

**NATIONAL COMPANY LAW APPELLATE TRIBUNAL,  
PRINCIPAL BENCH, NEW DELHI**

**Company Appeal (AT) (Insolvency) No.349 of 2026**

[Arising out of Order dated 12.02.2026 passed by the Adjudicating Authority (National Company Law Tribunal), Ahmedabad Bench, Ahmedabad in I.A. No.1178(AHM)2025 in CP(IB) No.313(AHM)2025]

**In the matter of:**

**Sunil Surendrabhai Kakkad**

**...Appellant**

**Vs.**

**Samir Ganeshbhai Marathe & Anr.**

**...Respondents**

**For Appellant: Mr. Krishnendu Dutta, Sr. Advocate with Mr. Keith Varghese and Ms. Niharika Sharma, Advocates.**

**For Respondents: Mr. Ashish Verma and Mr. Nikhil Thakur, Advocates.**

**J U D G M E N T**

**(4<sup>th</sup> May, 2026)**

**Ashok Bhushan, J.**

This Appeal by a Bankrupt has been filed challenging the order dated 12.02.2026 passed by the Adjudicating Authority (National Company Law Tribunal) Court-2, Ahmedabad rejecting IA No.1178 of 2025 filed by the Appellant seeking direction to travel abroad from different dates in October, November, December 2025, January, February and March 2026. The Bankruptcy Trustee has filed reply to the application and opposed the prayer made by the Appellant. Adjudicating Authority heard the parties and by

impugned order dated 12.02.2026 rejected the application seeking permission to travel abroad, U.A.E. Aggrieved by the order, this Appeal has been filed.

2. Certain brief facts to be noticed for deciding the Appeal:-

2.1. Personal Insolvency proceedings against the Appellant were admitted on 29.04.2024. There have been various criminal proceedings pending against the Appellant. Appellant sought leave of Gujarat High Court to travel to U.A.E for business purpose on different dates in the year 2024 to February 2025. On 10.02.2025, a U.A.E based company namely— Hypermax General Trading Company LLC issued a Purchase Order dated 10.02.2025 in favour of the Appellant for implementation of ERP and IT systems. Appellant's case is that Appellant travelled to U.A.E during the periods March 2025 to August 2025 on the permission granted by Gujarat High Court. On 12.09.2025, the Adjudicating Authority passed an order declaring the Appellant bankrupt and issued a direction that Appellant is not permitted to travel abroad effective from 12.09.2025 without permission of the Tribunal. Appellant filed an IA No.1178 of 2025 seeking permission of the Adjudicating Authority to travel abroad for 15 days every month in October 2025, November 2025, December 2025, January 2026, February 2026 and March 2026. Appellant also filed a Company Appeal (AT) (Insolvency) No.118 of 2026 challenging the order rejecting pre-ponement application. Appeal was disposed of on 19.01.2026 observing that Adjudicating Authority to consider and dispose off the matter expeditiously. Adjudicating Authority by impugned order dated 12.02.2026 rejected the application. Aggrieved by the order rejecting the application, this Appeal has been filed.

3. We have heard Shri Krishnendu Dutta, Learned Senior Counsel for the Appellant and Shri Ashish Verma, Learned Counsel appearing for Bankruptcy Trustee.

4. Learned Counsel for the Appellant challenging the order submits that even though Appellant has been declared bankrupt, Appellant has right to travel abroad to carry on his business. Referring to Purchase Order dated 10.02.2025, it is submitted that the period for execution of the work was 13 months + 6 months. Even if the period of 13 months has elapsed still for a period of 6 months Appellant still be permitted to go to U.A.E. It is submitted that the Appellant has rendered all co-operation to the Bankruptcy Trustee and submitted documents as and when asked for in any event the Appellant will remain 15 days in India during which bankruptcy proceeding can be proceeded with. It is submitted that the Adjudicating Authority committed error in rejecting the application. On insufficient ground, Appellant was granted permission by Gujarat High Court to travel in pursuance of which Appellant travelled on several occasions and returned back to India. There is no flight risk in granting permission to the Appellant to travel. It is submitted that even in the application which was filed before the Adjudicating Authority seeking permission to travel upto March 2026 has come to an end but in the Appeal, Appellant has made a prayer to grant permission to travel upto September, 2026.

