

IN THE NATIONAL COMPANY LAW TRIBUNAL
DIVISION BENCH, COURT – 1, AHMEDABAD

ITEM No.305
C.P.(IB)/63(AHM)2026

Under Section 9 IB Code, 2016

IN THE MATTER OF:

PM Copper Wire & Cables BHD
V/s
Relicab Cable Manufacturing Limited

.....Applicant

.....Respondent

Order delivered on: 17/04/2026

C O R A M:

MR. SHAMMI KHAN, HON'BLE MEMBER (J)
MR. SANJEEV SHARMA, HON'BLE MEMBER (T)

ORDER
(Hybrid Mode)

The case is fixed for pronouncement of order. The order is pronounced in the open court, vide separate sheet.

Sd/-

SANJEEV SHARMA
MEMBER (TECHNICAL)

—SD—

SHAMMI KHAN
MEMBER (JUDICIAL)

**BEFORE THE ADJUDICATING AUTHORITY
NATIONAL COMPANY LAW TRIBUNAL,
DIVISION BENCH, COURT-I, AHMEDABAD**

CP (IB) No. 63/AHM/2026

(Petition under Section 9 of the Insolvency and Bankruptcy Code, 2016 read with Rule 6 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016)

In the Matter of: RELICAB CABLE MANUFACTURING LIMITED

PM COPPER WIRE & CABLES SDN BHD

Having its office at – Third Floor No. 77,
79 & 81, Jalan SS21/60, Damansara Utama,
Petaling Jaya, Selangor – 47400, Malaysia

.... Applicant/ Operational Creditor

VERSUS

RELICAB CABLE MANUFACTURING LIMITED

Having its Registered Office at –
57/1, (4-B) Benslore Industrial Estate,
Dunetha, Daman – 396210 (U.T),
Daman, Daman and Diu, India, 392610.

.... Respondent/Corporate Debtor

Order Pronounced On: 17.04.2026

C O R A M :

SH. SHAMMI KHAN, HON'BLE MEMBER (JUDICIAL)

SH. SANJEEV SHARMA, HON'BLE MEMBER (TECHNICAL)

A P P E A R A N C E :

For the Applicant/OC : Ms. Tanaya Shah, Advocate

ORDER
(Per: Bench)

1. This Company Petition is filed on 09.02.2026 by the Applicant – PM Copper Wire & Cables SDN BHD (hereinafter referred to as ‘Operational Creditor’) against the Respondent - Relicab Cable Manufacturing Limited (hereinafter referred to as ‘Corporate Debtor’) under Section 9 of the IBC, 2016 read with Rule 6 of the IB (AAA) Rules, 2016 for initiation of CIRP, appointment of IRP and declaration of moratorium for default in payment of operational debt of Rs.1,12,43,715.46/- equivalent to USD 1,23,597.38.
2. On Perusal of **Part-I of Form-5** revealed that the Applicant - PM Copper Wire & Cables SDN BHD is having its registered address at – Third Floor No.77, 79 & 81, Jalan SS21/60, Damansara Utama, Petaling Jaya, Selangor – 47400, Malaysia. The Applicant’s Identification Number of the Company is 201301014701 (1044540-D).
3. On perusal of **Part-II of Form-5**, it is revealed that the Respondent – Relicab Cable Manufacturing Limited, bearing Identification Number L27201DD2009PLC004670, is a public limited company incorporated on 23.02.2009, having its

registered office at 57/1, (4-B) Benslore, Industrial Estate Dunetha, Daman – 396210 (U.T.), Daman, Daman and Diu, India, 392610, as evidenced by the Corporate Debtor's MCA Master Data annexed as **(Annexure-B)**. The Corporate Debtor's nominal share capital is Rs.10,10,00,000/-, and its paid-up share capital is Rs.10,09,46,620/-, as reflected in the said Master Data.

4. On Perusal of **Part-III of Form-5**, it is revealed that the Applicant has not proposed any name of IP or IPE for the appointment of IRP under Section 13(1)(c) of the IBC, 2016.
5. On perusal of **Part-IV of the Form-5** reveals that total operational debt as claimed by the Operational Creditor is Rs.1,12,43,715.46 equivalent to USD 1,23,597.38. The date of default is stated to be 03.11.2019.
6. On perusal of **Part-IV & Part-V of Form-5** reveals that the Operational Creditor has placed the facts through this Petition in the following manner:-
 - (i) The Operational Creditor is a company incorporated under the laws of Malaysia and is engaged inter alia in the business of manufacturing, trading, and supply of copper wires cables.

