

**IN THE NATIONAL COMPANY LAW TRIBUNAL
DIVISION BENCH – II, CHENNAI
CP (IB)/136(CHE)/2024**

*(Filed under Section 7 of the Insolvency and Bankruptcy Code, 2016 r/w Rule 4 of
Insolvency and Bankruptcy Petition to Adjudicating Authority Rules 2016)*

CANARA BANK,
Specialized Mid Corporate Branch,
No. 159 – 162, Kamarajar Salai, Theppakulam,
Madurai, Tamil Nadu – 625 009,
Represented by its Deputy General Manager.

... Financial Creditor

POMMYS GARMENTS (INDIA) LIMITED,
Registered Office at No.5/ 13 B,
Pommys Nagar, Seithur Road, Dhalavaipuram,
Virudhunagar, Tamil Nadu – 626 188.

... Corporate Debtor

Order Pronounce on **02nd May 2025**

CORAM

SHRI JYOTI KUMAR TRIPATHI, MEMBER (JUDICIAL)

SHRI RAVICHANDRAN RAMASAMY, MEMBER (TECHNICAL)

Present:

For Financial Creditor : Mr. M L Ganesh, Mr. S. Arun Kumar, Advocates

For Corporate Debtor : D. Ferdinand, K.M. Aasim Advocates.

ORDER

(Hearing conducted through Hybrid Mode)

1. Under Adjudication is an application filed under Section 7 of Insolvency and Bankruptcy Code, 2016 by **CANARA BANK, SPECIALIZED MID CORPORATE BRANCH** (hereinafter referred to as Financial Creditors) seeking to initiate Corporate Insolvency

Resolution Process against **POMMYS GARMENTS (INDIA) LIMITED**
(hereinafter referred to as "Corporate Debtor").

2. In Part-I of the Petition it is averred that Petitioner/ Financial Creditor, Canara Bank, a nationalized bank through its Specialized Mid Corporate Branch, located at Kamarajar Salai, Theppakulam, Madurai – 625009.
3. In Part-II, the Petitioner states that the Corporate Debtor is a Limited Company incorporated under the Companies Act, 1956. The Registered office of the Corporate Debtor is at No. 5/13 B, Pommys Nagar, Seithur Road, Dhalavaipuram, Virudhunagar – 626188, which is under the jurisdiction of this Tribunal.
4. In Part – III, the Petitioner has proposed Mr. M. Ramaswamy having Registration No. IBBI/IPA-001/IP-P01432/2018-2019/12238 to act as the Interim Resolution Professional.
5. In Part – IV of the Petition, it is stated that the amount in default is Rs.35,49,25,597/- The Date of Default is mentioned as 31.03.2022.
6. It is averred in the Petition that the Corporate Debtor is represented by its directors, Mr. K Raja & Mr. Inico Inbaraj, who are involved in the business of Garments Manufacturing and Marketing. It is stated that, the CD has approached the Petitioner bank and availed the following loans as follows,

Date	Loan Particulars	Amount (In INR)
10.06.2019	OCC/ODBD Loan	Rs. 10,00,00,000/-
14.10.2019	OCC/ODBD Loan (Enhancement of Credit Limit from Rs.10 Crores to Rs.15 Crores)	Rs. 5,00,00,000/-
26.08.2020	Fresh WCDL – CCS Loan – Loan Acc. No.1008753000043	Rs. 1,50,00,000/-
22.12.2020	Fresh WCDL – GECL Loan – Loan Acc. No. 1008703000001	Rs. 13,50,00,000/-
12.10.2021	OCC/ODBD Loan (Renewal of Existing WCL with enhancement from Rs.15 Crores to Rs.20 Crores – Loan Acc. No.1008261001151	Rs. 5,00,00,000/-

7. It is stated that, for loan facilities granted, following persons has given personal guarantee and are guarantors/ mortgagors,

1. Mr. K Raja
2. Mr. Inico Inbaraj
3. Mrs. Shyamala Devi
4. Mrs. Neela Pushpam
5. Mr. Arul Jeganatha

8. It is further submitted that the CD has availed loans from other Banks and Financial Institutions such as KVB Limited, CSB Ltd, HDFC Bank Ltd and the CD had duly registered the Charge over the credit extended with RoC.

