



**IN THE NATIONAL COMPANY LAW TRIBUNAL
DIVISION BENCH (COURT- I) CHENNAI**

ATTENDANCE CUM ORDER SHEET OF THE HEARING
HELD ON **16.03.2026** THROUGH VIDEO CONFERENCING

PRESENT: HON'BLE SHRI. SANJIV JAIN, MEMBER (JUDICIAL)
HON'BLE SHRI. VENKATARAMAN SUBRAMANIAM, MEMBER (TECHNICAL)

APPLICATION NUMBER :
PETITION NUMBER : CP(IB)/93/CHE/2024
NAME OF THE PETITIONER(S) : Biotechnology Industry Research Assistance
Council
NAME OF THE RESPONDENTS : Mediclone Biotech Pvt Ltd
UNDER SECTION : Sec 7 Rule 4 of IBC, 2016

ORDER

Present: Ld. Counsel Ms. Alka for the Petitioner.

Vide separate order pronounced in Open Court, the petition is admitted. CIRP is initiated against the Corporate Debtor, Mediclone Biotech Private Limited. Ms. Ramela Rangasamy is appointed as the IRP.

Sd/-

(VENKATARAMAN SUBRAMANIAM)
MEMBER (TECHNICAL)

MG

Date: 16.03.2026

Sd/-

(SANJIV JAIN)
MEMBER (JUDICIAL)



**IN THE NATIONAL COMPANY LAW TRIBUNAL,
DIVISION BENCH – I, CHENNAI**

CP(IB)/93(CHE)/2024

*(filed under Section 7 of the Insolvency and Bankruptcy Code, 2016 under r/w Rule 4 of the
Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016)*

*In the matter of
M/s. Mediclone Biotech Private Limited*

Biotechnology Industry Research Assistance Council,
(A Public Sector Enterprises set up by
Department of Biotechnology),
Ministry of Science & Technology, Government of India),
Having its Registered Office at
Fifth Floor, NSIC Business Park,
NSIC Bhawan, Okhla Industrial Estate,
New Delhi-110 020

... Petitioner/Financial Creditor

Versus

Mediclone Biotech Private Limited,
Block-b, Millennium House,
36/37, M.K. Srinivasan Nagar,
Main Road, Perungudi,
Chennai-600 096

... Respondent/Corporate Debtor

Present:

For Petitioner : *Ms. E. Santhanalakshmi, Advocate*
For Respondent : *Shri. T.V. Suresh Kumar, Advocate*
Shri. N.A. Srinivasan, Advocate
Shri. Gokula Krishna Kalpana, Advocate



CORAM:

SANJIV JAIN, MEMBER (JUDICIAL)
VENKATARAMAN SUBRAMANIAM, MEMBER (TECHNICAL)

Order Pronounced on 16th March, 2026

ORDER

(Heard through Hybrid Mode)

This petition has been filed under Section 7 of the Insolvency and Bankruptcy Code, 2016 under r/w Rule 4 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016) by **Biotechnology Industry Research Assistance Council, Ministry of Science & Technology, Government of India** (hereinafter referred to as “**Petitioner/Financial Creditor**”) against **Mediclone Biotech Private Limited** (hereinafter referred to as “**Respondent/Corporate Debtor**”) seeking initiation of Corporate Insolvency and Resolution Process (“CIRP”).

2. **Part-I** of the petition sets out the details of the Petitioner i.e. **Biotechnology Industry Research Assistance Council** (A Public Sector Enterprises set up by Department of Biotechnology), Ministry of Science & Technology, Government of India). It has its Registered Office at Fifth Floor, NSIC Business Park, NSIC Bhawan, Okhla Industrial Estate, New Delhi-110 020. **Part-II** of the petition sets out the particulars of the Corporate



Debtor i.e. Mediclone Biotech Private Limited. It was incorporated on 24.02.1995 with Authorised Capital of Rs.2,00,00,000/- and Paid-up Capital of Rs.2,00,00,000/--. Its Registered Office is situated at Block-B, Millennium House, 36/37, M.K. Srinivasan Nagar, Main Road, Perungudi, Chennai-600 096 within the jurisdiction of this Tribunal. In **Part-III** of the petition, the Petitioner has proposed the name of the Interim Resolution Professional Mrs. Ramela Rangasamy having Registration No. IBBI/IPI-002/IP-N00506/2017-18/11700 .

