

dik

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

**COMPANY PETITION (L) NO. 578 OF 2016
WITH
COMPANY APPLICATION (L) NO. 525 OF 2016
IN
COMPANY PETITION (L) NO. 578 OF 2016**

RMG Law Associates

...Petitioner

VS

Bansari Investments & Finance Pvt. Ltd.

...Respondent

.....

Mr Mohammed Himayatullah a/w Ms Rujuta Patil a/w Ms Niyathi Kalra i/b
Negandhi Shah & Himayatullah for the Petitioner

Mr Dilip Kulkarni i/b Chitnis & Co. for the Respondent

Mr Hemang Raythatta, Mr Sunil Gangan, Mr Jayesh Mistry representative
of the Petitioner.

Mr Girish Purohit, Authorized Representative of the Respondent present.

.....

CORAM : B. P. COLABAWALLA J.

AUGUST 11, 2016

P.C. :

The parties have settled their dispute in this Company
Petition by filing the consent terms dated 11 August, 2016. These
consent terms have been signed by a partner of the Petitioner as well
as the Authorized Signatory of the Respondent Company as well as
their respective advocates. The Authorized Signatory of the
Respondent Company, Mr Girish Purohit is also present in Court
today. The consent terms provide that the Petitioners have agreed to

accept the amount of Rs.30,00,000/- in full and final settlement, provided the same is paid within a period of five months and in the manner set out in paragraph 2 of the consent terms. The consent terms further provide that in the event of any one default in the payment, the Respondent Company would be liable to pay the entire sum of Rs.41,88,915/- to the Petitioner and this Company Petition would stand admitted. In such an event the Petitioners are granted liberty to move this Court for the appropriate orders regarding the advertisement of the Company Petition etc.

2 The consent terms are taken on record and marked “X” for identification. The statements and undertakings contained therein are accepted. The Company Petition is disposed of in terms of the consent terms with liberty to the Petitioners to apply, in the event of any default as contemplated in the said consent terms. In the facts and circumstances of the case, there shall be no order as to costs. In view of disposal of the Company Petition, nothing survives in the Company Application and the same is disposed of accordingly.

(B. P. COLABAWALLA J.)