IN THE NATIONAL COMPANY LAW TRIBUNAL

ALLAHABAD BENCH, PRAYAGRAJ

CP (IB) NO. 108/ALD/2024 With IA No. 555/2024

(An application under Section 95 of the Insolvency and bankruptcy Code, 2016, read with Rule 7(2) of the Insolvency and Bankruptcy Rules, 2019) for passing of order under section 100 of the Code, 2016.)

IN THE MATTER OF

MR. VIMAL KUMAR
RESOLUTION PROFESSIONAL

Registration No. IBBI/IPA-002/IP-N00995/2020-2021/13236

Address: G-10, IInd Floor, Sector 63, Noida

…Applicant/ Resolution Professional

AND IN THE MATTER OF:

Bank of Maharashtra

Address: Asset Recovery Branch

6-30/31, W.E.A. Ajmal Khan Road,

Karol Bagh, New Delhi, 110005

... Applicant / Financial Creditor

VERSUS

Mr. Syed Nadeem Abbas

(Personal Guarantor of M/s Spectrum Infoweb Solution Pvt Ltd)

Address: Flat No. 1103, Block B2,

Lotus Pond 2A, Vaibhav Kund,

Indrapuram, Ghaziabad- 201014

…Respondent/ Guarantor

Order Pronounced on: 30.06.2026

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Coram:

Mr. Praveen Gupta	:	Member (Judicial)
Mr. Ashish Verma	:	Member (Technical)

Appearances:

Sh. Brijesh Kumar Tamber with Sh. Prateek Khushwaha & Sh. Aryan data, Advs.	:	For the Financial Creditor
Sh. Shivam Gautam	:	For the Resolution Professional
Ms. Dimple Arora	:	For the Respondent/ Guarantor

ORDER

1. This application filed on 27.11.2023 is on behalf of Bank of Maharashtra (hereinafter referred to as "Applicant/ Financial Creditor") under Section 95 of Insolvency and Bankruptcy Code (hereinafter referred to as “the Code”) r /w Rule 7(2) of the Insolvency and Bankruptcy (Application to Adjudicating Authority for Insolvency Resolution Process for Personal Guarantor to Corporate Debtor) Rules, 2019 (hereinafter referred as “PIRP Rules”). The prayer made is to initiate the Personal Insolvency Resolution Process (hereinafter referred to as “PIRP”) against the Respondent/ Personal Guarantor, Mr. Syed Nadeem Abbas who stood as Personal Guarantor to the

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credit facilities availed by the Corporate Debtor i.e., M/s. Spectrum Infoweb Solution Private Limited ('Principal Borrower/ Corporate Debtor').

2. The facts of the case are that the Financial Creditor has provided cash credit facility to the Corporate Debtor of Rs. 4.19 crores vide Sanction Letter dated 25.07.2013. Copy of Sanction Letter bearing No. AGM/52/13-14 dated 25.07.2013 has been annexed with the present Application as ANNEXURE A-5. The Personal guarantor/Respondent Mr Syed Nadeem Abbas has executed Deed of Guarantee (Jointly & Severally) dated 03.08.2013 to secure repayment of the loan facility availed by the Principal Borrower/Corporate Debtor, in favour of the financial creditor i.e. Bank of Maharashtra. The Deed of Guarantee has been annexed with the present Application as ANNEXURE A-7.

3. However, the Corporate Debtor failed to maintain the financial discipline, and as a result, the loan account of the Corporate Debtor was classified as Non-Performing Asset (NPA) by the Financial Creditor on 31.03.2014 and the default is still continuing.

4. Due to the default in repayment of loan, bank had issued a notice dated 22.04.2014 under Section 13 (2) of the SARFAESI Act calling upon the Corporate Debtor and its Guarantors to repay the outstanding dues of Rs.

