

IN THE HIGH COURT OF JUDICATURE AT BOMBAY**ORDINARY ORIGINAL CIVIL JURISDICTION****COMPANY PETITION NO. 753 OF 2014**

Lafarge Aggregates and Concrete India Pvt.Ltd. ... Petitioner

Versus

M/s. Parinee Realty Private Limited ... Respondent

ALONG WITH**COMPANY PETITION NO. 754 OF 2014**

Lafarge Aggregates and Concrete India Pvt.Ltd. ... Petitioner

Versus

M/s. Parinee Realtors Private Limited ... Respondent

WITH**COMPANY PETITION NO. 809 OF 2014**

Lafarge Aggregates and Concrete India Pvt.Ltd. ... Petitioner

Versus

M/s. Parinee Sheltors Private Limited ... Respondent

WITH**COMPANY PETITION NO. 811 OF 2014**

Lafarge Aggregates and Concrete India Pvt.Ltd. ... Petitioner

Versus

M/s. Greenbird Construction Private Ltd. ... Respondent

Mr. Nimay Dave a/w. Mr. F. Sayeed i/b. M.K. Ambalal and Company for the Petitioner.

Mr. Simil Purohit a/w. Ms. S. Doshi i/b. Vimadalal and Company for the Respondents.

CORAM : S.J. KATHAWALLA, J.

DATED : 1ST APRIL, 2015

P.C.

1. The learned Advocate appearing for the Petitioner has tendered Draft Amendment. The draft Amendment is taken on record and marked 'X' for identification. By consent, the Petitioner is allowed to amend the above Petitions in terms of the Draft Amendment marked "X". Amendment to be carried out on or before 6th April, 2015. Reverification is dispensed with.

2. Heard the learned Advocates appearing for the parties and the following order is passed by consent :

i. The Respondents admit that an amount of Rs.1,80,41,064/- is due and payable by the Respondents to the Petitioner, and undertakes that the same shall be paid in full and final settlement of the claims of the Petitioner against the Respondents, as follows :

- a) Rs.90,20,532/- on or before 8th April, 2015
- b) Rs.90,20,532/- on or before 30th April, 2015

The undertaking is accepted.

ii. The above payments shall be made by the Respondent through RTGS, Current Account of the Petitioner in Citibank N.A. Fort Branch, Mumbai being Bank IFSC Code : CITI0100000).

iii. Upon payment of the entire amount as undertaken by the Respondents in clause (ii) above, the parties shall have no claim against each other.

iv. The Respondents have agreed that in the event of the Respondents committing default in payment as undertaken in Clause (i) hereinabove, the Company Petitions shall without reference to this Court revive, 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 Petitions shall stand dismissed for non prosecution. In the event of such 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 / assets of the Companies. Notice under Rule 28 of the Companies (Court) Rules, 1959 shall also stand waived on behalf of the Companies.

v. The Company Petitions are accordingly disposed of.

(S.J. KATHAWALLA, J.)