

NATIONAL COMPANY LAW APPELLATE TRIBUNAL
PRINCIPAL BENCH, NEW DELHI

Comp. App. (AT) (Ins) No. 730 of 2026

IN THE MATTER OF:

Aggarwal Ply House

...Appellant(s)

Versus

Techno Fac Contracts Pvt. Ltd.

...Respondent(s)

Present:

For Appellant : Mr. Pratham Mehrotra, Adv.

For Respondents : Mr. Bhupesh N., Rinku N. Adv. for R1

O R D E R
(Hybrid Mode)

22.04.2026: This appeal has been filed against the impugned order dated 25.03.2026 by which a section 9 application filed by the Appellant has been rejected on the ground that interest component cannot be added and the principal amount is less than the threshold as required to be fulfilled by Section 4 of the Code.

2. Ld. Counsel for the Appellant submitted that the invoices which were sent by the OC were duly counter signed by the CD and hence, interest of 24% which was mentioned in the invoices has to be treated to have been accepted by the CD and the claim of the interest was thus fully maintainable.

3. Ld. Counsel for the Appellant has relied before the AA on a judgment of this Tribunal in Prashant Agarwal Vs. Vikash Parasrampur, Sole Proprietor of Chiranjilal Yarns Trading and Ors. and another judgment. The Adjudicating Authority has noticed all relevant judgments including the subsequent judgment of this Tribunal where the judgment of Prashant Agarwal was also noticed and considered in para 16 to 18 of the judgment. The Adjudicating Authority has made following observations :-

“16. However, in subsequent development, the Hon’ble NCLAT in Company Appeal (AT) (Insolvency) No. 386 of 2025-M/S SNJ Synthetics Ltd. v. M/S PepsiCo India Holdings Pvt. Ltd. decided on 07.05.2025, has observed that where interest was sought on delayed payments on the basis of invoices there has to be an element of mutual consent and mutual understanding regarding the agreed interest between the parties. The abovementioned judgement in Prashant Agarwal, Member of Suspended Board of Bombay Rayon Fashions Limited v. Vikash Parasrampur, Sole Proprietor of Chiranjilal Yarns Trading and Ors. (supra) was also considered by the NCLAT in this judgement. The relevant extract of the said judgement is reproduced hereinunder:

“Since there has been no amendment of the Agreement, the terms agreed between the parties in the Supply Agreement prevail over unilateral invoices. Even though invoices can play a crucial role in defining the rights and obligations between parties, however, there has to be an element of mutual consent, which can be discernible from conduct. When the ingredient of levy of interest on delayed payment is absent in the written contract, stipulation of interest payment in invoices can override the written contract only if there is mutual consent and understanding between the parties in this regard which in the present case has not been demonstrated by conduct and practice. There is no evidence of payment of interest by the Respondent which has been substantiated by the Appellant. We are therefore inclined to agree with the Adjudicating Authority that unilaterally generated invoices signed by one party cannot overrun or recast the terms of bi-partite agreements and create binding obligations on the other party to pay interest.”

17. Also, the Hon’ble NCLAT in the matter of Rishabh Through Hari Mohan Gupta v. Sadbhav Engineering Ltd. [2024 SCC OnLine NCLAT 1262] in Company Appeal (AT) (Insolvency) No. 1881 of 2024 decided on 04.11.2024, has observed the following:

“9. We are of the view that invoices which have been sent by the Operational Creditor containing the term of interest cannot be operated against the Corporate Debtor unless there is an agreement for interest or any other document showing that the Corporate Debtor has accepted the obligation for interest.

10. There is nothing to substantiate that the Corporate Debtor has accepted the obligation to pay the interest @24% per month, as claimed by the Operational Creditor.....”

18. This Tribunal referring to the judgements of Hon’ble NCLAT in M/S SNJ Synthetics Ltd. v. M/S PepsiCo India Holdings Pvt. Ltd. (supra) and Rishabh Through Hari Mohan Gupta v. Sadbhav Engineering Ltd. (supra) in the matter of Vishnu Traders, A

Proprietorship Concern of Mr. Ajay Goel v. Shivam Coal Carriers Pvt. Ltd. in Company Petition IB No. 599/(ND)/2024 decided on 21.11.2025, observed the following:

“13. We are of the view that merely because the interest is mentioned in the invoices it cannot be operated against the Corporate Debtor if there is no document to show that the Corporate Debtor has accepted the obligation to pay the interest, then especially the interest amount claimed cannot be considered for the purpose of threshold.”

4. The law is well settled that mere mentioning of interest in unilateral invoices is not sufficient unless there is a consent by the CD or any agreement between the parties to pay the interest or OC satisfy that interest was paid at any point of time. The Adjudicating Authority has rightly dealt with the relevant law in para 16 to 18 as noted above.

5. In the present case, the mere fact that invoices were received and signed by the CD cannot lead to conclusion that CD was liable to pay interest @ 24% as claimed in the invoices. We are of the view that remedy available to the Appellant is to take recourse for recovery of the amount as per the contract between the parties in accordance with law.

6. We further make it clear that any observation in the impugned order with respect to transaction between the parties shall not have effect when issues are raised before the appropriate forum in accordance with law.

Subject to above, the appeal is dismissed. No costs.

**[Justice Ashok Bhushan]
Chairperson**

**[Mr. Barun Mitra]
Member (Technical)**

Sheetal/Manu