



**NATIONAL COMPANY LAW TRIBUNAL
CHANDIGARH BENCH (COURT-II), CHANDIGARH**

CP (IB) No.66/Chd/Hry/2025

(An Application under Section 7 of the Insolvency and Bankruptcy Code, 2016)

IN THE MATTER OF:

CANARA BANK

having its Registered office at:

112, J.C. Road, Bangalore.

Branch Office at:

Large Corporate Branch, 14th Floor,
E- Wing, Maker Towers, Cuffe Parade,
Mumbai (Maharashtra) - 400005.

Branch Office at:

Stressed Asset Management Branch,
Circle Office Building, 8th Floor,
'B' Wing, C-14, G-Block,
Bandra Kurla Complex, Bandra East,
Mumbai - 400051.

.... Applicant/ Financial Creditor

Versus

**SUPREME AHMEDNAGAR KARMALA
TEMBHURNI TOLLWAYS PRIVATE LIMITED,**

having its registered office at

510, 5th Floor, ABW Tower, IFFCO Chowk,
MG Road, Gurgaon, Haryana, India - 122002.

CIN: U45203HR2010PTC045531

....Respondent/ Corporate Debtor

Order delivered on: 19.03.2026

**Coram: KHETRABASI BISWAL, MEMBER (JUDICIAL)
KAUSHALENDRA KUMAR SINGH, MEMBER (TECHNICAL)**



Present:

For the Applicant : Mr. Yash Dhruva, Advocate

For the Respondent : Mr. Rohan Aggarwal, Advocate

ORDER

1. The present Application was filed on 26.11.2024 by **Canara Bank**, (hereinafter referred to as “Applicant”/ “Financial Creditor”) through its authorized representative Mr. Gaurav Pareek, under Section 7 of the Insolvency and Bankruptcy Code, 2016 (hereinafter referred to as “Code”) for initiation of Corporate Insolvency Resolution Process (“CIRP”) against **Supreme Ahmednagar Karmala Tembhorni Tollways Private Limited** (hereinafter referred to as “Respondent”/“Corporate Debtor”), for the **default amount** of **INR 283,95,36,232.68/-** (Rupees Two Hundred Eighty Three Crore Ninety Five Lacs Thirty Six Thousand Two Hundred Thirty Two and Sixty Eight Paise Only) as on **31.10.2024**. The date of default, as mentioned in Part IV of the Application, is 31.12.2015.

FACTS AND SUBMISSIONS OF THE APPLICANT:

2. Brief averments of the case as stated in the Application by Applicant/Financial Creditor and presented/argued by its Counsel are summarised hereunder:

- (i) The Corporate Debtor, Supreme Ahmednagar Karmala Tembhorni Tollways Private Limited, is a privately held company incorporated on 29.11.2010, under the provisions of the Companies Act.



(ii) The Corporate Debtor approached certain banks, i.e., Punjab National Bank, Indian Bank, the applicant Financial Creditor, Bank of India, India Infrastructure Finance Company Ltd. (Consortium of lenders) in October, 2011, for the credit facility to the tune of INR 405 crores in view of the grant of BOT Project to the Corporate Debtor by Public Works Department (PWD), Solapur vide Concession Agreement dated 22.12.2011. Based on the requests and representations of the Corporate Debtor, the consortium of lenders including the Financial Creditor, sanctioned a credit facility aggregating to the tune of INR 405 crores (“Total Facility”)

(iii) By Common Loan Agreement dated 22.12.2011, the Corporate Debtor availed of a loan from the consortium of lenders including the applicant Financial Creditor, on the terms and conditions as detailed therein. The total commitment was INR 405 crores, out of which the Financial Creditor sanctioned an amount of INR 100 crores (“said Facility 1”). The repayment schedule of the principal amounts is to be made at the end of each quarter as set out in the agreement. Interest is to be paid on the last day of each month i.e. on the “Interest Payment Date”. A copy of the Common Loan Agreement is annexed as Exhibit – E to the Petition.

(iv) By Cost Overrun Sanction Letter dated 30.09.2015 [annexed as Exhibit – O to the Petition], the applicant Financial Creditor granted an additional term loan of INR 10.70 crores (“said Facility 2”) to meet cost overrun.



