



S.No.2

**IN THE NATIONAL COMPANY LAW TRIBUNAL
HYDERABAD BENCH – II
VC AND PHYSICAL (HYBRID) MODE
ATTENDANCE CUM ORDER SHEET OF THE HEARING HELD ON
17.04.2026 AT 10:30 A.M.**

**Company Petition IB/215/95/HDB/2025
U/s 95 OF IBC**

**IN THE MATTER OF:
ICICI Bank Limited**

...Petitioner

AND

Srivasta Janaswamy

...Respondent

**C O R A M:-
SHRI. RAJEEV BHARDWAJ, HON'BLE MEMBER (JUDICIAL)
SHRI. SANJAY PURI, HON'BLE MEMBER (TECHNICAL)**

ORDER

Orders pronounced, recorded vide separate sheets. In the result, the
Company Petition IB/215/95/HDB/2025 is admitted.

**Sd/-
MEMBER (T)**

**Sd/-
MEMBER (J)**



IN THE NATIONAL COMPANY LAW TRIBUNAL

HYDERABAD BENCH - II

CP (IB) No.215/95/HDB/2025

(Under Section 95 read with Section 60(2) of the Insolvency and Bankruptcy Code, 2016, read with Insolvency and Bankruptcy (Application to Adjudicating Authority for Insolvency Resolution Process for Personal Guarantors to Corporate Debtor) Rules, 2019.)

ICICI BANK LIMITED,
having its registered office located at
ICICI Bank Tower, Near Chalkli circle
Old Padra Road, Vadodara 390007, India.

Zonal office ICICI Bank Towers,
Plot No12, Financial district,
Nanakramguda Gachibowli,
Hyderabad – 500032, Telangana, India.
Represented by its Authorised officer
Mr. Kamalker Bandi, S/o. Linganna

...Financial Creditor

AND

Mr. Srivasta Janaswamy
Personal Guarantor of M/s. CJ Enterprises (India) Private Ltd.,
H. No.6-3-1239/4/1/S/103/3, Somajiguda,
Erramanzil, Hyderabad – 500082, Telangana

...Personal Guarantor

AND

M/s. CJ Enterprises (India) Private Ltd
Having its Registered office at
5-4-156, 1302, 13 th Floor, t-19 Tower,
MG Road, Secunderabad,
Hyderabad- 500003, Telangana

.... Corporate Debtor

Date Of Order:17.04.2026

CORAM:

Shri Rajeev Bhardwaj, Hon'ble Member (Judicial)

Shri Sanjay Puri, Hon'ble Member (Technical)

Counsel/Parties present:

For the Petitioner : Mr. Dishit Bhattacharjee, Ms. Aishwarya Nandiwada and Mr.
VVSN Raju, Advocates.

For the RP : Mr. Vamsi Kambhammettu



Applicants Case:

1. The present Application has been filed by the Creditor under Section 95(1) of the Code, 2016, read with Rule 7(2) of the applicable Rules, seeking initiation of insolvency resolution process against the Personal Guarantor, namely Mr. Srivasta Janaswamy, in respect of the Corporate Debtor, M/s. CJ Enterprises (India) Private Limited.
2. It is stated that, the Corporate Debtor was initially formed as a partnership firm under the name M/s. CJ Enterprises and was later converted into a private limited company, namely M/s. CJ Enterprises (India) Private Limited (CIN: U51310TG2020PTC146031), which is engaged in the wholesale business of textiles, clothing and footwear.
3. It is submitted that, the Corporate Debtor has approached the Financial Creditor for availing financial assistance, pursuant to which the Financial Creditor sanctioned a working capital facility of Rs. 5,00,00,000/- (Rupees Five Crores only) vide Credit Arrangement Letter dated 13.02.2020.
4. The aforesaid facility¹ was renewed and enhanced from time to time and was subsequently increased to Rs. 8,50,00,000/- (Rupees Eight Crores Fifty Lakhs only) vide Renewal Credit Arrangement Letters dated 22.06.2022 and 19.06.2023, read with Facility Agreement dated 27.06.2022.
5. In respect of the said credit facilities availed by the CD, the Respondent had executed irrevocable and unconditional deeds of guarantee in favour of the Financial Creditor on 27.06.2022 and 23.06.2023, to secure the credit facilities extended to the CD, thereby undertaking to repay the outstanding dues in the event of default by the Corporate Debtor.
6. Subsequently, after availing the aforesaid credit facilities, the CD had failed to adhere to the terms and conditions stipulated in the loan agreement and defaulted in the repayment of the loan amount as agreed. As a result, the

