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

**INTERIM APPLICATION (LODGING) NO. 26505 OF 2023
IN
COMMERCIAL SUIT NO. 235 OF 2021
WITH
INTERIM APPLICATION NO. 1719 OF 2022
IN
COMMERCIAL SUIT NO. 235 OF 2021**

Sekura Roads Limited ...Applicant

In the matter between

Sekura Roads Limited ...Plaintiff

vs.

Inland FS Transportation
Networks Ltd. and Ors. ...Defendants

**WITH
COMMERCIAL APPEAL (LODGING) NO. 25664 OF 2021
IN
INTERIM APPLICATION NO. 1917 OF 2022**

Infrastructure Leasing and
Financial Services Ltd. ...Appellant

vs.

Sekura Roads Limited and Ors. ...Respondents

Mr.Harsh Salgia i/b. Khaitan and Company - Advocate for
Applicant-Plaintiff in Interim Application (L) No.26505 of 2023
and Commercial Suit No.235 of 2021.

Ms.Drishti Das a/w Ms.Roma Bhajani i/b. Cyril Amarchand
Mangaldas - Advocates for Appellant in Commercial Appeal (L)
No.25664 of 2021.

Ms.Drishti Das a/w Ms.Roma Bhajani i/b. Cyril Amarchand Mangaldas - Advocates for Defendants in Commercial Suit No.235 of 2021.

CORAM : S. M. MODAK, J.

DATE : 29th SEPTEMBER 2023

P. C. :-

1. Heard learned Advocate for the Applicant-Plaintiff and learned Advocate for the Defendants - Respondents.
2. This Court has passed ad-interim relief in terms of prayer clause a-1 of Interim Application No.1719 of 2022 vide order dated 13th October,2021. The Respondents have challenged the said order and Division Bench has admitted their Appeal.
3. In the meantime, both the parties have agreed to settle the dispute and the draft ("*Agreed Form Revised SPA*") about restated agreement is also finalized. The Seller - Respondents and Company has agreed to execute that agreement once the order dated 13th October, 2021 will be vacated. Hence, this Interim Application is filed.
4. It is annexed by draft of restated Share Purchase Agreement ("*SPA*"). Clause No.2.4(c) mentions about this arrangement. Even both these parties have also approached the National Company Law Tribunal ("*NCLT*") thereby seeking an approval for sale of the shares and it is mentioned in Clause

No. 4.2(a) of this SPA.

5. In view of the above developments, now the Plaintiff do not want to prosecute this Suit and Interim Application also. It is consented by the learned Advocate appearing for Respondents.

6. Prayer clauses (a) and (b) read thus :-

“(a) that the Order dated 13 October 2021 passed by the Hon'ble Bombay High Court in Interim Application No. 1719 of 2022 be vacated;

(b) that the Plaintiff be allowed to withdraw Commercial Suit No. 235 of 2021 in terms of Clause 2.4 (c) of the Agreed Form Revised SPA with refund of Court Fees, as applicable;”

7. In view of that, following order is passed :-

O R D E R

- (i) Prayer clauses (a) and (b) are allowed.
- (ii) Suit is disposed of as withdrawn. Interim Applications, if any, are also disposed off.
- (iii) Refund of Court Fees as per the Rules.

[S. M. MODAK, J.]