



IN THE NATIONAL COMPANY LAW TRIBUNAL, BENGALURU BENCH

[Through Physical hearing/ VC Mode (Hybrid)]

ITEM No.8

C. P.(IB) No.117/BB/2025

IN THE MATTER OF:

M/s. Ghalla & Bhansali Securities Pvt. Ltd. ... Petitioner
Vs.
M/s. Log 9 Mobility Scientific Pvt. Ltd. ... Respondent

Order under Section 7 of I & B code, 2016

Order delivered on: 15.09.2025

CORAM:

SHRI SUNIL KUMAR AGGARWAL
HON'BLE MEMBER (JUDICIAL)

SHRI RADHAKRISHNA SREEPADA
HON'BLE MEMBER (TECHNICAL)

PRESENT:

For the Petitioners : Ms. Annapoorna S with Shri Shivanna E &
Shri Riddhiman Borooah
For the Corporate Debtor : Shri Aashray Chaudhary with Shri Jatin Kumar

ORDER

1. Heard the Ld. Counsels for the parties.
2. Vide separate order the Respondent is admitted to undergo CIRP with moratorium coming into operation.
3. List on **11.11.2025** awaiting for IRP/RP reports.
4. Learned Counsel for Petitioner states that the name of Counsels is not reflected in the cause list. Let the same be rectified by Registry.

-Sd-
RADHAKRISHNA SREEPADA
MEMBER (TECHNICAL)

-Sd-
SUNIL KUMAR AGGARWAL
MEMBER (JUDICIAL)



IN THE NATIONAL COMPANY LAW TRIBUNAL, BENGALURU BENCH

**(Exercising powers of Adjudicating Authority under
the Insolvency and Bankruptcy Code, 2016)**

CP (IB) No. 115/BB/2025

&

CP(IB) No. 117/2025

**Applications U/s. 7 of the Insolvency & Bankruptcy Code, 2016 read with Rule 4 of the
Insolvency & Bankruptcy (Application to Adjudicating Authority) Rules, 2016**

CP (IB) No. 115/BB/2025

IN THE MATTER OF:

Ghalla & Bhansali Securities Private Limited

Having Regd. Office at: Devansh, 133. D. S. P.

Road, Near Ranjit Studios, Dadar (E),

Mumbai, Maharashtra- 400005

... Petitioner/Financial Creditor

VERSUS

Log 9 Materials Scientific Pvt. Ltd.

Having Regd. Office at: 9, Bellury Road,

off Jakkur Main Road, Next to Aditya

Birla Nuvo Limited, Jakkur Layout,

Byaiarayanapura, Bengaluru - 560092

No.1

...Respondent No.1/Corporate Debtor

A N D

CP (IB) No. 117/BB/2025

IN THE MATTER OF:

Ghalla & Bhansali Securities Private Limited

Having Regd. Office at: Devansh, 133. D. S. P.

Road, Near Ranjit Studios, Dadar (E),

Mumbai, Maharashtra- 400005

... Petitioner/Financial Creditor

VERSUS

Log 9 Mobility Pvt. Ltd

Having Regd. Office at: 9, Bellury Road,



off Jakkur Main Road, Next to Aditya
Birla Nuvo Limited, Jakkur Layout,
Byaiarayanapura, Bengaluru - 560092
No.2

...Respondent No.2/Corporate Debtor

Order delivered on: 15.09.2025

Coram: Shri. Sunil Kumar Aggarwal, Hon'ble Member (Judicial)
Shri. Radhakrishna Sreepada, Hon'ble Member (Technical)

Parties/Counsels Present:

For the Petitioner : Mrs. Annapoorna, Mr. Shivanna & Ms. Riddiman.B
For the Respondent : Mr. Jatin Kumar