9. It is averred that, CD failed to comply with the terms and conditions of the Loan sanctions, and has defaulted in paying the loan amount that lead to classification of the account of the CD into NPA as on 31.03.2022 as per the RBI guidelines.

10. On 04.04.2022, the Petitioner Financial creditor has issued Notice Demanding repayment under Section 13(2) of SARFAESI Act, 2002, followed by issuance of Possession Notice under Section 13(4) on 12.09.2022.
11. Further, the Financial creditor has moved an O.A before DRT, Madurai against the CD which is pending for adjudication and stated that the guarantors/ mortgagors are severally liable to repay the loan as on 28.02.2024 for the sum of Rs.44,11,29,901.41/-
12. It is averred that, the statement of accounts and certificate issued under Banker's Books Evidence Act were filed as annexures to this Petition and stated that the present petition has been filed within 3 years from the date of default.
13. The FC relies upon the following documents to substantiate his pleas as below,
 - i. Record of Default provided by NeSL dated 16.11.2023
 - ii. Bank Statement Certified under Bankers Book Evidence Act, 1891
 - iii. Certificate of Charge registered before RoC, Chennai dated 03.11.2021
 - iv. Supplemental Common Hypothecation Agreement dated 15.10.2019, 07.04.2020, 21.12.2020, 12.10.2021.
 - v. Letter of Renewal dated 06.10.2020.
 - vi. Demand Notice under Section 13(2) of SARFAESI, Act 2002 dated 05.08.2022
 - vii. Statement of Accounts for the Acc. No.1008261001151, 1008703000001 and 1008753000043
 - viii. Form B notice dated 11.12.2023.

14. Based on the above submissions, the Petitioner FC, sought for admission of the CD into CIRP, by allowing the petition.
15. The Corporate Debtor through its Managing Director, Mr. A Inico Inbaraj submitted its reply vide counter dated 24.10.2024.
16. It is averred that, the CD is a premium clothing company which was incorporated in the year 1998 dealing with the Women's wear and Kids wear having business all over India. It is stated that, the CD has strong brand value and market share in Tamil Nadu and has been maintaining banking relationship with the Petitioner FC for over two decades.
17. It is averred that the growing needs of the CD's business required working capital and investment and due to its reliability and credible credit score, the petitioner granted loans and has given the details of loans availed as follows,

S. No.	Date	Nature of Loan	Loan amount
1.	04.04.2020	Working Capital Demand Loan	Rs. 1,50,00,000/-
2.	15.12.2020	Working Capital Term Loan – GECL ECLGS 2.0	Rs. 13,50,00,000/-
3.	11.10.2021	OCC (Open Cash Credit)/ODBD (Overdraft against Book Debts)	Rs. 20,00,00,000/-

18. It is stated that, the petitioner in order to secure the above loans, obtained the following collateral/ securities,

- i. Stocks and Book debts,
- ii. Fifty-one immovable properties owned by both current and former directors,
- iii. Plant and Machinery of the CD along with other movable properties collectively valued at Rs.56,30,00,000/- as per the sanction letter dated 11.10.2021.

19. It is averred that, the petitioner issued a demand notice under SARFAESI Act, demanding Rs.34,92,34,926.76 as on 31.03.2022 when the CD's account was classified as NPA. The CD has sent a reply on 02.05.2022 indicating its financial difficulties that stemmed from the inactions of the Petitioner Financial creditor.