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4,20,59,353/- plus future interest @13.65% p.a. along with penal interest @ 2% p.a. w.e.f. 23.04.2014 as stated therein within 60 days, specifically mentioning in the said notice that the Respondent stood as Guarantors for repayment of the dues under or in respect of the credit facilities granted by the Financial Creditor to the Corporate Debtor as Principal Borrower. The reference of Guarantee Agreement is also given in the said notice mentioning that he has executed the necessary documents in favour of the bank including the document F-154A; Guarantee for all facilities except agricultural facilities dated 03.08.2013. Through this notice, the Applicant Bank called upon the Respondent Personal Guarantor along with the Principal Borrower as well as other guarantors to make payment to the tune of Rs 4,20,59,353/- as was outstanding on 22.04.2014, and thus invoked the guarantee given by all the guarantors including the present Personal Guarantor. However, the borrower and guarantors continued the default even after issuance of notice u/s 13(2) and invocation of Guarantee. This notice issued under section 13(2) has been annexed as ANNEXURE A-8 with the Application.

5. Due to non-payment of outstanding loan amount even after issuance of notice u/s 13(2) as discussed above, the Financial Creditor filed an Original Application bearing O.A. No. 63/2015 on 28.01.2015 before the Hon'ble Debt

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Recovery Tribunal-II, New Delhi. The said application is still pending for the final orders.

6. Thereafter, it is submitted that the Financial Creditor sanctioned One Time Settlement (OTS) for Rs. 3.11 crore on 13.01.2017. However, the Corporate Debtor failed to comply with the terms of settlement. On request of Corporate Debtor, the Financial Creditor revalidated the sanction with an extension given till 30.06.2017. But the Corporate Debtor again failed to comply with the terms of settlement. As terms of earlier OTS sanctioned by the Financial Creditor was not fully complied with, the Personal Guarantors to the Corporate Debtor again approached the Financial Creditor on 21.08.2017, by way of OTS for the settlement of remaining outstanding dues.

7. The Financial Creditor and the Corporate Debtor have reached to a settlement in Lok Adalat vide order dated 09.09.2017, wherein it is stated by both parties that there was previous OTS for Rs. 3.11 crores and out of which the Rs. 1.16 Crore was paid and the same stood deposited in No Lien Account. In the Lok Adalat, the Personal Guarantor proposed that a simple interest for the delayed period will be paid @10% p.a. from 01.07.2017 and entire balance amount of the OTS will be liquidated on or before 31.12.2017. This proposal of the

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Personal Guarantor was agreed to be considered by the Financial Creditor Bank.

8. Pursuant thereto, the Personal Guarantor approached the Financial Creditor on 27.06.2018 with another OTS proposal and tendered Demand Draft No. 837700 for Rs. 15 lakhs. Further, an amount of Rs. 11 lakhs, which was earlier deposited in a no-lien account was adjusted in the loan account. Thereafter, another OTS proposal was filed vide letter dated 20.07.2018. It is very clearly stated in the said OTS letter that the Personal Guarantor is making all the efforts to clear the OTS amount within very short span of time and shall pay it at the earliest after his OTS proposal is accepted by the Bank. Then, again another OTS proposal was submitted on 08.06.2019. In this OTS letter, it is stated that OTS Letter dated 20.05.2019 sent by the Bank for OTS Amount of 3.10 Cr is not acceptable to the Personal Guarantor due to the reason that his earlier OTS was sanctioned for Rs. 3.11 Cr out of which Rs.1.82 crore has already been deposited. We perused this OTS proposal of the Personal Guarantor. This OTS proposal by the Personal Guarantor as attached with the Application is hand written and has not been found to be very much legible but from this letter, it appears that the second OTS offer of the Bank for Rs. 3.1 crore was not acceptable to the Personal Guarantor after earlier OTS

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sanctioned by the Bank for Rs.3.11 crore had failed, for the reasons given in the said OTS letter.