O R D E R

1. These two Petitions have been filed under Section 7 of the Insolvency and Bankruptcy Code, 2016 (hereinafter referred to as the 'IBC' or the 'Code') read with Rule 4 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016, by **Ghalla & Bhansali Securities Private Limited** (hereinafter referred to as the 'Petitioner/Financial Creditor') seeking to initiate Corporate Insolvency Resolution Process ("CIRP") against:

(i) **Log9 Materials Scientific Private Limited** (hereinafter referred to as the 'Corporate Debtor No.1/Respondent No.1') for the default amount of **Rs. 3,33,68,935/-** (Rupees Three Crores Thirty Three Lakhs Sixty Eight Thousand Nine Hundred and Thirty Five only), comprising the principal amount of Rs. 3,05,00,000/- (Rupees Three Crores Five Lakhs only) and interest of Rs. 28,68,935/- (Rupees Twenty Eight Lakhs Sixty Eight Thousand Nine Hundred and Thirty Five only) accrued at 13.5% per annum as on 31.03.2025, with the date of default being 01.02.2025, as stated in Part IV of Form No. 1 of the Petition; **AND**

(ii) **Log9 Mobility Private Limited** (hereinafter referred to as the 'Corporate Debtor No.2/Respondent No.2') for the default amount of **Rs. 3,39,25,546/-** (Rupees Three Crores Thirty Nine Lakh Twenty Five Thousand Five Hundred and Forty Six only), comprising the principal amount of Rs. 2,53,33,326/- (Rupees Two Crores Fifty Three



Lakhs Thirty Three Thousand Three Hundred and Twenty Six only) and interest of Rs. 51,08,887/- (Rupees Fifty One Lakhs Eight Thousand Eight Hundred and Eighty Seven only) accrued at 13% per annum, and penal charges of Rs. 34,83,333/- (Rupees Thirty Four Lakhs Eighty Three Thousand Three Hundred and Thirty Three only) as on 08.04.2025, with date of default being 08.06.2024, as stated in Part IV of Form No. 1

2. The two petitions have been filed under identical provision by the common financial creditor, one against the holding company - Log 9 Materials Scientific Pvt. Ltd. And another against its wholly owned subsidiary - Log 9 Mobility Pvt. Ltd., both functional at the same address have been taken up and being decided together not only due to common OTS proposals having been considered by the parties, but also overlapping facts. The two petitions are clubbed at this stage for promoting judicial efficiency on the one hand and seeking coordinated resolutions, saving time and costs as warranted by the broader objective of effective early insolvency resolution.
3. Brief relevant facts of the Petitions are given hereunder:

Log 9 Materials Scientific Private Limited (CP(IB)-115/BB/2025)

- i. The Petitioner/Financial Creditor, Ghalla & Bhansali Securities Private Limited, was incorporated on 20.02.1989 with its registered office at Devansh, 113, D.S.P Road, Dadar East, Mumbai 400014. The Petitioner had sanctioned a revolving unsecured working capital demand loan facility amounting to Rs. 15,00,00,000/- (Rupees Fifteen Crores only) to the Corporate Debtor No.1, Log 9 Materials Scientific Private Limited which was incorporated on 21.04.2015 and has its registered office at 9, Bellary Road, Off Jakkur Main Road, Byatarayanapura, Bengaluru – 560092, Karnataka. The facility agreement was executed on 15.12.2023, with multiple drawdowns subsequently made as per the operational requirements, the last being Rs. 3,05,00,000/- on 03.12.2024.
- ii. The Corporate Debtor No. 1 has repaid Rs. 1,50,00,000/- on 17.12.2024, leaving a debit balance of Rs. 3,05,00,000/- as on 01.02.2025. Under the terms of the facility agreement, the outstanding amounts were required to be repaid within 60 days from the last drawdown, i.e., by 01.02.2025, but the Corporate Debtor No. 1 has failed to clear the said outstanding. Despite demand notices dated 03.02.2025 and



19.02.2025, and a recall notice dated 20.03.2025, no payment was made. Interest continued to accrue at 13.5% p.a. resulting in total outstanding liability rising to Rs. 3,33,68,935/- (Rupees Three Crores Thirty Three Lakhs Sixty Eight Thousand Nine Hundred and Thirty Five only) as on 31.03.2025.

