



IN THE NATIONAL COMPANY LAW TRIBUNAL
NEW DELHI BENCH, COURT-III
(IB)-638(PB)/2023

Order under Section 7 of the IBC, 2016, read with Rule 4 of the Insolvency and Bankruptcy (Application to Adjudicating Authority), Rules, 2016.

IN THE MATTER OF:

Mr. Gyan Chandra Misra

Resolution Professional of Mascot Soho Homes Private Limited
(Now Known as Tresco Homes Private Limited)

Having its Registered office at:

B1/H3, Mohan Co-operative Industrial Area,
Mathura Road, Block-B, New Delhi-110044.

..... Applicant /Financial Creditor

VERSUS

Soho Limited

Having its Registered office at:

D-410, Pocket- 16, Sector- 7, Rohini, New Delhi -110085

..... Respondent /Corporate Debtor

Order Pronounced On: 12.08.2025

CORAM:

SHRI BACHU VENKAT BALARAM DAS, HON'BLE MEMBER (JUDICIAL)

SHRI DR. SANJEEV RANJAN, HON'BLE MEMBER (TECHNICAL)

APPEARANCES:

For the Financial Creditor : Mr. Gaurav Mitra, Mr. Abhishek Anand, Adv.

For the Corporate Debtor : Mr. Shree Prakash Sinha, Mr. Rishabh Kumar,
Adv.

ORDER

PER: BACHU VENKAT BALARAM DAS, MEMBER (JUDICIAL)

(IB)-638(PB)/2023

Date of Order: 12.08.2025



1. The present Application has been filed under Section 7 of the Insolvency and Bankruptcy Code, 2016 (“IBC” or “Code”) read with Rule 4 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016 (“Adjudicating Authority Rules”) by Mr. Gyan Chandra Misra, Resolution Professional of Mascot Soho Homes Private Limited, (Now Known as Tresco Homes Private Limited) for initiating the Corporate Insolvency Resolution Process (CIRP), declaring moratorium and for appointment of Interim Resolution Professional against Soho Limited, the Corporate Debtor for the alleged default amount of Rs. 5,59,24,992/- (Rupees Five Crore Fifty Nine Lakh Twenty-Four Thousand Nine Hundred Ninety-Two Only) which was due from the Corporate Debtor as on the date of initiation of the CIRP of the Financial Creditor. As mentioned by the Applicant, in Part-IV of this application, the date of default in the present matter is 21/11/2017, since there was no loan agreement, the amount will be due from the last payment, which was on 21/11/2017.
2. The Corporate Debtor is registered with the Registrar of Companies, Delhi and Haryana, and is therefore within the jurisdiction of this Adjudicating Authority.
3. **Submissions of the Applicant/Financial Creditor:**
 - i. It is submitted that, as per the List of Shareholders, the Corporate Debtor was the shareholder of the Financial Creditor/Applicant, having 34% of shareholding during the FY 2012-2013. The Financial Creditor/Applicant received a loan from Corporate Debtor amounting to Rs. 9,62,27,672/- (Rupees Nine Crore Sixty Two Lakh Twenty-Seven Thousand Six Hundred Seventy-Two only) out of which the Financial Creditor/Applicant had repaid Rs. 2,45,00,000/- (Rupees Two Crore Forty-Five Lakh Only) leaving a credit balance of Rs. 7,17,27,672/- (Rupees Seven Crores Seventeen Lakhs Twenty-Seven Thousand Six Hundred and Seventy-Two only) payable to Corporate Debtor.
 - ii. It is submitted that the shareholding of Corporate Debtor in the Financial Creditor/Applicant increased from 1,020,000 shares to 1,140,000 shares, resulting in a 38% shareholding during the financial



year 2013-2014. The Financial Creditor/Applicant again took a loan from Corporate Debtor amounting to Rs. 88,57,000/- (Rupees Eighty-Eight Lakhs Fifty-Seven Thousand only) and refunded Rs. 5,52,19,455/- (Rupees Five Crore Fifty-Two Lakh Nineteen Thousand Four Hundred Fifty-Five only) leaving a credit balance of Rs.2,53,65,217/- (Rs. Two Crores Fifty-Three Lakhs Sixty-Five Thousand Two Hundred and Seventeen only) payable to Corporate Debtor.

- iii.** It is further submitted that the Financial Creditor/Applicant borrowed Rs. 95,78,393/- (Rupees Ninety Five Lakh Seventy-Eight Thousand Three Hundred Ninety-Three Only) from Corporate Debtor. However, the purpose of this loan remains unknown, similar to previous financial years. The Financial Creditor/Applicant subsequently repaid Rs. 3,49,43,610/- (Rupees Three Crore Forty-Nine Lakh Forty-Three Thousand Six Hundred Ten Only), resulting in a zero credit/NIL balance in the books of accounts. The Corporate Debtor ceased to be the shareholder of the Financial Creditor/Applicant and the two common Directors of the Corporate Debtor and the Financial Creditor resigned from their directorship as well.
- iv.** It is submitted that the Financial Creditor/Applicant extended a loan of Rs. 7,52,16,577/- (Rupees Seven Crore Fifty-Two Lakh Sixteen Thousand Five Hundred Seventy-Seven Only) to the Corporate Debtor. However, no loan agreement was executed. The Corporate Debtor made a payment of Rs. 1,60,98,783/- (Rupees One Crore Sixty Lakhs Ninety Eight Thousand Seven Hundred and Eighty Three Only) leaving a debit balance of Rs. 5,91,17,794/- (Five Crores Ninety One Lakhs Seventeen Thousand Seven Hundred and Ninety Four) payable by the Corporate Debtor to Financial Creditor.
- v.** It is submitted that a loan of Rs. 16,52,198/- (Rupees Sixteen Lakh Fifty Two Thousand One Hundred Ninety Eight Only) was extended by the Financial Creditor to Corporate Debtor. Rs. 47,00,000/- was received by the Corporate Debtor during FY 2016-2017, leaving a debit balance of Rs. 5,60,69,992/- (Rupees Five Crores Sixty Lakhs Sixty



Nine Thousand Nine Hundred and Ninety Two Only) payable by the Corporate Debtor to Financial Creditor/Applicant.

