IN THE NATIONAL COMPANY LAW TRIBUNAL

KOLKATA BENCH, (COURT NO.-II)

KOLKATA

I.A (IB) No. 889/KB/2025

C.P (IB) No. 24/KB/2025

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

IN THE MATTER OF:

ADITYA BIRLA FINANCE LIMITED

……Applicant / Financial Creditor

VERSUS

PRIYA FOOD PRODUCTS LIMITED

……Corporate Debtor

AND

An application under Section 60(5) of the Insolvency and Bankruptcy, 2016 read with Rule 11 of the National Company Law Tribunal, Rules 2016.

IN THE MATTER OF:

ADITYA BIRLA FINANCE LIMITED

……Applicant / Financial Creditor

VERSUS

PRIYA FOOD PRODUCTS LIMITED

……Corporate Debtor

I.A (IB) No.889/KB/2025
C.P.(IB) No.24/KB/2025

Date of Pronouncement: 18.09.2025

Coram:

Shri. Labh Singh, Member (Judicial)

Ms. Rekha Kantilal Shah, Member (Technical)

Appearances: (via Hybrid Mode):

Mr. Shaunak Mitra, Adv.]
Mr. Amit Kumar Nag, Adv.]
Ms. Ranjabati Ray, Adv.] For the Financial Creditor
Ms. Ritika Ghosh, Adv.]
Mr. Yubraj Bhattacharyya, Adv.]

O R D E R

Per: Rekha Kantilal Shah, Member (Technical)

1. The Court convened through physical mode.

I.A (IB) No. 889/KB/2025

2. This application IA(IBC) No.889/KB/2025 has been filed by the Financial Creditor i.e. Aditya Birla Capital Limited (erstwhile known as Aditya Birla Finance Limited) through its Authorized Officer namely Mr. Gautam Das seeking following reliefs, inter alia:

I. To pass an order substituting the applicant, namely, Aditya Birla Capital Limited in place and stead of Aditya Birla Finance Limited, being the financial

creditor, in the instant proceedings in pursuant of the order passed by the NCLT, Ahmedabad Bench dated 24th March, 2025 approving scheme of amalgamation;

II. To permit the applicant to carry out necessary amendments in the cause title of the instant proceedings;

III. To grant leave to amend the present application in its present form, if required.

IV. Such further order or orders and/or issue such directions as this Learned Tribunal may deem fit and proper.

3. **Background of the case**

3.1 The instant Interlocutory Application is filed in the CP (IB) No. 24/KB/2025 pending before this Tribunal filed by the financial creditor. The applicant is filing this application under Section 60(5) of the Insolvency and Bankruptcy Code, 2016 ("IBC") read with Rule 11 of the National Company Law Tribunal Rules, 2016, inter alia, seeking amendment and substitution in the main Company Petition and substitution of the name of the financial creditor, as **"Aditya Birla Capital Limited"** in place of **"Aditya Birla Finance Limited"** in the instant proceedings.

4. **Submission on behalf of the Applicant**

4.1 That the copy of the Board Resolution dated 31.03.2025, issued by the Applicant in favour of Mr. Gautam Das is attached in the application.

4.2 That pursuant to the Order dated 24.03.2025 passed by the Hon'ble Company Law Tribunal, Ahmedabad Special Bench Court-1, the erstwhile financial creditor being Aditya Birla Finance Limited ("Amalgamating Company") has amalgamated with Aditya Birla Capital Limited ("Amalgamated Company") and is now known as "Aditya Birla Capital Limited" (Amalgamated company) with effect from 01.04.2025.

A Copy of the Order dated 24.03.2025 is attached in the application and marked as **Annexure- B** at **Page No-15-64.**

4.3 That pursuant to the order dated 24.03.2025, the amalgamated company, "Aditya Birla Capital Limited" has been vested with all the rights to proceed with the instant proceedings against the corporate debtor, which was previously vested with Aditya Birla Finance Limited. Therefore, all actions previously taken have been subsumed into the amalgamated entity i.e. Aditya Birla Capital Ltd. Henceforth, Aditya Birla Capital Limited has all rights to proceed against the

corporate debtor which was previously vested with Aditya Birla Finance Limited. The relevant portion of the order of the Hon'ble Tribunal has been provided hereunder:-