3. **Part-IV** of the petition provides the particulars of the financial debt being Rs.7,41,65,000/- (Rupees Seven Crores Forty One Lakhs and Sixty Five Thousand only). The amount in default is stated as Rs.15,30,41,676.10 and dates of default are stated as 26.12.2009 and 01.07.2010 respectively.

4. **Part-V** of the petition provides the list of documents attached with the petition to prove the existence of financial debt and amount in default.

5. As per the averments made in the petition, the Petitioner viz., Biotechnology Industry Research Assistance Council is a non-profit Public Sector enterprise. It was set up by the Department of Biotechnology, Ministry of Science and Technology, Government of India on 20.03.2012. The Corporate Debtor is a company engaged in the business of producing



monoclonal blood grouping and other seras through hybridoma technique; to make products used in the hospitals and laboratories, to test blood, urine and other human, animal and plant products; to carry on business of hi-tech tissue culture, genetic engineering, hybridisation, cloning, polymerase chain reaction and other molecular biology techniques for medical diagnostic and therapeutic use and in agro revolution through biotec route.

6. It is stated that the Corporate Debtor was sanctioned loan for a sum of Rs.676.65 Lakhs for (i) Project – SBIRI59 titled “Commercial production of monoclonal antibodies as an import substitute, with special reference to blood cell phenotyping (Phase-II)” vide sanction dated 27.12.2006 and a sum of Rs.65.00 Lakhs for (ii) Project –SBIRI60 titled “Development of an alternate technology to Anti Snake Serum (ASVS) using monoclonal F(ab)2 cocktail (Phase I)” vide sanction letters dated 27.12.2006 and 31.01.2007 Annexure 4 to Annexure-7 as tabulated below :

Sr. No.	Project	Loan (Sanction Amt.) in Lakhs)	Loan (Released Amt. in Lakhs)
1	BT/04(SBIRI)59/2006-PID	676.65	676.65
2	BT/04(SBIRI)60/2006-PID	65.00	65.00
	Total	741.65	741.65



7. It is stated that the Corporate Debtor executed the loan agreements which contain the terms and conditions for repayments.

8. It is stated that the loan was sanctioned by the predecessor of the Petitioner viz., Biotech Consortium India Limited SBIRI Management Agency, Department of Biotechnology, Ministry of Science & Technology, Government of India. Subsequently after the incorporation of the Petitioner, entire scheme was transferred to the Petitioner vide orders dated 25.09.2012 and 09.05.2014 (Annexure-8 & 9).

9. It is stated that the Corporate Debtor failed to repay the loan. Despite several repayment reminders, the Corporate Debtor did not make the payment. Thereafter, the loan was recalled vide Recall Notice dated 01.06.2018. Legal notice was given to the Corporate Debtor on 05.02.2020 which was followed by a final reminder notice through e-mail dated 28.12.2020 (Annexure 10-13).

10. It is stated that the loan carried a simple interest @ 1% per annum upto Rs.1.0 Crore and 2% per annum on the portion of loan in excess of Rs.1.0 crore besides additional interest. It is stated that any delay in repayment of loan /



interest, would entail payment of simple interest @ 12% per annum on the default amounts for the period of delay.

11. It is stated that as on 31.03.2023, a sum of Rs.15,30,41,676.10 became due and payable which the Corporate Debtor failed and neglected to pay.