- vi.** It is submitted that Corporate Debtor made a payment of Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand) towards the due loan amount leaving a balance of Rs. 5,59,19,992/- (Rupees Five Crores Fifty Nine Lakhs Nineteen Thousand Nine Hundred and Ninety Two) payable by the Corporate Debtor to the Financial Creditor/Applicant.
- vii.** It is further submitted that a loan of Rs. 5,000/- was extended to Corporate Debtor by the Financial Creditor/Applicant, which resulted in pending dues of Rs. 5,59,24,992/- (Rupees Five Crores Fifty Nine Lakhs Twenty Four Thousand Nine Hundred and Ninety Two).
- viii.** It is submitted that vide order dated 12.01.2022 passed in (IB)-919(ND)/2020 in the case of “Aman Chhabra Vs. Mascot Soho Homes Pvt. Ltd.”, the Corporate Insolvency Resolution Process of the Financial Creditor/Applicant was initiated by this Adjudicating Authority. Further Vide order dated 02.03.2022, this Adjudicating Authority replaced the erstwhile Interim Resolution Professional and appointed Mr. Gyan Chandra Misra as the Resolution Professional.
- ix.** It is submitted that on 13.09.2022 fourth CoC meeting of the Financial Creditor was conducted and a resolution was passed by the CoC members to appoint Mr. Bihari Lal Chakravarti, forensic auditor, to conduct the forensic audit of the Financial Creditor/Applicant.
- x.** It is submitted that the Forensic Audit Report showed that Rs. 5,59,24,992/- (Rupees Five Crore Fifty Nine Lakh Twenty-Four Thousand Nine Hundred Ninety-Two Only) was due from the Corporate Debtor as on the date of initiation of the CIRP of the Financial Creditor.
- xi.** Hence the present Application.

4. Submissions of the Respondent/Corporate Debtor:

- i.** The Respondent/Corporate Debtor, has filed its reply affidavit denying the allegations made by the Applicant and submitted that the present application is not maintainable in as much as the Applicant is not a



Financial Creditor in terms of Section 5(7) of IBC, 2016 and neither the alleged debt is Financial Debt as defined under Section 5(8) of IBC, 2016.

- ii.** It is submitted that the Resolution Professional, Shri Gyan Chandra Mishra has filed IA-3431/2023 in (IB)-919(ND)/2020 titled as “Gyan Chandra Mishra Vs. Soho Ltd. & Ors.” under Section 66 of the IBC, 2016 praying for declaring the transaction of Respondent herein and Mascot Soho Homes Pvt. Ltd. (new name stated to be Tresco Homes Pvt. Ltd.) for Rs. 5,59,24,992/- as fraudulent transaction titled as “Aman Chhabra Vs. Mascot Soho Homes Pvt. Ltd.” It is further submitted that during the pendency of IA-3431/2023, the present application under Section 7 of the IBC, 2016, is premature.
- iii.** It is submitted that the name of the Corporate Debtor underwent several changes on multiple occasions during the period ranging from 2008 to 2016. On 12.06.2008, “M/s. Soho Infratech Pvt. Ltd.” was incorporated, of which Mr. B.P. Singh and one Shri Ranjan Kumar (since deceased) were the initial Directors and were holding equal shares. The name of M/s. Soho Infratech Pvt. Ltd. was changed from time to time. With effect from 15/03/2012, 100% shareholding in the said company was held by Mr. B.P. Singh and his wife, Mrs. Vineeta Singh. It is noted that the name of M/s. Soho Infratech Pvt. Ltd. was later changed to “M/s. Soho Foods & Beverages Pvt. Ltd.”. It further changed to “M/s. Sohomascot Foods Pvt. Ltd.” and thereafter to M/s. Soho Mascot Foundation Pvt. Ltd. and ultimately w.e.f. 05/01/2016, it was “Soho Foundation”.
- iv.** It is submitted that M/s. Soho Foods and Beverages Pvt. Ltd., through its Director, Mr. B.P. Singh, had applied for lease of a parcel of land at Greater Noida on 15/10/2013 from the Greater Noida Authority. Allotment letter was issued on 05/08/2014 and it was an institutional plot.
- v.** It is submitted that to exploit their potential to execute large-scale real estate projects, both residential and commercial, the Respondent company joined hands with one Globus Group (Directors Mr. Virendra



Kumar Kaushik and Mr. Sukhbeer Singh) and M/s. Mascot Group (Director Mr. Mritunjay Kumar). Such joining of hands resulted in a change in the shareholding of M/s. Soho Foundation (later name) and the authorized capital of the said company was increased to Rs. 50 lakhs from the earlier authorized capital of Rs. 5 lakhs. Accordingly, the erstwhile shareholders transferred their shares in the manner as reflected below:

TRANSFER OF SHARES AS ON 15/04/2014

S.N.	Name of transferor	Name of transferee	No. of shares	Per share value	Amount (Rs)
01.	B.P. Singh	Soho Limited	3333	10	33,330/-
02.	B.P. Singh	Mascot Soho Homes Pvt. Ltd.	1	10	10/-
03.	B.P. Singh	Mascot Realtech Pvt. Ltd.	1666	10	16,660/-
04.	Vineeta Singh	Mascot Realtech Pvt. Ltd.	1667	10	16,670/-
05.	Vineeta Singh	Globus Sales India Pvt. Ltd.	3333	10	33,330/-

- vi.** It is submitted that Shri Mritunjay Kumar, Shri Virendra Kumar Kaushik and Shri Sukhbeer Singh were made Directors of the above company on 11/07/2014. Another Director, namely Shri Dileep Kumar Singh, resigned on 15/07/2014. The name of the company was changed to M/s. Sohomascot Foods Pvt. Ltd. vide certificate of incorporation pursuant to change of name dated 07/08/2014.
- vii.** It is submitted that as on 12.12.2014, there were 5 shareholders in the Applicant company namely M/s. Mascot Realtech Pvt. Ltd., M/s. Soho Ltd., Mr. Kedar Nandan Chaudhary, Mr. Sukhbeer Singh, M/s. Globus Sales India Pvt. Ltd.
- viii.** It is submitted that on 12.05.2015 lease was executed for the parcel of land for which an allotment letter was issued on 05.08.2014 by the Greater Noida Authority.
- ix.** It is submitted that due to differences all the three groups, i.e., Soho Ltd., Mascot Realtech Pvt. Ltd., and Globus Sales India Pvt. Ltd. decided to part their ways amicably. Mascot Group (Mr. Mritunjay Kumar) opted all out completely from the association. Accordingly, a



Settlement Deed dated 01.08.2015 was entered into between the Respondent i.e. Soho Limited through its Director Mr. B. P. Singh, M/s. Mascot Realtech Pvt. Ltd., through its Director Mr. Mritunjay Kumar and M/s. Globus Sales India Pvt. Ltd. through its Director Sukhbir Singh.