¹ Cash Credit/WCDL Account No. 630505034491, sanctioned limit of Rs. 8,50,00,000/-, outstanding Rs. 8,86,11,375.69 as on 01.11.2025.



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account of the Corporate Debtor was classified as a Non-Performing Asset (NPA) on 27.07.2025.

7. Pursuant to the classification of the account of the Corporate Debtor as a Non-Performing Asset, the Financial Creditor issued a Loan Recall Notice dated 12.09.2025, calling upon the Corporate Debtor to repay the entire outstanding dues within the stipulated period.
8. Consequent upon the failure of the Corporate Debtor to repay the outstanding dues in terms of the aforesaid Loan Recall Notice, the Financial Creditor invoked the guarantees furnished by the Personal Guarantor and other guarantors by issuing Guarantee Invocation Notice dated 24.09.2025, calling upon them to discharge their obligations. However, the Personal Guarantor failed to make any payment towards the said debt of the Corporate Debtor.
9. Pursuant thereto, the Financial Creditor initiated proceedings under the provisions of the SARFAESI Act, 2002 and issued a Demand Notice under Section 13(2) dated 13.10.2025 to the Corporate Debtor and its guarantors, demanding payment of Rs. 8,80,82,632.69 (Rupees Eight Crore Eighty Lakh Eighty-Two Thousand Six Hundred Thirty-Two and Sixty-Nine Paise only) as on 01.10.2025.
10. Subsequently, on 27.10.2025, the Financial Creditor issued a Demand Notice in Form B under Rule 7(1) of the applicable Rules to the Personal Guarantor, calling upon him to repay the outstanding dues. Despite receipt of the said notice, the Personal Guarantor failed to discharge their liability.
11. It is also submitted that, as on 01.11.2025, a sum of Rs. 8,86,11,375.69 remains due and payable by the Corporate Debtor and the Personal Guarantor to the Financial Creditor, along with further interest accruing thereon.
12. It is contended by the Applicant that, despite repeated demands and statutory notices, the Personal Guarantor has failed to discharge his liability under the deeds of guarantee. It is evident that the Personal Guarantor has committed



default in repayment of the debt, and is liable to be proceeded against under the provisions of the Insolvency and Bankruptcy Code, 2016 (IBC).

Report of the Resolution Professional:

13. This Adjudicating Authority, vide order dated 06.01.2026, admitted the application CP (IB) No.215/95/HDB/2025 filed by ICICI Bank Limited under Section 95 of the Insolvency and Bankruptcy Code, 2016 (IBC) read with Rule 7(2) of the Personal Guarantor Insolvency Rules, 2019, against Mr. Srivasta Janaswamy, Personal Guarantor to M/s CJ Enterprises (India) Private Limited, and appointed CA Kambhammettu Sri Vamsi, IBBI Registration No. IBBI/IPA-001/IP-P00664/2017-2018/11141, as Resolution Professional (RP) under Section 97(5) of the Code, with a direction to file a report under Section 99 of the IBC.
14. The RP submits the following based on examination of the application, annexures, and supporting documents:
 - a) The RP had issued written consent on 27.11.2025 while the Authorization for Assignment (AFA) was valid till 31.12.2025. The AFA was subsequently renewed on 08.01.2026, and the Financial Creditor filed a memo before this Authority on 17.01.2026 requesting acceptance of the renewed AFA, enabling the RP to file the Section 99 report.
 - b) The Applicant/Financial Creditor had granted working capital facilities to the Corporate Debtor, M/s CJ Enterprises (India) Private Limited, on various dates. The Corporate Debtor defaulted in repayment obligations, and the account was classified as Non-Performing Asset (NPA) on 27.07.2025.
 - c) The default amount as on 27.10.2025, which is the basis for the demand notice, was Rs. 8,80,82,632.69, whereas the total default amount including interest as on 01.11.2025, the date of filing the application, was Rs. 8,86,11,375.69.



