



**IN THE NATIONAL COMPANY LAW TRIBUNAL  
BENCH – V, NEW DELHI  
C.P (IB)/399(ND)2024**

*An application under section 9 of the Insolvency and Bankruptcy Code, 2016 read with rule 6 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016.*

IN THE MATTER OF:

**M/s INSPIRED CONSULTANCY SERVICES PVT. LTD.**

Having registered office at: Plot No. 23-B, G/F,  
West Laxmi Nagar, Opposite Petrol Pump,  
Khureji, East Delhi-110051

**... OPERATIONAL CREDITOR**

**VERSUS**

**M/s MDG CONSULTANTS AND ENGINEERS PVT. LTD.**

Having its registered office at: Adhunik Chambers, Office No. 3,  
Ground Floor, 13/29, East Patel Nagar, West Delhi, Delhi-110008.

EMAIL: [info@mdgconsultants.in](mailto:info@mdgconsultants.in).

Also Having Its Office At: C-111, Ithum Tower, Plot No. A-40, Sector-62, Noida, Gautam Buddha Nagar, Noida, Uttar Pradesh-201301 ...

**... CORPORATE DEBTOR**

**Order Delivered on: 04.06.2025**



**CORAM:**

**SHRI MAHENDRA KHANDELWAL, HON'BLE MEMBER (JUDICIAL)**  
**DR. SANJEEV RANJAN HON'BLE MEMBER (TECHNICAL)**

**APPEARANCES:**

For the Applicant : Mr. A Mishra, Mr. Sahil, Mr. Nidish Gupta,  
Advs

For the Respondent : Mr. Prafful Saini, Adv.

**ORDER**

**PER: DR. SANJEEV RANJAN, MEMBER (TECHNICAL)**

1. The instant application is filed by M/s Inspired Consultancy Services Private Limited, (hereinafter referred as 'Applicant'/ 'Operational Creditor') under Section 9 of the Insolvency and Bankruptcy Code, 2016 (for brevity 'the CODE/IBC') read with rule 6 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016 (for brevity 'the Rules') with a prayer to initiate Corporate Insolvency Resolution Process ("CIRP") against M/s MDG Consultants and Engineers Private Limited (hereinafter referred as 'Respondent/Corporate Debtor') for failing to make the payment of Operational Debtor amounting Rs.2,31,53,347/- (Rupees Two Crores Thirty-One Lakhs Fifty-Three Thousand Three Hundred and forty- Seven Only) along with interest @ 18% p.a.



2. The Respondent Company “M/s MDG Consultants and Engineers Private Limited” was incorporated on 17.06.2013 under the provisions of the Companies Act, 2013 having its registered office situated at Adhunik Chambers, Office No. 3, Ground Floor, 13/29, East Patel Nagar, West Delhi, Delhi-110008. Since the registered office of the Respondent/Corporate Debtor is in New Delhi, this Tribunal having territorial jurisdiction over the NCT of Delhi is the Adjudicating Authority in relation to the prayer for initiation of Corporate Insolvency Resolution Process in respect of respondent corporate debtor.

**Averments of the Applicants:**

3. Briefly stated the facts of the present case as averred by the applicant are that the Operational Creditor is engaged in the business of consultancy, advisory and providing marketing services and the Corporate Debtor herein is engaged in the business of working as an entity on GEM Portal (Government E Marketplace) and delivering IT equipment, IT Products, Software, and other facilities etc. Applicant submitted that on 04.10.2023, a Business Service Agreement was executed between the Operational Creditor and the Corporate Debtor whereby it was mutually agreed between the parties that the Operational Creditor will be providing the digital marketing services to the Corporate Debtor as well as providing staffs and professionals to ensure the business expansion and bringing new customers to the Corporate Debtor.