9. Subsequently, the Personal Guarantors once again approached the Financial Creditor with a new OTS proposal vide OTS proposal dated 03.03.2021 giving reference to a meeting held on 12.02.2021 with Bank officials presided by Mrs. Chitra Datar General Manager and Zonal Head Delhi and Sh. Amit Sharma DGM Credit from Head Office, Sh. Sujeet Jha CM CREMON and ARC from Zonal Office and branch manager Asset Recovery Branch, Sh. D Mahapatra, and proposing to settle the outstanding loan account under OTS Scheme of Bank approving a fresh proposal at Rs. 2.63 crore payable within 6 months from the date of sanction, after taking into account earlier OTS sanctioned by the Bank and payment made thereafter. This is the last OTS letter of the Personal Guarantor attached with the instant Application showing that the debt more than Rs. 1 crore is outstanding and Personal Guarantor has accepted to pay to the extent of Rs. 2.63 crore within 6 months as One Time Settlement, however this amount remained unpaid till filing of the present Application.

10. Finally, on 14.09.2022, the Financial Creditor issued a Demand Notice as per IBC in Form-B under Section 95(4)(b) of the Code read with Rule 7(1) of

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PIRP Rules, calling upon the Personal Guarantor to pay Rs.4,71,58,734/, being the debt in default as on 28.01.2015 after personal guarantee had been invoked, which notice was duly served.

11. As the Personal Guarantor failed to pay the debt in default as called upon to pay in the notice issued in Form-B under Section 95(4)(b) of the Code read with Rule 7(1) of PIRP Rules, the present application u/s 95 has been filed by the Financial Creditor on 27.11.2023 showing the total outstanding amount to be Rs. 7,22,58,018.83/- as on 04.11.2023. On filing of the application u/s 95 as discussed above, this Tribunal vide order dated 18.10.2024 appointed Mr. Vimal Kumar having IBBI Registration No. IBBI/IPA-002/IP-N00995/2020-2021/13236, R/o V 1104, The Hyde Park, Sector 78, Noida, Uttar Pradesh-201301 and email: maidvimal1@rediff.com, to examine this petition and file his report.

12. The Resolution Professional (hereinafter referred as 'RP') has filed an Interlocutory Application bearing IA No. 555/2024 on 05.11.2024 for submitting report u/s 99(1) of the Code and the same has been taken on record. The RP has in his report stated that the Financial Creditor has made the following compliances in terms of Section 99 of IBC, 2016:

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COMPLIANCE OF TERMS OF SECTION 95 OF THE CODE READ WITH SECTION 99(6)(a) OF THE CODE.

S. no	***Requirements under the relevant provisions of Section 99 of the Code***	***Submissions of the RP***	***Compliance with requirements of Section 99 of the Code (Yes/No/Not applicable)_***
1.	*Section 99(1): The Resolution professional shall examine the application referred to in section 94 or section 95, as the case may be, within ten days of his appointment, and submit a report to the Adjudicating Authority recommending for approval or rejection of the application*	*The RP submits that the present report is prepared in compliance with the requirements of section 99(1) of the Code*	*Yes* *The RP submits that the present is filed in terms of the requirement of section 99(1) of the Code.*
2.	*Section 99(2): Where the application has been filed under section 95, the resolution professional may require the debtor to prove repayment of the debt claimed as unpaid by the creditor by furnishing –* *(a) evidence of electronic transfer of the unpaid amount from the bank account of the debtor; evidence of* *(b) encashment of a cheque issued by the debtor; or*	*The RP has issued intimation letter 21.10.2024 and revised letter on 24.10.2024 sent by speed post and whatsapp message on mobile number 9891099510 31.10.2024, Email on 31.10.2024 and 01.11.2024 as per Section 99(2) of the Code to the Personal Guarantor requiring the Personal Guarantor to prove repayment of the debt claimed by the Creditor in compliance with the*	*Yes* *The RP submits that the present report is filed in terms of the requirement of section 99(2) of the Code.*