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- d) To secure the loan facility, the Corporate Debtor along with its promoters/personal guarantors/mortgagors executed various loan and security documents, including Joint Deed of Personal Guarantee executed by Mr. Srivasta Janaswamy, Mr. Pankaj Choadary and Mr. Dhanashekar Muniswamy. The personal guarantees were executed vide deeds dated 27.06.2022 and 23.06.2023, thereby securing the repayment obligations of the Corporate Debtor.
- e) The Financial Creditor issued statutory notices in compliance with IBC and SARFAESI Act:
- i. Demand cum Guarantee Invocation Notice dated 24.09.2025, delivered on 26.09.2025 (postal receipt attached, Annexure-2 of application)
 - ii. Section 13(2) SARFAESI Notice dated 13.10.2025, delivered on 14.10.2025 (postal receipt attached, Annexure-3 of application)
 - iii. Form B Demand Notice dated 27.10.2025, delivered on 30.10.2025 (track report attached, page 376 of application)
- f) The RP confirms that the Financial Creditor issued these notices to the Personal Guarantor properly and in a timely manner, and no court or forum has cancelled or set aside the guarantee agreement.
- g) The RP has examined the application filed by ICICI Bank Limited and the supporting documents and confirms that the application complies with the requirements under Section 95 of the IBC, 2016, and recommends the admission of this application.
- h) The delay in filing the Section 99 report was due to renewal of the AFA and time taken for intimation thereof and intervening holidays due to the festival of Sankranti and the RP submitted that the delay is neither wilful nor deliberate and requests this Authority to condone the delay of eight days, if any.

Findings:

15. We have heard the Ld. Counsel for the Applicant and perused the entire record.



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16. At the outset, we shall examine the existence of debt, default in repayment, valid invocation of the guarantee deed, valid demand notice in Form B served upon the Personal Guarantor, as the present application has been filed under Section 95 of the Insolvency and Bankruptcy Code, 2016.
17. On perusal of the record, it is observed that the Corporate Debtor initially operated as a partnership firm and was subsequently converted into a private limited company on 18.11.2020, namely M/s. CJ Enterprises (India) Private Limited.
18. It is evident that, the Creditor had sanctioned working capital facilities on 14.02.2020 to the extent of Rs. 5,00,00,000/- to the erstwhile partnership firm, pursuant to which Credit Arrangement Letter and Facility documents were executed. It is also observed that the Personal Guarantor executed the guarantee agreement in respect of the said facilities, thereby securing the repayment obligations.
19. The said facilities were thereafter continued, renewed and enhanced by the incorporated company to Rs. 8,50,00,000/- vide Credit Arrangement Letters and Facility Agreement dated 27.06.2022. Further, the Board Resolutions of the Corporate Debtor dated 20.06.2023 and 23.09.2024 further acknowledge the enhanced credit facilities of Rs. 85 million and Rs. 89.32 million, clearly evidencing subsisting liability and acknowledgment of debt.
20. The material on record thus demonstrates that, the Corporate Debtor continued to avail the credit facilities even after the incorporation and that the financial arrangement remained continuous and operative. The continuity of the transactions along with the repeated acknowledgments establish the existence of a valid and subsisting financial debt.
21. It is further noted that, the account of the Corporate Debtor was classified as Non-Performing Asset (NPA) on 27.07.2025, which constitutes a clear event of default. In corroboration of the said default, the Creditor has placed on record the Record of Default (Form D) issued by National e-Governance Services Limited (NeSL) dated 27.10.2025, bearing Unique Debt Identifier:



AAACI1195H_630505034491, which records the date of default as 02.05.2025 and authenticates the default amount of Rs. 8,66,77,918.69/-.

