

THE NATIONAL COMPANY LAW TRIBUNAL

COURT VI, NEW DELHI

IA- 5107/2025 & IA- 4230/2025

IN

Company Petition No. (IB) – 142/ND/2024

Filed Under Section 9 of the Insolvency and Bankruptcy Code, 2016 and Rule 6 of the Insolvency and Bankruptcy (Application to Adjudicating Authority), Rules, 2016.

**Liberium Global Resources
Private Limited**

Having its Registered Address-

: UB-1 Corporate Building, FC
9-10, Sector 16A, Film City,
Noida, Gautam Buddha Nagar,
Uttar Pradesh – 201301.

... Operational Creditor

Versus

Amritsar MSW Limited

Having its Registered Address at-:

232 B, Okhla Industrial Area Phase 3,
Delhi, South Delhi
India – 110020.

...Corporate Debtor

Along with IA- 5107/2025:

Amritsar MSW Limited

Having its Registered Address

at-: 232 B, Okhla Industrial Area Phase 3,
Delhi, South Delhi
India – 110020.

...Applicant

Versus

**Liberium Global Resources
Private Limited**

Having its Registered Address

at-: UB-1 Corporate Building,
FC 9-10, Sector 16A, Film City,
Noida, Gautam Buddha Nagar,
Uttar Pradesh – 201301.

...Respondent

And Along with IA- 4230/2025

**Liberium Global Resources
Private Limited**

Having its Registered Address

at-: 18th Floor, Marathon
Futurex N.M. Joshi Marg, Lower
Parcel Mumbai, Maharashtra
400013.

...Applicant

Versus

Amritsar MSW Limited

Having its Registered Address

at-: Flat No. 101, Shridher Apartments 886/6,
Ward 6. Mehrauli, State Bank of India,
Delhi 110030.

...Respondent

Order Delivered on: 13.04.2026.

CORAM:

**MS. JYOTSNA SHARMA
HON'BLE MEMBER (JUDICIAL)**

**MS. ANU JAGMOHAN SINGH
HON'BLE MEMBER (TECHNICAL)**

APPEARANCES:

For the Applicant: Mr. Prateek Mishra, Mr. Kaustubh Rai, Adv. Ms. Eira
Mishra, Adv.

For the Respondent: Mr. Aniket Aggarwal, Ms. Priya Chauhan, Adv.

ORDER

1. The present Company Petition IB -142/ND/2024 was filed on 14.10.2023 before this Adjudicating Authority for the initiation of CIRP Proceedings by **M/s. Liberium Global Resources Private Limited (Operational Creditor)** against the **M/s. Amritsar MSW Limited (Corporate Debtor)** under Section 9 of the IB Code.
2. The total amount claimed in default is **Rs. 2,28,65,774/- (Rupees Two Crores and Twenty-Eight Lakhs and Sixty-Five Thousand and Seven Hundred and Seventy-Four Only)** along with interest @ 12% only being due and payable by the Corporate Debtor to the Operational Creditor on account of the unpaid invoices. The date of default is stated to be 02.01.2022.
3. The Operational Creditor has filed the Section 9 Petition seeking initiation of CIRP of the Corporate Debtor. The same was earlier allowed by this Hon'ble Tribunal vide order dated 09 May 2025. However, by means of order dated 08 July 2025, the Hon'ble National Company Law Appellate Tribunal had set aside the order dated 09 May 2025 and remanded the matter with the following observation-:

“3. Given the nature of the submission made before us, we have little hesitation in setting aside the order of the Adjudicating Authority dated 09.05.2025 in Company Petition 830/2025 and remanding the matter back to the Tribunal. The appellant is entitled to file its reply raising all pleas available to it in law, including the plea as to the maintainability of the company petition, on or before 22.07.2025.

4. Except for force majeure or Vis major events intervening, neither side, more specifically the appellant, shall seek by adjournments before the Adjudicating Authority. The Adjudicating Authority is required to explore possibilities of disposing of the matter as early as possible, preferably within six weeks after the completion of

pleadings.

