IN THE NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH - I

C.P. (IB) NO. 805/MB/2026

Under Section 94 of the Insolvency and Bankruptcy Code, 2016 r/w rule 6 (1) of the Insolvency & Bankruptcy (Application to Adjudicating Authority for Insolvency Resolution Process for Personal Guarantors to Corporate Debtors) Rules 2019.

In the matter of
ARVIND MITHAILAL AGARWAL
Personal Guarantor to M/s Rajrani Steel Casting Private Limited
[CIN: U51420MH2003PTC143324]

….. Personal Guarantor/
Petitioner/ Applicant

ORDER PRONOUNCED ON 18.11.2026

Coram:

Sh. Prabhat Kumar	Sh. Sushil Mahadeorao Kochey
Member (Technical)	Member (Judicial)

Appearances:

For the Petitioner	: Adv. Krish Shah i/b Adv. Karan Singh
For Resolution Professional	: Adv. Prajakta Menezes a/w Adv. Geeta T.
For Intervenor (Axis Finance Limited)	: Adv. Shashvat Agarwal

BRIEF FACTS:

1. The present Company Petition has been filed by Mr. Arvind Mithailal Agarwal (hereinafter referred to as "Personal Guarantor/Petitioner/Applicant"), the Personal Guarantor of the Corporate Debtor, M/s Rajrani Steel Casting Private Limited (hereinafter referred to as "Corporate Debtor"), under section 94(1) of the Insolvency and Bankruptcy Code, 2016 ("the Code"), read with Rule 6(1) of the Insolvency and Bankruptcy (Application to Adjudicating Authority for Insolvency Resolution Process for Personal Guarantors to Corporate Debtors) Rules, 2019 ("IBBI Rules"), seeking to initiate the Insolvency Resolution Process against himself, as the Personal Guarantor of the Corporate Debtor.

2. The Petitioner is an Indian citizen, with his permanent address at Mittal House, Kaut Ghat Road, Near Nashik Hospital, Dr. Homi Bhaba Nagar, Mumbai Naka, Nashik City 4, Taluka - Nashik, District - Nashik, Maharashtra - 422011.

3. The Corporate Debtor herein bears CIN U51420MH2003PTC143324 and was incorporated on 28.11.2003 under the Companies Act, 1956, with its registered office at Plot No. D-130/131, Gat No.52, Malegaon MIDC, Sinner, Nashik, Maharashtra, India - 422103.

4. The Applicant is a Personal Guarantor for the Corporate Debtor in respect of credit facilities provided by Bank of India ("Financial Creditor"). The amount of default, as stated in Part III of the Petition, is Rs. 19,61,00,000/- (Rupees Nineteen Crores Sixty One Lakhs only), and the date of default is stated to be 30.03.2026.

SUBMISSIONS OF THE PETITIONER:

5. It is submitted that in the year 2024, the Corporate Debtor approached Bank of India (hereinafter referred to as the "Financial Creditor") and availed financial facilities comprising a Cash Credit Facility of Rs. 13,00,00,000/- (Rupees Thirteen Crores Only) and a Term Loan Facility of Rs. 6,61,00,000/- (Rupees Six Crores Sixty-One Lakhs Only), aggregating to Rs. 19,61,00,000/- (Rupees Nineteen Crores Sixty-One Lakhs Only), together with applicable interest, charges and other amounts payable thereunder.

6. The Applicant herein is the Personal Guarantor of the Corporate Debtor. To secure the financial facilities availed by the Corporate Debtor from the Financial Creditor, the Applicant executed a Deed of Guarantee dated 19.09.2024 in favour of the Financial Creditor, thereby guaranteeing the repayment of the financial facilities availed by the Corporate Debtor.

7. It is submitted that the Corporate Debtor failed to discharge its repayment obligations in respect of the aforesaid financial facilities within the stipulated time. Consequently, the Corporate Debtor's loan accounts were classified as Non-Performing Assets (NPAs) on 29.03.2026.