- iii. The Petitioner's claim is supported by the facility agreement, ledger statements, NESL authenticated Record of Default, and corresponding communications. Despite several opportunities and repeated reminders, the Corporate Debtor No.1 has failed to repay the outstanding financial debt, and the default continues, necessitating initiation of CIRP under Section 7 of the IBC, 2016.

Log9 Mobility Private Limited (CP(IB)-117/BB/2025)

- i. Pursuant to a Loan Agreement dated 30.06.2022, the Petitioner had disbursed an unsecured loan amount of Rs. 4,00,00,000/- (Rupees Four Crores only) to the Corporate Debtor No.2, Log9 Mobility Private Limited, which was incorporated on 08.12.2021 and has its registered office at 9, Bellary Road, Jakkur Layout, Bengaluru 560092, Karnataka. The said loan was disbursed via direct transfer to the Corporate Debtor's Kotak Mahindra Bank account on 01.07.2022, as evidenced by the Petitioner's bank statement annexed to the Petition.
- ii. As per the terms of the loan agreement, the Corporate Debtor No. 2 was required to repay the loan in Equated Monthly Instalments inclusive of principal and interest over a 60-month period commencing July 2022. The Corporate Debtor No. 2 regularly paid EMIs till May 2024, that is 22 instalments, resulting in cumulative repayment of Rs. 1,46,66,674/- (Rupees One Crore Forty Six Lakhs Sixty Six Thousand Six Hundred and Seventy Four only) towards the principal. The balance outstanding principal as on 08.05.2024 stood at **Rs. 2,53,33,326/-** (Rupees Two Crores Fifty Three Lakhs Thirty Three Thousand Three Hundred and Twenty Six only). On 08.06.2024, the Corporate Debtor No.2 defaulted on the 23rd and subsequent installments which are outstanding despite repeated oral and written reminders from the Petitioner.
- iii. Alike the matter of Corporate Debtor No. 1, demand notices dated 03.02.2025 and 19.02.2025, and a recall notice dated 20.03.2025 were served which are all



acknowledged by Corporate Debtor No.2 but no payments have been made. The Petitioner claims that the total outstanding dues against Corporate Debtor No.2 are **Rs. 3,39,25,546/-** (Rupees Three Crores Thirty Nine Lakhs Twenty Five Thousand Five Hundred and Forty Six only) as on 08.04.2025, comprising Rs. 2,53,33,326/- towards principal, Rs. 51,08,887/- accrued interest at 13% per annum, and Rs. 34,83,333/- penal charges at 2% of outstanding. The claim is supported by documentary evidence including the loan agreement, bank statement, demand notices, acknowledgment letters, ledger account, and confirmation of outstanding dues. Despite multiple opportunities, the Corporate Debtor No.2 has failed to repay the financial debt, and the default continues, constraining the Petitioner to seek commencement of CIRP under Section 7 of the IBC, 2016.

4. The Respondents have filed reply/Objections to petitioner's claim separately taking identical pleas in both cases which are consolidated and summarised hereunder:
 - i. The petitions have been filed during ongoing settlement discussions between the corporate debtors and the financial creditor without waiting for their culmination. The respondents specifically referred to a series of communications, including an OTS offer initially for Rs. 1 crore and subsequently enhanced to Rs. 1.25 crore, purportedly intended to cover the outstanding dues of both the Corporate Debtors. The respondents maintain that the petitioner did not respond to the enhanced OTS proposal and instead proceeded prematurely to initiate insolvency proceedings while bonafide negotiations were underway.
 - ii. The hasty filing of the present insolvency applications, without fully exhausting avenues for negotiation and settlement is resented being contrary to the objectives and spirit of the IBC, which prioritizes resolution over mere recovery. It is submitted that the petitioner's conduct amounts to an abuse of process, seeking to pressurize the respondents despite their genuine attempts to settle. The respondents emphasize that the Code is designed to address genuine insolvency, not act as a routine debt recovery mechanism, and urge that the petitions be dismissed with exemplary costs.
 - iii. There are arbitration clauses in the loan and facility agreements, mandating amicable discussions between the parties for resolution, followed by arbitration for unresolved disputes. The respondents contend that by approaching the Tribunal



without resorting to the agreed dispute resolution mechanisms, the petitioner has breached its contractual obligations, rendering the present proceedings premature and liable for dismissal.

