

**IN THE NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH, COURT-I**

CP (IB) 306/MB/C-I/2020

Under section 7 of the Insolvency and Bankruptcy Code, 2016 read with Rule 4 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016.

**Assets Reconstruction Company (India) Limited
(Assignee of South India Bank Limited)**

[CIN: U65999MH2002PLC134884]

Having Office at: 10th Floor, the Ruby, 29 Senapati Bapat Marg, Dadar (West) Mumbai- 400028

...Financial Creditor/Petitioner

Versus

Bilcare Limited

[CIN: L28939PN1987PLC043953]

Reg. Office- Gate No. 1028, Village Shirol, Taluka Khed, Rajgurunagar, Pune- 410505

Also at: 601, ICC Trade Towers, B Wing 6th Floor, Senapatti Bapat Road, Pune- 411016.

...Corporate Debtor/Respondent

Order Delivered on 11.11.2022

Coram:

Hon'ble Member (Judicial) : Justice P.N. Deshmukh (Retd.)

Hon'ble Member (Technical) : Mr. Shyam Babu Gautam

Appearances:

For the Financial Creditor : Ms. Mithila Damle, Advocate i/b Meraki Chambers.

For the Corporate Debtor : Mr. Rohit Gupta, Advocate.

ORDER

Per: Justice P.N. Deshmukh, Member (Judicial)

1. This Company Petition is filed under section 7 (“**the Petition**”) of the Insolvency and Bankruptcy Code, 2016 (**IBC**) by Mr. Akash Deep, the Authorised Representative, on behalf of **Assets Reconstruction Company (India) Limited (“the Financial Creditor”)**, seeking to initiate Corporate Insolvency Resolution Process (“**CIRP**”) against **Bilcare Limited, (“the Corporate Debtor”)**.
2. The Corporate Debtor was incorporated on 01.07.1987 under the Companies Act, 1956. The registered office of the Corporate Debtor is situated at Gate No. 1028, Village Shirol, Taluka Khed, Rajgurunagar, Pune- 410505. Therefore, this Bench has jurisdiction to deal with this petition.
3. As per form Part 4 of Form 1 of the Petition, Rs.235,29,34,240 (Rupees Two Hundred Thirty-Five Crores Twenty-Nine Lakh Thirty-Four Thousand Two Hundred and Forty Only) as on 15.12.2019 along with the further interests, charges and expenses till realisation is due and payable by the Corporate Debtor to the Applicant and the date of default is 28.09.2017.

Submissions made by the Financial Creditor by the way of Petition:

4. It is the case of the Petitioner that in October 2013, the South Indian Bank (“Assignor Bank”) sanctioned a Standby Letter of Credit Facility to the Corporate Debtor for an amount of USD 21,700,000 (United States Dollar Twenty-One Million and Seven Hundred Thousand Only) (SBLC Facility). A copy of the same is annexed as Annexure I(K) to the Petition.

5. The Assignor Bank and the Corporate Debtor executed a Credit Facility Agreement dated 09.10.2013. As per the terms agreed, the SBLC Facility was valid for 5 years with a bullet repayment at the end of 5 years.
6. The Assignor Bank entered into an Assignment Agreement with the Applicant as on 04.07.2018. Vide the said agreement the Assignor Bank assigned all rights, title and interest in the SBLC Facility in favour of the Applicant.
7. The fact of the assignment was communicated to the Corporate Debtor vide a letter dated 09.04.2017. The Corporate Debtor acknowledged the outstanding dues and undertook to resolve the debt vide a letter dated 17.04.2017.
8. The Corporate Debtor failed and neglected to repay the outstanding amount under the SBLC Facility and the Applicant issued a Recall Letter dated 10.10.2018 to the Corporate Debtor seeking repayment of Rs. 187,00,21,252 (Rupees One Hundred Eighty-Seven Crores Twenty-One Thousand Two Hundred and Fifty-Two Only).
9. The Applicant submits that in February 2019, they had filed Company Petition No. 912/(MB)/2018 before the National Company Law Tribunal, Mumbai to initiate the CIRP against the Corporate Debtor.
10. However, during the pendency of the said Company Petition, the Corporate Debtor approached the Applicant to amicably settle its outstanding dues. Pursuant to the discussions, the Applicant and the Corporate Debtor executed Consent Terms dated 26.09.2019. As per the terms agreed between the parties, Consent Terms were placed on record before this Tribunal in the Company Petition. By an order dated

26.09.2019, this Tribunal was pleased to dismiss the said Company Petition as withdrawn in terms of the Consent Terms.

