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4/5/2018

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
EXECUTION APPLICATION NO. 530 OF 2016

IN

ARBITRATION CASE NO. A/33/2014/2015

M/s. Nav-Ratna Textile Mills P. Ltd.

... Plaintiff

Vs

Mrs. Priyanka Bapna

... Respondent

CONSENT TERMS

1. The Plaintiff has filed the above Execution Application against the above Respondent for recovery of Rs. 33,87,490.84 (Rupees Thirty Three Lakhs Eighty Seven Thousand Four Hundred Ninety and Paise Eighty Four only) further interest @ 18 % p.a. on Rs. 28,57,618/- from 02.10.2015 till the actual date of payment or realization as prayed for in the Execution Application.
2. That the parties have arrived at an amicable settlement in respect of the amount claimed by the Applicant, which is Rs. 33,87,490.84 (Rupees Thirty Three Lakhs Eighty Seven Thousand Four Hundred Ninety and Paise Eighty Four only).
3. The Applicants shall be at liberty to withdraw the amount of Rs. 7,46,339/- (Rupees Seven Lacs Forty-six Thousand Three Hundred and Thirty Nine only) along with accumulated interest.
4. The Respondent shall pay Rs. 26,00,000/- (Rupees Twenty Six Lacs) in installments within 8 months from the date of Execution of the Consent Terms and the same shall be paid as follows-

Day / Date	Remarks	Amount
On or before date of Execution	Amount deposited with Hon'ble High Court	Rs. 7,46,339/-
On or before 30 days of Execution date	RTGS / NEFT	Rs. 2,36,661/-

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On or before 60 days of Execution date	RTGS / NEFT	Rs. 2,31,000/-
On or before 90 days of Execution date	RTGS / NEFT	Rs. 2,31,000/-
On or before 120 days of Execution date	RTGS / NEFT	Rs. 2,31,000/-
On or before 150 days of Execution date	RTGS / NEFT	Rs. 2,31,000/-
On or before 180 days of Execution date but no later than September 30, 2018	RTGS / NEFT	Rs. 2,31,000/-
On or before 210 days of Execution date but no later than September 30, 2018	RTGS / NEFT	Rs. 2,31,000/-
On or before 240 days of Execution date but no later than September 30, 2018	RTGS / NEFT	Rs. 2,31,000/-
	TOTAL	26,00,000/-

5. Upon Respondent making two or more defaults, the entire amount shall become payable as prayed for. The Respondents shall rectify the default within 30 days, failing which the entire amount shall become payable as prayed for in the Execution Application.
6. The Applicants have filed Complaints under section 138 of The Negotiable Instrument Act bearing Complaint Nos. details as follows: -

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Sr. No.	C.C. No.	Parties Name
1.	469/SS/14	Nav-Ratna Textile Mills Pvt. Ltd., v/s. Priyanka Bapna
2.	1605/SS/14	Nav-Ratna Textile Mills Pvt. Ltd., v/s. Priyanka Bapna
3.	1076/SS/15	Nav-Ratna Textile Mills Pvt. Ltd., v/s. Priyanka Bapna
4.	1598/SS/15	Nav-Ratna Textile Mills Pvt. Ltd., v/s. Priyanka Bapna
5.	1599/SS/15	Nav-Ratna Textile Mills Pvt. Ltd., v/s. Priyanka Bapna
6.	1600/SS/15	Nav-Ratna Textile Mills Pvt. Ltd., v/s. Priyanka Bapna
7.	4207/SS/15	Nav-Ratna Textile Mills Pvt. Ltd., v/s. Priyanka Bapna

The above matters shall stand adjourned by consent of parties till full and final payment is made as agreed herein.

7. The Applicant being Mrs. Priyanka Bapna (Respondent herein) has filed a Chamber Summons No. 234 of 2017, The Applicant sought relief in the said Chamber Summons to quash and set aside the Impugned Warrant of Attachment dt. 04th May 2016 issued in Execution Application No. 530 of 2016 and also present chambers summons carried out by the Applicant be stayed /

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[Signature]

adjourned till the compliance is made in terms of this Consent Term.

