

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
IN INSOLVENCY**

**NOTICE OF MOTION NO. 59 OF 2016  
IN  
DISCHARGE APPLICATION NO. 1 OF 2016  
IN  
INSOLVENCY PETITION NO. 34 OF 2005**

Lav Chadha & Anr.

...Applicants /Orig.Insolvents

**Ex-parte :**

SICOM Ltd.

...Petitioning Creditor

Ms.Sapana Rachure I/b. SICOM Ltd.  
Mr.Vinod Solanki for Insolvents.  
Mr.M.D. Narvekar, Official Assignee.

**CORAM : S.C. GUPTE, J.**

**6 DECEMBER 2016**

**P.C. :**

This notice of motion is taken out by the Applicants (original Insolvents) for relaxation of the conditions laid down for discharge of the Insolvents. The Applicants were discharged from insolvency subject to their continuing to pay sums of Rs.500 and Rs.1000 per month to the Petitioning Creditor until further orders. So also, there were various other conditions laid down, taking into account the decretal dues of the Petitioning Creditor. Insofar as dues of other creditors as on the date of the order of discharge, i.e. on 23 February 2016, were concerned, this court noted that those dues were insignificant and neither of the two creditors to whom those dues were owed, contested the Applicant's application for discharge. It is clear from the order that all the conditions of discharge laid down in the order were

devised from the stand point of the dues of the Petitioning Creditor. The Petitioning Creditor has now settled the matter with the well-wisher of the Insolvents and a receipt of a sum of Rs.15 lakhs from the well-wisher to the account of the Insolvents as one time settlement has been issued by the Petitioning Creditor.

2            Learned Counsel for the Petitioning Creditor states that the Petitioning Creditor has no claim left against the Insolvents, and does not object to the application for unconditional discharge of the Insolvents.

3            The Official Assignee points out that after the order of discharge, he has received a demand notice from IDBI claiming some dues. Anyway, this demand has come after the discharge of the Insolvents and if IDBI has any claim against the original Insolvents, it may well proceed in accordance with law. There is no question of this court continuing with the conditions of discharge, that, as I have noted above, were exclusively for the benefit of the Petitioning Creditor, whose debt has since been discharged.

4            Accordingly, the motion is allowed in terms of prayer clause (a) and (b).

**(S.C. Gupta, J.)**