

S U P R E M E C O U R T O F I N D I A
R E C O R D O F P R O C E E D I N G S

Petition(s) for Special Leave to Appeal (Civil) No.3965/2001
(From the judgement and order dated 31/08/2000 in SJ 162/99
of The HIGH COURT OF JUDICATURE AT BOMBAY)

SHAPOORJI PALLONJI FINANCE LTD. Petitioner (s)

VERSUS

NEPC (INDIA) LTD. Respondent (s)

(With prayer for interim relief)
(For Final Disposal)
(For Further Orders)

Date : 20/02/2002 This Petition was called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE B.N. KIRPAL
HON'BLE MR. JUSTICE SHIVARAJ V. PATIL
HON'BLE MR. JUSTICE BISHESHWAR PRASAD SINGH

For Petitioner (s) Mr. Rustom B.Hathikhanawala, Adv.

For Respondent (s) Mr. C.A. Sundaram, Sr. Adv.
Mr. Sanjay Sen, Adv.
Mr. Rana S. Biswas, Adv.
Ms. Indra Sawhney, Adv.

UPON hearing counsel the Court made the following
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Heard the counsel for the parties from 11.40 A.M.
to 11.50 A.M.

Special leave granted.

An application under Order 23 Rule 3, C.P.C., has been
filed. Let the same be numbered and registered.

This appeal is disposed of in terms of the signed
order. The application under Order 23 Rule 3, C.P.C. and
the affidavits containing the undertaking to pay on behalf
of the respondent shall form part of the decree.

(D.P. WALIA)
Court Master

(S.L. GOYAL)
Court Master

(Signed Order is placed on the file)

IN THE SUPREME COURT OF INDIA

CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NO. 1387 OF 2002@@

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[arising out of SLP(C) No. 3965 of 2001]

Shapoorji Pallonji Finance Ltd. ..Appellant(s)

vs.

NEPC (India) Ltd. ..Respondent(s)

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Special leave granted.

An application under Order 23 Rule 3, C.P.C., has been filed. Let the same be numbered and registered.

In the application, the terms of settlement between the parties have been set out in para 2. Briefly stated, the agreement between the parties is that the respondent shall pay to the appellant a sum of Rs.40 lakhs in 24 equal consecutive monthly installments in discharge and settlement of the claim of the appellant against the respondent. In the event of there being a default, the appellant has a right to execute the decree forthwith and on realisation of the balance amount the appellant shall enter into satisfaction of the decree in the Bombay High Court.

In the affidavit in support of the application, there is a mention that shares bearing Nos. 539945 to 541659 of the respondent-Company belonging to the guarantor Champa Devi should be returned to her. It is stated by the learned counsel for the appellant that out of the said shares 100 shares were sold for a sum of Rs.750/-. On the first ...2/-

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installment being paid in terms of the compromise between the parties, which is recorded today, the balance shares and the sum of Rs.750/- shall be handed over by the appellant to the guarantor Champa Devi.

This appeal is disposed of in the aforesaid terms. The application under Order 23 Rule 3, C.P.C. and the affidavits containing the undertaking to pay on behalf of the respondent shall form part of the decree.

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.....J.
(B.N. KIRPAL)

.....J.
(SHIVARAJ V. PATIL)

.....J.
(BISHESHWAR PRASAD SINGH)

New Delhi;
February 20, 2002.