

2nd May, 2017

To,
The General Manager,
Department of Corporate Services
BSE Limited
1st Floor, P. J. towers,
Dalal Street, Mumbai 400 001

To,
The Manager,
Listing Department,
The National Stock Exchange of India Ltd.
Bandra- Kurla Complex,
Mumbai – 400 051

Dear Sir,

Subject: Hon'ble High Court of Judicature at Bombay grants relief to the Company and the Joint Lenders Forum (JLF).

In furtherance to the ongoing litigation with ICICI Bank Limited in respect of their invocation of 19,55,171 encumbered Equity Shares of the promoters of the Company, the investors are hereby updated that the Honorable High Court of judicature at Bombay has inter alia directed vide their order dated 28th April, 2017 as under:

ICICI Bank Limited had invoked the pledged shares of the promoters in the Company by way of recalling the facility and on grounds of exit from the Master Restructuring Agreement (MRA) dated 30.03.2015. The said action was challenged by the Company and the Hon'ble High Court has given the following reliefs to the Company based on the various hearings;

- a. ICICI Bank Limited has been directed to sell back the invoked shares to the promoters or their nominees. The deal shall take place on 18th May, 2017 between ICICI Bank Limited and the promoters. In the event the promoters are unable to discharge the full purchase consideration by 18th May, 2017, the purchase consideration, pending if any, shall stand as decreed in the name of the promoters favoring ICICI Bank Limited which shall bear an interest of 12% p. a. as and when the transaction is closed. On the payment of purchase consideration/decreed amount the shares shall be transferred in the name of the promoters or their nominees by ICICI Bank Limited.
- b. ICICI Bank Limited has accepted fact that ICICI Bank Limited has not exited the MRA and continues to be part of the MRA which their counsel accepted on record.
- c. ICICI Bank Limited in their suite had raised objection on any change of share capital of the Company based on the documents entered into with them and raised the contention that their pledge should at all times represent 12.84% of the share capital of the Company. The Hon'ble High Court having regard to the merits of the case have concluded that till the time of final decision of the suite, the pledged shares to be maintained at 1.85% of the total paid up equity capital of the Company, instead of 12.84%.
- d. The Company may continue with the proposed share capital increase and may proceed to implement the resolutions passed by the shareholders at the Extra Ordinary General Meeting of the Company held on 27th March, 2017 in accordance with the above order.



U.S.A.

SUPREME INFRASTRUCTURE INDIA LTD.

- e. The MRA is operational and valid and the above orders will not impede, stop, stay or prevent the further flow of resolution plans under the MRA including S4A.

A copy of the order is enclosed herewith for your reference.

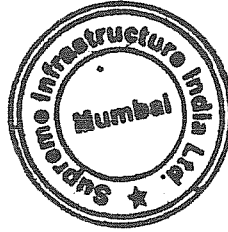
We request you to kindly take note of the above disclosure on record and oblige.

Thanking you,

Yours faithfully,

FOR SUPREME INFRASTRUCTURE INDIA LIMITED


VIJAY JOSHI
COMPANY SECRETARY



Encl: As above

Santosh

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
NOTICE OF MOTION (L) NO. 3608 OF 2016**

IN

SUIT (L) NO. 1182 OF 2016

WITH

NOTICE OF MOTION NO. 753 OF 2016

COURT OF JUDICATURE AT BOMBAY
SUIT NO. 79 OF 2016
WITH
NOTICE OF MOTION (L) NO. 2461 OF 2016
Supreme Infrastructure India Ltd & Ors ...Plaintiffs
VERSUS
ICICI Bank Ltd & Anr ...Defendants
HIGH COURT

APPEARANCES OF ADVOCATES AND PARTIES' REPRESENTATIVES

ह. व. म. व. जयते

Mr Z Andhyarujina, with Ms Shruti Sardessai, Mr Mahesh Londhe & Mr Darshan Asher i/b Sanjay Udeshi & Co., for the Plaintiffs in Suit (L) No.1182/2016 and for the Defendants in Suit No. 79/2016.

Mr Siddharth Jain & Mr Vikram Sharma, Representatives of Supreme Infrastructure India Ltd/Plaintiffs in Suit (L) No.1182/2016 and for the Defendants in Suit No. 79/2016.

Mr SU Kamdar, Senior Advocate, Mr K Dastoor, i/b Phoenix Legal, for the ICICI Bank/Defendants in Suit (L) No.1182/2016 and for the Plaintiffs in Suit No.79/2016.

Ms Aarti Ramkrishan, Ms Neha Badlani, Ms Shaivi Sharma and Ms Apoorva Neral, ICICI Bank Representatives in Suit (L) No.1182/2016 and for the Plaintiffs in Suit No.79/2016.

Mr DD Madon, Senior Advocate, with Mr Arif Doctor & Mr Omkar Bade, i/b Desai & Diwanji, for Defendant No.2 in Suit (L) No.1182 of 2016.

