

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

COMPANY PETITION NO.1108 OF 2015

M/s.Padmaja Infra)....Petitioner
V/s.

Hindustan Construction Company Ltd.)....Respondent

Mr.Maulik K.Tanna for petitioner.

[Mr.T.Suresh, Managing Partner for petitioner present].

Mr.A.S.Daver a/w Ms.Prachi Ojha i/by Advaya Legal for respondent.

[Mr.Rajendra Kumar Mahajan-Manager (Legal)/authorized representative of respondent present].

CORAM : K.R.SHRIRAM,J

DATE : 23.1.2018

P.C.:-

1 Parties have entered into consent terms dated 23.1.2018. Consent terms signed by Managing partner of petitioner, authorized signatory of respondent and their respective advocates, is taken on record and marked 'X' for identification.

2 Mr.Daver for respondent clarifies on instructions that so far as clause-9 is concerned, though it states 2 consecutive defaults, it should be read as any 2 defaults and clauses- 9(a) & 9(b) will also apply if there is only one installment that is outstanding, due and payable and there is a default.

3 With this clarification, order in terms of consent terms. All undertakings accepted. Since the petition is still at pre admission stage, petition accordingly stands disposed.

(K.R.SHRIRAM,J)