8. Thereafter, the Financial Creditor issued a demand notice dated 30.03.2026 under Section 13(2) of the SARFAESI Act, 2000, calling upon the Personal Guarantor to repay the outstanding dues in respect of the financial facilities availed by the Corporate Debtor. It is further submitted that such notice constitutes a valid invocation of the Personal Guarantee as per the Deed of Personal Guarantee dated 19.09.2024.

9. Upon the Corporate Debtor's failure to regularise the loan accounts and discharge the outstanding dues, the Financial Creditor initiated action under Section 13(4) of the SARFAESI

Act, 2002, and issued a notice dated 04.06.2026 for taking symbolic possession of the secured assets. The Financial Creditor also issued a public notice for conducting an auction of the said secured assets on 23.07.2024 towards recovery of its outstanding dues.

10. It is submitted that the Corporate Debtor has, to date, failed to discharge its outstanding debt and repayment obligations towards the Financial Creditor. The liability of the Applicant, in his capacity as Personal Guarantor, under the Deed of Guarantee dated 19.09.2024, is co-extensive with that of the Corporate Debtor and subsists until the guaranteed obligations are duly discharged.

11. In view of the aforesaid continuing liability, the Applicant seeks to repay the amount payable under the Personal Guarantee and intends to propose a repayment plan covering the claims of all his creditors, including the liability arising out of the Personal Guarantee furnished in respect of the debts of the Corporate Debtor, in accordance with the provisions of the Insolvency and Bankruptcy Code, 2016.

12. It is contended that proceedings under Part III of the IBC can be initiated by or against a Personal Guarantor even in the absence of CIRP against the Corporate Debtor, as recognized by the Hon'ble NCLAT in *State Bank of India, Stressed Asset Management Branch Vs. Mahendra Kumar Jajodia, Company Appeal (AT) (Insolvency) Nos. 60 & 61 of 2022*. No application under Section 95 has been filed against the Applicant to date.

13. The Applicant further submitted that the debt in respect of which the present Application is filed does not include any 'excluded debt' as defined under the provisions of the Insolvency and Bankruptcy Code, 2016, namely:

(i) any liability to pay fine imposed by a Court or Tribunal;

(ii) any liability to pay damages for negligence, nuisance, or breach of statutory, contractual or other legal obligations;

(iii) any liability to pay maintenance to any person under any law for the time being in force;

(iv) any liability in relation to a student loan; and

(v) any other debt as may be prescribed under Section 79(15)(e) of the Insolvency and Bankruptcy Code, 2016.

14. On the above grounds, the Applicant has prayed for initiation of insolvency resolution process under Section 94 of the IBC.

SUBMISSIONS OF THE RESOLUTION PROFESSIONAL

15. Vide order dated 17.08.2026, this bench appointed **Mr. Sahil Shanker Agarwal,** having Insolvency Registration No. **IBBI/IPA-003/ICAI-N00392/2022-2023/14074,** to act as the Resolution Professional in the present matter & directed the RP to file a report under Section 99 of the Insolvency and Bankruptcy Code, 2016. Accordingly, the Resolution Professional has submitted his Report vide **IA (I.B.C.) No. 3990 (MB)/2026,** under Section 99(1) of the Insolvency and Bankruptcy Code, 2016, recommending the admission of the application for initiation of the insolvency resolution process against the Personal Guarantor, **Arvind Mithailal Agarwal.** The said Report has been taken on record by this Tribunal vide Order dated 11.09.2026.

16. The Resolution Professional, in accordance with Section 99(6) of the Insolvency and Bankruptcy Code, 2016, has stated that the present application complies with the requirements of Section 94 of the Code.