5. *This appeal is disposed of accordingly.*”

4. The restoration application 63/2025 filed U/r 11 of the NCLT Rules, 2016 which was allowed on 22-07-2025 and the CP IB-142/ND/2024 was restored to its original position.

5. The submission made by the operational creditor are as follows:-

- I. That the Concessioneing Authority (Municipal Corporation of Amritsar), was desirous of establishing a suitable mechanism on regional basis to scientifically manage the collection, transportation processing and disposal of municipal solid waste generated from residential and other areas with a view to meet environmental regulations and for health and hygiene. Accordingly, the Concessioneing Authority conducting a competitive bidding process and accepted the proposal of the selected bidder (Essel Infraprojects Limited) and communicated its acceptance by letter of intent dated 04.12.2015.
- II. Thereafter, the Selected Bidder had incorporated the Concessionaire (Amritsar MSW Limited) under the Companies Act, 1956 as Special purpose company for the development and implementation of the project.
- III. That an Execution of Concession Agreement dated 18.03.2016 was signed between Municipal Corporation of Amritsar ("*Concessioneing Authority*"), Amritsar MSW Limited ("*Concessionaire*"), Essel Infraprojects Limited ("*ELL/Selected Bidder*"), and the Department of Local Government, Punjab for collection, transportation, processing, and disposal of Municipal Solid Waste ("MSW").
- IV. Pursuant to Concession Agreement dated 18.03.2016 a Sale agreement was executed on 01.02.2019, between the Applicant and the Corporate Debtor whereby the Applicant ("Liberium Global Resources Private Limited") had to supply MSW (Municipal Solid Waste) to the Corporate Debtor (Amritsar MSW Limited) for conversion into electricity.

- V. Subsequently, a Supplementary agreement was executed on 19.06.2020 between Municipal Corporation of Amritsar, EIL, Corporate Debtor and Averda Waste Management Investments India Private Limited ("Averda") whereby all the duties, obligations and liabilities of EIL were to be discharged by Averda.
- VI. That as per clause 5.1 of the concession agreement dated 18.03.2016 details the General Obligation of Concessionaire the clause 5.1.(c)(iv) The Concessionaire was liable towards compliance relating labour, staff and personnel employed by it and its contractor for implementation of the project.
- VII. In September 2021, the minimum wages in Punjab were revised. The revised wage structure was first shared with the Corporate Debtor via email dated 16.12.2021. Subsequently, in an email dated 20.12.2021, the Corporate Debtor's representative requested that the credit amount be adjusted against the invoice for November 2021. Furthermore, the Corporate Debtor expressly accepted the revised wages in its email dated 22.12.2021.
- VIII. While the invoice LGRPLMSW212024 for December 2021 was paid, Corporate Debtor later changed its position and, via email dated 07.03.2022, declined to pay the enhanced wages citing pendency of a legal challenge before the Punjab and Haryana High Court to the wage notification, despite the absence of any stay order.
- IX. Thereafter, the Sale agreement dated 01.02.2019 was unilaterally terminated by Corporate Debtor on 24.09.2022.
- X. A Demand Notice under Section 8 of the IBC was issued by the Operational Creditor on 23.08.2023 for debt of Rs. 2,28,65,774/-, based on invoices raised directly on the Corporate Debtor, in accordance with the aforesaid agreements and the admission of the Corporate Debtor to pay wages as per the Statutory increase.

6. The Submission made by the Corporate Debtor are as follows:-

- I. That the claim made by the Operational Creditor has absolutely no contractual basis or foundation, as there was no agreement between the parties which required the Corporate Debtor to pay any enhanced/increased wages to the Operational Creditor.
- II. That Vide emails dated 04, 07, 08 and 09 March 2022, the Corporate Debtor informed the Operational Creditor that it was not liable to pay any increased /enhanced wages, as the Subject Amendment had been challenged before the Hon'ble High of Punjab & Haryana in Civil Writ Petition No. 1450-2022. Therefore, it is submitted that in view of the said legislation there exists a genuine pre-existing dispute in connection with the amount claimed by the Operational Creditor and the purported Confidential Agreement dated 01.04.2018 is forged and fabricated.
- III. The Corporate Debtor has also raised the issue of faulty Demand Notice. The Operational Creditor issued its first Demand Notice dated 18 July 2023 demanding payment of Rs. 2.43 Crores and along with a confidential agreement. A second Demand Notice dated 23 August 2023 to the Corporate Debtor under Section 8 of IBC In this notice, the Operational Debtor claimed payment for a sum of- INR 2.28 crores, after removing reliance on the Confidential Agreement.
- IV. The Corporate Debtor issued a reply dated 01 September 2023 to the Second Demand Notice, again highlighting, inter alia, that the claim of the Operational Creditor did not have any contractual basis, that the Confidential Agreement was a fabricated document, that the Invoices were defective, and that the claim of the Operational Creditor was the subject of pre-existing disputes between the parties.