- (ii) The Corporate Debtor is a company incorporated under the provisions of the Companies Act, 1956 and engaged in the business of manufacturing and trading of electrical cables and copper wires.
- (iii) Pursuant to a Sales Contract bearing No. PMC/RCML/01/09/2019 dated 07 September 2019, the Operational Creditor agreed to supply 1.60 MM Annealed Copper Wire to the Corporate Debtor on CIF Nhava Sheva basis.
- (iv) In accordance with the said contract, the Operational Creditor supplied a total quantity of 24.384 Metric Tons of the aforesaid commodity at an agreed price of USD 6,100 per Metric Ton. Aggregating to a total contract value of USD 1,48,742.40.
- (v) The said supply was duly invoiced vide Invoice No. PMC/295-19/RCM dated 19 September, 2019 for a total sum of USD 1,48,742.40. The goods were shipped from Port Klang, Malaysia, to Nhava Sheva, India, through vessel NYK THESEUS Voyage No. 058W, under Bill of Lading dated 19 September, 2019.
- (vi) A copy of the Sales Contract/Order No. and corresponding Invoice and Way Bill/Bill of Lading are annexed herewith and marked as **Annexure-E (Colly)**.
- (vii) As per the agreed payment terms, the Corporate Debtor was required to make payment within 45 days from the date of the Bill of Lading.

- (viii) The goods were duly delivered at the port of discharge and were received and accepted by the Corporate Debtor without any protest or demur, and without raising any dispute whatsoever regarding the quality, quantity, price, condition, or delivery of the goods.
- (ix) Subsequent to the supply of goods and issuance of the invoice, the Corporate Debtor made a refundable security deposit of USD 20,000.00 on 04 October, 2019. Further, a price settlement credit of USD 5,145.02 was issued by the Operational Creditor on 23 October, 2019 as duly reflected in the statement of Account maintained by the Operational Creditor.
- (x) The aforesaid payment and credit adjustment were duly appropriated against the outstanding invoice. After giving effect to the said payment and adjustment, a sum of USD 123,597.38 remains due, payable, and outstanding from the Corporate Debtor to the Operational Creditor.
- (xi) In view of the continued default, the Operational Creditor issued a Demand Notice dated 20 January, 2026 under Section 8 of the Insolvency and Bankruptcy Code, 2016, calling upon the Corporate Debtor to pay the outstanding operational debt. The said Demand Notice was duly served upon the Corporate Debtor by email on the registered email id maintained with Registrar of Companies, as well as by speed post.

- (xii) A copy of the Demand Notice dated 20 January, 2026 issued under Section 8 of the Insolvency and Bankruptcy Code, 2016 is annexed herewith and marked as **Annexure-F**. A copy of the Demand Notice sent by email on 20 January, 2026 is annexed herewith and marked as **Annexure-G**, and a copy of the postal receipt dated 20 January, 2026 evidencing dispatch of the Demand Notice through speed post is annexed herewith and marked as **Annexure-H**.
- (xiii) The Corporate Debtor, vide its reply dated 28 January, 2026 has sought to raise objections alleging, inter alia, lack of authority, res judicata, and limitation, and has further alleged that the Operational Creditor has received payment from insurance in respect of the aforesaid transaction. The said reply does not disclose any pre-existing dispute within the meaning of Section 8(2) of the Insolvency and Bankruptcy Code, 2016, nor does it controvert the supply of goods, the issuance of the invoice, the admitted part payments, or the outstanding operational debt. The assertion regarding alleged receipt of insurance proceeds, itself acknowledges the existence of the underlying operational debt and the jural relationship between the parties and does not extinguish the Corporate Debtor's liability. The objections have been raised belatedly, only upon receipt of the Demand Notice, do not pertain to the underlying transaction including the quality, quantity, price, delivery, or invoicing of the goods, and are unsupported by any contemporaneous

material. In these circumstances, the objections raised by the Corporate Debtor do not constitute a pre-existing or genuine dispute within the meaning of Section 8(2) of the Insolvency and Bankruptcy Code, 2016. A copy of the reply dated 28 January, 2026 is annexed as **Annexure-I**.