12. The Petitioner has placed copy of the loan agreements dated 26.12.2006 and 31.01.2007, deed of hypothecation dated 05.08.2009 and personal guarantee dated 26.11.2006 for the both the projects as Annexures-15 to 19. The Petitioner has also filed Annual Returns of the Corporate Debtor showing acknowledgment of debt in its Balance Sheets as Annexure-21, repayment schedule for the projects as Annexure-22, statement of accounts for the projects as Annexure-23 and record of default with Information Utility issued by NeSL as Annexure-24.

13. **On getting notice of the petition, the Respondent/Corporate Debtor filed the reply** stating that as per the Loan Agreement dated 26.12.2006 relating to loan account No. BT/04/SBIRI/59/2006, the loan repayment was to commence from January, 2010. However, in the petition, date of default is stated as 26.12.2009. With regard to Loan Account No. BT/04/SBIRI/60/2006, repayment was to commence from February, 2010. For a loan to be



considered as default, two consecutive defaults must be there but in the petition, the date of default has been stated as 01.07.2010 meaning thereby that loans were declared 'default' even before the timeframe stipulated in the agreements.

14. It is stated that the Corporate Debtor is a R&D driven company. It is engaged in the execution of socially relevant and most wanted technology development to benefit the country besides poor and downtrodden countries of the Globe. It developed a monoclonal antibodies-based technology for the 1st time in India. It is the 1st company which developed technology for Asian Sub-continent on "Blood Phenotyping kits" with the help of the Department of Biotechnology, Government of India. It is stated that the Respondent Company is involved in the business of manufacturing products used in hospitals and laboratories to test blood, urine and other human, animal and plant products and to carry on business of hi-tech tissue culture, genetic engineering, hybridization, cloning, polymerase chain reaction and other molecular biology techniques for medical diagnostic and therapeutics using biotechnology leads. It is MSME enterprise and eligible under the "Small Business Innovative Research Scheme (SBIRI)" issued by the Department of Biotechnology, Government of India. The loan was sanctioned to develop and



promote indigenous talents and research and development infrastructure competitive to the global talents industry participation particularly through MSME enterprise under public and private partnership model (“the Project”)

15. It is stated that based on the technical competent of the Respondent, the loan was granted. The Respondent also invested 35% of the total project cost along with government funding. It is stated that the funding provided by the Department of Biotechnology to the company was a grant. It is stated that the loan amounts were released in half yearly instalments to the management agency of the department after assessing the progress of milestones achieved in the project.

16. It is stated that owing to unexpected outcomes of the project, Respondent faced severe financial strain and could not service the loan within the timeframe. However, it remitted Rs.60.0 Lakhs on 18.03.2010 and Rs.10.0 Lakhs on 28.12.2017. In 2013, it had represented to the Department of Biotechnology and explained the market adversity faced by the Respondent and to reschedule the loan repayment timeframes. It on 20.03.2021, sent a letter explaining the plight faced by it owing to stalling of the projects and the losses upto the year 2021, the technology developed by the Respondent could not be put into commercial process. It is stated that in India, more than one



lakh people die due to snake bites, due to non-availability of anti-venom. The Respondent was granted funds to develop an alternative technology to manufacture anti-snake venoms without harming the animals. The Respondent employed around 85% for the research and development activities. As the projects have a very long gestation period, the Respondent could generate positive cash flow only during the last few financial years and reduced its negative net worth from Rs.13.43 Crores to 5.2 Crores. On 25.01.2022, it proposed a new repayment plan schedule starting from February 2022 and followed up with the Petitioner but the Petitioner did not provide any official confirmation of the same. **It is stated that company is willing to settle the loan and is in process of sending a loan repayment plan to the Petitioner.** It is stated that the Department of Biotechnology has signed an agreement with the Respondent agreeing to resolve the dispute through arbitration but the Petitioner initiated this petition. It is stated that the Respondent is a solvent company and continuing the research and development initiative for the benefit of public at large. It is also willing to settle the dues.



17. It is stated that it has been held time and again that the Tribunal under the IBC is not a debt recovery forum. It deals with the insolvency and bankruptcy. The object of IBC is not to penalise the solvent companies for non-payment of dues.

