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

ITEM No.312
C.P.(IB)/159(AHM)2026

Under Section 9 IB Code, 2016

IN THE MATTER OF:

Ricova International INC ....**Applicant**
V/s
Shree Narayan Kraft Paper Mill LLP ....**Respondent**

Order delivered on: 27/07/2026

C O R A M:

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

O R D E R
(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.159/9/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)

<u>In the Matter of:</u>

Ricova International INC.
Identification No.: 762333
P.H. Global Plaza, 50th Street,
9th Floor, Office 90,
Panama City, Republic of Panama.

...Applicant/Operational Creditor

VERSUS

Shree Narayan Kraft Paper Mill LLP
(LLPIN: AAS-1577)
Survey No. 353, Sihunj-Kheda Road,
Near Samaspur Railway Crossing,
Village Khambhali (Vasrola),
Taluka Mahemdabad, District Kheda,
Gujarat – 387130.

...Respondent/Corporate Debtor

Order Pronounced On: 27.07.2026

<u>C O R A M</u>:

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 : Mr. Arjun Sheth, Advocate.
For the Respondent/CD : Mr. Aditya Mehta, Adv. a.w.
Mr. Bhavik Karia, Advocate.

O R D E R
Per Bench

1. This Company Petition, Registered on 16.04.2026 vide inward no. E-998, has been filed by the Applicant, **Ricova International INC.** (hereinafter referred to as the "Operational Creditor") against the Respondent, **Shree Narayan Kraft Paper Mill LLP** (hereinafter referred to as the "Corporate Debtor") 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 seeking initiation of the Corporate Insolvency Resolution Process ("CIRP"), appointment of an Interim Resolution Professional ("IRP") and declaration of moratorium in respect of the alleged operational debt of **Rs.3,81,87,186.24/-** (equivalent to USD 4,44,192.34) stated to have arisen from the supply of waste paper (NDLKC).

2. On perusal of Part-I of Form-5, it is seen that the Operational Creditor, Ricova International INC., is a company incorporated in the Republic of Panama bearing Identification No. 762333, having its registered office at P.H. Global Plaza, 50th Street, 9th Floor, Office 90, Panama City, Republic of Panama. The present Petition has been filed through its authorised signatory, Mr. Arindam Bhavani, duly authorised by a Board Resolution, which is annexed to the Petition as **Annexure-C**.

3. On perusal of Part-II of Form-5, it is seen that the Corporate Debtor is Shree Narayan Kraft Paper Mill LLP, bearing LLPIN: AAS-1577, incorporated on 05.03.2020 under the Limited Liability Partnership Act, 2008. Its registered office is situated at Survey No. 353, Sihunj-Kheda Road, Near Samaspur Railway Crossing, Village Khambhali (Vasrola), Taluka Mahemdabad, District Kheda, Gujarat-387130, India. The authorised capital is stated to be Rs.4,00,00,000/-, as reflected in the Master Data of the Ministry of Corporate Affairs annexed as **Annexure-B**.

4. On perusal of Part-III of Form-5, it is seen that the Operational Creditor has proposed the name of Mr. Bhavi Shreyans Shah, Insolvency Professional, bearing Registration No. IBBI/IPA-001/IP-P00915/2017-2018/11521, having address C-201, Embassy Apartment, Dr. V. S. Road, Ambawadi, Ahmedabad-380015 (e-mail: cabhavishah@gmail.com), to act as the Interim Resolution Professional under Section 16 of the Code. The written communication in Form-2 along with the requisite registration details has been annexed to the Petition as **Annexure-D**.

5. On perusal of Part-IV of Form-5, it is seen that the Operational Creditor has claimed an operational debt of **Rs.3,81,87,186.24/-** (equivalent of USD 4,44,192.34) arising out of the alleged supply of waste paper (NDLKC) to the Corporate Debtor. The Petition states that the aforesaid amount constitutes the outstanding operational debt claimed to be due and payable by the Corporate Debtor. The date of default is stated to be 13.04.2025.

6. Upon perusal of Part-IV and Part-V of Form-5, it is observed that the Operational Creditor has set out the following facts in support of the present petition: -

6.1 The Operational Creditor submitted that it supplied waste paper (NDLKC) to the Corporate Debtor pursuant to various indents placed during the period from **October 2024 to January 2025. It** is stated that invoices were raised and shipments were arranged in terms of the commercial understanding. Copies of the indents and invoices are annexed as **Annexure-E**.

