NATIONAL COMPANY LAW TRIBUNAL,
MUMBAI BENCH COURT VI

Item No. P-1

C.P. (IB)/478/MB/2025

CORAM:

SHRI SAMEER KAKAR
HON'BLE MEMBER (TECHNICAL)

SHRI NILESH SHARMA
HON'BLE MEMBER (JUDICIAL)

ORDER SHEET OF HEARING (HYBRID) DATED **15.10.2025**

NAME OF THE PARTIES**:** **Tata Power EV Charging Solutions Limited**

Vs.

Cab-Eez Infra Tech Limited

Under Section 9 of the IBC.

ORDER

The case is fixed for pronouncement of the order. The order is pronounced in the open court, *vide* separate order. Detailed order is being uploaded on the NCLT portal today.

Sd/-
SAMEER KAKAR
MEMBER (TECHNICAL)

Sd/-
NILESH SHARMA
MEMBER (JUDICIAL)

//AS//

IN THE NATIONAL COMPANY LAW TRIBUNAL, MUMBAI BENCH-VI

C.P. (IB)/478/MB/2025

[Under Section 9 of the Insolvency and Bankruptcy Code, 2016 r/w Rule 6 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016]

TATA POWER EV CHARGING SOLUTIONS LIMITED

[CIN No.: U40108MH2020PLC338268]

C/o The Tata Power Company Limited

Corporate Centre, 34, Sant Tukaram Road

Carnac Bunder, Mumbai – 400009.

…Operational Creditor

V/s

CAB-EEZ INFRA TECH LIMITED

[CIN No.: U74999MH2019PLC333850]

Office No 105, G & E 1st Floor

Marwah Complex, Krishnalal Marwah Marg

Sakinaka, Andheri East, Mumbai – 400072.

...Corporate Debtor

Pronounced: 15.10.2025

CORAM:

HON'BLE SHRI NILESH SHARMA, MEMBER (JUDICIAL)

HON'BLE SHRI SAMEER KAKAR, MEMBER (TECHNICAL)

Appearances: Hybrid

For Applicant: Adv. Amir Arsiwala i/b Adv. Vidit Divya Kumat

For Respondent: Adv. Surjendu Sankar Das

ORDER

[PER: CORAM]

1. BACKGROUND

1.1 This C.P. (IB) No. 478 of 2025 (Application) was filed on 28.03.2025 by Tata Power EV Charging Solutions Limited, the Operational Creditor (OC) having CIN No.: U40108MH2020PLC338268, under Section 9 of the Insolvency and Bankruptcy Code, 2016 (IBC), read with Rule 6 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016, seeking initiation of Corporate Insolvency Resolution Process (CIRP) against Cab-Eez Infra Tech Limited, the Corporate Debtor (CD), having CIN No.: U74999MH2019PLC333850.

1.2 As per Part IV of the Application, the amount claimed to be in default is Rs.1,91,31,385.54/- (Rupees One Crore Ninety-One Lakh Thirty-One Thousand Three Hundred Eighty-Five) out of which Rs.1,71,62,481.20/- is towards Principal dues and Rs.19,68,904.34/- towards interest @ 1% per month including GST on interest till 31.10.2024. The date of default in Part IV is from 28.07.2023 to 05.10.2024 and is provided in a computation chart attached as Annexure-L on page no. 125 of the Application.

1.3 The Applicant has proposed one Mr. Manish Lalji Dawda, having Registration No. as IBBI/IPA-001/IP-P-02506/2021-2022/13797, to act as the Interim Resolution Professional (IRP).

2. CONTENTIONS OF APPLICANT (OC)

2.1 The Applicant is engaged in the business of providing Electric Vehicle (EV) Chargers, EV Charging Services, and EV Charger Software Platforms. The CD is in the business of fleet management and app-based taxi services.

2.2 In December 2020, the CD entered into a Master Service Agreement (MSA) with Tata Power Company Limited, the parent company of the Applicant, for the provision of unmanned EV charging services. Clause 5.1 of the MSA included a 5-year lock-in period, and Clause 7.3 provided for 1% monthly interest on delayed payments. Tata Power provided services under this MSA from November 2021 to November 2022.

2.3 The CD was informed *via* emails dated 04.10.2022 and 15.10.2022 that Tata Power EV Charging Solutions Limited (the Applicant and a subsidiary of Tata Power) would take over the services. From December 2022, the Applicant began providing EV charging services and issuing invoices directly to the CD, who was to make payments into the Applicant's account.