4. Applicant further submitted that during its ordinary course of business, the Operational Creditor from 01.11.2023 till 30.01.2024 raised the total invoices to the tune of Rs.3,13,31,845/- upon the Corporate Debtor, however, the Corporate Debtor had made a only payment of Rs.81,78,498/- and till the date of filing the instant Application a total sum of Rs.2,31,53,347/- is outstanding.
5. Applicant submitted that as per Clause 7 of the Business Service Agreement dated 04.10.2023, it was mutually agreed that the Operational Creditor will issue the invoices against the services rendered to the Corporate Debtor before 12th of every month and the payment will be released by the Corporate Debtor within 18-20 working days by the Corporate Debtor. However, the Corporate Debtor failed to clear the total outstanding of Rs.2,31,53,347/-.
6. Applicant submitted that the Operational Creditor, issued a Demand Notice dated 08.05.2024 under Section 8 of the IBC demanding the payment of the total outstanding of Rs.2,31,53,347/- along with interest @ 18% p.a. from 19.02.2024 (date of default) i.e. 20 days from date of issuing last invoice to the Corporate Debtor i.e., 30.01.2024. The demand notice duly served upon the Corporate Debtor on 13.05.2024, however, even after the expiry of the term of 10 days from the date of issue of demand notice, the Operational Creditor neither received any response from the Corporate Debtor nor any payment to Operational Creditors.

**Reply of the Respondent Corporate Debtor:**

7. On the other hand, the respondent through his reply submitted that all averments, statements, submissions, grounds, contentions or



allegations made by the Applicant are baseless, misconceived and false, and hence, are denied in entirety.

8. Respondent submitted that the Corporate Debtor had raised concerns regarding the quality, timeliness, and non-fulfillment of services rendered by the Operational Creditor, which was communicated prior to the issuance of the demand notice under Section 8 of the IBC by the Applicant. Thus, the existence of a pre-existing dispute disqualifies the Operational Creditor from invoking the present Application under Section 9 of the IBC. Respondent further submitted that the demand notice sent by the Applicant lacks critical details, such as the date of default and a proper breakdown of the amounts allegedly owed. Consequently, the petition filed on the basis of this defective demand notice is unsustainable
9. Respondent further submitted that none of the invoices raised by the Operational Creditor were acknowledged, accepted, or verified by the Corporate Debtor. Therefore, without acknowledgment or proof of the alleged debt, the present petition cannot be sustained under Section 9 of the IBC.

### **Analysis and Findings**

10. We have heard Ld. Counsels for the applicant as well as the Ld. Counsel for the Respondent and perused the averments made in the application, duly authorized counter affidavit and rejoinder filed by the Respondent. The relevant documents annexed with the submissions have also been examined.
11. It is noted that there was a business relationship between the Applicant/Operational Creditor and the Respondent/Corporate



Debtor. As per the Business Service Agreement dated 04.10.2023 executed between the parties, the Operational Creditor has provided the digital marketing services to the Corporate Debtor as well as the staffs and professionals to ensure the business expansion to the Corporate Debtor. Various invoices were raised. The default amount stated by the Applicant/Operational Creditor is Rs.2,31,53,347/- for which a demand notice under section 8 of the Code was send on 08.05.2024 by the Applicant/Operational Creditor and served through speed post and E-mail to the Respondent/Corporate Debtor on 15.15.2024. The proof of service is also placed on record. On the other hand, the Respondent through its reply in the present Application took the defense that the present petition is non-maintainable on the grounds that there is a pre-existing dispute between the parties in the present application.

