



**THE NATIONAL COMPANY LAW TRIBUNAL
“CHANDIGARH BENCH, CHANDIGARH”
(Exercising powers of Adjudicating Authority under
the Insolvency and Bankruptcy Code, 2016)**

CP (IB) No. 242/Chd/Pb/2019

**Under Section 9 of Insolvency and
Bankruptcy Code, 2016.**

In the matter of:

Fouress Agro Exports
having its registered office at
20, Ekambareswarar Agraharam
Kalapurna Chambers, Chennai

...Petitioner-Operational Creditor

Vs.

Devi Power Pvt Ltd.
having its registered office at
181, Industria Area A, Ludhiana, Punjab
CIN No. U31909PB1999PTC022393

...Respondent-Corporate Debtor

Judgement delivered on: 04.12.2023.

**Coram: Hon'ble Mr. Harnam Singh Thakur, Member (Judicial)
Hon'ble Mr. Subrata Kumar Dash, Member (Technical)**

For the Petitioner-
Operational Creditor : Mr. Mast Ram Chechi, PCS, with
Mr. Rakesh Kumar, Advocate.

For the Respondent-
Corporate Debtor : Mr. Nahush Jain, Advocate



Per: Harnam Singh Thakur, Member (Judicial)

Hon'ble Mr. Subrata Kumar Dash, Member (Technical)

JUDGMENT

The present petition is filed, under Section 9 of the Insolvency and Bankruptcy Code, 2016 (for brevity 'IBC' / 'Code'), by **Fouress Agro Exports through its partner, Mr. Jitendra Kumar**, (for brevity 'Operational Creditor' / 'Petitioner'), with a prayer to initiate Corporate Insolvency Resolution Process (CIRP) in the case of **Devi Power Pvt. Ltd.** (for brevity 'Corporate Debtor' / 'Respondent').

2. The Corporate Debtor, namely, Devi Power Pvt. Ltd., is a Company incorporated on 26.03.1999 under the provisions of the Companies Act, 1956 with CIN No. U31909PB1999PTC022393 with its registered office at 181, Industria Area A, Ludhiana, Punjab. Hence, the territorial jurisdiction lies with this Adjudicating Authority. Copy of master data of corporate debtor is attached with the main petition and marked as Annexure A-7.

3. The facts of the case, briefly, as stated in the petition are that on demand and request of the operational creditor, the corporate debtor was to supply different items to the operational creditor on a regular basis. The operational creditor purchased Switch-6A-1W, SWITCH-6A IND, SOCKET-25-A 2M etc. as per the requirements and demand, against which invoice was also raised. Reference number of the aforementioned invoice is DPPL/FAE/187-1/R-0. The operational creditor under the above-mentioned invoice raised by the Corporate Debtor paid Rs. 30.00,000/- (Rupees Thirty Lacs Only) but did not receive the goods against the same till date from the



Corporate Debtor. It is submitted by the petitioner that the Ledger Account maintained by the Operational Creditor of the Corporate Debtor also shows the debit balance of Rs. 30,00,000/- (Rupees Thirty Lacs Only) as on 31.03.2017 for the financial year ending 31.03.2017. A demand notice dated 05.01.2019 was sent to the Corporate Debtor and the same was delivered on 12.01.2019 as per attached tracking report. No reply to the demand notice was sent by Corporate Debtor. The Operational Creditor/Applicant on the lapse of 10 days from the date of said demand notice was entitled to initiate a corporate insolvency resolution process in respect of the Corporate Debtor. There has neither been repayment of the unpaid operational debt nor delivery of goods till date. There is no dispute of unpaid Operational Debt pending between the Operational Creditor/Applicant and Corporate Debtor before the issue of demand notice as per the Insolvency and Bankruptcy Code, 2016 in any court of law or authorities as on day.

4. It is submitted by the petitioner that in Form 5, Part IV the amount claimed to be in default is Rs. 43,17,698/- (Rupees Fourteen Three lakh Seventeen Thousand Six Hundred and Ninety Eight Only) along with 24% rate of interest. The default occurred on 08.03.2018 i.e. when the last invoice was raised upon the corporate debtor. Copy of invoices and Ledger Account raised/maintained by the Operational Creditor (Annexure A-3 and A-2) are attached with the main petition.