2.4 The last unpaid invoice was dated 19.09.2024. Despite follow-ups, the CD did not settle the dues. The CD acknowledged its outstanding liability through multiple emails dated 20.07.2024, 20.08.2024, 29.08.2024, 30.08.2024, and 06.11.2024 and made partial payments, which also served as acknowledgments of debt. As of 19.09.2024, the total outstanding, including interest and GST, was Rs.1,91,31,385.54/-.

2.5 The Applicant issued a Legal Notice dated 14.10.2024 demanding payment. This was followed by a Demand Notice under Form 3 & 4 on 20.12.2024, duly received by the CD on 26.12.2024. The CD responded on 06.01.2025, disputing some invoices. However, these disputes were raised only after the Demand Notice was issued and were not supported by earlier objections. The CD never raised any substantial or contemporaneous objections regarding the quality of service, the quantum of invoices, or any alleged deficiency in service. Prior to this, the CD had accepted rates and revised

charges, including through emails dated 02.07.2021 and 20.01.2023. Accordingly, the CD's reply dated 06.01.2025 does not establish any valid pre-existing dispute.

2.6 The Applicant had also shared a signed copy of the MSA with the CD on 30.01.2021, particularly to Mr. Kaustabh Patil and Mr. Kuldip.

2.7 On 06.08.2024, upon being informed by the CD about a BMC fire safety compliance notice, the Applicant promptly began with the surrender procedures for the Sewri Hub (11.08.2024) and shared a cost estimate of Rs. 11 lakhs plus GST (16.08.2024), which remains unpaid. The shifting process of the chargers was initiated on 28.08.2024.

2.8 Later, the CD, in its reply dated 06.01.2025, questioned the presence of EV charging infrastructure at terminated locations. However, disconnections were already initiated, and the timeline was dependent on DISCOM's internal procedures and regulatory timelines, which the CD was aware of. No objections were raised before the demand notice in this regard.

2.9 Despite multiple reminders and part-payments, the CD denied liability in its reply dated 06.01.2025. However, the due dates for each invoice are documented, and the payment default became effective after 15 days from the legal notice dated 14.10.2024, i.e., from 29.10.2024. All invoices are within the limitation period.

2.10 The Computation Chart attached as Annexure – L at Page 125 of the Application captures the date of default and amount for each invoice:

COMPUTATION CHART

Sr No.	Invoice No.	Invoice Amount	Due Date	Interest % PM	Interest amt	GST on interest	Unpaid invoice value	Amount Due (Base +GST + interest)	Payment received till date	Date of Default
1	F21021000047	2461340.2	27-Jul-23	1%	3,73,854.00	67,293.72	1,98,979.40	6,40,127.12	22,62,360.77	28-Jul-23
2	F21021000076	230725.4	20-Sep-23	1%	30,873.00	5,557.14	2,30,725.40	2,67,155.54	-	21-Sep-23
3	F21021000078	1854963.4	26-Sep-23	1%	86,599.00	15,587.82	-	1,02,186.82	18,54,963.38	27-Sep-23
4	F21021000092	1454123.6	25-Oct-23	1%	54,022.00	9,723.96	-	63,745.96	14,54,123.57	26-Oct-23
5	F21021000109	161774.18	1-Nov-23	1%	5,744.00	1,033.92	-	6,777.92	1,61,774.18	2-Nov-23
6	F21021000164	1851145.5	29-Nov-23	1%	66,946.00	12,050.28	-	78,996.28	18,51,145.47	30-Nov-23
7	F21021000183	1920009.1	26-Dec-23	1%	89,635.00	16,134.30	-	1,05,769.30	19,20,009.07	27-Dec-23
8	F21021000223	2654433.5	23-Jan-24	1%	99,487.00	17,907.66	-	1,17,394.66	26,54,433.51	24-Jan-24
9	F21021000248	2303191	28-Feb-24	1%	1,86,275.00	33,529.50	4,76,950.82	6,96,755.32	18,26,240.21	29-Feb-24
10	F21021000276	2162657.7	29-Mar-24	1%	1,53,578.00	27,644.04	21,62,657.72	23,43,879.76	-	30-Mar-24
11	F21021000010	2233302.8	26-Apr-24	1%	1,38,036.00	24,846.48	22,33,302.84	23,96,185.32	-	27-Apr-24
12	F21021000037	2798045	26-May-24	1%	1,45,345.00	26,162.10	27,98,044.99	29,69,552.09	-	27-May-24
13	F21021000098	135700	29-Jun-24	1%	5,532.00	995.76	20,700.00	27,227.76	1,15,000.00	30-Jun-24
14	F21021000062	2325347.5	26-Jun-24	1%	97,091.00	17,476.38	23,25,347.46	24,39,914.84	-	27-Jun-24
15	F21021000128	2366700.9	2-Aug-24	1%	70,028.00	12,605.04	23,66,700.85	24,49,333.89	-	3-Aug-24
16	F21021000168	2273932.3	29-Aug-24	1%	47,098.00	8,477.64	22,73,932.26	23,29,507.90	-	30-Aug-24
17	F21021000220	2075139.5	4-Oct-24	1%	18,420.00	3,315.60	20,75,139.46	20,96,875.06	-	5-Oct-24
					16,68,563.00	**3,00,341.34**	**1,71,62,481.20**	**1,91,31,385.54**	**1,41,00,050.16**	

