

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

RECORD OF PROCEEDINGS

Petition(s) for Special Leave to Appeal (Civil) No(s).14757/2005

(From the judgement and order dated 22/06/2005 in OSA No. 125/2005
of The HIGH COURT OF MADRAS)

M/S. PRITHVIRAJ INFRASTRUCTURE PVT.LTD.

Petitioner(s)

VERSUS

ESTATE STAFF UNION OF SOUTH INDIA & ORS.

Respondent(s)

(With application for permission to submit additional documents
and with prayer for interim relief and office report)

With S.L.P.(C) No.15688/2005 (Kotak Mahindra Bank Ltd.& Anr. v. Estate Staff Union of India & Ors.)

(With prayer for interim relief and office report)

SLP(C) No.17992/2005 (Kothari Industrial Corpn.Ltd. v. ICICI Ltd. & Ors.)

(With appln. for directions, office report and with prayer for interim
relief)

Date: 06/02/2006 These petitions were called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE ARIJIT PASAYAT

HON'BLE MR. JUSTICE S.H. KAPADIA

For Petitioner(s)

Mr. Harish N. Salve, Sr.Adv.

In SLP 14757/05

Mr. Pramit Saxena,Adv.

Mrs. Anuradha Rustagi,Adv.

Mr. Vilas V. Afzulpurkar,Adv.

Mr. S.V. Deshpande,Adv.

In SLP 15688/05

Mr. P.L. Narayanan,Adv.

Mr. R. Anand Padmanabhan,Adv.

Mr. Pramod Dayal, Adv.

In SLP 17992/05

Mr. Soli J. Sorabjee, Sr. Adv.

for M/s. P.H. Parekh & Co.

Mr. Sandeep Parekh, Adv.

Mr. Sumit Goel, Adv.

Mr. Rajeev Mishra, Adv.

For Respondent(s) Mr. Dipankar Gupta, Sr. Adv.

Ms. Rajshree Rastolgi, Adv.

Ms. Sangeeta Panicker, Adv.

Mr. R.R. Kumar, Adv.

Mr. Samyadip Chatterji, Adv.

Mr. Bharat Sangal, Adv.

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Mr. R. Shakhder, Sr. Adv.

Mr. U.A. Rana, Adv.

Mr. S. Kharel, Adv.

Ms. S. Roy, Adv.

Mr. Prashant Thakur, Adv.

for M/s. Gagrat & Co.

UPON hearing counsel the Court made the following

O R D E R

I.A

.No.3 i
n SLP(C)No.17992/2005 :

Heard learned counsel for the parties.

Considered the Joint Memo of Compromise.

After hearing learned counsel for the parties, Application No.4/2006

with joint

memo of compromise, i.e., Annexure-'A' to the aforesaid applicati
on in SLP(C)

No.17992/2005 is disposed of in terms of prayer (a) subject to the following alte
rations:-

"Clause V of the joint memo reads as follows:-

The joint memo of compromise will not affect the r
ights of the Kothak

Mahindra Bank Ltd. as assignee of the rights of ICICI Bank Ltd., as term lender,
with

regard to first charge. Further in view of the joint memo of compromise, Court R
eceiver

stand discharged, but his charges, if any, shall be paid by
the appellant Kothari

Industrial Corporation Ltd. The Court Auction sale dated 15th February, 2005 is s
et aside

and the amount deposited by the appellant shall be refunded t
o respondent No.10

M/s.Prithviraj Infrastructure Pvt.Ltd. within two weeks from today
with accrued

interest. In view of the agreement entered into by the parties, it is not necess
ary to decide

the question of law raised by the parties.

Applications and the special leave petition are disposed of accordin
gly.

SLP(C)NOS.14757 & 15688 OF 2005 :

Learned counsel for the petitioners seeks permissi
on to withdraw the special

leave petitions. Permission sought for is granted.

Both the special leave petitions are dismissed as withdrawn.

ijay Aggarwal)

Sukhwinder

(V

Court Master