- iv. The respondents also asserted their financial health and solvency, highlighting robust revenue growth over three years and significant current assets (including inventory and liquid assets valued at INR 14.8 crore and INR 178.1 crore), arguing that they are not in genuine financial distress and possess resources sufficient to meet all obligations. It is contended that there is no basis to allege insolvency or justify initiation of CIRP under the Code.
- v. Reliance on judgment of Hon'ble the Supreme Court decision in ***Vidarbha Industries Power Limited v. Axis Bank Limited ((2022) 8 SCC 352)*** has been placed to put forth that the Tribunal has discretion to reject CIRP applications under Section 7 if sufficient reasons are offered. The respondents reiterate that the present petitions lack merit, as there is no insolvency, the petitioner has ignored the contractual dispute resolution process, and that genuine settlement talks were underway. On these bases, the respondents seek dismissal of both the petitions with exemplary costs.

5. The Petitioner has filed rejoinders stating as under:

- i. While reiterating that defaults by the Corporate Debtors commenced on 08.06.2024 for Log9 Mobility Private Limited and 01.02.2025 for Log 9 Materials Scientific Private Limited, with substantial dues remaining outstanding despite issuance of statutory demand notices and recall letters, the Petitioner asserts it was constrained to seek remedy under Section 7 of the IBC, 2016 due to the continuing default and non-payment.
- ii. Responding to the ongoing settlement discussions and OTS proposals, it is stated that the offers of Rs. 1 crore and Rs. 1.25 crore were grossly inadequate in comparison to the total admitted liabilities of both companies, aggregating to over Rs. 6 crores. The Petitioner relied on the Hon'ble NCLAT decision in ***Priyal Kantilal Patel v. IREP Credit Capital (P) Ltd., 2024***, and recent judicial pronouncements, affirming that even if a settlement agreement is discussed or breached, the underlying "financial debt" remains actionable and CIRP may be



initiated under Section 7. Breach of a compromise or settlement does not extinguish the right to proceed on the original loan.

- iii. The Petitioner specifically denied that any sustained or good-faith negotiations took place and every OTS proposal was duly considered but justifiably rejected for inadequacy. The existence of settlement talks, by itself, neither postpones nor bars statutory rights under the IBC and does not transform the defaulted claim into an “abuse of process.” Invoking statutory remedy under Section 7 following continued unavailable payments cannot be described as arm-twisting or contrary to legislative spirit. The Petitioner references the Supreme Court’s decision in ***Vidarbha Industries Power Limited v. Axis Bank Limited [(2022) 8 SCC 352]***, pointing out that NCLT’s discretion to admit or reject CIRP applications exists but must be exercised judiciously and defaults must be addressed on their merits.
- iv. So far as jurisdictional challenge is concerned, mere presence of an arbitration clause in the agreements does not oust the Tribunal’s powers under Section 7, as repeatedly held by the Hon’ble Supreme Court and NCLAT. The IBC’s provisions particularly Section 60(5)(c) are overriding, and insolvency matters must be determined by the NCLT, notwithstanding any contractual dispute resolution arrangements.
- v. The Petitioner refuted the assertions of financial strength and solvency of the Corporate Debtors, highlighting their own OTS offers, audited financials, and master data clearly reflect material financial stress, persistent liabilities, and even cross-entity defaults. The argument of asset cover or future business prospects cannot serve as a defence against substantiated present defaults and continuing inability to pay/service overdue debts.
- vi. Mere possession of inventory or purported assets by the Respondents neither discharge their liability nor precludes insolvency under IBC. The Petitioner calls for strict proof of asset value and points to the statutory test under the Code, which is the actual inability to service debt obligations.
- vii. All statutory conditions for admission of a Section 7 petitions herein are fully satisfied and alleged factors such as negotiations or contract defences are not persuasive or sufficient to refuse relief, as clarified by recent Hon’ble Supreme Court and NCLAT judgments. The reliance on settlement discussions, arbitration