2.11 The Applicant has attached the following supporting documents along with the Application, Rejoinder and Additional Affidavit dated 16.06.2025 and 04.09.2025, respectively:

a) Copy the Master Data of the Applicant and the CD.

b) Copy of Board Resolution authorising Mr. Saibal Mitra.

c) Copy of Written Consent received from Interim Resolution Professional, along with all relevant documents relating to his eligibility.

d) Copy of the Master Service Agreement (MSA) for 2020.

e) Copy of emails dated 04.10.2022 and 15.10.2022 informing CD that the Applicant would take over the services.

f) Copies of invoices raised by the Applicant.

g) Copies of email correspondences, including the acknowledgment email by the CD.

h) Copy of the Bank Statements certifying the payments received by the Applicant from the CD.

i) Copy of the Ledger of the CD, maintained by the Applicant.

j) Computation chart showing the outstanding amounts against invoices and their respective date of defaults.

k) Copy of the reminder emails sent by the Applicant to the CD.

l) Copy of the Legal Notice dated 14.10.2024.

m) Copy of the Demand Notice dated 20.12.2024 along with the Speed Post receipt.

n) Copy of the reply to the Demand Notice by the CD dated 06.01.2025.

o) Copy of email dated 20.01.2023, 02.06.2021, 02.07.2021.

p) Copy of Service Confirmation dated 30.01.2021.

q) A copy of other relevant communications between the Applicant and the CD showing the prompt action taken by the Applicant to resolve the issue.

r) Copy of the relevant electricity bills.

s) Copy of emails dated 26.07.2024 along with Minutes of Meeting between the Applicant and the CD dated 23.07.2024.

t) Copy of all relevant communication from the Applicant to DISCOM.

u) Copy of the last electricity bill received from BEST indicating the disconnection.

v) Copies of relevant email communication between the parties with respect to the surrender of Sewri Hub.

3. CONTENTIONS OF CD

3.1 Reply dated 27.05.2025, affirmed by one Mr. Kuldip Ghosh, authorized representative of the CD, was filed in the matter.

3.2 In February 2020, the Applicant and CD entered into a MSA for setting up and running EV charging services across hubs located in Borivli, Goregaon, Byculla, Sewri, Worli, Andheri, and Kanjurmarg.

3.3 Although the MSA does not bear a date of execution, it was printed on stamp paper dated 21.12.2020. Under the MSA, the Applicant was to provide EV chargers, operate the chargers through its software platform, and offer charging services through unmanned operations along with related support services.

3.4 However, the Applicant did not perform its obligations properly. Several issues arose, including the Applicant's arbitrary imposition of Minimum Usage Guarantee (MUG) charges on CCS2 chargers (25–30kW), unexplained increases in electricity bills, lack of transparency in invoicing, and failure to meet key regulatory and statutory requirements. Despite these shortcomings, the Applicant continued to raise invoices every month and coerced the CD into paying, thereby causing financial strain and operational difficulties.

3.5 On 20.12.2024, the Applicant issued a Demand Notice u/s 8 of the IBC, claiming an operational debt of Rs.1,91,31,385.54/-. The CD replied on

06.01.2025, denying the alleged debt and questioning the validity of the invoices.

3.6 Later, on 20.02.2025, the CD issued a Notice invoking Arbitration under Clause 15 of the MSA, regarding disputed invoices, inflated electricity bills, excess payments, delays, and breaches in MSA terms, non-functional chargers, revenue losses, and arbitrary billing, etc.

3.7 The CD called upon the Applicant to nominate its arbitrator within the stipulated time, but no response came. Therefore, the CD filed an application u/s 11 of the Arbitration and Conciliation Act, 1996, before the Hon'ble High Court of Bombay.

3.8 The CD submits that this Application is not maintainable because there exists a clear pre-existing dispute. The invoices relied on by the Applicant were already disputed through the Reply dated 06.01.2025 and through the formal notice of arbitration contained therein. In fact, billing disputes had been consistently raised much earlier. For instance, on 22.03.2024, the CD emailed the Applicant objecting to charges for chargers that were non-operational or faulty. Again, on 20.08.2024, the CD complained about underutilized chargers and suggested phasing out GBT chargers in favour of CCS fast chargers. It was also suggested that the MSA be terminated, as it was proving unviable. Further, on 25.11.2024, the CD objected to billing at a location where it had already paid sunk costs and stopped availing services.

