



IN THE NATIONAL COMPANY LAW TRIBUNAL, BENGALURU BENCH
[Through Physical hearing/ VC Mode (Hybrid)]

ITEM No.01
I.A No. 926/2025 in
C.P (IB) No. 273/BB/2025

IN THE MATTER OF:

Aditya Birla Capital Limited ... Petitioner
Vs
Ace Embedded Intensive Care Units Pvt. Ltd. ... Respondent

Petition under Section 7 of the I & B Code, 2016

Order delivered on: 10.03.2026

CORAM:

SHRI. SUNIL KUMAR AGGARWAL
HON'BLE MEMBER (JUDICIAL)

SHRI. RADHAKRISHNA SREEPADA
HON'BLE MEMBER (TECHNICAL)

PRESENT:

For the Petitioner : Mr. Vikram, Proxy counsel
For I.A No. 926/2025: Ms. Akshitha

ORDER

In I.A. 926/2025:

1. Heard the Ld. Counsel for the parties.
2. **I.A No. 926 of 2025 is dismissed vide separate order.**

In Main CP:

1. Heard the Ld. Counsel for parties.
2. **The Company Petition is admitted enjoining the respondent to undergo CIRP, by separate order.**
3. List the matter on **25.05.2026** for RP report.

-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.273/BB/2025

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

IN THE MATTER OF:

ADITYA BIRLA CAPITAL LIMITED

78, Star Avenue,
Victoria Layout Road,
Bangalore, Karnataka- 560 047.

.... Petitioner/Financial Creditor

Versus

ACE EMBEDDED INTENSIVE CARE UNITS PRIVATE LIMITED

No. 9, TKN Tower, Bannerghatta Road,
Bangalore South,
Karnataka-560 076.

... Respondent/Corporate Debtor

Order delivered on: 10.03.2026

CORAM: 1. Shri Sunil Kumar Aggarwal, Hon'ble Member (Judicial)
2. Shri Radhakrishna Sreepada, Hon'ble Member (Technical)

ORDER

1. This Petition has been filed on 29.09.2025 under section 7 of the Insolvency and Bankruptcy Code, 2016 (for brevity 'IBC'/Code) read with Rule 4 of the Insolvency & Bankruptcy (Application to Adjudicating Authority) Rules 2016 by **ADITYA BIRLA CAPITAL LIMITED** (hereinafter referred as the '*Petitioner/Financial Creditor*') seeking to initiate Corporate Insolvency Resolution Process in respect of **ACE EMBEDDED INTENSIVE CARE UNITS PRIVATE LIMITED** (hereinafter referred as '*Corporate Debtor/Respondent*') on the ground that the Corporate Debtor has committed a default in paying a financial debt of **Rs 6,35,13,678.25/-** (Rupees Six Crore Thirty-Five Lakh Thirteen Thousand Six Hundred and Seventy-Eight and Twenty Five Paise Only) as on 19.05.2025 with further interest accruing. The date of default being **16.05.2025**.



2. Relevant facts of the case are as follows:

- i. Aditya Birla Finance Limited ('ABFL'), a company incorporated under the Companies Act, 1956 with CIN U65990GJ1991PLC064603, was a wholly owned subsidiary of the Financial Creditor. ABFL was an NBFC which provided credit facilities and other financial services in the ordinary course of its business. ABFL came to be amalgamated with the Financial Creditor effective 01.04.2025 vide Scheme of Amalgamation dated 11.03.2025 recorded and approved by the Hon'ble NCLT, Ahmedabad vide Order dated 24th March 2025 in CP (CAA) No. 6/2025 in CA (CAA) No. 49/2024.
- ii. The Corporate Debtor is a company incorporated under the Companies Act, 2013 with CIN U74999KA2018PTC114976. It is engaged in the business of providing intensive care units to hospitals utilising artificial intelligence, automated processes, digital technology, and patient care protocols.
- iii. In October 2023, the Corporate Debtor had approached the Financial Creditor/ ABFL with a request for a loan to facilitate the expansion of its business operations. The Financial Creditor issued Sanction Letter dated 16.11.2023 sanctioning a Term Loan for an amount of Rs 10,00,00,000/- (Rupees Ten Crores only) with a floating rate of interest of 11.5% per annum to the Corporate Debtor, which is listed as the primary borrower.
- iv. The Financial Creditor and the Corporate Debtor had entered into a Loan Agreement dated 18.11.2023 documenting the terms of Loan extended by the Financial Creditor to the Corporate Debtor. Pursuant thereto an initial upfront disbursement of Rs 6,00,00,000/- was made. The disbursal of the balance facility amount of Rs 4,00,00,000/- was made conditional on the Corporate Debtor achieving certain monthly turnover targets. In any event, the Corporate Debtor never notified the Financial Creditor of it achieving said targets and, consequently, the balance facility amount was not disbursed by the Financial Creditor.
- v. The Corporate Debtor had, between November 2023 and January 2025, made the Equated Monthly Instalment ('EMI') payments due against the Term Loan facility. However, on and after 15.02.2025, the Corporate Debtor started failing in its payment obligations to the Financial Creditor.