> **Paragraph No. 17(x)** *"All proceedings now pending by or against the Amalgamating Company shall be continued by or against the Amalgamated Company."*

4.4 That it has been further ordered that, without any further act or deed:

> *"All contracts, agreements, insurance policies, bonds and all other instruments of whatsoever nature or description of the amalgamating company, shall stand transferred to and vested in the Amalgamated Company and be in full force and effect in favour of the Amalgamated Company and may be enforced by or against it as fully and effectually against the Amalgamated Company".*

4.5 Thus, the amalgamated company being "Aditya Birla Capital Limited" has been vested with all the rights of the erstwhile financial creditor to proceed with the instant proceedings. Hence, the amalgamated company has filed this application for amending and Court substituting the name of the financial creditor as "Aditya Birla Capital Limited" (amalgamated

company) in place and stead of Aditya Birla Finance Limited, in the instant proceedings.

5. We have heard the Ld. Counsel and perused the materials on record.

6. However, no objection is there to the prayer and no reply affidavit has been filed to this application by the Corporate Debtor i.e. Priya Food Products Limited.

7. It is evident from the order dated 24.03.2025 passed by the NCLT, Ahmedabad Special Bench Court-I the erstwhile financial creditor being Aditya Birla Finance Limited has amalgamated with Aditya Birla Capital Limited with effect from 01.04.2025. Hence, the continuation of proceedings in the name of the erstwhile entity is not warranted, and the substitution sought is in the nature of a procedural amendment necessitated by law.

8. In view of the above, the Adjudicating Authority is satisfied and the present application for substitution as sought for is allowed. We thus pass the following order:

   I. The cause title of the present proceedings shall stand amended to substitute the name of the Applicant/Financial Creditor as **"Aditya Birla Capital Limited (formerly Aditya Birla Finance Limited)".**

II. The applicant is directed to carry out necessary amendments in the cause title and serve copies to the respondent.

9. Accordingly, **I.A.(IB) No. 889/KB/2025** is allowed and disposed of.

10. The Registry is directed to send e-mail copies of the order to all the parties and their Ld. Counsel for information and for taking necessary steps.

11. Let the certified copy of the order may be issued, if applied for, upon compliance of all requisite formalities.

C.P (IB) No. 24/KB/2025

1. **Background of the case**

1.1 The present Company Petition has been filed by Aditya Birla Finance Limited (hereinafter referred to as **"ABFL"**) under Section 7 of Insolvency and Bankruptcy Code, 2016 (hereinafter referred to as **"IBC"**) through authorised person Mr. Gautam Das against Priya Food Products Limited (hereinafter referred to as **"PFPL"**)the Corporate Debtor to repay the outstanding dues of **Rs. 9,90,09,826.07/-** (Rupees Nine Crores Ninety Lakhs Nine Thousand Eight Hundred Twenty Six Seven Paisa Only) against the Term Loan and Line of Credit Facility

availed as per the loan agreement dated 14.06.2016, 25.11.2020, 09.02.2022 and 19.07.2022.

1.2 The Corporate Debtor was incorporated on 21.03.1994, having CIN: U28113WB1994PLC062400. It's registered office is BF-45, Salt Lake City Sector-1, 1st Floor, Parganas North, Kolkata, West Bengal, India-700064.

1.3 The present petition was filed on 12.04.2025 before this Adjudicating Authority on the ground that the Corporate Debtor has defaulted to make a payment of a sum of **Rs. 9,90,09,826.07/-** (Rupees Nine Crores Ninety Lakhs Nine Thousand Eight Hundred Twenty Six and Seven Paisa Only) comprising of Principal of **Rs.9,21,30,594.07/-** (Rupees Nine Crores Twenty One Lakhs Thirty Thousand Five Hundred Ninety Four and Seven Paisa Only) and interest of **Rs.68,79,232/-** (Rupees Sixty Eight Lakhs Seventy Nine Thousand and Two Hundred Thirty Two only) as on 31.08.2023. The date of default has been mentioned as 31.08.2023.