3.9 There were also instances of inflated electricity bills. In the May and June 2024, the Applicant presented an inflated bill of Rs.50,00,000/- for charging services at the hubs, with sharp unexplained increases in “Electricity

Utilization Charges." The CD raised objections through an email dated 21.06.2024. Despite the disputes, the CD, acting in good faith, still paid Rs.2.5 crores to the Applicant.

3.10 The CD also tried to resolve matters amicably. Through emails dated 30.09.2024 and 06.11.2024, the CD offered to clear only "legitimate dues" and expressed willingness to formulate a payment plan. It was also conveyed that the CD was in the process of formulating a payment plan to settle the said legitimate dues. These correspondences clearly establish that the CD has never admitted the entirety of the Applicant's alleged claims and has consistently disputed the inflated and unjustified amounts.

3.11 The CD also repeatedly requested reallocation of chargers to balance MUG utilization across hubs and suggested switching to a prepaid model to avoid arbitrary dues. These requests, including demands for transparent, itemized billing and monthly reconciliations, were ignored by the Applicant.

3.12 Importantly, part of the alleged dues does not even fall under the scope of the MSA. For example, MUG billing was raised on CCS2 chargers (25-30 kW), even though the MSA clearly applied MUG only to DC001 chargers (15 kW) at a fixed rate of Rs.3.50/- per unit. Without notice, the Applicant unilaterally increased the rate to Rs.4.99/- per unit, causing an excess billing of over Rs.20 lakhs. No supplementary agreement was ever signed to extend MUG to CCS2 chargers, making those charges invalid.

3.13 The Applicant also billed for faulty, dismantled, or uninstalled chargers. Between April 2023 and February 2024, it raised wrongful charges of about Rs.10 lakhs for chargers that were not functional or even installed, including dismantled CCS2 chargers at Kalwa hub. Monthly charges of Rs.69,860/-

continued for over a year in respect of these non-functional chargers. Emails dated 23.02.2024 and 20.03.2024 from the CD specifically requested waivers or credit notes for these wrongful amounts, but the Applicant failed to address these issues, demonstrating its disregard for contractual obligations.

3.14 The CD has therefore suffered losses due to the Applicant's breaches of the MSA, and has already invoked arbitration for these claims. Thus, the alleged dues involve disputed questions of fact, and the matter requires adjudication through arbitration or trial, not through IBC proceedings.

3.15 The CD also has substantial counterclaims against the Applicant, including losses from arbitrary billing practices, wrongful MUG charges on CCS2 chargers, and charges for faulty or dismantled equipment. These claims were detailed in the arbitration notice of 20.02.2025, and proceedings under Section 11 of the Arbitration Act are already pending.

3.16 Given these facts, the alleged dues cannot be considered an undisputed debt. The Applicant has misused Section 9 of the IBC as a tool for debt recovery, even though arbitration was the agreed mode of dispute resolution. It also failed to disclose that arbitration was invoked in the reply dated 06.01.2025.

3.17 It is well settled that the IBC is meant for insolvency resolution and not as a substitute for civil remedies or for recovery of disputed debts. The Hon'ble Supreme Court has repeatedly clarified this position. The Hon'ble NCLAT, too, in ***Manish Mukin v. Ms. Rakhi & Anr.*** [Company Appeal (AT) (Insolvency) No. 617 of 2023], held that IBC proceedings cannot be used to

adjudicate disputed claims. Hence, this Application under Section 9 of the IBC is wholly misconceived, not maintainable, and liable to be dismissed.

3.18 The CD has attached the following supporting documents along with the Reply:

a) Copy of Notice Invoking Arbitration dated 20.02.2025 sent by the CD to the Applicant.

b) Copy of the email dated 02.03.2024, 22.03.2024, 21.06.2024, 20.08.2024, 31.08.2024 and 30.09.2024 from the CD to the Applicant.

c) Copy of the emails dated 23.02.2024, 20.03.2024, 06.11.2024, 25.11.2024 exchanged between the CD and the Applicant.

4. REJOINDER

4.1 This Affidavit-in-Rejoinder, dated 02.06.2025, is affirmed by Mr. Saibal Mitra, authorised representative of the Applicant.

4.2 The Applicant submits that the MSA is valid, binding, and enforceable despite the absence of a handwritten date of execution. The agreement was signed, acted upon, and shared between the parties. In fact, the CD itself circulated the signed copy *via* email on 24.12.2020, confirming its possession and acknowledgment of the same. The date on the stamp paper, 21.12.2020, sufficiently reflects the contemporaneous timeline of execution. The absence of a written date of execution, in itself, is not fatal where the conduct of the parties reflects acknowledgment and implementation of the agreement.

