

**IN THE NATIONAL COMPANY LAW TRIBUNAL
SPECIAL BENCH-II, CHENNAI**

CP(IB)/ 50/ 2025

(filed under Section 9 of the Insolvency and Bankruptcy code, 2016 and Rule 6 of Insolvency and Bankruptcy (application to adjudicating authority Rules,2016)

In the Matter of *Jaisuba Agro Products Pvt Ltd*

NARPAVI TRADERS,

Represented by its proprietor Manogar Ganesh

Having its Registered Office at:

142-A, Ground floor, Muthiaia Mudaliar Street,

Multhiyalpet, Pudducherry – 605 003.

...Operational Creditor/Petitioner

Versus

JAISUBA AGRO PRODUCTS PRIVATE LIMITED,

D.No.3/4,5 Dindigul Road, Salai Pudur ,

Oddanchatram- 624 619.

Dindigul, Tamilnadu.

... Corporate Debtor/Respondent

Order Pronounced on 24th July 2025

CORAM

SHRI SANJIV JAIN, MEMBER (JUDICIAL)

SHRI RAVICHANDRAN RAMASAMY, MEMBER (TECHNICAL)

Present:

For Petitioner : Mr.Vignesh hariharan, Mr.P.V.Balasubramaniam, Advocate

For Respondent :Mr.Arun Kumar, Mr.Abdus Salam Advocates

ORDER

(Hearing conducted through Hybrid Mode)

1. This application has been filed under Section 9 of the Insolvency and Bankruptcy code, 2016 by Narpavi Traders (hereinafter referred to as 'Operational Creditor') seeking to initiate Corporate Insolvency Resolution Process against

Jaisuba Agro Products Private Limited (hereinafter referred to as 'Corporate Debtor').

2. In Part-I of the application, it is averred that the Operational Creditor is a Company having GSTIN as 34APOPG4067L3ZH and its registered office at 142-A, Ground Floor, Muthiaia Mudaliar Street, Muthiyalpet, Pudducherry 605 003.

3. In Part-II of the application, it is stated that the Corporate Debtor is a Company registered under companies Act, 2013 having CIN as U15400TZ2020PTC034151 and its registered office at D.NO.3/4,5, Dindigul Road, Salai Pudur, Oddanchatram Dindigul, Tamilnadu,- 624 619.

4. In Part-III of the application, the Operational Creditor has not proposed any Insolvency Professional to act as a Resolution Professional.

5. In Part-IV of the Petition, it is stated that the total outstanding Debt as Rs.9,50,03,340/-. The date of default is 20.12.2023.

6. Part-V of the application, describes the particulars of the Operational debtor, documents, records and evidence of the default as below:

- a) Copy of Invoices with e-way bills dated from 20.12.2023 to 29.01.2024.
- b) Demand Notice under Form 3 of IBC (Application to Adjudicating Authorities) Rules 2016 dated 31.08.2024.
- c) Copy of the ledger of the Corporate Debtor in the books of the Operational Creditor.

- d) Copy of computation showing the details of the outstanding amount and date of default.

Petitioner Submissions

7. It is stated that, the operational creditor was primarily engaged in the business of supplying milk cream, butter, skimmed milk and milk powder. It is further submitted that the corporate debtor, was engaged in the business of buying and selling agricultural produce and dairy products.

8. It is submitted that the operational creditor had supplied the milk cream products to corporate debtor from 20.12.2023 to 29.01.2024. In pursuant to the supplies, the operational creditor raised invoices upon the corporate debtor.

9. It is submitted that the corporate debtor failed to make the payment for the outstanding dues against the invoices from 20.12.2023 to 29.01.2024 for the sum of Rs.9,50,03,340/-. The relevant portion is as follows:

INVOICE NO	DATE	AMOUNT
NI/2023/24/001	20.12.2023	Rs.71,71,500/-
NI/2023/24/002	21.12.2023	Rs.56,97,200/-
NI/2023/24/003	22.12.2023	Rs.72,44,640/-
NI/2023/24/004	26.12.2023	Rs.60,80,000/-
NI/2023/24/005	27.12.2023	Rs.80,00,000/-
NI/2023/24/006	29.12.2023	Rs.81,87,500/-
NI/2023/24/007	02.01.2024	Rs.74,40,000/-
NI/2023/24/008	04.01.2024	Rs.63,80,000/-
NI/2023/24/009	08.01.2024	Rs.85,12,500/-
NI/2023/24/010	19.01.2024	Rs.87,50,000/-
NI/2023/24/011	23.01.2024	Rs.89,00,000/-
NI/2023/24/012	25.01.2024	Rs.62,20,000/-
NI/2023/24/013	29.01.2024	Rs.64,20,000/-
Total		Rs.9,50,03,340/-

10. It is submitted that, the operational creditor made multiple attempts to receive the outstanding dues from the corporate debtor.

11. It is submitted that as no money was forthcoming to operational creditor, the operational creditor issued a Demand Notice on 31.08.2024 as per Section 8(1) in Form 3 of the Insolvency and Bankruptcy Code, 2016 (hereinafter 'IBC') demanding to pay the acknowledged liability of Rs.9,50,03,340/-.