- x.** It is submitted that three companies i.e. the confirming parties, the first (Soho Ltd.), second (Mascot Realtech Pvt. Ltd.), and third (Globus Sales India Pvt. Ltd.) had 33% shares each and had an equal number of Directors. The arrangement indicates that the Mascot Realtech Pvt. Ltd. became the sole responsibility of Shri Mritunjay Kumar who got the entire shareholding of M/s. Mascot Soho Homes Pvt. Ltd. (Applicant herein), which was to complete the project, Manorath. The rest two companies i.e., the Respondent and M/s. Globus Sales Pvt. Ltd. had the exclusive responsibility to run the school and complete the project, Misty Heights, respectively.
- xi.** It is submitted that the settlement deed dated 01/08/2015 is an admitted document which is part of CP-47/241/PB/2023 pending before this Adjudicating Authority, which was filed pursuant to the order dated 17/11/2022 in CP-303/241-242/PB/2018. The Settlement Deed is also part of CP-303/241-242/PB/2018.
- xii.** It is submitted that perusal of Annexure-VII of the agreement dated 01/08/2015 indicates that M/s. Mascot Realtech Pvt. Ltd. through M/s. Mascot Soho Homes Pvt. Ltd. (Applicant herein) was to pay Rs. 7,64,24,500/- to the Respondent company on or before 31/07/2015 and 20/09/2015 as per the break-up given. Further, sub annexure(b) of VIII of the agreement dated 01/08/2015, the liability of the Applicant on Soho Mascot Foundation to the extent of Rs. 20,64,24,487/- was to be borne by the Respondent Company and in lieu of that, the school land was given to the Respondent. Besides, annexure X of the agreement dated 01/08/2015 indicates that the Respondent company was entitled to 10 flats in Manorath project which belonged to the Applicant company for a total consideration of Rs. 3,71,10,000/- out of which Rs. 1,66,14,090/- was already paid by



the Respondent and the balance Rs. 2,04,95,910/- was to be paid by the Respondent or its nominee at the time of offer of possession. In a nutshell, the Applicant was to pay the Respondent company Rs. 7,64,24,500/- by way of adjustment of account; however, the entire sum as agreed was not paid.

- xiii.** It is submitted that Applicant through its Director, Mr. Mritunjay Kumar, vide e-mail dated 14.01.2017, informed the Respondent that all accounts are required to be settled in the books of both the concerns through a separate agreement by incorporating the data given in the attached sheet. It also mentioned that all the original documents and NoC mention that there are no dues on MSHPL (Applicant) by the buyers who had cancelled their units. It is further contended that the loan liability sheet was required to be checked and destroyed. It further wanted the Respondent to give an undertaking that for those customers/investors whose money was still lying with the books shall be refunded/settled and the Applicant will not be responsible against any dues in the future. This should be seen in the light of sub-annexure (b) of VIII, which was also incorporated in the sheet attached with the e-mail dated 14/01/2017. It is reiterated that the amount as mentioned was not a debt for which recourse to Section 7 of the IBC, 2016 could have been taken. It is further noted that the e-mail dated 14/01/2017 further refers to the flats as mentioned in Annexure X of the agreement dated 01/08/2015.
- xiv.** It is submitted that pursuant to the above-referred e-mail dated 14.01.2017, the Respondent and the Applicant entered into an MOU dated 28.11.2017, incorporating certain terms for which mutually adjustable entries were to be shown in respective books of accounts, balance sheet, etc. It was agreed that the Applicant was to pay a sum of Rs. 7,64,24,500/- to the Respondent after adjusting Rs. 13 Crores towards the cost of the land of Soho Foundation. The parties further agreed that such liability was to be reduced with mutual consent. It is to be noted that the Applicant provided less money to the Respondent on that count, to which the Resolution Professional is claiming to be



the loan given by the Applicant to the Respondent without any documentation. It is noted that the Respondent has a Xerox copy of the MOU dated 28/11/2017, as the original was taken away by the RP for M/s. Maple Realcon Pvt. Ltd.

- xv.** It is submitted that the Respondent was facing difficulty in the absence of the documents; a letter dated 04/03/2019 was addressed by the then Director of M/s. Soho Infrastructure Pvt. Ltd., namely Mr. Dileep Kumar Singh, to the RP for M/s. Maple Realcon Pvt. Ltd. It is further submitted that RP vide letter dated 06/03/2019 informed that the files pertaining to M/s. Soho Group of Companies was obtained on 04/09/2018 and he had already returned to Mr. Sukhbeer Singh 94 files on 22/10/2018. In a nutshell, it be noted that the original of the referred MOU dated 28/11/2017 is either with the RP or with Mr. Sukhbeer Singh.
- xvi.** It is submitted that the transaction in question is not a Financial Debt as no money was borrowed from the Applicant, rather the reduced amount than as mentioned in the settlement agreement dated 01/08/2015, was paid to the Respondent. In compliance of the MOU dated 28/11/2017, the Respondent cleared the dues of the said persons as referred to in sub-annexure (b) of annexure VIII of the Settlement Agreement dated 01/08/2015 gradually. The amount as mentioned was initially referred as loan/advances from related parties to incorporate the conditions of agreement dated 01/08/2015 and gradually the claim of the said parties qua the Applicant were satisfied by the Respondent and accordingly, the same are not being shown in its ITR and balance sheet for the assessment year ending 31/03/2022 and 31/03/2023.
- xvii.** It is submitted that there is no record of any forensic audit allegedly carried out. In any view of the matter, the Respondent was never issued notice by any auditor asking for its response on the issue.
- xviii.** It is submitted that the alleged ledger of the Applicant is wrongly prepared without there being any corresponding documents.



- xix.** It is submitted that the document of transaction/settlement/adjustment is the settlement agreement dated 01/08/2015 and MOU dated 28/11/2017 which was entered into in continuance of agreement dated 01/08/2015. So far the alleged loan of Rs. 5,000/- given in financial year 2021-22 is concerned; it is to be noted that the Respondent was surprised to see the SMS from the bank in this regard and accordingly, immediately wrote e-mail dated 18/01/2022 to the bank as well as Mr. Mritunjay Kumar and others of Applicant Company in which it was categorically mentioned that the said transaction is for the purpose of manipulation and criminal conspiracy and it was requested that the said amount be returned to the sender. It is noted that the said account is frozen because of NPA and therefore, the Respondent is not in a position to access the same.