4.3 The Applicant denies all allegations of non-performance. On the contrary, it consistently provided electric vehicle chargers, software support, and

unmanned charging services in compliance with its obligations. Claims of unilateral imposition of MUG charges on CCS2 chargers are misleading. These charges were part of the commercial understanding reflected in invoices that were raised, accepted, and never contemporaneously disputed. Similarly, all invoices were generated in line with the MSA, covering actual services rendered and electricity costs incurred. The MSA clearly places the liability of clearing dues for electricity consumption on the CD. The sharp increases in billing resulted from the CD's repeated delays in payment, which triggered arrears and compounding cycles from DISCOMs. The Applicant merely forwarded third-party bills without alteration.

4.4 The Applicant also rejects allegations of regulatory or statutory non-compliance. No notice from any authority has ever been issued against it, and such assertions by the CD are afterthoughts. Likewise, the claims about faulty or non-operational chargers are exaggerated. Complaints raised by the CD through emails were vague and unsupported by technical reports. In fact, the Applicant had already clarified in its reply dated 04.03.2024 that faults occurred due to improper handling by the CD's drivers despite adequate training. The infrastructure was functional, maintained as per standards, and intermittent issues did not excuse the CD from its obligations under the MUG clause.

4.5 The invocation of arbitration does not per se extinguish or override the Applicant's rights under the IBC. The pendency of an application under Section 11 before the Hon'ble High Court does not detract from the fact that the operational debt in question was long-standing, undisputed at the

relevant time, and remains unpaid to date. Mere issuance of a reply or invocation of arbitration post-facto does not, in law, amount to a pre-existing dispute within the meaning of Section 8(2)(a) of the IBC.

4.6 The record also reflects several acknowledgments of liability by the CD. In the Minutes of Meeting dated 23.07.2024, the CD agreed to make a part payment of Rs.25 lakhs by July-end and Rs.50 lakhs by August 2024, with the balance by September 2024. This arrangement was confirmed by the CD's own email dated 26.07.2024. Yet, instead of honouring this commitment, the CD sought to condition payments on a shift to a prepaid model, which was contrary to the agreed terms. The Applicant made clear in its reply dated 29.08.2024 that no restructuring could be considered unless the dues were cleared. The CD's subsequent communications, including emails dated 30.08.2024 and 06.11.2024, admitted liability while merely requesting more time. These acknowledgments negate any suggestion of a pre-existing dispute.

4.7 The invoices raised by the Applicant were in accordance with the terms of the MSA, based on actual services rendered and genuine contractual entitlements. The CD failed to make timely payments despite repeated follow-ups and reminders. The plea of being "financially constrained" or "operationally handicapped" is a self-serving justification, devoid of merit, and an afterthought to avoid settling undisputed dues. The continued accumulation of invoices is a direct consequence of the CD's breach in clearing rightful dues, and not any coercive action by the Applicant.

4.8 The Applicant further clarifies that the MUG framework was extended to CCS2 chargers through transparent communication. By email dated

20.01.2023, it shared the revised rate of Rs.7.00/- per unit and the extended applicability of MUG to CCS2 chargers. The CD expressly accepted this in writing on the same day, and had earlier requested installation of CCS2 chargers through a Purchase Order dated 11.12.2023. These exchanges form valid contractual amendments under law, as electronic communications are recognized as binding agreements. Similarly, the revision of tariff for DC001 chargers from Rs.3.50/- to Rs.4.99/- per unit was expressly accepted by the CD on 02.07.2021 following the Applicant's email of 02.06.2021. Thus, allegations of unilateral revisions are incorrect.

4.9 On the issue of service termination, the Applicant submits that no formal or mutually agreed termination of the MSA was ever effected. Even when the CD sought disconnection of services at a particular hub on 20.08.2024, the Applicant promptly wrote to BEST on 27.08.2024 requesting disconnection. The delay in actual disconnection was due to BEST's procedures, not the Applicant. Until completion of that process, electricity bills remained payable under the MSA. The CD's claim of "sunk costs" or unilateral cessation is therefore untenable.

4.10 Throughout, the CD never raised specific or itemized objections to the invoices at the time they were issued. Instead, it consistently acknowledged dues, made part-payments, and sought time to pay "legitimate dues." Its belated claims of dispute, raised only after the Section 8 notice dated 20.12.2024, are contrived to avoid liability. Mere invocation of arbitration at that stage does not amount to a pre-existing dispute under Section 8(2)(a) of the IBC.

