IN THE NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH, COURT-II

CP (IB) 1626/MB/C-II/2019

Under section 7 of the Insolvency and Bankruptcy Code, 2016

In the matter of

Pegasus Assets Reconstruction Private Limited
[CIN: U65999MH2004PTC144113]
507, Dalamal House, Jamanalal Bajaj Marg, Nariman Point, Mumbai - 400021.
…Financial Creditor/Petitioner

Versus

Euro India Cylinders Limited
[CIN: U28121MH2008PLC177798]
B/301, Sun Vision Classic, F P No. 14, Hanuman Road, Vile Parle (East), Mumbai – 400057.
…Corporate Debtor/Respondent

Order Delivered on 07.09.2021

Coram:

Hon'ble Member (Judicial)	:	Mr. Ashok Kumar Borah
Hon'ble Member (Technical)	:	Mr. Shyam Babu Gautam

Appearances:

For the Financial Creditor	:	Mr. Prateek Sakseria, Counsel a/w Mr. Vishesh Kalra, Advocate.
For the Corporate Debtor	:	Mr. Shanay Shah, Advocate.

ORDER

Per: Shyam Babu Gautam, Member (Technical)

1. This is a Company Petition filed under section 7 ("**the Petition"**) of the Insolvency and Bankruptcy Code, 2016 **(IBC)** by **Pegasus Assets Reconstruction Private Limited** ("the Financial Creditor"), seeking to initiate Corporate Insolvency Resolution Process (CIRP) against **Euro India Cylinders Limited** ("the Corporate Debtor").

2. The Corporate Debtor is a Public company limited by shares and incorporated on 14.01.2008 under the Companies Act, 1956, with the Registrar of Companies, Maharashtra, Mumbai. Its Company Identity Number (CIN) is **U28121MH2008PLC177798**. Its registered office is at B/301, Sun Vision Classic, F P No. 14, Hanuman Road, Vile Parle (East), Mumbai – 400057. Therefore, this Bench has jurisdiction to deal with this petition.

Submissions made by Financial Creditor by way of Application/Petition:

3. The present petition is filed u/s 7 r/w Rule 4 of the Insolvency and Bankruptcy Code, 2016 by the **Applicant/Financial Creditor** being Pegasus Assets Reconstruction Pvt. Ltd.(**"FC"**) against the **Respondent/Corporate Debtor** – Euro India Cylinders Ltd. (**"CD")** owing to default committed by the CD for non-payment of debt due and payable to the FC.

4. Debt due was sanctioned by The Cosmos Co-operative Bank Ltd. FC is the assignee of the debt a/w security vide registered deed of assignment dated 20th March 2013, under section 5 of the SARFESI Act, 2002 (*Registered Deed of Assignment ref: EX. B @ Pg. 26).*

5. **Total Amount Disbursed:**

A total amount of INR 90,29,00,000/- (Rupees Ninety Crore Twenty-Nine Lakhs Only) was disbursed by the FC to the CD, through various credit facilities between 2008 – 2012 in multiple tranches. *(Reference for amounts disbursed @ pg. 5 of CP; statement of a/c maintained by Cosmos Bank ref EX.AZ @ pg. 258 of rejoinder, IMP Pages – 260, 262, 263 and 266 of rejoinder.)*

First sanction: 26.08.2008 *(sanction letter ref: EX. R @ Pg. 446 of CP)*

Last sanction: 21.03.2012 *(sanction letter ref: EX. O @ pg. 420 of CP)*

The disbursal of debt is further evinced by the Certificate issued under the Bankers Book Evidence Act, 1891. *(Ref: certificate EX. P @ pg. 442 of CP).*

6. **Date of default:** The date of default as evinced by the NPA Certificate is 31.12.2012 *(NPA Certificate ref: EX. C @ pg. 13 of CP).*

7. The Corporate Debtor approached the Financial Creditor for availing Unsecured Loan. Subsequently, after accepting the

request of the Corporate Debtor, Loan Agreement was executed by and between the parties vide loan agreement dated 01.01.2016, wherein Financial Creditor has agreed to lend Rs.1,75,00,000/- (Rupees One Crore Seventy-Five Lakhs only) disbursed on 01.04.2016 to the Corporate Debtor for a tenor of 2 years under the terms and conditions set therein.

8. **Total Claim Amount:** The total claim amount as on the date of filing the present Petition is **INR 187,44,74,887.75/-** *(ref table @ pg. 6; statement of account a/w interest calculation sheet ref: EX D- Colly and E-Colly @ pg. 88-99 of CP).*

9. In consideration of the FC granting various credit facilities to the CD, the CD executed various mortgage and hypothecation documents in favour of the FC. *(ref @ pg. 8; Agreements of mortgage and hypothecation EX. F to EX. I @ pg. 100 – 354 of CP*).

10. The outstanding debt was acknowledged time and again by the CD evinced as hereinunder **(Cl. E @pg. 13 of CP)**:

- MOU dated 30th March 2012, refer clauses 3 & 4 @ pg. 404 *(ref EX. M1 @ pg. 401 of CP).*
- Letter of acknowledgement ("LOA") dated 25th September 2013 addressed to FC by CD *(Ref: EX. AT @ pg. 617 of CP)*
- LOA dated 18th July 2016 issued by CD to FC *(ref: EX. M2 @ pg. 412 of CP).*

- Balance Sheet of CD as 31st March 2017 *(ref: EX. AW @pg. 632 of CP)*.
- Balance Sheet of CD as 31st March 2018 *(ref: EX. AX @pg. 1 of rejoinder)*.
- Balance Sheet of CD as 31st March 2019 *(ref: EX. AY @pg.149 of rejoinder)*.

11. **Judgements relied upon by the Applicant/ FC:**

a. **Sesh Nath Singh & Anr. vs. Baidyabati Sheoraphuli Co-operative Bank Ltd. & Anr *(passed by SC - Civil Appeal No. 9198 of 2019)-*** In light of section 238A of IBC, this judgment holds that section 14 and section 18 of the Limitation Act also apply to IBC including proceedings under section 7 and section 9 of the IBC. (Refer paragraphs: 66,67 and 68).

"66. Similarly under Section 18 of the Limitation Act, an acknowledgement of present subsisting liability, made in writing in respect of any right claimed by the opposite party and signed by the party against whom the right is claimed, has the effect of commencing of a fresh period of limitation, from the date on which the acknowledgment is signed. However, the acknowledgment must be made before the period of limitation expires.

