

## Inox Wind Limited Vs Barkat Cranes & Equipments Private Limited

**Court:** National Company Law Tribunal, Mumbai Bench Court VI

**Date of Decision:** March 14, 2024

**Hon'ble Judges:** K. R. Saji Kumar, Member (J); Sanjiv Dutt, Member (T)

**Bench:** Division Bench

**Advocate:** Yash Wardhan Tiwari, Avinash Joshi

**Final Decision:** Disposed Of

### Judgement

1. Counsel for OC and CD jointly tendered the Settlement Agreement  $\tilde{A}$ , between the parties and submit that the matter is settled and the C.P. may be

allowed to be withdrawn.

2. Having considered the Settlement Agreement and heard both the Counsel for OC and CD, the C.P. is allowed to be withdrawn with liberty to the

$\tilde{A}$ , OC to revive the C.P. by filing an affidavit, in the event of failure of any of the conditions as set out in the settlement agreement, more particularly,

Paragraphs 1 and 3 as to the payment of the default amount.

3. The CD will also have liberty to raise the matter in the event of violation of  $\tilde{A}$ , the terms of the Settlement Agreement. The main C.P. is disposed

of as  $\tilde{A}$ , withdrawn.