CORAM: G.S. PATEL, J

DATED: 27th April 2017

PC:-

1. There are three Notices of Motion on which previous orders have been passed.

2. Earlier attempts at settlement having failed, I began hearing these Notices of Motion finally. I heard Mr. Andhyarujina for the Plaintiffs ("Supreme Infrastructure") in Notice of Motion (L) No.3608 of 2016 and in Suit (L) No.1182 of 2016; Mr Kamdar for the ICICI Bank, which has filed its own Suit No.79 of 2016, and Mr Madon and Mr Doctor for the State Bank of India, the lead bank in a consortium. There is no dispute at least about this much: that ICICI Bank was an independent lender to Supreme-Infrastructure; that a block of Supreme Infrastructure's shares were pledged to ICICI Bank as security; that there is a consortium of banks led by the State Bank of India, and which includes ICICI Bank, and that between this consortium and Supreme Infrastructure, there is a Master Restructuring Agreement ("MRA"); that ICICI Bank invoked its pledge, claiming breach or default by Supreme Infrastructure, and that it sold or appropriated part of its pledged security, but still

holds a block of shares in pledge not yet sold or appropriated; and that Supreme Infrastructure proposes to increase its share capital.

3. Supreme Infrastructure challenges the correctness of ICICI Bank's action in redeeming its pledge, albeit 'not wholly or in full measure, but very substantially' (so to speak). Mr Andhyarujina and Mr Madon say this action jeopardises the interests of the consortium and undermines the entire MRA, forcing Supreme Infrastructure into (so to speak) a tryst with a destiny best avoided. Mr Kamdar on the other hand says that ICICI Bank was fully within its rights to act as it did, and its pledged security was always its own, not surrendered to the consortium; that it invoked the pledge on a breach by Supreme Infrastructure of its obligations as a borrower (whether under the MRA or under the original loan from ICICI Bank is a question I leave open for now); and that the partial redemption of that pledge had neither a material impact on the MRA nor affected adversely the consortium. Mr Madon for the State Bank of India seems for now to agree with Mr Andhyarujina.

4. This is a very broad outline of the rival submissions. I have not assessed these contentions on merits. At the request of the parties, all three Motions in the two suits will have to be kept beyond vacation as part-heard for hearing and final disposal. Parties may make an application, if necessary, on the administrative side to have the matters assigned to this Court.

5. In the meantime, after several rounds of negotiations, parties have arrived at the following interim arrangements. I have, so that

there is no misunderstanding, noted the names of the persons who are in Court today instructing the parties' lawyers.

6. Of the 33 lakh Supreme Infrastructure shares pledged to it, ICICI Bank has appropriated 19,55,171 shares to itself in its investment division. The promoter-directors of Supreme Infrastructure agree that they or their nominees will purchase this quantity of 19,55,171 shares from ICICI Bank (held in its investment division). This purchase will be effected on 18th May 2017, a date agreed today in Court. The price per share will be yesterday's closing price, i.e., the closing price on 26th April 2017, or the stock's highest traded price on 17th May 2017, whichever is higher. The amount so computed will be paid by RTGS by the purchasers into ICICI Bank's designated account by the end of the day (EOD) on 18th May 2017. The advocates for ICICI Bank will communicate the necessary bank transfer details to the advocates for Supreme Infrastructure tomorrow.

7. There is an additional amount of Rs.4,74,829/- equity shares of Supreme Infrastructure pledged with ICICI Bank and presently neither sold nor appropriated. This quantity represents 1.85% of Supreme Infrastructure's issued, issued-subscribed and paid up capital. Supreme Infrastructure proposes to increase its share capital. It has already passed the necessary resolutions, but has agreed not to implement these till further orders of the Court. It is now agreed that Supreme Infrastructure may continue with the proposed share capital increase; but this is on condition that before or at the same time as it issues the additional capital, it will place in pledge with ICICI Bank on the same terms and conditions as govern

the original pledge and which continues to govern the pledge of 4,74,829 shares an additional quantity of its shares sufficient to ensure that the total pledge then available to ICICI Bank is maintained at the level of 1.85% of Supreme Infrastructure's increased share capital. This is, therefore, a 'top-up' provision for the pledge agreed on as an interim measure.

8. On instructions, Mr Andhyarujina confirms that if the amount is not paid on 18th May 2017 for the purchase of 19,55,171 shares in the manner stated above, there will be a decree in favour of ICICI Bank Ltd in its Suit No. 79 of 2016 in the amount of the value of these 19,55,171 shares at the closing rate as of yesterday, 26th April 2017. That decree will be immediately executable with further interest at 12% pa. Should that come to pass, the drawn up decree is dispensed with.

In the event of that default, and in the further event of the decree being satisfied, it goes without saying (and indeed as the Contract Act requires) the pledged shares will be returned to the pledgors.

सत्यमेव जयते

AT BOMBAY

10. All previous orders stand modified to the extent necessary by this order. It is commonly understood that the MRA is still operational and valid and all parties will act accordingly. This order will not impede, stop, stay or prevent the further progress or operation of the MRA or the S4A. Mr Kamdar's states on instructions that ICICI Bank continues to be part of the MRA and has not exited the MRA in the manner provided in that agreement.

The ad-interim order of 27th November 2015 in regard to the mortgage property will, it is agreed, continue.

11. Subject to the above three motions are kept pending without a further assessment on merits. List the matters for directions on 5th June 2017.

12. All concerned to act on an authenticated copy of this order.