67. As observed above, Section 238A of the IBC makes the provisions of the Limitation Act, as far as may be, applicable to proceedings before the NCLT and the NCLAT. The IBC does not

exclude the application of Section 6 or 14 or 18 or any other provision of the Limitation Act to proceedings under the IBC in the NCLT/NCLAT. All the provisions of the Limitation Act are applicable to proceedings in the NCLT/NCLAT, to the extent feasible.

68. We see no reason why Section 14 or 18 of the Limitation Act, 1963 should not apply to proceeding under Section 7 or Section 9 of the IBC. Of course, Section 18 of the Limitation Act is not attracted in this case, since the impugned order of the NCLAT does not proceed on the basis of any acknowledgment."

b. **Asset Reconstruction Company (India) Ltd vs. Bhishal Jaiswal & Anr.** ***(Passed by SC – Civil Appeal No. 323 of 2021)*** **-** This judgment, also refers to **Sesh Nath Singh & Anr. vs. Baidyabati Sheoraphuli Co-operative Bank Ltd. & Anr,** also holds that section 18 of the Limitation Act is applicable to IBC and further holds that entries in a Balance sheet do indeed amount to acknowledgement of debt for the purpose of extending the limitation period under Section 18 of the Limitation Act. (Refer paragraphs: 8, 9, 16,21 and 22 to 33).

"The aforesaid question is no longer res integra as two recent judgments of this Court have applied the provisions of Section 14 and Section 18 of the Limitation Act to the IBC. Thus, in Sesh Nath Singh v. Baidyabati Sheoraphuli Co-operative Bank Ltd., Civil Appeal No. 9198 of 2019 (decided on 22.03.2021)…."

9. Nearer home, in Laxmi Pat Surana v. Union Bank of India, Civil Appeal No. 2734 of 2020, a judgment delivered on 26.03.2021, this Court, after referring to various judgments of this Court, including the judgment in Babulal Vardharji Gurjar v. Veer Gurjar Aluminium Industries (P) Ltd., (2020) 15 SCC 1 ["Babulal"], then held:

"35. The purport of such observation has been dealt with in the case of Babulal Vardharji Gurjar (II) [Babulal Vardharji Gurjar v. Veer Gurjar Aluminium Industries (P) Ltd., (2020) 15 SCC 1]. Suffice it to observe that this Court had not ruled out the application of Section 18 of the Limitation Act to the proceedings under the Code, if the fact situation of the case so warrants. Considering that the purport of Section 238A of the Code, as enacted, is clarificatory in nature and being a procedural law had been given retrospective effect; which included application of the provisions of the Limitation Act on case-to-case basis. Indeed, the purport of amendment in the Code was not to reopen or revive the time barred debts under the Limitation Act. At the same time, accrual of fresh period of limitation in terms of Section 18 of the Limitation Act is on its own under that Act. It will not be a case of giving new lease to time barred debts under the existing law (Limitation Act) as such. 36. Notably, the provisions of Limitation Act have been made applicable to the proceedings under the Code, as far as may be applicable. For, Section 238A predicates that the provisions of Limitation Act shall, as far as may be, apply to the proceedings or

appeals before the Adjudicating Authority, the NCLAT, the DRT or the Debt Recovery Appellate Tribunal, as the case may be. After enactment of Section 238A of the Code on 06.06.2018, validity whereof has been upheld by this Court, it is not open to contend that the limitation for filing application under Section 7 of the Code would be limited to Article 137 of the Limitation Act and extension of prescribed period in certain cases could be only under Section 5 of the Limitation Act. There is no reason to exclude the effect of Section 18 of the Limitation Act to the proceedings initiated under the Code. Section 18 of the Limitation Act reads thus:

"18. Effect of acknowledgement in writing.–(1) Where, before the expiration of the prescribed period for a suit or application in respect of any property or right, an acknowledgement of liability in respect of such property or right has been made in writing signed by the party against whom such property or right is claimed, or by any person through whom he derives his title or liability, a fresh period of limitation shall be computed from the time when the acknowledgement was so signed.

(2) Where the writing containing the acknowledgement is undated, oral evidence may be given of the time when it was signed; but subject to the provisions of the Indian Evidence Act, 1872 (1 of 1872), oral evidence of its contents shall not be received.

Explanation.–For the purposes of this section,–

(a) an acknowledgement may be sufficient though it omits to specify the exact nature of the property or right, or avers that the time for payment, delivery, performance or enjoyment has not yet come or is accompanied by a refusal to pay, deliver, perform or permit to enjoy, or is coupled with a claim to set off, or is addressed to a person other than a person entitled to the property or right;

(b) the word "signed" means signed either personally or by an agent duly authorised in this behalf; and

(c) an application for the execution of a decree or order shall not be deemed to be an application in respect of any property or right."

37. Ordinarily, upon declaration of the loan account/debt as NPA that date can be reckoned as the date of default to enable the financial creditor to initiate action under Section 7 of the Code. However, Section 7 comes into play when the corporate debtor commits "default". Section 7, consciously uses the expression "default" - not the date of notifying the loan account of the corporate person as NPA. Further, the expression "default" has been defined in Section 3(12) to mean nonpayment of "debt" when whole or any part or instalment of the amount of debt has become due and payable and is not paid by the debtor or the corporate debtor, as the case may be. In cases where the corporate person had offered guarantee in respect of loan transaction, the right of the financial creditor to initiate action against such entity being a corporate

debtor (corporate guarantor), would get triggered the moment the principal borrower commits default due to non-payment of debt. Thus, when the principal borrower and/or the (corporate) guarantor admit and acknowledge their liability after declaration of NPA but before the expiration of three years therefrom including the fresh period of limitation due to (successive) acknowledgements, it is not possible to extricate them from the renewed limitation accruing due to the effect of Section 18 of the Limitation Act. Section 18 of the Limitation Act gets attracted the moment acknowledgement in writing signed by the party against whom such right to initiate resolution process under Section 7 of the Code enures. Section 18 of the Limitation Act would come into play every time when the principal borrower and/or the corporate guarantor (corporate debtor), as the case may be, acknowledge their liability to pay the debt. Such acknowledgement, however, must be before the expiration of the prescribed period of limitation including the fresh period of limitation due to acknowledgement of the debt, from time to time, for institution of the proceedings under Section 7 of the Code. Further, the acknowledgement must be of a liability in respect of which the financial creditor can initiate action under Section 7 of the Code."