17. It is further stated by the resolution professional that:

"In view of the foregoing facts, circumstances and findings,

and after undertaking the examination contemplated under Section 99 of the Insolvency and Bankruptcy Code, 2016, the undersigned Resolution Professional is of the considered opinion that the Application filed by Mr. Arvind Mithailal Agarwal under Section 94 of the Code satisfies the statutory requirements prescribed under the Insolvency and Bankruptcy Code, 2016 and the rules framed thereunder. Accordingly, in exercise of the powers conferred under Section 99(7) read with Section 99(9) of the Code, the undersigned recommends that the Hon'ble Adjudicating Authority may be pleased to admit the present Application under Section 100 of the Insolvency and Bankruptcy Code, 2016 and pass such further orders as may be deemed fit and proper in the facts and circumstances of the case."

IA(I.B.C)/4548/2026:

18. The present Interlocutory Application (IA) has been filed by Axis Finance Limited (hereinafter referred to as the 'Intervenor/Objector') against Mr. Arvind Mithailal Agarwal, the main Petitioner/Personal Guarantor (Respondent No. 1 in the present IA), CA Sahil Shanker Agarwal, the Resolution Professional (Respondent No. 2 in the present IA), and the Corporate Debtor (Respondent No. 3 in the present IA), challenging the initiation of the personal insolvency resolution process against the Personal Guarantor and seeking the following principal reliefs:

(c) Reject and dismiss Company Petition (IB) No. 805 of 2026 filed by Respondent No. I under Section 94 of the Insolvency and Bankruptcy Code, 2016, in exercise of the power under Section 100 thereof;

(d) Reject the Report dated 02.09.2026 filed by Respondent No. 2 under Section 99 of the Insolvency and Bankruptcy Code, 2016, and decline to act upon the recommendation contained therein;

19. The Intervenor submits that it had advanced a business loan to the Corporate Debtor pursuant to a Business Loan Agreement (Unsecured) dated 15.07.2025. It is contended that Respondent No. 1 had not furnished any guarantee in favour of the Intervenor. Rather, Respondent No. 1 had executed the said Loan Agreement in the capacity of "Co-Borrower No. 1" and had undertaken to repay the loan jointly and severally with the Corporate Debtor, thereby assuming liability as a principal debtor.

20. The Intervenor further contended that Respondent No. 1 has founded the present Company Petition entirely on the Deed of Guarantee dated 19.09.2024, executed in favour of Bank of India. It is further contended that Respondent No. 1 has included the Intervenor in the list of his creditors without disclosing the material fact that the liability to the Intervenor arises from his status as a co-borrower, not as a personal guarantor. According to the Intervenor, the primary liability of a co-borrower does not constitute a debt arising under a contract of guarantee to a Corporate Debtor within the meaning of Section 5(22) of the Insolvency and Bankruptcy Code, 2016 (IBC/Code).

21. It is further contended that the provisions of Part III of the Code have been brought into force only to the extent they relate to personal guarantors of Corporate Debtors. However, admission of the said Company Petition would nevertheless subject the Intervenor's claim against Respondent No. 1, arising out of his independent liability as a principal borrower, to the moratorium under Section 101 of the Code and the repayment plan

mechanism.

22. The Intervenor further alleges that the Company Petition contains incorrect declarations and material suppression of facts by Respondent No. 1. It is contended that Respondent No. 1 declared that he did not hold any present or past position in the Corporate Debtor and had no directorships, whereas the documents annexed to the Company Petition itself show that he had been associated with the Corporate Debtor as a Director and Promoter since 31.05.2021 and was also employed as a salaried employee therein.

23. The Intervenor further submits that the account statements of Respondent No. 1 show that the Corporate Debtor owes him approximately Rs. 7.97 Crores, whereas Respondent No. 1 owes approximately Rs. 4.62 Crores to his family members, HUF and other persons. However, these liabilities and receivables have allegedly not been disclosed in the Company Petition. In this regard, the Intervenor relies on Regulation 6A of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Personal Guarantors to Corporate Debtors) Regulations, 2019, which is stated to have come into force on 02.06.2026 and requires a complete and true statement of assets, including receivables, to be filed along with an application under Section 94 of the Code.