5. Rejoinder Submissions on behalf of the Applicant:

- i.** It is submitted that Corporate Debtor was a related party of the Financial Creditor, being a shareholder of the Financial Creditor during the period 2012-2015 and having common directors.
- ii.** It is submitted that from the time the Corporate Debtor became the shareholder of the Financial Creditor, the Financial Creditor took a loan from the Corporate Debtor; however, the entire loan was repaid by the Financial Creditor during the Financial Year 2014-2015. Further, the Corporate Debtor ceased to be the shareholder of the Financial Creditor and thereafter, the Corporate Debtor carried on various transactions between the financial year 2015-16 to 2021-22.
- iii.** It is submitted that during the Financial Year 2015-16 and 2021-22 wherein the Applicant has granted loans and advances to the Respondent without any underlying loan agreements and have not charged any interest on the same and the same has been reflected in the balance sheet of the Respondent for the Financial Year ending 2015-2016, 2016-2017, 2017-2018, 2018-2019, 2019-2020 and 2020-2021 under "Note 3: Long Term Borrowings". It is evident that the Respondent is taking shelter under the terms and conditions of the



Settlement Agreement dated 01/08/2015 which has no connection with the loans extended by the Applicant to the Respondent in friendly capacity without any interest. It is denied that the Applicant has to pay Rs. 7,64,24,500/- (Rupees Seven Crores Sixty Four Lakhs Twenty Four Thousand Five Hundred only) as the same has not been reflected in the Balance Sheet of the Respondent.

- iv.** It is submitted that in Para 1.5 of the Settlement Agreement dated 01/08/2015, it is clearly stated that "*The amount due and payable as per the terms and conditions by M/s Mascot Realtech Private Limited to SL which is mentioned in summery of settlement deed and described and settled paid mentions in Annxure VII which shall be a part of this agreement... If MRPL fail to make payment according to the annexure the MRPL shall pay penalty of Rs. 100000/- (Rupees One Lakh) per day up to 5 day and thereafter for next five day Rs. 2000000/- (Rs. Twenty Lakh) per day.*"

Therefore, it is clear that the amount of Rs. 7,64,24,500/- (Rupees Seven Crores Sixty Four Lakhs Twenty Four Thousand Five Hundred only) is not payable to the Applicant to the Respondent; rather, it is payable by M/s Mascot Realtech Private Limited.

- v.** It is submitted that the base document of the transactions between the Applicant and the Respondent is the Settlement Agreement dated 01/08/2015 and the MoU dated 28/11/2017. The copy of the MoU dated 28/11/2017 filed in the Reply is not a genuine document and it has been created on stamp paper, where it is not mentioned in whose favour the stamp paper was procured and what is the purpose of the stamp paper. Further, as informed by Mr. Mritunjay Kumar (alleged signatory to said MoU), the said MoU has never been prepared nor has it been executed. Accordingly, the veracity of said MoU is questionable.
- vi.** It is submitted that the Respondent has only repaid Rs. 2,09,48,783/- (Rupees Two Crores Forty Eight Lakhs Seven Hundred Eighty Three) in the Financial Year 2015 to 2018. The last payment received from the Respondent was Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand), and no payment was received thereafter from the Respondent.



According to the Settlement Agreement dated 01/08/2015, the balance of Soho Limited was NIL. Therefore, these payments made by the Respondent to the Applicant were against the loans granted.

6. Analysis and Findings

- i.** We have heard the Ld. Counsel for both parties. We have also perused the records.
- ii.** The present Application was listed on 25.10.2024 seeking clarification, and the following order was passed by the Hon'ble Principal Bench, NCLT:

“4. We require the Applicant/RP Mr. Gyan Chandra Mishra to provide the clarification upon the following aspects by way of affidavit within one week of this order:

a. Disclose the present shareholding in Mascot Soho Homes Pvt. Ltd (Now Known as Tresco Homes Pvt. Ltd)

b. In the settlement deed dated 01.08.2015, it has been mentioned that M/s Mascot Realtech Pvt. Ltd through M/s Mascot Soho Homes Pvt. Ltd (Now Known as Tresco Homes Pvt. Ltd) was required to pay a sum of Rs. 7,64,24,500/- to Soho Limited. Ld. Counsel for the Applicant/RP is required to clarify the same and disclose the Relationship between Mascot Soho Homes Pvt. Ltd (Now Known as Tresco Homes Pvt. Ltd) and Mascot Realtech Private Limited.

c. It is strange that even after Respondent Soho Limited ceased to be a shareholder of Mascot Soho Homes Pvt. Ltd in the financial year 2014-15, the applicant Mascot Soho Homes Pvt. Ltd continued granting various loans and advances to Soho Limited. The Ld. Counsel for the Applicant/RP is directed to clarify the same.

d. The Settlement deed dated 01.08.2015 and MOU dated 28.11.2017 provides that the total dues of applicant to be settled by the applicant was Rs. 20,64,24,487/-. Out of this amount a sum of Rs. 9,45,000 was paid. Further the value of school land



was taken as Rs. 13,00,00,000/- as the same was given to respondent making an amount of Rs 7,54,79,500/- as due amount to be paid by applicant to respondent. The present transaction arrangement between the parties appears to be not of granting loan but adjustment entries made towards each other for the money disbursed, Further the status of Settlement Deed dated 01.08.2015 is not clear from the pleadings on record, Ld. Counsel for the Applicant is directed to clarify the same and how the debt and default is proved in the instant case.

e. The Status of Record of default as filed with the NeSL.

f. Ld. Counsel for RP is also required to clarify as to whether the RP has taken approval from the CoC of M/s Mascot Soho Homes Private Limited (now known as Tresco Homes Private Limited) before filing the present application or not.

5. Ld. Counsel for the CD is also directed to file the financial statements of the CD, as filed with the ROC for the year ending March, 2021 and March, 2022 as from the attached documents to reply as Annexure R/10 the balance sheet and profit and loss account is missing for the year ending March, 2021 and March 2022.”