22. Additionally, the Applicant has also placed on record the Loan Recall Notice dated 12.09.2025 and the Demand Notice under Section 13(2) of the SARFAESI Act dated 13.10.2025, quantifying the outstanding dues. There is no material on record to demonstrate that the said liability has been discharged either by the Corporate Debtor or by the Personal Guarantor.
23. The Respondent having remained *ex-parte* has neither disputed the debt nor produced any proof of repayment. In such circumstances, the pleadings and documents placed by the Applicant remain uncontroverted.
24. Accordingly, we are of the considered view that the existence of debt and occurrence of default stand duly established.
25. Furthermore, on perusal of the record, it is evident that the Personal Guarantor has executed irrevocable and unconditional continuing Deeds of Guarantee dated 17.02.2020 and 27.06.2022 (the latter being digitally signed) in favour of the Creditor to secure the credit facilities extended to the Corporate Debtor.
26. The terms of the said guarantee clearly stipulate that the liability of the guarantor is co-extensive with that of the principal borrower and that upon default, the guarantor is liable to forthwith discharge the entire outstanding dues. The extract of the relevant clause is extracted for ready reference:

“11. CONTINUING GUARANTEE

11.1 *This Guarantee shall be a continuing one and will extend to the ultimate balance of sums and Guaranteed Obligations payable by the Borrower(s) under the Transaction Documents.*

11.2 *This Guarantee shall remain in full force and effect:*
11.2.1 *till such time as all the Guaranteed Obligations, which have/ may become due and payable by the Borrower(s), including the payment obligations of the Guarantor(s) under this Guarantee, are irrevocably paid and discharged in full to the Bank's satisfaction, regardless of any intermediate payment or discharge in whole or in part and/or insolvency, death, winding-up or otherwise of the Guarantor(s); and/or*

.....



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11.4 *Notwithstanding anything contained in this Guarantee and/or the Transaction Documents, the Guarantor(s) hereby agree(s) **not to revoke this continuing Guarantee**, and any rights available to them under law in that regard are hereby expressly waived."*

27. The Applicant has invoked the Guarantee deed vide a notice dated 24.09.2025, which was dispatched to the Personal Guarantor bearing Tracking ID EN447767309IN to the last known address of the Personal Guarantor. The notice is deemed to have been duly served pursuant to Clause 31 of the Guarantee Agreement dated 27.06.2022, which was digitally signed by the Personal Guarantor on 28.06.2022. Accordingly, we hold that the Deeds of Guarantee were validly executed and duly invoked by the Creditor.
28. It is also observed that, the Applicant has issued Demand Notice in Form B dated 27.10.2025 under Rule 7(1) of the applicable Rules to the Personal Guarantor. The material on record discloses that the said notice was dispatched under Tracking ID EN459776550IN and was returned with the remark "refused."
29. In this regard, we place our reliance on the ruling of the Hon'ble Apex Court in case of **Ajeet Seeds Limited Vs. K. Gopal Krishnaiah** reported in **(2014) 12 Supreme Court Cases 658**, wherein it was held that: -

"14. Section 27 gives rise to a presumption that service of notice has been effected when it is sent to the correct address by registered post. In view of the said presumption, when stating that a notice has been sent by registered post to the address of the drawer, it is unnecessary to further aver in the complaint that in spite of the return of the notice unserved, it is deemed to have been served or that the addressee is deemed to have knowledge of the notice. Unless and until the contrary is proved by the addressee, service of notice is deemed to have been effected at the time at which the letter would have been delivered in the ordinary course of business. This Court has already held that when a notice is sent by registered post and is returned with a postal endorsement 'refused' or 'not available in the house' or 'house locked' or 'shop closed' or 'addressee not in station', due service has to be presumed".

30. Thus, it is well settled that, the refusal to accept the notice amounts to deemed service in law. Therefore, we hold that, the statutory requirement of service of Demand Notice in Form B stands duly complied with.



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31. Moving further, we deal with aspect of limitation. It is evident that, the date of default is 27.07.2025, being the date on which the account of the Corporate Debtor was classified as NPA. Thus, the present application having been filed on 29.12.2025, is well within the prescribed period of limitation of three years from the date of default.
32. Accordingly, we hold that the present application is within limitation.