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	(c) a signed acknowledgment by the creditor accepting receipt of dues	*provisions of Section 99(2) of the Code.* *The Personal Guarantor has not provided any document evidencing repayment of its pending dues. Hence, the RP has concluded that the Personal Guarantor has not repaid the debt claimed by the Creditor.*	
3.	*Section 99(3): Where the debt for which an application has been filed by a creditor I is registered with the information utility, the debtor shall not be entitled to dispute the validity of such debt*	*Information with respect to the registration of debt with information utility has been provided by the creditor.*	*Yes* *Creditor Bank of Maharashtra has provided information with respect to the registration of debt with information utility.* *Copy of Nesl is attached herewith as (Annexure-K)*
4.	*Section 99(4) For the purposes of examining an application, the resolution professional may seek such further information or explanation in connection with the application as may be required from the debtor or the creditor or any other person who, in the opinion of the resolution professional, may provide such information.*	*The RP has issued an initiation letter 21.10.2024 and revised letter on 24.10.2024 sent by speed post and whatsapp message on mobile number 9891099510 31.10.2024, Email on 31.10.2024 and 01.11.2024 to the Personal Guarantor requiring the Personal Guarantor to provide information of repayment of the debt claimed by the Creditor along with necessary evidence in compliance with provision of Section*	*Yes*

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		99(4) of the Code. In respect to the same the RP has not received any response from the Personal Guarantor. Moreover, the RP has written a letter to Creditors also seeking details of any repayment of debt by the Personal Guarantor and in response to the same the Bank has shared the relevant documents with respect to the non-payment of amount due	
5.	*Section 99(5): The person from whom information or explanation is sought under sub-section (4) shall furnish such information or explanation within seven days of receipt of the request.*	*The RP has issued an initiation letter 21.10.2024 and revised letter on 24.10.2024 sent by speed post and whatsapp message on mobile number 9891099510 31.10.2024, Email on 31.10.2024 and 01.11.2024 to the Personal Guarantor requiring the Personal Guarantor to provide information of repayment of the debt claimed by the Creditor along with necessary evidence in compliance with provision of Section 99(4) of the Code. In respect to the same the RP has not received any response from the Personal Guarantor. Moreover, the RP has*	*Yes*

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		written a letter to Creditors also seeking details of any repayment of debt by the Personal Guarantor. However, RP has not received any response from the Creditor regarding the total debt dues as on the date of filing the present report.	
6.	*Section 99(6): The resolution professional shall examine the application and ascertain that – (a) the application satisfies the requirements set out in section 94 or 95; (b) the applicant has provided information and given explanation sought by the resolution professional under subsection (4).*	*RP submits that the present application satisfies the requirements of provisions of Section 95 of the Insolvency and Bankruptcy Code, 2016. That the Section 95 (4) (a)states as follows: (a) the debts owed by the debtor to the creditor or creditors submitting the application for insolvency resolution process as on the date of application; The RP submits that the above sub-section has been complied with as the application filed under Section 95(1) of the Code was accompanied with details and documents relating to debts owned by the debtor to the creditor. That the Section 95 (4) (b) states as follows: (b) the failure by the debtor to pay the debt within a period of fourteen days of the service of the notice of demand; and The*	*Yes* *The RP submits that the present report is filed in terms of the requirement of section 99(6) of the Code*

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		RP submits that the above sub- section has been complied with as the demand notice in Form B under the Code was served by _ the creditor to the debtor. Moreover, no amount has been deposited by the personal guarantor. That the Section 95 (4)(c) states as follows: (c)relevant evidence of such default or non-repayment of debt. The RP submits that the Creditor has furnished the copy of NeSL and Interest Calculation Sheet evidencing the non-payment of debt. That the Section 95 (5) states that the creditor shall also. provide a copy of the application made under subsection (1) to the debtor. The RP submits that the above sub- section has been complied with as the copy of application was made available to debtor on 27.11.2023 via email. That the Section 95 (6) states that the application referred to in subsection (1) shall be in such form and manner and accompanied by such fee as may be prescribed. The RP submits that the above	

