

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMPANY PETITION NO. 1154 OF 2015**

Superlon Worldwide SDN BHD

.. Petitioner

Vs.

Century Mechanical Systems (India)

Pvt. Ltd.

.. Respondent

Ms.Kritika R. Cheulkar i/b D.H. Law Associates for petitioner.

None for respondent.

CORAM : K.R.SHRIRAM, J.

DATE : 26TH APRIL 2018

P.C.

1. The petition is filed for winding up of the company Century Mechanical Systems (India) Private Limited (the company) on the ground that the company is unable to discharge its debt and is commercially insolvent.

2. On 12th September 2017, this Court took on file the consent terms entered into between petitioner and the company dated 20th/21st July 2017 under which the company admitted the liability in the sum of Rs.2,86,82,977.50 is payable to petitioner. The company gave an undertaking to the Court to pay this amount on or before 31st December 2017 in full and final settlement against all petitioner's claim against the company. It is stated by Ms.Cheulkar appearing for petitioner that the company did not pay this amount of Rs.2,86,82,977.50 or any other amount. The company has also not appeared thereafter in the Court.

3. Petitioner has filed an affidavit of one Suresh S. Okate affirmed on 25th April 2018 confirming advertising the petition in the Maharashtra Government Gazette on 11th April 2018 for the period 19-25 April 2018 at Sr.No.M-1816. The said Suresh Okate has also filed an affidavit dated 11th April 2018 confirming advertising the petition in Free Press Journal and Navshakti on 13th March 2018. Company Department has filed a Service Report dated 2nd April 2018 showing that the notice sent under Rule 28 of the Companies (Court) Rules, 1959 has come back undelivered with the endorsement '*left*'. Ms.Cheulkar tenders an extract of the company master data maintained by the Ministry of Corporate Affairs, which extract she states, was taken today, in which the registered address of the company is shown to be the same to which the notice under Rule 28 was sent and it is the same as in the cause title. The extract is taken on record and marked 'X' for identification. I would, therefore, proceed on the basis that notice under Rule 28 has been served upon the company.

4. The company has not filed any affidavit in reply opposing the petition. Therefore, none of the averments in the petition are controverted. The fact that the company had entered into the consent terms with petitioner acknowledging liability, agreed to pay the same by 31st December 2017 and not have been paying a penny indicates that the company is

unable to discharge its debts and is commercially insolvent. Moreover, there is nothing on record also to indicate about the solvency of the company.

5. In these circumstances, petition is allowed in terms of prayer clauses

(a) and (b) which read as under :-

“(a) That the Company, viz., Century Mechanical Systems (India) Private Limited, be wound-up by and under the directions of this Hon'ble Court under the provisions of the Companies Act, 1956.

(b) That the Official Liquidator, High Court, Bombay or some other fit and proper person be appointed as the Liquidator of the said Company, viz., Century Mechanical Systems (India) Private Limited, together with all its assets, business, affairs, books of accounts, papers, vouchers and all other documents with all powers under the Companies Act 1956.”

7. Petitioner's advocate to forward an authenticated copy of this order, within two weeks, to the official liquidator who shall take immediate steps without waiting for any notification.

8. The company petition accordingly disposed.

9. A copy of this order also be forwarded to the National Company Law Tribunal for information.

(K.R. SHRIRAM, J.)