7. The Rejoinder Filed by the Operational Creditor:-

- I. The Corporate Debtor has contended that no contractual relationship existed with the Operational Creditor. The Operational Creditor vide emails

dated 20.12.2021 and 22.12.2021, to implement the revised CTC structure in accordance with the Minimum Wages Act, 1948, thereby evidencing unequivocal acceptance of the revised wage terms. Furthermore, the consistent practice of the Corporate Debtor in making payments against invoices and the ledger reflecting receipt of such payments, conclusively establish the existence of a contractual relationship between the parties.

II. The second contention raised by the Corporate Debtor is that there is a pre-existing dispute between the parties, relying on the fact that the notification revising wages has been challenged by third party before the Punjab and Haryana High Court. Despite repeated requests, the Corporate Debtor failed to furnish any stay order or relevant documents and merely shared a cause title while insisting on continuation of the old wage structure, disregarding statutory obligations. Furthermore, a challenge initiated by third parties, to which the present Operational Creditor is not a party, cannot, be regarded as a “pre-existing dispute” between the parties to the present proceedings.

III. The Corporate Debtor raises the issue that that multiple demand notices were issue by the Operational Creditors. However, it is apparent from the record itself that this is not a case of multiple notices. The first notice erroneously contained invoices that did not pertain to the Corporate Debtor, and was therefore recalled. The only Demand Notice relevant to the present case is dated 23.08.2023.

Analysis and Finding:-

8. Heard the Learned Counsel and perused the material on record.
9. We note that the said Petition was earlier admitted by this Adjudicating Authority vide order dated 09.05.2025. However, the Hon'ble National Company Law Appellate Tribunal, vide its order dated 08.07.2025, set aside the aforesaid admission order and remanded the matter back for fresh consideration.

10. In the present case, it is an admitted position that the successful bidder, M/s Essel Infra Projects Limited, signed and executed a concession agreement on 18.06.2016 with Municipal Corporation of Amritsar (" *Concessions Authority*"), Amritsar MSW Limited ("*Concessionaire*"), Essel Infraprojects Limited ("*EL/Selected Bidder*"), and the Department of Local Government, Punjab for collection, transportation, processing, and disposal of Municipal Solid Waste ("MSW"). This is an admitted position that Amritsar MSW Limited the Corporate Debtor was incorporated by the selected bidder (M/s Essel Infra Projects Limited) before the execution of the Concession Agreement dated 18.03.2016 as Special Purpose Company and that subsequently on 01.02.2019 the petitioner ("Liberium Global Resource Private Limited) entered into agreement with Corporate Debtor the Amritsar MSW Limited whereby the Corporate Debtor was to receive the Municipal Solid Waste from the Petitioner and Corporate Debtor was to pay the dues. This insolvency petition based is on default in payment of dues pursuant to the agreement dated 01.02.2019.
11. The plea of the Petitioner is that the Corporate Debtor was liable to pay minimum wages as per the terms of concession agreement particularly the Article 5 (The Concessionaire's Obligations) Clause 5.1(c)(i)(iv) and 5.1(f)(iv) and Article 8.11(Change in Law) which are as below-:

5.1. General Obligations of Concessionaire

The Concessionaire shall meet the Conditions Precedent for Concessionaire - CT&D and Conditions Precedent for Concessionaire - P&D in timely manner. Further, the Concessionaire shall meet the following obligations at its cost during the Concession Period, and beyond the Concession Period in case of Post Closure Activities:

(c) Liability

- (i) be the applicant, the authorized person, the occupier, the transporter (where applicable) and operator of the Project Facilities under and for the purposes of the Applicable Laws, including the MSW Rules. The Concessionaire accepts all liability and shall be liable under the Applicable Laws or otherwise for the implementation, operation and maintenance of the Project Facilities and indemnify and keep indemnified at its cost the Concessions Authority and the Government Authorities from and against*

any liability arising due to its acts or deeds or lack of any of its acts or deeds either by itself or Persons claiming through or under it, for the Project; bear at its cost and consequence, all risks of loss of or damage to life, limb, personal injury, death, physical property and environment, in or around the Project Site(s) or in relation to implementation of project, which arise in connection with or in consequence of the performance of the Construction Works by the Concessionaire or Persons claiming through or under it.

(iv) be liable for its contracts with its Contractors, personnel, labour or any Third Party. The Concessioneing Authority shall not be liable in any manner in this behalf;

(f) Personnel and Labour

(iv) be solely responsible and liable for compliance with all Applicable Laws, including labour and local laws, pertaining to the employment of labour, staff and personnel by it and its Contractors for implementing the Project;

8.11. Change in Law

(a) Change in Law shall mean the occurrence or coming into force of any of the following, after the Appointed Date:

i. The enactment of any new Indian law;

ii. The repeal, modification or re-enactment of any existing Indian law;

iii. A change in the interpretation or application of any Indian law by a court of record;

iv. Any order, decision or direction of a court of record.

Provided that Change in Law shall not include:

i. Coming into effect, after the Appointed Date, of any provision or statute which is already in place as of the Appointed Date,

ii. Any new law or any change in the existing law under the active consideration of or in the contemplation of any government as of the Appointed Date which is a matter of public knowledge;

iii. Any change in the rates of the Taxes.

(b) Subject to Change in Law resulting in Material Adverse Effect and subject to the Concessionaire taking necessary measures to mitigate the impact or

likely impact of Change in Law on the PrOject, if as a direct consequence of a Change in Law, the Concessionaire is obliged to incur Additional Costs, then Concessioning Authority shall subsequently reimburse to the Concessionaire, 100% of such Additional Costs, provided such Additional Cost in any manner as may be mutually agreed upon by Parties.”

12. Significantly, the objection of the respondent is confined to the plea that there is no term or condition imposing liability on him to pay “enhanced wages”. It may be noted that in September 2021, the minimum wages were revised by the competent government. In this context it is noteworthy that the respondent never denied their liability to pay the minimum wages. Infact Respondent continued to pay the minimum wages and thereafter the revised minimum wages as is indicated by email dated 22nd December 2021 sent to Operational Creditor (Liberium Global Resources Private Limited). Later on, they raised an objection against payment of revised wages on the sole ground that the revised minimum wages structure was challenged before the Hon’ble Punjab and Haryana, High Court in an unrelated matter. We observe that there is nothing to show that the Hon’ble High Court struck down the revised wage structure.
13. From the averment and papers on the record, an indisputable position emerges that there has not been any denial by the Respondent of their liability to pay the wages. This is no body’s case that there was any express term in the agreement that in case of any eventuality of increase or decrease or change in the rate of wages, the liability shall not fall on the Respondent. According to the operational creditor the agreement of 01.02.2019 executed between the operational and corporate debtor was executed in pursuance of pre-existing Concession Agreement dated 18.03.2016 between four parties who included the Corporate Debtor as Special Purpose Company for the development and implementation of the project which is the subject matter of subsequent agreement of 2019 referred to above. This averment of the petitioner is nowhere denied by the respondent.

Further their conduct shows that they initially paid the enhanced wages and thereafter stopped making payment not on the grounds that they were not liable to pay wages on enhanced rates, but simply on the basis of the fact that

some third party challenged the revised wages. In absence of express term and condition in the agreement, we do not see any justification for stoppage of the payment of enhanced wages by the respondent. The defence raised by the Respondent on this issue has no rationale. Infact the concession agreement speaks of their liability to abide by the law in force even when there is some change in law. Legally where there is some change in law which does not strike at the root of the agreement or goes against the spirit of the matter or makes it inexecutable or execution unconscionable, and unfair causing extreme hardship to one of the parties, the parties concerned cannot deny their liability under such agreement.