(v) Thereafter, defaults were committed by the Corporate Debtor in the interest payments from **31.12.2015** onwards, which is the **date of default**. The account of the Corporate Debtor was declared NPA on 31.03.2016. The defaults are evident from the Statement of Accounts for Facility 1 and Facility 2 [annexed as Exhibit – GG to the Petition].

(vi) By Letter dated 4.12.2019 [annexed as Exhibit – AA to the Petition] addressed by the applicant Financial Creditor to the Corporate Debtor, the applicant Financial Creditor recorded the defaults on the part of the Corporate Debtor in respect of Facility 1 and Facility 2 and recalled the amounts and called upon the Corporate Debtor to clear the entire outstanding liability with interest and other charges within a period of 10 days from the date of the letter.

(vii) By Legal Notice dated 16.02.2021 [annexed as Exhibit – BB to the Petition] addressed by the advocates for the applicant Financial Creditor and other consortium banks to the Corporate Debtor, the applicant Financial Creditor recorded the defaults on the part of the Corporate Debtor and called upon the Corporate Debtor to make payment of the outstanding amounts within a period of 3 days from the date of the notice.

(viii) Thereafter, the Corporate Debtor executed Revival Letter dated 12.04.2021 for the purpose of limitation wherein the Corporate Debtor acknowledged the liability towards the consortium of lenders including Financial Creditor. A copy of the Revival Letter is annexed as Exhibit CC. Pertinently, the Corporate Debtor has continuously acknowledged the debt in its balance sheets over the years. A copy of the Balance



Sheets of the year ending 31.03.2019, 31.03.2020, 31.03.2021 and 31.03.2022 are annexed as Exhibit-DD to the Petition. Hence, the application is within the limitation as per the Limitation Act, 1963, and is well within the prescribed period.

(ix) The NeSL Report for Facility 1 is “Authenticated”, showing the date of default as March 28, 2016. The NeSL Report for Facility 2 is “Authenticated”, showing the date of default as December 31, 2015. A copy of the NeSL Report is annexed as Exhibit – FF to the Petition.

(x) In view of the Corporate Debtor’s default exceeding Rs. 1 crore, the matter squarely falls within the ambit of Part II of the Insolvency and Bankruptcy Code, 2016, warranting initiation of the Corporate Insolvency Resolution Process.

3. The Applicant further averted that the instant Application has been duly filed under the extant provisions of the Code and also suggested the name of an eligible IRP as per law, who has duly filed a suitable declaration furnishing necessary details. Therefore, the Learned Counsel has urged the Tribunal to initiate CIRP with appropriate directions, as prayed for.

SUBMISSIONS BY THE RESPONDENTS

4. The Application has been opposed by the Corporate Debtor by filing a Reply dated 02.08.2025, and as further argued by their counsel, Mr. Rohan Aggarwal. The defense as taken in the reply and also argued by their counsel are briefly summarised as under:-

(i) The Corporate Debtor submits that it is a Special Purpose Vehicle (SPV) specifically incorporated for the execution of the Four laning of Ahmednagar-Karmala-Tembhurni Road S.H.141 (hereinafter referred to



as the said Project). The project was awarded by Public Works Department (PWD), Government of Maharashtra, under a Concession Agreement on a Build, Operate, and Transfer (BOT) basis.

(ii) The Corporate Debtor negotiated with various banks for getting a loan to fund the work in respect of the Project Highway, and finally was successful in availing loan facility from the consortium of banks led by Punjab National Bank (PNB) of Rs.405 crores for the Project. Accordingly, a Common Loan Agreement was executed on 22.12.2011. Thereafter, as per the said Concession Agreement, a Tripartite Substitution Agreement was also executed on the same date being 22.12.2011 among the PNB, the Corporate Debtor, and the PWD.