12. It is stated that the corporate debtor received the demand notice dated 31.08.2024 on 04.09.2024, well before the expiry of 10 days from the date of demand notice.

13. It is submitted that the corporate debtor sent a reply notice dated 24.09.2024, wherein the corporate debtor has admitted the outstanding debt payable to the operational creditor.

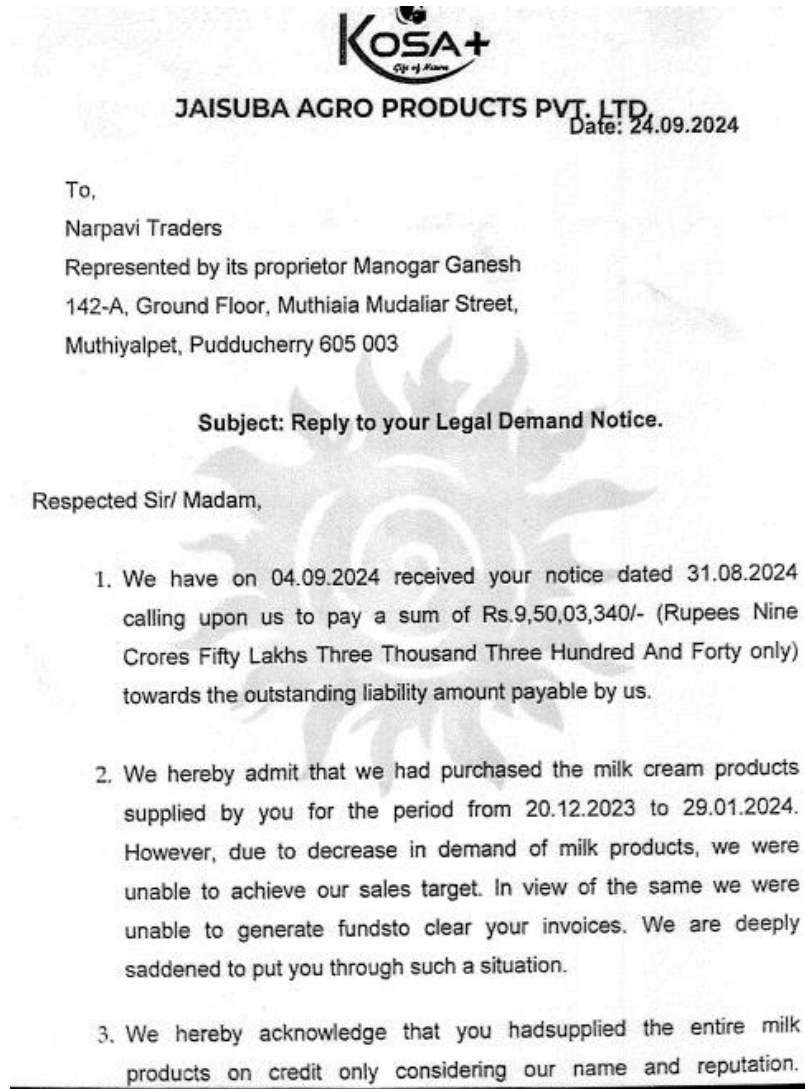
14. In view of the above facts and circumstances, the applicant has sought for allowing the application for admission of the Corporate Debtor into CIRP.

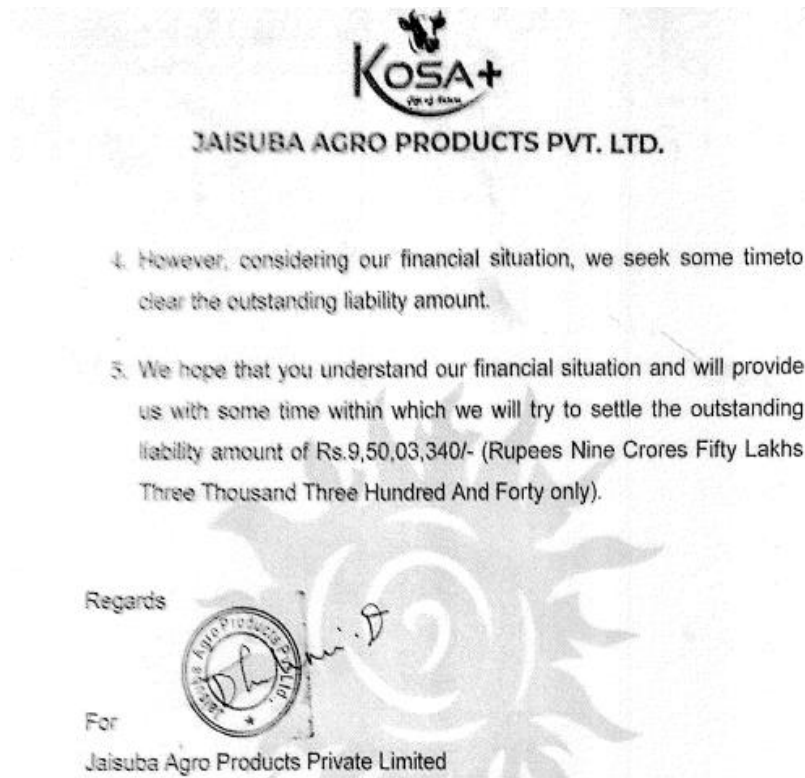
Respondent Submissions

15. It is submitted that the corporate debtor was engaged in the business of buying and selling agricultural produce and dairy products.