clauses, or asset statements do not override the fundamental fact of established defaults.

6. Heard Ld. Counsels for the parties and perused the record as well as relevant legal propositions.
7. The total default amount of the parent and its subsidiary (in which respective CP 115/BB/2025 and 117/BB/2025) are filed, is Rs. 6,72,94,481/- (Rs. 3,33,68,935/- plus Rs. 3,39,25,546/-). The first OTS proposal dated 23.03.2025 and the response of petitioner thereto dated 02.04.2025 are reproduced below:

OTS Proposal dated 23.03.2025:

“This letter serves as a formal follow-up to my visit to your esteemed office on 22 March, 2025, during which I provided a comprehensive explanation of the financial challenges currently confronting Log Companies. These challenges are primarily attributable to prevailing market conditions, unforeseen delays in receivable recovery, and a regrettable erosion of certain assets.

Please be assured that Log9 Companies are diligently endeavoring to regularize all outstanding financial obligations and intends to remit payments at the earliest feasible opportunity.

As on current date, the aggregate outstanding balance for both Log9 Companies stands at about Rs. 6.5 Crores. In light of this, we respectfully propose a One-Time Settlement (OTS) offer of Rs. 1 Crore. We commit to remitting this proposed settlement amount in its entirety within a six-month period from the date of your acceptance.”

Response letter dated 02.04.2025:

“....., after careful review, we must firmly reject your proposed One-Time Settlement offer of Rs. 1 Crore against the total outstanding balance of Rs. 6.5 Crores. Your proposal, which seeks to settle a significant outstanding sum for a reduced amount over an extended period, does not align with our financial recovery objectives or the terms of the original agreements.”

8. Revised joint offer of Rs. 1.25 Cr was received from Respondents via email dated 07.04.2025.



“In an earnest effort to demonstrate our sincerity and secure 2 mutually agreeable resolutions, we are pleased to present an enhanced One-Time Settlement offer of Rs. 1.25 Crore. Furthermore, we commit to remitting this revised settlement amount in its entirety within a significantly reduced timeframe of three (3) months from the date of your acceptance, rather than the previously proposed six months.”

9. As the sequence of events reveals, the demand notices dated 03.02.2025 and 19.02.2025 did not elicit any response from the respondents. The recall notice date 20.03.2025 however perceptibly had serious inherent consequences hastening a visit to the petitioner’s office on 22.03.2025 and first offer the next day. On being tersely turned down, soon a revised OTS offer was sent to the petitioner probably in the hope of pulling the matter in this chain for some time. The filing of these petitions, by unceremoniously breaking that chain, is termed to be premature and against the tenets of resolution efforts statutorily prescribed under IBC and contractually enshrined in facility agreement and loan agreement. In fact more than the involvement of legal strength in the contention, the respondents seem frustrated on being snatched of the opportunity to protract the culmination of events leading to filing of these petitions and gain time by gradually revising OTS offers marginally on previous offers being rejected, having started from significantly reduced proposals. It has been held by Hon’ble National Company Law Appellate Tribunal in ***Rajender Kumar Pahwa v. Canara Bank & Ors., Company Appeal (AT) (Insolvency) No. 1980 of 2024*** that *a financial creditor’s statutory right under Section 7 to initiate CIRP is not curtailed by any inter-creditor or consortium agreement, nor by the pendency or conditional approval of any OTS proposal, which cannot be claimed as a matter of right by the borrower. Any reason or inability of the Corporate Debtor to pay debt is also not required to be looked into at the CIRP initiation stage by the NCLT.*
10. During pendency of the petitions no OTS proposals have been given by the respondents reflecting lack of sanguinity in the previous proposals.
11. With regard to the existence of an arbitration clause in the agreement relied upon by the Respondents, it was held in ***Indus Biotech Private Limited vs. Kotak India Venture (Offshore) Fund*** reported in **(2021) 6 Supreme Court Cases 436** that the Adjudicating