(iii) The Corporate Debtor further submits that it mobilized substantial resources and completed 40.75 kms of project road. Thereafter, the Project Highway was declared as National Highway No. 516/A vide Government Notification No. SO.6017(E) dated 22.12.2022. This was followed by a "No Objection" letter issued by the PWD to NHAI on 24.12.2021. It is contended that such actions were unilateral, contrary to the Concession and Substitution Agreements, and taken unilaterally, with no compensation or continuity arrangements made with the Corporate Debtor. It resulted in cessation of all work, suspension of toll or annuity-based revenue realization and complete disruption of the sole repayment capability of the Corporate Debtor. In response, the Corporate Debtor and the lead lender PNB initiated arbitration proceedings to challenge the unilateral and unlawful termination of the Concession Agreement. The learned Arbitrator



dismissed the interim relief applications under Section 17 of the Arbitration and Conciliation Act without fully considering the legal and contractual issues, and this dismissal is now under challenge before the Hon'ble Bombay High Court.

(iv) It is submitted that the Corporate Debtor invoked arbitration in terms of the dispute resolution mechanism under the Concession Agreement and has raised claims amounting to Rs. 2,254.24 crores. PNB has filed counterclaims of Rs. 108.32 crores as debt due. The arbitration proceedings on the claims and counterclaims is presently at the evidence stage. As a result, the Corporate Debtor holds a substantial legal claim, its sole source of income is contingent upon the pending outcome, and, owing to its SPV structure, it has no alternative means of recovery or cash flow generation.

(v) Further, the Corporate Debtor submits that the consortium of lenders voluntarily initiated substitution of Corporate Debtor with Kalyan Toll Infrastructure Limited (KTIL) as the new concessionaire, which was expressly approved by the PWD, Government of Maharashtra, vide letter dated 09.10.2020 (annexed as Exhibit-A to the Reply). It is contended that such substitution amounts to a complete novation and transfer of the debt and related liabilities to KTIL, and consequently, the Financial Creditor and consortium members have no subsisting claim against the Corporate Debtor.

(vi) In relation to the limitation period, the Corporate Debtor asserts that the pleaded date of alleged default is 31.12.2015 whereas it is the Applicant's own case that the last revival letter was issued to the



Corporate Debtor on 12.04.2021. Further, the balance sheets on which the Applicant had relied upon do not in any manner constitute an acknowledgment of debt and therefore no extension of period of limitation is available to the Applicant. It also submits that Applicant has failed to either plead the extension and/or exclusion of time to prove that the present Application is filed within limitation. The Corporate Debtor relied on judgment of the Supreme Court in **Babulal Vardharji Gurjar v. Veer Gurjar Aluminium Industries (P) Ltd.** [(2020) 15 SCC 1] wherein it was held that the question of limitation is essentially a mixed question of law and facts and when a party seeks application of any particular provision for extension or enlargement of the period of limitation, the relevant facts are required to be pleaded and requisite evidence is required to be adduced.

(vii) The Corporate Debtor contends that the present application lacks proof of the alleged debt and default in the prescribed manner as detailed in the Application to Adjudicating Authority Rules, and in the absence of evidence demonstrating sanction, disbursement, and default, the Application under Section 7 of the Code is liable to be dismissed.

(viii) The Corporate Debtor submits that once an account is classified as a Non-Performing Asset (NPA), interest cannot be levied thereon. Reliance is placed on the Reserve Bank of India's Master Circular dated 1.08.2015 on Prudential Norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances, which prohibits charging of interest after NPA classification. Despite having classified



the Corporate Debtor's account as NPA on 31.03.2016, the Applicant continued to levy interest, including interest on interest, which is impermissible in law.

(ix) The Corporate Debtor alleges that the present Application has been filed with fraudulent and malicious intent to initiate CIRP, attracting liability under Section 65 of the Insolvency and Bankruptcy Code.

5. The Applicant filed Rejoinder dated 05.09.2025 which is briefly summarised as under:-

(i) The Applicant submits that at no point in time has the Corporate Debtor ever denied/disputed the clear debt and default on the part of the Corporate Debtor in the due repayment of the said Loans to the Applicant. The Respondent has issued One-Time Settlement (OTS) letter dated 08.08.2023 admitted the outstanding debt and default and sought one time settlement via substitution of the said project to Swan Desilting Private Ltd. ("SDPL"), which is annexed as Exhibit – A to the Rejoinder.

