

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

COMPANY PETITION NO.493 OF 2016

Ultratech Cement Limited Petitioner

Vs.

Likproof India Private Limited Respondent

Mr. Sahil Mahajan for petitioner.

Mr. Shailendra Jain, authorised signatory of petitioner present.

Mr. Wahid Chauhan, Managing Director of respondent company present.

Mr. Akram Asgar Ali, Constituted Attorney of respondent company present.

CORAM : K.R.SHRIRAM, J.

DATE : 12th APRIL, 2018

P.C.:

1 Parties have entered into consent terms dated 12th April, 2018.

The consent terms signed by the authorised signatory of petitioner, Managing Director of respondent and another Constituted Attorney of respondent and the advocate for petitioner is taken on record and marked 'X' for identification. Respondent company has not engaged any advocate. Mr. Mahajan identifies petitioner's representative and also the signatories of respondent. Mr. Mahajan states that he does not know the signatories of respondent personally but petitioner's signatory - Mr. Jain has identified these two persons.

2 Order in terms of the consent terms. The undertakings given by the company are accepted and so ordered. Mr. Chauhan, Managing Director of respondent company, in addition, undertakes for himself, on behalf of the

company and on behalf of all the other directors of the company that each one of them will be personally liable to pay the agreed amount to petitioner.

Undertaking accepted.

3 Mr. Mahajan states that after the petition was admitted and before it was advertised, the company came forward with the settlement offer and hence the petition was not advertised.

4 Therefore, petition stands disposed in accordance with the consent terms with liberty to petitioner to approach this Court should the need arise for revival of this petition.

(K.R. SHRIRAM, J.)