4.11 The Applicant therefore submits that the debt in question is clear, certain, and long-standing. The CD's reliance on case law such as ***Mobilox Innovations Pvt. Ltd. v. Kirusa Software Pvt. Ltd.*** is misplaced because the disputes raised are neither bona fide nor substantial. Payments were repeatedly acknowledged and partially made, which confirms the liability. The arbitration notice issued after receipt of the demand notice is a mere afterthought and cannot bar proceedings under the IBC.

5. SUR - REJOIDNER

5.1 The CD, through its authorised representative, Mr. Kuldip Ghosh, filed its sur-rejoinder dated 12.06.2025 in reply to the Applicant's Rejoinder.

5.2 The Order dated 19.06.2025 records as under:

> *"1. Respondent's Counsel states that the sur-rejoinder was e-filed on 13.06.2025 and was refiled today morning. The same is not reflecting on the DMS. The physical copy is not available before us.*
>
> *2. Applicant's Counsel states that they have since received the sur-rejoinder.*
>
> *3. Applicant's Counsel has filed an additional affidavit bringing on record the Form-C.*
>
> *4. Both the sides are directed to bring their respective sur-rejoinder and additional affidavit on the DMS and also to file short synopsis of their arguments not exceeding 3 pages well before the next date of hearing.*
>
> *5. Relist this matter on 18.07.2025."*

5.3 On the next date of hearing thereafter, i.e., 18.07.2025, we recorded the following:

> "*1. Perusal of the DMS reveals that sur-rejoinder filed by the Respondent is presently in defective state. We direct the Respondent to clear the defect within a period of 7 days from the date of this order. As certain documents filed are in defective state, we are compelled to adjourn this matter.*
>
> *2. Re-list the matter on 13.08.2025 for further consideration."*

5.4 Though the CD's Sur-Rejoinder is still in a defective state, we consider the contents therein, as we have its physical copy available.

5.5 The CD submits that the alleged debt by the Applicant was disputed prior to the issuance of the Demand Notice dated 20.12.2024. The CD consistently contested the validity and quantum of the alleged operational debt on multiple occasions and through various emails (annexed to the Reply) addressed to the Applicant.

5.6 The Applicant is admittedly using the present proceedings as a coercive debt recovery tool, contrary to the object and intent of Section 9 of the IBC.

5.7 All the other components of this Sur-Rejoinder are similar to the CD's Reply and hence, for the sake of brevity, haven't been reiterated in this Order.

6. ADDITIONAL AFFIDAVIT (OC)

6.1 This Additional Affidavit, dated 16.06.2025, affirmed by Mr. Saibal Mitra, authorised representative of the Applicant, was filed to bring on record the NeSL Form-C dated 11.06.2025.

7. WRITTEN SUBMISSIONS (OC)

7.1 The Applicant filed its Written Submissions dated 19.06.2025, affirmed by its Advocate, Mr. Vidit Divya Kumat, which are on the same lines as those of its Application and Rejoinder and hence are not reproduced to avoid repetition.

8. ADDITIONAL AFFIDAVIT (OC)

8.1 The Applicant, through its authorised representative, Mr. Saibal Mitra, filed an Additional Affidavit dated 04.09.2025 to bring on record the NeSL Form D issued on 26.07.2025.

8.2 The Status of Authentication of Default in the said Form is categorically recorded as "*Deemed to be Authenticated*", thereby evidencing the subsistence and acknowledgment of the default under law

9. WRITTEN SUBMISSIONS (CD)

9.1 The CD filed its Written Submissions dated 19.09.2025, affirmed by its Advocate, Mr. Manoj Kumar Mishra, which are on the same lines as those of its Reply and hence are not reproduced to avoid repetition.

10. ANALYSIS AND FINDINGS

10.1 We have perused the documents as placed before us and heard both the Ld. Counsels for the Applicant and the CD.

10.2 At the stage of admission of an application under Section 9 of the IBC, the jurisdiction of this Adjudicating Authority is summary in nature. The enquiry is limited to determining whether the applicant qualifies as an Operational

Creditor, whether an operational debt is due and payable and has remained unpaid, and whether there exists any genuine pre-existing dispute between the parties. The Hon'ble Supreme Court in ***Mobilox Innovations Pvt. Ltd. v. Kirusa Software Pvt. Ltd.*** [Civil Appeal No. 9405 of 2017] observed the following:

> *"40. …Therefore, all that the adjudicating authority is to see at this stage is whether there is a plausible contention which requires further investigation and that the "dispute" is not a patently feeble legal argument or an assertion of fact unsupported by evidence. It is important to separate the grain from the chaff and to reject a spurious defence which is mere bluster. However, in doing so, the Court does not need to be satisfied that the defence is likely to succeed. The Court does not at this stage examine the merits of the dispute except to the extent indicated above. So long as a dispute truly exists in fact and is not spurious, hypothetical or illusory, the adjudicating authority has to reject the application."*

