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\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **CO.PET. 248/2009**

**N & S & N CONSULTANTS S.R.O**

..... Petitioner

Through **Mr.Deepak Jaiswal, Mr.Pradeep  
Kumar, Mr.Gurmeet Chaudhary and  
Ms.Jyoti Nagpal, Advs.**

versus

**SRM EXPLORATION PRIVATE LIMITED** ..... Respondent

Through **Mr.Kunal Sharma, Adv. for the OL.  
Mr.Gaurav Puri, Mr.Aditya Bali and  
Mr.Sarthak Gupta, Advs. for  
Ex.Management.**

**CORAM:**

**HON'BLE MR. JUSTICE JAYANT NATH**

**ORDER**

**%**

**23.07.2019**

**CA No.569/2019**

This application is filed by the OL seeking following reliefs:

“a) Permit the Official Liquidator to hand over the possession of the computer related items/movable articles/goods at 13, Mall Road, Shanti Kunj, Behind Sector-D, Pocket-A, Vas ant Kunj, Delhi to M/s. Rocket Sales, highest bidder.

b) The demand draft of Rs. 11,000/- bearing no. 346497 may kindly be returned to M/s. R.S. Traders, 2nd bidder.

d) The Hon'ble Court may kindly permit the Official Liquidator to publish citation of winding up of the company in "Hindustan Times" (English edition) & "Veer Arjun" (Hind edition) and also in "Delhi Gazette" and expenses of publication may be permitted to be incurred from funds of the company (In Liqn.).”

The above prayers are allowed. The application stands disposed of.



The OL is appointed as the liquidator of the respondent company.  
Publication of the citation is dispensed with.

**CA No.1285/2015**

None has appeared for the respondent - SRM Exploration Pvt. Ltd.

In the interest of justice, adjourned to 06.11.2019.

**CA No.4096/2016**

1. This application is filed by the applicant- Image M &A a.s. for substitution as 'petitioner' in the present petition in place of N&S&N Consultant s.r.o.
2. The learned counsel for the Ex. Management states that entire basis of the present winding up petition was a guarantee which is said to have been given by the respondent to the original petitioner. He states that the contention of the applicant that receivables have been assigned vide contract of assignment is misplaced as the liability of the respondent based on the guarantee cannot be assigned.
3. This court has already admitted the petition and appointed the OL as the provisional liquidator of the respondent on 04.03.2011. The issue about liability of the respondent company on the deed of guarantee executed to new entity would be gone into at the appropriate stage. The applicant is impleaded as intervenor.
4. The application is allowed as above.

**JAYANT NATH, J.**

**JULY 23, 2019/v**