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		sub- section has been complied with as the application is correctly filed and fee of Rs. 2000/- deposited on 27.11.2023 (Copy of receipt dated 27.11.2023 annexed as Annexure- L). That the Section 95 (7) states that: The details and documents required to be submitted under sub-section (4) shall be such as may be specified. The RP submits that the above subsection has been complied with as the Resolution Professional has requested documents from the Applicant as well as the Personal Guarantor	
7.	*Section 99(7): After examination of the application under subsection (6), he may recommend acceptance or rejection of the application in his report.*	*RP submits that the present application satisfies the requirements of provisions of section 95, Further, the RP submits that based on his examination of the existence of the debt, default by the debtor, and nonpayment of the debt, the present application deserves to be admitted under section 100 of the Code and this Hon'ble NCLT may pass appropriate orders in regard.*	*Yes* *The RP submits that based on his examination the present application deserves to be admitted under Section 100 of the Code and this Hon'ble NCLT may pass appropriate orders in this regard*

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8.	*Section 99(8): Where the resolution professional finds that the debtor is eligible for a fresh start under Chapter Il, the resolution professional shall submit a report recommending that the application by the debtor under section 94 be treated as an application under section 81 the by Adjudicating Authority.*	*RP submits that the debtor has not replied to the letter of RP and/ considering the facts of the case and the debtor/Personal Guarantor does not satisfy the requirements under Section 80(2) of the Code and hence is not eligible for a "fresh start" under Chapter II.*	*Not applicable 'The RP submits that the provisions of section 99(8) of the Code does not apply to the present matter.*
9.	*Section 99(9): The Resolution professional shall record the reasons for recommending the acceptance or rejection of the application in the report under subsection (7)*	*RP submits that the present report is being presented under Section 99(7) of the Code to this Hon'ble NCLT with a recommendation of accepting the present application as the Personal Guarantor has not repaid the debt due to the Creditor. There is the existence of debt, there is default by the debtor and the amount has not been repaid by the debtor. The application is filed by Creditor namely Central Bank of India in compliance of section 95 of the Code. Hence, recommended for acceptance of the application for personal insolvency resolution against the debtor.*	*Yes The RP submits that the present report prepared under Section 99(7) of the Code records the reasons for recommending acceptance of the present application filed by UBI for further orders under Section 100 of the Code.*

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10.	*Section 99(10): The resolution professional shall give a copy of the report under subsection (7) to the debtor or the creditor, as the case may be*	*RP submits that he is complying with the requirement of filing a copy of this report prepared under Section 99(7) of the Code to the Creditor and the debtor.*	*Yes* *A copy of the present report prepared under Section 99(7) of the Code is being shared with the creditor and debtor in compliance with provisions of Section 99(10) of the Code.*

13. On the basis of his above findings, the RP made the following recommendations for admitting the present application u/s 95 as per the provisions of section 100 to start PIRP against the Personal Guarantor:

> "*Considering the above, it is recommended by the Resolution Professional that the application for initiation of insolvency resolution process filed by Canara against MR. SYED NADEEM ABBAS, Personal Guarantor to M/s. Spectrum Infoweb Solution Private Limited do hereby admit under the orders and directions of thus Hon'ble Tribunal.*"

14. As informed by the RP, an advance copy of his above-mentioned report was supplied to the Personal Guarantor. After receipt of the above report from the RP, notice was issued to the Personal Guarantor to file his response to the report of the RP recommending admission of the Application filed u/s 95 to start personal insolvency process against him, however no reply/ objections was received. Thereafter, the learned counsel representing the Personal

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Guarantor sought time to file the reply which was granted by this Tribunal vide order dated 21.05.2025 in following terms:

> *"5. As stated hereinabove in terms of an order dated 18.12.2024, since the last opportunity was already granted to the Personal Guarantor to file the reply, therefore in the interest of justice and as per the request so made, we deem it appropriate to grant an opportunity to the Personal Guarantor for filing the reply subject to the payment of cost of Rs. 20,000/- to be deposited in the 'Prime Minister's National Relief Fund'."*

15. Pursuant thereto, this Tribunal vide its order dated 15.09.2025 observed the following in respect of the payment directed to be made by the Personal Guarantor:

> *"4. Ld. Counsel representing the Personal Guarantor states that the said cost has also been deposited in the Prime Minister's National Relief Fund since then, and also states that she would be filing an affidavit along with the proof of such deposit made towards the cost in compliance of the aforesaid order."*

Reply filed by the Personal Guarantor

16. In accordance with the directions issued by this Tribunal vide order dated 21.05.2025, the Personal Guarantor filed its reply vide diary no 1540 dated 08.08.2025 wherein the Personal Guarantor has alleged that the Applicant Bank had auctioned the secured assets of the Corporate Debtor/ Personal

Guarantor by breaking all canons of law and therefore, the Personal Guarantor has filed Securitisation Application before the Hon'ble DRT – II, New Delhi, alongwith an application U/s 340 of Code of Criminal Procedure, 1973.

