

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMPANY PETITION NO.752 OF 2014**

M/s. New Consolidated Construction Co. Ltd. ... Petitioner
versus
M/s. Starlight Systems (I) LLP ... Respondent

**WITH
COMPANY PETITION NO.751 OF 2014**

M/s. New Consolidated Construction Co. Ltd. ... Petitioner
versus
M/s. Starlight Systems (I) LLP ... Respondent

Mr. Chetan Kapadia with Mr. Rahul Totala i/by M/s. Equip Legal, for Petitioner.
Mr. Pradeep Bakhru with Mr. Shikhar Khare i/by M/s. Wadia Ghandy and Co.,
for Respondent.

**CORAM: S.J. KATHAWALLA, J.
DATE: 5th MARCH, 2015**

PC.

1. The learned Advocates for the parties have tendered Consent Terms dated 5th March, 2015. They submit that the Consent Terms be taken on record and the above Company Petitions be disposed of in terms of the Consent Terms. The Advocate for the respective parties undertake to file the Resolutions passed by the Petitioner and the Respondent conferring authority to the Authorized Signatories to sign the Consent Terms within a period of one week from today. The undertakings are accepted. The Consent Terms are taken on record and marked 'X' for identification. The learned Advocates for the parties have also signed by the Consent Terms.

2. In addition to the clauses set out in the Consent Terms, the parties have agreed before the Court that in the event of any default on the part of the limited liability partnership in making payment of the installments as set out in the Consent Terms, the Company Petition shall without reference to this Court be revived, stand admitted, made returnable within six weeks from the date of default and advertised in two local newspapers i.e. Free Press Journal (in English) and Navshakti (in Marathi) and in the Maharashtra Government Gazette. The Petitioner shall deposit an amount of Rs.10,000/- with the Prothonotary and Senior Master of this Court towards publication charges, within two weeks from the date of default, with intimation to the Company Registrar failing which the Petition shall stand dismissed for non-prosecution. In the event of any default the Official Liquidator shall forthwith stand appointed as provisional liquidator and shall immediately take charge of the records as well as the movable and immovable properties of the limited liabilities partnership. Notice under Rule 28 of the Companies (Court) Rules, 1959 shall also stand waived on behalf of the Company..

3. The above Company Petitions are disposed of in terms of the Consent Terms, marked 'X' as well as the agreement set out in para 2 above.

(S.J.KATHAWALLA, J.)