

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY**  
**ORDINARY ORIGINAL CIVIL JURISDICTION**  
**COMPANY PETITION NO. 628 OF 2014**

M/s. Mangalkalash Trading Private Limited ... Petitioner

Versus

M/s. Tulsidas Trading Private Limited ... Respondent

Mr. S. Upadhyay i/b. R.R. Varma for the Petitioner.  
None for the Respondent.

**CORAM : S.J. KATHAWALLA, J.**  
**DATED : 27<sup>TH</sup> FEBRUARY, 2015**

**P.C.**

1. By the above Company Petition, the Petitioner seeks winding up of M/s. Tulsidas Trading Private Limited (the Company) on the ground that the Company is unable to pay its debt to the Petitioner. The Company Petition is taken up for hearing and final disposal.

2. According to the Petitioner, the Petitioner sold, supplied and delivered cotton shirts (the said goods) to the Company and submitted necessary bills from time to time to the Company, which are annexed and marked as Exhibits A to A-4 to the Petition. According to the Petitioner, the Company has duly received the said goods without any objection qua quality, quantity and the rates. According to the Petitioner, an amount of Rs.26,37,016/- remained due and payable by the Company to the Petitioner. The Company by its letter dated 15-04-2013 admitted its

liability to make payment of Rs.26,37,016/- to the Petitioner and informed the Petitioner that the Company is trying to make payments of all the bills as early as possible. The Company once again by its letter dated 15-06-2013 sought time to make payments to the Petitioner. Since the Company failed and neglected to make any payment despite its promises and assurances, the Petitioner through its Advocate issued a Statutory Notice dated 07-10-2013 calling upon the Company to pay an amount of Rs.26,37,016/- with interest thereon as claimed within 21 days from the date of receipt of the statutory notice. The statutory notice was duly served on the Company by hand delivery. However, the Company failed to reply to the statutory notice and also failed to make any payment as called upon therein. The Petitioner therefore, filed the present Petition seeking winding up of the Company on the ground that the Company is unable to pay its debt.

3. The above Company Petition was admitted and directed to be advertised by an order of this Court dated 9<sup>th</sup> January, 2015. Paragraph 3 of the said order dated 9<sup>th</sup> January, 2015 is relevant and reproduced hereunder :

*“From the aforestated facts, I am prima facie satisfied that an amount of Rs.26,37,016/- with interest thereon as claimed by the Petitioner is due and payable by the*

*Company to the Petitioner. The Company has failed to reply to the Statutory Notice or to make any payment as called upon therein. The Company despite having received a copy of the Petition has not filed its Affidavit-in-Reply and has also not come forward to oppose the Petition. In view thereof, all that is stated in the Petition has remain uncontroverted. I am therefore, prima facie satisfied that the Company is unable to pay its debts and the Company Petition deserves to be admitted and advertised. Hence, the following order .....*”

4. Pursuant to the said order dated 9<sup>th</sup> January, 2015, the admission of the above Petition was advertised in two local news papers as well as in the Maharashtra Government Gazette. An Affidavit proving publication dated 7<sup>th</sup> February, 2015 is on record. Notice under Rule 28 of the Companies (Court) Rules, 1959, has been served on the Company, as can be seen from the service report dated 2<sup>nd</sup> February, 2015 filed by the Section Officer, Company Department. Even at this stage, no Affidavit opposing the Petition has been filed by the Company. All the contentions of the Petitioner in the Petition have therefore remained uncontroverted and there is no reason why the allegations / submissions made by the Petitioner in the Company Petition should not be accepted..

5. For the reasons set out in the order dated 9<sup>th</sup> January, 2015 and herein, I am satisfied that the Company is unable to pay its debts and

deserves to be wound up. The above Company Petition is, therefore, allowed in terms of prayer clause (a), which is reproduced hereunder :

*“(a) that the Company of M/s. Tulsidas Trading Private Limited be wound up by an order and direction of this Hon'ble Court under the Companies Act, 2013 ;*

6. The Official Liquidator, High Court, Bombay is appointed as Liquidator of the Company for all its assets, properties, bank accounts and book debts with necessary powers under the provisions of the Companies Act, 1956.

7. The Official Liquidator to forthwith act on an ordinary copy of this order, duly authenticated by the learned Associate of this Court without waiting for any further notification from this Court or from any other authority.

8. The above Company Petition is accordingly disposed of.

**(S.J. KATHAWALLA, J.)**