5. A demand notice in Form 3 and 4 is stated to be issued by the operational creditor on 05.01.2019 and the same has been delivered to the corporate debtor as the postal receipt is annexed as Annexure A-5 but the



corporate debtor had neither replied to the demand notice till date nor any objection was received by the operational creditor against the said notice.

6. Notice of this petition has been issued to the corporate debtor to show cause as to why this petition be not admitted. The Affidavit of Service was filed as Annexure-A. Several opportunities for filing the reply were granted and finally, the right to file the reply was forfeited vide order dated 15.07.2022. Then IA No 1524/2022 was filed for recalling the order dated 15.07.2022 in which it was stated that the reply to the main petition is already filed with IA 1524/2022 as Annexure A4. So the same was allowed & the registry was directed to take out the reply from the IA 1524/2022 and place the same in the main petition vide order dated 12.12.2022. In the reply, the respondent/Corporate Debtor thoroughly refuted the allegations set forth by the applicant as these allegations are purportedly ill-founded without any factual or legal basis the application filed by the purported Operational Creditor is shown to have been filed as a Partnership Firm, whereas, the same is absolutely false, frivolous and misleading.

As per the reply at one place Application is filed assuming it to be a partnership, whereas, the whole application under Section 9 IBC has been signed by showing the Applicant FOURESS AGRO EXPORTS as a Proprietor. Further, it states that the applicant has alleged the transfer of Rs 30,00,000 for the procurement of specified items, which, as claimed, were not fulfilled by the Corporate Debtor. This claim of the applicant is patently false, without merit, and purposely misleading as there was no direct contact between the applicant and respondent and Mr. Sandeep was acting as an agent on behalf of the applicant (Mr.Sandeep, who is the proprietor of M/s.



Sagar Marketing). Also submitted that the purported claim by the applicant does not even fall in the category of Operational Debt as defined U/s 5(21) of IBC,2016 nor the Corporate Debtor had received any demand notice, so this petition is not maintainable as per the provisions laid down under the Insolvency and Bankruptcy Code, 2016 It is also submitted that there was no exchange of goods and services between the Petitioner and the Corporate Debtor and the Petitioner's registered address as mentioned in the said petition is different to the address mentioned in the documents relied upon by the petitioners.

7. Rejoinder was filed on 28.04.23 vide Diary No. 01204/1 wherein the petitioner denied the contention taken in the reply that the petitioner is a partnership firm. Hence, submitted that the petitioner is a sole proprietorship firm and the petitioner had inadvertently and typographically stated in the petition that the petitioner is a partnership firm. It is a matter of record that the petitioner is a sole proprietorship firm. In rejoinder the Petitioner denied the contention of respondent that the petition submitted by the petitioner under form 5 is not as prescribed under the IBC,2016. It is also submitted that even if the form 5 is not as per the described manner, then also the corporate debtor cannot abscond from the liability of payback the money received in advance by the Corporate Debtor from the petitioner. Further states that these facts of the case are also supported in favour of the petitioner in the judgment passed by the **Hon'ble Supreme Court and Hon'ble NCLAT** i.e "**Vijaya Bank Vs Shyamal Kumar Lodh [Civil Appeal No. 4211 and 4212 of 2007 dated 06.07.2010]**" wherein it was held that even if we assume that the demand notice with invoices has to be sent in



form 4 only, then also quoting of incorrect section or erroneous label cannot be a ground of dismissal of an petition. Further in ; **“Macquane Bank Limited Vs Shilpi Cable Technologies Ltd.(2017 ibclaw.in 14 SC)**; it was held that it is a well settled that procedure is the handmaid of justice and a procedural provision cannot be stretched and considered as mandatory, when it causes serious general inconvenience. Further the reliance is placed in the matter of **“Tudor India Pvt. Ltd Vs Servotech Power Systems Limited (2021 ibclaw.in 135 NCLT)** wherein it is specifically observed that if invoices are attached with form 3 instead of form 4 and form 5, then what remains is only the incorrect label and quoting of incorrect section or erroneous label cannot be a ground of dismissal of a petition. Even though the Form 5 is not in the prescribed manner then also the corporate debtor cannot abscond from the liability to pay back the advance money received by the Corporate Debtor from the petitioner.