- iii.** In compliance of the order dated 25.10.2024, the Learned Counsel for the Respondent/Corporate Debtor submitted a list of documents dated 15.11.2024 without an accompanying affidavit, and placed on record the audited balance sheets for FY 2020–21 and FY 2021–22, along with a certificate issued by the Chartered Accountant dated 28.08.2024.
- iv.** In compliance of the order dated 25.10.2024, the Learned Counsel for the Applicant/RP filed an Affidavit dated 27.11.2024 and submitted that as on the date of initiation of CIRP of Mascot Soho Homes Private Limited (now known as Tresco Homes Private Limited), the shareholding pattern is as under:



S. No.	Name of Shareholder	No. of Equity Shares (FV of Rs. 10 each)	%
1	Dheeraj Sharma	4949505	99%
2	Subodh Ray	49995	1%
	Total	4999500	100

- v. The Learned Counsel for the Applicant/RP clarified that the present Applicant/Financial Creditor, herein, is itself under CIRP and now being managed by the Resolution Professional. The Settlement Deed dated 01/08/2015 was entered much before the initiation of CIRP of Financial Creditor and the Resolution Professional is not privy to the said Settlement Agreement. The said Settlement Agreement was not disclosed to the Resolution Professional either by the ex-management of the Financial Creditor or by the Corporate Debtor during the course of the forensic audit; accordingly, the Resolution Professional cannot confirm the veracity of said Settlement Deed. The Resolution Professional mainly relied on the balance sheet of the Financial Creditor. As disclosed in the Settlement Agreement attached by the Corporate Debtor, Mascot Real Tech Private Limited was the shareholder of the Mascot Soho Homes Private Limited and used to hold 32.33% shares. The said shares were transferred during the financial year 2016-2017.
- vi. The Learned Counsel for the Applicant/RP further clarified that it can be safely presumed from the books of account of the Financial Creditor and balance sheet of the Corporate Debtor/Respondent, that the transaction involvement between the parties was not an adjustment entry as there were loan granted by the Financial Creditor and Corporate Debtor has repaid certain amount of loan, had it been adjustment entries why Corporate Debtor repaid certain loan, further the balance sheet of Financial Creditor and the Corporate Debtor in unequivocal terms showed that as Loan. The details of the Loan granted and repayment have been reproduced as under:



FY 2015-16	7,52,16,577/-	1,60,98,783/- (5,91,17,794/- Dr. balance payable by CD to FC at the end of the FY 2015-16)
FY 2016-17	16,52,198/-	47,00,000/- (5,60,69,992/- Dr. balance payable by CD to FC at the end of the FY 2016-17)
FY 2017-18	Nil	1,50,000 (5,59,19,992/- Dr. balance payable by CD to FC at the end of the FY 2017-18)
FY 2021-22	5000/-	NIL (5,59,24,992/- Dr. balance payable by CD to FC at the end of the FY 2021-22)

Further, Resolution Professional also relied on the audited balance sheet of the Respondent to prove that the transaction were for loan:

S. No.	Financial Year	Amount (Rs.)	Notes/Particulars	Annexure No. with Page
1	2016-2017	5,91,17,794	Under heading Note-3 Long Term Borrowing	
2	2017-2018	5,63,69,992	Under heading Note-3 Long Term Borrowing	
3	2018-2019	5,53,69,992	Under heading Note-3 Long Term Borrowing	
4	2019-2020	5,53,69,992	Under heading Note-3 Long Term Borrowing	
5	2020-2021	5,53,69,992	Under heading Note-3 Long Term Borrowing	

- vii.** The Learned Counsel for the Applicant/RP submitted that during the 5th CoC Meeting of the Financial Creditor held on 28th January 2023,



the Resolution Professional informed the CoC that necessary application will be filed against SOHO Homes Private Limited.

- viii.** The learned counsel for the Respondent/Corporate Debtor submitted that the Respondent filed a response/reply affidavit dated 23.01.2025 to the clarification affidavit dated 27.11.2024, filed by the Applicant with respect to the clarification sought by the Hon'ble Principal Bench, NCLT vide order dated 25.10.2024.
- ix.** It is a matter of record that the Hon'ble Principal Bench heard the arguments advanced by both parties and accordingly reserved the orders on 28.08.2024. Subsequently, vide clarification order dated 25.10.2024, certain clarifications were sought from the parties. However, in light of the failure on part of the Learned Counsel for the Applicant to comply with the said clarification order, the matter was de-reserved on 02.12.2024. Subsequently, on 17.02.2025, the instant matter was received by this Adjudicating Authority upon transfer from the Hon'ble Principal Bench. On 14.05.2025, both parties concluded their submissions, and thereafter, the matter was reserved for orders by this Adjudicating Authority on 10.06.2025.
- x.** Mr. Gaurav Mitra, Learned Counsel appearing on behalf of the Applicant/Resolution Professional, submitted that the Financial Creditor had extended an aggregate loan amount of Rs. 7,52,16,577/- to the Corporate Debtor, despite the absence of loan agreement. Against this amount, the Corporate Debtor remitted Rs. 1,60,98,783/-, thereby leaving an outstanding balance of Rs. 5,91,17,794/-. Subsequently, the Financial Creditor disbursed an additional loan of Rs. 16,52,198/- to the Corporate Debtor, which was met with a repayment of Rs. 47,00,000/-, bringing the total outstanding to Rs. 5,60,69,992/-. A further payment of Rs. 1,50,000/- was made by the Corporate Debtor, reducing the payable sum to Rs. 5,59,19,992/-. Thereafter, an additional loan amount of Rs. 5,000/- was advanced, culminating in a final outstanding liability of Rs. 5,59,24,992/- as on date.



The existence of the financial transactions in question stands duly established by documentary evidence, including a copy of the ledger account of the Corporate Debtor maintained in the books of the Financial Creditor, the bank statement of the Financial Creditor, the audited balance sheets of the Corporate Debtor for FY 2020–21 and FY 2021–22, and the balance sheet of the Financial Creditor for the financial year ending 31.03.2022. Additionally, the Learned Counsel for the Financial Creditor has placed reliance upon the certificate issued by the Information Utility (NeSL) under Section 215 of the Insolvency and Bankruptcy Code, 2016, to further substantiate the existence of financial debt as well as default thereunder.

- xi.** Learned Counsel for the Respondent, Mr. Shree Prakash Sinha, in rebuttal, submitted that the Applicant does not qualify as a Financial Creditor within the meaning of Section 5(7) of the Insolvency and Bankruptcy Code, 2016 (IBC), and that the alleged debt does not fall within the definition of 'Financial Debt' as provided under Section 5(8) of the IBC. It was further contended that there exists neither a legally subsisting debt nor any default on the part of the Respondent as defined under Section 3(11) and Section 3(12) of the IBC.

Learned Counsel also argued that the cause of action for initiating the CIRP purportedly arose on 21.11.2017, whereas the present application under Section 7 of the IBC has been instituted only on 15.07.2023, much beyond the prescribed period of limitation. Hence, the instant proceedings are liable to be dismissed on the grounds of limitation.