2. **Submission of Learned Counsel appearing for the Financial Creditor**

2.1 Ld. Counsel submits that the Financial Creditor had been approached by one Gee Pee Food Private Limited being the Borrower, along with the Corporate Debtor as Co-borrower and as such ABFL sanctioned and

disbursed Term Loan amounting to Rs. **9,00,00,000** (Rupees Nine Crores only) and a Line of Credit Facility of Rs. **3,00,00,000** (Rupees Three Crores only) vide Sanction Letter dated 13.06.2016 and executed a Loan Agreement dated 14.06.2016, as a takeover loan from Religare Enterprises Limited and Magma Fincorp Ltd.

2.2 Ld. Counsel submits that the said Line of Credit Facility was renewed to an amount of Rs. **2,00,00,000** (Rupees Two Crore only) vide Sanction Letter dated 13.01.2020 and by way of executing a Loan Agreement dated 25.11.2020. Subsequently, a Line of Credit Facility for an amount of Rs. **50,00,000** (Rupees Fifty Lakhs only) was sanctioned vide Sanction Letter dated 28.01.2022 and by way of executing a Loan Agreement dated 09.02.2022. In furtherance, a Line of Credit Facility for an amount of Rs **1,75,00,000** (Rupees One Crore Seventy Five Lakhs only) was sanctioned vide Sanction Letter dated 19.07.2022 and by way of executing a Loan Agreement dated 19.07.2022. Lastly, the Corporate Debtor availed moratorium relief on account of Covid-19 in terms of RBI Circular dated 27.03.2020 and 23.05.2020, during the Covid-19 Pandemic period for which an amount of Rs 79,53,278

(Rupees Seventy Lakhs Fifty Three Thousand and Two Hundred Seventy Eight only) was sanctioned and a separate loan account was created towards interest capitalization during the period for which moratorium was provided.

The Copies of Sanction Letter and Loan Agreements as executed between the Corporate Debtor and the Financial Creditors are collectively attached in the company petition and marked as **Annexure- B** at Page **No. 197-397.**

2.3 Ld. Counsel submits that ABFL sanctioned and disbursed a total loan facility aggregating to the tune of Rs. 14,04,53,278 (Rupees Fourteen Crores Four Lakhs Fifty Three Thousand and Two Hundred Seventy Eight only)

2.4 Ld. Counsel submits that Gee Pee Food Private Limited along with Priya Food Products Limited (Corporate Debtor) had also *inter alia* executed several instruments to create security interest of movable and immovable assets in favour of ABFL.

The Copies of the title deeds, Declaration cum confirmation deeds, Power of Attorney, Memorandum of Entry and agreements deposited with Financial Creditor and the deed of hypothecation are

collectively attached in the company petition and marked as **Annexure- A** at **Page No. 11-196**

2.5 Ld. Counsel submits that The Corporate Debtor, along with Gee Pee Food Private Limited has committed breach of the terms and conditions of the said loan agreements by inter-alia defaulting in payment of equated monthly instalments due and payable to ABFL as the interest and/or instalment of principal has remained overdue for a period of more than 90 days and as such the loan accounts have been classified as Non Performing Asset ("NPA"), on dated 29.08.2023 in accordance with the Master Directions/regulations issued by the Reserve Bank of India ("RBI").

2.6 Ld. Counsel further submits that by means of a notice dated 05.09.2023, under Section 13(2) of the Securitisation and Reconstruction of Financial Assets and Enforcement Act, 2002 (hereinafter referred to as "**SARFAESI Act, 2002**"), financial creditor had called upon the said Gee Pee Food and the Corporate Debtor to repay a sum of Rs. 9,90,09,826.07/- (Rupees Nine Crores Ninety Lakhs Nine Thousand Eight Hundred Twenty Six and Seven Paisa only) by way of outstanding principal, arrears, accrued late charges and interest due on 31.08.2023, within 60 (sixty)

days from the date of receipt of the notice, together with any interest and penal interest, and/or charges which may fall due thereupon. However, both Gee Pee Food and the Corporate Debtor, have failed to make any such payments and hence, this application has been preferred by the financial creditor being Aditya Birla Finance Limited.