17. The Personal Guarantor avers that Applicant Bank had accepted the bid of Rs. 2,67,30,000/- and out of the said total auction amount, the auction purchaser has only deposited Rs. 1,82,30,000/- while the rest of the amount is said to be set off in view of the loan to be granted by the Applicant Bank to the auction purchaser for purchasing the property. However, during the course of proceeding before Hon'ble DRT on 01.07.2021, the auction purchaser, one Ms. Chestha Malik made a false statement to the effect that she has timely deposited the auction money, which was not objected by the Applicant Bank. Accordingly, the Personal Guarantor contends that the Applicant Bank has deliberately concealed the records of auction proceedings while filing the present application to make wrongful gain to themselves and wrongful loss to the Personal Guarantor.

FINDINGS AND ORDER

18. We have heard the submissions of the Applicant and also perused the Report received under Section 99 of IBC, 2016 submitted by the RP recommending

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admission of the Section 95 Application and initiation of the PIRP against the Personal Guarantor

19. As per the details and documents filed in the Application under section 95, we have found that the Personal Guarantor viz. Mr. Syed Nadeem Abbas, executed personal guarantee on 03.08.2013 in favour of the Financial Creditor to secure the repayment of the loan disbursed by the Financial Creditor and availed by the Corporate Debtor. On default by the Corporate Debtor, the Financial Creditor classified the account of the Corporate Debtor as Non-Performing Asset (NPA) on 31.03.2014 and further sent the notice dated 22.04.2014 u/s 13(2) of the Securitization Act, 2002 to the borrower Corporate Debtor as well as to the Respondent Guarantor requesting them to pay the dues of the Applicant Bank within 60 days from the issuance of this notice, thus invoking the personal guarantee of the Guarantor. The Corporate Debtor and all its Guarantors including the present Personal Guarantor failed to repay the outstanding dues against the Corporate Debtor and therefore, the Original Application u/s 19 of Recovery of Debts and Bankruptcy Act, 1993 was filed against the Corporate Debtor and all the Guarantors before the Hon'ble Debts Recovery Tribunal-II, New Delhi which was registered and numbered as O.A. No 63 of 2015 and the same is still pending for the final orders. The Financial Creditor has further issued Notice under Rule 7(1) of

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Insolvency and Bankruptcy (Application to Adjudicating Authority for Insolvency Resolution Process for Personal Guarantors to Corporate Debtors) Rules, 2019 upon the Guarantor on 14.09.2022 to pay Rs. 4,71,58,734/-., accruing pursuant to invocation of Guarantee executed in respect of Corporate Debtor. The copy of Demand Notice dated 14.09.2022 along with proof of service and delivery report has been annexed as Annexure-4(Colly) with the main petition.

20. In the present case, the cause of action arose in favour of Financial Creditor against Mr. Syed Nadeem Abbas being the Personal Guarantor of the Corporate Debtor for the first time on expiry of 60 days after issuance of notice u/s 13(2) of the SARFAESI Act dated 22.04.2014, and therefore the application u/s 95 should have been filed within three years from the date when the cause of action has arisen i.e. 21.06.2014, to maintain limitation as per the Limitation Act 1963. However, we find that limitation continued as per section 18 and 19 of the Limitation Act due to the OTS proposals filed by the Personal Guarantor from time to time and also paying part of the debt from time to time and thus, acknowledging the debt as it has already been discussed in the order earlier. The last such acknowledgement of debt to the extent of Rs. 2.63 crores and promise to make payment within six months has been made vide OTS letter dated 03.03.2021, thus extending the limitation period

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up to 03.03.2024. As the present application has been filed on 27.11.2023, the same has been found is filed within limitation period.

