NATIONAL COMPANY LAW TRIBUNAL
COURT-V, MUMBAI BENCH

5. IA/1121/2025C.P. (IB)/1185(MB)2020

IN THE MATTER OF

Bank of Baroda
VS
Mr Jawaharlal Gangaramani

U/s 95(1) of the Insolvency and Bankruptcy Code, 2016

Order Delivered on 05.11.2026

CORAM:
SH. VINAY GOEL
MEMBER (J)

SH. CHARANJEET SINGH GULATI
MEMBER (T)

Appearance through VC/Physical/Hybrid Mode:

For the Petitioner:

For the Respondent:

ORDER

IA/1121/2025 & C.P. (IB)/1185(MB)2020: The above IA/1121/2025 and C.P. (IB)/1185(MB)2020 are listed for pronouncement of the order. The same is pronounced in open court, vide a separate order.

Sd/-
VINAY GOEL
Member (Judicial)

Sd/-
CHARANJEET SINGH GULATI
Member (Technical)

//Tausif//

NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH, V

IA 1121 of 2025
&
CP (IB) 1185 (MB) OF 2020
Order under Section 100 of the Insolvency and Bankruptcy Code, 2016

IN THE MATTER OF:

Mr. Anuj Bajpai

Having its address at:

602, 6th Floor, Central Plaza, 166 CST Road, Kalina, Santacruz (East),

Mumbai -400098

…Resolution Professional/ Applicant

AND IN THE MATTER OF:

Bank of Baroda

A bank constituted under the Banking Companies Act, 1970

Having its office at:

C-26/ G- Block, Bandra Kurla Complex, Bandra (East), Mumbai -400 051 and its Corporate Financial Services Branch at 8, Meghdoot Building, First Floor, Junction of linking and Turner Road, Bandra West, Mumbai – 400 050

… Petitioner

Versus

Jawaharlal Rijhumal Gangaramani

Having its Registered Address at:

101, Shubha Angan, 10th Floor, Vallabbhai Patel Road, Santacruz (West), Mumbai – 400 054.

Other Address at:

B-1/191, Snehadhara, Dadabhai Cross Road, Vile Parle (W), Mumbai - 400056

…Respondent

Order Delivered on: 05.11.2026

Coram:

Sh. Vinay Goel
Member (Judicial)

Sh. Charanjeet Singh Gulati
Member (Technical)

Appearance through VC/Physical/Hybrid Mode:

For the RP: Adv. Adeel Parkar (VC)

For the Financial Creditor: Adv. Ruchita Jain i/b MDP Legal (VC)

For the Personal Guarantor: Adv, Anshu Rathore a/w Adv. Raj J. Kapadia i/b Aendri Legal (PH)

ORDER

1. The Present Company Petition bearing C.P (IB) No. 1185 of 2020 has been filed on 24.08.2020 by Bank of Baroda **("Petitioner/Financial Creditor")** under Section 95 of Insolvency and Bankruptcy Code, 2016 **("the Code")** read with Rule 7(2) of the Insolvency and Bankruptcy (Application to Adjudicating Authority for Insolvency Resolution Process for Personal Guarantors to Corporate Debtors) Rules, 2019, seeking initiation of the Insolvency Resolution Process against the Respondent, Mr. Jawaharlal Rijhumal Gangaramani, **("Respondent/Personal Guarantor")** who is the Personal Guarantor of the M/s Alfara'a Infraprojects Private Limited **("the**

Company"), for a default of a debt amounting to Rs. 2,95,77,27,075.27 as on 30.04.2020 along with further interests, charges and expenses.

Brief Facts of the Case

2. The Company availed credit facilities from the Financial Creditor pursuant to a Sanction Letter dated 20.06.2012, followed by a subsequent Sanction Letter dated 15.01.2014. Thereafter, the credit facilities were renewed vide Sanction Letter dated 09.12.2016 for a period up to 29.11.2017, comprising a Cash Credit facility of Rs. 36.50 Crore, a Bank Guarantee facility of Rs. 249.00 Crore and a Letter of Credit facility of Rs. 75.00 Crore, aggregating to Rs. 360.50 Crore, in accordance with terms and condition therein.

