

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY AND ORIGINAL CIVIL JURISDICTION
COMMERCIAL NOTICE OF MOTION NO. 477 OF 2017
WITH
COMMERCIAL NOTICE OF MOTION NO. 621 OF 2017
IN
COMMERCIAL SUIT NO.307 OF 2017**

Wind World (India) Ltd & Anr

..Plaintiffs

Vs.

Generation Eolica India Pvt Ltd & Ors

..Defendants

**WITH
COMMERCIAL NOTICE OF MOTION NO. 619 OF 2017
IN
COMMERCIAL SUIT NO.308 OF 2017**

**WITH
COMMERCIAL NOTICE OF MOTION NO. 622 OF 2017
IN
COMMERCIAL SUIT NO.545 OF 2017**

Mr. Yasheh Kamdar a/w Mr. Vivek Dwivedi I/b Manilal Kher Ambalal and Co. for Plaintiff (in all Suits)

Mr. Sandeep Dasgupta Authorized Signatory of plaintiffs present

Mr. Gaurav Joshi Senior Advocate a/w Mr. Siddharth Ranade and Mr. Prakhil Jain I/b Trilegal for Defendant No.1

Mr. Prakash Vora -Director of Defendant No.1 present in court.

CORAM : K.R.SHRIRAM, J.

DATE : 3rd MAY 2019

P.C.:

1 Plaintiffs and Defendant No.1 have entered into consent terms which in fact contemplates keeping the entire proceedings in abeyance. There are Petitions filed against plaintiff no.1 in NCLT, Ahmedabad, and a resolution professional has been appointed. It is for that reason this consent terms has been entered into. The consent terms is signed by authorized signatory of plaintiff nos.1 and 2 and the Director of defendant no.1. The suit as against defendant nos.3 and 4 has been rejected

and defendant no.2 has not entered appearance.

2 For ease of reference the said consent terms are scanned and reproduced below.

X¹ 5/5/19

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
COMM. SUIT NO.307 OF 2017

Wind World (India) Ltd. & Ors. ...Plaintiffs
V/s.
Generacion Eolica India Pvt. Ltd. & 3 Ors. ... Defendants

ALONG WITH

COMM. SUIT NO.308 OF 2017

Wind World (India) Ltd. & Ors. ...Plaintiffs
V/s.
En Wind Power Pvt. Ltd. & 3 Ors. ...Defendants

ALONG WITH

COMM. SUIT NO.545 OF 2017

Wind World (India) Ltd. & Ors. ...Plaintiffs
V/s.
En Renewable Energy Pvt. Ltd. & 3 Ors. ...Defendants

CONSENT TERMS

1. The above three Suits (i.e. COMS/307/2017, COMS/308/2017 & COMS/545/2017) were filed by the Plaintiffs, *inter alia*, disputing the alleged termination of the Operation and Maintenance Contracts as set out therein in the respective Suit/s. The Defendant No.1 had filed applications in the said Suits for referring the subject disputes to arbitration. Relevant Defendants had also initiated arbitration in accordance with the terms of the relevant contracts, where Plaintiff No. 1 came forward to

(Signature) Dated:

participate and had raised preliminary objections to jurisdiction, etc.

2. In addition to the said Suits and interim applications filed therein, applications for reference to arbitration and the arbitration proceedings, Defendant No.1 in three Suit/s had also filed the ^{three} above-noted Arbitration Petitions under section 9 of the Arbitration and Conciliation Act, 1996.

3. On 26th April 2017, this Hon'ble Court after hearing the parties had orally directed parties to maintain the status quo, i.e., Plaintiffs will continue to provide O&M services and Defendant No.1 will continue to pay the amount for such services. The said understanding is operating till date.

4. However, it was subsequently allegedly observed that the O&M services of the Plaintiffs was not up to the expected standards, which was also the source of the dispute to begin with. Consequently, on 15 May 2017, this Hon'ble Court issued protective orders for the relevant Plaintiffs to undertake immediate repair and maintenance work on the wind turbines and to keep them running in good working condition.

