

COMPANY LAW BOARD  
NEW DELHI BENCH  
NEW DELHI

CP NO. 2/MB/2015

CA NO. 92/634A/2016

PRESENT: CHIEF JUSTICE M. M. KUMAR  
CHAIRMAN

ATTENDANCE-CUM-ORDER SHEET OF THE HEARING OF NEW DELHI BENCH OF THE  
COMPANY LAW BOARD ON 23.05.2016

NAME OF THE COMPANY: Sohel  
Vs.  
M/s. SBL Energy Ltd. & Ors.

SECTION OF THE COMPANIES ACT: 634A of the Companies Act 1956.

S.NO.	NAME	DESIGNATION	REPRESENTATION	SIGNATURE
1.	Shyam Dewani,	Adv.	For Petitioner/Applicant	<u>Shyam Dewani</u>
2.	Sohel Anil	Self	Petitioner/Applicant.	<u>Anil</u>
3.	Siddhantha Patra.	Adv. (Proxy)	Respondent.	<u>Patra</u>
4.	Nitin Lalwani	Advocate	Applicant	<u>Nitin Lalwani</u>
5.	Anju Jain	Advocate	Respondent ] →	<u>Patra</u>
6.	Kitesh Sachar	Advocate		

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## ORDER

CA No. 92/MB/2016:

This is an application filed under section 634A of the Companies Act 1956 complaining that the order dated 30.04.2015 passed by this court has not been complied with. According to para 2 of the aforesaid order passed in CP No.02/2015 the consent terms were accepted by the parties and it was expected of both the parties that they would abide by these terms and conditions within the time stipulated therein. The consent terms are dated 28.04.2015 (Annexure- A, P-2). In para 3 it was made clear that in case the parties confront any difficulty they were free to approach the C.L.B. for the implementation of the consent terms which were made subject to applicable law. The C.A. was accordingly disposed of.

Ld. counsel for the applicant has pointed out that there is flagrant violation of the consent terms No. 3, 4, 6, 15 and 24.

Reply to the application as well as rejoinder have been filed and I have heard ld. counsel for the parties.

On behalf of the non-applicant it has been submitted at the outset that Rs. 85 lacs towards additional personal guarantee shall be deposited with the Punjab National Bank within two weeks from today which would discharge obligations undertaken in clause 12.

In respect of Clause 3, ld. counsel for non-applicant-states that he would be able to seek instructions with regard to two magazine buildings out of three which are to be retained for a period of 15 years subject to further conditions stated therein. Ld. counsel shall ensure instructions in that regard.

In respect of Clause-6, it has been stated that the counsel for the respondent shall furnish details of the land which is offered in exchange with the land belonging to the petitioner within two weeks by sending appropriate communi-

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cation by speedpost/e-mail or any other mode. Thereafter effective steps shall be taken by petitioner No.1 as the land in possession of Respondent No.1 company belongs to Shri Ali Sayeed, who is the brother of Petitioner No.1. Needful shall be done before the next date of hearing.

In respect of Clause 15 Form DIR-11 has been uploaded in the MCA Portal regarding resignation of Petitioner No.1 from the Respondent No.1 company. The date of resignation is shown to be 01.02.2016. Let the new Form DIR-11 and DIR-12 be uploaded showing the date of resignation from 30.11.2015.

In respect of Clause-24 the non-applicant-respondent has already applied for shifting of electric transformer from its location at its own land survey No.275 at their own cost. The petitioner group has to apply for a new connection at their own cost for electric transformer to be located on the land belonging to them. Needful shall be done before the next date of hearing.

For compliance of the aforesaid stipulations, an additional affidavit by the non-applicant-respondent No. 1, 2, 3 & 4 be filed with a copy in advance to the counsel opposite a week before the next date of hearing.

List on 25.07.2016 at 2.00 PM.

  
[CHIEF JUSTICE M.M. KUMAR ]  
CHAIRMAN

Date: 23.05.2016  
[ ravi ]