6.2 It is stated that after placement of the indents, the Corporate Debtor requested change in the payment terms from **Documents Against Payment (DP)** to **Documents Against Acceptance (DA)** on account of disruption in its factory operations due to a fire incident. Email correspondence regarding the DA arrangement is annexed as **Annexure-F**.

6.3 The Operational Creditor submitted that it accepted the request for the DA arrangement and forwarded the original shipping documents through banking channels. In March 2025, the Corporate Debtor addressed communications to the operational creditor refusing to honour the DA arrangement and declining to accept several consignments. The Corporate Debtor further instructed the operational creditor to divert and sell the shipments to third parties. Copies of the relevant communications are annexed as Annexure-G.

6.4 According to the Operational Creditor, due to refusal, consignments under various indents remained unpaid. A sum of Rs 3,81,87,186.24 (USD 4,44,192.34) remains outstanding and payable by the Corporate Debtor to the Operational Creditor. A computation table is annexed as **Annexure-H**.

6.5 The Operational Creditor further stated that, due to non-acceptance and delay in taking delivery of the consignments, the containers remained uncleared at the port and detention charges, demurrage, ground rent and other incidental charges were incurred, which have also been included in the claim amount.

6.6 The operational creditor has claimed that to mitigate losses arising from the non-acceptance of consignments, the operational creditor was constrained to sell certain consignments originally contracted with the Corporate Debtor to another entity, and thereby incurred substantial loss. Due to non-acceptance and delay in taking delivery of the consignment by the Corporate Debtor, containers remained uncleared at the port, attracting ground rent, container detention, demurrage and other incidental charges.

6.7 It is stated that the total operational debt claimed is **Rs.3,81,87,186.24/-** (equivalent to **USD 4,44,192.34**) and that the amount has remained unpaid. The Operational Creditor has stated **13.04.2025** as the date of default, being the date immediately after the due date of the first unpaid invoice.

6.8 The Operational Creditor submitted that a demand notice in **Form-3 dated 06.12.2025** under Section 8 of the Insolvency and Bankruptcy Code, 2016 was issued to the Corporate Debtor demanding payment of the aforesaid operational debt. A copy of the demand notice along with proof of service is annexed as **Annexure-I**.

6.9 It is stated that despite service of the demand notice, the Corporate Debtor failed to make payment of the operational debt within the prescribed period. The Operational Creditor has pleaded that the default continues and the amount remains due and payable.

6.10 The Operational Creditor has relied upon the computation of outstanding dues, copies of indents, invoices, email correspondence, communications relating to refusal of the DA arrangement, and the demand notice to establish the existence of the operational debt and the alleged default.

6.11 The Operational Creditor has asserted that all the requirements under Sections 8 and 9 of the Insolvency and Bankruptcy Code, 2016 and the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016 have been complied with and that the operational debt has remained unpaid.

6.12 On the basis of the above facts, the Operational Creditor has prayed for admission of the present Company Petition, initiation of the Corporate Insolvency Resolution Process against the Corporate Debtor, appointment of the proposed Interim Resolution Professional, declaration of moratorium under Section 14 of the Code and grant of other consequential reliefs.

7. The Operational Creditor has relied upon the following documents which are as under: -

(a) Certificate of Incorporation of the Operational Creditor annexed as **Annexure-A**.

(b) Master Data of the Corporate Debtor downloaded from the Ministry of Corporate Affairs annexed as **Annexure-B**.

(c) Board Resolution/Authorisation in favour of the authorised signatory for filing the present Petition annexed as **Annexure-C**.

(d) Written Communication in Form-2 of the proposed Interim Resolution Professional together with the relevant registration particulars annexed as **Annexure-D**.

(e) Copies of the indents placed by the Corporate Debtor annexed as **Annexure-E**.

(f) Copies of the invoices raised by the Operational Creditor for supply of waste paper (NDLKC) annexed as **Annexure-E**.