7.1 It is contended on behalf of the petitioner that the money was paid in advance and neither the goods were delivered by the Corporate Debtor nor the money was refunded back to the petitioner. Hence, denied the contention of the reply that the petitioner had already taken recovered payments from the other business entities in Chennai and had made payment if any to the Corporate Debtor on their behalf. It was submitted that if the Corporate Debtor is ready to reconcile the dispute between them by paying the amount payable to the Petitioner by the Corporate Debtor, then without prejudice the Petitioner is ready and willing to reconcile the dispute with the Corporate Debtor. Also submitted that the Corporate Debtor is himself stating that the Corporate Debtor had received an amount of INR



30,00,000/- (Rupees Thirty Lacs Only) for delivering the items to the business entities in which there is no mention of the petitioner. Lastly submitted that the petitioner is not a stranger and the modus operandi of the business between the petitioner and Corporate Debtor clearly shows that the petitioner is not a stranger and there exists a dispute between the parties.

7.2 Petitioner also attached the copy of the order dated 10.03.23 passed by this Hon'ble tribunal as Annexure R-1 and a copy of proforma invoice No. DPPL/FAE/187-1/R-0 dated 08.02.2017 as Annexure R-2.

8. The short written submissions have been filed by the petitioner vide Diary No.01204/2 dated 02.08.2023 and by the respondent/corporate debtor vide diary No.01204/3 dated 25.08.2023. Wherein the facts of the application have been reiterated respectively.

9. It is contended by learned counsel for petitioner that respondent Corporate Debtor has neither supplied the goods nor refunded back the money which was given in advance to him. Respondent Corporate Debtor has raised only technical objections which are not maintainable learned counsel has made reliance upon the matters of ***Mobilox Innovations Private Limited Vs. Kirusa Software Private Limited, 2018 1 SCC 353*** on the admission of debt. ***Construction Consortium Ltd Vs.. Hitro Energy Solutions Pvt Ltd, 2022 SCC Online SC 142; Chipsan Aviation Pvt Ltd Vs. Punj Lloyd Aviation Ltd, CA (AT) (INS) 261 of 2022*** indicating advance payment for goods and services is an operational debt. Hence, it is contended by Ld. counsel for petitioner that petition cannot be dismissed on the technical defects. On the other hand learned counsel for respondent contended that the present petition is not maintainable and the application in



Form no: 5 is not as per present application 05.04.19 whereas the amended form was introduced by notification No. GSR 222/ (E) dated 14.03.2019 w.e.f from 14.03.2019. Moreover the applicant is shown to be a part of a partnership firm whereas it is a proprietorship firm . No details of partnership has been given. The purported demand notice was not received by the respondent Corporate Debtor and the same was issued without proper authorisation. Thus it is defective.

9.1 It is further contended by the respondent Corporate Debtor that no specific date of default is disclosed. At one place the date from which debt falls due is from to be 08.03.18 at the same time due date is said to be 08.03.17. Moreover there was no direct contact between the applicant and respondent and one Mr. Sandeep was acting as an agent on behalf of the applicant. (Mr. Sandeep, who is the proprietor of M/s Sagar Marketing). It is alleged that applicant in mala fide manner did not disclose the fact that the Corporate Debtor was approached by Mr. Sandeep who requested to supply the material to ACE SWITCHGEARS, MODERN ELECTRICALS, S.B ENTERPRISES, SAGAR MARKETING & SAGAR DISTRIBUTORS. In support of his argument, learned counsel for respondent has placed reliance on the judgement of ***Mobilox Innovations Private Limited Vs. Kirusa Software Private Limited Pvt. Ltd, 2018*** wherein Hon'ble Supreme Court laid conditions for examining the applicability of section 9 petition and if any of the condition is lacking, the application would have to be rejected. In the instant case, the claim of the applicant is not based on an operational debt which is one of the conditions as mentioned above and thus, the petition is liable to be dismissed. Lastly, it is contended by the learned counsel for



respondent Corporate Debtor that petition is not maintainable on the ground that there is privity of contract between the applicant and respondent corporate debtor. In support of his argument, learned counsel for respondent has placed reliance on the judgement of NCLT Kochi Bench, ***Kripa Cashew Exports Ltd. vs Royal International Trade and Allied Products Pvt. Ltd*** (para 20) wherein it was held that “there is no privity of contract between the operational creditor and the corporate debtor. A stranger to the contract cannot come before court of law as held in the matter Dunlop Pneumatic and that the applicant operational creditor does not come under the definition of operational creditor as defined under Section 5(20) of IBC, 2016.