11. The Corporate Debtor failed and neglected to abide by the terms of the Consent Terms and failed to make payment of instalments as agreed therein.
12. The Applicant vide a letter dated 17.12.2019 intimated the Corporate Debtor of the continuing breach of the Consent Terms on part of the Corporate Debtor and further cancelled the said Consent Terms.
13. Owing to the breach of the Consent Terms on the part of the Corporate Debtor as per clause 4(c), the entire amount of Rs. 235,29,34,240 (Rupees Two Hundred Thirty-Five Crores Twenty-Nine Lakh Thirty-Four Thousand Two Hundred and Forty Only) as on 15.12.2019 along with the further interests, charges and expenses till realisation has now become due and payable by the Corporate Debtor to the Applicant.

Reply filed by the Corporate Debtor by the way of Affidavit in Reply:

14. The Corporate Debtor has raised the following Preliminary Objections by the way of Affidavit in Reply:

A. THE DEBT ALLEGED TO BE IN DEFAULT IS SETTLED BY THE PETITIONER VIDE THE SEPARATE SETTLEMENT SANCTION:

15. The Petitioner states that vide letter dated 18.05.2021, the Petitioner had sanctioned a fresh settlement proposal to the Respondent. Vide the same letter dated 18.05.2021, the Petitioner granted fresh period of repayment of dues with fresh terms. The letter dated 18.05.2021 was issued after filing of the present petition, where the default of earlier date that is

28.09.2017 was pleaded by the Petitioner which is not in existence once the letter dated 18.05.2021 comes in the existence. Therefore, the Petitioner be estopped from pressing the present petition once the new sanction letter is issued. Therefore, the present petition deserves dismissal on this sole ground. The Letter dated 18.05.2021 is annexed and marked as Annexure II to this reply (page 22).

B. THE ALLEGED DEFAULT OCCURRED AFTER THE COMPANY IS DECLARED AS RELIEF UNDERTAKING:

16. The Respondent company had also borrowed about Rs.63,34,00,000,00/- from Government of Maharashtra. Taking into consideration the financial position of the Respondent Company and the consequences that were likely to ensue if the industry which was being run by it was to be closed, the Government of Maharashtra took action under the Maharashtra Relief Undertakings (Special Provisions) Act, 1958 (hereinafter referred to as 'the Act') by declaring it as a relief undertaking with effect from 17.11.2015 by its notification issued on 17.11.2015 under section 3 and sub-clause (iv) of clause (a) of sub-section (1) of section 4 of the Act.
17. The notification at the beginning is given for one year and renewable every year. Accordingly, the State Government has been issuing the Notification, renewing the previous notification every year. Hereto annexed and marked as Annexure III (page 39) are the various notifications issued by the State Government of Maharashtra from time to time.

18. Therefore, the effect of the above provision therefore is that any obligation or liabilities which might accrue in respect of the relief undertaking shall be stayed for the period of one year.
19. It is settled principal of law that in order to initiate the Insolvency proceedings, the petitioner has to prove the default as defined under the provisions the section 3(12) of the IBC, it being sine qua non. It is only when the default as envisaged under Section 3(12) arose, then and then only, the rights of the petitioner under Section 6 gets triggered. The terms default is defined under Section 3(12) as "default" means “non-payment of debt when whole or any part or instalment of the amount of debt has become due and payable and is not paid by the debtor or the corporate debtor, as the case may be”. The debt to be considered under default it must be due and payable. Merely the debt should not be due or payable. To be able to prove the default the debt should be due and payable. Due and payable is not defined under the statute of IBC. The terms Due and Payable means owed and subject to immediate collection because a specified date has arrived or time has elapsed, or some other conditions for collectability has been met. This clearly means that the debt is due immediately when it is incurred but it may be payable at a future time.
20. As on the date of 15.12.2019, Bilcare Limited was protected by the Maharashtra State Government vide its notification declaring Bilcare Limited as a relief undertaking, it has the effect of staying the obligation and/or liabilities which Bilcare Limited owed. Therefore, on the date of 15.12.2019, the debt never became due and payable as claimed by the Petitioner. In fact, Bilcare Limited is even today protected by the Notification by State Government as a relief undertaking. Therefore, the default never accrued.