A copy of notice under Section 13(2) of the SARFAESI Act, 2002 dated 05.09.2023 is attached in the company petition and marked as **Annexure- D** at **Page No. 412-476.**

3. **Findings & Analysis**

We have heard the Ld. Counsels for the Financial Creditors and have perused the records. The Observations of the Tribunal are as under:-

3.1 This Adjudicating Authority vide order dated 09.06.2025 decided to proceed *ex parte* against the Corporate Debtor. For ease of reference, the exact text of the order is provided below:

Proof of service along with affidavit of service as well as paper publication has been placed on record. This Tribunal vide Order dated 6th March 2025 ordered service upon corporate debtor through paper publication in English as well as in

vernacular language. The notice has been published in English newspaper Business Standard dated 2nd April 2025, as well as in Sangbad Pratidin dated 2nd April 2025.

The Tribunal is satisfied that Corporate Debtor does not want to appear in the present matter. therefore, matter is proceeded ex parte against corporate debtor/respondent.

List this matter for ex parte hearing on 15.07.2025.

3.2 The Corporate Debtor had taken loan from the Financial Creditor amounting to Rs. 14,04,53,278/- (Rupees Fourteen Crores Four Lakhs Fifty Three Thousand and Two Hundred Seventy Eight only) for business purposes but is unable to make any payment of interest and outstanding principal amounting to Rs. 9,90,09,826.07/- as on 31.08.2023 (Rupees Nine Crores Ninety Lakhs Nine Thousand Eight Hundred Twenty Six and Seven Paisa only).

3.3 The Applicant have clarified in the Limitation clause that the account was classified as defaulted on 29.08.2023 Hence, the present application is well within limitation. The outstanding financial debt is of more than rupees one crore which meets the

threshold limit as per section 4 of the Code and is well within the limitation for filing the present application. Moreover, the said default is not covered under the period exempted under Section 10 A of IBC, 2016.

3.4 The details of the Financial Debt as submitted by the Applicant in Part-IV of Form-1 is provided below in the table:

PART - IV

PARTICULARS OF FINANCIAL DEBT				
1.	TOTAL AMOUNT OF DEBT GRANTED DATE(S) OF DISBURSEMENT	**SL No.**	**Loan Account No.**	**Loan Amount**
		1.	80002345 (Interest capitalized during moratorium)	Rs. 79,53,278/-
		2.	HCFK01LOC00001001623	Rs. 50,00,000/-
		3.	ABFK01LOC00001002347	Rs. 1,75,00,000/-
		4.	80000424	Rs. 9,00,00,000/-
		5.	MINACS0165701	Rs. 2,00,00,000/-
		Total		**Rs. 14,04,53,278/-**
2.	AMOUNT CLAIMED TO BE IN DEFAULT AND THE DATE ON WHICH THE DEFAULT	**The date on which the default occurred is 31 August 2023**		

A.	**Customer Name**	**M/S. Priya Food Products Limited**					
B.	**Loan Account Number**	**80000424**	**8000 2345**	**MINACS0165701**	**HCFKO1LOC00001001623**	**ABFKO1LOC00001002347**	**TOTAL**

	OCCURRED (ATTACH THE WORKINGS FOR COMPUTATION OF AMOUNT AND DAYS OF DEFAULT IN TABULAR FORM)	C.	**Amount Disbursed (Rs.)**						
		D	**Current Rate of Interest**	13.40	13.40	13.40	13.40	13.40	NA
		E.	**Principal Outstanding (Rs.)**	42695430.92	7953278	19728400.15	4999999	16753486	92130594.07
		F.	**L.P.P Charges (Rs.)**	665662	46882	35020	10951	1554	760069
		G.	**Total Interest Outstanding**			881045	222109	701341	1804495
		H.	**Overdue Charges (including others) (Rs.)**	94619.36	3000				760069
		I.	**Interest on Termination (Rs.)**	238382.83	44405.81				282788.64
		J.	**Foreclosure charges (Rs.)**						
		K.	**Pending Instalments (Rs.)**	3667824	266436				3934260
		L.	**Total Outstanding as on 31.08.2023**	**47361919.11**	**8314001.81**	**20644465.15**	**5233059**	**17456381**	**99009826.07**

3.5 The NeSL (National E-Governance Services Limited) Form-D is taken on record and the details are provided below:

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 ADITYA BIRLA FINANCE LIMITED in respect of the default of debt as per details given below-

(a) Name of the Submitter:	M/s ADITYA BIRLA FINANCE LIMITED
(b) Schedule-2 Bank (Y/N):	N
(c) Name of Corporate Debtor:	M/s GEE PEE FOODS PVT LTD.
(d) Unique Debt Identifier Number:	AABCB5769M_80002345
(e) Registered Address:	Indian Rayon Compound, Veraval, Gujarat
(f) Total Outstanding Amount:	8102402.00
(g) Default Amount:	149124.00
(h) Date of Default:	15-04-2021
(i) Status of Authentication of Default:	DEEMED TO BE 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
(2)	16-09-2021 18:43:34	*DEEMED TO BE AUTHENTICATED Colour Code :YELLOW	03-10-2021 02:54:27

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.