- 12.** Therefore, before examining the other aspects it would be appropriate to examine whether there is a Pre-existing dispute with respect to the amount claimed to be due in the present petition or not.
- 13.** Upon perusal of the para 2 and 3 (page no. 2 ) of the reply filed by the Respondent in the present petition, we observed that the Respondent has alleged that there is a pre-existing dispute between the parties, which was raised prior to the issuance of the demand notice by the Applicant. However, the Respondent herein has not produced any documents or records before this Adjudicating Authority to prove the existence of a pre-existing dispute prior to the demand notice served by the Applicant in the present Application.
- 14.** Upon, perusal of the Annexure P-11 (page no. 119) filed by the Applicant in the Application, we observed that the Operational



Creditor has secured a certificate from the National E- Governance Services Limited (NeSL) wherein NeSL has also given sufficient opportunities to the Corporate Debtor to raise the objections (if any). However, the Corporate Debtor not raised any objection, and the certificate record of default was provided by the NeSL as deemed to be authenticated. Therefore, the plea of Pre-existing dispute raised by the Corporate Debtor is rejected, as there is no pre-existing dispute between the parties. The relevant portion of the certificate issued by the NeSL extract as mention below:

## ANNEXURE P-11 119



### NATIONAL E-GOVERNANCE SERVICES LIMITED

#### FORM D RECORD OF DEFAULT(RoD)

*(Issued By information utility under sub- regulation (4) of regulation 21 of the Insolvency and Bankruptcy Board of India (Information Utilities) Regulations, 2017)*

This Record of Default is issued to the Operational Creditor M/s INSPIRED CONSULTANCY SERVICES PRIVATE LIMITED in respect of the default of debt as per details given below-

(a) Name of the Submitter:	M/s INSPIRED CONSULTANCY SERVICES PRIVATE LIMITED
(b) Schedule-2 Bank (Y/N):	N
(c) Name of Corporate Debtor:	M/s MDG CONSULTANTS AND ENGINEERS PRIVATE LIMITED
(d) Unique Debt Identifier Number:	AAFCI2160R_ICS
(e) Registered Address:	P NO.: 23-B, G/F, WEST LAXMI MARKET OPPOSITE PETROL PUMP, KHUREJI, North East, DELHI, Delhi, India,
(f) Total Outstanding Amount:	23153347.00
(g) Default Amount:	23153347.00
(h) Date of Default:	19-02-2024
(i) Status of Authentication of Default:	DEEMED TO BE AUTHENTICATED
(j) Date of Last Acknowledgement of Debt (AoD):	Not Available

Filing of Default(Submission ID No.)	Submitted on	Status of Authentication(Authenticated/Disputed/Deemed to be authenticated)	Authentication completed on
(1)	12-06-2024 16:24:49	*DEEMED TO BE AUTHENTICATED Colour Code :YELLOW	28-06-2024 00:09:46

NeSL is authorized to issue this record of default and has accordingly affixed its digital signature, as per the provisions of the Insolvency and Bankruptcy Code, 2016 read with Insolvency and Bankruptcy Board of India (Information Utilities) Regulations, 2017, Guidelines for Technical Standards for Performance of Core Services and Other Services and the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2017.



**15.** Regarding the objection concerning the lack of acknowledgment of debt, it is pertinent to note that, against the total liability of ₹3,13,31,845/-, the Corporate Debtor has made a payment of ₹81,78,498/-. Furthermore, the aforementioned Certificate from NeSL evidences the acknowledgment of the debt.

**16.** Upon perusal of the Clause 7 of the Business Service Agreement dated 04.10.2023, it is observed that the parties mutually agreed that the Operational Creditor would issue invoices for the services rendered to the Corporate Debtor, and the payment would be due within 18-20 days from the date of invoice issuance. In the present matter, the last invoice was raised on 30.01.2024, and the payment remains unpaid by the Corporate Debtor to the Applicant. Clause 7 of the Business Service Agreement dated 04.10.2023 extracted as below:

*7. That the FIRST PARTY will be issuing invoice(s) against the service rendered to the SECOND PARTY before 10th 12th of every month and payment will be cleared within 18-20 working days by the SECOND PARTY.*

**17.** Further, in view of the above discussed facts, we come to conclusion that the nature of debt is a “Operational Debt” as defined under section 5 (21) of the Code and the amount of outstanding Operational Debt is above the pecuniary threshold limit of Rs.1 Crore as envisaged under Section 4 of the Code, 2016. It has also been established that there is a “Default” as defined under section 3 (12) of the Code on the part of the Corporate Debtor. Therefore, the two essential qualifications, i.e., existence of “debt” and “default”, for admission of a petition under section 9 of the Code, 2016 have been met in this case.





