

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

ARBITRATION PETITION NO.372 OF 2020

LENEXIS FOOD WORKS PVT.LTD. ...PETITIONER

VERSUS

M/S. VORA ASSOCIATES ...RESPONDENT

CONSENT TERMS

1. The Petition as above has been filed by the Petitioner under Section 9 of Arbitration and Conciliation Act, 1996, claiming an amount of Rs.31,20,180/- (Rs. Thirty One Lakhs Twenty Thousand One Hundred and Eighty Only) against the Respondent in respect of Security Deposit of Rs.9,00,000/- and Rs.22,20,180/- spent by the Petitioner in carrying out the interior work on the Licensed Premises situated at "Acropolis", Laxman Mhatre Road, Opposite Mary Immaculate Girls High School, Borivali (West), Mumbai-400 103.
2. With a view to resolve the issue herein and to settle the Claims as raised herein, the parties have agreed to settle the dispute amicably and therefore are filing these consent terms and *inter alia* recording the terms of settlement between them.
3. Accordingly, pursuant to negotiations held between the Parties, the Petitioner and the Respondent have arrived at a settlement whereby the Respondent shall pay to the Petitioner a sum of Rs.14,00,000/- (Rupees Fourteen Lakhs Only) (hereafter **Settlement Amount**) in full and final settlement and satisfaction of all the claims of the Petitioner against Respondent including the entire outstanding as claimed by the Petitioner herein against the Respondent. The Petitioner confirms that the Settlement Amount is the full and final amount receivable by the

Petitioner from the Respondent and Leave and License Agreement dated 16th July, 2018 stands cancelled.

4. The Respondent agrees and undertake to make payment of the aforesaid Settlement Amount of Rs.14,00,000/- (Rupees Fourteen Lakhs Only) to the Petitioner towards the full and final settlement of the Petitioner's claim herein and Petitioner has agreed to accept the said offer and therefore does not wish to pursue the proceedings any further. The settlement amount of Rs.14,00,000/- (Rupees Fourteen Lakhs only) shall be paid by the Respondent in a manner, the details of same are given below:

- (i) Rs.6,00,000/- (Rs. Six Lakhs Only) on or before 05th March, 2021 for which Cheque No. 002202 dated 3rd March, 2021 payable at HDFC Bank, Borivali (West), Mumbai Branch is issued & handed over on execution hereof.
- (ii) Remaining Balance amount of Rs.8,00,000/- (Rs. Eight Lakhs Only) shall be payable by 4 monthly instalments of Rs.1,50,000/- each immediately from next month from the date of the execution of present Consent Terms and thereafter by two monthly instalments of Rs.1,00,000/- each as per the following payment schedule:
- (iii) Rs. 150,000/- on or before 5th April, 2021, for which a post dated cheque bearing No.002201 dated 5th April, 2021 drawn on HDFC Bank, Borivali (West) Branch, is issued & handed over on execution of this Consent Terms.

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- (iv) Rs. 150,000/- on or before 5th May, 2021 for which a post dated cheque bearing No.002200 dated 5th May, 2021 drawn on HDFC Bank, Borivali (West) Branch, is issued & handed over on execution of this Consent Terms.
 - (v) Rs. 150,000/- on or before 5th June, 2021 for which a post dated cheque bearing No. 002199 dated 5th June, 2021 drawn on HDFC Bank, Borivali (West) Branch, is issued & handed over on execution of this Consent Terms.
 - (vi) Rs. 150,000/- on or before 5th July, 2021 for which a post dated cheque bearing No.002198 dated 5th July, 2021 drawn on HDFC Bank, Borivali (West) Branch, is issued & handed over on execution of this Consent Terms.
 - (vii) Rs. 100,000/- on or before 5th August, 2021 for which a post dated cheque bearing No. 002197 dated 5th August, 2021 drawn on HDFC Bank, Borivali (West) Branch, is issued & handed over on execution of this Consent Terms.
 - (viii) Rs.100,000/- on or before 5th September, 2021 for which a post dated cheque bearing No.002196 dated 5th September, 2021 drawn on HDFC Bank, Borivali (West) Branch, is issued & handed over on execution of this Consent Terms.

5. In compliance with the obligations of the Respondent to pay a sum of Rs.6,00,000/- on or before 05th March, 2021, the Respondent has issued a

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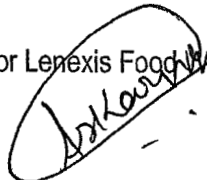
Cheque of Rs.6,00,000/- by cheque No. 002202 dated 3rd March, 2021 payable at HDFC Bank, Borivali (West), Mumbai 400 092 and handed over the same to Petitioner before signing of these Consent Terms. The Respondent agrees and undertakes to Honour the said Cheque as well as other Post dated cheques, when presented.

6. Petitioner shall handover the keys of the Licensed premises to the Respondent simultaneously against payment of the First Installment as above.
7. Agreed, declared and undertaken by the Respondent that since, the Respondents have entered into Leave and license Agreement with a third Party, the License fee received thereof from such Third Party, shall be utilized to clear the dues of the Petitioners.
8. Agreed, declared and undertaken that the Respondent waives off its claim against the Petitioner towards payment of any restoration charges in respect of the said license premises and similarly agreed, declared and undertaken that the Petitioner waives off its claim against the Respondent towards payment of any interest on the refundable security deposit amount once the payment is done as agreed hereto.
9. Agreed, declared and undertaken by the Respondent that after payment of last installment as agreed in terms of Clause 4 as above, the present settlement shall stand concluded and duly complied herewith accordingly.
10. In the event of the Respondent failing to honor the payment obligations as set out hereinabove, then, without prejudice to the rights and remedies available to the Petitioner under law, the Respondent hereby agrees and undertakes that the violation of the present terms would give the Petitioner all rights to execute this Consent Terms as Executable Decree of this Hon'ble Court.

