

**NATIONAL COMPANY LAW APPELLATE TRIBUNAL,
PRINCIPAL BENCH, NEW DELHI**

**I.A. No. 6236 of 2024
IN**

Comp. App. (AT) (Ins.) No. 95 of 2024

In the matter of:

Katha-O-Kahini (Book Sellers) Pvt. Ltd.

....Appellant

Vs.

Shushila Jain

...Respondent

For Applicant

Mr. Sidhartha Sharma, Mr. Arjun Asthana, Ms. Shaline Basu, Advocates.

For Respondent

Mr. Abhijeet Sinha, Sr. Advocate with Mr. Anuj Tiwari, Mr. Rahul Kumar, Advocates.

ORDER

(Hybrid Mode)

11.09.2024: **I.A. No. 6236 of 2024** :- This is an application filed by the Applicant who was Respondent herein (Operational Creditor). The Appeal was filed against the order passed by the Adjudicating Authority admitting Section 9 application. In the Appeal, interim order was passed by this Tribunal on 24.01.2024 thereafter an IA No.2442 of 2024 was filed bringing on record the settled Consent Terms dated 04.04.2024. Relying on the said Consent Terms, Appeal was disposed of by order dated 09.04.2024.

2. Now this application has been filed by the Operational Creditor praying for recall of the order and further prayers as contained in the application including restoration of the Appeal and payment of amount of Rs.2,98,96,518/-. The Consent Terms which was brought on the record vide IA No.2442 of 2024 were supported by Affidavits of both the parties i.e. Appellant as well as the Operational Creditor.

3. It is not the case of the Appellant that Affidavit was not filed by the Operational Creditor or Affidavit was filed under some misconception or under some misrepresentation. The Consent Terms clearly contends that the parties have settled for an amount and the balance amount was paid and amount deposited in the Court was also to be given to the Operational Creditor.

4. Counsel for the Appellant in his submissions has referred to Annexure A which was part of the application IA No.2442 of 2024 and submits that the said Annexure which is computation was not signed by the Operational Creditor.

5. The Consent Terms which are part of the IA No.2442 of 2024 neither disputed nor the clauses of the Consent Terms are being disputed before us. Admittedly, both the parties have signed all the Consent Terms.

6. Counsel for the Appellant submits that the calculation was only to explain the settlement between the parties and the amount on which parties have arrived. When the clauses of the Consent Terms which run from 1 to 12 are not being disputed and both the parties have filed Affidavits in support of the Consent Terms, we are of the view that there is no reason to accept the prayers in this Application. The application filed by the Respondent is not for any genuine purpose and it is only to riggle out from the Consent Terms on the basis of which Appeal was disposed of. We are not inclined to entertain the application. The application is rejected.

7. Counsel for the Respondent submits that Annexure A was not signed by the Operational Creditor. We find that in the original IA No. 2442 of 2024-

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Annexure 1 is part of the application and part of the Affidavit which Affidavit is sworn by both the parties.

8. Submission of the Counsel for the Respondent is that Annexure A was not signed and is a fabricated document cannot be accepted and this allegation is nothing but a device to come out from the settlement by the Operational Creditor who have accepted the money under the Settlement.

9. We do not find any merit in the Application. Application is dismissed.

**[Justice Ashok Bhushan]
Chairperson**

**[Barun Mitra]
Member (Technical)**

**[Arun Baroka]
Member (Technical)**

Anjali/nn