(g) Copies of the email correspondence relating to the Documents Against Acceptance (DA) arrangement annexed as **Annexure-F.**

(h) Copies of the email communications relating to the Corporate Debtor's refusal to honour the DA arrangement and refusal to accept consignments annexed as **Annexure-G.**

(i) Computation table showing the amount claimed by the Operational Creditor annexed as **Annexure-H**.

(j) Demand Notice in Form-3 dated 06.12.2025 issued under Section 8 of the Insolvency and Bankruptcy Code, 2016 annexed as **Annexure-I.**

(k) Proof of service of the Demand Notice upon the Corporate Debtor annexed as **Annexure-I.**

8. That on issuance of the notice in the Company Petition and after due service of notice, the Respondent/CD has appeared and filed reply to the Company Petition on 30.06.2026 vide Inward No. D-5331, denying various averments made in the Company Petition. The contentions of the Respondent/CD are mentioned hereunder: -

8.1 The Corporate Debtor has raised a preliminary objection that the present Petition under Section 9 of the Insolvency and Bankruptcy Code, 2016 is not maintainable. It is stated that the Petition is filed for recovery of a disputed claim and that no operational debt is due or payable. The Corporate Debtor has relied upon the email communications annexed as **Annexure-A (Colly.)**.

8.2 It is stated that with respect to **Indent No. RF/24-25/049**, the Corporate Debtor had rejected the proposed rate of **USD 325/MT**, offered a counter proposal of **USD 315/MT** on **05.02.2025**, and cancelled the indent on **06.02.2025**. It is submitted that no concluded contract came into existence for the said indent. Copies of the email correspondence are annexed as **Annexure-A (Colly.)**.

8.3 The Corporate Debtor has stated that after a fire incident at its factory, it informed the Operational Creditor that it was unable to receive the consignments and requested diversion of the goods to other purchasers. It is submitted that the Operational Creditor accepted the said request. The relevant communications are stated to form part of **Annexure-A (Colly.)** and **Annexure-B**.

8.4 It is further stated that by email dated **04.04.2025**, the Operational Creditor informed the

Corporate Debtor that the material would be sold to another mill, shipping charges would be borne by such purchaser and that no payment would be claimed from the Corporate Debtor as the material was not received by it. A copy of the said email is annexed as **Annexure-B**.

8.5 The Corporate Debtor has submitted that, on the request of the Operational Creditor, it issued **No Objection Certificates dated 04.04.2025** in favour of the shipping lines for diversion of the consignments and amendment of the Import General Manifest. Copies of the No Objection Certificates are annexed as **Annexure-C**, while the request email is annexed as **Annexure-D**.

8.6 It is stated that the Operational Creditor thereafter diverted and sold all the consignments to third parties. According to the Corporate Debtor, the claim made in the Petition represents alleged loss on resale and detention charges and does not represent the price of goods supplied to and accepted by the Corporate Debtor. Reference has been made to the computation relied upon by the Operational Creditor in the Company Petition.

8.7 The Corporate Debtor has further stated that the present claim is one for damages and requires adjudication on disputed questions relating to contract, breach, resale, mitigation of loss and detention charges. It is submitted that such a claim does not constitute an operational debt within the meaning of Section 5(21) of the Insolvency and Bankruptcy Code, 2016.

8.8 It is also stated that there existed a pre-existing dispute much prior to issuance of the demand notice dated **06.12.2025**, as reflected from the correspondence exchanged between the parties regarding the cancelled indent, refusal to accept consignments, diversion of goods and issuance of the No Objection Certificates. The Corporate Debtor has relied upon **Annexure-A (Colly.)**, **Annexure-B**, **Annexure-C** and **Annexure-D**.

8.9 In support of the above objections, the Corporate Debtor has relied upon the decisions of the Hon'ble Supreme Court in **Mobilox Innovations Private Limited v. Kirusa Software Private Limited, (2018) 1 SCC 353** and **Swiss Ribbons Pvt. Ltd. & Anr. v. Union of India & Ors., (2019) 4 SCC 17**, to contend that the Insolvency and Bankruptcy Code, 2016 is not a recovery mechanism and that the existence of a pre-existing dispute bars admission of a petition under Section 9.

8.10 On the aforesaid grounds, the Corporate Debtor has prayed for dismissal of the present Company Petition on the ground that no operational debt is due, the claim is disputed, the amount claimed is in the nature of damages and a pre-existing dispute existed prior to issuance of the demand notice.