16. An exhaustive judgment of the Calcutta High Court in Bengal Silk Mills Co. v. Ismail Golam Hossain Ariff, 1961 SCC OnLine Cal 128 : AIR 1962 Cal 115 ["Bengal Silk Mills"] held that an

acknowledgement of liability that is made in a balance sheet can amount to an acknowledgement of debt as follows:

"9. In support of the contention that the balance-sheets do not amount to acknowledgements of liability, because they were prepared under compulsion of law Mr. Banerji relies upon the decision in Kashinath v. New Akot Ginning and Pressing Co. Ltd., I.L.R. 1950 Nag. 562 at 568 : A.I.R. 1951 Nag. 255. It is true that the balance-sheets were required to be made both by the Indian Companies Act, 1913 as also by the articles of association of the defendant company. There was a compulsion upon the managing agents to prepare the documents but there was no compulsion upon them to make any particular admission. They faithfully discharged their duty and in doing so they made honest admissions of the Company's liabilities. Those admissions, though made in discharge of their duty, are nevertheless conscious and voluntary admissions. A document is not taken out of the purview of section 19 of the Indian Limitation Act merely on the ground that it is made under compulsion of law, see Venkata v. Partha Saradhi, 1892 I.L.R. 16 Mad. 220 at 222, Udaya Thevar v. Subrahmania Chetti, (1896) 6 M.L.J. 266, 269, Good v. Jane Job, 120 E.R. 810 at 812. I am unable to agree with the reasoning of the Nagpur decision that a balance-sheet does not save limitation because it is drawn up under a duty to set out the claims made on the company and not with the intention of acknowledging liability. The balance-sheet contains admissions of liability; the agent of the company who makes and

signs it intends to make those admissions. The admissions do not cease to be acknowledgements of liability merely on the ground that they were made in discharge of a statutory duty. I notice that in the Nagpur case the balance-sheet had been signed by a director and had not been passed either by the Board of Directors or by the company at its annual general meeting and it seems that the actual decision may be distinguished on the ground that the balance-sheet was not made or signed by a duly authorized agent of the company.

10. Mr. Banerji next contends that none of the balance-sheets contains an admission of liability subsisting on the date of which it is made. According to him the balance-sheet for the year ended 30-11-1936 which was made on 1-6-1937 contains an admission of past liability as on 30-11-1936 but not an admission of liability existing on 1-6-1937. Mr. Banerji contends that such an admission does not satisfy the test of an acknowledgement under section 19 of the Indian Limitation Act. His contention is supported by Jwala Prasad v. Jwala Bank Ltd., A.I.R. 1957 All. 143 at 145. In that case the Allahabad High Court held that the balance-sheet did not contain any acknowledgement of an existing liability and therefore could not be treated as an acknowledgement under section 19. Mr. Banerji also relied upon the decisions in Kandasami Reddi v. Suppammal, I.L.R. 45 Mad. 443, Venkata v. Partha Saradhi, I.L.R. 18 Mad. 220, Rustomji on Limitation, 6th Edition, pages 191–193 and the cases collected therein. Now it is well settled that in order to satisfy the test of an acknowledgement under section 19

the admission of liability must be an admission of subsisting liability. In Kandasami Reddi v. Suppammal, I.L.R. 45 Mad. 443 at 445, Ayling J. said, "Liability can only signify present liability at the time of acknowledgement and this is clearly laid down in Venkata v. Parthasaradhi, (1893) 16 Mad. 220." In Venkata v. Parthasaradhi, I.L.R. 16 Mad. 220 at 223 Muttasami Ayyar, J. said, "It is therefore necessary that upon a reasonable construction of the language used by the debtor in writing the relation of debtor and creditor must appear to be distinctly admitted, that it must be admitted also to be a subsisting jural relation, and then an intention to continue it until it is lawfully determined must also be evident." The section requires a definite admission of liability in respect of the debt, but even an admission that the debt existed at a previous date may, having regard to the language used and the surrounding circumstances, amount to an implied representation that the debt is still subsisting (see Maniram Seth v. Seth Rupchand, I.L.R. 33 Cal. 1047 P.C.). In my opinion the balance-sheets satisfy the test of an acknowledgement under section 19. Each of them contains an admission that balances have been struck at the end of the previous year and that a definite sum has been found to be the balance then due to the creditor. The natural inference to be drawn from the balance-sheet is that the closing balance due to the creditor at the end of the previous year will be carried forward as the opening balance due to him at the beginning of the next year. In each balance-sheet there is thus an admission of a subsisting liability to

continue the relation of debtor and creditor and a definite representation of a present intention to keep the liability alive until it is lawfully determined by payment or otherwise. There is necessarily a time lag between the date of the signing of the balance-sheet and the end of the previous year. The balance-sheet contains no admission of the amount due on the date of the signature, that amount may be and often is different from the amount shown as due at the end of the previous year, but that fact alone does not take the document out of the purview of section 19. Take the case of a banker and its depositor. Suppose the banker sends to the depositor a monthly statement of account made for the month of February 1961 and signed on March 15, 1961. The statement gives the balance due on February 28, 1961. The amount due on March 15 may be quite different; the banker might have been made payments for the customer, nevertheless the statement amounts to a sufficient acknowledgement under section 19. I am therefore unable to agree with the decision in Jwala Prasad v. Jwala Bank Ltd., A.I.R. 1957 All. 144.