Additionally, it was submitted that there exists no loan agreement evidencing the financial transaction between the parties. As a matter of settled law, for a claim to qualify as a Financial Debt under Section 5(8) of the IBC, it must satisfy the twin conditions of (a) disbursal of funds, and (b) such disbursal being for a consideration of time value of money. The Respondent asserts that neither of these conditions is fulfilled in the present case.



- xii.** Upon examination of the records, it is observed that the present Application under Section 7 of the Insolvency and Bankruptcy Code, 2016 was filed on 16.10.2023. As indicated by the Applicant in Part IV of the Application, the date of default is stated to be 21.11.2017, which finds corroboration through the certificate issued by the Information Utility (NeSL). A bare perusal of the Balance Sheets of the Corporate Debtor for the financial years ending on 31.03.2020 and 31.03.2021 reveals that an outstanding amount of ₹5,53,69,992/- is reflected in favour of the Financial Creditor, Mascot Soho Homes Pvt. Ltd., under the head 'Long Term Borrowings', further substantiating the claim of Financial Debt.
- xiii.** The Ld. Counsel for the Applicant relied upon the judgment of the Hon'ble Supreme Court in the matter of **Dena Bank vs. C. Shivkumar Reddy & Anr.** reported in (2021) 10 SCC 330, wherein it was held that *"116. It is well settled that entries in books of accounts and/or balance sheets of a corporate debtor would amount to an acknowledgment under Section 18 of the Limitation Act. In Asset Reconstruction Co. (India) Ltd. v. Bishal Jaiswal authored by Nariman, J., this Court quoted with approval the judgments, inter alia, of Bengal Silk Mills Co. v. Ismail Golam Hossain Ariff. ["Bengal Silk Mills" and in Pandam Tea Co. Ltd., In re, the judgment of the Delhi High Court in South Asia Industries (P) Ltd. v. Krishna Shamsher Jung Bahadur Rana and the judgment of the Karnataka High Court in Hegde & Golay Ltd. v. SBI and held that an acknowledgment of liability that is made in a balance sheet can amount to an acknowledgment of debt".*
- xiv.** Applying the Law laid down by the Hon'ble Supreme Court of India in **Dena Bank** (supra), it is seen that the Corporate Debtor has acknowledged the liability in terms of Section 18 of the Limitation Act, 1963 which reflected in the Balance Sheet of the Corporate Debtor, therefore it amounts to an acknowledgment of liability as defined under Section 18 of the Limitation Act, 1963.



This laid down a binding precedent confirming that such financial disclosures constitute a valid and legal acknowledgment of debt, thereby extending the period of limitation for initiating proceedings.

The legal position in this regard stands crystallized, and any assertion to the contrary would be untenable. Accordingly, in the present matter, the inclusion of the debt in the Corporate Debtor's audited balance sheets must be construed as a continuing acknowledgment, and hence, the proceedings initiated by the Applicant fall well within the prescribed period of limitation.

- xv.** Having regard to the material placed on record, we are satisfied that the Financial Creditor extended financial facilities to the Corporate Debtor, creating a debtor-creditor relationship within the purview of the IBC, 2016.

The nature and structure of such financial disbursement are duly evidenced by contemporaneous documents, inter alia, the Bank Statement of the Financial Creditor and the audited Balance Sheets of the Corporate Debtor for the financial years ending 31st March 2020 and 31st March 2021.

The Corporate Debtor, having availed and acknowledged receipt of the said financial assistance, is duly liable to comply with the repayment obligations. It is substantiated that the outstanding debt continues to be reflected in the audited financial statements of the Corporate Debtor across the relevant financial years, thereby reinforcing the subsistence of the liability.

- xvi.** The Ld. Counsel for the Applicant take us through the Judgment passed by the Hon'ble NCLAT in the matter of **M/s Agarwal Polysacks Ltd. vs. M/s K.K. Agro Foods and Storage Limited, Company Appeal (AT) (Ins.) No. 1126 Of 2022**, wherein it was held that:

"21. When we look into the statutory scheme as reflected in the Application to Adjudicating Authority Rules, 2016 and CIRP Regulations, 2016, it is clear that financial debt can be proved from other relevant documents and it is not mandatory that



written financial contract can be only basis for proving the financial debt. We, thus, answer Issue No.1 holding that it is not necessary that written financial contract be the only material to prove the financial debt.

- xvii.** In light of the submissions advanced and the reliance placed on the judgment rendered by the Hon'ble NCLAT in **M/s. Agarwal Polysacks Ltd.** (*supra*), this Adjudicating Authority finds merit in the proposition that the existence of a written financial contract is not a sine qua non for establishing a financial debt. As explicitly held in paragraph 21 of the said judgment, the statutory framework, including the Application to Adjudicating Authority Rules, 2016 and the CIRP Regulations, 2016, permits the proving of financial debt through other relevant documents.

Accordingly, the absence of a formal loan agreement, by itself, does not preclude the Applicant from substantiating its claim. The documentary evidence placed on record must, therefore, be evaluated holistically to determine the existence of a financial debt and default.

- xviii.** It is relevant to refer to paragraph 31 of the Hon'ble Supreme Court's judgement in **Orator Marketing Pvt. Ltd vs. Samtex Desinz Pvt. Ltd.** reported in 2021 SCC OnLine SC 513, wherein the Hon'ble Supreme Court held as follows:

"31. At the cost of repetition, it is reiterated that the trigger for initiation of the Corporate Insolvency Resolution Process by a Financial Creditor under Section 7 of the IBC is the occurrence of a default by the Corporate Debtor. 'Default' means non-payment of debt in whole or part when the debt has become due and payable and debt means a liability or obligation in respect of a claim which is due from any person and includes financial debt and operational debt. The definition of 'debt' is also expansive and the same includes inter alia financial debt. The definition of 'Financial Debt' in Section 5(8) of IBC does not expressly exclude an interest free loan. 'Financial Debt' would have to be construed to include



interest free loans advanced to finance the business operations of a corporate body.”

xix. In view of the above authoritative pronouncement of the Hon’ble Supreme Court in **Orator Marketing Pvt. Ltd.** (*supra*), it is settled law that the occurrence of default by the Corporate Debtor is the sine qua non for initiation of proceedings under Section 7 of the Insolvency and Bankruptcy Code, 2016. The definition of 'debt' as provided under the Code does not exclude interest-free loans from its ambit. As categorically held by the Hon’ble Apex Court that financial debt includes interest-free loans advanced towards the business operations of a corporate entity.