**18.** The Hon'ble Supreme Court in **Mobilox Innovations Private Limited Vs Kirusa Software Private Limited [Civil Appeal No. 9405 of 2017 para 34]**, wherein the Hon'ble Supreme Court laid down what the Adjudicating Authority has to examine in an Application under Section 9.

*“34. Therefore, the adjudicating authority, when examining an application under Section 9 of the Act will have to determine:*

- (i) Whether there is an “operational debt” as defined exceeding Rs 1 lakh? (See Section 4 of the Act)*
- (ii) Whether the documentary evidence furnished with the Application shows that the aforesaid Debt is due and payable and has not yet been paid? And*
- (iii) Whether there is existence of a dispute between the parties or the record of the pendency of a suit or arbitration proceeding filed before the receipt of the demand notice of the unpaid operational Debt in relation to such dispute?*

*If any one of the aforesaid conditions is lacking, the Application would have to be rejected. Apart from the above, the adjudicating authority must follow the mandate of Section 9, as outlined above, and in particular the mandate of Section 9(5) of the Act, and admit or reject the Application, as the case may be, depending upon the factors mentioned in Section 9(5) of the Act.”*

**19.** It is a settled preposition of law that an application under Section 9 of the Code, 2016 has to be mandatorily admitted if all the conditions stipulated in clauses (a) to (e) of Section 9(5)(i) of the IBC are satisfied.



- 20.** Having regard to the conspectus of facts of the present case and the judgements cited (supra), this Adjudicating Authority is of the considered view that the corporate debtor is in default of payment of the outstanding operational debt owed to the applicant and the mandatory requirements as prescribed under Section 9(5) of the Code, 2016 are satisfied. Therefore, the present company application (C.P. No. (IB)- 399/(ND)/2024) stands admitted and the CIRP is hereby initiated against M/s MDG Consultants and Engineers Private Limited.
- 21.** The applicant in Part -III of the application has proposed the name of IRP, accordingly, this bench appoints Mr. Pankaj Arora, as the Insolvency Resolution Professional (“IPR”) of the corporate debtor. The registration number of the IRP being IBBI/IPA-001/IP-P-01743/2019 -2020/12739 and email id – tra.pankaj@gmail.com. The IRP above named is appointed subject to the condition that no disciplinary proceedings are pending against him. The specific consent in Form 2 of Insolvency and Bankruptcy Board of India (Application to Adjudicating Authority) Rule, 2016 is attached with the application. The AFA validity of the IRP valid upto 31.12.2025.
- 22.** We direct the applicant to deposit a sum of Rs. 2 lacs with the Interim Resolution Professional, namely Mr. Pankaj Arora 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 shall 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.



**23.** 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.”*

- 24.** It is made clear that the provisions of moratorium shall not apply to transactions which might be notified by the Central Government and 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.
- 25.** 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.
- 26.** 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 IBC 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’.
- 27.** A copy of the order shall be communicated to the applicant, Corporate Debtor and IRP above named, by the Registry. In addition, a copy of the order shall also be forwarded to IBBI for its records. Applicant is also directed to provide a copy of the complete paper



book to the IRP. A copy of this order is also sent to the ROC for updating the Master Data. ROC shall send compliance report to the Registrar, NCLT.

**28.** Let the copy of this order be served to the parties.

**Sd/-**  
**(DR. SANJEEV RANJAN)**  
**MEMBER (TECHNICAL)**

**Sd/-**  
**(MAHENDRA KHANDELWAL)**  
**MEMBER (JUDICIAL)**