

\$~12

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ O.M.P.(I) (COMM.) 2/2019
CASE NEW HOLLAND CONSTRUCTION EQUIPMENT (INDIA)
PVT. LTD. & ANR. Petitioners

Through: Mr. Niraj Singh with Ms. Rajshree
Chaudhary, Advs

versus

GLOBEX SOLUTIONS PVT. LTD. & ORS. Respondents
Through: None.

CORAM:
HON'BLE MR. JUSTICE RAJIV SHAKDHER

ORDER
% **07.01.2019**

I.A. No. 33/2019 (Exemption)

1. Allowed, subject to just exceptions.

O.M.P.(I) (COMM.) 2/2019

2. At the outset, counsel for the petitioners says that since respondent no. 2 to 4 are the Directors of respondent no. 1, these respondents could be deleted from the array of parties.

2.1 It is ordered accordingly.

2.2 Counsel for the petitioners will file an amended memo of parties.

3. According to the counsel for the petitioners, the respondents were to provide warehousing facility to the petitioners. This arrangement was however, terminated.

4. The fact that the arrangement was brought to an end according to the

petitioners has been captured in Memorandum of Understanding dated 17.08.2018 (in short “MOU”).

5. Counsel for the petitioners says that in terms of the very same MOU, the respondents were to pay a sum of Rs. 1,25,27,987/- to the petitioners. This sum was due and payable as on 31.07.2018.

6. Counsel for the petitioners says that thereafter mails have been sent by the respondent no. 1 for revival of the MOU upon time being given to pay the aforementioned amount, *albeit*, in instalments.

7. Issue notice to respondent no. 1 (now the sole respondent)

8. In addition, service be effected via private mode as well.

9. Renotify the matter on 15.04.2019.

10. On the next date of hearing, the Director of the respondent no. 1 shall remain present in the Court.

RAJIV SHAKDHER, J

JANUARY 07, 2019

c