(ii) By the Reply, the Corporate Debtor incorrectly seeks to contend that there is no proof of disbursement of alleged debt and/or default in repayment thereof on the part of the Corporate Debtor. The Applicant has annexed all the relevant transaction documents to the Application on record including the statement of accounts along with the Bankers Book Certificate showing disbursement and default.

(iii) The Applicant states that the lenders were initially open to discuss terms for the substitution of the Corporate Debtor with Kalyan



Toll Infrastructure Limited (KTIL). Negotiations took place between the parties and various meetings were conducted between the representatives of KTIL and the lenders. However, no result was achieved. Whilst negotiations were ongoing, the Corporate Debtor itself approached the Hon'ble District Court of Solapur and the Hon'ble Bombay High Court. By an order dated 30.06.2021 passed by the Hon'ble Bombay High Court, the parties were inter alia restrained by an order and injunction from executing the new substitution agreement, whereby the Corporate Debtor would be replaced by KTIL. Hence, it is submitted that the substitution of the Corporate Debtor with KTIL never took place. All these facts have been duly recorded in the letter dated 08.01.2024 addressed by the lenders to PWD and the Joint Lenders Meeting (JLM) minutes thereto, which is annexed as Exhibit -C to the Rejoinder.

(iv) The Applicant states that RBI's Master Circular on Prudential Norms on Income Recognition, Asset Classification, and Provisioning pertaining to Advances dated 01.08.2015 was issued to get proper accounting of the profit and loss of the Banks which doesn't give benefit to the corporate debtor to raise the objection as to the charging of interest once an account has been classified as a Non-Performing Asset (NPA) as RBI has nowhere mentioned about any waiver of interest. Further, the Applicant states that even otherwise excluding the interest component, principal outstanding payable by the Corporate Debtor solely is much above the threshold limit of INR 1 crore for filing the present Application.



(v) It is submitted that the Corporate Debtor themselves have admitted to have availed loan from the consortium lenders and that due to delay there was disruption in the project granted by PWD and that the said project was declared as National Highway followed by No objection letter issued by PWD to NHAI for which the Arbitration was invoked. The Applicant states that it is not a party to the said Arbitration and not concerned with the same.

(vi) It is also submitted that no Arbitral Award has been passed yet nor any interim reliefs are granted by the Learned Arbitrator and further, litigation of the said arbitration is pending before the Hon'ble Bombay High Court. Hence, there is no visibility on the Corporate Debtor ever receiving any amounts. Moreover, it is submitted that the claim of the Applicant in the present Application is INR 283.95 crores as on 31.10.2024 along with further till date uncharged interest and the Arbitration petition filed for the sum of INR 2254.24 crores has just been claimed not awarded to the Corporate Debtor by any Arbitral Award by any competent authority or court; and therefore, in view of the admitted debt over INR 1 crore due and payable to the Petitioner and default as stated herein above, the present Company Petition ought to be admitted.

(vii) The Applicant further submits that the Corporate Debtor is not a financially healthy or stable company since, admittedly, it has no revenue stream and/or source of income other than the toll/ annuity-based income under the Concession Agreement, and hence, the



Corporate Debtor is not in any position to make payment of the outstanding amounts due and payable to the Petitioner.

(viii) Applicant provided that after the default committed by the Corporate Debtor, it has continuously acknowledged the debt due and payable to the Applicant through revival letter dated 12.04.2021 and further, in the balance sheets of the Corporate Debtor for the years ending 31.03.2017, 31.03.2018, 31.03.2019; 31.03.2020; 31.03.2021 and 31.03.2022. It is submitted that the revival letter signed by director/ promoters of the Corporate Debtor and the acknowledgments in the balance sheets constitute an acknowledgement of liability, thus extending the period of limitation. A copy of the Balance Sheets for the years ending 31.03.2017 and 31.03.2018 is annexed as Exhibit - B to the Rejoinder. The Rest of the Balance Sheets are already filed in the Application.

