

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

COMPANY PETITION NO.57 OF 2012

Agilent Technologies Singapore (Sales) Pvt.Ltd.).Petitioner

V/s.

Ashco Niulab Industries Ltd.)Respondent

Mr.Harish Pandya a/w Ms.Aastha Arora i/by Khaitan & Co. for the petitioner.

None for the respondent.

CORAM : K.R.SHRIRAM,J

DATE : 16.2.2016

P.C.:-

1 As per the consent order dated 3.8.2012 the company agreed that an amount of US\$ 378,306/- was due and payable by the company to the petitioner in full and final settlement of the petitioner's claim against the company. The company also agreed to pay this amount in two equal installments, the first of which was to be paid on 2.11.2012 and the balance 50% of US\$ 189,153 was to be paid on or before 31.12.2012. It was also mentioned in the order that the company shall not sell any of its fixed assets until the entire amount is paid to the petitioner without seeking prior permission of the court and in the event of default in payment of the installments, the company petition shall without reference to this court was to get revived, stand admitted and made returnable within six weeks from the date of default and advertised in two local newspapers i.e. the Free Press

Journal (in English) and Nav Shakti (in Marathi) and the Maharashtra Government Gazette.

2 It is submitted by the counsel for the petitioner that the company has not paid a single Penny despite the consent order. Nobody is present today for the company to oppose. No affidavit after the order dated 3.12.2012 has been filed. Therefore, it is quite clear that the company is unable to pay its debts and requires to be wound up.

3 The petitioner has filed an affidavit of one Santosh Shelar affirmed on 11.1.2016 proving service in 'Free Press Journal' in English and 'Navshakti' in Marathi. The same Santosh Shelar has filed additional affidavit affirmed on 22.1.2016 proving publication of the petition in the Maharashtra Government Gazette. As regards service under Rule 28 of the Company Court Rules 1959, the service report filed on 23.11.2015 states that the packet has been returned with the endorsement 'left'. The learned counsel for the petitioner on instructions states that the address of the office of Company Registrar still remains the same as mentioned in the cause title and undertakes to file an affidavit annexing thereto an extract from the Ministry of Corporate Affairs about the company within one week from today. Undertaking accepted.

4 In view thereof and as the company is unable to discharge its debts, prayer clauses-(a) and (b) requires to be granted and is hereby granted.

5 The petition stands disposed in terms of prayer clauses-(a) and (b) which read as under :-

(a) That the said Company i.e., Ashco Niulab Industries Limited, be wound-up by and under the directions supervision and control of this Hon'ble Court under the provisions of the Companies Act, 1956 ;

(b) That the Official Liquidator, High Court, Bombay or some other fit and proper person be appointed Liquidator of the said Company i.e., Ashco Niulab Industries Limited, together with all its assets, business, affairs, books of accounts, papers, vouchers and all other documents with all powers under the provisions of the Companies Act, 1956.

6 The injunction order as contained in paragraph 1(iii) of the order dated 3.8.2012 is hereby continued until the official liquidator takes charge of the assets of the company.

The official liquidator shall forthwith act on a copy of this order without waiting for any Notification.

Company Petition is accordingly disposed.

(K.R.SHRIRAM,J)

CERTIFICATE

**Certified to be true and correct copy of the original
signed Judgment/Order.**