

NATIONAL COMPANY LAW TRIBUNAL
PRINCIPAL BENCH
NEW DELHI

C.P NO. 27(ND)/2015
CA NO.

CORAM:

PRESENT: CHIEF JUSTICE M. M. KUMAR
Hon'ble President



Smt. Ina Malhotra
Hon'ble Member (J)

ATTENDANCE-CUM-ORDER SHEET OF THE HEARING OF PRINCIPAL BENCH OF THE
NATIONAL COMPANY LAW TRIBUNAL ON 7.10.2016

NAME OF THE COMPANY: Mr. Yash Goylyam
V/s
M/s. Nulon India Pvt. Ltd.

SECTION OF THE COMPANIES ACT: 397/398

S.NO.	NAME	DESIGNATION	REPRESENTATION	SIGNATURE
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1.	Ms. Ranjana Roy Ganai		For Respondents	
2.	Ms. Vandha Ben			
3.	Mr. Abhay Pratap Singh			
4.	Ms. Shishu Kapoor			
5.	Sarwan Raza	Adv	Petitioners	
6.	Mr. Virendra Ganda	Sr. Adv		
7.	Takshim Khanna	Adv		


Order

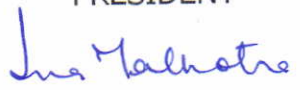
The application (CA 123/PB/2016) to be taken up along with the main petition.

CP 103(ND)/2016 –

2. In para 10 of the order dated 22.7.2016, directions were issued by this Tribunal that the respondent company was to file weekly statement of income and expenditure in respect of the affairs of the company, with a copy to the petitioners. The Respondents were restrained from any withdrawals from the bank accounts of the Respondent No. 1 company in cash or by way of remuneration or transfer of proceeds to the individual accounts of R1 & R2 and/or other respondents, till further directions.
2. Mr. Virender Ganda, learned senior counsel has made a reference to the statement dated 8-8-2016 to 14-8-2016 and has raised objections by arguing that it is lessee who is obliged to pay for the electricity bills and expenses for office repair and maintenance. The aforesaid two items have been shown as expenditure from company's accounts. Mr. Ganda has further submitted that no supporting vouchers have been filed.
3. Learned counsel for the respondents has pointed out that the income and expenditure statement is in accordance with the directions and the vouchers can always be supplied. It has also been argued that electricity expenditure in respect of common area are not to be borne by the lessee nor expenses for repair and maintenance in regard thereto is to be borne by the lessee.
4. Having heard the learned counsels for the parties, we are of the view that the requirement of the order concerning income and expenditure can be met by producing the vouchers of expenditure on the items mentioned in the statement. The obligations of the lessee can also be read from lease deed which is already on record.
5. Needful shall be done within two weeks with a copy in advance to the counsel opposite.
6. The affidavit shall also specify whether the expenses incurred are paid by cheque or by any other means.

List for further consideration on 18-11-2016.


(CHIEF JUSTICE M.M. KUMAR)
PRESIDENT


(INA MALHOTRA)
MEMBER (J)