



NATIONAL COMPANY LAW TRIBUNAL
NEW DELHI BENCH (COURT-II)
IN
(IB)-179/ND/2025

IN THE MATTER OF:

Credas Trusteeship Services Private Limited

410, Bhaveshwar Arcade Annexe,
Opp.Shreyas Cinema, Ghatkopar (West),
Mumbai 400086.

... Applicant/Financial Creditor

VERSUS

M/s Odicea Distribution Technologies Private Limited

45-A, First Floor, Flat B-2, Begumpur,
Malviya Nagar, New Delhi - 110017

... Respondent/Corporate Debtor

Section: 7 of the IBC, 2016

Order Delivered on: 08.04.2026

CORAM:

SH. ASHOK KUMAR BHARDWAJ, HON'BLE MEMBER (J)

MS. REENA SINHA PURI, HON'BLE MEMBER (T)

PRESENT:

For the Applicant :

For the Respondent :

ORAL ORDER

While considering the reference made to her in terms of the provisions of Section 419(5) of the Companies Act, 2013, Hon'ble Member(J) (third member) passed the order dated 02.04.2026. The relevant excerpt of the order reads thus:-

"7. Points of Difference:

The Hon'ble Judicial Member culled out the following points of reference:



7.1. *“There is difference of opinion between the members of the bench, thus following points are need to be referred to Hon’ble President under Section 419(5) of Companies Act, 2013:-*

- i. When as per the Security Trust Agreement, the Security Interest to secure the facility was created in favour of the Security Trustee, the TradeCred desired to empower the Security Trustee to accept the Security Interest created over the charged assets, the Security Trustee agreed to perform his duties and obligations for the benefit of TradeCred and its participants, the TradeCred authorised Security Trustee to do any other act required for perfection of the Security Interest on the charge asset, to receive and apply all monies in accordance with the agreement and other transaction documents (clause 2.3.1)(c), to take whatever action was required to be taken by it (Security Trustee) in accordance with the terms and provisions of the agreement (clause 2.3.1)(d), whether the Security Trustee could not have preferred the application u/s 7(1) of IBC, 2016.*
- ii. When in terms of clause (2.4.1)(a) of the Security Trustee Agreement, the Security Trustee declared that in relation to TradeCred it shall until the payment of the facility hold upon the Security Interest over the charged assets to be created under the transaction documents as and by way of security for the benefit of TradeCred and its participants including without limitation:-*
 - i. all of its rights under or pursuant to the Transaction Documents and all sums received by it under this Agreement or under the Transaction Documents (save for any sums received solely for its own account) and the Security Interest to be created pursuant to, or evidenced by, the Transaction Documents; and*
 - ii. monies received by it out of, whether prior to or as a result of, enforcement of the Charged Assets or the*



exercise of rights and remedies under the Transaction Documents;

Whether the Security Trustee could file application u/s 7(1) of IBC, 2016 or not.

- iii. When in terms of clause 2.1.2.3 of the Security Trustee Agreement, the Security Trustee has the authority to take all relevant actions or refrain from taking any action to preserve the rights and the Security Interest under the transaction document as and where necessary to do so, whether it was not open to Security Trustee to file application u/s 7(1) of IBC, 2016.*
- iv. When in terms of the provisions of clause 2.18 of the Security Trustee Agreement, the powers conferred in favour of Security Trustee are cumulative and without prejudice to his power under applicable laws or equity and may be exercised as often as the Security Trustee deem fit and when in terms of the provisions of Section 7(1) of IBC, 2016, read with Ministry of Corporate Affairs, Notification dated 27.02.2019, the Trustee is competent to file application u/s7(1) of IBC, 2016, whether in the present case the application filed by the Security Trustee can be rejected as not maintainable*
- v. When the object of CIRP is to rescue the CD and put it back to its feet and not to facilitate the debt recovery and when as per explanation below Section 7(1) of IBC, 2016, a default includes a default in respect of financial debt owed not only to the Applicant Financial Creditor but to any other FC of the CD and as per MCA Notification dated 27.02.2019, the Trustee is competent to file application u/s 7 (1) of IBC, 2016 whether in the present case the application filed by Security Trustee can be treated as not maintainable.”*



8. *I have heard Ld. Counsels and perused and carefully considered the materials on record. It is not in dispute that a security trustee can maintain a Petition under Section 7 of the IBC on behalf of the secured Creditor against the defaulting obligor.*

9. Findings:

As noted above, the dispute was only in regard to the authority of the Security Trsutee to maintain the Section 7 Petition against the obligor M/s. Odicea Distribution Technologies Private Limited, which is said to have persistently committed default in repaying its outstanding obligations, to protect the interest of investors.

