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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
INSOLVENCY NOTICE NO. 2 OF 2016
WITH
NOTICE OF MOTION NO. 22 OF 2016**

Pujit Aggarwal	...Applicant
<i>In the matter of</i>	
Re: Pujit Aggarwal	...Judgment Debtor
<i>Ex parte:</i>	
Pouruchis P. Bhiwandiwalla	...Judgment Creditor

**INSOLVENCY NOTICE NO. 3 OF 2016
WITH
NOTICE OF MOTION NO. 23 OF 2016**

Pujit Aggarwal	...Applicant
<i>In the matter of</i>	
Re: Pujit Aggarwal	...Judgment Debtor
<i>Ex parte:</i>	
Armin Wandrewala	...Judgment Creditor

Ms. Armin Wandrewala, *Constituted Attorney of the Petitioning Creditor in NMIS/22/2016 & Petitioning Creditor in NMIS/23/3016.*

Ms. Veena Khatri, *with Mr. Yogesh Gaikwad, for the Judgment Debtor.*

CORAM: G.S. PATEL, J
DATED: 23rd June 2016

PC:-

1. Heard Ms. Wandrewala, who appears in person in Notice of Motion No. 23 of 2016 and as a Constituted Attorney for the Petitioning Creditor in Notice of Motion No. 22 of 2016.
2. Ms. Wandrewala points out that the Petitioning Creditors' claims have been satisfied in full. Pay orders have been received and realized. Consent Terms were filed in Contempt Petition No. 7 of 2016 in Suit No. 2119 of 2008 before Mr. Justice S.J. Kathawalla, and order thereon was passed on 22nd June 2015. I am shown a copy of the Consent Terms in the Contempt Petition. Ms. Wandrewala correctly points out that paragraph 2(c) of these Consent Terms requires that upon realization of these pay orders, both Insolvency Applications and Insolvency Notices are required to be withdrawn.
3. It is in these circumstances that she seeks an unconditional withdrawal of both the Insolvency Applications and Insolvency Notices. In view thereof, the Insolvency Applications and Insolvency Notices are allowed to be withdrawn and disposed of in these terms with no order as to costs.
4. In view of this, the Notices of Motions do not survive and are disposed of as such.

(G. S. PATEL, J.)