

**NATIONAL COMPANY LAW TRIBUNAL**  
**MUMBAI BENCH, COURT-II**

16. C.P.(IB)-566(MB)/2023

**CORAM:**

**SHRI ANIL RAJ CHELLAN**  
**HON'BLE MEMBER (T)**

**SHRI KULDIP KUMAR KAREER**  
**HON'BLE MEMBER (J)**

**ORDER SHEET OF THE HEARING OF MUMBAI BENCH OF THE  
NATIONAL COMPANY LAW TRIBUNAL ON 25.04.2024**

**NAME OF THE PARTIES:- L&T Geostucture Private Limited**  
**V/s**  
**Gammon India Limited**

**Section: 9 of Insolvency and Bankruptcy Code, 2016**

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**ORDER**

Counsel, Maithili Prabhu a/w Rashi Oswal appeared for the Operational Creditor through VC and Counsel, Akshay Zhantey a/w Pradeep Jain appeared for the Corporate Debtor. Counsel appearing for the Operational Creditor states at bar that the matter has been settled between the parties and consent terms have been executed today i.e. 25.04.2024. A copy of the consent terms has been placed on record whereby Corporate Debtor has specifically undertaken to pay outstanding dues in terms of clause 2, 4 and 5 of the consent terms by way of four tranches by 16.11.2024. The consent terms along with the undertaking is taken on record. Counsel for the Operational Creditor further states at bar that the Operational Creditor does not wish to proceed with the present Company Petition filed u/s 9 of the IB Code, 2016 and withdraw the same with liberty to get the present Company Petition revived in case consent terms are not adhered to by the

Corporate Debtor. In view of the above, **CP(IB) 566(MB)2023** is **disposed of** as **withdrawn** in the light of the consent terms executed between the parties, however, the Operational Creditor shall be at liberty to get the Petition revived in the event of non-compliance of the consent terms by the Corporate Debtor. File be consigned to records.

All pending IAs/MAs connected with the present Company Petition be disposed of having become infructuous in terms of the above order.

**Sd/-**

**ANIL RAJ CHELLAN**  
**Member (Technical)**

*ANKIT*

**Sd/-**

**KULDIP KUMAR KAREER**  
**Member (Judicial)**