

NATIONAL COMPANY LAW TRIBUNAL
PRINCIPAL BENCH
NEW DELHI

C.P NO. 152(ND)/2013
CA NO.

CORAM:

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

SH. S. K. MOHAPATRA
Hon'ble Member (T)

ATTENDANCE-CUM-ORDER SHEET OF THE HEARING OF PRINCIPAL BENCH OF THE
NATIONAL COMPANY LAW TRIBUNAL ON 01.08.2016

NAME OF THE COMPANY: B.P Singh & Ors.
V/s.
M/s. Bulland Buildtech Pvt. Ltd. & Ors.

SECTION OF THE COMPANIES ACT: 397/398 of the Companies Act 1956 and 241/242 of the
Companies Act 2013.

S.NO.	NAME	DESIGNATION	REPRESENTATION	SIGNATURE
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1	PK Mittal	Ad	Respondents	[Signature]
2	Ms. Manisha Chaudhary	Adv.	Respondents	[Signature]
3	MR. Himanshu Vij	Adv.	Respondents	[Signature]

Order

With the consent of the parties (CA 48/PB/2016), the date of hearing is preponed from 07.09.2016 to 01.08.2016 i.e. today because the parties have filed a joint application (CA 52/PB/2016) with a prayer for disposal of the CP 152(ND)/2013, in terms of the compromise as stated in paras 2(a) to 2(r) of the terms and conditions of the settlement agreement.

2. In the joint application, it has been stated that both the Petitioner and the Respondents have arrived at an amicable settlement and have resolved the disputes raised in the instant Petition. It has also been stipulated that the terms and conditions of the settlement, as given in paras 2(a) to 2(r) of the application shall be binding on the parties and they have agreed to comply with the terms and conditions as mentioned in the aforesaid paragraphs. The application has been duly signed by the parties and their signatures have been duly identified by their respective Counsels.

P.T.O.


3. The parties are also present in person before the Tribunal who have been identified by their respective Counsel. They have stated that the terms and conditions stipulated in paras 2(a) to 2(r) have been voluntarily agreed without any undue influence, pressure or mis-representation. They have further stated that these terms and conditions shall remain binding and shall be complied with, in letter and spirit.

4. In view of the above, the application is allowed and CP 152(ND)/2013 is disposed of in terms of the compromise enshrined in paras 2(a) to 2(r) of the application (CA 52/PB/2016)

5. It is needless to say all interim orders would cease to operate.

6. The parties shall be bound by the terms and conditions of the agreement.

All CAs along with CP 152(ND)/2013 are disposed of.


(CHIEF JUSTICE M.M. KUMAR)
PRESIDENT


(S.K. MOHAPATRA)
MEMBER (T)

01.08.2016
(P.K. Sud)