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 ADITYA BIRLA FINANCE LIMITED in respect of the default of debt as per details given below-

(a) Name of the Submitter:	M/s ADITYA BIRLA FINANCE LIMITED
(b) Schedule-2 Bank (Y/N):	N
(c) Name of Corporate Debtor:	M/s GEE PEE FOODS PRIVATE LIMITED
(d) Unique Debt Identifier Number:	AABCB5769M_ABFKO1LOC00001 002347
(e) Registered Address:	Indian Rayon Compound, Veraval, Gujarat
(f) Total Outstanding Amount:	18586535.00
(g) Default Amount:	18586535.00
(h) Date of Default:	01-06-2023
(i) Status of Authentication of Default:	DEEMED TO BE 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
(2)	05-06-2024 19:05:17	*DEEMED TO BE AUTHENTICATED Colour Code :YELLOW	22-06-2024 02:35:29

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.

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 ADITYA BIRLA FINANCE LIMITED in respect of the default of debt as per details given below-

(a) Name of the Submitter:	M/s ADITYA BIRLA FINANCE LIMITED
(b) Schedule-2 Bank (Y/N):	N
(c) Name of Corporate Debtor:	M/s GEE PEE FOODS PRIVATE LIMITED
(d) Unique Debt Identifier Number:	AABCB5769M_80000424
(e) Registered Address:	Indian Rayon Compound, Veraval, Gujarat
(f) Total Outstanding Amount:	49522422.92
(g) Default Amount:	12226080.00
(h) Date of Default:	15-06-2023
(i) Status of Authentication of Default:	DEEMED TO BE 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
(4)	05-06-2024 19:04:45	*DEEMED TO BE AUTHENTICATED Colour Code :YELLOW	22-06-2024 02:35:11

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.

NeSL 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 ADITYA BIRLA FINANCE LIMITED in respect of the default of debt as per details given below-

(a) Name of the Submitter:	M/s ADITYA BIRLA FINANCE LIMITED
(b) Schedule-2 Bank (Y/N):	N
(c) Name of Corporate Debtor:	M/s GEE PEE FOODS PRIVATE LIMITED
(d) Unique Debt Identifier Number:	AABCB5769M_MINACS0165701
(e) Registered Address:	Indian Rayon Compound, Veraval, Gujarat
(f) Total Outstanding Amount:	22159395.15
(g) Default Amount:	22159395.15
(h) Date of Default:	30-09-2023
(i) Status of Authentication of Default:	DEEMED TO BE 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
(2)	05-06-2024 19:06:15	*DEEMED TO BE AUTHENTICATED Colour Code :YELLOW	22-06-2024 02:35:39

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.

3.6 The Adjudicating Authority, upon a careful perusal of the sanction letters and loan agreements placed on record, observes that the Corporate Debtor, namely Priya Foods Product Limited, had availed loan and credit facilities as a co-borrower along with Gee Pee Foods Private Limited. These facilities were extended by the Financial Creditor from time to time.

It is further noted that the Corporate Debtor defaulted in the repayment of installments under the said facilities. Such default squarely attracts the statutory rights available to the Financial Creditor under the IBC, 2016, entitling it to initiate proceedings for the commencement of the CIRP against the Corporate Debtor.

3.7 Therefore, the present application is complete in terms of Section 7(5) of the IBC, 2016. The Applicant/Financial Creditor is entitled to claim its dues, establishing the default in payment of the financial debt beyond doubt.

3.8 Further, the Hon'ble Supreme Court in the case of ***Innoventive Industries Limited v. ICICI Bank Limited*** (Civil Appeal No. 8337-8338 of 2017), where it has discussed extensively the scope of the Adjudicating Authority under section 7 of the IBC is limited to assessing the records provided by the financial creditor to satisfy itself that the default has occurred as held in para 28 and 30.