11. To come under section 19 an acknowledgement of a debt need not be made to the creditor nor need it amount to a promise to pay the debt. In England it has been held that a balance-sheet of a company stating the amount of its indebtedness to the creditor is a sufficient acknowledgement in respect of a specialty debt under section 5 of the Civil Procedure Act, 1833 (3 and 4 Will — 4c. 42), see Re: Atlantic and Pacific Fibre Importing and Manufacturing

Co. Ltd., 1928 Ch. 836 under section 1 of Lord Tentenden's Act, 1828 (9 Geo. 4, c. 14) read with section 13 of the Mercantile Law Amendment Act, 1856 (19 and 20 Vict. c. 97), see Re: The Coliseum (Burrow) Ltd., (1930) 2 Ch. 44 at 47 and under sections 23 and 24 of the Limitation Act, 1939 (c. 21), see Ledingham v. Bermejo Estancia Co. Ltd., (1947) 1 A.E.R. 749 and Jones v. Bellgrove Properties Ltd., (1949) 2 K.B. 700, on appeal from (1949) 1 A.E.R. 498. Section 5 of the Civil Procedure Act, 1833 did not require that the acknowledgement should be given to the claiming creditor and consequently a balance-sheet containing an admission of indebtedness to the debenture holders was a sufficient acknowledgement of liability in respect of the debentures under that section, though it was sent only to the debenture holders who happened to be the shareholders of the company and not to the other debenture holders, see Re: Atlantic and Pacific Fibre Importing and Manufacturing Co. Ltd., (1928) 1 Ch. 836. Under Tentenden's Act, 1828 as also under the Limitation Act, 1939 (c. 21) the acknowledgement must be made to the creditor or his agent and if the balancesheet is sent to a shareholder who is also a creditor the requirements of those Acts were satisfied, see Re: The Coliseum (Burrow) Ltd., (1930) 2 Ch. 44 at 47, Jones v. Bellgrove Properties Ltd., (1949) 1 A.E.R. 498 at 504 affirmed (1949) 2 K.B. 700. The decision in the last case has been followed in India and it has been held that an admission of indebtedness in a balance-sheet is a sufficient acknowledgement under section 19 of the Indian

Limitation Act, see Raja of Vizianagram v. Official Liquidator, Vizianagram Mining Co. Ltd., (1951) 2 M.L.J. 535 at 550-1 : A.I.R. 1952 Mad. 136 at 145, Lahore Enamelling and Stamping Co. Ltd. v. A.K. Bhalla, A.I.R. 1958 Punjab 341 at 347, First National Bank Ltd. v. The Mandi (State) Industries Ltd., (1957) 59 Punjab Law Reports 589 and in an unreported decision of S.R. Das Gupta, J. in matter No. 449 of 1955 Re: Vita Supplies Corporation Ltd. decided on December 7, 1956."

Importantly, this judgment holds that though the filing of a balance sheet is by compulsion of law, the acknowledgement of a debt is not necessarily so. In fact, it is not uncommon to have an entry in a balance sheet with notes annexed to or forming part of such balance sheet, or in the auditor's report, which must be read along with the balance sheet, indicating that such entry would not amount to an acknowledgement of debt for reasons given in the said note.

21. We must now examine the position under the Companies Act, 2013 ["Companies Act"] qua any compulsion of law for filing of balance sheets and acknowledgements made therein. Section 2(40) of the Companies Act defines financial statement as follows:

"2. Definitions.—In this Act, unless the context otherwise requires,—
xxx xxx xxx

(40) "financial statement" in relation to a company, includes—

(i) a balance sheet as at the end of the financial year;

(ii) a profit and loss account, or in the case of a company carrying on any activity not for profit, an income and expenditure account for the financial year;

(iii) cash flow statement for the financial year;

(iv) a statement of changes in equity, if applicable; and

(v) any explanatory note annexed to, or forming part of, any document referred to in sub-clause (i) to sub-clause (iv):

Provided that the financial statement, with respect to One Person Company, small company and dormant company, may not include the cash flow statement; xxx xxx xxx"

Under Section 92, every company is to prepare an annual return containing certain particulars as follows:

"92. Annual return.—(1) Every company shall prepare a return (hereinafter referred to as the annual return) in the prescribed form containing the particulars as they stood on the close of the financial year regarding—

(a) its registered office, principal business activities, particulars of its holding, subsidiary and associate companies;

(b) its shares, debentures and other securities and shareholding pattern;

(c) [* *];*

(d) its members and debenture-holders along with changes therein since the close of the previous financial year;

(e) its promoters, directors, key managerial personnel along with changes therein since the close of the previous financial year;

(f) meetings of members or a class thereof, Board and its various committees along with attendance details;

(g) remuneration of directors and key managerial personnel;

(h) penalty or punishment imposed on the company, its directors or officers and details of compounding of offences and appeals made against such penalty or punishment;

(i) matters relating to certification of compliances, disclosures as may be prescribed;

(j) details, as may be prescribed, in respect of shares held by or on behalf of the Foreign Institutional Investors; and

(k) such other matters as may be prescribed

and signed by a director and the company secretary, or where there is no company secretary, by a company secretary in practice:

Provided that in relation to One Person Company and small company, the annual return shall be signed by the company secretary, or where there is no company secretary, by the director of the company:

Provided further that the Central Government may prescribe abridged form of annual return for "One Person Company, small company and such other class or classes of companies as may be prescribed.

(2) The annual return, filed by a listed company or, by a company having such paid up capital or turnover as may be prescribed, shall be certified by a company secretary in practice in the prescribed form, stating that the annual return discloses the facts correctly and adequately and that the company has complied with all the provisions of this Act.

(3) Every company shall place a copy of the annual return on the website of the company, if any, and the web-link of such annual return shall be disclosed in the Board's report

(4) Every company shall file with the Registrar a copy of the annual return, within sixty days from the date on which the annual general meeting is held or where no annual general meeting is held in any year within sixty days from the date on which the annual general meeting should have been held together with the statement specifying the reasons for not holding the annual general meeting, with such fees or additional fees as may be prescribed.

(5) If any company fails to file its annual return under sub-section (4), before the expiry of the period specified therein, such company and its every officer who is in default shall be liable to a penalty of ten thousand rupees and in case of continuing failure, with a further penalty of one hundred rupees for each day after the first during which such failure continues, subject to a maximum of two

lakh rupees in case of a company and fifty thousand rupees in case of an officer who is in default.

(6) If a company secretary in practice certifies the annual return otherwise than in conformity with the requirements of this section or the rules made thereunder, he shall be liable to a penalty of two lakh rupees."

