

NATIONAL COMPANY LAW APPELLATE TRIBUNAL
NEW DELHI

IA No.4305 of 2019

in

Company Appeal (AT) (Ins) No.473 of 2019

IN THE MATTER OF:

Jain Irrigation Systems Ltd.

...Appellant

Versus

Sakthi Sugars Ltd.

...Respondent

**For Appellant: Ms. Bonita Singh and Ms. Noomi Chandra,
Advocates**

For Respondent: Shri Siddharth Gautam, Advocate

ORDER

20.12.2019 On 10.12.2019, this Tribunal heard the instant Company Appeal (AT) (Ins) 473 of 2019 and reserved its Judgement. In the meanwhile, a joint Memorandum of Terms of Compromise dated 13.12.2019 was filed in respect of parties and in full and final settlement of the Appellant's claim. The terms of settlement arrived at between the parties runs as under:-

“2. The Appellant and the Respondent have agreed that towards interest on the principal amount crystalized as aforesaid, which is to be recovered from the farmers for the delay in payment, a sum of Rs.957.93 lakhs shall be paid by the Respondent to the Appellant. The Respondent will be at liberty to recover the said interest from the respective farmers without prejudice and recourse to the Appellant.

3. Accordingly, and in full and final settlement of the claim of the Appellant, the Respondent shall pay aggregate sum of Rs.1700 Lakhs in instalments as set out hereunder:

Month	Rupees in Lakhs
Before 16 th December 2019	350
Before 4 th January 2020	150
Before 15 th February 2020	130
Before 15 th March 2020	70
Before 15 th April 2020	75
Before 15 th May 2020	75
Before 15 th June 2020	75
Before 15 th July 2020	75
Before 15 th August 2020	75
Before 15 th September 2020	75
Before 15 th October 2020	75
Before 15 th November 2020	75
Before 15 th December 2020	75
Before 15 th January 2021	100
Before 15 th February 2021	100
Before 15 th March 2021	125
TOTAL	1700

2. It transpires from the Joint Memorandum of Terms of Compromise dated 13.12.2019 that the parties had agreed that in case of any default in

regard to the aforesaid payments to be made in future, then the Appellant shall have the right to approach this Tribunal under IBC for appropriate relief. The terms of Memorandum of Compromise in regard to full and final settlement arrived at between the parties is taken on record and the same is recorded. The respective Learned Counsels appearing for the parties have submitted before this Court that the parties have arrived at a full and final settlement of the claim and they also accept the said terms of Memorandum of Compromise dated 13.12.2019.

3. At this juncture, it is brought to the notice of this Tribunal by the Learned Counsel for the Appellant that the first instalment mentioned in para – 3 of the Memorandum of Terms of Compromise to the effect that sum of Rs.350 lakhs (Rupees Three Hundred and Fifty Lakhs) was paid on 16th December, 2019 and the said statement of the Learned Counsel for the Appellant in this regard hereby is recorded.

4. In view of the fact that the parties have arrived at the Memorandum of Terms of Compromise and in full and final settlement of the claim and they have agreed to abide by the terms and conditions stipulated in para – 3 of the terms of joint Memorandum of Compromise dated 13th December, 2019, this Tribunal hereby orders that the Joint Memorandum of Terms of Compromise dated 13th December, 2019 shall be deemed to be the Decree passed by this Tribunal in the present Appeal.

5. In case, the Appellant fails to adhere to the terms of compromise, then it is open to the aggrieved party to file necessary Application before the appropriate Tribunal and seek necessary relief, if it desires/ advised.

Accordingly, the Appeal stands disposed of along with IA No.4305 of 2019. No costs.

[Justice Venugopal M.]
Member (Judicial)

[Kanthi Narahari]
Member (Technical)

[V.P. Singh]
Member (Technical)

/rs/md