6. It is noted that the short written submission was filed by the applicant Financial Creditor on 13.01.2026, and the Corporate Debtor filed its written submission on 17.01.2026. In his written submission, the applicant Financial Creditor has placed reliance on the judgments of the Hon'ble Supreme Court in **Suresh Kumar Reddy vs. Canara Bank and Ors., 2023 SCC OnLine SC 608**, and **Vidyasagar Prasad vs. UCO Bank and Anr., Civil Appeal No. 1031 of 2022, pronounced on October 22, 2024**, in support of its contentions.

ISSUES:

7. We have considered the submissions made by the learned counsels of Applicant/Financial Creditor as well as the Respondent/Corporate Debtor



and have gone through the material available on record carefully, along with the extant provisions of the Code and the settled position of law on the subject issue. In view of the submissions and material placed on record, the following issues arise for consideration:

- (A) Whether the present Application has been filed within the prescribed period of limitation?
- (B) Whether there is existence of debt and default?
- (C) Whether there exists a valid and concluded substitution of the Corporate Debtor with Kalyan Toll Infrastructure Limited (“KTIL”)?
- (D) Whether the interest can be charged after classification of the account as a Non-Performing Asset (NPA)?

OBSERVATIONS AND ANALYSIS:

(A) Whether the present Application has been filed within limitation?

8. From the record, it is evident that the date of default is 31.12.2015, when the Corporate Debtor first committed default in payment of interest, and the present Application has been filed on 27.11.2024. No doubt, the date of default is meant for the calculation of period of limitation of 3 years, but in the case in hand, the Corporate Debtor has, from time to time, duly acknowledged the subsisting liability, inter alia, by executing a Revival Letter dated April 12, 2021 and by reflecting the outstanding debt in its Balance Sheets for the financial years ending 31.03.2017, 31.03.2018 31.03.2019, 31.03.2020, 31.03.2021 and 31.03.2022, read along with the respective Auditors’ Reports. The Hon’ble Supreme Court in ***Vidyasagar Prasad vs. UCO Bank and Anr., Civil Appeal No. 1031 of 2022***, pronounced on October 22, 2024, has categorically held that an entry made in the balance



sheet, coupled with the auditor's note of the Corporate Debtor, amounts to an acknowledgment of debt in law. Since, the acknowledgment is within 3 years, as per Section 18 of the Limitation Act of 1963, a fresh period of limitation shall be computed from the time when the acknowledgment was signed. Each of the aforesaid acknowledgments, therefore, extends the period of limitation. Accordingly, the present Application, filed on 27.11.2024, is well within limitation.

(B) Whether there is existence of debt and default?

9. The Corporate Debtor has contended that there is no proof of disbursement of the alleged debt and/or any default in repayment on the part of the Respondent. On the perusal of the documents as placed before us such as Common Loan Agreement dated 22.12.2011, Sanction Letter dated 30.09.2015 and Copy of statement of accounts for Facility 1 and Facility 2, it is established that there was disbursal of loan amount by the Financial Creditor in favor of Corporate Debtor. Further, the Corporate Debtor has nowhere denied the existence of the debt in its averments. Therefore, one essential ingredient with respect to Section 7, that there has been a "debt", stands substantiated. Furthermore, as per the record of default as maintained by the Information Utility NeSL, it is concluded that there exists a debt worth more than Rs. 1 Crore by the Corporate Debtor towards the Financial Creditor and the said Corporate Debtor has defaulted in the repayment of the said debt. Therefore, another major essential ingredient of Section 7, i.e., "default" with respect to the debt stand substantiated.

(C) Whether there exists a valid and concluded substitution of the Corporate Debtor with Kalyan Toll Infrastructure Limited ("KTIL")?



10. Upon consideration of the pleadings and documents placed on record, this Tribunal finds that no substitution agreement was ever executed between the concerned parties. While discussions appear to have taken place regarding the possibility of substitution, the material on record does not evidence a concluded contract effecting novation in terms of Section 62 of the Indian Contract Act, 1872. The letter dated 09.11.2020 issued by the Public Works Department merely indicates a proposal or contemplation of substitution and cannot, in the absence of a binding agreement executed by all necessary parties including the lenders, be construed as effecting transfer of liabilities.

