

SAS

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

APPEAL (L) NO.26 OF 2018
WITH
NOTICE OF MOTION (L) NO.36 OF 2018
IN
COMPANY PETITION NO.774 OF 2015

Essar Agrotech Ltd. ..Appellant.

V/s.

Checkmate Services Pvt. Ltd. ..Respondent.

Mr.Omkar C.Geeth for the appellant.

Mr.Dhawan Jumani with Ms.Tanvi Kulkarni i/b. Ganesh Gole & Co.
for respondent.

Mr.Anurag Gokhale for the Official Liquidator.

CORAM: NARESH H.PATIL AND
NITIN W.SAMBRE, JJ.

DATE : FEBRUARY 13, 2018

PC.:-

The counsel for the parties have filed consent terms in view of the settlement arrived at between the parties. The counsel state that the parties are present in the Court.

2. The consent terms are signed by the parties and their

respective counsel. The consent terms runs into four pages and pages 5 and 6 are part of the consent terms. The consent terms are taken on record and marked 'X' for identification. The counsel for the parties pray that in view of the consent terms, the appeal be disposed of.

3. The counsel appearing for the appellant submits that the winding-up order has been passed by the learned Single Judge but the notice of winding-up has not been issued till date.

4. In case of any default in the payment in terms of the consent terms, we direct that the order of the learned Single Judge shall stand revived.

5. In view of the consent terms marked 'X', the appeal stands disposed of.

6. On request, respondent is permitted to withdraw amount of Rs.20 lakhs deposited with the Prothonotary and Senior Master.

(NITIN W.SAMBRE, J.)

(NARESH H.PATIL, J.)