Vide Section 128, every company shall prepare and keep at its registered office, books of accounts and financial statements for every financial year, as follows:

"128. Books of account, etc., to be kept by company.—(1) Every company shall prepare and keep at its registered office books of account and other relevant books and papers and financial statement for every financial year which give a true and fair view of the state of the affairs of the company, including that of its branch office or offices, if any, and explain the transactions effected both at the registered office and its branches and such books shall be kept on accrual basis and according to the double entry system of accounting:

Provided that all or any of the books of account aforesaid and other relevant papers may be kept at such other place in India as the Board of Directors may decide and where such a decision is taken, the company shall, within seven days thereof, file with the Registrar a notice in writing giving the full address of that other place:

Provided further that the company may keep such books of account or other relevant papers in electronic mode in such manner as may be prescribed. xxx xxx xxx"

Section 129, which is of importance, refers directly to financial statements and states as follows:

"129. Financial statement. — (1) The financial statements shall give a true and fair view of the state of affairs of the company or companies, comply with the accounting standards notified under Section 133 and shall be in the form or forms as may be provided for different class or classes of companies in Schedule III:

Provided that the items contained in such financial statements shall be in accordance with the accounting standards:

Provided further that nothing contained in this sub-section shall apply to any insurance or banking company or any company engaged in the generation or supply of electricity, or to any other class of company for which a form of financial statement has been specified in or under the Act governing such class of company:

Provided also that the financial statements shall not be treated as not disclosing a true and fair view of the state of affairs of the company, merely by reason of the fact that they do not disclose—

(a) in the case of an insurance company, any matters which are not required to be disclosed by the Insurance Act, 1938 (4 of 1938), or the Insurance Regulatory and Development Authority Act, 1999 (41 of 1999);

(b) in the case of a banking company, any matters which are not required to be disclosed by the Banking Regulation Act, 1949 (10 of 1949);

(c) in the case of a company engaged in the generation or supply of electricity, any matters which are not required to be disclosed by the Electricity Act, 2003 (36 of 2003);

(d) in the case of a company governed by any other law for the time being in force, any matters which are not required to be disclosed by that law.

(2) At every annual general meeting of a company, the Board of Directors of the company shall lay before such meeting financial statements for the financial year. xxx xxx xxx

(5) Without prejudice to sub-section (1), where the financial statements of a company do not comply with the accounting standards referred to in sub-section (1), the company shall disclose in its financial statements, the deviation from the accounting standards, the reasons for such deviation and the financial effects, if any, arising out of such deviation. xxx xxx xxx

(7) If a company contravenes the provisions of this section, the managing director, the whole-time director in charge of finance, the Chief Financial Officer or any other person charged by the Board with the duty of complying with the requirements of this section and in the absence of any of the officers mentioned above, all the directors shall be punishable with imprisonment for a term which may extend to one year or with fine which shall not be less than fifty thousand rupees but which may extend to five lakh rupees, or with both.

Explanation.—For the purposes of this section, except where the context otherwise requires, any reference to the financial statement shall include

any notes annexed to or forming part of such financial statement, giving information required to be given and allowed to be given in the form of such notes under this Act."

Likewise, under Section 134, financial statements are to be approved by the Board of Directors before they are signed, and the auditor's report, as well as a report by the Board of Directors, is to be attached to each financial statement as follows:

"134. Financial statement, Board's report, etc.—(1) The financial statement, including consolidated financial statement, if any, shall be approved by the Board of Directors before they are signed on behalf of the Board by the chairperson of the company where he is authorised by the Board or by two directors out of which one shall be managing director, if any, and the Chief Executive Officer, the Chief Financial Officer and the company secretary of the company, wherever they are appointed, or in the case of One Person Company, only by one director, for submission to the auditor for his report thereon.

(2) The auditors' report shall be attached to every financial statement.

(3) There shall be attached to statements laid before a company in general meeting, a report by its Board of Directors, which shall include— xxx xxx xxx

(f) explanations or comments by the Board on every qualification, reservation or adverse remark or disclaimer made—

(i) by the auditor in his report; and

(ii) by the company secretary in practice in his secretarial audit report;

(g) particulars of loans, guarantees or investments under Section 186;

xxx xxx xxx

Provided that where disclosures referred to in this subsection have been included in the financial statements, such disclosures shall be referred to instead of being repeated in the Board's report:

xxx xxx xxx

(4) The report of the Board of Directors to be attached to the financial statement under this section shall, in case of a One Person Company, mean a report containing explanations or comments by the Board on every qualification, reservation or adverse remark or disclaimer made by the auditor in his report.

xxx xxx xxx

(7) A signed copy of every financial statement, including consolidated financial statement, if any, shall be issued, circulated or published along with a copy each of—

(a) any notes annexed to or forming part of such financial statement;

(b) the auditor's report; and

(c) the Board's report referred to in sub-section (3).

(8) If a company is in default in complying with the provisions of this section, the company shall be liable to a penalty of three lakh rupees and every officer of the company who is in default shall be liable to a penalty of fifty thousand rupees."

Under Section 137, copies of financial statements are then to be filed with the Registrar of Companies as follows:

"137. Copy of financial statement to be filed with Registrar. —(1) A copy of the financial statements, including consolidated financial statement, if any, along with all the documents which are required to be or attached to such financial statements under this Act, duly adopted at the annual general meeting of the company, shall be filed with the Registrar within thirty days of the date of annual general meeting in such manner, with such fees or additional fees as may be prescribed:

Provided that where the financial statements under subsection (1) are not adopted at annual general meeting or adjourned annual general meeting, such unadopted financial statements along with the required documents under sub-section (1) shall be filed with the Registrar within thirty days of the date of annual general meeting and the Registrar shall take them in his records as provisional till the financial statements are filed with him after their adoption in the adjourned annual general meeting for that purpose:

Provided further that financial statements adopted in the adjourned annual general meeting shall be filed with the Registrar within thirty days of the date of such adjourned annual general meeting with such fees or such additional fees as may be prescribed:

Provided also that a One Person Company shall file a copy of the financial statements duly adopted by its member, along with all the documents which are required to be attached to such financial statements, within one hundred eighty days from the closure of the financial year:

Provided also that a company shall, along with its financial statements to be filed with the Registrar, attach the accounts of its subsidiary or subsidiaries which have been incorporated outside India and which have not established their place of business in India.

Provided also that in the case of a subsidiary which has been incorporated outside India (herein referred to as "foreign subsidiary"), which is not required to get its financial statement audited under any law of the country of its incorporation and which does not get such financial statement audited, the requirements of the fourth proviso shall be met if the holding Indian company files such unaudited financial statement along with a declaration to this effect and where such financial statement is in a language other than English, along with a translated copy of the financial statement in English.