18. **The Petitioner filed the rejoinder** wherein it denied the averments made in the reply. It is stated that as per Clause 8(ii) of the agreement dated 26.12.2006 repayment of loan shall commence after six months of the scheduled completion of project. The project was completed in June 2009. Accordingly, the repayment should start from 26.12.2009. It is stated that the Respondent committed the default in the repayment of loan.

It is further stated that as per Clause 8(ii) of the agreement dated 31.01.2007 repayment of loan shall commence after six months of the scheduled completion of project. The project was completed in December 2009. Accordingly, the repayment should start from 01.07.2010. It is stated that the Respondent is in default since its inception i.e. 01.07.2010.

19. It is stated that project loan was released to the Respondent. The outstanding amount is purely a loan transaction as stated in the agreements and release orders and thus separate from the grant disbursed to the Respondent by the Government. It is stated that the Respondent does not



have any intention to repay the loan and only released a meagre amount that too after seven years. It is stated that the Respondent is in habit of submitting reschedule payments which it failed to comply. It managed to drag for two decades. It is stated that the CIRP is independent of the arbitration proceedings. It is stated that it is a case of misuse of public funds.

20. We have heard Ld. Counsels for the parties and perused the record.

21. It is not in dispute that the Petitioner is a non-profit public sector enterprises which was set up by the Department of Biotechnology to provide financial assistance to the companies in the research work. The Corporate Debtor is also engaged in the business of producing monoclonal blood grouping and other seras through hybridoma technique; to make products used in the hospitals and laboratories, to test blood, urine and other human, animal and plant products; to carry on business of hi-tech tissue culture, genetic engineering, hybridisation, cloning, polymerase chain reaction and other molecular biology techniques for medical diagnostic and therapeutic use and in agro revolution through biotec route.

22. In the present case, the Corporate Debtor availed the credit facilities for two projects i.e. Project SBIRI59 & SBIRI60 for Rs.676.65 Lakhs and Rs.65.0 Lakhs respectively vide sanction dated 27.12.2006 and 31.01.2007. The loan



was sanctioned by the predecessor of the Petitioner. After incorporation of the Petitioner, the entire scheme was transferred to the Petitioner vide order dated 25.09.2012 and 09.05.2014. The loan was repayable in instalments carrying simple interest @ 1-2% per annum. It was stipulated in the agreements that any delay in repayment of loan or interest would entail interest @ 12% per annum on the defaulted amount for the period of delay. In the present case, the Respondent/Corporate Debtor defaulted in payment of the outstanding loan inclusive of interest which made the Petitioner recall the loan vide notice dated 01.06.2018 followed by legal notice dated 05.02.2020 and reminder mail dated 28.12.2020. The Petitioner has placed the NeSL Certificate / record of default in Form-D recording the default amount as Rs.14,01,04,432.26 and date of default as 26.12.2009 and Rs.1,29,37,243.84 with date of default as 01.07.2010 in respect of both the loans. The authentication was completed on 09.02.2024. This petition has been filed on 28.03.2024. The Petitioner has placed the copy of Annual Returns filed by the Corporate Debtor showing the debt of the Petitioner in the Balance Sheets as Annexure-21, repayment schedule proposed by the Respondent for the projects as Annexure-22 and statement of accounts as Annexure-23.



It has been ruled by the Hon'ble NCLAT in *Vipul Himlatal Shah vs. Teco Industries in Company Appeal (AT) (Insolvency) No. 470 of 2022 [(2022) ibclaw.in 379 NCLAT]*, that the report of information utility (NeSL) is sufficient evidence to arrive at the conclusion qua the amount of debt and default. Para 16 of the order reads as under:

*“16. In the light of the detailed discussion as above, it is clear that in case the record of Information Utility shows that there is a debt which is in default, the Adjudicating Authority or the Appellate Authority are not required to further examine the record maintained by the Information Utility, moreso when the record of the Information Utility is deemed authenticated and no dispute or refutation of said record has been done by the corporate debtor earlier. We also note that in the judgment of *Rushabh Civil Contractors Pvt. Ltd. vs. Centrio Lifespaces Ltd. (supra)*, which has been cited by the Learned Counsel for Appellant, the record that formed the basis for financial debt and default was CP(IB)/99/CHE/2024 *Canara Bank- Vs- ARS Energy Private Limited* 57 of 65 found to be forged and fabricated, which is not the case in the present appeal. Therefore, this judgment does not come to the rescue of the Appellant.”*

23. It is true that the Corporate Debtor is R&D driven company and it developed monoclonal antibodies-based technology etc. as stated in the reply but it is also bound by the terms of the loan agreements as to the repayment of loan. The Corporate Debtor / Respondent being MSME cannot be exempted



from repayment of loans. It is not the case that it was a grant made by the Government. The funding was in the form of loan which the Corporate Debtor was liable to repay.

24. As regards limitation, the Petitioner has explained the limitation by filing a memo vide S.R. No. 5189 dated 23.10.2024 attaching various letters Exhibit-A to Q sent by the Corporate Debtor during the period from 2010 to 2024. The payments/acknowledgments/repayment schedules were submitted within three years from the date the debts became due and as such it is entitled to benefit of Section 18 of the Limitation Act. The last repayment proposal was submitted on 12.04.2024. After disbursement, the Respondent had made the payment of Rs.60.0 Lakhs for Project No.1 on 18.03.2010. The Respondent acknowledged the debt in the Balance Sheets for the financial years 2011-2012 to 2014-2015. It also acknowledged the debt on 31.03.2016, 18.03.2017, 02.09.2017, 12.12.2017, 06.07.2018, 20.03.2021, 17.07.2022 and also submitted repayment schedule seeking for amicable settlement. It also acknowledged a debt on 12.04.2024 and submitted the repayment proposal Exhibit-2. Considering the above, the petition is within limitation.



The Hon'ble Supreme Court in the case of *Dena Bank (now Bank of Baroda) vs. C. Shivakumar Reddy and Anr;* (2021) 100 SCC 330 while dealing with the acknowledgment of debt under Section 18 of the Limitation Act, 1963 in respect of the dues appearing in the Balance Sheet, has held in para 118, 124, 125 and 139 as follows:

118. It is well settled that entries in books of accounts and/or balance sheets of a Corporate Debtor would amount to an acknowledgment under Section 18 of the Limitation Act. In Asset Reconstruction Company (India) Limited v. Bishal Jaiswall and Anr. (supra) authored by Nariman, J. this Court quoted with CP(IB)/99/CHE/2024 Canara Bank- Vs- ARS Energy Private Limited 59 of 65 approval the judgments, inter alia, of Bengal Silk Mills Co. v. Ismail Golam Hossain Ariff, 18 ["Bengal Silk Mills"] and in Re Pandem Tea Co. 19 Ltd., the judgment of the Delhi High Court in South Asia Industries (P) Ltd. v. General Krishna Shamsher Jung Bahadur Rana 20 and the judgment of Karnataka High Court in Hegde Golay Ltd. v. State Bank of India 21 and held that an acknowledgement of liability that is made in a balance sheet can amount to an acknowledgement of debt. 124. The finding of the NCLAT that there was nothing on record to suggest that the 'Corporate Debtor' acknowledged the debt within three years and agreed to pay debt is not sustainable in law, in view of the Statement of Accounts/Balance sheets/Financial Statements for the years 2016-2017 and 2017-2018 and the offer of One Time Settlement referred to above including in particular, the offer of One Time Settlement made on 3rd March, 2017. 125. Section 18 of the Limitation Act speaks of an



