

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMPANY PETITION NO. 18 OF 2017

Cardinal Health Care Services Pvt. Ltd.

..... Petitioner

VERSUS

Cardinal Healthcare Services Pvt.Ltd.

..... Respondent

Ms.Ritika Agrawal, a/w.Mr.Prashant H. More for the Petitioner.

None for the Respondent.

CORAM : R.D. DHANUKA, J.

DATE : 22nd MARCH, 2017

P.C.

By this petition, the petitioner seeks voluntary winding up of the petitioner under the provisions of Companies Act, 1956 and for confirmation of the order of appointment of liquidator under section 490 of the Companies Act, 1956.

2. Learned counsel appearing for the petitioner submits that the petitioner company has already passed appropriate resolution in the Annual General Meeting with the petitioner on 14th August,2015 under section 484(1)(b) of the Companies Act,1956 resolving to wind up the petitioner voluntarily and to file an application before this court for winding up. The petitioner has also published the extract of the resolution passed on 3rd September, 2015. The members of the petitioner had appointed Mr.Devendra Khanna, partner of M/s.Khanna & Panchmia Chartered Accountant as the liquidator of the company. The petitioner has also given notice of the appointment of the liquidator to the Registrar of Companies on 20th August,2015. The liquidator also published notice of his appointment as liquidator of the petitioner company in the Maharashtra Government Gazette for the period 30th September to 9th September, 2015. The requisite documents in support of the

aforesaid notice are annexed to the petition. The creditors aggregating to Rs.12,353/- on 31st March,2015 are discharged by making payment. The audit fee is also paid by the petitioner.

3. Learned counsel for the petitioner states that the petitioner has no creditors as on the date of filing of this petition and also till date.
4. The statements made in the company petition and by the learned counsel are accepted.
5. Company petition is accordingly made absolute in terms of prayer clauses (a) and (b). No order as to costs.

(R.D.DHANUKA, J.)