9. The Operational Creditor has also filed an affidavit in rejoinder to reply filed by the Respondent/CD, on 22.07.2026 vide E-filing ref. no. 2401105009982026/6, denying contentions raised by the Respondent/CD in its reply. The contents of the Rejoinder are reproduced as follows: -

9.1 The Operational Creditor has denied the averments made in the Reply except those specifically admitted. It is stated that the Rejoinder has been filed to place the complete facts on record and to clarify that the Corporate Debtor has relied upon isolated communications without considering the entire course of transactions between the parties.

9.2 It is submitted that the fire incident at the factory of the Corporate Debtor did not entitle it to unilaterally cancel the transactions after the consignments had already been dispatched and the shipping documents had been forwarded through banking channels. It is further stated that the Operational Creditor had revised the payment terms to facilitate the transaction.

9.3 The Operational Creditor has stated that with respect to Indent No. RF/24-25/049, the transaction had already been confirmed by its agent, Radico Fibers, through email dated 20.01.2025, upon which the sales order was issued and the cargo was dispatched. A copy of the email correspondence is annexed as Annexure-A and copies of the invoices are annexed as Annexure-B.

9.4 It is further submitted that the Corporate Debtor sought cancellation of Indent No. RF/24-25/049 only after dispatch of the cargo. According to the Operational Creditor, such subsequent cancellation could not extinguish the liabilities arising from the transaction or render the shipment unauthorised.

9.5 The Operational Creditor has denied that the email dated 04.04.2025 amounted to waiver of its claims. It is stated that the said communication related only to diversion of particular consignments and simultaneously required the Corporate Debtor to collect the DA documents from its bank and complete the customs formalities.

9.6 It is stated that, as the Corporate Debtor failed to collect the documents from its bank, the Operational Creditor was required to obtain return of the documents through SWIFT communication and coordinate with alternate purchasers, banks and shipping lines. The relevant SWIFT communication is annexed as Annexure-C.

9.7 The Operational Creditor has further submitted that the No Objection Certificates (NOCs) were issued only to facilitate diversion of the consignments and amendment of shipping and customs documents after refusal by the Corporate Debtor to accept the goods. It is stated that issuance of the NOCs did not discharge the Corporate Debtor from its liabilities arising out of the transactions.

9.8 It is submitted that the detention, demurrage and other shipping charges were incurred because the Corporate Debtor failed to accept the consignments and complete the clearance process. The Operational Creditor has relied upon the communications exchanged with the shipping lines, annexed as Annexure-D, to support its claim for reimbursement of such charges.

9.9 The Operational Creditor has stated that the claim in the present Petition arises from commercial transactions relating to supply of goods and not from an independent claim for liquidated damages. It is further stated that the losses, including detention, demurrage and resale losses, directly resulted from the Corporate Debtor's refusal to honour its contractual obligations.

9.10 On the aforesaid grounds, the Operational Creditor has reiterated that the objections raised by the Corporate Debtor are liable to be rejected and has prayed that the present Company Petition be admitted under Section 9 of the Insolvency and Bankruptcy Code, 2016 and appropriate orders be passed in accordance with law.

10. We have heard the arguments of Ld. Counsel for the Applicant/Operational Creditor as well as Ld. Counsel for the Respondent/Corporate Debtor and perused the material available on record. We have considered the pleadings, the documents placed on record, the Reply, the Rejoinder and the submissions advanced on behalf of the parties.

11. The Applicant has contended that the operational debt arose from supply of waste paper pursuant to various indents placed by the Corporate Debtor. It is submitted that the consignments were dispatched, invoices were raised and the original shipping documents were forwarded through banking channels. The Applicant has further contended that despite revising the payment terms from Documents Against Payment (DP) to

Documents Against Acceptance (DA) on the request of the Corporate Debtor, the latter failed to accept the consignments and discharge its liability.

12. The Corporate Debtor has opposed the Petition on the ground that the claim is disputed and does not constitute an operational debt payable under the Insolvency and Bankruptcy Code, 2016. It is submitted that the disputes had arisen much prior to issuance of the demand notice under Section 8 of the Code and that the present proceedings have been initiated for recovery of a disputed contractual claim.