11. Upon execution and realization of a sum of Rs.14,00,000/- (Rupees Fourteen Lakhs Only) on due dates as mentioned in Clause 4 hereinabove, either party undertake not to file any claims or counter claims and/or litigate against the other party before any Court/Authority/Forum for any other relief's pertaining to the subject matter of current petition.
12. The parties have mutually agreed and confirmed that after realization of the payment of Rs.14,00,000/- (Rupees Fourteen Lakhs Only), they shall unconditionally withdraw all claims and allegations against each other.
13. These Consent terms represents the entire agreement between the parties & supersedes any prior representations, any prior understanding, any prior writing, and prior consent terms, made by or on behalf of any of the Parties at any point of time.
14. Respondent willfully undertakes to abide by all the undertakings as recorded under these consent terms.
15. Both the parties shall bear their respective costs and expenses.
16. Liberty to Apply.

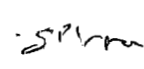
Dated this 05th day of, March, 2021.

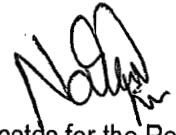
For Lenexis Food Works Pvt. Ltd.


Petitioner (Authorized Rep.)


Advocate for the Petitioner

For M/s. Vora Associates,


Respondent


Advocates for the Respondent

EXTRACTS OF THE MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF LENEXIS FOODWORKS PRIVATE LIMITED HELD ON TUESDAY 3RD DECEMBER, 2019 AT 11.00 AM AT GALA IMPECCA, LEVEL 6, ANDHERI KURLA ROAD, J. B. NAGAR, ANDHERI (EAST) MUMBAI 400059

Authority to issue Notice and file petition(s)/proceedings before Bombay High Court, Bombay City Civil Court and other Courts/Forums/Tribunals.

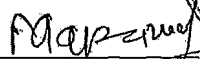
RESOLVED THAT Mr. Hemant Shukla and Mrs. Apurva Karpe of the Company, be and are hereby severally authorized:

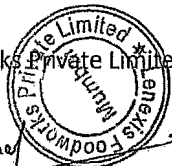
- (a) To sign and file Plaints, Petitions, Complaints, Appeals, Applications, Affidavits, Declarations, Undertakings, Compromise Deed, Written Statements, Counter Claims, Vakalatnama and such other documents before Bombay High Court, Bombay City Civil Court and other Courts/Forums/Tribunals for initiating recovery proceedings, filing of Petitions, Suits, Application and other Proceedings and to represent the Company before Bombay High Court, Bombay City Civil Court and other Courts/Forums/Tribunals.
- (b) To lead evidence, file affidavits, or other documents, in such cases and to represent the Company till final disposal of the said cases, earlier filed or to be filed by or against the Company before Bombay High Court, Bombay City Civil Court and other Courts/Forums/Tribunals;
- (c) To compromise, compound and withdraw the petitions, appeals or other legal proceedings filed by or against the Company before Bombay High Court, Bombay City Civil Court and other Courts/Forums/Tribunals;
- (d) To file appeal before Bombay High Court, Bombay City Civil Court and other Courts/Forums/Tribunals and do all other necessary acts to prosecute or defend the appeal before any appellate authority including Bombay High Court and Supreme Court of India.

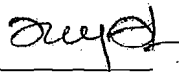
RESOLVED FURTHER THAT the aforesaid resolution will be valid till the abovementioned officials are in the employment of the Company;

RESOLVED FURTHER THAT a certified true copy of the aforesaid resolution be forwarded to before Bombay High Court, Bombay City Civil Court and other Courts/Forums/Tribunals as and when required."

For Lenexis Foodworks Private Limited


(Madhusudan Agrawal)
Chairman




(Aayush Agrawal)
Managing Director



VORA ASSOCIATES

'A' Wing, 1st floor, Dattani Tower, Kora Kendra, S.V.Road, Borivali (W), Mumbai - 400 092.
Tel.: 28994365, Email: info@voraskyline.biz

3rd March, 2021

AUTHORITY LETTER

We, Shailesh Pranlal Vora and Jyoti Shailesh Vora, Partners of M/s. Vora Associates, hereby authorize Mr. Shailesh P. Vora on behalf of M/s. Vora Associates to sign, execute and file Consent Terms in Arbitration Petition filed by one Lenexis Food Works Pvt. Ltd. against M/s. Vora Associates at High Court Bombay, at its Ordinary Original Civil Jurisdiction, bearing lodging No.44 of 2020 and to acknowledge the terms thereof before the Hon'ble High Court.

For VORA ASSOCIATES

Silva

Partner

(Shailesh P. Vora)
Partner

For VORA ASSOCIATES

J.S. Vora
K

Partner

(Jyoti S. Vora)
Partner

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ARBITRATION PETITION NO. 372 OF
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LENEXIS FOOD WORKS PVT.LTD
...PETITIONER.

VERSUS

M/S. VORA ASSOCIATES
...RESPONDENT

CONSENT TERMS

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Dated this 05th day of March, 2021

Mr. Hafeezur Rahman &
Jhangiani Narula Associates
Advocates for the Petitioner
& Respondents
Mumbai-400 001.