10. We have heard the learned counsel for the petitioner as well as the corporate debtor and have perused the records.

11. After hearing both the parties & careful perusal of record we are of the considered view that the first issue for consideration is whether the demand notice in Form 3 dated 12.01.2019 was properly served. The demand notice was served upon respondent-corporate debtor as postal receipt is annexed at A-5 of the petition. Thus the contention of learned counsel for Corporate Debtor that demand notice was not received and was issued unauthorisedly is not tenable.

12. The next issue for consideration is whether the operational debt was disputed by the corporate debtor. It is submitted by the applicant that no notice of existence of dispute had been received by the operational creditor. There had been no repayment of unpaid operational debt in full by the corporate debtor to the operational creditor. It is deposed by way of affidavit



that in terms of Section 9(3)(b) of Insolvency and Bankruptcy Code, 2016 there was no notice given by the corporate debtor to dispute the unpaid operational debt in relation to the demand notice dated 05.01.2019 and the present application. No dispute had been pending in any court of law or Arbitral Tribunal regarding the present claim of debt. Therefore, the operational debt was not disputed by the corporate debtor. Although, it is contended by learned counsel for respondent that petitioner has admitted the existence of dispute in his rejoinder wherein he stated that if the Corporate Debtor is ready to reconcile the dispute between them by paying the amount payable to the petitioner by the Corporate Debtor, then without prejudice the petitioner is ready and willing to reconcile the dispute with the Corporate Debtor. However this contention of learned counsel for respondent is untenable because petitioner in his rejoinder is not referring to a pre-existing dispute but he is simply saying that there is dispute regarding supply of goods through one Sandeep which is referred to by the respondent/ Corporate Debtor in the reply to the petition under section 9 and no reply has been filed to the demand notice the receipt of which is otherwise denied by the Corporate Debtor.

13. The other issue for consideration is whether this application is filed within limitation. A demand notice issued dated 05.01.2019 in Form 3 was duly served on the corporate debtor. Therefore, the period of limitation would begin from the date of default i.e. 08.03.2018 i.e. when the debt fell due. Although, it is contended for respondent Corporate Debtor that there are pleaded two dates of default i.e. (i) 08.03.18 (ii) 08.03.17. Be that as it may the present petition was filed on 05.04.2019 vide Diary No. 1761.



Therefore, taking the time of limitation of 03 years either from the said two dates this Adjudicating Authority finds that this application is filed within limitation.

14. We have gone through the contents of the application filed in the Form 5 and find the same to be complete. Although, it is contended by learned counsel for the respondent that the application is not complete as it is not in the prescribed proforma as per Amendment dated 14.03.2019 vide notification No.GSR 222/(E). Moreover, the petitioner is stated to be partnership firm but the authority letter attached with the application shows that the applicant is a proprietorship firm. Moreover, there is no privity of contact between the petitioner and respondent as per business operandi, the supply of goods was made through one Mr. Sandeep who was the proprietor of Ms. Sagar Marketing and hence to supply material to several other concerns/companies. However, the said contentions of learned counsel for the respondent corporate debtor are not plausible at all because the present petition was filed on 05.04.2019 and signed on 29.03.2019, and notification for an amended form is 14.03.2019 vide notification No.GSR 222/(E). Even if for the sake of arguments, form 5 was not in amended form or prescribed proforma then no prejudice is going to be caused to the respondent corporate debtor and in view of the judgments (supra) "*Vijaya Bank Vs Shyamal Kumar Lodh [Civil Appeal No. 4211 and 4212 of 2007 dated 06.07.2010]*, and "*Macquane Bank Limited Vs Shilpi Cable Technologies Ltd.(2017 ibclaw.in 14 SC)*"; relied upon by learned counsel for the petitioner, the present petition cannot be rejected on this technical ground. Similarly, a perusal of the petition shows that every page of the petition bears the stamp