We further find that in the reply filed in the main petition and also before the Appellate Forum the Respondent emphatically denied their liability to pay the enhanced wages and contested the insolvency petition, however interestingly later on for the reasons best known to them they filed an IA-5107/2025 with a prayer to allow this very petition which in our view gives a clear indication that they concede their liability though belatedly.

14. The Corporate Debtor has raised their objection to the petition on the ground that multiple demand notice were issued which is not as per the provisions of the code; it is observed that the earlier demand notice was withdrawn by the applicant, and the present Petition is founded upon the Demand Notice dated 23.08.2023. The Demand Notice dated 23.08.2023 satisfies the requirements of Section 8 of the Insolvency and Bankruptcy Code, 2016. Accordingly, the objection raised by the Corporate Debtor stands rejected.
15. The contention raised by the Corporate Debtor pertains to the alleged existence of a pre-existing dispute on account of litigation pending relying on the fact that the notification revising wages has been challenged by third party before the Punjab and Haryana High Court on governmental order on enhancement of wages. Furthermore, a challenge initiated by third parties, to which the present Operational Creditor is not a party, cannot, be treated as a “pre-existing dispute” between the parties to the present proceedings.

In view of this, Adjudicating Authority is of the considered opinion that the alleged dispute does not qualify as a “pre-existing dispute” within the meaning of the Insolvency and Bankruptcy Code, 2016. Accordingly, the contention of the Corporate Debtor is rejected.

16. On the basis of above discussion, we are of the view that Corporate Debtor has committed default in payment of debt of more than the threshold amount and there is no pre-existing dispute. Accordingly, the present **Company Petition IB-142/ND/2024** is admitted under Section 9 of the Insolvency and Bankruptcy Code, 2016.
17. In view of the above facts and circumstances, we are satisfied that the present petition filed by the Operational Creditor fulfils the criteria laid down under the provisions of the Code. In the light of the above facts and circumstances, it is, hereby ordered as follows: -
 - a) The application bearing *CP (IB) No. 142/ND/2024* filed by of **M/s. Liberium Global Resources Private Limited**, the Operational Creditor, under Section 9 of the Code read with rule 6 of the Insolvency & Bankruptcy (Application to Adjudicating Authority) Rules, 2016 for initiating CIRP against **M/s. Amritsar MSW Limited**, the Corporate Debtor, is **admitted**.
 - b) The Operational Creditor has not proposed any name for the Interim Resolution Professional (“IRP”). Therefore, we appoint name **Mr. Deepak Kumar Goyal** as Interim Resolution Professional (“IRP”) having address Flat no 101, Shridher Apartments 884/6, Ward-6, Mehrauli, State Bank of India, South, National Capital Territory of Delhi-110030.His Email id is ca.deepak.mba@gmail.com and his Contact No. is 9990045308. His registration number is IBBI/IPA-001/IP-P-02490/2022- 2023/14143. Therefore, the IRP shall file a valid Authorization for Assignment along with Written Consent in Form-2 and Registration Certificate within 3 days of the pronouncement of this order.
 - c) Therefore, **Mr. Deepak Kumar Goyal**, Registration Number IBBI/IPA-001/IP-P-02490/2022-2023/14143, is hereby appointed as Interim Resolution Professional (IRP) of the Corporate Debtor to carry out the functions as per the Code, subject to submission of Form AA, Disclosure and a valid Authorization for Assignment in terms of regulation 7A of the

Insolvency and Bankruptcy Board of India (Insolvency Professional) Regulations, 2016.

- d) We direct the applicant to deposit a sum of Rs. 2 lakh with the Interim Resolution Professional, namely **Mr. Deepak Kumar Goyal**, to meet out the expense to perform the functions assigned to him in accordance with regulation 6 of 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 Operational Creditor. The amount, however, be subject to adjustment by the Committee of Creditors, as accounted for by Interim Resolution Professional, and shall be paid back to the Operational Creditor.
- e) We also declare moratorium in terms of Section 14 of the Code. The necessary consequences of imposing the moratorium flows from the provisions of Section 14 (1) (a), (b), (c) & (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.”