3. To secure the repayment of the aforesaid facilities, the Respondent, executed a General Form of Guarantee dated 08.03.2014, limited to Rs. 376.09 Crore, and a General Form of Guarantee dated 22.01.2018, limited to Rs. 360.50 Crore, in favour of the Financial Creditor, undertaking joint and several liability for repayment of the said facilities.

4. The date of default as per Part III of the Petition is 18.06.2018. The Company committed default in repayment of its dues, and the loan account was classified as Non-Performing Assets (NPA) on 18.06.2018.

5. Thereafter, the Financial Creditor issued Notices dated 05.07.2018 under Section 13(2) of Securitisation & Reconstruction of Financial Assets and Enforcement of Security Interest Act 2002 **("SARFAESI Act, 2002")** to the Company, the Respondent, Mrs. Usha J. Gangaramani and M/s Al Fara'a General Contracting Co. LLC, Abu Dhabi (the corporate guarantor), calling upon them to pay Rs. 2,82,55,46,421.03 (inclusive of interest up to

30.06.2018) within 60 days from the date of the notice. However, the Personal Guarantor failed to make any payment to the Financial Creditor.

6. The Corporate Insolvency Resolution Process was initiated against the Company by order of this Adjudicating Authority dated 12.04.2019 in C.P. (IB) 4533/MB/2018.

7. The Financial Creditor issued a Demand Notice in Form B dated 18.07.2020, under Rule 7(1) of the Insolvency and Bankruptcy (Application to Adjudicating Authority for Insolvency Resolution Process for Personal Guarantors to Corporate Debtors) Rules, 2019, addressed to the Respondent in his capacity as guarantor of the Company, calling upon him to discharge the unpaid debt in default of Rs. 3,04,80,90,379.78, shown as due as on 30.04.2020, failing which an application would be made for initiation of the Insolvency Resolution Process against him. The notice was sent by registered post on 20.07.2020 and, as per the India Post tracking report, was delivered on 24.07.2020.

8. By a letter dated 06.08.2020 addressed to the Financial Creditor, Respondent acknowledged receipt of the Demand Notice on 24.07.2020 and sought time till January 2021 to complete the sale of shares of group companies in the UAE and to pay the dues.

9. The present Petition was thereafter filed on 24.08.2020 by the Financial Creditor under Section 95 of the Code claiming a total outstanding debt in default of Rs. 2,95,77,27,075.27 as on 30.04.2020, together with further interest at 15.05% p.a. with monthly rests and penal interest at 2% p.a. from 30.04.2020.

10. This Adjudicating Authority vide order dated 13.12.2024 appointed Mr. Anuj Bajpai having Registration No. IBBI/IPA-001/IP-P00311/2017-18/10575 as Resolution Professional ("RP") and directed him to submit his report under Section 99(1) of the Code within 10 days.

Report of the Resolution Professional

11. The RP submits that the order dated 13.12.2024 was received by him on 14.01.2025. The RP filed his report dated 22.01.2025 before this Adjudicating Authority through I.A. No. 1121 of 2025, wherein he recommended the admission of the Petition filed under Section 95 of the Code

Sr No.	**Requirements under the relevant provisions of section 99 of the Code**	**Submissions of the RP**	**Compliance with requirements of section 99 of the Code (Yes / No)**
1.	Section 99(1): The resolution professional shall examine the application referred to in section 94 or section 95, as the case may be, within ten days of his appointment, and submit a report to the Adjudicating Authority recommending for approval or rejection of the application.	The RP submits that the present report is being prepared in compliance with the requirements of section 99(1) of the Code.	**Yes:** The copy of the order was received by the RP on 14th January 2025. The RP submits that the present report is being filed in terms of the requirement of section 99(1) of the Code.
2.	Section 99(2): Where the application has been filed under section 95, the resolution professional may require	RP vide email on 15 January 2025, issued an intimation to the personal guarantor. With the email, a signed letter of intimation and the copy of the order	**Yes:** The RP submits that the requirements of section 99(2) of the