5. On 20th February 2018, the Hon'ble National Company Law Tribunal, Ahmedabad (hereinafter referred to as "**the NCLT**") had admitted an Application No. C.P NO. (TB)

14/7/NCLT/AHM/2018 of 2018 filed by IDBI Bank Ltd. for initiation of Corporate Insolvency Process in respect of Plaintiff No.1. As a consequence of the admission of this application, and by operation of law, a moratorium in accordance with the provisions of Section 13(1)(a) read with Section 14 of the Insolvency and Bankruptcy Code, 2016 (hereinafter referred to as "**the IBC**") was declared with consequential directions.

6. On 19th November 2018 a Resolution Plan (duly approved by Committee of Creditors) was submitted by the Plaintiff No.1 before the NCLT vide Interlocutory Application No. 476 of 2018 in C.P. (I.B.) No.14/NCLT/AHM/2018 ("**said Application**"). The said Application is awaiting adjudication and approval of the NCLT. Once the said Resolution Plan is adjudicated upon and approved and successful Resolution Applicant takes over the management of the Plaintiff No.1, in accordance with the terms and conditions of the Approved Resolution Plan, the parties herein might attempt to amicably settle the subject disputes. The Resolution Professional is desirous of entering into current consent term given that the Corporate Insolvency Resolution Process (**CIRP**) of the Plaintiff No.1 is at a very advanced stage.

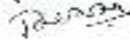
7. Therefore, as Plaintiff No. 1 through its Resolution Professional is desirous of settling the present dispute and has requested the Defendants for their cooperation and patience considering that it would be beneficial for all



parties to the dispute to wait for the implementation of the Approved Resolution Plan and the takeover of charge of the Corporate Debtor by the Successful Resolution Applicant, who can then address all issues in a holistic and effective manner. The present Consent Terms are filed in the above captioned matters based on present understanding, i.e., *"that the Plaintiffs will continue to provide Operation and Maintenance services to Defendant No.1 (in each of the aforesaid Suits) and Defendant No.1 will continue to make payment for availing such services on the interim arrangement currently in place as recorded in Minutes of Meeting dated 10th October 2018, till such time Resolution Plan is approved, implemented and a successful Resolution Applicant is in place".*



8. Till such time the above three Suits ~~and Arbitration Petitions~~ and all interim motions shall be kept in obedience.



Once the final order is passed in NCLT, both parties will apprise the Hon'ble Court of the same and seek further directions. Neither party to this Consent Terms gives up or forfeits any right or contention raised in any proceedings directly or indirectly concerned with the subject dispute, whether in the Suits or Arbitration Petitions or the Arbitrations or Appeals or otherwise. Parties unequivocally agree that the said status quo may not be read to the advantage or prejudice of either party in any pending or future legal proceedings.




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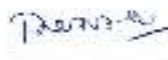
9. The Parties hereto agree, confirm and undertake before this Hon'ble Court that both parties and their respective representatives who are signatories to the present Consent Terms are authorized to do so and have read and understood the present Consent Terms and thereafter signed the present Consent Terms based on own commercial wisdom without any undue influence and coercion of any nature whatsoever.

10. Accordingly, the proceedings are adjourned in terms of the present Consent Terms.

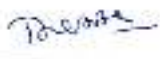
11. No order as to costs.

Dated this 3rd day of May 2019


Plaintiff No.1
(Signed for paper)
Authorized signatory


Defendant No.1
PRACHIN K. VERMA
(Plaintiff)


Plaintiff No.2
(Signed for paper)
Authorized signatory


Defendant No.1
PRACHIN K. VERMA
(Plaintiff)

In COMS/307/2017

In COMS/307/2017

In COMS/308/2017

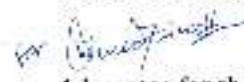
In COMS/308/2017

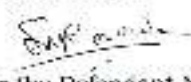
In COMS/545/2017

In COMS/545/2017

M/s. Manilal Khur Ambalal & Co.

M/s. Trilegal


Advocates for the Plaintiffs


Advocates for the Defendant No. 1


Plaintiff



Company under Corporate insolvency resolution
process by NCLT Order dated February 20, 2018

WWL/RP/68/BG/2018

December 17, 2018

Limited Authorization Letter

Subject: In the matter of Generation Eolica India Pvt. Ltd versus Wind World (India) Ltd, En Wind Power Pvt. Ltd versus Wind World (India) Ltd and En Renewable Energy Pvt. Ltd versus Wind World (India) Ltd

I, Shailesh Shah, the Resolution Professional of M/s Wind World (India) Limited hereby authorize Mr Sandeep Dasgupta, Vice President - Operations to sign, declare, verify, affirm and file the affidavit in Interest of the Company, as may be deemed fit and necessary, in support of the notice of motion in the above matters.