13. The Corporate Debtor has placed reliance upon the email correspondence relating to **Indent No. RF/24-25/049** to contend that the commercial terms had not attained finality. It has referred to the email dated **05.02.2025**, whereby it proposed reduction of the agreed price from **USD 325/MT** to **USD 315/MT**, and the subsequent email dated **06.02.2025**, whereby the said indent was cancelled. The Corporate Debtor has relied upon these communications to contend that no concluded contract came into existence with respect to the said indent.

These communications form part of **Annexure-A (Colly.)** to the Reply.

14. The Corporate Debtor has further relied upon the email dated **04.04.2025**, wherein the Applicant informed that the consignments would be diverted and sold to another mill and that payment would not be claimed in respect of the material which was not received by the Corporate Debtor. It is the case of the Corporate Debtor that the said communication demonstrates that the Applicant itself elected to dispose of the goods to third parties and that the present claim cannot thereafter be maintained as an operational debt. A copy of the said email has been annexed as **Annexure-B** to the Reply.

15. The Corporate Debtor has also relied upon the **No Objection Certificates dated 04.04.2025** issued in favour of the shipping lines permitting diversion of the consignments and amendment of the Import General Manifest. It is submitted that these NOCs were issued pursuant to the request made by the Applicant through email dated **04.04.2025** for diversion of the consignments to alternate purchasers. Copies of the

NOCs are annexed as **Annexure-C** and the request email is annexed as **Annexure-D** to the Reply.

16. The Applicant, in its Rejoinder, has disputed the aforesaid contentions. It is stated that the transaction had already been confirmed through its agent, **Radico Fibers**, by email dated **20.01.2025**, whereupon the Applicant issued the sales order and dispatched the consignments. The Applicant has relied upon the said email correspondence annexed as **Annexure-A** and the invoices annexed as **Annexure-B** to contend that cancellation of the indent was sought only after dispatch of the cargo and could not absolve the Corporate Debtor of its contractual obligations.

17. The Applicant has further submitted that the email dated **04.04.2025** has been read out of context. According to the Applicant, the communication only related to diversion of particular consignments for mitigation of loss and simultaneously required the Corporate Debtor to collect the DA documents from its banker and complete the customs formalities. The Applicant has also relied upon the SWIFT communication annexed as **Annexure-C** and the correspondence with the shipping lines annexed as **Annexure-D** to show that detention, demurrage and other charges were incurred because the Corporate Debtor failed to collect the documents and accept the consignments.

18. From the material placed on record, it is evident that prior to issuance of the demand notice dated **06.12.2025**, the parties had exchanged communications regarding **Indent No. RF/24-25/049**, revision of the commercial terms, cancellation of the indent, diversion of the consignments and liability towards detention, demurrage and other consequential charges. The Corporate Debtor has relied upon the email correspondence dated **05.02.2025**, **06.02.2025**, **31.03.2025** and **04.04.2025**, the No Objection Certificates dated **04.04.2025** and the request for diversion of consignments forming part of **Annexure-A (Colly.)**, **Annexure-B**, **Annexure-C** and **Annexure-D** to the Reply to establish that disputes had arisen prior to issuance of the demand notice under Section 8 of the Insolvency and Bankruptcy Code, 2016.

19. The Applicant has sought to explain the aforesaid contemporaneous documents in the Rejoinder by relying upon the email dated **20.01.2025**, the invoices, the SWIFT communication and the correspondence with the shipping lines. The rival contentions arising from these documents require examination of the contractual obligations of the parties and appreciation of evidence, which cannot be undertaken in proceedings under Section 9 of the Insolvency and Bankruptcy Code, 2016.

20. The Hon'ble Supreme Court in **Mobilox Innovations Private Limited v. Kirusa Software Private Limited, (2018) 1 SCC 353**, has held that while considering an application under Section 9, the Adjudicating Authority is required to examine whether there exists a plausible dispute which is not spurious, hypothetical or illusory. The Hon'ble Supreme Court in **Swiss Ribbons Pvt. Ltd. & Anr. v. Union of India & Ors., (2019) 4 SCC 17**, has held that the Insolvency and Bankruptcy Code, 2016 is not intended to be a substitute for recovery proceedings.