24. The Intervenor further contends that the said Company Petition was not served upon it, in contravention of Rule 6(2) of the Insolvency and Bankruptcy (Application to Adjudicating Authority for Insolvency Resolution Process for Personal Guarantors to Corporate Debtors) Rules, 2019.

25. It is also alleged that the Report submitted by the Resolution Professional (RP) examines only the guarantee furnished in favour of Bank of India and does not deal with the Intervenor or the other creditors disclosed in the Company Petition. The Intervenor

further submits that Respondent No. 2, the Resolution Professional, has stated on affidavit that he had not undertaken any correspondence or communication with the creditors and had prepared his report solely on the basis of the contents of the Company Petition. According to the Intervenor, Section 99(10) of the Code, as amended with effect from 26.05.2026, requires the Resolution Professional to furnish a copy of his report to the Debtor and the Creditor. However, the Intervenor allegedly received a copy of the RP Report only on 24.09.2026, after this Tribunal had issued directions for service upon the creditors on three occasions. Accordingly, the Intervenor contends that the report, having been prepared and furnished in the aforesaid manner, cannot form the basis for passing an order under Section 100 of the Code.

26. The Intervenor further submits that the said Company Petition was filed on 23.07.2026, approximately seven weeks after Bank of India had taken possession of the secured assets under Section 13(4) of the SARFAESI Act, 2002, and issued a public notice for auction of the said assets.

27. It is further contended that the said Company Petition was filed alongside a parallel petition instituted by Mr. Narendra Mithailal Agarwal, brother of Respondent No. 1 and his fellow co-borrower, being Company Petition (IB) No. 806 of 2026. The Intervenor relies upon the insertion of Section 96(4) of the Code with effect from 26.05.2026 and contends that no interim moratorium is available to a Personal Guarantor and that the moratorium under Section 101 of the Code, which comes into operation upon admission of the application, is the only intended purpose behind filing the said Company Petition. In view of the aforesaid circumstances, the Intervenor seeks rejection of the said Company

Petition, imposition of penalty under Section 183A of the Code and grant of other reliefs as prayed for in the present Interlocutory Application.

FINDINGS:

28. We have considered the submissions advanced by the Intervenor, the contents of the Company Petition filed under Section 94 of the Code, the report submitted by the Resolution Professional under Section 99 of the Code and the material available on record.

29. It is the contention of the intervenor that the petitioner has included the Intervenor in the list of creditors without disclosing that the liability towards the Intervenor arises out of a Business Loan Agreement dated 15.07.2025, under which the Petitioner had executed the agreement as a Co-Borrower and had undertaken to repay the loan jointly and severally with the Corporate Debtor. It is contended that the said liability does not arise out of any contract of guarantee furnished by Petitioner in favour of the Intervenor.

30. Further, it is pertinent to refer to Section 5(22) of the Code, which defines a "*Personal Guarantor means an individual who is the surety in a contract of guarantee to a corporate debtor*". Further, Rule 3(1)(e) of the Insolvency and Bankruptcy (Application to Adjudicating Authority for Insolvency Resolution Process for Personal Guarantors to Corporate Debtors) Rules, 2019, defines a "*Guarantor means a debtor who is a personal guarantor to a corporate debtor and in respect of whom guarantee has been invoked by the creditor and remains unpaid in full or part*". Further, Section 126 of the Indian Contract Act, 1872, defines a *"Contract of guarantee", "surety", "principal debtor" and "creditor" - A "contract of guarantee" is a contract to perform the promise, or discharge the liability, of a third person in case of*

his default. The person who gives the guarantee is called the "surety"; the person in respect of whose default the guarantee is given is called the "principal debtor", and the person to whom the guarantee is given is called the "creditor". A guarantee may be either oral or written". Thus, the liability of a Surety arises under a contract of guarantee in respect of the Principal Debtor's default, whereas a Co-Borrower assumes an independent and direct obligation to repay the loan under the Loan Agreement. Accordingly, the mere fact that the Petitioner is a Co-Borrower under the Loan Agreement does not, by itself, establish that the Petitioner is a Personal Guarantor within the meaning of Section 5(22) of the Code.