5. Learned Counsel for the Bankruptcy Trustee opposing the submissions of the Appellant submits that in the prayers made by the Appellant before the Adjudicating Authority, prayer was made for granting permission to travel in

October, November, December, 2025, January, February and March 2026 which period having already come to an end, the application which was filed by the Appellant seeking permission to travel as well as this Appeal has become infructuous. It is further submitted that the Purchase Order dated 11.02.2025 was only for a period of 13 months whose duration has come to an end on 10.03.2026. It is submitted that reliance of parallel run for six months was period which started running w.e.f. 11.02.2025 and that period has also come to an end. It is submitted that the duration of Purchase Order having come to an end, there is no basis for making any prayer in the Appeal to permit travel upto September 2025. Learned Counsel for the Respondent No.1 submits that in the bankruptcy of the Appellant the claim of Rs.33,400 Crore have been received and it is open for the Appellant to make an application before the Adjudicating Authority if any cause of action arises.

6. We have considered the submissions of the Counsel for the parties and perused the record.

7. In the application which was filed by the Appellant being IA No.1178 of 2025, Appellant made following prayers in paragraph 12:-

*“12. The applicant humbly prays as under:-*

*a. That this Hon'ble Adjudicating Authority may be pleased to permit the Applicant to travel abroad from 17<sup>th</sup> October to 29<sup>th</sup> October, 2025, 15 days each in November, December, 2025 and 15 days each in January, February and March, 2026 in the interest of justice;*

*b. That this Hon'ble Adjudicating Authority may be please to pass any further necessary orders as the Hon'ble*

*Adjudicating Authority deems fit, in the interest of justice.”*

8. The application filed by the Appellant was based on Purchase Order dated 12.09.2025. In the application, Appellant itself pleaded that duration of the Purchase Order is 13 months. It is useful to notice pleadings in paragraph 10 of the application which is as follows:-

*“10. It is stated that earlier, the Applicant had undertaken travel to U.A.E for the purpose of exploring business opportunity with companies to outsource their back-end IT support & Enterprise Resource Planning software requirements to India. The Applicant has been to secure a purchase order dated 10.02.2025 for implementation of Enterprise Resource Planning and all required IT Systems for ERP Training to Staff from Hypermax General Trading Company L.L.C. The duration of the purchase order is 13 months. It is stated that this is an opportunity for the Applicant to set up his business of outsourcing. If the Applicant is able to successfully perform the purchase order then the Applicant is likely to get further clients and contracts of similar nature. A copy of the purchaser order dated 10.02.2025 issued by Hypermax General Trading Company L.L.C is annexed herewith and marked as Annexure F. A copy of the revised travel itinerary is annexed herewith and marked as Annexure G.”*

9. The Purchase Order which was filed along with the application is to the following effect:-

“Annexure E

HYPERMAX GENERAL TRADING COMPANY L.L.C.

## PURCHASE ORDER

Date: 11/02/2025

LPO No.: I-2451

Duration: 13 months plus Six months

To,

SUNIL KAKKAD C/O LIFESAVER SERVICES

F-103, Satellite Centre,

Vastrapur, Ahmedabad, Gujarat, India 380 016

Tel.: +91 90922 321023

E-mail: [sunilkakkad@gmail.com](mailto:sunilkakkad@gmail.com)

Sl No.	Particulars	Qty.	Unit	Rate AED	Amount AED
1.	Implementation of Enterprise Resource Planning	13	Per Month	3,000.00	39,000.00
	Implementation of all required IT systems for ERP				
	Training to Staff				
	(Duration from 11/02/2025 to 10/03/2026)				
2.	Parallel run for six months	6	Per Month	2,000.00	12,000.00
	Payment Terms:				
	No advance payment				
	Monthly Payment will be paid within 60 days from the date of Payment Application duly certified by Head of the Information & Technology Department.				
	Over and above Indian Rupees, 1,00,000.00 will be paid to you every month.				
	Every month you need to remain in UAE for minimum for 15 days			Total Value:	51,000.00

	Total AED: Fifty one thousands only			Net Total:	51,000.00
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*Thanks & regards,*

*For, Hypermax General Trading Company LLC*

*P.O. Box 93066, Dubai, United Arab Emirates.*

*Email: [mail@wphyper.com](mailto:mail@wphyper.com)*

10. As noted above, the prayer in the application of the Appellant in the application was only permission to travel till March 2026. Admittedly, the said period has come to an end. Counsel for the Appellant replying the objection of the Counsel for the Respondent No.1 submits that the mere fact that period as prayed in the application has run out is no ground to not considered the prayer in the Appeal where Appellant has prayed in the appeal to grant permission for travel upto September 2026. Appellant has referred to prayer 21(b) in the Appeal which is as follows:-