11. It is also observed from the record that proceedings were initiated by the Corporate Debtor under Section 9 of the Arbitration and Conciliation Act, 1996 before the District Court, Solapur and under Section 37 before the Hon'ble Bombay High Court, pursuant to which interim orders were passed restraining execution of the proposed substitution agreement. In view of such judicial restraint and the subsequent withdrawal of KTIL's proposal, the substitution admittedly did not culminate in a concluded agreement.

12. The lenders' communication dated 08.01.2024 and the Joint Lenders' Meeting minutes further corroborate that no substitution was concluded. In the absence of a duly executed substitution agreement and express discharge by the lenders, this Tribunal finds no material to hold that the Corporate Debtor stood released from its obligations.

Accordingly, the contention of the Corporate Debtor that a valid and concluded substitution of the Corporate Debtor with Kalyan Toll Infrastructure Limited ("KTIL") had taken place, resulting in novation of the underlying contractual and financial obligations and, consequently, discharge



of the Corporate Debtor is unsustainable. The Corporate Debtor continues to remain liable for its contractual and financial obligations, and the defence premised on substitution is rejected.

(D) Whether the interest can be charged after classification of the account as a Non-Performing Asset (NPA)?

13. The Corporate Debtor has placed reliance upon the RBI Master Circular on Prudential Norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances dated 01.08.2015 to contend that once the account is classified as a Non-Performing Asset (NPA), interest cannot be charged and, therefore, the claim of the Financial Creditor is untenable. This Tribunal observes that the said RBI Circular primarily governs the manner in which banks and financial institutions are required to recognize income, classify assets, and make provisioning in their books of account. The object of the Circular is regulatory and accounting in nature, ensuring proper financial discipline and transparency in banking operations. It does not, in any manner, provide for waiver or extinguishment of contractual interest payable by a borrower under the loan documents. Accordingly, the contention based on the RBI Master Circular is found to be devoid of merit.

14. The Corporate Debtor relies upon pending arbitration claims of INR 2,254.24 crores to contend that it has a substantial receivable and that its financial position is contingent upon the outcome thereof. However, no arbitral award has been passed in its favour, nor has any interim relief directing payment been granted. The claims remain unadjudicated and contingent. Mere pendency of arbitration does not constitute a realizable asset or extinguish an admitted financial liability. In contrast, the Financial



Creditor has established a debt of ₹ 283.95 crores as on 31.10.2024, well above the statutory threshold, and default stands proved. Accordingly, the pending arbitration proceedings do not furnish a valid ground to defer or reject admission of the present application.

15. The Corporate Debtor contends that the expression “may” in Section 7(5)(a) of the Code grants discretion to this Adjudicating Authority to reject the application even if debt and default are established, and argues that initiating CIRP would disrupt its operations rather than enable revival. Reliance is placed on ***Vidarbha Industries Power Ltd. vs. Axis Bank Ltd.*** [(2022) 8 SCC 352] to support this claim. This Tribunal notes that *Vidarbha Industries* case was decided in the peculiar facts of that case and, as clarified by the Hon’ble Supreme Court in *Suresh Kumar Reddy vs. Canara Bank and Ors.* [2023 SCC OnLine SC 608], it is an exception and does not override the binding precedents in ***Innoventive Industries Limited vs. ICICI Bank*** [(2018) 1 SCC 407] and ***E.S. Krishnamurthy vs. Bharat Hi-Tech Builders Private Limited*** [(2022) 3 SCC 161]. Once debt and default are established, the Adjudicating Authority has limited discretion, which cannot be invoked routinely. Accordingly, the submission of the Corporate Debtor does not provide a valid ground to defer or reject admission of the present application.

16. In view of the above, we are of the considered view that there exists financial debt which is payable and defaulted by the respondent. The debt is more than the threshold limit of Rs. 1 crore as per Section 4 of the IBC. This application is filed within limitation and is defect-free; and as such it is a fit case to be admitted under section 7 of the Code.