> ***"28.*** *When it comes to a financial creditor triggering the process, Section 7 becomes relevant. Under the explanation to Section 7(1), a default is in respect of a financial debt owed to any*

financial creditor of the corporate debtor – it need not be a debt owed to the applicant financial creditor. Under Section 7(2), an application is to be made under sub-section (1) in such form and manner as is prescribed, which takes us to the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016. Under Rule 4, the application is made by a financial creditor in Form 1 accompanied by documents and records required therein. Form 1 is a detailed form in 5 parts, which requires particulars of the applicant in Part I, particulars of the corporate debtor in Part II, particulars of the proposed interim resolution professional in part III, particulars of the financial debt in part IV and documents, records and evidence of default in part V. Under Rule 4(3), the applicant is to dispatch a copy of the application filed with the adjudicating authority by registered post or speed post to the registered office of the corporate debtor. The speed, within which the adjudicating authority is to ascertain the existence of a default from the records of the information utility or on the basis of evidence furnished by the financial creditor, is

important. This it must do within 14 days of the receipt of the application. It is at the stage of Section 7(5), where the adjudicating authority is to be satisfied that a default has occurred, that the corporate debtor is entitled to point out that a default has not occurred in the sense that the "debt", which may also include a disputed claim, is not due. A debt may not be due if it is not payable in law or in fact. The moment the adjudicating authority is satisfied that a default has occurred, the application must be admitted unless it is incomplete, in which case it may give notice to the applicant to rectify the defect within 7 days of receipt of a notice from the adjudicating authority. Under sub-section (7), the adjudicating authority shall then communicate the order passed to the financial creditor and corporate debtor within 7 days of admission or rejection of such application, as the case may be.

30. *On the other hand, as we have seen, in the case of a corporate debtor who commits a default of a financial debt, the adjudicating authority has merely to see the records of the information utility or other evidence produced by the financial*

creditor to satisfy itself that a default has occurred. It is of no matter that the debt is disputed so long as the debt is "due" i.e. payable unless interdicted by some law or has not yet become due in the sense that it is payable at some future date. It is only when this is proved to the satisfaction of the adjudicating authority that the adjudicating authority may reject an application and not otherwise."

3.9 Hence, the Application filed under section 7 of the IBC, 2016, for initiation of corporate insolvency resolution process against the Respondent/Corporate Debtor deserves to be admitted.

4. In terms of the foregoing discussion, we **ALLOW** the petition bearing Company Petition (IB) No. **24/KB/2025** filed under Section 7 of the IBC, 2016, and accordingly, we order the initiation of Corporate Insolvency Resolution Process ("**CIRP**") in respect of the Corporate Debtor by the following Orders:

4.1 The Petition filed by Aditya Birla Finance Limited (Financial Creditors), under Section 7 of the Insolvency & Bankruptcy Code, 2016, is hereby, **ADMITTED** for initiating the Corporate Insolvency

Resolution Process in respect of M/s. Priya Food Products Limited (Corporate Debtor).

4.2 As a consequence of this Petition being admitted in terms of Section 7 of the IBC, 2016, moratorium as envisaged under the provisions of Section 14(1) of the Code, shall follow in relation to the Respondent/(CD) as per clauses (a) to (d) of Section 14(1) of the Code. However, during the pendency of the moratorium period, terms of Section 14(2) to 14(3) of the Code shall come into force.

4.3 Moratorium under Section 14 of the IBC, 2016, prohibits the following, as:

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 asset 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 (54 of 2002);

d. The recovery of any property by an owner or lessor where such property is occupied by or in 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 license, permit, registration, quota, concession, clearances 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;]

4.4 The supply of essential goods or services to the corporate debtor as may be specified shall not be

terminated or suspended or interrupted during the moratorium period.

4.5 The provisions of sub-section (1) of the Section 14 shall not apply to such transactions as may be notified by the Central Government in consultation with any financial sector regulator.

