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

COMPANY PETITION NO.184 OF 2016
WITH
COMPANY APPLICATION NO.211 OF 2016

Kotak Mahindra Bank Ltd.	...Petitioner
V/s.	
Gupta Synthetics Ltd.	...Respondent

Mr.Nikhil Rajani i/b V. Deshpande & Co. for the Petitioner.
Mr.B.B. Parekh for the Respondent.

CORAM : R.D. DHANUKA, J.
DATE : 10TH JANUARY, 2017.

P.C. :-

1. Learned counsel for the parties have tendered the consent terms dated 22nd December, 2016 signed by the parties and their respective advocates. The signatures of the parties are identified by their respective advocates. The consent terms are taken on record and marked "X" for identification. The undertakings recorded in the consent terms are accepted.
2. In the event of default as prescribed under the consent terms, the present company petition shall stand admitted and be made returnable after six weeks from the date of such default.
3. In that event the service of the petition under Rule 28 of the Companies (Court) Rules, 1959 shall be deemed to have been

waived.

4. In case of default, the petition shall be advertised in two local newspapers, namely (i) Free Press Journal (in English) and Navshakti (in Marathi) as also in the Maharashtra Government Gazette. Any delay in publication of the advertisement in the Maharashtra Government Gazette, and any resultant inadequacy of notice shall be invalidate such advertisement or notice and shall not constitute non-compliance with this direction or with the Companies (Court) Rules, 1959.

5. The petitioner shall then deposit Rs.10,000/- towards publication charges with the Prothonotary & Senior Master, under intimation to the Company Registrar, within two weeks from the date of admission, failing which the petition shall stand dismissed for the non-prosecution without further reference to the Court. After the advertisement are issued, the balance, if any, shall be refunded to the petitioner.

6. In view of this order, the Company Application No.211 of 2016 is infructuous and is disposed of.

7. No order as to costs.

(R.D. DHANUKA, J.)