- (xiv) Despite receipt of the Demand Notice and in the absence of any pre-existing or genuine dispute, the Corporate Debtor has failed and neglected to discharge the outstanding operational debt. The default has commenced on 03 November, 2019 and continues unabated and subsists as on date.
- (xv) The present application is within limitation in terms of Article 137 of the Limitation Act, 1963. The period commencing from 15th March, 2020 stands excluded pursuant to the order of the Hon'ble Supreme Court in *Suo Motu Writ (Civil) No. 3 of 2020*. Further, the period during which the earlier Section 9 application was bona fide prosecuted and remained pending till its dismissal on 12 June, 2023 is liable to be excluded under Section 14 of the Limitation Act, 1963. The computation of limitation is annexed as **Annexure-L**.
- (xvi) The Operational Creditor herein does not hold any security towards the unpaid value of invoice and does not reserve any title arrangement in respect of the goods to which the current operational debt relates.

- (xvii) The Operational Creditor had earlier filed an application under Section 9 of the Insolvency and Bankruptcy Code, 2016 being CP(IB)/129(AHM)2021 on 18th June, 2021, which came to be registered on 10th August, 2021. The said application was dismissed by this Tribunal vide order dated 12th June, 2023 solely on the ground that the operational debt, upon conversion at the then applicable exchange rate of INR 75.47 per USD, fell below the statutory threshold of INR 1 Crore.
- (xviii) It is submitted that the said dismissal was expressly recorded as a dismissal on the ground of maintainability alone. The Tribunal did not adjudicate upon the merits of the claim, the existence of the debt, limitation, or the presence or absence of any pre-existing dispute, and expressly preserved the right of the Operational Creditor to revive the petition depending upon the outcome of the proceedings in *Jumbo Paper Products v. Hansraj Agrofresh Pvt. Ltd.*
- (xix) The present application is therefore maintainable, the earlier defect having been cured, as the outstanding operational debt now exceeds the statutory threshold of INR 1 Crore upon application of the RBI Reference Rate prevailing as on 19th January, 2026. The copy of the order dated 12th June, 2023 is annexed as **Annexure-M**.

(xx) The Operational Creditor does not hold any succession certificate, probate of a will, letter of administration or a Court Decree under the Indian Succession Act, 1925 [The provisions of the Indian Succession Act, 1925 do not apply in the present case].

(xxi) The Operational debt has become due at the foot of running account and the same is not barred by any law including law of limitation.

Provisions of law applicable:

- (i) Indian Contract Act, and;
- (ii) Sale of Goods Act.

(xxii) The copy of the bank certificate annexed as **Annexure-N**.

7. The Applicant has filed compilation of judgments on 26.02.2026 vide Inward No. D 1875 which is as under:-

- i. *In the case of Karan Chand Thapar & Bros. (Coal Sales) Limited Vs. MMTC Limited*
- ii. *In the case of Forasol vs. Oil & Natural Gas Commission*
- iii. *In the case of Mosco International Commodities Private Limited Vs. SBEC Sugar Limited*
- iv. *In the case of Tramm AG vs. MMTC Limited*
- v. *In the case of DLF Limited & Anr. Vs. Koncar Generators & Motors Limited*

8. Upon perusal of the pleadings, documents placed on record, and submissions advanced, this Tribunal observes that the present petition has been filed by the Operational Creditor under Section 9 of the Insolvency and Bankruptcy Code, 2016 seeking initiation of Corporate Insolvency Resolution Process against the Corporate Debtor on account of an alleged operational debt arising out of an international sale transaction.
9. The Operational Creditor and the Corporate Debtor had entered a Sales Contract dated 07.09.2019 for supply of 1.60 MM Annealed Copper Wire on CIF Nhava Sheva basis. In furtherance thereof, goods aggregating to 24.384 metric tons were supplied and invoiced vide Invoice dated 19.09.2019 for a total value of USD 1,48,742.40, and the same were shipped from Port Klang, Malaysia to Nhava Sheva, India under a Bill of Lading of even date.
10. It is not in dispute that the goods were duly delivered and accepted by the Corporate Debtor without any contemporaneous objection. As per the agreed terms, payment was to be made within 45 days from the date of the Bill of Lading, and accordingly, the due date fell on

03.11.2019. The Corporate Debtor made a refundable security deposit of USD 20,000 on 04.10.2019 and a price settlement credit of USD 5,145.02 was issued on 23.10.2019. After giving effect to these adjustments, a sum of USD 1,23,597.38 remained due and payable, and the default is stated to have commenced on 03.11.2019 and continues thereafter.