31. Upon perusal of the Loan Agreement dated 15.07.2025, placed on record by the Intervenor, we observe that the Petitioner is a Co-Borrower under the said Loan Agreement. We further observe that the liability of a co-borrower and that of a personal guarantor arise from distinct contractual arrangements. A co-borrower assumes an independent repayment obligation under the terms of the Loan Agreement, whereas a personal guarantor undertakes liability pursuant to a contract of guarantee.

32. An individual may incur financial liabilities in different capacities, including as a borrower, co-borrower or personal guarantor. The mere fact that an individual has furnished a personal guarantee in respect of the debt of one Corporate Debtor does not result in all other financial liabilities undertaken by such individual in his personal capacity being treated as liabilities arising under a contract of guarantee. Each such liability must be examined independently with reference to the contractual arrangement under which it arose.

33. Further, the Form A prescribed under Rule 6(1) of the Insolvency

and Bankruptcy (Application to Adjudicating Authority for Insolvency Resolution Process for Personal Guarantors to Corporate Debtors) Rules, 2019, requires the Applicant to furnish particulars of debts on a creditor-wise basis, including the nature of the debt, amount due, amount in default and whether the debt is secured or unsecured. The prescribed form further requires disclosure of the Applicant's secured and unsecured debts, including excluded debts, in the statement of affairs. Thus, the disclosure of other personal financial liabilities is relevant to assessing the Applicant's overall financial position and the resolution of his debts under the statutory framework.

34. Accordingly, the fact that the Applicant has other outstanding liabilities arising from loans availed in his capacity as a Co-Borrower cannot, by itself, be a ground to treat such liabilities as personal guarantee obligations or to reject the application under Section 94 of the Code. However, the Applicant is required to disclose all such liabilities and to establish their nature through the relevant loan agreements and other supporting documents. The liability arising under each such arrangement shall retain its independent contractual character and shall be dealt with in accordance with the applicable provisions of the Code.

35. It is further contended by the Intervenor that the Report submitted by the Resolution Professional does not satisfy the requirements of Section 99 of the Code. In this regard, it is pertinent to note that the report submitted by the Resolution Professional under Section 99 is recommendatory in nature and does not bind this Adjudicating Authority. The Resolution Professional performs a facilitative role of examining the application, collating relevant facts and submitting a report recommending acceptance or rejection of the application. The ultimate adjudicatory function of

determining whether the application is to be admitted or rejected vests with this Adjudicating Authority under Section 100 of the Code. Further, the Hon'ble Supreme Court in ***Dilip B. Jiwrajka v. Union of India & Ors., 2023 INSC 1018,*** has clarified the respective roles of the Resolution Professional and the Adjudicating Authority in proceedings under Sections 94 and 95 of the Code. The relevant observations of the Hon'ble Supreme Court are reproduced hereinbelow:

> "*54. ……..The role under Section 99 which is ascribed to the resolution professional is that of a facilitator and is to gather relevant information on the basis of the application which has been submitted under Section 94 or Section 95 and after carrying out the process which is referred to in sub-section (2), sub-section (4) and sub-section (6) of Section 99, to submit a report recommending the acceptance or rejection of the application. Significantly, the statute has used the expression "examine the application", "ascertain" and "satisfies the requirements" and "recommend" the acceptance or rejection of the application. The use of these expressions leaves no manner of doubt that the resolution professional is not intended to perform an adjudicatory function or to arrive at binding conclusions on facts. The role of the resolution professional is purely recommendatory in nature and cannot bind the creditor, the debtor or, the adjudicating authority.*
>
> *59. The resolution professional submits a report to the adjudicating authority. The report is purely recommendatory in nature and does not bind the adjudicating authority. ……."*