Acknowledgment in writing of liability, signed by the party against whom such property or right is claimed. Even if the writing containing the acknowledgment is undated, evidence might be given of the time when it was signed. The explanation clarifies that an acknowledgment may be sufficient even though it is accompanied by refusal to pay, deliver, perform or permit to enjoy or is coupled with claim to set off, or is addressed to a person other than a person entitled to the property or right. 'Signed' is to be construed to mean signed personally or by an authorised agent.... 139. Section 18 of the Limitation Act cannot also be construed with pedantic rigidity in relation to proceedings under the IBC. This Court sees no reason why an offer of One Time Settlement of a live claim, made within the period of limitation, should not also be construed as an acknowledgment to attract Section 18 of the Limitation Act. In Gaurav CP(IB)/99/CHE/2024 Canara Bank- Vs- ARS Energy Private Limited 60 of 65 Hargovindbhai Dave (supra) cited by Mr. Shivshankar, this Court had no occasion to consider any proposal for one time settlement. Be that as it may, the Balance Sheets and Financial Statements of the Corporate Debtor for 2016-2017, as observed above, constitute acknowledgement of liability which extended the limitation by three years, apart from the fact that a Certificate of Recovery was issued in favour of the Appellant Bank in May 2017. The NCLT rightly admitted the application by its order dated 21st March, 2019.



25. It is pertinent to mention that during the proceedings, the Respondent time and again sought time to settle with the Petitioner. It was submitted on its behalf that it wants some concession including restructuring of loan. On 11.11.2024, it brought a cheque for Rs.1.5 Crores towards part payment of the amount. The Petitioner had placed the proposal before the Board of Directors. Finally, the Council vide letter dated 30.04.2025, responded that the Board of Directors is bound by the directives issued by the Department of Expenditure. The Petitioner does not possess any authority to grant one-time settlement, rescheduling, waivers or write-offs of interest or additional interest. As on 30.04.2025, the outstanding amount against the Corporate Debtor is Rs.17,21,63,911.10. Thereafter, on 08.12.2025, it was submitted on behalf of the Petitioner that the Corporate Debtor has released Rs.1.0 Crores. It is in the process of finalising the sale and has submitted a repayment plan vide letter dated 05.12.2025 and 08.12.2025 but despite that, the loan was not repaid.

26. In the present, the debt is more than 1.0 Crore i.e. above the threshold as provided under Section 4 of IBC, 2016. There is an acknowledgment of debt. The petition is within limitation.



27. As regards the contention that this Tribunal is not a debt recovery forum and the Corporate Debtor is a solvent company, the record shows that there was a default in repayment of loan by the Corporate Debtor. While admitting the petition under Section 7 of IBC, the Tribunal has to see the debt and default.

The Hon'ble Supreme Court in the case of *Innoventive Industries Limited - Vs- ICICI Bank & Anr., (2018) 1 SCC 407* has held that Tribunal is required to see whether there is a 'debt' which is due and payable under the law and whether the default is more than Rupees One Lakh (now Rupees One Crore). The moment the default amount exceeds rupees one crore, this Tribunal is required to initiate a Corporate Insolvency Resolution Process as against the Corporate Debtor.

The Hon'ble Supreme Court in the case of *M. Suresh Kumar Reddy vs Canara Bank 2023 8 SCC 387* in para 11 has held as follows:

11. Thus, once NCLT is satisfied that the default has occurred, there is hardly a discretion left with NCLT to refuse admission of the application under Section 7. "Default" is defined under sub-section (12) of Section 3 IBC which reads thus: "3. Definitions. In this Code, unless the context otherwise requires- (12) "default" means non-payment 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;" Thus, even the non-payment of a part of debt when it becomes due and payable will amount to default on the part of a



corporate debtor. In such a case, an order of admission under Section 7 IBC must follow. If NCLT finds that there is a debt, but it has not due and payable, the application under Section 7 can be rejected. Otherwise, there is no ground available to reject the application.

28. In the light of the foregoing discussions, we admit the petition and initiate CIRP against the Corporate Debtor, Mediclone Biotech Private Limited.