of the petitioner through proprietor Mr. Jitender Kumar who has been inadvertently mentioned as a partner in the petition. Even the affidavit of Jitender Kumar appended at Page 19 of the petition clearly shows that upon his signature there is the stamp of Proprietor of Fouress Agro Exports. Similarly, at page 21 of the petition, it is clearly mentioned that Mr. Jitender Kumar is the proprietor of the petitioner firm.

Similarly, the last contention of learned counsel for the corporate debtor that there is no privity of contact between the petitioner and respondent corporate debtor is also devoid of legal force because the amount of Rs. 30 Lakhs has been received in advance from the petitioner. Moreover, the stand of the respondent is that the transaction was completed through Mr. Sandeep but there is iota of evidence present on record to show that said Mr. Sandeep was an agent of the petitioner and there is no evidence present on record that the goods were delivered to the petitioner through said Sandeep proprietor of Fouress Agro Exports. Moreso, the respondent corporate debtor has placed no proof of transportation on the record for the supply of the articles/goods to the petitioner through Mr. Sandeep. The authorities (supra), *Mobilox Innovations Private Limited Vs. Kirusa Software Private Limited*, 2018 1 SCC 353 and *Kripa Cashew Exports Ltd. vs Royal International Trade and Allied Products Pvt. Ltd* relied upon learned counsel for the respondent corporate debtor are not applicable to fact and circumstances of the case, therefore distinguishable. As discussed above, there is a total unpaid operational debt (in default) of Rs. 43,17,698/- (Rupees Forty three lakh seventeen thousand six hundred and ninety eight Only) including 24% interest. Accordingly, the petitioner proved the debt and



the default, which is more than Rupees one lakh as at the time of filing of the petition in the year 2019, when the threshold limit was Rs. one lakh.

15. In the present petition, all the aforesaid requirements have been satisfied. It is seen that the petition preferred by the petitioner is complete in all respects. The material on record clearly goes to show that the respondent committed default in payment of the claimed operational debt even after demand made by the petitioner. In view of the satisfaction of the conditions provided for in Section 9(5)(i) of the Code, we admit the petition for initiation of the CIR Process in the case of the Corporate Debtor, Devi Powers Pvt. Ltd. and also direct moratorium to take effect and appoint Interim Resolution Professional as below :-

16. In Part-III of Form No. 5, no Interim Resolution Professional (IRP) has been proposed by the petitioner. The Law Research Associate of this Tribunal has checked the credentials of Mr. Krishan Vrind Jain and there is nothing adverse against him. In view of the above, we appoint Mr. Krishan Vrind Jain, Registration, No. IBBI/IPA-001/IP-P00284/2017-2018/10528, E-mail: jainkv@gmail.com, Mobile No. 9417009490 the Interim Resolution Professional with the following directions:-

- i.) The term of appointment of Mr. Krishan Vrind Jain, shall be in accordance with the provisions of Section 16(5) of the Code; subject to his written consent to be filed within 7 days of this order;
- ii.) In terms of Section 17 of the Code, from the date of this appointment, the powers of the Board of Directors shall stand suspended and the management of the affairs shall vest with the Interim Resolution Professional



and the officers and the managers of the Corporate Debtor shall report to the Interim Resolution Professional, who shall be enjoined to exercise all the powers as are vested with Interim Resolution Professional and strictly perform all the duties as are enjoined on the Interim Resolution Professional under Section 18 and other relevant provisions of the Code, including taking control and custody of the assets over which the Corporate Debtor has ownership rights recorded in the balance sheet of the Corporate Debtor etc. as provided in Section 18 (1) (f) of the Code. The Interim Resolution Professional is directed to prepare a complete list of inventory of assets of the Corporate Debtor;

iii.) The Interim Resolution Professional shall strictly act in accordance with the Code, all the rules framed thereunder by the Board or the Central Government and in accordance with the Code of Conduct governing his profession and as an Insolvency Professional with high standards of ethics and moral;

