

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

NOTICE OF MOTION NO. 16 OF 2024
IN
INSOLVENCY NOTICE NO. 11 OF 2023

MR.NANDKISHORE O. DHANUKA)...APPLICANT

IN THE MATTER BETWEEN

RE :
M/S.LAMINATING AND PACKING PRODUCTS)...JUDGMENT
AND OTHERS) DEBTORS

EX-PARTE :

VIKAS GAURISHANKAR JHUNJHUNWALA)...JUDGMENT
CREDITOR

Mr.R.A.Shaikh a/w. Ms.Ushal S. Agarwal, Advocate for the Applicant /
Judgment Debtor.

Mr.Ajinkya Lokare, Advocate for the Judgment Creditor.

Ms.C.J.Bhatt, Official Assignee a/w. Mr. Subodh Patil, Deputy Official
Assignee and Mr.D.B.Iswalkar, 1st Assistant to Official Assignee, present
in Court.

Ms.M.R.Parkar, Insolvency Registrar, present in Court.

Mr.Vikas Jhunjhunwala, Judgment Creditor, present in Court.

Mr.Nandkishore Dhanuka, Applicant/Judgment Debtor, present in
Court.

CORAM : ABHAY AHUJA, J.

DATE : 17th DECEMBER 2024

P.C. :

1. Mr.Lokare, learned Counsel, appears for the Judgment Creditor
and submits that he has instructions to state that the Notice of Motion

be allowed in terms of prayer clause (a1) on the understanding that the balance Rs.5 lakhs would be paid within a period of six months.

2. Mr. Shaikh, learned Counsel, appears for the Judgment Debtor and submits that a post dated cheque of Rs.5 lakhs has already been given to the Judgment Creditor.

3. Statements are accepted.

4. The Notice of Motion, accordingly, stands allowed and disposed in terms of prayer clause (a) which reads thus :

“(a1) That this Hon'ble Court be pleased to quash and set aside the Insolvency Notice No.N/11 of 2023 and other proceedings initiated in pursuance of Insolvency Notice No.N/11 of 2023 in view of the Consent Terms dated 13th August 2024 entered between the Judgment Creditor (Original Plaintiff) and Judgment Debtor (Original Defendants) annexed at Exhibit C to the Affidavit-in-support of Notice of Motion.”

(ABHAY AHUJA, J.)