

COURT-I

**NATIONAL COMPANY LAW TRIBUNAL
KOLKATA BENCH
KOLKATA**

C.P. No. 971 /2012

Present: Hon'ble Member (J) Manorama Kumari

ATTENDANCE-CUM-ORDER SHEET OF THE HEARING ON 27TH September, 2016, 10.30 A.M

Name of the Company	Kishore Kumar Kar. -Versus- Nirvik Printers Pvt.Ltd. & Ors.		
Under Section	397/398		
Sl. No.	Name & Designation of Authorized Representative (IN CAPITAL LETTERS)	Appearing on behalf of	Signature with date

1. PATITA PARAN BISHWAN. Adv

Petitioner



27/9/16

2. ARUNABHA SOM Adv

Respondent



27/9/16

ORDER

Ld. Lawyers on behalf of the petitioner as well as respondent is present.

Both of them filed the terms of settlement between the parties entered into and notarised on 15th September 2015 containing the signature of Kishore Kumar Kar, the petitioner and Tapaswini Kar as respondent. The terms of settlement also contains the signature of respective lawyers of petitioner as well as respondent in the last page. Both the parties settled their dispute in terms of the said settlement and the terms of the said settlement is part of this record and shall be binding on both the parties. As per the terms of the settlement the respondent paid an amount of Rs.84,53,111/- vide cheque No.0007159 dated 27.09.2016 of ICICI Bank issued by Tapaswini Kar in favour of Kishore Kumar Kar, the petitioner. The respondent(s) submitted that he should be handed over the invalidated cheque, share certificate, resignation letter and share transfer deed executed, in favour of respondent(s) which is lying in the office of the NCLT. As such, the office may be directed to hand over the same consequent upon the compromise entered between the parties.

Heard. Prayer is allowed. The Office is directed to hand over those papers to respondent(s) by taking due receipt from them.

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The case is disposed of on compromise. No cost and if any CA is pending the same is also disposed of in view of the terms entered into between the parties.


(MANORAMA KUMARI)
MEMBER (J)