10. *At hearing Ld. Counsel for the Petitioners when asked whether the Security Trustee was duly authorised to file the Section 7 petition said that she will bring the authorisation letter on the next date. On the next date, the authorisation letter dated 12.03.2024 was produced and perused. The relevant extract of the document with supplied emphasis, is as under:*

“From:

Ikshavaku Software Ventures India Private Limited

*703 & 704, Midas Sahar Plaza, Building No. 1,
M. V. Road, Near Kohinoor Continental, Andheri (East),
Mumbai-400059
("TradeCred")*

To,

M/s Credas Trusteeship Service Private Limited

*410, Bhaveshwar Arcade Annexe,
Opp. Shreyas Cinema, Ghatkopar (West), Mumbai-400086
("Security Trustee")*

Subject: Authority Letter for Filing of Application under Section 7 of the Insolvency and Bankruptcy Code, 2016 against M/s Odicea Distribution Technologies Private Limited ("Obligor/Borrower")

Dear Sir,



This is with reference to the captioned subject and the Transaction Documents executed amongst the parties, including the Security Trustee Agreement dated 12.09.2023.

As you are aware, under the terms of the aforesaid Security Trustee Agreement, you have been appointed as the Security Trustee and representative of the investors who have participated in the invoice financing / short-term credit facilities extended through the TradeCred platform.

In terms of the said arrangement, you are authorised to hold, administer, and enforce the security created by the Borrower/Obligor and to act on behalf of the investors in relation to enforcement and recovery proceedings arising out of the Transaction Documents.

It is further stated that M/s Odicea Distribution Technologies Private Limited, being the Obligor under the Transaction Documents, has committed continuous and persistent defaults in repayment of its outstanding obligations, thereby falling to discharge its contractual Babilities in accordance with the terms of the Transaction Documents.

We have already communicated the occurrence of default to the Borrower and called upon them to repay the outstanding dues aggregating to Its. 1,82,40,803/, vide our system generated mail dated 12/03/2024. However, despite such notice, no response and/or repayment has been received from the Borrower till date.

In view of the aforesaid default and in order to protect the interests of the investors and the Financial Creditors, you are hereby requested and authorised to initiate appropriate legal proceedings, including filing an application under Insolvency and Bankruptcy Code, 2016 against M/s Odicea Distribution Technologies Private Limited for recovery and enforcement of the outstanding financial debt.

You are further authorised to take all necessary steps, actions, and proceedings as may be required under applicable law and the Transaction Documents in connection with the enforcement of the rights of the investors and financial creditors.

Your prompt action in this regard shall be highly appreciated.

Thanking You/



Yours faithfully,
**For Ikshavaku Software Ventures India Private Limited
(TradeCred)**

(Sd/-)
Authorized Signatory
Name: Hardik Shah Designation: Director
Date: 12/03/2024”

11. *The above authorisation letter dated 12.03.2024 in clear and unequivocal terms, indicates that the Security Trustee was duly authorised by TradeCred to file Section 7 Petition against the obligor Odicea Distribution Technologies Private Limited which had failed in its commitments. The financial debt and default is not disputed.*

12. *As such there is no dispute persisting as on this day that the Security Trustee, Credas Trusteeship Services Private Limited who was duly authorised to maintain the petition had infact filed the CP against the Debtor/Obligor, Odicea Distribution Technologies Private Limited. The present petition by the Security Trustee is thus fully maintainable. Reference is answered accordingly.*

13. ORDER:

- a. Hence, I support the view of the Hon’ble Judicial Member that the Petition could be admitted.*
- b. The matter has to be placed before the Original Division Bench for issuing appropriate orders in terms of the majority view.*
- c. Therefore, this order be placed before the Hon’ble President NCLT for appropriate action.”*

2. In the wake of majority view, CP(IB)-179/ND/2025 is admitted and CIRP qua Corporate Debtor is ordered to be commenced.



3. In the backdrop, moratorium as provided under Section 14 of IBC, 2016 is declared qua the CD and as a necessary consequence thereof the following prohibitions are imposed, which must be followed by all and sundry:

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

4. As proposed by the Petitioner, M/s Kanchansobha Debt Resolution Advisors Private Limited, having Registration No. IBBI/IPE-0059/IPA-1/2022-23/50037 and E-mail id: contact@kanchansobha, Contact No. 022-66953013 is appointed as IRP, subject to the condition that no disciplinary proceeding is pending against it.

5. It is further ordered that M/s Kanchansobha Debt Resolution Advisors Private Limited, having Registration No. IBBI/IPE-0059/IPA-1/2022-23/50037, shall take charge of the CIRP of the Corporate Debtor with



immediate effect and would take steps as mandated under the IBC specifically under Section 15, 17, 18, 20 and 21 of IBC, 2016 read with extend provisions of IBBI (Insolvency Resolution of Corporate Persons) Regulations, 2016.”

6. The Petitioner is directed to deposit Rs. 2,00,000/- only with the IRP to meet the immediate expenses. The amount, however, will be subject to adjustment by the Committee of Creditors as accounted for by Interim Resolution Professional and shall be paid back to the Financial Creditor.

7. A copy of this Order shall immediately be communicated by the Registry/Court Officer of this Tribunal to the Petitioner /Financial Creditor, the Respondent/Corporate Debtor and the IRP mentioned above.

8. In addition, a copy of this Order shall also be forwarded by the Registry/Court Officer of this Tribunal to the IBBI for their records.

Sd/-
(REENA SINHA PURI)
MEMBER (T)

Sd/-
(ASHOK KUMAR BHARDWAJ)
MEMBER (J)

Iqraa/ Ruchita