	the debtor to prove repayment of the debt claimed as unpaid by the creditor by furnishing – (a) evidence of electronic transfer of the unpaid amount from the bank account of the debtor; (b) evidence of encashment of a cheque issued by the debtor; or (c) a signed acknowledgment by the creditor accepting receipt of dues.	dated 13 December 2024 (received on 14 January 2025) were attached. With the said email as well as the attached letter, the personal guarantor was, inter alia, requested to advise / provide proof of repayment of the debt, claimed to be unpaid by the Creditor. The said email was sent on the recorded email address of the personal guarantor – jrg.corpin@gmail.com & jrgrg@gmail.com. Further, the said email did not bounce back and has, therefore, been duly served upon the PG. Copy of the email dated 15 January 2025 annexed herewith and marked as "Annexure 2". 6. Further, the afore mentioned letter of intimation dated 15 January 2025 was sent via speed post on his recorded address mentioned in this report. Copy of the said letter of intimation dated 15 January 2025 is annexed herewith and marked as "Annexure 3". The said letter was sent via speed post having receipt no. "EM796449720IN" on the recorded address of the PG i.e., 101, Subha Angan, 10th Floor, Vallabhbhai Patel Road, Santacruz	Code are complied with.

		(West), Mumbai, - 400 054, the same was on hold as the door was locked but the intimation was served. The said letter was also sent via speed post having receipt no. "EM796449716IN" on the other address of the PG i.e., B-1/191, Snehadhara, Dadabhai Cross Rd, Vile Parle (W), Mumbai – 400 056, the same was delivered. The letter has, thus, been duly served upon the PG. Copy of the postal receipt along with its tracking report are annexed herewith and marked as "Annexure 4 (Colly)". Since RP has not received any reply / response from the personal guarantor till date / within the stipulated timeframe, after examining the documents on record, the RP is of the considered view that the personal guarantor has not repaid the debt claimed by the creditor and has nothing to say in this regard.	
3.	Section 99(3): Where the debt for which an application has been filed by a creditor is registered with the information utility, the debtor shall not be	The debtor has not disputed the debt.	**Yes:** The RP has complied with the requirements of section 99(3) of the Code

	entitled to dispute the validity of such debt.		
4.	Section 99(4): For the purposes of examining an application, the resolution professional may seek such further information or explanation in connection with the application as may be required from the debtor or the creditor or any other person who, in the opinion of the resolution professional, may provide such information.	In absence of any response from the guarantor / debtor, no further information or explanation in connection with the application is sought from the creditor.	**Yes:** The RP submits that the requirements of section 99(4) of the Code are complied with.
5.	Section 99(5): The person from whom information or explanation is sought under sub-section (4) shall furnish such information or explanation within seven days of receipt of the request.	Not applicable.	**Yes:** The RP submits that the requirements of section 99(5) of the Code does not impact either admission or rejection of the present application.
6.	Section 99(6): The resolution professional shall examine the application and ascertain that - (a) the application satisfies the requirements set out in section 94 or 95; (b) the applicant has provided information and given explanation sought by the resolution	RP submits that the present application satisfies the requirements of provisions of section 95 as has been provided in detail vide paras 5 to 8 hereinabove in this report.	**Yes:** The RP submits that the requirements of section 99(6) of the Code are complied with.

	professional under sub-section (4).		
7.	Section 99(7): After examination of the application under sub-section (6), he may recommend acceptance or rejection of the application in his report.	RP submits that the present application satisfies the requirements of provisions of section 95 as is required to be examined under section 99(6) of the Code and the present application deserves to be admitted under section 100 of the Code.	**Yes:** The RP submits that the the based on his examination the present application deserves to be admitted under section 100 of the Code and this Hon'ble Tribunal may pass appropriate Orders.
8.	Section 99(8): Where the resolution professional finds that the debtor is eligible for a fresh start under Chapter II, the resolution professional shall submit a report recommending that the application by the debtor under section 94 be treated as an application under section 81 by the Adjudicating Authority.	Since the present application is not filed under Section 94 and therefore, the requirements in the Section 99(8) are not applicable to this case.	**Not applicable:** The RP submits that the provisions of section 99(8) of the Code does not apply to the present case.
9.	Section 99(9): The resolution professional shall record the reasons for recommending the acceptance or rejection of the application in the report under sub-section (7).	The RP hereby recommends for acceptance of the application which is the subject matter of the present report being submitted under section 99(7) of the Code to this Hon'ble Tribunal for the reasons that the underlying CD is undergoing liquidation vide order of	**Yes:** The RP submits that the present report prepared under section 99 of the Code records the reasons for recommending acceptance of the present application filed by RP on behalf of Bank of Baroda