11. The record further reflects that the Operational Creditor had earlier instituted a petition under Section 9 being C.P. (IB) 129(AHM)/2021, which came to be dismissed by this Adjudicating Authority on 12.06.2023 on the ground that the operational debt, upon conversion into Indian Rupees, did not meet the statutory threshold prescribed under Section 4 of the Code. Liberty was granted to revive the proceedings subject to the outcome of proceedings pending before the Hon'ble Supreme Court in Civil Appeal No. 7032/2021 ***Jumboo Paper products vs Hansraj Agrofresh Pvt Ltd.***

12. It is pertinent to note that although liberty was granted to the Operational Creditor to revive the proceedings; such liberty cannot be construed as permitting the Operational Creditor to overcome the statutory threshold by adopting a

subsequent exchange rate. The present petition must independently satisfy the jurisdictional requirement under Section 4 of the Code on the basis of the real and crystallized value of the debt.

- 13.** Thereafter, the present petition has been filed wherein the Operational Creditor has sought to recompute the value of the operational debt by applying the RBI Reference Rate as on 19.01.2026, thereby contending that the amount now exceeds ₹1 crore, i.e., Rs. 1,12,43,715.46. A Demand Notice dated 20.01.2026 was issued under Section 8 of the Code and a reply dated 28.01.2026 was received from the Corporate Debtor raising objections including limitation and maintainability.
- 14.** The principal issue that arises for consideration is whether, for the purpose of determining the statutory threshold under Section 4 of the Code, the conversion of foreign currency debt into Indian Rupees is to be reckoned with reference to the date of invoice, the date of default, or any subsequent date as adopted by the Operational Creditor.

15. In the considered view of this Tribunal, where the operational debt arises from invoices denominated in foreign currency, the conversion into Indian Rupees for the purpose of determining the statutory threshold under Section 4 of the Code is required to be undertaken on the basis of the exchange rate prevailing on the date of the invoice. The invoice constitutes the point at which the liability stands quantified and crystallized, and therefore reflects the true value of the transaction at the time when the debt is incurred.
16. The Hon'ble Supreme Court in ***Forasol v. ONGC 1984 (Supp) SCC 263*** has held that the date for conversion of foreign currency must be fixed with reference to a definite and legally justifiable point in time. In the facts of the present case, the date of invoice constitutes such a definite point, being the date on which the liability stood crystallized.
17. In the present case, it is an admitted position that the Operational Creditor raised Invoice dated 19.09.2019 for a sum of USD 1,48,742.40, and after adjustments, a sum of USD 1,23,597.38 remained due and payable. Accordingly, the relevant date for conversion of the said amount into

Indian Rupees is the date of invoice, i.e., 19.09.2019. Upon conversion of the outstanding operational debt of USD 1,23,597.38 at the exchange rate prevailing on the date of invoice i.e. 19.09.2019, the amount falls below the statutory threshold of ₹1 crore as prescribed under Section 4 of the Code. Accordingly, the present petition is not maintainable

18. The Hon'ble Supreme Court in ***Ramesh Kymal v. Siemens Gamesa Renewable Power Pvt. Ltd., (2021) 3 SCC 224*** has held that initiation of CIRP is contingent upon the existence of default of the minimum amount prescribed under Section 4 of the Code. The statutory threshold is thus a jurisdictional requirement which must exist at the relevant point in time

19. The contention of the Operational Creditor seeking to apply the RBI Reference Rate prevailing as on 19.01.2026 cannot be accepted. The Operational Creditor has sought to recomputed the value of the operational debt, arising from Invoice dated 19.09.2019, by adopting an exchange rate prevailing nearly seven years subsequent to the transaction, thereby artificially enhancing the rupee equivalent of the same debt to cross the statutory threshold prescribed under Section 4 of the Code. Such recomputation, founded solely on

subsequent currency fluctuations and not on the value of the transaction at the time when the liability was incurred, is impermissible in law and cannot be allowed to create jurisdiction where none existed at the relevant time.