17. In the above circumstance, in exercise of the powers conferred under the provisions of Section 7 of the Code, we admit the Application bearing **CP (IB) No.66/CHD/HRY/2025** for initiating CIRP against Corporate Debtor **Supreme Ahmednagar Karmala Tembhurni Tollways Private Limited** with the following consequential directions:

(i) The moratorium under Section 14 of the Insolvency and Bankruptcy Code, 2016 is declared for prohibiting all of the following in terms of Section 14(1) of the Insolvency and Bankruptcy Code, 2016.

(a) 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;

(b) transferring, encumbering, alienating, or disposing of by the Corporate Debtor, 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 Corporate Debtor in respect of its property, including any action under the Securitisation and Reconstruction of Financial Assets and the Enforcement of Security Interest Act, 2002;

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

(e) The Order of moratorium shall have effect from the date of this Order till the completion of the Corporate Insolvency



Resolution Process or until this Adjudicating Authority approves the Resolution Plan under sub-section (1) of Section 31 of the Code or passes an order for the liquidation of the Corporate Debtor Company under Section 33 of the Code, as the case may be.

(ii) We appoint Mr. Rajesh Jhunjhunwala, having Registration Number IBBI/IPA-003/IP-N00457-C01/2017-2018/11102, having an address at A51, Aashit Chs, Azad Road, H B Gawde Marg, Stanburg Estate, Juhu Koliwada, Mumbai-400049, email id - Jhunjhunwala.rajesh@gmail.com [proposed IP], to act as an IRP under Section 13(1)(c) of the Insolvency and Bankruptcy Code, 2016. He shall conduct the Corporate Insolvency Resolution Process as per the provisions of the Insolvency and Bankruptcy Code, 2016, read with Regulations made thereunder. The IRP shall make a public announcement of the initiation of the Corporate Insolvency Resolution Process and call for submission of claims under Section 15 as required by Section 13(1) (b) of the Insolvency and Bankruptcy Code, 2016.

(iii) 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. The Corporate Debtor is to provide effective assistance to the IRP as and when it takes charge of the assets and management of the Corporate Debtor.

(iv) The IRP shall perform all its functions as contemplated, inter alia, by sections 17, 18, 20 and 21 of the Insolvency and Bankruptcy Code, 2016. It is further made clear that all personnel connected with



Corporate Debtor, its Promoter, or any other person associated with the management of the Corporate Debtor are under a legal obligation under Section 19 of the Insolvency and Bankruptcy Code, 2016, to extend every assistance and co-operation to the IRP. Where any personnel of the Corporate Debtor, its Promoter, or any other person, is required to assist or co-operate with the IRP, do not assist or co-operate, the IRP is at liberty to make an appropriate Application to this Adjudicating Authority with a prayer for passing an appropriate Order.

(v) The IRP shall be under a duty to protect and preserve the value of the property of the 'Corporate Debtor Company' and manage the operations of the Corporate Debtor Company as a going concern as a part of the obligation imposed by Section 20 of the Insolvency and Bankruptcy Code, 2016.

(vi) The Applicant/Financial Creditor is directed to pay an advance of Rs. 4,00,000/- (Rupees four lakh only) to the IRP within two weeks from the date of receipt of this order, for smooth conduct of Corporate Insolvency Resolution Process, and IRP to file proof of receipt of such amount to the Adjudicating Authority along with First Progress Report. Subsequently, the IRP may raise further demands for Interim funds, which shall be provided as per the Rules.

(vii) The IRP shall also serve a copy of this Order to the various departments, such as Income Tax, GST, State Trade Tax, and Provident Fund etc those who are likely to have their claim against Corporate Debtor as well as to the trade unions/employees associations so that



they are timely informed about the initiation of CIRP against the Corporate Debtor.

(ix) The commencement of the Corporate Insolvency Resolution process shall be effective from the date of this Order.

18. The Registry is directed to communicate a copy of this Order immediately to both the Parties and also to IRP

19. As a result, the **CP (IB) No. 66/CHD/HRY/2025** stands allowed and disposed of.

Sd/-
Kaushalendra Kumar Singh
Member (Technical)
Inderjeet

Sd/-
Khetrabasi Biswal
Member (Judicial)