Accordingly, the Adjudicating Authority is not required to adjudicate disputed questions of fact or determine contractual rights while exercising jurisdiction under Section 9 of the Code.

21. We have gone through the correspondence exchanged between parties which are part of the pleadings and refer to the following: -

A. The operational creditor has filed copies of email correspondence (Pages 86 to 97 of the Petition) and these concern:

- Email of 24.03.2025 from CD to OC (Page 86) informing the fire accident at factory and requested the OC to divert all consignment or do your best, and help you regarding documents and stated that we attached list we are not accept at any cost because of incident happens, also attached fire accident photos we lost all our raw material [reproduced by us as is in email]. It gives list of consignment it cancels.

- Page 92 is again an email from CD to OC dated 02.04.2025 informing fire accident and not able to accept any consignment. It refers that we are thankful to you for giving offer of DA credit period but we are not able to release any consignment on DA or DP basis for the reasons mentioned. The email also notes, "we are help you with our contact for divert consignment and share you contact number so you can talk with them"

- Page 94 is an email dated 31.03.2025 from OC to CD stating that, " as per our conversation with our colleague we understand your situation and would like to extend our help".

B. The Corporate Debtor has filed copy of emails appearing on pages 22 to 31 of the Reply filed on 29.06.2026. The contents are discussed below:

- Page 24, an email of 6.2.2025 from CD to OC, "we are not interested to purchase material of indent 049 so please cancel indent no. 49 ASAP REPLAY"
- Pages 26 to 30 are the NOC/Amendment of B/L Number: issued by the Corporate Debtor and these are addressed to shipping companies stating that, " With reference to the above, we hereby wish

to declare that above consignment does not belong to us and no financial transaction is being done between us and the shipper RICOVA INTERNATIONAL INC. Further, we have no objection, in case shipper diverts this consignment to any other buyer and also MSC Agency (India) Pvt. Ltd, issue NOC to new consignee to amend IGM in customs".

- Page 25 is an email from OC to CD dated 04.04.2025. This email also include, "as we are selling this material to another mill and we will never ever ask for any payment from you because material not being received by you."

22. In the present case, the contemporaneous correspondence relied upon by the Corporate Debtor and some of those are extracted above (that too prior to the issue of notice under section 8 of the Code) cannot be treated as a defence raised after receipt of the demand notice. The email correspondence, cancellation of the indent, request for diversion of consignments, No Objection Certificates, communications regarding collection of DA documents and the dispute relating to detention, demurrage and resale losses indicate that there were issues concerning the contractual obligations of the parties and had arisen prior to issuance of the demand notice. One email of 04.04.2025 from OC to CD states that we will never ever ask for any payment from you because material not being received by you. These emails through submitted by the CD but have not been denied by the OC.

23. Whether the Applicant is entitled to recover the amount claimed, whether the transactions culminated into concluded contracts, and whether the claim represents consideration for supply of goods or damages arising out of the alleged breach of contract are disputed questions requiring adjudication upon evidence before the competent forum. Such issues fall outside the limited jurisdiction of this Adjudicating Authority while exercising powers under Section 9 of the Insolvency and Bankruptcy Code, 2016.

24. Hence, this Tribunal is satisfied that a pre-existing dispute existed between the parties prior to issuance of the demand notice. The defence raised by the Corporate Debtor is supported by contemporaneous correspondence and cannot be treated as a patently feeble legal argument or an assertion unsupported by evidence. Consequently, the present Company Petition is liable to be rejected under Section 9(5)(ii)(d) of the Insolvency and Bankruptcy Code, 2016.

25. In view of the foregoing discussion and the law laid down by the Hon'ble Supreme Court in **Mobilox Innovations Private Limited v. Kirusa Software Private Limited, (2018) 1 SCC 353**, the present Company Petition is liable to be rejected in terms of **Section 9(5)(ii)(d)** of the Insolvency and Bankruptcy Code, 2016.

26. Accordingly, **CP (IB) No.159/9/AHM/2026** is hereby **dismissed**. No order as to costs.

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

-Sd-

SANJEEV SHARMA
MEMBER (TECHNICAL)

-Sd-

SHAMMI KHAN
MEMBER (JUDICIAL)