4.6 The Applicant has proposed the name of **Mr. Mahesh Chand Gupta**, having Registration No. **IBBI/IPA-001/IP-P01489/2018-19/12304** (Email ID: mcgupta90@gmail.com) as the Interim Resolution Professional (**"IRP"**). We have perused that there is a written communication and consent of IRP in Form- 2 with Declaration, annexed at pages 527-531 to the petition, as per the requirement of Rule 9(1) of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016. In addition, further necessary disclosures have been made by **"Mahesh Chand Gupta"** as per the requirement of the IBBI Regulations. Accordingly, he satisfies the requirement of Section 7(3)(b) of the code. Hence, we appoint **"Mahesh Chand Gupta"** as the Interim Resolution Professional (IRP) of the Corporate Debtor to carry out the functions as per the IBC subject to submission of a valid Authorisation of Assignment in

terms of regulation 7A of the Insolvency and Bankruptcy Board of India (Insolvency Professional) Regulations, 2016. The fee payable to IRP or the RP, as the case may be, shall be compliant with such Regulations, Circulars and Directions as may be issued by the Insolvency & Bankruptcy Board of India (IBBI). The IRP shall carry out his functions as contemplated by sections 15, 17, 18, 19, 20 and 21 of the I&B Code.

4.7 In pursuance of Section 13 (2) of the Code, we direct the IRP or the RP, as the case shall cause a public announcement immediately with regard to the admission of this application under Section 7 of the Code and call for the submission of claims under Section 15 of the Code. The public announcement referred to in Clause (b) of sub-section (1) of Section 15 of the IBC, 2016, shall be made immediately. The expression immediately means within three days as clarified by Explanation to Regulation 6 (1) of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016.

4.8 During the CIRP period, the management of affairs of the Corporate Debtor shall vest in the IRP or the RP, as the case may be, in terms of Section 17

of the IBC, 2016. The officers and managers of the Corporate Debtor shall provide all documents in their possession and furnish every information in 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 opportunities in this regard.

4.9 The Interim Resolution Professional is also free to take police assistance to take full charge of the Corporate Debtor, its assets and its documents without any delay, and this Court hereby directs the concerned Police Authorities and/or the Officer-in-Charge of Local Police Station(s) to render all assistance as may be required by the Interim Resolution Professional in this regard.

4.10 The IRP or the RP, as the case may be, shall submit to this Adjudicating Authority periodical report with regard to the progress of the CIR Process in respect of the Corporate Debtor.

4.11 The Financial Creditors shall be liable to pay to IRP a sum of **Rs. 3,00,000** /-(Rupees Three Lakhs only) as payment to meet the cost of CIRP arising out of issuing public notice and inviting claims etc., as per Regulation 33(3) of the IBBI (Insolvency

Resolution Process for Corporate Persons) Regulations, 2016, which amount shall be adjusted at the time of final payment. The expenses relating to the CIRP are subject to the approval of the Committee of Creditors (CoC).

4.12 In terms of sections 7(5) and 7(7) of the Code, the Registry of this Adjudicating Authority is hereby directed to communicate this Order to the Financial Creditor, the Corporate Debtor and the Interim Resolution Professional by Speed Post and through email immediately, and in any case, not later than two days from the date of this Order.

4.13 Additionally, the Registry of this Adjudicating Authority shall serve a copy of this Order upon the Insolvency and Bankruptcy Board of India (IBBI) for their record and also upon the Registrar of Companies (RoC), Kolkta to whom the company is registered with, by all available means for updating the Master Data of the Corporate Debtor.

4.14 The Resolution Professional shall conduct CIRP in a time-bound manner as per Regulation 40A of IBBI (Insolvency Resolution Process for Corporate Persons) Regulation, 2016.

4.15 The IRP/RP shall be liable to submit the periodical report including the minutes of the CoC of the Corporate Debtor, with regard to the progress of the CIR Process in respect of the Corporate Debtor to this Adjudicating Authority from time to time.

4.16 The order of moratorium shall cease to have effect as per Section 14(4) of the I&B Code.

5. Certified copies of this order, if applied for with the Registry of this Adjudicating Authority, be supplied to the parties upon compliance with all requisite formalities.

6. Post the Company Petition on 27.10.2025 for filing the Periodical Progress Report by the IRP/RP as appointed herein.

(Rekha Kantilal Shah)
Member (Technical)

(Labh Singh)
Member (Judicial)

Order signed on the 18th day of September 2025

S.T. LRA