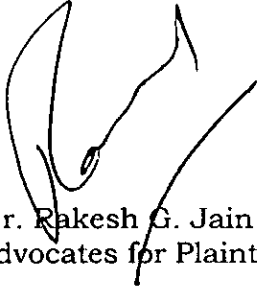
8. One Mr. Pradeep Kanayalal Jeswani has filed a Chamber Summons No. 202 of 2017 and has sought relief in the said Chamber Summons that the Warrant of Attachment dated 04th May 2016 and Warrant of Sale dated 24th Oct. 2016 in Execution Application No. 530 of 2016 in Arbitration Case No. A/33/2014/2015 in respect to Flat No. 902, blooming Heights, Near Hirandani Pacific Enclave, Powai, Mumbai - 400 076 be revoked, cancelled and lifted / raised. This chambers summons may be stayed / adjourned / kept in abeyance, a letter of Consent for keeping the same in abeyance / adjourned has been obtained from the said third parties and the same is annexed and marked as **Annexure - "1"** hereto.
9. M/s **Nav-Ratna Textile Mills** Pvt. Ltd. (Plaintiff herein) has filed a Chamber Summons No. 555 of 2017, The Applicant has sought relief in said Chamber Summons that the Respondent (i.e. Priyanka Bapna) do disclose her properties on Affidavit to secure the claim amount of the Applicant, further prayed by the applicant that Respondent to deposit a sum of Rs. 36,72,039/- by way of security and also issue Show Cause Notice under Order XXI rule 37 of the Code of Civil Procedure Code, 1908 and Warrant of arrest under Order XXI rule 38 of the Code of Civil Procedure Code, 1908 against the Respondent. This chambers summons may be kept in abeyance / adjourned.
10. One M/s. Texorange Corporaion Ltd. has filed a Chamber Summons No. 224 of 2017, The Applicant Intervener has sought certain reliefs in the said Chamber Summons, the Respondent herein has no connection whatsoever with the said third party, nor has any business association, the plaintiff is at liberty to deal with the said party as they may deem fit.
11. Upon the full payment of Rs. 26,00,000/- (Rupees Twenty-Six Lacs) being made all the Complaints filed by the Plaintiff under Section 138 of The Negotiable Instrument Act, more particularly listed at para 6 above shall stand withdrawn. The

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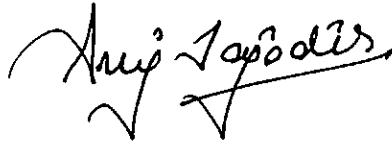
Applicant herein undertakes to withdraw the same upon the payment of Rs. 26,00,000/- (Rupees Twenty-Six Lacs Only). Chamber Summons No. 202 of 2017 mentioned at Para 8 be allowed upon full payment, Chamber Summons No. 555 of 2017 be dismissed as withdrawn upon full payment, and this execution Application shall stand fully satisfied and disposed of accordingly.

Dated this day of May 2018.



Mr. Rakesh G. Jain
Advocates for Plaintiff

For M/s. Nav-Ratna Textile Mills P. Ltd.

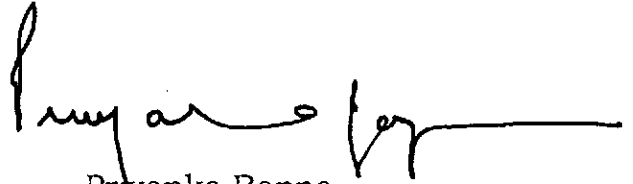


Director (Plaintiff)

For M/s. Singhi & Co.



Advocates for the Respondent



Priyanka Bapna
Respondent

Annexure - "1"

From: Mr. Pradeep K. Jeswani

Date: 16th April 2018

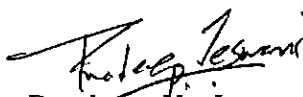
To: Ms. Priyanka Bapna

Sub : IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
CHAMBER SUMMONS NO. 202 OF 2017
IN
EXECUTION APPLICATION NO. 530 OF 2016
IN
ARBITRATION CASE NO. A/33/2014/2015
Navratna Textiles Mills Pvt. Ltd. ...Plaintiff
Versus
Priyanka Bapna ...Respondents
And
Pradeep Kanayalal Jeswani ...Applicant

Dear Madam,

As requested by you, I hereby give my consent to adjourn and / or keep in abeyance and / or stay the captioned proceedings. I do hereby give my consent as stipulated in the consent terms with the above named Plaintiff (Original Claimant).

Place: Mumbai.


Pradeep K. Jeswani.

**IN THE HIGH COURT OF
JUDICATURE AT BOMBAYORDINARY
ORIGINAL CIVIL JURISDICTION**

**EXECUTION APPLICATION NO. 530
OF 2016**

**IN
ARBITRATION CASE NO.
A/33/2014/2015**

**M/s. Nav-Ratna Textile Mills P. Ltd.
... Plaintiff**

Vs

**M/s. Priyanka Bapna
... Respondent**

CONSENT TERMS

Dated this day of May 2018

M/s. Singhi & Co.
(Registered)
Advocates, Solicitor & Notary
609, Dalamal Towers, 211,
Nariman Point, Mumbai- 400 021.
Tele Fax: 022- 22828926
Advocate for Respondents