- vi. Between February and May 2025, the Financial Creditor repeatedly followed up with the Corporate Debtor but it refused to make the requisite payments and regularise its account. In fact, the Finance Creditor had issued a Pre-Non-Performing Asset ('NPA") Notice dated 21.04.2025 to the Corporate Debtor indicating that their accounts would turn into NPA should the corporate Debtor fails to pay its overdue EMI obligations.
 - vii. Despite the repeated communications from the Financial Creditor, however, the Corporate Debtor failed to take any measures and, consequently, the facility extended to the Corporate Debtor came to be classified as NPA on 16.05.2025 after 90 (Ninety) days of default in keeping with the terms of RBI Circular No. RBI/2021-2022/125 DOR.STR.REC.68/21.04.048/2021-22 on "*Prudential norms on Income Recognition, Asset Classification and Provisioning, pertaining to Advances - Clarifications*".
 - viii. On 20.05.2025, the Financial Creditor was constrained to issue a Notice under S. 13 (2) of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 ("SARFAESI Act") informing the Corporate Debtor, inter alia, that it had been in default since February 2025;
 - ix. Further, on 27.05.2025, the Financial Creditor was constrained to issue a Loan Recall Notice recalling the entire loan facility and demanding immediate repayment of the outstanding amount within seven days of its receipt.
 - x. Despite the Financial Creditor's repeated attempts, the Corporate Debtor has failed to make any payment and, consequently, remains in default as of the date of the petition. It is plainly evident that the Corporate Debtor's management has no intention of fulfilling its obligations vis-a-vis the Financial Creditor. Hence, this Application.
3. It must be noted that on 10.10.2025, the following order was passed by this Tribunal:
- "...Dr. Jagadish, Managing Director of the Corporate Debtor has appeared online and explained the distress that the Respondent is facing. He admits that the Respondent is unable to service the debts and that he is left alone to face the situation as everybody else has moved away. He states that he concedes and is willing to take the Corporate Debtor into CIRP process to resolve the issues of debts.*
- 3.Dr. Jagadish shall submit an affidavit/Memo about whatever he has stated online, within three days..."*



4. The Managing Director of the Corporate Debtor, Dr. Jagadish J. has, in compliance of aforesaid, filed a memo dated 01.11.2025, stating that Initiation of the Corporate Insolvency Resolution Process would allow prospective resolution applicants to revive the business, put the assets to productive use, and ultimately restore the Corporate Debtor's purpose of providing precision surgeries and lifesaving cardiac care.
5. We have heard the Learned Counsel for the petitioner and carefully perused the materials on record. The respondent has not appeared either to supplement or retract from his statement and contents of aforesaid Memo.
6. On the issue of limitation, the present Petition was filed on 29.09.2025, whereas the date of default, as reflected in Form 1 Part IV, is 16.05.2025, calculated as the date on which the Corporate Debtor's loan account came to be classified as an NPA. Accordingly, the present Petition has been filed well within the prescribed period of limitation.
7. Under Section 7 of the IBC, in order to initiate CIRP, it is essential that the Applicant proves that there is a financial debt as defined under Section 5(8) of the IB Code and that a default under Section 3(12) has been committed in respect of that financial debt. In the present case the material on record clearly goes to show that Corporate Debtor had availed loan facilities and has committed default in repayment of the outstanding loan amount.
8. It was held in ***Milind Kashiram Jadhav versus State Bank of India and another in Company Appeal (AT) (Insolvency) No.1589 of 2023, (2024) ibclaw.in 273 NCLAT***, involving an issue regarding the NPA date being taken as 'the date of default' that:

“62. Section 3 (12) of the IBC deals with the expression ‘Default’ to mean nonpayment of debt when whole or any part of instalment of the amount has become due and payable, thus, when on the loan accounts being classified as NPA the whole of the debt is due and payable- it is a ‘Default’ under the IBC, thus, the date of NPA can be taken as the date of default. In fact, the default has been persisting prior to 90 days of NPA declaration date.

.....

74. The loan accounts of the Corporate Debtor were officially classified as Non-Performing Assets (NPA) on September 27, 2019, following 90 days of non-payment, thereby triggering a default event. Despite subsequent partial payments



made by the borrower, the NPA status and default persisted, indicating a continuous state of default. Consistent with established judicial precedents and the specific circumstances of the case, the date of NPA classification serves as the valid “Date of Default” for initiating insolvency proceedings. Even after the NPA classification, the borrower remained in default. Consequently, September 27, 2019, the date of NPA classification, stands as the “date of default” under the Insolvency and Bankruptcy Code (IBC), superseding any subsequent events, such as the loan recall notice issued on August 18, 2020.”