29. The Financial Creditor has proposed Mrs. Ramela Rangasamy having Registration No. IBBI/IPI-002/IP-N00506/2017-18/11700 as the Interim Resolution Professional. She has also filed her consent in Form-2. Upon verification from the IBBI website, it is seen that the Authorization for Assignment is granted to the IRP till 31.12.2026. We therefore appoint **Mrs. Ramela Rangasamy having Registration No. IBBI/IPI-002/IP-N00506/2017-18/11700** as the Interim Resolution Professional (IRP). The proposed IRP who is appointed shall take forward the process of Corporate Insolvency Resolution of the Corporate Debtor. The IRP appointed shall take in this regard such other and further steps as are required under the Statute, more specifically in terms of Section 15,17,18 of the Code and file her report within 20 days before this Bench. The powers of the Board of Directors of the



Corporate Debtor shall stand superseded as a consequence of the initiation of the CIRP in relation to the Corporate Debtor in terms of the provisions of IBC, 2016.

30. The Financial Creditor is directed to pay a sum of **Rs. 3,00,000/- (Rupees Three Lakhs Only)** to the Interim Resolution Professional to meet out the expenses and to perform the functions assigned to him in accordance to Regulation 6 of Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016.

31. As a consequence of the petition being **admitted** in terms of Section 7 of the Code, the moratorium as envisaged under the provisions of Section 14(1) and as extracted hereunder shall follow in relation to the Corporate Debtor:

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



- d. The recovery of any property by an owner or lessor where such property is occupied by or in the possession of the respondent.

Explanation.-For the purposes of this sub-section, it is hereby clarified that notwithstanding anything contained in any other law for the time being in force, a licence, permit, registration, quota, concession, clearance 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, shall not be suspended or terminated 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 or a similar grant or right during moratorium period;

32. However, during the pendency of the moratorium period in terms of Section 14(2) (2A) and 14(3) as extracted hereunder:

(2) The supply of essential goods or services to the Corporate Debtor as may be specified shall not be terminated or suspended or interrupted during moratorium period.

(2A) Where the interim resolution professional or resolution professional, as the case may be, considers the supply of goods or services critical to protect and preserve the value of the Corporate Debtor and manage the operations of such Corporate Debtor as a going concern, then the supply of such goods or services shall not be terminated, suspended or interrupted during the period of moratorium, except where such Corporate Debtor has not paid dues arising from such supply during the moratorium period or in such circumstances as may be specified.

(3) The provisions of sub-section (1) shall not apply to



(a) such transactions, agreements or other arrangement as may be notified by the Central Government in consultation with any financial sector regulator or any other authority;

(b) a surety in a contract of guarantee to a corporate debtor.

33. The duration of the period of moratorium shall be as provided in Section 14(4) of the Code and for ready reference reproduced as follows:

(4) The order of moratorium shall have effect from the date of such order till the completion of the Corporate Insolvency Resolution Process:

Provided that where at any time during the Corporate Insolvency Resolution Process period, if the Adjudicating Authority approves the Resolution Plan under sub-Section (1) of Section 31 or passes an order for liquidation of Corporate Debtor under Section 33, the moratorium shall cease to have effect from the date of such approval or Liquidation Order, as the case may be.

34. Based on the above terms, the petition CP(IB)/93(CHE)2024 stands **admitted** in terms of Section 7(5) of IBC, 2016 and the moratorium shall come in to effect as of this date. A copy of the Order shall be communicated to the Financial Creditor as well as to the Corporate Debtor above named by the Registry. In addition, a copy of the Order shall also be forwarded to IBBI for its records. Further, the Interim Resolution Professional above named who is figuring in the list of Resolution Professionals forwarded by IBBI be also



furnished with copy of this Order forthwith by the Registry, who will also communicate the initiation of the CIRP in relation to the Corporate Debtor to the Registrar of Companies concerned.

Sd/-
VENKATARAMAN SUBRAMANIAM
MEMBER (TECHNICAL)

Sd/-
SANJIV JAIN
MEMBER (JUDICIAL)

Suguna