10.3 In the present matter, the Applicant has demonstrated through the MSA, invoices raised from December 2022 to September 2024, and records of payments made from time to time, that services were indeed rendered to the CD in relation to EV charging infrastructure and support. The MSA, though not bearing a handwritten execution date, is binding as it was acted upon by both parties. The outstanding amount as on 19.09.2024 (last unpaid invoice) stands at Rs.1,91,31,385.54/-, which includes service

charges, GST, and contractual interest. The statutory definition of "operational debt" under Section 5(21) of the IBC includes a "claim in respect of provision of goods or services." The Applicant's invoices fall squarely within this definition, as they pertain to services rendered under the MSA. The Applicant, therefore, qualifies as an Operational Creditor under Section 5(20) of the IBC.

10.4 The records also contain email communications dated 20.07.2024, 26.07.2024, 30.08.2024, and 06.11.2024, wherein the CD not only acknowledged its liability but also proposed payment schedules and sought time to discharge the dues. Such acknowledgments of liability, including electronic communications, amount to valid acknowledgments under Section 18 of the Limitation Act. This Application is filed within the period of three years from the first date of default, and therefore, the operational debt is within limitation.

10.5 The occurrence of default is equally clear. Default is defined under Section 3(12) of the IBC as non-payment of debt when due and payable. The Applicant issued a Legal Notice dated 14.10.2024, followed by a statutory Demand Notice under Form 3 and 4 on 20.12.2024, which was duly received by the CD on 26.12.2024. Despite the expiry of the statutory period of 15 days from the date of the Legal Notice dated 14.10.2024, *vide* which the demand was raised on the CD, the CD did not liquidate its outstanding liability. The default therefore crystallised after 29.10.2024, and the claim is well within limitation.

10.6 The defence of the CD rests on the plea of disputes regarding the imposition of MUG charges, inflated electricity bills, billing for non-functional chargers,

and non-compliance with regulatory norms. It has also sought to rely on the invocation of arbitration by notice dated 20.02.2025 and the pendency of a Section 11 petition before the Hon'ble High Court of Bombay. However, the correspondence on record reveals that until as late as November 2024, the CD was acknowledging its liability, negotiating payment schedules, and even making part-payments. While stray emails of March, June, and November 2024 raise operational concerns, these were vague and not supported by any contemporaneous material. The conduct of the CD in simultaneously acknowledging liability and making part-payments while raising belated grievances dilutes the credibility of its defence. The so-called disputes, therefore, do not satisfy the *Mobilox (supra)* test of a real and *bona fide* dispute existing prior to issuance of the demand notice and appear to be moonshine.

10.7 The invocation of arbitration subsequent to receipt of the Demand Notice cannot by itself amount to a "pre-existing dispute." The Hon'ble Supreme Court in ***Indus Biotech Pvt. Ltd. v. Kotak India Venture Fund*** [(2021) 6 SCC 436], held that the pendency of arbitration proceedings does not oust the jurisdiction of the Adjudicating Authority where debt and default are otherwise established. Similarly, post-facto invocation of arbitration is not a valid defence to Section 9 proceedings. In the present case, the arbitration notice is dated February 2025, much after the issuance of the demand notice in December 2024, and is therefore a clear afterthought.

10.8 The Applicant has attached an email dated 20.08.2024 from the CD on page no. 235 of the Application, where the CD had proposed the prepaid model

to resolve the pending matters between the parties. Points no. 9, 10 of the said email are reproduced below:

> *"9. In order to move ahead in this regard, Cab-e will pay Rs.25 lakhs against the dues within the next 7 working days UPON THE CONFIRMATION IN WRITING of shifting to a PREPAID MODEL*
>
> *10. The balance outstanding amount will be paid in 10 monthly EMI's of Rs.10 lakhs each."*

10.9 The CD has also sought to argue that IBC proceedings are being misused as a recovery tool. While it is true, as held in ***Swiss Ribbons Pvt. Ltd. v. Union of India*** [(2019) 4 SCC 17], that the IBC is not a debt recovery mechanism, it is equally settled that where the existence of debt and default is established and the defence is illusory, insolvency proceedings cannot be resisted on this ground. In the present matter, the Applicant has established operational debt and default, and the plea of disputes does not meet the statutory threshold.