C. ABSENCE OF PROPER AUTHORITY

21. The Respondent submits that in order to file an Application under Section 7 of the IBC, it is necessary that the Application so filed is in the form and manner so prescribed by the IBC including the rules and regulations prescribed therewith. The enactment of the IBC is to be followed in its letter and spirit so as to avoid causing any grievance or inconvenience to any Party including the Respondent herein.
22. The Respondent submits that the Application filed by the Applicant is not tenable as it has not been filed in consonance with the procedure as laid down by law. The Respondent submits that the Application filed by the Applicant has not been filed by a proper Authority or a person having the proper and necessary authorisation to file the same, one Mr. Akash Deep, Chief Manager of the Applicant has signed the application as an authorised person on behalf of the Applicant. As mentioned in Form 1, it is mandated and required that an authorization be enclosed by the Applicant in favour of such a person to submit an application to the Tribunal. Reference is drawn to Exhibit I(B) at Page Nos 13 to 15 of the Application whereby the Applicant has not given a specific authorisation to Mr. Akash Deep to file the Application on its behalf.
23. The Respondent refers to the judgment of the Hon'ble National Company Law Appellate Tribunal ('NCLAT) in *Palogix Infrastructure Private Limited Vs. ICICI Bank Limited* dated 20.09.2017 (2017 SCC OnLine NCLAT 266) whereby the Hon'ble NCLAT made the following observation:

“36. As per Section 7 of the 'I&B Code' an application for initiation of Corporate Insolvency Resolution Process' requires to be filed by Financial Creditor' itself. The form and manner in which an application under section 7 of the 'I&B Code' is to be filed by a

Financial Creditor is provided in 'Form-1' of the Adjudicating Authority Rules. Upon perusal of the Adjudicating Authority Rules and Form-1, it may be duly noted that the I&B Code' and the Adjudicating Authority Rules recognize that a 'Financial Creditor' being a juristic person can only act through an Authorized Representative Entry 5 & 6 (Part I) of Form No.1 mandates that 'Financial Creditor to submit "name and address of the person authorised to submit application on its behalf". The authorization letter is to be enclosed. The signature block of the aforementioned Form 1 also provides for the authorised person's detail is to be inserted and also include inter alia the position of the authorised person in relation to the 'Financial Creditor'. Thus it is clear that only an "authorised person" as distinct from "Power of Attorney Holder" can make an application under section 7 and required to state his position in relation to "Financial Creditor".

24. It is, therefore, evident on the basis of the observation of the Hon'ble NCLAT in Palogix Infrastructure that the Applicant, being the Financial Creditor, ought to have issued a specific authorization in favour of any such person authorized to file the Application. A general delegation without the express approval and authority by the Board of Directors negates the maintainability of the Application in itself and therefore, the Respondent submits the Application as being not maintainable on this ground.
25. Further, the Petitioner being a company registered under the provisions of the Companies Act, 1956 and hence, now bound by the Provisions of the Companies Act, 2013. As per section 21 of the Companies Act, 2013, any document requiring authentication by the Company may be signed by any employees however only upon due authorisation by the

authenticating company. The present petition is signed and authenticated by Mr. Akash Deep, who is employee of the petitioner claiming his authority on a power of attorney. It is surprising to note that no board resolution authorising Mr. Akash Deep to authenticate the document for and on behalf of the Petition is annexed. Therefore, it is humbly stated that the present petition is filed without appropriate authority to the person authenticating the same and hence the present petition deserves dismissal on this sole ground.

D. THE DEBT CLAIMED TO BE A FINANCIAL DEBT IS NOT A FINANCIAL DEBT AS PER SECTION 5(8) OF THE IBC

26. It is submitted that the amount claimed by the applicant as the financial debt is not a financial debt as stipulated in Section 5(8) of the Insolvency and Bankruptcy Code, 2016 (IBC).
27. The Respondent submits that the actual beneficiary of the Standby Letter of Credit (SBLC) issued by the Applicant is Bilcare Packaging Ltd, a subsidiary of the Respondent. Referring to Exhibit (K) (Page 122) of the Application, it is evident that the Applicant acted as an intermediary for Bilcare Packaging Ltd in availing credit facilities from Exim Bank Ltd by way of issuing the SBLC. On perusing the SBLC, it is further evident that Bilcare Packaging Ltd is the actual Beneficiary of the SBLC. It is submitted that in the present case, the Respondent has merely acted as an entity that is providing security to the Applicant in respect of the actual Beneficiary of the Transaction i.e. Bilcare Packaging Ltd arising out of the SBLC.
28. The Corporate Debtor has placed reliance on the judgment of the Hon'ble Supreme Court in *Anuj Jain, Interim Resolution Professional for*