16. It is submitted that the corporate debtor had placed orders for purchase of milk cream products to operational creditors, and in pursuant to the order the operational creditor had supplied the goods to the corporate debtor and the operational creditor had raised the invoices upon the corporate debtor.

17. It is submitted that the invoices were raised for the period from 20.12.2023 to 29.01.2024 for the sum of Rs.9,50,03,340/-. The corporate debtor vide reply notice dated 24.09.2024 has acknowledged the debt which is due and payable. The detailed extract is as follows:





18. It is submitted that the Mr. Amguraj Ramalingam, managing director of the corporate debtor had filed an undertaking affidavit vide SR No:0700 on 26.03.2025 whereby the liability of the corporate debtor was admitted.

19. It is further submitted that, the corporate debtor has no dispute or any objection or any demur with regard to the invoices raised by the operational creditor for the goods supplied.

Findings of this Tribunal

20. Heard the counsels appearing for the parties and perused the documents on record.

21. The present application has been filed under section 9 of Insolvency and Bankruptcy Code, 2016 for seeking initiation of Corporate Insolvency Resolution Process against corporate debtor namely, Jaisuba Agro Products Private Limited.

22. Before delving into merits of the case, we have to look into, whether the debt is within the limitation period. The date of default is defined under Section 3(12) of IBC,2016 as follows:

“section 3(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;”

23. With regard to the period of limitation, the Hon’ble Supreme court in ***B.K. Educational Services Private Limited v Parag Gupta and Associates (2019)*** has held that Articles 137 and 5 of the Limitation Act, 1963 apply to applications filed under Sections 7 and 9 of IBC., the position is that the period of limitation is three years from the ***right to apply accrues.....”***.

24. Based on the above judgement, it is clear that the limitation starts from the date “right to apply accrues”. On perusal of the records, we find that the Date of default mentioned in Form 5 is 20.12.2023 and the amount of default claimed by the operational creditor is Rs.9,50,03,340/-, which became due to the corporate debtor for non-payment of invoices raised by the operational creditor.

25. On perusal of records, this Tribunal finds that there is no pre-existing dispute between the parties and it is an admitted fact that the corporate debtor has defaulted in making the payment to the operational creditor.

26. Upon perusing the invoices filed by the operational creditor, we find that the transaction existed between the operational creditor and the corporate debtor was for supply of goods which is in the nature of operational debt within the meaning of IBC.

27. We also find that the amount claimed by the operational creditor is Rs.9,50,03,340/-, which is above the threshold of Rupees 1.0 Crore as specified under section 4 of IBC, 2016 and hence this present application is maintainable.

28. The list of dates and events is as follows:

S.NO	DATE	EVENTS
1.	20.12.2023 to 29.01.2024	The operational creditor has supplied the goods to the corporate debtor and raised the invoices amounting to Rs.9,50,03,340/-.
2.	20.12.2023	Date of Default.
3.	31.08.2024	Demand notice was sent by the operational Creditor in Form 3
4.	24.09.2024	Reply notice was issued by the corporate debtor, wherein the corporate debtor has admitted his liability for Rs.9,50,03,340/-.

29. Taking into consideration the facts and circumstances of the case, as well as the position of Law, we admit the petition filed by the Operational Creditor, under Section 9(5) of the IBC, 2016.

30. In the present case, the operational creditor has not proposed any IRP name and hence this Tribunal appoints **Mr. KALAISELVAN P** having **Reg No: IBBI/IPA-001/IPP-02939/2025- 2026/14519** , (Email: **kalaiselvanpca@gmail.com**) whose AFA is valid till **30.06.2026** as the “Interim Resolution Professional” (IRP) in respect of the Corporate Debtor, from the list of Insolvency Professionals recommended by IBBI. The IRP appointed shall take in this regard such other and further steps as are required under the Code, more specifically in terms of Section 15, 17,18 of the Code and file the 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.

31. As a consequence of the Petition being admitted in terms of Section 9 (5) of the Code, the moratorium as envisaged under the provisions of Section 14 shall apply in relation to the Corporate Debtor as under:

“1. Subject to provisions of subsections (2) and (3) on the insolvency commencement date the Adjudicating Authority shall by order declare prohibiting all of the following namely:

- 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;

- (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."*

(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."

28. The Operational Creditor is directed to pay a sum of **Rs.2,00,000/- (Rupees Two Lakhs only)** to the Interim Resolution Professional to meet out the expenses 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.

29. Based on the above terms, the Petition stands **Admitted** in terms of Section 9(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 Operational 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 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.

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RAVICHANDRAN RAMASAMY
MEMBER (TECHNICAL)

-SD-

SANJIV JAIN
MEMBER (JUDICIAL)