In light of the aforesaid precedent, the Applicant's claim cannot be disqualified merely on the ground that the financial assistance extended was interest-free. The existence of default, as contemplated under Section 3(12) of the Code, stands established through the materials placed on record.

xx. The concept of "time value of money," as contemplated under the IBC, 2016, transcends the mere accrual of interest on borrowed funds. Under the framework of the IBC, this principle is integral to the definition and determination of "financial debt," as it encompasses not only interest-bearing transactions but also the conferment of any benefit, consideration, or value to the creditor for extending financial assistance over a specified duration.

xxi. In the present matter, the Financial Creditor has extended financial facilities to the Corporate Debtor with the clear intention of enabling the revival and rehabilitation of the latter from its ongoing financial distress. Such intent and disbursal stand corroborated by the audited financial statements of the Corporate Debtor for the financial years ending 31st March 2020 and 31st March 2021, wherein the balance sheets disclose net losses duly adjusted against the capital account. These financial disclosures unequivocally establish that the Corporate Debtor was operating under a loss-making condition during the relevant period.



xxii. Consequently, in view of the subsisting financial losses, the Corporate Debtor sought and availed financial assistance from the Financial Creditor. The disbursal of such funds, coupled with the expectation of value over time, squarely meets the criteria of "financial debt" under Section 5(8) of the IBC, thereby entitling the Financial Creditor to initiate proceedings under Section 7 of the Code.

xxiii. Learned Counsel appearing on behalf of the Respondent, Mr. Shree Prakash Sinha, has submitted that the Resolution Professional, by instituting the present application under Section 7 of IBC, 2016 as well as the application under Section 66 of IBC, 2016 [I.A.-3431/2023 in (IB)-919(ND)/2020, in the matter of “Aman Chhabra vs. Mascot Soho Homes Pvt. Ltd.”], is engaged in an abuse of the process of law. It is contended that the Resolution Professional has deliberately disregarded the Settlement Agreement dated 01.08.2015 and the Memorandum of Understanding dated 28.11.2017, both of which govern the underlying commercial arrangement between the parties.

Moreover, it is submitted that the application filed under Section 66 of the IBC, 2016 by the Resolution Professional itself demonstrates that the present Section 7 Application is premature and misconceived, as the transaction in question does not fall within the ambit of a fraudulent transaction but rather emerges from the mutually agreed terms and conditions set out in the aforementioned contractual documents.

xxiv. Learned Counsel for the Applicant, Mr. Gaurav Mitra, in rebuttal, submitted that the Respondent had repaid an amount of ₹2,09,48,783/- during the financial years 2015 to 2018. The last payment received from the Respondent was ₹1,50,000/-, subsequent to which no further repayments were made. It was further contended that, as per the Settlement Agreement dated 01.08.2015, the outstanding balance payable by Soho Limited stood at NIL, thereby indicating that the subsequent payments received from the



Respondent were in discharge of the loan obligations previously extended by the Financial Creditor.

Moreover, it was emphatically submitted that there exists no legal impediment under the IBC, 2016, restraining a Financial Creditor, which is itself undergoing CIRP, from initiating proceedings to recover financial debts due from another Corporate Debtor.

xxv. Learned Counsel for the Applicant further submitted that the maintainability of the present application under Section 7 of the IBC, 2016, cannot be questioned merely on the ground that a separate application under Section 66 of the IBC, 2016, pertaining to the same transaction, has been filed and placed before this Adjudicating Authority. He has further relied upon the judgments/orders of the Coordinate Benches of the NCLT in support of his contention, namely:

- a. SREI Equipment Finance Ltd. v. Royal Infrasoftware Pvt. Ltd.,**
CP (IB) No. 213/KB/2022, Para 35, 39(i);
- b. Meehika Buildcon LLP v. City Star Infrastructures Ltd.,**
reported in 2023 SCC OnLine NCLT 698, Para 35; and
- c. SREI Equipment Finance Ltd. v. Verutha Developers Pvt. Ltd.,**
CP (IB) No. 26/KB/2023, Para 11, 21.

It is his submission that the pendency or filing of an application under Section 66 does not, in law, render the present Section 7 application premature or non-maintainable, particularly when the issue of fraudulent transactions is being separately adjudicated under its own statutory framework.

xxvi. The Respondent's case is that the Respondent/Resolution Professional relied upon the Forensic Audit Report dated 06.01.2023 prepared by B L Chakravarti & Associates, Chartered Accountants, in the CIRP of the Financial Creditor for the period 01.04.2019 to 12.01.2022. For a better appreciation of the case, it is relevant to refer to the relevant part of the said report:



Related Parties – Sec – 43 of IBC 2016

The Company has given advances to the following Related Parties before 31-03-2019. However Mascot Realtech Pvt Ltd refunded more than 98% of advance given during 01-04-2019 to 12-01-2022.

Further RP team has informed that they are taking step for recovery from Mascot Developers Pvt Ltd and Mascot Realtech Pvt Ltd however Soho Limited is not refunding the advance hence RP has initiated recovery action for recovery from Soho Limited.

Particulars	01-04-2019	Transactions		12-01-2022
	Balance	Debit	Credit	Balance
Mascot Developers Pvt.Ltd.	860000.00 Dr			860000.00 Dr
Mascot Realtech Pvt Ltd (Loan)	88418186.00 Dr		87046634.00	1371552.00 Dr
Soho Ltd Loan A/c	55919992.00 Dr	5000.00		55924992.00 Dr
	145198178.00 Dr	5000.00 Dr	87046634.00 Dr	58156544.00 Dr

- xxvii.** It is pertinent to note that the Forensic Audit Report dated 06.01.2023 records specific findings in respect of the impugned transactions. As per the said report, the Corporate Debtor had extended advances to its Related Parties prior to 31.03.2019. However, Mascot Realtech Pvt. Ltd. is reported to have refunded 98% of the advances disbursed between the period 01.04.2019 to 12.01.2022.

Additionally, it has been brought to the attention of this Adjudicating Authority that steps are presently being undertaken to effect recovery from Mascot Developers Pvt. Ltd. and Mascot Realtech Pvt. Ltd. In contrast, Soho Limited has failed to refund the outstanding advance, and accordingly, the Resolution Professional has initiated appropriate recovery proceedings against Soho Limited.

- xxviii.** We are of the considered view that the mere pendency or filing of an application under Section 66 of the IBC, 2016, in respect of the same transaction, does not ipso facto render the present application under Section 7 premature or legally untenable. The statutory scheme of the Code permits independent adjudication of both financial debt claims and avoidance applications under their respective provisions.