36. It is further contended by the Intervenor that the present Company

Petition is not a bona fide attempt towards insolvency resolution but has been filed with the intention of obstructing and frustrating the recovery proceedings initiated by Bank of India under The SARFAESI Act, 2000. Further, the account of the corporate debtor was classified as NPA on 29.03.2026, followed by issuance of a demand notice under Section 13(2) of the SARFAESI Act on 30.03.2026, recall of the loan facilities on 08.04.2026 and subsequent measures under Section 13(4) of the SARFAESI Act, including issuance of a public notice for auction dated 04.06.2026. It is further pointed out that the present Company Petition was filed on 23.07.2026, along with a parallel petition filed by Mr. Narendra Mithailal Agarwal, being Company Petition (IB) No. 806 of 2026.

37. It is pertinent to note that the initiation of recovery proceedings by a Financial Creditor under the SARFAESI Act, including classification of the account as a Non-Performing Asset, issuance of a demand notice, recall of loan facilities and initiation of measures for enforcement of security interest, does not, by itself, operate as a statutory bar against the Personal Guarantor from invoking the remedy available under Section 94 of the Code, provided that the statutory requirements for maintaining such an application are fulfilled.

38. Hon'ble NCLAT in the case of ***Naseema Bano v. State Bank of India and Ors., (2026) ibclaw.in 212 NCLAT*** held that *the law declared in Getz Cables Pvt. Ltd. Vs. State Bank of India & anr. [(2024) ibclaw.in 766 NCLAT] [CA (AT) (Ins.) No. 1953 of 2024, dated 21.11.2024 will apply on all force, for Section 94 is parallel to Sec. 10 IBC***.** In that case, it was held that **"***There mere fact that application is filed, consequent of which the recovery proceedings may be halted, cannot lead to conclusion*

that intent and purpose of the application is malicious and fraudulent. We, thus, are satisfied that Adjudicating Authority committed error in allowing Section 65 application filed by the SBI."

39. Further, the decision in the case of ***Syed Sirajis Salikin Khadri v. Edelweiss Asset Reconstruction Company Ltd. and Anr., (2025) ibclaw.in 294 NCLAT*** was distinguished by this Tribunal in the case of ***Nirmal D Jain, (2026) ibclaw.in 1879 NCLT*** holding that "*43…. Hon'ble NCLAT upheld the order passed by adjudicating authority after observing that section 94 petition came to be filed after about a decade coinciding with the notice issued for taking possession of mortgaged properties in that case. However, in the present case, it is noted that the financial creditor have acted swiftly to exercise its rights under SARFAESI Act within less than one month of default and proceeded to put the mortgaged properties for auction within 4 months of occurrence of default. The Insolvency and Bankruptcy Code permits a Personal Guarantor to invoke the provisions of Section 94 and seek resolution of his liabilities by placing his assets before the creditors, thereby enabling a fresh financial start, which remedy is distinct from proceedings under the SARFAESI Act. Even though, the present petition as well as earlier dismissed petition were filed on the eve of schedule date of auction, it can not be ignored that the personal guarantor has a right to invoke provisions of IBC for resolution of his insolvency in the manner provided under the Code, and such right can not be taken away merely because of swift action on the part of financial creditor to realise its security interest under SARFAESI Act. We do not find any inordinate delay on the part of the personal guarantor to invoke provisions of IBC for resolution of his insolvency in terms*

of provisions of section 94 of IBC, which provide for time bound resolution of insolvency of guarantors and also allows the creditors a choice to stay away from such process. Hence, we are of considered view that the action of personal guarantor to approach this tribunal for resolution of his insolvency in terms of section 94 of IBC can not be faulted by deciphering an ill motive, which does not seem to exist in the present case."