Jaypee Infratech Limited Vs. Axis Bank Limited dated 26.02.2020 wherein the Hon'ble Supreme Court made the following observation:

The requirement of the existence of a debt, which is disbursed against the consideration for the time value of money, in our view, remains an essential part even in respect of any of the transactions/dealings stated in sub-clauses (a) to (i) of Section 5(8), even if it is not necessarily stated therein. In any case, the definition, by its very frame, cannot be read so expansive, rather infinitely wide, that the root requirements of 'disbursement' against 'the consideration for the time value of money' could be forsaken in the manner that any transaction could stand alone to become a financial debt. In other words, any of the transactions stated in the said sub-clauses (a) to (i) of Section 5(8) would be falling within the ambit of 'financial debt' only if it carries the essential elements stated in the principal clause or at least has the features which could be traced to such essential elements in the principal clause. In yet other words, the essential element of disbursal, and that too against the consideration for the time value of money, needs to be found in the genesis of any debt before it may be treated as financial debt within the meaning of Section 5(8) of the Code. This debt may be of any nature but a part of it is always required to be carrying, or corresponding to, or at least having some traces of disbursal against consideration for the time value of money.

29. Referring to the decision in Anuj Jain (supra), the Respondent submits that it had provided its assets as a security for loans taken by Bilcare Packaging Ltd. There was no direct nexus between the Respondent and the Applicant whereas the root requirement of a Creditor to be a Financial Creditor for the purpose of Section 7 of the IBC is the

transaction vis-a vis the actual Corporate Debtor viz Bilcare Packaging Ltd. As per the observations of the Hon'ble Supreme Court, since the Respondent has given its assets to secure the debt of a third party viz Bilcare Packaging Ltd, the same may fall squarely within the definition of Debt as per 3(10) of the IBC but it cannot partake the character of a financial debt within the meaning of Section 5(8) of the Code. Hence in the present circumstances, the Applicant will only be considered as a Secured Creditor of the Respondent and not a Financial Creditor as per the provisions of Section 5(7) read with Section 7 of the IBC.

30. It is admitted that the Guarantee Deed is executed by the Respondent in favor of the Petitioner. However, the Corporate Debtor humbly states that mere execution of deed of guarantee also does not create any Financial Debt in favor of the Petitioner. To explain this point further, the Corporate Debtor explains the transaction contemplated by the SBCL issued by the South Indian Bank who is assignee and original SBLC provider.
- a. Bilcare Packaging Limited is a wholly owned subsidiary of Bilcare Limited and incorporated at Mauritius.
 - b. Bilcare Limited on behalf of Bilcare Packaging Limited approached the South Indian Bank to provide the SBLC Facility to Bilcare Packaging Limited.
 - c. Bilcare Packaging Limited discounted the said SBLC with Export-Import Bank of India, London, who lent amount of USD 21,700,000 to the Bilcare Packaging Limited against USD 100 million Term Loan Facility.
 - d. Bilcare Packaging Limited defaults in repayment of loan amount to Export-Import Bank of India, London.

- e. SBLC is in the nature of the guarantee issued by the South Indian Bank to the Export-Import Bank of India, London in respect of repayment of amount received by the Bilcare Packaging Limited.
 - f. Therefore, Export-Import Bank of India, London demanded amount of SBLC Discounted from the South Indian Bank. South Indian Bank paid the same amount to Export-Import Bank of India, London. Due to such payment, South Indian Bank subrogates Export-Import Bank of India, London.
 - g. Therefore, in this transaction, Bilcare Packaging Limited is a principal debtor. The South Indian Bank was a Surety to the debt of Bilcare Packaging Limited.
 - h. Bilcare Limited simply guaranteed the guarantee issued by the South Indian Bank.
31. Simply, subrogating EXIM Bank, does not trigger the liability of Bilcare Limited. Default by the principal debtor to repay the liability, if any, arising out of transaction is necessary to trigger the obligation of Bilcare Limited. The Petitioner has miserably failed to provide any proof that the principal debtor had defaulted in paying its obligation. It is the settled law, that in case of guarantee, the obligation of the guarantor arises only when the principal debtor has failed to pay the dues, if amounts are due and payable. The Petitioner has bypassed all those previous steps and directly jumped to the Guarantor.
32. Further, the entire transaction seems to be that South Indian Bank provided facilities in the form of financial services. Financial Services is the kind of debt which comes under the definition of the Operational Debt and not the Financial Debt. Therefore, I humbly state that the petitioner is not financial creditor as claimed and therefore, this petition deserves dismissal on this sole ground.