(2) Where the annual general meeting of a company for any year has not been held, the financial statements along with the documents required to

be attached under sub-section (1), duly signed along with the statement of facts and reasons for not holding the annual general meeting shall be filed with the Registrar within thirty days of the last date before which the annual general meeting should have been held and in such manner, with such fees or additional fees as may be prescribed.

(3) If a company fails to file the copy of the financial statements under sub-section (1) or sub-section (2), as the case may be, before the expiry of the period specified therein, the company shall be liable to a penalty of ten thousand rupees and in case of continuing failure, with a further penalty of one hundred rupees for each day during which such failure continues, subject to a maximum of two lakh rupees, and the managing director and the Chief Financial Officer of the company, if any, and, in the absence of the managing director and the Chief Financial Officer, any other director who is charged by the Board with the responsibility of complying with the provisions of this section, and, in the absence of any such director, all the directors of the company, shall be shall be liable to a penalty of ten thousand rupees and in case of continuing failure, with a further penalty of one hundred rupees for each day after the first during which such failure continues, subject to a maximum of fifty thousand rupees."

22. A perusal of the aforesaid Sections would show that there is no doubt that the filing of a balance sheet in accordance with the provisions of the Companies Act is mandatory, any transgression of the same being punishable by law. However, what is of importance is that notes that are

annexed to or forming part of such financial statements are expressly recognised by Section 134(7). Equally, the auditor's report may also enter caveats with regard to acknowledgements made in the books of accounts including the balance sheet. A perusal of the aforesaid would show that the statement of law contained in ***Bengal Silk Mills*** *(supra), that there is a compulsion in law to prepare a balance sheet but no compulsion to make any particular admission, is correct in law as it would depend on the facts of each case as to whether an entry made in a balance sheet qua any particular creditor is unequivocal or has been entered into with caveats, which then has to be examined on a case by case basis to establish whether an acknowledgement of liability has, in fact, been made, thereby extending limitation under Section 18 of the Limitation Act.*

c. **Rakesh Kumar Gupta vs. Mahesh Bansal & Anr. (passed by NCLAT, in Company Appeal (AT) (Insolvency) No. 1408 of 2019** – In this judgment, the NCLAT held that IBC is subsequent Code to SARFAESI Act of 2002 & DRT Act with provision of Moratorium under Section 14 and Section 238 giving the Provisions of the Code overriding effect on other laws. NCLAT further observed that the pendency of actions under the SARFAESI Act or actions under the DRT Act does not create obstruction for filling an Application under Section 7 of IBC, especially in view of Section 238 of IBC. The Application is more to bring about a Resolution of Corporate Debtor than any penal action or any recovery proceedings. (Refer paragraph 9).

" 9. The defence raised by the Appellant to the Section 7 application is answered in Para 3 and 4of Judgment of this Tribunal in the matter of "Aditya Kumar" (supra) where it is observed as under:-

"3. Learned counsel appearing on behalf of the Appellant submitted that the 'Financial Creditor' has already taken steps under Section 19 of the 'Recovery of Debts Due to Banks and Financial Institutions Act, 1933' (DRT Act. Further, according to him, action has been taken under Section 13 (4) of the 'Securitisation and Reconstruction of Financial Assets and Enforcement of Securities Interest Act, 2002' (the SARFAESI Act). Therefore, according to the Appellant, proceedings under the aforesaid provisions having already initiated, the Application under Section 7 of the 'I & B Code' is not maintainable.

4. However, the aforesaid submissions cannot be accepted in view of the decision of this Appellate Tribunal in "M/s. Unigreen Global Private Limited v. Punjab National Bank & Anr." Company Appeal (AT) (Insolvency) No. 81 of 2017", wherein this Appellate Tribunal by its judgment dated 1st December, 2017 held:

"25. Similarly, if any action has been taken by a 'Financial Creditor' under Section 13 (4) of the SARFAESI Act, 2002 against the Corporate Debtor or a suit is pending against Corporate Debtor under Section 19 of DRT Act, 1993 before a Debt Recovery Tribunal or appeal pending before the

DebtRecovery Appellate Tribunal cannot be a ground to reject an application under Section 10, if the application is complete.

26. Any proceeding under Section 13(4) of the SARFAESI Act, 2002 or suit under Section 19 of the DRT Act, 1993 pending before Debt Recovery Tribunal or appeal pending before Debt Recovery Appellate Tribunal cannot proceed in view of the order of moratorium as may be passed.

27. It is also desirable to refer to Section 238 of the I&B Code, as quoted below:

"238. Provisions of this Code to override other laws- The provisions of this Code shall have effect, notwithstanding anything inconsistent therewith contained in any other law for the time being in force or any instrument having effect by virtue of any such law."

In view of the aforesaid provision also, I & B Code shall have the effect notwithstanding anything inconsistent therewith contained in any other law for the time being in force including DRT Act, 1993; SARFAESI Act, 2002; money suit etc."

The pendency of actions under the SARFAESI Act or actions under the Recovery of Debts Due to Banks and Financial Institutions Act, 1993 does not create obstruction for filling an Application under Section 7 of Insolvency and Bankruptcy Code 2016, specially in view of Section 238 of IBC. The Application

is more to bring about a Resolution of Corporate Debtor than any penal action or any recovery proceedings. We do not find any substance in the Appeal.

Submissions made by the Advocate of Corporate Debtor by way of Affidavit in Reply:

12. The Application under Section 7 of the IBC is defective and not maintainable for the following reasons:

- The Applicant is not the 'Financial Creditor' and hence has no locus to file the present application:

  i. The Applicant is a trustee of Pegasus Group Nineteen Trust II (the "Trust"). Admittedly, Assignment Agreement dated 28th March 2013 was executed between Cosmos Co-operative Bank Limited and the Applicant in its capacity as a 'trustee' of the Trust.

  ii. At page 32 of the Application, the Applicant herein is acting in its capacity as a trustee of the Trust.

  iii. Recital (c) (page 34 of the Application) of the Assignment Agreement also makes that position amply clear.

  iv. Clause 2.1.1 (page 42 of the Application) specifically records that the Applicant in its capacity as a 'trustee' of the Trust had executed the Assignment Agreement and that the ultimate beneficiary is the Trust.

v. However, the Applicant has at Page 2 - Part I of the Form I of the Application stated that the Applicant is the Financial Creditor and at Part IV - Page 4 of the Application has stated that it is a Financial Creditor by virtue of the debt along with the underlying security assigned "to itself" under the Assignment Agreement.