This authority letter shall remain valid until my term as a Resolution Professional of the Company.

For Wind World (India) Limited


Shailesh Shah
IBBI Regn No. IBBI/PA-001/IP-PC0408/2017-2018/10725
Resolution Professional
Wind World (India) Limited

Address for correspondence
5th Floor, Lodha Excelus, Apollo Mills Compound,
N M Joshi Marg, Mahalaxmi,
Mumbai, Maharashtra, 400011



Wind World (India) Limited

Corporate Office
Wind World Towers, Plot No A-9, Veera Industrial Estate,
Veera Desai Road, Andheri (West),
Mumbai - 400 053, Maharashtra, India
Tel : +91-22-46-02 4848 | Fax : +91-22- 6734 0475

Regd. Office & Plant
Survey No.33, Daman Petala Road, Bhimpur,
Daman (UT.) - 396 210, India
Tel: +91-200-273-0634/223 0638 Fax: +91-260-221 3503



email: info@windworldindia.com | web: www.windworldindia.com | CIN No.: U11700DD2005PLC003226



**LETTER OF AUTHORITY
TO WHOMSOEVER IT MAY CONCERN**

We, M/s. Wind World (India) Infrastructure Private Limited CIN No.U45200MH2005PTC156819 (Hereinafter referred to as the company) having registered office at Wind world Tower, A-9, Veera Industrial estate, Veera Desai road , Andheri West- 400 053, India through our Director Mr. Yogeshh Mehra hereby authorize Mr. Sandeep Dasgupta – authorised signatory to do following acts on behalf of the Company in the matter of Generation Edifica India Pvt. Ltd. Vs. Wind World (India) Infrastructure Private Limited, EN Wind Power Pvt. Ltd Vs. Wind World (India) Infrastructure Private Limited and EN Renewable Energy Pvt. Ltd. Vs. Wind World (India) Infrastructure Private Limited.

1. To sign, verify and execute all types of Pleadings, Written Statements, Replies, Counter Claims, Rejoinders, Affidavits, Applications, Suits, Plaints, Vakalatnams, Appeal Memos, Compromise Documents and all other necessary Papers as may be necessary to protect the interest of the Company in respect of and relating to any litigation initiated or to be defended by Wind World (India) Infrastructure Private Limited at and before all forums including jurisdictional high court, tribunal, adjudicating authority or other statutory, judicial or quasi-judicial authorities.

2. To appoint, engage and instruct Advocate/s, Counsel, to pay necessary Court fees, to produce and receive documents, to depose on oath and to do all acts that are just and necessary in respect of aforesaid legal proceedings. This Authority letter will be in force so long as Mr. Sandeep Dasgupta are in the services of the Company or revoked by any deed in that regard, whichever is earliest.

For, Wind World (India) Infrastructure Pvt. Ltd.


Mr. Yogeshh Mehra
Director

Place: Mumbai
Date : 02nd May, 2019


Accepted By
Mr. Sandeep Dasgupta


THANKE

WIND WORLD (INDIA) INFRASTRUCTURE PVT. LTD.

Regd. Office : Wind World Tower, A-9, Veera Industrial Estate, Veera Desai Road, Andheri (West), Mumbai - 400 053.

Phone : 81-22-8582 4540 Fax : 91-22-8704 0473

Bangalore Office : No. 10, "Casa Bratta", 3rd Floor, Brunton Road, Bangalore, Karnataka, India.

Phone : +91-80-42429000 Fax : 91-80-40428000 CIN No.: U45200MH2005PTC156819

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- 3 Order in terms of consent terms .
- 4 All statements and undertakings are accepted
- 5 In view of the above Notices of Motion No.477 of 2017, 754 of

2017 and 470 of 2017 stand disposed with liberty to apply afresh if need arise.

6 All to act on authenticated copy of this order.

(K.R. SHRIRAM, J.)