20. It is alleged that, the FC rejected the CD's request for additional funds under Emergency Credit Line Guarantee Scheme 2.0 (Ext.) without providing reasons despite the CD fulfilling the eligibility which adversely impacted the CD's business and recovery efforts. Further it is contended that, the Petitioner without proper consideration dismissed the CD's restructuring proposals.

21. Based on above version, the Respondent CD sought for dismissal of the present petition.

22. In response to the Respondents allegation, the FC submitted its rebuttal vide Rejoinder dated 04.12.2024.

23. The petitioner rebutted that, the Respondent CD has not denied availing of credit facilities and execution of collaterals.

24. It is stated that, during Covid 19 difficulties, the petitioner has sanctioned GECL ECLGS 2.0 loan on 15.12.2020 to the CD followed by enhancing the OCC to the limit of Rs.20 Crores on 12.10.2021
25. It is further stated that, the CD availed OCC/ODBD loan to a tune of Rs.10 Crores on 10.06.2019 and availed another OCC/ODBD Loan to a tune of Rs.5 Crores on 14.10.2019, which enhanced the credit limit from Rs.10 Crores to Rs.15 Crores. It is stated that, even after that, the CD availed another OCC/ODBD Loan to a tune of Rs.5 Crore on 12.10.2021 which renewed the existing WCL with enhancement from Rs.15 Crores to Rs.20 Crores and averted in the lines are averted in the petition.
26. It is rebutted that, apart from the fact that, the petitioner did not extend sanctions at the time of its need, there were no valid grounds for the Respondent CD to challenge the present section 7 petition and sought to allow the same.
27. Heard the Ld. Counsels appearing on behalf of the Parties and perused the documents on record.
28. In the backdrop, we turn to relevant provision of IBC, 2016.

“Section 5 Definition:

(8) “financial debt” means a debt alongwith interest, if any, which is disbursed against the consideration for the time value of money and includes–

- (a) money borrowed against the payment of interest;*
- (b) any amount raised by acceptance under any acceptance credit facility or its dematerialised equivalent;*
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;*

(d) the amount of any liability in respect of any lease or hire purchase contract which is deemed as a finance or capital lease under the Indian Accounting Standards or such other accounting standards as may be prescribed;

29. Section 5(8) stipulates that financial debt is a debt disbursed against consideration for time value of money and the applicant has placed on record hypothecation agreement, Letter of renewal and record of default issued by Nesl to substantiate on the amount to be a financial debt which is due and payable by the corporate debtor.

31 The Applicant has placed on record Nesl report which records as Authenticated from the record of default attached by the Financial Creditor it is evident that there is an existence of 'default' committed by the Corporate Debtor.

EXTRACT OF NESL RECORD OF DEFAULT ANNEXED BY THE FINANCIAL CREDITOR IS AS UNDER:-

NeSL NATIONAL E-GOVERNANCE SERVICES LIMITED
India's First Information Utility

FORM D
RECORD OF DEFAULT (RoD)

(Issued By information utility under sub-regulation (4) of regulation 21 of the Insolvency and Bankruptcy Board of India (Information Utilities) Regulations, 2017)

This Record of Default is issued to the Financial Creditor M/s CANARA BANK in respect of the default of debt as per details given below-

(a) Name of the Submitter:	M/s CANARA BANK
(b) Schedule-2 Bank (Y/N):	Y
(c) Name of Corporate Debtor:	M/s POMMYS GARMENTS INDIA LTD
(d) Unique Debt Identifier Number:	AAACC6106G_1008261001151
(e) Registered Address:	JC Road 112, HO ANNEX, 6th floor .Head office
(f) Total Outstanding Amount:	262969447.74
(g) Default Amount:	262969447.74
(h) Date of Default:	31-12-2021
(i) Status of Authentication of Default:	AUTHENTICATED
(j) Date of Last Acknowledgement of Debt (AoD):	Not Available

Filing of Default (Submission ID No.)	Submitted on	Status of Authentication (Authenticated / Disputed / Deemed to be authenticated)	Authentication completed on
(39)	19-10-2023 18:56:08	AUTHENTICATED Colour Code : GREEN	05-11-2023 00:04:20

NeSL is authorized to issue this record of default and has accordingly affixed its digital signature, as per the provisions of the Insolvency and Bankruptcy Code, 2016 read with Insolvency and Bankruptcy Board of India (Information Utilities) Regulations, 2017, Guidelines for Technical Standards for Performance of Core Services and Other Services and the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2017.