Findings:

33. We have heard both the parties and perused the records.
34. We note that the first defence of the Corporate Debtor regarding entering into a separate settlement sanction with the Financial Creditor cannot sustain since there is mention of certain pre-conditions for the agreement to come into effect. However, the Corporate Debtor has failed to satisfy the compliance of the first condition precedent i.e. payment of 15% of the total settlement amount of Rs. 89 crore. Moreover, it is nowhere mentioned that the present sanction letter debars the Financial Creditor to approach this forum, considering that the Corporate Debtor has once previously breached the consent terms.
35. This Bench finds it pertinent to note the order of the Hon'ble Supreme Court in *Rajendra Narottamdas Sheth & Anr Vs. Chandra Prakash Jain & Anr. (Civil Appeal No. 4222 of 2020)* para 11:

“The NCLAT in its judgment in Palogix Infrastructure (supra) held that a ‘power of attorney holder’ is not competent to file an application under Section 7 on behalf of the financial creditor. However, the NCLAT made certain further observations, as reproduced below:

“41. In so far as the present case is concerned, the ‘Financial Creditor’-Bank has pleaded that by Board’s Resolutions dated 30th May, 2002 and 30th October, 2009, the Bank authorised its officers to do needful in the legal proceedings by and against the Bank. If general authorisation is made by any ‘Financial Creditor’ or ‘Operational Creditor’ or ‘Corporate Applicant’ in favour of its officers to do needful in legal proceedings by and against the ‘Financial Creditor’ / ‘Operational Creditor’ / ‘Corporate Applicant’ in favour of its officer, mere use of word ‘Power of

Attorney' while delegating such power will not take away the authority of such officer and for all purposes it is to be treated as an 'authorization' by the 'Financial Creditor' / 'Operational Creditor' / 'Corporate Applicant' in favour of its officer, which can be delegated even by designation. In such case, officer delegated with power can claim to be the 'Authorized Representative' for the purpose of filing any application under section 7 or Section 9 or Section 10 of 'I &B Code'." The NCLAT was of the opinion that general authorisation given to an officer of the financial creditor by means of a power of attorney, would not disentitle such officer to act as the authorised representative of the financial creditor while filing an application under Section 7 of the Code, merely because the authorisation was granted through a power of attorney. Moreover, the NCLAT in Palogix Infrastructure (supra) has held that if the officer was authorised to sanction loans and had done so, the application filed under Section 7 of the Code cannot be rejected on the ground that no separate specific authorisation letter has been issued by the financial creditor in favour of such officer. In such cases, the corporate debtor cannot take the plea that while the officer has power to sanction the loan, such officer has no power to recover the loan amount or to initiate corporate insolvency resolution process, in spite of default in repayment. We approve the view taken by the NCLAT in Palogix Infrastructure (supra)."

36. Hence, considering the above this Bench concludes that there exists a valid Power of Attorney signed by the Financial Creditor in the favour of Mr. Akash Deep, the Applicant. In reference to Exhibit-I(B) as pointed out by the Corporate Debtor, claiming that a specific authorisation has not been given to the applicant to file the Petition on

its behalf, we have in the contrary found a clear power of attorney executed by the financial creditor in favour of the Applicant in paragraph 2 of the “Power of Attorney” as annexed to the Petition.

37. We note that as per paragraph 1 of the Credit Facility Agreement entered into between the parties, the agreement was formed between the “Assignor Bank” and the “Corporate Debtor” in the present case. At the request of the Corporate Debtor the Standby Letter(s) of Credit facility was extended to M/s Bilcare Packing Ltd. Hence, the claim of the Corporate Debtor that it is not the “Corporate Debtor” in the present petition is nothing but an attempt to shy away from its liability, considering that all the clauses were agreed between the “Assignor Bank” and the “Corporate Debtor”. The Corporate Debtor has portrayed the facts in a deranged manner and has tried to misguide this Bench.
38. We also consider the facts of the case in the lights of the Order passed by Hon’ble Supreme Court in Swiss Ribbons Pvt. Ltd. & Ors. Vs. Union of India & Ors. [Writ Petition (Civil) No. 99 of 2018] upholding the Constitutional validity of IBC, the position is very clear that unlike Section 9, there is no scope of raising a ‘dispute’ as far as Section 7 petition is concerned. As soon as a ‘debt’ and ‘default’ is proved, the adjudicating authority is bound to admit the petition.
39. The Financial Creditor has proposed the name of Mr. Ashutosh Agarwala, Registration No. IBBI/IPA-001/IP-P01123/2018-19/11901, as the Interim Resolution Professional of the Corporate Debtor. He has filed his written communication in Form 2 as required under rule 9(1) of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016 along with a copy of his Certificate of Registration.
40. The application made by the Financial Creditor is complete in all respects as required by law. It clearly shows that the Corporate Debtor

is in default of a debt due and payable, and the default is in excess of minimum amount stipulated under section 4(1) of the IBC. Therefore, the debt and default stands established and there is no reason to deny the admission of the Petition. In view of this, this Adjudicating Authority admits this Petition and orders initiation of CIRP against the Corporate Debtor.