vi. The Applicant has therefore suppressed the fact that it is the Trust which can maintain the Application and not the Applicant. That aspect being crucial, has conveniently not been pleaded in the Application. The clauses of the Assignment Agreement are clear and hence, the Applicant has no locus to maintain the Application.

vii. The Hon'ble Supreme Court in the case of ***Indus Biotech Pvt Ltd. v/s. Kotak India Venture (Offshore) Fund and Ors.***, 2021 SCC Online SC 268, reiterated the factors to be considered whilst scrutinizing an Application under Section 7. The Hon'ble Supreme Court held that there should be existence of four factors, one of which is that the debt should be due to a Financial Creditor.

viii. As stated above, the Financial Creditor cannot be the Applicant by virtue of the provisions of the Assignment Agreement. The Applicant has suppressed this vital information from this Hon'ble Tribunal and on this

ground alone the Application ought to be dismissed. Moreover, the Hon'ble Supreme Court in ***Indus Biotech***, relied upon the judgment in ***Innovative Industries Ltd. v/s. ICICI Bank***, (2018) 1 SCC 407, in which the Hon'ble Supreme Court has held that the application under Section 7 is required to be complete in all aspects.

ix. The Applicant is required to plead such particulars and disclose the capacity in which it files the Application. Since the Trust is the beneficiary, the Trustee cannot be termed as the 'Financial Creditor'.

x. The Board Resolution at Page 24 of the Application also supports the case of the Corporate Debtor.

- The Application is barred by the law of limitation:

i. The date of default mentioned at page 6 of the Application as 31st December 2012. The basis for this date of alleged default is the NPA Certificate issued by Cosmos Co-operative Bank Ltd. If, the date of classification of the account as a NPA is 31st December 2012, the date of default, then would be 90 days prior to the classification of NPA i.e. 30th September 2012. The Application has been filed after a period of 7 years and therefore is ex-facie barred by the law of limitation.

ii. Interestingly, the Applicant has relied upon a letter dated 25th September 2013, purportedly being a letter of acknowledgement issued by the Corporate Debtor. This letter was issued as an acknowledgment, if at all, in favour of the Trust and not the Applicant. Therefore, this alleged acknowledgement, does not extend the period of limitation for the Applicant herein.

iii. To overcome the contention of limitation, the Applicant has relied upon several documents in its Affidavit in Rejoinder to contend that there has been extension of limitation under Section 18 of the Limitation Act.

iv. The Hon'ble NCLAT in the case of ***Mr. Satyaprakash Aggarwal &Ors v/s. Vistar Metal Industries Pvt. Ltd.***, 2018 SCC Online NCLAT 264, has held that the Adjudicating Authority is required to decide whether Form 1 along with documents is complete or not and if the Application is defective, an opportunity ought to be given to the Applicant to remove the defects. In the present matter, the documents filed in the Rejoinder cannot be relied upon since no supporting documents can supplement the ingredients of Form 1. These documents do not form part of Form 1 and as per the

NCLAT Judgment in Vistar Metal, Form 1 is required to be assessed on a standalone basis.

v. Under sub-section 4 of Section 7 of the IBC, the Adjudicating Authority is required to ascertain the default on basis of the information utility or on the basis of other evidence furnished under sub-section 3 of Section 7 i.e. documents along with the Application filed in Form 1, and not by way of an Affidavit in Rejoinder.

- The Applicant has pleaded two dates of default and thus there is inconsistency in respect thereof:

  i. The date of default pleaded in the Application is 31st December 2012. However, the Applicant has also filed an Amendment Application in which, the Applicant has contended that the dates of default are 18th July 2016 and May, June and July 2019. This Amendment Application is pending. Nevertheless, there cannot be two dates of default. This itself shows that the Application is defective.

- The documents relied upon by the Applicant do not tantamount to a record/evidence of default:

  i. The entries relied upon by the Applicant at Page 434 of the Application are not certified in accordance with the

Banker's Books Evidence Act, 1891. At page 15 of the Application, the Applicant contends that there is a Certificate issued under the Banker's Books Evidence Act, 1891. On a bare perusal of the purported certificate at Page 442 of the Application, it is evident that this certificate is a self-serving document issued by the Applicant and not by the bank. The certificate to say the least, does not conform to the requirement of the Banker's Books Evidence Act and hence the statement made in the Application is itself misleading and, on this ground, also the Application is required to be dismissed.

ii. The statements of account and calculations relied upon by the Applicant at Page 88 of the Application, are not the statement of account issued by the bank and these are internal statements of the Trust. There is no clarity as to the amount in default at the time when the Applicant claims that a default had occurred i.e. 31st December 2012. The amount of default is an intrinsically interwoven facet of recording a factum of default. This being a statutory requirement under the IBC, cannot be dispensed with and the requirements under Section 7 are stringent.

13. The Hon'ble NCLT in the case of ***India Resurgence Arc. Pvt Ltd. v/s. Indian Steel Corporation Limited***, CP (IB) No. 3846 of 2019, vide its Judgment dated 6 th May 2020, dismissed the Application filed under Section 7 of the IBC as being defective, on several grounds, inter alia including that the date of default was not accurately set out, and that the financial creditor did not prove that the petition was within the period of limitation.

14. The counsel appearing summaries his submission in the facts of the present case, the purported letter dated 25th September 2013 cannot extend limitation since that is not an acknowledgement in favor of the Applicant and therefore this goes to the root of the fact that the Application itself is defective and the Applicant has no locus to maintain the same.

15. Further submits that on these counts, it is evident that there is no effective acknowledgement of liability within the meaning of Section 18 of the Limitation Act, 1963.

16. We have heard the arguments of Financial creditor and Corporate Debtor and perused the records.

17. We also consider the facts of the case in the lights of the Order passed by Hon'ble Supreme Court in Swiss Ribbons Pvt. Ltd. & Ors. Vs. Union of India & Ors. [Writ Petition (Civil) No. 99 of 2018] upholding the Constitutional validity of IBC, the position is very clear that unlike Section 9, there is no scope of raising a

'dispute' as far as Section 7 petition is concerned. As soon as a 'debt' and 'default' is proved, the adjudicating authority is bound to admit the petition.