In view of the aforesaid judgment, the date of classification of the loan account as NPA being treated as the “date of default” for the purposes of Section 7 of the Code is well settled. Accordingly, in the present case, the date of default being the date of declaration of the account as NPA, i.e. 16.05.2025, has been correctly mentioned in Form-1 filed along with the Company Petition.

9. The respondent, on its part, has chosen not to contest the petition. Its Managing Director has admitted the outstanding liability against the petitioner and that the Corporate Debtor has been undergoing financial crisis. In the given facts and circumstances, the present petition being complete and having established the default in payment of the financial debt and for the default amount being above prescribed threshold of Rs. 1,00,00,000/-, there is no impediment in allowing the petition under Section 7 of the IBC, 2016.
10. Accordingly, Company Petition bearing **CP (IB) No. 273/BB/2025** is hereby **allowed thereby directing the Corporate Debtor, Ace Embedded Intensive Care Units Pvt Ltd to undergo the Corporate Insolvency Resolution Process** and consequently declaring moratorium in terms of Section 14 of the Code imposing following prohibitions to be complied with by all concerned:
 - 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;
11. It is further directed that the supply of essential goods or services to the Corporate Debtor as may be specified, shall not be terminated or suspended or interrupted during the moratorium period in accordance with sub-section (2) of Section 14 of the Code;
 12. The provisions of Section 14(3) 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.
 13. The order of moratorium shall have effect from the date of this order till completion of the Corporate Insolvency Resolution Process or until this Bench approves the Resolution Plan under sub-section (1) of Section 31 or passed an order for liquidation of Corporate Debtor under Section 33 of the IBC as the case may be;
 14. In Part-III of Form No.1, **Beleyur Resolutions Private Limited, an Insolvency Professional Entity, represented by Shri. Ravindra Beleyur**, having Registration No. **IBBI/IPE0 1 63/IP A-1/2023-24/50073** has been proposed as Interim Resolution Professional (IRP). Form No.2 Written Communication by the IRP has been filed along with the Petition, as *Exhibit II*. In view of the above, we, therefore appoint Beleyur Resolutions Private Limited, IPE, represented by Shri. Ravindra Beleyur, contact no.: 9448146963, email id: ravi@beleyur.com having registered address Shreevathsa, #428, 19th B Cross Rd, Jayanagar 3rd Block, Bangalore, Karnataka - 560011 as the Interim Resolution Professional. The IRP is directed to take the steps as mandated under the IBC, especially under Sections 15, 17, 18, 20 and 21 of IBC, 2016 and strive to complete the process within prescribed timeline.
 15. The Financial Creditor shall deposit a sum of **Rs.2,00,000/-** (Rupees Two Lakhs Only) with the IRP to meet the expenses arising out of issuing public notice and inviting claims. These expenses are subject to approval by the Committee of Creditors. **In addition, the RP shall issue individual notices to Jurisdictional**



Income Tax Authority; Principal Commissioner of Income Tax (Judicial), Bengaluru; Regional Provident Fund Commissioner; GST Commissioner; Commercial Tax Authority; recognized Labour Unions, ESI, etc.

16. The Interim Resolution Professional shall after collation of all the claims received against Corporate Debtor and the determination of the financial position of the Corporate Debtor constitute a Committee of Creditors and shall file a report, certifying constitution of the Committee to this Tribunal on or before the expiry of thirty days from the date of his appointment, and shall convene first meeting of the Committee within seven days for filing the report of Constitution of the Committee. The Interim Resolution Professional is further directed to send **monthly progress** reports to this Authority along with inside & outside photographs of office, warehouse, installations, equipment etc. of the Corporate Debtor. On taking control of assets and management of Corporate Debtor, the IRP/RP shall affix a Board outside the premises of CD specifying that the CD is undergoing CIRP with number and title of this case; complete name and particulars including contact details of IRP/RP to enable them to make enquiry and/or to lodge their claims, if any, within specified timelines.
17. A copy of the order shall be communicated to both the parties. Learned Counsel for the Petitioner shall deliver a copy of this order to the Interim Resolution Professional forthwith. **The Registry is also directed to forward a softcopy hereof to the Interim Resolution Professional at his e-mail address, ravi@beleyur.com.**

**-Sd-
RADHAKRISHNA SREEPADA
MEMBER (TECHNICAL)**

**-Sd-
SUNIL KUMAR AGGARWAL
MEMBER (JUDICIAL)**