21. As far as the issue of debt and default is concerned, it is clear and fairly established from the facts of the case as have already been discussed in the order that the guarantee against the Personal Guarantors was invoked vide letter date 22.04.2014 by issuing notice u/s 13(2) of SARFAESI Act, pursuant to which the Personal Guarantor has made several OTS payments proposing the settlement. In the last of such OTS submitted vide letter dated 03.03.2021, the Personal Guarantor admitted and further promised to pay the debt of Rs. 2.63 crore within six months. The Applicant Bank has further issued demand notice dated 14.09.2022 u/s 95(4)(b) of the Code asking Personal Guarantor to pay a demand of Rs. 4,71.58,734/-. Therefore, a debt and default in the present case exists for an amount exceeding the threshold limit of Rs. 1 crore as per the own admission of the Personal Guarantor.

22. So far as the reply of Personal Guarantor is concerned, the Personal Guarantor has not raised any contention disputing the existence of debt or its default or affirming the repayment by the Personal Guarantor or Borrower, rather the Personal guarantor through his repeated OTS proposal has again and again admitted the debt and its default. In his reply, the Personal Guarantor had

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merely alleged about some irregularity in auction proceedings conducted by the Applicant Bank in respect of the secured assets and about alleged false statement made by the Auction Purchaser before the Ld. DRT. The Personal Guarantor has submitted that a Securitisation Application and an application u/s 340 of Cr.P.C. is pending before the Ld. DRT in this regard. However, we do not find any substance in the submissions made by the Personal Guarantor in view of the fact that, these allegations, have no bearing on the facts of present case and do not discharge the Personal Guarantor from his liability as a legally recoverable debt continues to subsist against the Personal Guarantor.

23. We have also gone through the report dated 05.11.2024 filed by the RP as discussed in paras 13 and 14 and we are in agreement with the report of the RP for admission of the present Application u/s 95 and as per our finding also, there is a debt and there is a default on part of the Personal Guarantor in repaying the debt and the application is also filed within the limitation period, and thus as per our findings:

i. The Insolvency Petition satisfies the requirement of Section 95 of IBC, 2016 and has been filed in the requisite form, in terms of Rule 7(1) of the Rules, 2019, supported by requisite fee and documents.

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ii. The Guarantor after being duly served with demand notice dated 14.09.2022, has committed default in repayment of his debts; therefore, the requirement as set out under Section 95(4) is satisfied.

iii. That the debts mentioned in the application are not excluded debts.

iv. That the Personal Guarantor is not eligible for a fresh start process provided under Chapter II of IBC, 2016.

24. Considering the above facts and circumstances and upon perusal of the documents on record, the CP (IB) No.108/ALD/2024 filed under Section 95 of the IBC, 2016 is hereby Admitted and the Personal Insolvency Resolution Process (PIRP) is initiated against Mr. Syed Nadeem Abbas viz. the Guarantor herein. We hereby direct as hereinafter:

I. Initiate PIRP against the Respondent/Personal Guarantor and moratorium in relation to all the debts is declared, from today i.e. date of admission of the application, and shall cease to have effect at the end of the period of 180 days, or this Tribunal passes order on the repayment plan under Section 114 whichever is earlier as provided under Sec 101 of IBC, 2016. During the moratorium period,

a. Any pending legal action or proceeding in respect of any debt shall be deemed to have been stayed, and

b. The Financial Creditors of the debtor shall not initiate any legal action or proceedings in respect of any debt; and

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c. The debtor shall not transfer, alienate, encumber, or dispose of any of his assets or his legal rights or beneficial interest therein;

d. The provisions of this section shall not apply to such transactions as may be notified by the Central Government in consultation with any financial sector regulator.

II. The Resolution Professional viz. Mr. Vimal Kumar having IBBI Registration No. IBBI/IPA-002/IP-N00995/2020-2021/13236, R/o V 1104, The Hyde Park, Sector 78, Noida, Uttar Pradesh-201301 and email: maidvimal1@rediff.com, who is already appointed RP vide our order dated 18.10.2024 shall continue as such for carrying forward the PIRP against the Personal Guarantor.