41. It is, accordingly, hereby ordered as follows: -

- a) The petition bearing CP(IB)306/MB/C-I/2020 filed by **Assets Reconstruction Company (India) Limited (Assignee of South India Bank Limited)**, the Financial Creditor, under section 7 of the IBC read with rule 4(1) of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016 for initiating Corporate Insolvency Resolution Process (CIRP) against Bilcare Limited [CIN: L28939PN1987PLC043953], the Corporate Debtor, is admitted.
- b) There shall be a moratorium under section 14 of the IBC, in regard to the following:
 - i. The institution of suits or continuation of pending suits or proceedings against the Corporate Debtor including execution of any judgment, decree or order in any court of law, tribunal, arbitration panel or other authority;
 - ii. Transferring, encumbering, alienating or disposing of by the Corporate Debtor any of its assets or any legal right or beneficial interest therein;
 - iii. Any action to foreclose, recover or enforce any security interest created by the Corporate Debtor in respect of its property including any action under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest (SARFAESI) Act, 2002;

- iv. The recovery of any property by an owner or lessor where such property is occupied by or in possession of the Corporate Debtor.
- c) Notwithstanding the above, during the period of moratorium: -
- i. The supply of essential goods or services to the Corporate Debtor, if continuing, shall not be terminated or suspended or interrupted during the moratorium period;
 - ii. The provisions of sub-section (1) of section 14 of the IBC shall not apply to such transactions as may be notified by the Central Government in consultation with any sectoral regulator;
- d) The moratorium shall have effect from the date of this order till the completion of the CIRP or until this Adjudicating Authority approves the resolution plan under sub-section (1) of section 31 of the IBC or passes an order for liquidation of Corporate Debtor under section 33 of the IBC, as the case may be.
- e) Public announcement of the CIRP shall be made immediately as specified under section 13 of the IBC read with regulation 6 of the Insolvency & Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016.
- f) **Mr. Ashutosh Agarwala**, Registration No. **IBBI/IPA-001/IP-P01123/2018-19/11901**, having address at D-1005, Ashok Towers, Dr. S.S. Rao Road, Parel, Mumbai City, Maharashtra – 400012 Email: ashutosh.agarwala@gmail.com, is hereby appointed as Interim Resolution Professional (IRP) of the Corporate Debtor to carry out the functions as per the IBC. The fee payable to IRP or, as the case may be, the RP shall be compliant with such Regulations, Circulars and Directions issued/as may be issued by the Insolvency & Bankruptcy Board of India (IBBI). The IRP shall carry out his

functions as contemplated by sections 15, 17, 18,19, 20 and 21 of the IBC.

- g) During the CIRP Period, the management of the Corporate Debtor shall vest in the IRP or, as the case may be, the RP in terms of section 17 of the IBC. The officers and managers of the Corporate Debtor shall provide all documents in their possession and furnish every information in their knowledge to the IRP within a period of one week from the date of receipt of this order, in default of which coercive steps will follow.
- h) The Financial Creditor shall deposit a sum of Rs.3,00,000/- with the IRP to meet the expenses arising out of issuing public notice and inviting claims. These expenses are subject to approval by the Committee of Creditors (CoC).
- i) Registry is directed to communicate this Order to the Financial Creditor, the Corporate Debtor and the IRP by Speed Post and email immediately, and in any case, not later than two days from the date of this Order.
- j) IRP is directed to send a copy of this Order to the Registrar of Companies, Maharashtra, Mumbai, for updating the Master Data of the Corporate Debtor. The said Registrar of Companies shall send a compliance report in this regard to the Registry of this Court **within seven days** from the date of receipt of a copy of this order.
- k) Ordered accordingly.

Sd/-

SHYAM BABU GAUTAM
Member (Technical)

11.11.2022
DSB

Sd/-

JUSTICE P. N. DESHMUKH
Member (Judicial)