

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMPANY APPLICATION NO.456 OF 2016
IN
COMPANY PETITION NO.114 OF 2012**

Purushottam Mukunddas Lohia and Anr.	...	Applicants
and		
Etisalat Mauritius Ltd.	...	Petitioner
versus		
Etisalat DB Telecom Pvt. Ltd.	...	Respondent

Mr. Agarwal i/by M/s. Ganesh and Co., for Applicants.
Ms. Prachi Garg i/by M/s. DSK Legal, for Respondent No.2.
Mr. Sharma, Official Liquidator, present.
Ms. Yogini Chauhan, Dy. Official Liquidator, present.

CORAM: S.J. KATHAWALLA, J.

DATE: 28th NOVEMBER, 2016

P.C.:

1. The Applicants undertakes to pay an amount of Rs.11 Lakhs to the Official Liquidator towards sale price of the furniture and fixture in the premises which was given by the Applicants to the Respondent No.1 Company on leave and license basis. Upon payment of the said amount of Rs.11 Lakhs, the Application shall stand allowed in terms of prayer clause (a), which is reproduced hereunder :

"(a) that the Respondent to handover vacant and peaceful possession to the Applicants of 6,318 square feet carpet area shown in green and white colour of the sketch annexed as Exhibit C to the recommendations of the Authorized Person in Report No.18 of 2013 dated 2nd April, 2013 annexed at Exhibit H herein;"

2. For the balance area, until the technical items are disposed of, the Official Liquidator shall pay an amount of Rs.2,39,400/- per month to the Applicants.

(S.J.KATHAWALLA, J.)