Debt Information	
Type of Debt	Financial
Debt Reference No.	1008261001151
Creditor Location	07016
RM Email	cb7016@canarabank.com
Debt Contract Date	14-06-2019
Debt Start Date	14-06-2019
Asset Classification	D1
Debt Currency	INR
Sanctioned Debt Amount	20,08,18,505.00
Tenure	39
Facility Name	MSME-OD/OCC
Total Outstanding Amount	26,29,69,447.74
Amount Overdue	26,29,69,447.74
Days past due (DPD)	548
Account Closed Flag	NO
Rate of interest	12.50
Lending arrangement	MBA
Sanction Currency	INR
Sub Type - Debt	CCOD
Funded Type	Funded
Security Flag	SECURED



NATIONAL E-GOVERNANCE SERVICES LIMITED

FORM D RECORD OF DEFAULT (RoD)

(Issued By information utility under sub-regulation (4) of regulation 21 of the Insolvency and Bankruptcy Board of India (Information Utilities) Regulations, 2017)

This Record of Default is issued to the Financial Creditor M/s CANARA BANK in respect of the default of debt as per details given below:-

(a) Name of the Submitter:	M/s CANARA BANK
(b) Schedule-2 Bank (Y/N):	Y
(c) Name of Corporate Debtor:	M/s POMMYS GARMENTS INDIA LTD
(d) Unique Debt Identifier Number:	AAACC6106G_1008753000043
(e) Registered Address:	JC Road 112, HO ANNEX, 6th floor Head office
(f) Total Outstanding Amount:	4017145.24
(g) Default Amount:	4017145.24
(h) Date of Default:	08-01-2022
(i) Status of Authentication of Default:	AUTHENTICATED
(j) Date of Last Acknowledgement of Debt (AoD):	Not Available

Filing of Default (Submission ID No.)	Submitted on	Status of Authentication (Authenticated/Disputed/Deemed to be authenticated)	Authentication completed on
(36)	19-10-2023 18:55:07	AUTHENTICATED Colour Code : GREEN	05-11-2023 00:04:24

NeSL is authorized to issue this record of default and has accordingly affixed its digital signature, as per the provisions of the Insolvency and Bankruptcy Code, 2016 read with Insolvency and Bankruptcy Board of India (Information Utilities) Regulations, 2017, Guidelines for Technical Standards for Performance of Core Services and Other Services and the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2017.

Debt Information	
Type of Debt	Financial
Debt Reference No.	1008753000043
Creditor Location	07016
RM Email	cb7016@canarabank.com
Debt Contract Date	07-04-2020
Debt Start Date	08-04-2020
Asset Classification	D1
Debt Currency	INR
Sanctioned Debt Amount	1,50,00,000.00
Tenure	24
Installment Amount	833333
Facility Name	WORKING CAPITAL DEMAND LOANS
Total Outstanding Amount	40,17,145.24
Amount Overdue	40,17,145.24
Days past due (DPD)	548
Account Closed Flag	NO
Rate of interest	10.00
Lending arrangement	MBA
Sanction Currency	INR
Sub Type - Debt	TLON
Funded Type	Funded
Security Flag	SECURED

FORM D
RECORD OF DEFAULT (RoD)

(Issued By information utility under sub- regulation (4) of regulation 21 of the Insolvency and Bankruptcy Board of India (Information Utilities) Regulations, 2017)

This Record of Default is issued to the Financial Creditor M/s CANARA BANK in respect of the default of debt as per details given below-