18. The Corporate Debtor raised various contentions which are dealt here below:

i. The Applicant is not the 'Financial Creditor' and hence has no locus to file the present application as the Applicant is a trustee of Pegasus Group Nineteen Trust II (the "Trust"). Assignment Agreement dated 28th March 2013 was executed between Cosmos Co-operative Bank Limited and the Applicant in its capacity as a 'trustee' of the Trust.

Upon plain reading of Section 5(7) of IBC, 2016 it is clear that the Financial Creditor means any person to whom a financial debt is owed and includes a person to whom such debt has been legally assigned or transferred in the present case debt has been assigned to Applicant therefore he has locus to file the present Application.

In a trust arrangement, the appointed trustee is the person or entity with capacity to undertake these legal formalities. In assuming this function, the trustee acts as representative of the Trust and has locus to file this Application. Also, in terms of section 13 of The Indian Trusts Act, 1882 A trustee is bound to maintain and defend all such suits, and to take such

other steps as, regard being had to the nature and amount or value of the trust-property, may be reasonably requisite for the preservation of the trust-property and the assertion or protection of the title thereto.

ii. The another contention of the Corporate Debtor is that application is barred by Limitation as NPA date is of 2012 but Hon'ble Supreme Court squarely covered this issue in various judgements relied by the Financial Creditor. Hon'ble Supreme Court while dealing with issue of Limitation hold that Limitation should be counted afresh from acknowledgement. The corporate Debtor had acknowledged the debt vide their MOU, Letter of Acknowledgement and Balance Sheet which are as follows:

- MOU dated 30th March 2012, refer clauses 3 & 4 @ pg. 404 *(ref EX. M1 @ pg. 401 of CP).*
- Letter of acknowledgement ("LOA") dated 25th September 2013 addressed to FC by CD *(Ref: EX. AT @ pg. 617 of CP)*
- LOA dated 18th July 2016 issued by CD to FC *(ref: EX. M2 @ pg. 412 of CP).*
- Balance Sheet of CD as 31st March 2017 *(ref: EX. AW @pg. 632 of CP).*
- Balance Sheet of CD as 31st March 2018 *(ref: EX. AX @pg. 1 of rejoinder).*

Balance Sheet of CD as 31st March 2019 *(ref: EX. AY @pg.149 of rejoinder)*.

19. Upon perusal of records, this Bench is of the considered opinion that there is no dispute regarding the Corporate Debtor owes money to the Financial Creditor.

20. The Financial Creditor has proposed the name of **Mr. Manish Baldeva,** Registration No. IBBI/IPA-002/IP-N00043/2016-2017/10082, as the Interim Resolution Professional of the Corporate Debtor. He has filed his written communication in Form 2 as required under rule 9(1) of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016 along with a copy of his Certificate of Registration.

21. The application made by the Financial Creditor is complete in all respects as required by law. It clearly shows that the Corporate Debtor is in default of a debt due and payable, and the default is in excess of minimum amount stipulated under section 4(1) of the IBC. Therefore, the debt and default stands established and there is no reason to deny the admission of the Petition. In view of this, this Adjudicating Authority admits this Petition and orders initiation of CIRP against the Corporate Debtor.

22. It is, accordingly, hereby ordered as follows: -

(a) The petition bearing **CP (IB) 1626/MB/C-II/2019** filed by **Pegasus Assets Reconstruction Private Limited,** the

Financial Creditor, under section 7 of the IBC read with rule 4(1) of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016 for initiating Corporate Insolvency Resolution Process (CIRP) against **Euro India Cylinders Limited [CIN: U28121MH2008PLC177798],** the Corporate Debtor, is **admitted**.

(b) There shall be a moratorium under section 14 of the IBC, in regard to the following:

(i) 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;

(ii) Transferring, encumbering, alienating or disposing of by the Corporate Debtor any of its assets or any legal right or beneficial interest therein;

(iii) 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 Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest (SARFAESI) Act, 2002;

(iv) The recovery of any property by an owner or lessor where such property is occupied by or in possession of the Corporate Debtor.

(c) Notwithstanding the above, during the period of moratorium:-

(i) The supply of essential goods or services to the corporate debtor, if continuing, shall not be terminated or suspended or interrupted during the moratorium period;

(ii) That the provisions of sub-section (1) of section 14 of the IBC shall not apply to such transactions as may be notified by the Central Government in consultation with any sectoral regulator;

(d) The moratorium shall have effect from the date of this order till the completion of the CIRP or until this Adjudicating Authority approves the resolution plan under sub-section (1) of section 31 of the IBC or passes an order for liquidation of Corporate Debtor under section 33 of the IBC, as the case may be.

(e) Public announcement of the CIRP shall be made immediately as specified under section 13 of the IBC read with regulation 6 of the Insolvency & Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016.

(f) **Mr. Manish Baldeva,** Registration No. IBBI/IPA-002/IP-N00043/2016-2017/10082, having address at G-02, Salasar Jyot CHS Ltd., Bageshree Park, Shiv Sena Gali, Station Road, Bhayander (West), Thane - 401101 [email:

info@csmanishb.in] [Mobile: +91 9322889341], is hereby appointed as Interim Resolution Professional (IRP) of the Corporate Debtor to carry out the functions as per the IBC. The fee payable to IRP or, as the case may be, the RP shall be compliant with such Regulations, Circulars and Directions issued/as may be issued by the Insolvency & Bankruptcy Board of India (IBBI). The IRP shall carry out his functions as contemplated by sections 15, 17, 18, 19, 20 and 21 of the IBC.

(g) During the CIRP Period, the management of the Corporate Debtor shall vest in the IRP or, as the case may be, the 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 a period of one week from the date of receipt of this Order, in default of which coercive steps will follow.

(h) The Financial Creditor shall deposit a sum of Rs.2,00,000/- (Rupees Three 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 (CoC).

(i) The Registry is directed to communicate this Order to the Financial Creditor, the Corporate Debtor and the IRP by

Speed Post and email immediately, and in any case, not later than two days from the date of this Order.

(j) IRP is directed to send a copy of this Order to the Registrar of Companies, Maharashtra, Mumbai, for updating the Master Data of the Corporate Debtor. The said Registrar of Companies shall send a compliance report in this regard to the Registry of this Court **within seven days** from the date of receipt of a copy of this order.

Dated the 7th day of September, 2021

Sd/-

SHYAM BABU GAUTAM
Member (Technical)

Sd/-

ASHOK KUMAR BORAH
Member (Judicial)

SAM