		Hon'ble NCLT dated 18th July 2022 and the PG has not communicated any evidence of repayment of the debt to the creditor.	for further orders under section 100 of the Code.
10.	Section 99(10): The resolution professional shall give a copy of the report under sub-section (7) to the debtor or the creditor, as the case may be.	RP submits that he has duly complied with the requirement of filing a copy of this report prepared under section 99(7) of the Code to the creditor.	**Yes:** The present report prepared under section 99 of the Code would be shared with the Creditor i.e., Bank of Baroda vide email dated _____ in compliance with provisions of section 99(10) of the Code.

12. Vide Order dated 09.05.2025, the RP was directed serve a copy of the said report upon the Personal Guarantor/his counsel. The affidavit of service has been filed evidencing service upon the Personal Guarantor on 10.07.2025. However, no reply has been filed by the Personal Guarantor. Thus, there is no specific factual denial on record. Further, at the time of hearing, the Personal Guarantor failed to demonstrate any legal or factual impediment to granting the reliefs sought by the Applicant.

Analysis and Findings

13. We have heard the learned counsel for petitioner and perused the material on record, including the Report of the Resolution Professional.

14. In his report dated 10.03.2025, the Resolution Professional, has confirmed compliance with the provisions of Sections 95 and 99 of the Code and has

recommended admission of the Petition and initiation of the Insolvency Resolution Process against the Personal Guarantor. Thereafter, The RP filed his report under Section 99 by way of I.A. No 1121 of 2025. Accordingly, the report is taken on record and the aforesaid Interlocutory Application stands **disposed** of.

15. It is pertinent to note that during the course of hearing on 09.10.2026, it was observed that, in compliance with the order dated 09.05.2025, the Resolution Professional had served a copy of his report upon Advocate Aditya Krishnan, appearing on behalf of the Personal Guarantor, on 10.07.2025. However, no reply had been filed within the prescribed period, resulting in forfeiture of the right to file the same. Although the Ld. Counsel for the Personal Guarantor disputed service of the RP report and sought further time to make submissions on merits, thereby adopting the stance of not making submission on that date. However, considering that the petition had been pending since 2020, the Resolution Professional was appointed on 13.12.2024, and the report was taken on record on 10.03.2025, no further opportunity was granted.

16. It is observed from the record that Bank of Baroda extended credit facilities to the Company, M/s Alfara'a Infraprojects Private Limited, which were last sanctioned on 09.12.2016 to the extent of Rs. 360.50 Crore, the earlier sanctions being dated 20.06.2012 and 15.01.2014. The Respondent executed General Forms of Guarantee dated 08.03.2014 (limit of Rs. 376.09 Crore) and 22.01.2018 (limit of Rs. 360.50 Crore) at the Bank's Al Ain branch.

17. Upon perusal of the two General Forms of Guarantee, this Adjudicating Authority finds that their material terms are identical. The operative terms

of the Deed of Guarantee dated 22.01.2018 (Exhibit F-3, pages 86 to 89 of the Petition) reads as under:

> 3. *"This guarantee shall be a continuing guarantee and shall not be considered as wholly or partially satisfied or exhausted by any payments from time to time made to the Bank ... The Guarantee shall continue in force notwithstanding the discharge of the Principal by operation of law or my death or of any one of us and shall cease only on payment of the amount guaranteed hereunder either by me or any of us."*
> 4. *.. I/We agree that as between the Bank and me/us, I am/We are Principal debtor(s) jointly with him and accordingly I/We shall not be entitled to any of the rights conferred on sureties by Sections 133, 134, 135, 139 and 141 of the Indian Contract Act*
> 10. *A demand in writing shall be deemed to have been duly given to me/us or my/our heirs or assigns by leaving the same at my/our last known address hereunder written and shall be effectual notwithstanding any change of address or notwithstanding notice thereof to the Bank, and such demand if sent by post shall be deemed to be received by me/us or my/our heirs, assigns 24 hours after posting thereof and shall be sufficient if signed by any officer of the Bank and in proving such service it shall be sufficient to prove that the letter containing the demand was properly addressed and put into the Post."*

18. Upon perusal of the terms of the deed of guarantee dated 22.01.2018, the language of the Guarantee shows that it is a continuing guarantee within the meaning of Section 129 of the Indian Contract Act, 1872. The liability undertaken by the Respondent is joint and several. The liability of the guarantor is thus co-extensive with that of the Company in terms of Section 128 of the Indian Contract Act, 1872.