Authority is duty bound to first to decide an application under Section 7 of the IBC which was pending in following words

“27. As noted, the issue which is posed for our consideration is arising in a petition filed under Section 7 of IB Code, before it is admitted and therefore not yet an action in rem. In such application, the course to be adopted by the Adjudicating Authority if an application under Section 8 of the Act, 1996 is filed seeking reference to arbitration is what requires consideration. The position of law that the IB Code shall override all other laws as provided under Section 238 of the IB Code needs no elaboration. In that view, notwithstanding the fact that the alleged corporate debtor filed an application under Section 8 of the Act, 1996, the independent consideration of the same dehors the application filed under Section 7 of IB Code and materials produced therewith will not arise. The Adjudicating Authority is duty bound to advert to the material available before him as made available along with the application under Section 7 of IB Code by the financial creditor to indicate default along with the version of the corporate debtor. This is for the reason that, keeping in perspective the scope of the proceedings under the IB Code and there being a timeline for the consideration to be made by the Adjudicating Authority, the process cannot be defeated by a corporate debtor by raising moonshine defence only to delay the process. In that view, even if an application under Section 8 of the Act, 1996 is filed, the Adjudicating Authority has a duty to advert to contentions put forth on the application filed under Section 7 of IB Code, examine the material placed before it by the financial creditor and record a satisfaction as to whether there is default or not. While doing so the contention put forth by the corporate debtor shall also be noted to determine as to whether there is substance in the defence and to arrive at the conclusion whether there is default. If the irresistible conclusion by the Adjudicating Authority is that there is default and the debt is payable, the bogey of arbitration to delay the process would not arise despite the position that the agreement between the parties indisputably contains an arbitration clause.”

In the present cases neither an application under section 8 of Arbitration & Conciliation Act, 1996 has been filed nor the Respondents themselves have initiated any steps under the arbitration agreement prior to the filing of these proceedings.



12. The Corporate Debtors claim of solvency by citing annual turnover figures falls short of the requisite parameters. The record including audited financials and master data showing continued liabilities and creation of charges, the submissions of respondents regarding financial health are unsupported by credible and sufficient documents. Not only are their financial statements projecting substantial losses for the last two years but also, they have not been able to service their debts. The OTS proposal exposes their claim by acknowledging undergoing financial distress. The claim falls flat on being confronted with the quantum of OTS offers and that too spread over some time, as compared to total acknowledged debts due & payable to the petitioner.

13. Under Section 7 of the IBC, to initiate the CIRP, the Financial Creditor is only required to establish the existence of a financial debt and the occurrence of default. The material placed on record including the corroborative NeSL Record of Default, loan documentation, and subsequent correspondence demonstrate compliance with these statutory thresholds. Hon'ble Supreme Court of India in the case of ***Innovative Industries Ltd. vs. ICICI Bank and Ors., (2018) 1 SCC 407*** has held as under:

“...30.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.”

14. Lastly, it was observed in ***Prakash Kumar Raj v. Shriram City Union Finance Ltd. and Anr., (2024) ibclaw.in 76 NCLAT*** that we are of the view tat the judgment of Hon'ble Supreme Court in Vidarbha was on its own facts and the said judgment does not apply in the present case” also holds good in the present matters.