(a) Name of the Submitter:	M/s CANARA BANK
(b) Schedule-2 Bank (Y/N):	Y
(c) Name of Corporate Debtor:	M/s POMMYS GARMENTS INDIA LTD
(d) Unique Debt Identifier Number:	AAACC6106G_1008703000001
(e) Registered Address:	JC Road 112, HO ANNEX, 6th floor, Head office
(f) Total Outstanding Amount:	50368306.30
(g) Default Amount:	50368306.30
(h) Date of Default:	21-01-2022
(i) Status of Authentication of Default:	AUTHENTICATED
(j) Date of Last Acknowledgement of Debt (AoD):	Not Available

Filing of Default (Submission ID No.)	Submitted on	Status of Authentication (Authenticated / Disputed / Deemed to be authenticated)	Authentication completed on
(27)	19-10-2023 18:53:27	AUTHENTICATED Colour Code : GREEN	05-11-2023 00:04:25

NeSL is authorized to issue this record of default and has accordingly affixed its digital signature, as per the provisions of the Insolvency and Bankruptcy Code, 2016 read with Insolvency and Bankruptcy Board of India (Information Utilities) Regulations, 2017, Guidelines for Technical Standards for Performance of Core Services and Other Services and the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2017.

Debt Information	
Type of Debt	Financial
Debt Reference No.	1008703000001
Creditor Location	07016
RM Email	cb7016@canarabank.com
Debt Contract Date	24-12-2020
Debt Start Date	06-02-2021
Asset Classification	D1
Debt Currency	INR
Sanctioned Debt Amount	13,50,00,000.00
Tenure	19
Facility Name	GUARANTEED EMERGENCE CREDIT LI
Total Outstanding Amount	5,03,68,306.30
Amount Overdue	5,03,68,306.30
Days past due (DPD)	548
Account Closed Flag	NO
Rate of interest	9.25
Lending arrangement	MBA
Sanction Currency	INR
Sub Type - Debt	TLON
Funded Type	Funded
Security Flag	SECURED

FORM D
RECORD OF DEFAULT(RoD)

(Issued By information utility under sub-regulation (4) of regulation 21 of the Insolvency and Bankruptcy Board of India (Information Utilities) Regulations, 2017)

This Record of Default is issued to the Financial Creditor M/s CANARA BANK in respect of the default of debt as per details given below-

(a) Name of the Submitter:	M/s CANARA BANK
(b) Schedule-2 Bank (Y/N):	Y
(c) Name of Corporate Debtor:	M/s POMMYS GARMENTS INDIA LTD
(d) Unique Debt Identifier Number:	AAACC6106G_1008201010627
(e) Registered Address:	JC Road 112, HO ANNEX,6th floor Head office
(f) Total Outstanding Amount:	621615.95
(g) Default Amount:	621615.95
(h) Date of Default:	24-03-2022
(i) Status of Authentication of Default:	AUTHENTICATED
(j) Date of Last Acknowledgement of Debt (AoD):	Not Available

Filing of Default(Submission ID No.)	Submitted on	Status of Authentication(Authenticated/Disputed/Deemed to be authenticated)	Authentication completed on
(20)	19-10-2023 18:53:51	AUTHENTICATED Colour Code :GREEN	05-11-2023 00:04:19

NeSL is authorized to issue this record of default and has accordingly affixed its digital signature, as per the provisions of the Insolvency and Bankruptcy Code, 2016 read with Insolvency and Bankruptcy Board of India (Information Utilities) Regulations, 2017, Guidelines for Technical Standards for Performance of Core Services and Other Services and the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2017.