***“21. Relief sought***

*(b) Allow the present appeal and permit the Appellant to travel abroad 15 days each in February, March, April, May, June, July, August and September, 2026 in the interest of justice;”*

11. Learned Counsel for the Appellant in support of his submission has also relied on the judgment of the Punjab & Haryana High Court in CRM-M-57206 of 2025- ***“Jonty Chhag @ Jonty Vinay Chhag vs. State of Haryana”*** where Punjab & Haryana High Court in paragraph 14 has made following observations:-

**“Analysis re: facts**

14. Pertinently, the itinerary earlier submitted before the learned trial Court for the purpose of seeking permission to travel has now been rendered infructuous owing to the efflux of time. The petitioner has, therefore, approached this Court by placing on record a fresh itinerary covering a subsequent period. However, this Court is of the considered opinion that remitting the petitioner back to the trial Court would serve no meaningful purpose and would only result in multiplicity of proceedings and procedural delay. The law does not contemplate that a citizen be made to suffer the rigours of technical formalities when the ends of justice can be effectuated without compromising procedural propriety. Procedural provisions are handmaidens of justice and not its mistress. Courts are, therefore, enjoined to adopt a justice-oriented approach rather than a hyper-technical one. Accordingly, in the larger interest of justice and to obviate avoidable procedural rigmarole, this Court deems it expedient and appropriate to entertain the petition in hand.

Adverting to the factual milieu of the petition in hand it is not in dispute that the FIR in question was registered in the year 2018 and the trial is pending adjudication since then. Further, it is unequivocally borne out from the material put forth before this Court that the petitioner had earlier travelled abroad twice over i.e. in November, 2023 and June, 2024 for business purpose(s) which concession has never ever been misused by him and he has returned back in time. The

*relevance/importance of a business meeting is required to be assessed by the persons attending such meeting and the relevance thereof ought not to be ordinarily entered into by the Court while considering a plea for travelling abroad. Not Nothing perceptible has been brought forward before this Court to decipher that there is likelihood of the petitioner absconding from the process of justice or interfering with the prosecution evidence. Ergo, the petition in hand ought to be granted.”*

12. There cannot be any dispute to the proposition that in the Appeal which is continuation of the proceeding initiated by party before the Adjudicating Authority, Court can always consider the relief on the basis of subsequent events.

13. The issue which has been raised between the parties is regarding true interpretation of Purchase Order dated 10.02.2025 relied by the Appellant. When we look into the Purchase Order, Purchase Order mentioned duration as ‘13 months plus six months’. Serial No.1 and Serial No.2 provides for duration from 11.02.2025 to 10.03.2026 and Serial No.2 ‘parallel run for six months’. We have already extracted the Purchase Order above. The implementation of all required IT system for ERP was period 11.02.2025 to 10.03.2026 and the second item “parallel run for six months” was also provided. For both the work rate was also mentioned. For Item No.1, total amount was 39,000 AED and for Item No.2, total amount was 12,000 AED totalling 51,000 AED.

14. The expression 'parallel run for six months' as mentioned in Item No.2 clearly indicate that parallel run for six months was for implementation of all required IT systems for ERP and Item No.1 was for implementation of Enterprise Resource Planning. Both the works were, thus, to simultaneously run since implementation of Enterprise Resource Planning could not have been possible without implementation of all required IT systems for ERP as it mentioned in the Purchase Order. The Purchase Order, that is why gives the total amount of both the work as 51,000 AED. We are not persuaded to accept the submission of the Appellant that the period of six months should commence after the expiry of the period of 13 months i.e. after 10.03.2026. When we look into the Purchase Order cumulatively the conclusion is irresistible that both the work awarded to the Appellant were to run simultaneously. The expression 'parallel run for six months' leaves no room for doubt that the said work was also to carry out simultaneously.

15. It is further relevant to notice that Appellant in paragraph 10 of the application himself has mentioned 'duration of the purchase order is 13 months'. We, thus, are of the view that even if the prayer for any further travel can be considered in the Appeal as prayed, period of work order having lapsed, the very basis for praying for travel to abroad cannot be considered. We, however, are of the view that it shall be open for the Appellant to make a fresh application before the Adjudicating Authority, in event, there is any such circumstances or occasion arise for travel abroad; The rejection of earlier application IA No.1178 of 2025 shall not come in the way of the Appellant for

considering any other application which may be decided in accordance with law.

16. The Appeal is disposed of as above.

**[Justice Ashok Bhushan]  
Chairperson**

**[Indevar Pandey]  
Member (Technical)**

**New Delhi**

***Anjali***