19. The record further discloses that, on 05.07.2018, the Bank issued a notice under Section 13(2) of the SARFAESI Act, 2002, calling upon the Company to repay a sum of Rs. 2,82,55,46,421.03, inclusive of interest calculated up to 30.06.2018, in respect of the credit facilities availed. On the same date, the Bank also issued a notice under Section 13(2) of the SARFAESI Act, 2002, addressed to the Respondent in his capacity as Guarantor, which was dispatched by Registered Acknowledgment Due (Regd. A.D.) to his address at 101, Shubh Angan, 10th Floor, Vallabhbhai Patel Road, Santacruz (West).

20. In this context, this Adjudicating Authority places reliance on the judgment of the ***Hon'ble National Company Law Appellate Tribunal in Ujwal Gupta v. Union Bank of India and Anr. (NCLAT, New Delhi)*** decided on 07.01.2026**,** wherein it was held that whether a guarantee has been sufficiently invoked by a notice under Section 13(2) of the SARFAESI Act depends on the terms of the guarantee and the content of the notice, and that if the notice clearly demands payment from the personal guarantor in terms of the guarantee, it can be treated as invocation of the guarantee. The relevant extract of the said order is reproduced as follows:-

> "32. *Thus, what has been highlighted by the aforesaid judgment is that it would be the terms and conditions of the agreement executed between the parties with regard to the guarantee which would be relevant to assess as to whether the guarantee has been sufficiently invoked or not. Therefore, whether a guarantee may be invoked by giving notice under Section 13(2) of the SARFAESI Act depends on the terms of the guarantee and the content of the notice. If the notice clearly demands payment from the personal guarantor in terms of the guarantee, it can be treated as an invocation of the guarantee. The facts and the wording of the notice are crucial in this determination."*

21. Applying the above principle to the facts of the present case, this Adjudicating Authority finds that the Section 13(2) Notice dated 05.07.2018, read with the term of the Guarantee, clearly demanded payment from the Respondent in terms of the Guarantee. The Notice was addressed to the Respondent in his capacity as guarantor, referred to the deed of Guarantee dated 22.01.2018, specified the amount, stated "we hereby invoke the guarantee", and called upon him to pay within 60 days. In view of the terms of the deed of Guarantee and the content of the Notice, this Adjudicating Authority holds that the Guarantee was validly and effectively invoked by the Notice dated 05.07.2018. The period of sixty days from 05.07.2018 expired on 03.09.2018, and the default of the Respondent therefore commenced on 04.09.2018.

22. Upon failure of the Respondent to discharge the liability within the said period, a Demand Notice in Form B dated 18.07.2020 was issued to the Respondent under Rule 7(1) of the Rules. It was sent on 20.07.2020 and, as per the India Post tracking report, delivered on 24.07.2020, which is also admitted by the Respondent in his letter dated 06.08.2020. The period of fourteen days expired on 07.08.2020 without payment. Since the date of invocation is 05.07.2018, and the Petition was filed on 24.08.2020, the Petition is within limitation.

23. Accordingly, we are satisfied that the petition filed by the Financial Creditor under Section 95 of the Code is complete and merits admission. The debt and default stand established, and the RP has recommended acceptance of the petition. Consequently, we admit the present petition and order the initiation of the Insolvency Resolution Process against the

Respondent/Personal Guarantor, Jawaharlal Rijhumal Gangaramani, in terms of the directions set out hereunder.