Learned Counsel for the Applicant has rightly relied upon the judgments of the Coordinate Benches of the NCLT, which unequivocally affirm that the maintainability of an application under Section 7 of IBC, 2016 is not defeated merely because parallel proceedings under Section 66 of IBC, 2016 have been instituted.

xxix. Accordingly, in view of the settled legal position and the absence of any cogent material to establish abuse of process or lack of financial debt, we find no merit in the objections raised by the Respondent. The present application under Section 7 of the IBC, 2016, as filed by the Applicant, is maintainable and liable to be proceeded with in accordance with law.

xxx. The Applicant has placed reliance on the Record of Default (Form-D) maintained by the Information Utility, namely National E-Governance Services Limited (NeSL), to substantiate its case. Upon perusal of the said Record of Default pertaining to the Corporate Debtor, dated 05.02.2025, filed on 06.03.2025, it is noted that the authentication status of the default of debt is indicated as 'DEEMED TO BE AUTHENTICATED' (Colour Code: Yellow). In view thereof, this Adjudicating Authority is satisfied that debt and default exist, as corroborated by the certificate issued by the Information Utility.

xxxi. On the basis of the above analysis, we are of the considered view that the amount involved in the present case should be considered as a Financial Debt within the definition of sub-section 8 of Section 5 of the Code.

We are of the opinion that the Applicant is a Financial Creditor holding financial debt which is in default of payment by the Corporate Debtor, and the present Application under Section 7 of the Code is maintainable.

xxxii. It is settled law that the prerequisites for an application under Section 7 of the Code are the existence of 'financial debt' and a 'default'.

In the light of the above facts and circumstances, the existence of debt and default is reasonably established by the Applicant as a



major constituent for admission of the Application under Section 7 of the Code.

Therefore, the Application under sub-section (2) of Section 7 is taken as Complete.

- xxxiii.** Therefore, the present Section 7 Application filed by the Financial Creditor deserves to be admitted and CIRP needs to be initiated against the Corporate Debtor.

7. Order

In light of the above facts and circumstances, it is hereby ordered as follows:

- i.** The Application bearing **IB-638(PB)/2023** filed by the Applicant, under Section 7 of the Code, read with Rule 4 of the Adjudicating Authority Rules for initiating CIRP against the Respondent is **admitted.**
- ii.** We also declare a moratorium in terms of Section 14 of the Code. The necessary consequences of imposing the moratorium flow from the provisions of Section 14(1)(a), (b), (c) and (d) of the Code. Thus, the following prohibitions are imposed:
 - “(a) The institution of suits or continuation of pending suits or proceedings against the Corporate Debtor 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 Corporate Debtor 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 Corporate Debtor 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 Corporate Debtor.

[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, permit, registration, quota, concession, clearances or a similar grant or right during the moratorium period;]

- iii.** It is made clear that the provisions of the moratorium shall not apply to transactions which might be notified by the Central Government or the supply of the essential goods or services to the Corporate Debtor, as may be specified, are not to be terminated or suspended, or interrupted during the moratorium period. In addition, as per the Insolvency and Bankruptcy Code (Amendment) Act, 2018, which has come into force w.e.f. 06.06.2018, the provisions of the moratorium shall not apply to the surety in a contract of guarantee to the Corporate Debtor in terms of Section 14(3)(b) of the Code.
- iv.** The Applicant has proposed the name of Mr. Ashish Kumar Pathak as the Interim Resolution Professional ("IRP") having address: 527, Laxmanpuri Extension, Indira Nagar, Near Brij Market, Lucknow, Uttar Pradesh-226016. His Email id is Pathak.ashishca@gmail.com. His registration number is IBBI/IPA-001/IP-P-02400/2023-2024/14307. The Applicant filed a copy of the Consent Issued by Mr. Ashish Kumar Pathak in Form 2, Written Communication by proposed IRP, as per the requirement of Rule 9(1) of the Adjudicating



Authority Rules, along with the Certificate of Registration and Authorization for Assignment in Form B.

Accordingly, Mr. Ashish Kumar Pathak is appointed as IRP.

- v.** In pursuance of Section 13(2) of the Code, we direct the IRP, as the case may be, to make a public announcement immediately with regard to the admission of this application under Section 7 of the Code. The expression immediately means within three days as clarified by the Explanation to Regulation 6(1) of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016.
- vi.** During the CIRP period, the management of the Corporate Debtor shall vest in the IRP/RP, in terms of Section 17 of the IBC. The officers and managers of the Corporate Debtor shall provide all documents in their possession and furnish all information within their knowledge to the IRP within one week from the date of receipt of this order, in default of which coercive steps will follow. There shall be no future opportunity given in this regard.
- vii.** The IRP is expected to take full charge of the Corporate Debtor's assets and documents without any delay whatsoever. He is also free to take police assistance, and this Adjudicating Authority hereby directs the Police Authorities to render all assistance as may be required by the IRP/RP in this regard.
- viii.** The IRP or the RP, as the case may be, shall submit to this Adjudicating Authority a periodical report with regard to the progress of the CIRP in respect of the Corporate Debtor.
- ix.** The Financial Creditor shall deposit a sum of Rs 2,00,000/- (Rupees Two Lakh Only) with the IRP to meet the expense to perform the functions assigned to him in accordance with Regulation 6 of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Person) Regulations, 2016. The needful shall be done within one week from the date of receipt of this order by the Financial Creditor. The amount, however be subject to adjustment by the Committee of Creditors, as accounted for by IRP, and shall be paid back to the Financial Creditor.



- x.** In terms of Section 7(7) of the Code, the Registry is hereby directed to communicate a copy of the order to the Financial Creditor, the Corporate Debtor, the IRP and the Registrar of Companies, NCT of Delhi and Haryana, by Speed Post and by email, at the earliest but not later than seven days from today.
- xi.** The Registrar of Companies shall update his website by updating the status of the Corporate Debtor, and specific mention regarding admission of this application must be notified.
- xii.** The Registry is directed to send a copy of this order to the Insolvency and Bankruptcy Board of India ("IBBI") for their record.
- xiii.** A certified copy of this order may be issued, if applied for, upon compliance with all requisite formalities.
- No order as to cost.

Sd/-

(DR. SANJEEV RANJAN)
MEMBER (TECHNICAL)

Sd/-

(BACHU VENKAT BALARAM DAS)
MEMBER (JUDICIAL)