- 20.** Permitting conversion based on a subsequent date, such as the date of filing of the present petition or issuance of the demand notice, particularly by applying the RBI Reference Rate as on 19.01.2026 to an invoice dated 19.09.2019, would render the determination of the statutory threshold under Section 4 of the Code uncertain and contingent. The maintainability of the petition would then depend not upon the value of the transaction at the time when the liability was incurred, but upon subsequent fluctuations in foreign exchange rates, which are external economic variables. Such an approach would defeat the object, certainty, and scheme of the Code.
- 21.** It is a settled position that Section 4 of the Code mandates that CIRP may be initiated only where the minimum amount of default is not less than Rs.1.00 Crore, and such requirement goes to the root of jurisdiction of this Adjudicating Authority. However, such determination cannot

be based on artificially enhanced figures arising from subsequent exchange rate fluctuations, and must reflect the true value of the debt at the time when the liability was incurred.

22. The reliance placed by the Operational Creditor on ***Mosco International Commodities Pvt. Ltd. v. SBEC Sugar Ltd.(2026) ibclaw.in 224 NCLAT*** is misplaced. In the said case, the Hon'ble NCLAT was concerned with a situation where part payment had been made prior to the filing of the petition, resulting in the admitted operational debt falling below the statutory threshold on the date of initiation of proceedings. The issue therein pertained to the effect of such part payment on the maintainability of the petition. The said judgment does not deal with the issue of determination of the relevant date for foreign exchange conversion for the purpose of Section 4 threshold, and is therefore not applicable to the present controversy.

23. In the present case, however, there is no issue of reduction of debt on account of part payment. The controversy relates to the determination of the appropriate date for conversion of foreign currency into Indian Rupees for the purpose of

ascertaining the value of operational debt, which issue did not arise for consideration in the aforesaid judgment.

- 24.** Further, while it is settled that the threshold is to be examined at the stage of filing of the petition, such determination cannot be based on an artificially enhanced figure derived from applying a subsequent exchange rate, which does not reflect the value of the transaction at the time when the liability was incurred. Accordingly, the said judgment is distinguishable on facts and does not advance the case of the Operational Creditor.
- 25.** The Operational Creditor has also relied upon various other judgments in support of its contentions. However, none of the said judgments deal with the specific issue of determination of the relevant date for conversion of foreign currency for the purpose of the statutory threshold under Section 4 of the Code. In view of the settled legal position discussed hereinabove, the said judgments are distinguishable and do not assist the case of the Operational Creditor.
- 26.** It is settled that while the statutory threshold under Section 4 of the Code is to be examined as on the date of filing of the

application, such determination must be based on the real and crystallized value of the debt at the time when the liability was incurred as well as crystallized and not on any artificial enhancement arising from subsequent events such as fluctuations in foreign exchange rates.

- 27.** Upon applying the exchange rate prevailing as on 19.09.2019 (being approximately in the range of ₹70–₹71 per USD), the converted value of the operational debt falls below the statutory threshold prescribed under Section 4 of the Code. This position also stands corroborated by the earlier order dated 12.06.2023, whereby the previous petition being CP(IB) 129 OF 2021 came to be dismissed on the ground that the converted value did not meet the threshold requirement.
- 28.** In view of the aforesaid, this Tribunal holds that the conversion of foreign currency into Indian Rupees for the purpose of determining the threshold under Section 4 must be undertaken with reference to the date of invoice, and not the date of default or any subsequent date.
- 29.** Applying the aforesaid principle to the facts of the present case, it is evident that the operational debt, upon such

conversion, does not meet the minimum threshold requirement prescribed under the Code. Consequently, the present petition is not maintainable

30. Accordingly, **CP (IB) No.63 of 2026** is not maintainable and is ***dismissed*** accordingly. No order to costs.

31. A certified copy of this order may be issued, if applied for, upon compliance with all requisite formalities.

Sd/-

SANJEEV SHARMA
MEMBER (TECHNICAL)

Aditi /LRA

-SD-

SHAMMI KHAN
MEMBER (JUDICIAL)