

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

**NOTICE OF MOTION NO. 25 OF 2019
IN
INSOLVENCY PETITION NO. 6 OF 2010**

Pitamber Belai ... Applicant/Insolvent No.2

In the matter of
Kaypee Enterprises & Anr. ... Insolvents

Ex-parte :
Dodia Electrical ... Petitioning Creditor
And
The Official Assignee of Bombay ... Respondent

Mr. Anil P. Bagwe for the insolvent.
Mr. E.B. Shivkumar, Deputy Official Assignee, present.

CORAM : R.I. CHAGLA, J.

DATED : 3rd SEPTEMBER, 2019.

P.C. :

1 The learned Counsel for the Insolvent seeks annulment of the order of adjudication of insolvency under Section 21(1) of the Presidency Towns Insolvency Act, 1909 on ground of full payment. There are no objections on the part of the Official Assignee other than the objection raised as to the payment of the deficit of the Official Assignee Commission. There is an undertaking filed by one Shweta Belai, a well wisher of the Insolvents who undertakes to pay the deficit, if any, in respect of the payment of the said

creditors if any, filing their claim on or before the date of annulment of the order of adjudication in the office of the Official Assignee.

2 The Official Assignee has further raised an objection that the undertaking should also include that the well wisher undertakes to pay the deficit in respect of the payment of said creditors filing the claim even after the date of annulment of the order of adjudication in the office of the Official Assignee. The learned Counsel for the Insolvent, on instructions, states that this will also be complied with by the Insolvent and that if there is any deficit in respect of payment of said creditors, if any, filing the claim after the date of annulment of the order of adjudication, the same shall be paid in the office of the Official Assignee. The statement is accepted.

3 Further, the learned Counsel for the Insolvent states that the Insolvent shall pay the deficit of Rs.2,335/- being the deficit of the Official Assignee's Commission. The statement is accepted.

4 The Notice of Motion is accordingly made absolute in terms of prayer clauses (a) to (e) subject to the statements being complied with.

5 Notice of Motion is accordingly disposed of.

(R.I. CHAGLA, J.)