15. In the light of the above analysis, both the Company Petition bearing **CP (IB) No. 117/BB/2025** and **CP (IB) No. 115/BB/2025** are allowed and the corporate debtors **Log 9 Mobility Pvt. Ltd. and Log 9 Materials Scientific Pvt. Ltd.** are admitted to undergo corporate Insolvency Resolution Process. A moratorium is declared in terms of Section 14 of the Code in respect of both entities. As a necessary corollary, the



following prohibitions are imposed for all concerned to comply with in respect of the Corporate Debtors:

- a. The institution of suits, or continuation of pending suits or proceedings against the Corporate Debtors including execution of any judgment, decree or order in any court of law, tribunal, arbitration panel, or other authority, is prohibited.
 - b. Transferring, encumbering, alienating or disposing of by the Corporate Debtors any of their assets or any legal right or beneficial interest therein, is prohibited.
 - c. Any action to foreclose, recover or enforce any security interest created by the Corporate Debtors in respect of its property including any action under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002, is prohibited.
 - d. The recovery of any property by an owner or lessor, where such property is occupied by or in the possession of the Corporate Debtors, is prohibited.
 - e. It is directed that the supply of essential goods or services to the Corporate Debtors shall not be terminated, suspended, or interrupted during the moratorium period in accordance with subsection (2) of Section 14 of the Code.
16. The provisions of sub-section (3) of Section 14 of the Code shall, however, not apply to such transactions as may be notified by the Central Government in consultation with any financial sector regulator and to a surety in a contract of guarantee to a Corporate Debtor.
17. The order of moratorium becomes effective forthwith and shall remain in force till completion of the CIRP or until this Authority approves the Resolution Plan under sub-section (1) of Section 31 of the Code, or passes an order for liquidation of Corporate Debtors under Section 33 of the Code, as the case may be.
18. In Part-III of Form No.1 for both petitions, **Mrs. Neeraja Kartik**, bearing Registration No. IBBI/IPA-001/IP-P01445/2018-2019/12137, having registered address at 202, Padmasani Apartments, 58/2, Shivaji Nagar, Near Shivaji Park, Nagpur, Maharashtra 440010, contact no.: +91 9922508850 and email: **neerajakartikip@gmail.com**, has been proposed as Interim Resolution Professional (IRP). Her written consent and credentials have been given in Form No.2. In view of the settled legal proposition, we



hereby appoint Mrs. Neeraja Kartik as the IRP for both Corporate Debtors. The IRP is directed to take steps as mandated under the IBC, particularly under Sections 15, 17, 18, 20 and 21 of IBC, 2016.

19. The Financial Creditor shall deposit a sum of **Rs. 2,00,000/-** (Rupees Two Lakhs Only) per Corporate Debtor with the IRP for meeting expenses arising out of issuing public notice and inviting claims. These expenses are subject to approval by the respective Committee of Creditors. To obviate belated claims, if any at all, being received from statutory authorities, the IRP shall issue individual notices to the Jurisdictional Income Tax Authority; Principal Commissioner of Income Tax (Judicial), Bengaluru; Regional Provident Fund Commissioner; GST Commissioner; Commercial Tax Authority; ESIC, recognized Labour Unions as may be applicable to their establishment etc.
20. The IRP shall, after collation of all the claims received against each Corporate Debtor and determining their financial positions, constitute corresponding Committee of Creditors and file report certifying their constitution to this Authority on or before expiry of thirty days from the date of appointment, and shall convene the first meeting(s) of the Committee(s) within seven days for filing the report(s) of Constitution. The IRP is further directed to send regular monthly progress reports to this Authority.
21. A copy of this order shall be communicated to both parties in each petition. The learned Counsel for the Petitioner shall deliver a copy of this order to the IRP forthwith. The Registry is also directed to send the copy of this order to the IRP at her email address forthwith.

-Sd-

**RADHAKRISHNA SREEPADA
MEMBER (TECHNICAL)**

-Sd-

**SUNIL KUMAR AGGARWAL
MEMBER (JUDICIAL)**