ORDER

- I. The Company Petition vide CP (IB) No. 215/95/HDB/2025 filed under the provisions of Section 95 of the IBC is hereby admitted under the provisions of Section 100 of the Code, 2016, and the Insolvency Resolution Process is initiated against Mr. Srivasta Janaswamy, the Personal Guarantor, and a moratorium is declared in relation to all debts, which begins from the date of admission of the instant petition and shall cease to have effect at the end of the period of 180 days, as provided under Section 101 of the Code, 2016. During the moratorium period:
- a) Any pending legal action or proceeding in respect of any debt shall be deemed to have been stayed;
 - b) The Creditors shall not initiate any legal action or legal proceedings in respect of any debt; and
 - c) The debtor shall not transfer, alienate, encumber, or dispose of any of his assets or his legal rights or beneficial interest therein;
 - d) The provisions of this Section shall not apply to such transactions as may be notified by the Central Government in consultation with any financial sector regulator.
- II. The Resolution Professional, CA Kambhammettu Sri Vamsi, bearing IBBI Registration No. IBBI/IPA 001/IPPO0664/2017-18/11141, email address: casrivamsi@gmail.com, and mobile number: 9866122632, whose Authorization for Assignment (AFA) is valid and renewed as per IBBI records, is appointed. He is directed to cause a public notice to be published on behalf of the Adjudicating Authority within 7 days of passing this Order on the website of the NCLT Hyderabad Bench, inviting claims from all Creditors, within 21 days of such publication.



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- III. The notice shall contain the necessary information as provided under Section 102(2) of the Code. The publication of the notice shall be made in newspapers, one in English and the other in the vernacular (Telugu), which have wide circulation in the State where the Personal Guarantor and Corporate Debtor reside.
- IV. The Resolution Professional shall furnish two spare copies of the notice to the Registry. One shall be placed on the NCLT website by the Registry, and the other shall be affixed in the premises of this Adjudicating Authority.
- V. The Resolution Professional, in exercise of the powers conferred under Section 104, shall prepare a list of creditors within 30 days from the date of the notice.
- VI. The Personal Guarantor, in consultation with the Resolution Professional, shall prepare a repayment plan containing a proposal to the creditors for restructuring his debts or affairs as provided under Section 105. This plan shall include provisions for the payment of fees to the Resolution Professional.
- VII. The Resolution Professional shall submit the repayment plan along with his report on the plan to this Adjudicating Authority within a period of 21 days from the last date of submission of claims as provided under Section 106.
- VIII. In case the Resolution Professional recommends that a meeting of the creditors is not required to be summoned, he shall record the reasons thereof. If the Resolution Professional is of the opinion that the meeting of creditors should be summoned, he shall specify the details as provided under Section 106(3).
- IX. The date of the meeting shall not be less than fourteen days or more than 28 days from the date of submission of the Report under Sub-section (1) of Section 106 of the Code, for which at least 14 days' notice to the creditors (as per the list prepared) shall be issued by all modes. Such notice must contain the details as provided under the provisions of Section 107 of the Code.
- X. The meeting of the creditors shall be conducted in accordance with Sections 109, 110, and 111 of IBC. The Resolution Professional shall prepare a report of the meeting of the creditors on the repayment plan with all details as provided under Section 112 and submit the same to the Authority, copies of which shall be provided to the guarantor and the creditors.



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- XI. It is further clarified that the Resolution Professional shall perform his functions and duties in strict compliance with the Code of Conduct prescribed under Section 208 of the Code.
- XII. The Petitioner is directed to communicate this order to the Resolution Professional appointed in the instant Company Petition immediately.

This CP(IB) No. 215/95/HDB/2025 filed under Section 95 of the IBC, 2016, is admitted, and the Insolvency Resolution Process is initiated against the Personal Guarantor.

Sd/-

Sanjay Puri

Member (Technical)

Sd/-

Rajeev Bhardwaj

Member (Judicial)