

**NATIONAL COMPANY LAW APPELLATE TRIBUNAL**  
**NEW DELHI**

**Company Appeal (AT) (Ins) No.795 of 2019**

**IN THE MATTER OF:**

M/s. Aarti International Ltd.  
G.T. Road, Miller Ganj,  
Ludhiana – 141003  
Through its Authorized  
Signatory  
Mr. Arun Thakur

**Before NCLT**

Petitioner/  
Operational Creditor

**Before NCLAT**

Appellant

**Versus**

M/s. Innovative Textile Ltd.  
81, Vigyan Vihar,  
New Delhi – 110002

Respondent/  
Corporate Debtor

Respondent

**For Appellant:**

**Shri Satwinder Singh, Shri Kaustubh Prakash,  
Shri Surekh Kant Baxy, Advocates  
Shri Arun Thakur, AR**

**For Respondent:**

**Shri Pradeep Singh, Advocate  
Shri Vikram Singh Yadav, AR**

**ORDER**

**16.12.2019** Advocate - Shri Surekh Kant Baxy appears on behalf of Appellant – Operational Creditor. Advocate – Shri Pradeep Singh appears on behalf of Respondent – Corporate Debtor. Counsel for both sides state that the parties have entered into a Deed of Settlement dated 14<sup>th</sup> December, 2019 and have compromised their dispute. It is stated that the Respondent – Corporate Debtor has towards full and final settlement of claims of the Appellant, issued four cheques as appearing in the Deed of Settlement and the Operational Creditor has accepted the same. It is stated that for the Appellant – Operational Creditor, the Deed of Settlement is signed by Shri Arun Thakur – the Authorized Representative of the Appellant (Operational Creditor), who is present. It is stated that on behalf of the Respondent Company, the settlement has been signed by Shri Vikram Singh Yadav, Legal Retainer who is Authorized Representative of the Respondent Company. It is stated that Shri Vikram Singh Yadav is also present. Counsel for both sides and the signatories accept the contents of the Deed of Settlement. Learned

Counsel for both sides have tendered copy of the Deed of Settlement for record of this Appeal along with photocopies of the cheques which have been issued. The learned Counsel for the Appellant states that the original of the Deed of Settlement is with the Appellant and the same is shown to the Tribunal for perusal and taken back. The settlement is taken on record and marked 'X' for identification. The photocopy of the Settlement is as under:-

**DEED OF SETTLEMENT**  
**WITHOUT PREJUDICE** **DATED: 14/12/2019**

The undersigned, Arun Thakur, General Manager of M/s Aarti International Limited, having its office at G.T. Road, Miller Ganj, Ludhiana - 141003 to make full and final settlement with M/s Innovative Textiles Limited hereby acknowledge receipt of four post-dated cheques (PDCs) as detailed below for a total amount of Rs 80,00,000/- (Rupees Eighty Lacs Only) towards full and final settlement of all claims, disputes, whatsoever, between M/s Aarti International Limited and Innovative Textiles Limited (collectively referred to as "Parties").

Sl. No	Cheque No	Cheque Date	Drawn On (Bank Name & Branch)	Amount
1	075968	11.12.2019	State Bank of India, Golf Course Road Branch	35,00,000
2	075969	15.01.2020	State Bank of India, Golf Course Road Branch	15,00,000
3	075970	15.02.2020	State Bank of India, Golf Course Road Branch	15,00,000
4	075971	15.03.2020	State Bank of India, Golf Course Road Branch	15,00,000
<b>TOTAL</b>				<b>80,00,000</b>

It is hereby declared that with the receipt of aforesaid four post-dated cheques M/s Aarti International Limited shall withdraw the Appeal under Section 61, Insolvency and Bankruptcy Code 2016 petition bearing Company Appeal (AT) (Ins) No. 795/2019, which is listed before the Hon'ble NCLAT, Delhi on 16.12.2019, titled as "M/s. Aarti International Limited Vs M/s. Innovative Textiles Limited" currently pending before Bench -II, of Hon'ble NCLAT, Delhi.

It is further declared and confirmed on behalf of M/s Aarti International Limited that after the realization of the aforesaid four PDCs all the disputes, whatsoever, between M/s Aarti International Limited and Innovative Textiles Limited stands settled and neither party shall have any claim against other in future.

The Parties agree and understand that in the event there is a default in realization of full and final settlement amount or dishonoring of the Post-Dated Cheques mentioned in the Deed, the present Deed would stand breached and M/s Aarti International Limited shall have the right to file fresh proceedings under the Insolvency and Bankruptcy Code, 2016 against M/s Innovative Textiles Limited for the admitted and undisputed unpaid outstanding Operational Debt as reduced by the amount of cheques realized without prejudice to its rights of pursuing other remedies available in law including NCLT.

**Cheques received by:**  
Name: Arun Thakur

*Arun Thakur*  
14/12/2019

For and on behalf of  
M/s Aarti International Limited  
Office at: G.T. Road, Miller Ganj, Ludhiana - 141003

**Cheques handed over by:**  
Name: Vikram Singh Yadav  
Legal Retainer

*Vikram Singh Yadav*  
14/12/2019

For and on behalf of  
Innovative Textiles Limited

Regd. Office At: 81, Vigyan Vihar, New Delhi- 110092

In view of the settlement as above, the Impugned Order by which the Section 9 Application was rejected is quashed and set aside and the original Application and present Appeal is disposed in terms of the Deed of Settlement. The same shall be read as Order of this Tribunal and the Operational Creditor and the Corporate Debtor and their Promoters/Directors/Shareholders shall be bound by the Deed of Settlement. In case of default, like, any of the cheques not getting honoured, the aggrieved party would be at liberty to move this Tribunal to restore this Appeal and to pass further Orders including Order of contempt.

The Appeal is disposed of accordingly.

[Justice A.I.S. Cheema]  
Member (Judicial)

[Kanthi Narahari]  
Member (Technical)

*/rs/sk*