

**In the National Company Law Tribunal, Jaipur**

**Item No. 112**

**CP No. (IB)-155/9/JPR/2019**

**UNDER SECTION 9 OF IBC, 2016**

**In the matter of:**

**M/s Ankit Enterprises**

**.....Applicant/Petitioners**

**VS.**

**M/s Green Plus Construction Pvt. Ltd.**

**.....Respondent**

**Order delivered on 13.12.2019**

**Coram: SH. P. S. N. PRASAD, HON'BLE JUDICIAL MEMBER  
SH. RAGHU NAYYAR, HON'BLE TECHNICAL MEMBER**

For Petitioner (s) : Jaideep Malik, Proxy counsel on behalf of  
Javed Khan, Adv.  
Rakshit Goyal, Adv.

For Respondent(s) : None-appeared

**ORDER**

Heard the submissions made by the counsel for the Operational Creditor as well as perused the affidavit of compliance of service. Vide order dated 18.11.2019, this Bench had directed the counsel for the Operational Creditor to expedite the process of settlement and come up with a memorandum of settlement also. The parties have now arrived at a memorandum of understanding dated 11.12.2019. Both the parties have agreed that the outstanding amount of Rs. 8,80,000/- shall be paid by the second party to the first party in accordance with the payment schedule mentioned in Schedule-B of the Annexure attached with the memorandum of understanding. The memorandum of understanding also



provides that first party shall be entitled to file appropriate application for seeking revival or restoration of the Petition, if the second party defaults in making the payment of the settlement amount.

Having regard to the contents of the above, the petition is disposed off as withdrawn. Liberty for revival of the petition is granted in case of the default by the Corporate Debtor.

Sd/-

**(RAGHU NAYYAR)**  
**TECHNICAL MEMBER**

Sd/-

**(P. S. N. PRASAD)**  
**JUDICIAL MEMBER**