ORDER

I. Initiate the Insolvency Resolution Process against the Personal Guarantor and moratorium in relation to all the debts is declared from today i.e., the date of admission of the Petition and shall cease to have effect at the end of the period of 180 days, or this Adjudicating Authority passes order on the repayment plan under Section 114, whichever is earlier, as provided under Sec 101 of IBC, 2016. During the moratorium period;

   a) Any pending legal action of proceeding in respect of any debt shall be deemed to have been stayed; and
   b) The creditors of the debtor shall not initiate any legal action or proceedings in respect of any debt; and
   c) The debtor shall not transfer, alienate, encumber, or dispose of any of his assets or his legal rights or beneficial interest therein;
   d) The provisions of this section shall not apply to such transactions as may be notified by the Central Government in consultation with any financial sector regulator.

II. **Mr. Anuj Bajpai**, having registration no.: IBBI/IPA-001/IP-P00311/2017-2018/10575, residing at 6th Floor, WeWork Spectrum Tower, Bldg.no11, Chincholi Bunder Road, Malad West, Mumbai Suburban, Maharashtra, 400064. Having email address: **anuj19603@yahoo.co.in**, having AFA valid upto 31st Dec 2026 is appointed as the Resolution Professional. He is directed to cause a public notice to be published on behalf of the Adjudicating Authority, within 7 days from the date of passing of this Order, on the website of

the NCLT, Mumbai Bench, inviting claims from all Creditors within 21 days from the date of such publication. The notice under sub-section (1) of Section 102(2) shall include:

a. Details of the order admitting the application*;*

b. Particulars of the Resolution Professional with whom the claims are to be registered; and

c. The last date for submission of claims.

III. The publication of notice under Section 102(3) shall be made in two newspapers, one in English and the other in Vernacular, which have wide circulation in the State where the Principal Borrower and Personal Guarantor reside. The Resolution Professional shall furnish two spare copies of the notice to the Registry for the record.

IV. The Resolution Professional, in exercise of the powers conferred under Section 104, shall prepare a list of creditors on the basis of:

a. the information disclosed in the application filed by the debtor under Sections 94 or 95, as the case may be, and

b. claims received by the Resolution Professional under Section 102 within 30 days from the date of the notice.

V. The debtor shall prepare a repayment plan under Section 105, in consultation with the Resolution Professional, containing a proposal to the Creditors for restructuring of his debts or affairs. The repayment plan may authorize or require the Resolution Professional to:

a. carry on the debtor's business or trade on his behalf or in his name; or

b. realise the assets of the debtor; or

c. administers or dispose of any funds of the debtor.

VI. The repayment plan shall include the following, namely;

a. justification for preparation of such repayment plan and reasons based on which the creditors may agree upon the plan;
b. provision for payment of fee to the Resolution Professional;
c. such other matters as may be specified.

VII. The Resolution Professional shall submit the repayment plan along with his report on the plan to this Authority within a period of 21 days from the last date of submission of claims, as provided under Section 106.

VIII. In case the Resolution Professional recommends that a meeting of the creditors is not required to be called, he shall record the reasons thereof. If the Resolution Professional is of the opinion that a meeting of the creditors should be summoned, he shall specify the details as provided under Section 106(3) of IBC, 2016. The date of meeting should not be less than 14 days or more than 28 days from the date of submission of the Report under sub- section (1) of Section 106 of IBC, 2016, for which at least 14 days' notice to the creditors (as per the list prepared) shall be issued by all modes. Such notice must contain the details as provided under the provisions of Section 107 of IBC, 2016.

IX. The meeting of the creditors shall be conducted in accordance with Sections 108, 109, 110 & 111 of IBC, 2016. The Resolution Professional shall prepare a report of the meeting of the creditors on the repayment plan with all details as provided under Section 112 of IBC, 2016 and submit the same to this Adjudicating Authority, copies of which shall be provided to the Debtor and the Creditors. It is made clear that the Resolution Professional shall perform his functions and duties in compliance with the Code of Conduct provided under Section

208 of IBC, 2016. The Resolution Professional shall submit his periodic reports before this Adjudicating Authority every 30 days.

X. The Registry is directed to communicate a copy of the Order to the Resolution Professional immediately after the pronouncement of the Order, and upload the same on the website within seven working days after the pronouncement of the Order.

24. In terms of the above, Company Petition (IB) 1185 of 2020 is **admitted,** and the Insolvency Resolution Process stands initiated against the Personal Guarantor.

SD/-

VINAY GOEL
Member (Judicial)
Smeet - LRA

SD/-

CHARANJEET SINGH GULATI
Member (Technical)