(e) The IB Code 2016 also prohibits Suspension or termination of any 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, 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, concessions, clearances or a similar grant or right during the moratorium period.”

- a) It is made clear that the provisions of 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 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.
- b) Therefore, the IRP shall file a valid Authorization for Assignment along with Written Consent in Form-2 and Registration Certificate within 3 days of the pronouncement of this order.
- c) 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 9 of the Code. 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.
- d) 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 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 opportunity given in this regard.
- e) The Interim Resolution Professional shall perform all his functions contemplated, inter-alia, by Sections 15, 17, 18, 19, 20 & 21 of the Code and transact proceedings with utmost dedication, honesty and strictly in accordance with the provisions of the Code, Rules and Regulations. It is further made clear that all the personnel connected with the Corporate Debtor, its promoters or any other person associated with the Management of the Corporate Debtor are under legal obligation under Section 19 of the Code to extend every assistance and cooperation to the Interim Resolution Professional as may be required by him in managing the day-to-day affairs of the ‘Corporate Debtor’.

- f) 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 CIRP in respect of the Corporate Debtor.
- g) In case there is any violation committed by the ex-management or any tainted/illegal transaction by ex-directors or anyone else, the Interim Resolution Professional would be at liberty to make appropriate application to this Tribunal with a prayer for passing an appropriate order. The Interim Resolution Professional shall be under duty to protect and preserve the value of the property of the 'Corporate Debtor' as a part of its obligation imposed by Section 20 of the Code and perform all his functions strictly in accordance with the provisions of the Code, Rules and Regulations.
- h) In terms of the Code, the Registry is hereby directed to communicate a copy of the order to the Operational 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. 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.
- i) The Registry is further directed to send a copy of this order to the Insolvency and Bankruptcy Board of India ("IBBI") for their record.
- j) A certified copy of this order may be issued, if applied for, upon compliance with all requisite formalities.

No order as to costs.

18. **IA-5107/2025**- The Corporate Debtor filed **IA-5107/2025** on **16.10.2025**, under Section 60(5) of the Code read with Rule 11 of NCLT Rules, 2016, stating that it does not intend to contest the present petition any further and has prayed for admission of the Section 9 petition. The Applicant seeks following prayer(s): -

- a) *"Allow the Application under section 9 of the IBC bearing no. CP (IB) No. 142/2024; and*
- b) *Pass such further orders or directions as may be deemed fit in the interest of justice."*

As the Company Petition CP IB -142/ND/2024, against the Corporate Debtor stand admitted, therefore the **IA-5107/2025** has become Infructuous, accordingly it is dismissed as having become infructuous.

19. **IA-4230/2025** – The Operational Creditor (Liberium Global Services Private Limited) filed IA-4230/2025 on 26.08.2025, under section 60(5) read with Rule 11 of the National Company Law Tribunal Rules, 2016, stating that it seeks a direction for imposing interim moratorium on the Corporate Debtor (Amritsar MSW Limited). The Applicant seeks following prayer(s): -

- a) *“Direct that an interim moratorium be imposed on the Corporate Debtor, until the adjudication of the present Company Petition and passing of an order on its admission;*
- b) *Grant such other and further reliefs, interim or final, as may be deemed necessary in the facts and circumstances of the present case, towards safeguarding the value of assets of the Corporate Debtor, as well as the interest of the creditors of the Corporate Debtor, which would serve to secure the ends of justice;*
- c) *Issue any further or other orders, directions, or reliefs as this Hon’ble Tribunal may deem fit, just, and proper in the interest of justice and to prevent irreparable harm.”*

As the Company Petition in CP IB -142/ND/2024, against the Corporate Debtor stand admitted , therefore the **IA-4230/2025** has become Infructuous, accordingly it is dismissed as having become infructuous.

-SD/-
ANU JAGMOHAN SINGH
MEMBER (TECHNICAL)

-SD/-
JYOTSNA SHARMA
MEMBER (JUDICIAL)