40. In view of the aforesaid discussion, we do not find any merit in the application filed by Axis Bank.

41. The total outstanding debt as stated by the Applicant is the amount of default as stated in Part III of the Petition is **Rs. 19,61,00,000/- (Rupees Nineteen Crores Sixty One Lakhs only)** and the date of default is stated to be 30.03.2026. The Application is complete in terms of Section 94 read with Rule 6 of the Insolvency and Bankruptcy (Application to Adjudicating Authority for Insolvency Process for Personal Guarantors to Corporate Debtors) Rules, 2019.

42. On perusal of the record, this Bench is satisfied that the Applicant is a Personal Guarantor to a Corporate Debtor; a debt exists, and default has occurred; the Application is maintainable under Section 94 of the Code; and that the debt does not fall within the excluded category under Section 79(15) of the Code.

43. It may be noted that under Section 128 of the Indian Contract Act, 1872, when a default is committed, the Principal Borrower and Surety are jointly and severally liable to the Creditor, and the Creditor has the right to recover its dues from either of them or both of them simultaneously. For benevolent reference, the said section of the Indian Contract Act, 1872 is reproduced below:

"The liability of the surety is co-extensive with that of the

principal debtor, unless it is otherwise provided by the contract."

The Hon'ble National Company Law Appellate Tribunal in the matter of ***State Bank of India Vs. Athena Energy Venture Private Limited*** **in** ***Company Appeal (AT)(Ins) No. 633 of 2020*** observed as under: -

"19. It is clear that in the matter of guarantee, CIRP can proceed against Principal Borrower as well as Guarantor."

ORDER

44. Therefore, in view of the foregoing facts, submissions and findings, **IA (IBC)/4548/2026**, filed by the Intervenor, stands dismissed. We are further of the considered opinion that the present Petition is fit for admission and that the Insolvency Resolution Process ought to be initiated against the Personal Guarantor/Petitioner. Accordingly, we hereby admit **CP (IB) No. 805 of 2026**, filed under Section 94 of the Insolvency and Bankruptcy Code, 2016, and initiate the Insolvency Resolution Process against the Personal Guarantor under Section 100 of the IBC, 2016, by passing the following order:

I. Initiate Insolvency Resolution Process against the Petitioner/Personal Guarantor and moratorium in relation to all the debts is declared, from today i.e. date of admission of the application and shall cease to have effect at the end of the period of 180 days, or this Tribunal 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. The Resolution Professional *viz.* **Mr. Sahil Shanker Agarwal**, having Registration No. **IBBI/IPA-003/ICAI N 00392/2022- 2023/14074**, having Address 56, Sahil, Lendra Park, Ramdaspeth, B/H Shri Ram Bhavan, Nagpur, Maharashtra, 440010 and having E-mail address casahilagarwal@gmail.com and Contact No. 9881061567, is directed to cause a public notice published on behalf of the Adjudicating Authority within 7 days of passing this Order on the website of the NCLT Mumbai Bench, inviting claims from all Creditors, within 21 days of such issue. The Resolution Professional shall discharge the functions/duties casted upon him under the provisions of the Code in this relation within time bound manner and shall be empowered to exercise the powers vested in him for discharge of such functions/duties.

III. The Applicant is directed to deposit INR 75,000/- (Indian Rupees Seventy-Five Thousand) or such amount

as may be agreed between the Resolution Professional and the Applicant into the bank account of the Resolution Professional within one week, towards the Resolution Professional's fees and out-of-pocket expenses, which shall be as approved by the Applicant herein and subsequently confirmed by the Creditors. This shall be subject to the rules and regulations under the provisions of the Insolvency and Bankruptcy Code, 2016.

IV. 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.

V. Ordered accordingly.

SD/-

Sh. Prabhat Kumar
Member (Technical)

SD/-

Sh. Sushil Mahadeorao Kochey
Member (Judicial)

Vipul Ghate