Debt Information	
Type of Debt	Financial
Debt Reference No.	1008201010627
Creditor Location	07016
RM Email	cb7016@canarabank.com
Debt Contract Date	07-06-2019
Debt Start Date	07-06-2019
Asset Classification	D1
Debt Currency	INR
Sanctioned Debt Amount	5,42,416.00
Tenure	0
Facility Name	CURRENT ACCOUNT- GENERAL
Total Outstanding Amount	6,21,615.95
Amount Overdue	6,21,615.95
Days past due (DPD)	548
Account Closed Flag	NO
Rate of interest	15.70
Lending arrangement	SOLE BANKING
Sanction Currency	INR
Sub Type - Debt	CCOD
Funded Type	Funded
Security Flag	UNSECURED

30. On perusal of the Nesl report which is in code Green ,Authenticated, documents placed on record and In view of the facts as stated supra also in view that the debt is a 'financial debt' which is proved by the Financial Creditor and the 'default' being committed on the part of the Corporate Debtor, this Tribunal is of the considered opinion to proceed with the present case and initiate the Corporate Insolvency Resolution Process in relation to the Corporate Debtor.

31. It has been consistently held by the Hon'ble Supreme Court in *Innoventive Industries Ltd. -Vs- ICICI Bank* and another [(2018) 1 SCC 407] as well as *Mobilox Innovations Pvt. Ltd.. -Vs- Kirusa Software Pvt. Ltd.* [(2018) 1 SCC 353] after going through the Scheme of I&B Code, 2016 in depth in relation to an Application under Section 7 filed by a Financial Creditor as compared to the one filed under Section 9 by an Operational Creditor, that in relation to a Section 7 Application where there is an existence of a 'financial debt' and its default in excess of Rs.1,00,00,000/-, this Tribunal is bound to admit the Application and as a consequence trigger the Corporate Insolvency Resolution Process (CIRP) and in relation to a Section 7 In the present case, it is clear that there is a default on the part of the Corporate Debtor for a sum exceeding Rs.1.0 Crore.

33. For the aforesaid reasons and case laws cited supra, this Tribunal orders to initiate Corporate Insolvency Resolution Process in respect of the Corporate Debtor viz, *Pommys Garments*

34. The Financial Creditor has proposed the name of Mr. M. Ramaswamy having Registration No. IBBI/IPA-001/IP-P01432/2018-2019/12238 Email ID: ramsattirupur@gmail.com as the Interim Resolution Professional (“IRP”) who has also filed his consent in Form – 2 and also upon verification from the IBBI website, it is seen that the said person hold valid Authorization for Assignment till 31.12.2025.

35. Mr. M. Ramaswamy is appointed as the IRP and is directed to take charge of the Corporate Debtor’s management immediately. The IRP is also directed to cause public announcement as prescribed under Section 15 of the IBC, 2016 within three days from the date the copy of this Order is received, and call for submissions of claim by the creditors in the manner as prescribed under Regulation 6 of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016

36. As a consequence of the Petition being admitted in terms of Section 7 of the Code, Moratorium as envisaged under provisions of Section 14(1) and as extracted hereunder shall follow in relation to the Corporate Debtor;

- a. *The institution of suits or continuation of pending suits or proceedings against the respondent including execution of any judgment, decree or order in any court of law, tribunal, arbitration panel or other authority;*
- b. *Transferring, encumbering, alienating or disposing of by the respondent any of its assets or any legal right or beneficial interest therein;*
- c. *Any action to foreclose, recover or enforce any security interest created by the respondent in respect of its property including any action under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002;*
- d. *The recovery of any property by an owner or lessor where such property is occupied by or in the possession of the respondent.*

Explanation:

For the purposes of this sub-section, it is hereby clarified that notwithstanding anything contained in any other law for the time being in force, a licence, permit, registration, quota, concession, clearance or a similar grant or right given by the Central Government, State Government, local authority, sectoral regulator or any other authority constituted under any other law for the time being in force, shall not be suspended or terminated on the grounds of insolvency, subject to the condition that there is no default in payment of current dues arising for the use or continuation of the license or a similar grant or right during moratorium period;

However, during the pendency of moratorium period in terms of Section 14(2) and 14(3) as extracted hereunder;