III. RP is further directed to cause a public notice u/s 102 of the Code to be published on behalf of the Adjudicating Authority within 7 days of passing this Order on the website of the NCLT Allahabad Bench, inviting claims from all Financial Creditors, within 21 days of such issue. The notice under Sub Section (2) of Section 102 shall include:-

a. Details of the order admitting the application;

b. Particulars of the resolution professional with whom the claims are to be registered; and

c. The last date for submission of claims

IV. The publication of notice shall be made in two newspapers, one in English and other in vernacular, which have wide circulation in the State where the Corporate Debtor and Personal Guarantor reside.

The Resolution Professional shall furnish two spare copies of the notice to the Registry for the record.

V. The Resolution Professional, in exercise of the powers conferred under Section 104, shall prepare a list of Financial Creditors on the basis of:

a. The information disclosed in the application filed by the debtor under Section 95, and

b. Claims received by the Resolution Professional under Section 102 within 30 days from the date of the notice.

c. The debtor shall prepare a repayment plan under Section 105, in consultation with the Resolution Professional, containing a proposal to the Financial Creditors for restructuring of his debts or affairs.

VI. The repayment plan may authorize or require the Resolution Professional to:

a. Carry on the debtor, business or trade on his behalf or in his name: or

b. Realise the assets of the debtor; or

c. Administers or dispose of any funds of the debtor.

VII. The repayment plan shall include the following, namely:

a. Justification for preparation of such repayment plan and reasons based on which the Financial Creditors may agree upon the plan;

b. Provision for payment of fee to the Resolution Professional;

c. Such other matters as may be specified.

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VIII. The Resolution Professional shall submit the repayment plan along with his report on the plan to this Authority within a period of 21 days from the last date of submission of claims, as provided under Section 106.

IX. Repayment Plan as per Regulation 19 of IBBI (Insolvency Resolution Process) Regulation, 2019, shall be submitted by the RP within an overall time limit of 120 days from the commencement of the present resolution process i.e. date of this order.

X. In case the Resolution Professional recommends that a meeting of the Financial Creditors is not required to be called, he shall record the reasons thereof. If the Resolution Professional is of the opinion that a meeting of the Financial Creditors should be summoned, he shall specify the details as provided under Section 106(3) of IBC, 2016. The date of meeting should not be less than 14 days or more than 28 days from the date of submission of the Report under subsection (1) of Section 106 of IBC, 2016, for which at least 14 days' notice to the Financial Creditors (as per the list prepared) shall be issued by all modes. Such notice must contain the details as provided under the provisions of Section 107 of IBC, 2016.

XI. The meeting of the Financial Creditors shall be conducted in accordance with Sections 108, 109, 110 & 111 of IBC, 2016. The Resolution Professional shall prepare a report of the meeting of the Financial Creditors on repayment plan with all details as provided under Section 112 of IBC, 2016 and submit the same to this Tribunal, copies of which shall be provided to the Debtor and the

Financial Creditors. It is made clear that the Resolution Professional shall perform his functions and duties in compliance with the Code of Conduct provided under Section 208 of IBC, 2016.

XII. The Resolution Professional shall submit his periodic reports before this Tribunal, every 30 days.

XIII. The Applicant is directed to deposit INR 1,00,000/- to the bank account of the Resolution Professional within one week, towards his fees. This shall be subjected to the rules and regulations under the provisions of the Insolvency and Bankruptcy Code, 2016.

XIV. The Registry is directed to communicate a copy of order, report and application within seven working days and upload the same on the website immediately after the pronouncement of order.

25. CP (IB) NO. 108/ALD/2024 is accordingly admitted.

26. List the matter on 04.08.2026 for further proceedings.

-Sd-	***-Sd-***
Ashish Verma	**Praveen Gupta**
Member (Technical)	**Member (Judicial)**

Date: 30.06.2026