10.10 This is a clear admission on the CD's part for an outstanding amount of exceeding Rs.1 Crore. Further, upon perusal of the CD's ledger maintained by the Applicant on page no. 121 of the Application, we can see that no payments were made by the CD after 20.08.2024, i.e., the day it admitted certain outstanding amounts through email. Thus, we are of the view that the entire defence of the CD herein appears to be moonshine.

10.11 In view of the above discussion, it is evident that the Applicant is an Operational Creditor within the meaning of the IBC, that there exists a legally

enforceable operational debt, that the CD has committed default in payment of such debt despite a statutory Demand Notice, the amount of default is more than the threshold of Rs. 1 Crore, and that the alleged disputes raised are neither *bona fide* nor pre-existing but are illusory and afterthoughts. The Application is also filed within the limitation period. Accordingly, all statutory requirements under Section 9 of the IBC are fulfilled.

10.12 The Applicant has also proposed the name of an IRP, Mr. Manish Lalji Dawda, and as per the Form 2 attached along with the Application, no disciplinary proceedings are going on against him. Further, this Application is complete as all the required documents have been attached along with the Application. Accordingly, the present Application deserves to be admitted under Section 9 of the IBC, 2016.

10.13 We make it clear that at this stage we have not crystallised the amount as claimed in this Application; the same is left to be collated by the IRP.

ORDER

In view of the aforesaid findings, this Application being C.P. (IB) 478/MB/2025 filed under Section 9 of IBC, 2016 by Tata Power EV Charging Solutions Limited, the OC, for initiating CIRP in respect of Cab-Eez Infra Tech Limited, the CD, is **admitted.**

We further declare a moratorium under Section 14 of IBC, 2016 with consequential directions as mentioned below:

I. We prohibit:

a) the institution of suits or continuation of pending suits or proceedings against the CD including the execution of any judgment, decree, or order in any court of law, tribunal, arbitration panel, or other authority;

b) transferring, encumbering, alienating, or disposing of by the CD any of its assets or any legal right or beneficial interest therein;

c) any action to foreclose, recover, or enforce any security interest created by the CD in respect of its property, including any action under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002, and;

d) the recovery of any property by an owner or lessor where such property is occupied by or in possession of the CD.

II. That the supply of essential goods or services to the CD, if continuing, shall not be terminated or suspended or interrupted during the moratorium period.

III. That the order of moratorium shall have effect from the date of this order till the completion of the CIRP or until this Tribunal approves the resolution plan under Section 31(1) of the IBC or passes an order for the liquidation of the CD under Section 33 thereof, as the case may be.

IV. That the public announcement of the CIRP shall be made in immediately as specified under Section 13 of the IBC read with Regulation 6 of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016.

V. That this Bench hereby appoints **Mr. Manish Lalji Dawda**, having Registration No. as **IBBI/IPA-001/IP-P-02506/2021-2022/13797** and **e-mail ID** **ip.dawdamanish@gmail.com**, having valid Authorisation for

Assignment up to 30.06.2026, from the panel of as provided by the IBBI, as the IRP in this matter.

VI. That the fee payable to IRP/RP shall be in accordance with such Regulations/Circulars/ Directions as may be issued by the IBBI.

VII. That during the CIRP Period, the management of the CD shall vest in the IRP or, as the case may be, the RP in terms of Section 17 or Section 25, as the case may be, of the IBC. The officers and managers of the CD are directed to provide effective assistance to the IRP as and when he takes charge of the assets and management of the CD. Coercive steps will follow against them under the provisions of the IBC read with Rule 11 of the NCLT Rules, 2016 for any violation of the law.

VIII. That the IRP/IP shall submit to this Tribunal periodical reports with regard to the progress of the CIRP in respect of the CD.

IX. In exercise of the powers under Rule 11 of the NCLT Rules, 2016, the OC is directed to deposit a sum of Rs.3,00,000/- (Three Lakh Rupees) with the IRP to meet the initial CIRP cost arising out of issuing public notice and inviting claims, etc. The amount so deposited shall be interim finance and paid back to the OC on priority upon the funds becoming available with IRP/RP from the Committee of Creditors (CoC). The expenses incurred by IRP out of this fund are subject to approval by the CoC.

X. A copy of this Order be sent to the Registrar of Companies, Maharashtra, Mumbai for updating the Master Data of the Corporate Debtor.

XI. A copy of the Order shall also be forwarded to the IBBI for record and dissemination on their website.

XII. The Registry is directed to immediately communicate this Order to the OC, the CD and the IRP by way of Speed Post, e-mail and WhatsApp.

XIII. **Compliance report of the order by Designated Registrar is to be submitted today.**

Sd/-
SAMEER KAKAR
MEMBER (TECHNICAL)

Sd/-
NILESH SHARMA
MEMBER (JUDICIAL)

//AS//