(2) *The supply of essential goods or services to the Corporate Debtor as may be specified shall not be terminated or suspended or interrupted during moratorium period.*

(2A) *Where the interim resolution professional or resolution professional, as the case may be, considers the supply of goods or services critical to protect and preserve the value of the Corporate Debtor and manage the operations of such Corporate Debtor as a going concern, then the supply of such goods or services shall not be terminated, suspended or interrupted during the period of moratorium, except where such Corporate Debtor has not paid dues arising from such supply during the moratorium period or in such circumstances as may be specified.*

(3) *The provisions of sub-section (1) shall not apply to*

- (a) *such transactions, agreements or other arrangement as may be notified by the Central Government in consultation with any financial sector regulator or any other authority;*
- (b) *a surety in a contract of guarantee to a corporate debtor.*

37. The duration of period of moratorium shall be as provided in Section 14(4) of the Code which is reproduced below for ready reference;

(4) The order of moratorium shall have effect from the date of such order till the completion of the Corporate Insolvency Resolution Process: Provided that where at any time during the Corporate Insolvency Resolution Process period, if the Adjudicating Authority approves the Resolution Plan under sub-Section (1) of Section 31 or passes an order for liquidation of Corporate Debtor under Section 33, the moratorium shall cease to have effect from the date of such approval or Liquidation Order, as the case may be.

38. The IRP is directed to take charge of the Corporate Debtor's management immediately. The IRP is also directed to cause public announcement as prescribed under Section 15 of the IBC, 2016 within three days from the date the copy of this Order is received, and call for submissions of claim by the creditors in the manner as prescribed under Regulation 6 of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016.

39. The IRP appointed shall take in this regard such other and further steps as are required under the Statute, more specifically in terms of Section 15, 17, 18 of the IBC, 2016 and file his report within 30 days before this Bench. The powers of the Board of Directors of the Corporate Debtor shall stand superseded as a consequence of the initiation of the CIRP in relation to the Corporate Debtor in terms of the provisions of IBC, 2016.

40. The IRP shall comply with the provisions of Sections 13(2), 15, 17 & 18 of the Code. The Directors of the Corporate Debtor, its Promoters or any person associated with the management of the Corporate Debtor are/is directed to extend all assistance and cooperation to the IRP as stipulated under Section 19 of IBC, 2016 for the purpose of discharging his functions under Section 20 of IBC, 2016.
41. The IRP shall take custody of the records of information relating to the assets, finances and operations of the Corporate Debtor referred in clause (a) of section 18 and such other information required under regulation 36; and also the assets recorded in the balance sheet of the Corporate Debtor or in any other records referred in clause (f) of section 18 of IBC, 2016 and the personnel of the Corporate Debtor, its promoters or any other person associated with the management of the Corporate Debtor shall provide to the IRP, the list of assets in terms of Regulation 3A of the IBBI (Insolvency Resolution Process of Corporate Persons) Regulations, 2016.
42. The IRP shall conduct the Corporate Insolvency Resolution Process in respect of the Corporate Debtor as stipulated under Chapter VIII of IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016.
43. Based on the above terms, the Petition stands admitted in terms of Section 7 of the Code and the Moratorium shall come into effect as of

this date. A copy of the Order shall be communicated to the Financial Creditor as well as to the Corporate Debtor above named by the Registry. In addition, a copy of the Order shall also be forwarded to IBBI for its records. Further, the Interim Resolution Professional above named shall also be furnished with copy of this Order forthwith by the Registry, who will communicate the initiation of the CIRP in relation to the Corporate Debtor to the Registrar of Companies concerned.

44. Accordingly, CP(IB)/136(CHE)/2024 stands admitted.

-SD-
RAVICHANDRAN RAMASAMY
MEMBER (TECHNICAL)

-SD-
JYOTI KUMAR TRIPATHI
MEMBER (JUDICIAL)