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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMPANY APPEAL NO. 79 OF 2015
IN
COMPANY APPLICATION NO. 184 OF 2014
IN
COMPANY PETITION NO. 95 OF 2013
WITH
COMPANY APPLICATION (L) NO. 101 OF 2015

Lubrimetal S.P.A. ...Appellant
Versus
Peddington Lubrimetal Private Limited & Others ...Respondents

WITH
COMPANY APPEAL NO. 97 OF 2015
IN
COMPANY PETITION NO. 95 OF 2013

Rajan Dattatraya Mahajan & Others ...Appellants
Versus
Peddington Lubrimetal Private Limited & Others ...Respondents

Mr. Chirag Mody, with Mr. Nirav Shah & Mr. J. Fernandes, i/b
DSK Legal, for the Appellants in Coapp/79/2015.
Mr. Shailesh Shukla, with Mr. Pratik Pawar, & Ms. Shanaya Cyrus
Irani, for the Appellants in Coapp/97/2015 & for Respondents
Nos. 2 to 7 in Coapp/79/2015.

CORAM: G.S. PATEL, J
DATED: 28th July 2016

PC:-

1. Not on board. The matter is mentioned before me at 3:00 pm as Mr. Justice B.P. Colabawala is unavailable today. Taken on board.

2. The disputes between the parties in both the Company Appeals are settled. The parties have drawn up Consent Terms. These are between the Appellant, Lubrimetal S.P.A. and Respondents Nos. 1 to 7. The Consent Terms have been signed on behalf of the Appellant by Mr. Aidan Morrissey, who is personally present in Court. The Respondent No. 2, Mr. Rajan Dattatraya Mahajan, has signed for himself and as a Director of Respondent No. 1. Respondents Nos. 3 to 6 have all signed the Consent Terms. Respondent No. 2 has signed the Consent Terms on behalf of Respondent No. 7 as a Constituted Attorney. The Advocates for the parties have also signed the Consent Terms. Respondents Nos. 3 and 4 are also personally present in Court. The others have not been able to attend.

3. I have seen the Consent Terms. I am satisfied that they reflect the true intention of the parties, that they have been drawn by the parties of their own volition, and that they are not contrary to law. The Consent Terms are taken on record and marked "X" for identification.

4. Both Company Appeals are disposed of in accordance with the Consent Terms.

5. As against Respondent No. 8, both Company Appeals are dismissed.

6. The pending Company Applications do not survive and are disposed of as infructuous.

7. Finally there remains the question of the independent Chairman, Hon'ble Mr. Justice J.N. Patel, appointed by the Company Law Board. Clause (7) of these Consent Terms provides that he is to stand discharged. Both sides assure me that any outstanding fees of Hon'ble Mr. Justice J.N. Patel will be paid in full and without delay.

(G. S. PATEL, J.)