iv.) The Interim Resolution Professional shall cause a public announcement within three days as contemplated under Regulation 6 of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 of the initiation of the Corporate Insolvency Resolution Process in terms of Section 13 (1) (b) of the Code read with Section 15 calling for the submission of claims against Corporate Debtor;

v.) It is hereby directed that the Corporate Debtor, its Directors, personnel and the persons associated with the management shall extend all cooperation to the Interim Resolution Professional in managing the affairs of



the Corporate Debtor as a going concern and extend all cooperation in accessing books and records as well as assets of the Corporate Debtor;

vi.) The Suspended Board Of Directors is directed to give complete access to the Books of Accounts of the corporate debtor maintained under section 128 of the Companies Act. In case the books are maintained in the electronic mode, the Suspended Board of Directors are to share with the Resolution Professional all the information regarding Maintaining the Backup and regarding Service Provider kept under Rule 3(5) and Rule 3(6) of the Companies Accounts Rules, 2014 respectively as effective from 11.08.2022, especially the name of the service provider, the internet protocol of the Service Provider and its location, and also address of the location of the Books of Accounts maintained in the cloud. In case accounting software for maintaining the books of accounts is used by the corporate debtor, then IRP/RP is to check that the audit trail in the same is not disabled as required under the notification dated 24.03.2021 of the Ministry of Corporate Affairs. The statutory auditor is directed to share with the Resolution Professional the audit documentation and the audit trails, which they are mandated to retain pursuant to SA-230 (Audit Documentation) prescribed by the Auditing and Assurance Standards Board ICAI. The IRP/Resolution Professional is directed to take possession of the Books of Account in physical form or the computer systems storing the electronic records at the earliest. In case of any non-cooperation by the Suspended Board of Directors or the statutory auditors, he may take the help of the police authorities to enforce this order. The concerned police authorities are directed to extend help to the IRP/RP in implementing this order for retrieval of relevant information from the systems



of the corporate debtor, the IRP/RP may take the assistance of Digital Forensic Experts empanelled with this Bench for this purpose. The Suspended Board of Directors is also directed to hand over all user IDs and passwords relating to the corporate debtor, particularly for government portals, for various compliances. The Interim Resolution Professional is also directed to make a specific mention of non-compliance, if any, in this regard in his status report filed before this Adjudicating Authority immediately after a month of the initiation of the CIRP.

vii.) The Resolution Professional is directed to approach the Government Departments, Banks, Corporate Bodies and other entities with request for information/documents available with those authorities/institutions/others pertaining to the corporate debtor which would be relevant in the CIR proceedings. The Government Departments, Banks, Corporate Bodies and other entities are directed to render the necessary information and cooperation to the Resolution Professional to enable him to conduct the CIR Proceedings as per law.

viii.) The Interim Resolution Professional shall after collation of all the claims received against the Corporate Debtor and the determination of the operational position of the Corporate Debtor constitute a Committee of Creditors and shall file a report, certifying constitution of the Committee to this Tribunal on or before the expiry of thirty days from the date of his appointment, and shall convene first meeting of the Committee within seven days of filing the report of constitution of the Committee; and

ix.) The Interim Resolution Professional is directed to send a regular progress report to this Tribunal every fortnight.



17. We declare the moratorium in terms of sub-section (1) of Section 14 of the Code, as under:-

- a) The institution of suits or continuation of pending suits or proceedings against the corporate debtor including execution of any judgment, decree or order in any court of law, tribunal, arbitration panel or other authority;
- b) transferring, encumbering, alienating or disposing of by the corporate debtor any of its assets or any legal right or beneficial interest therein;
- c) any action to foreclose, recover or enforce any security interest created by the corporate debtor in respect of its property including any action under the Securitization and Reconstruction of Operational Assets and Enforcement of Security Interest Act, 2002;
- d) The recovery of any property by an owner or lessor where such property is occupied by or in the possession of the corporate debtor.

18. It is further directed that the supply of essential goods or services to the corporate debtor as may be specified, if any, shall not be terminated or suspended or interrupted during moratorium period. The provisions of Section 14(3) shall however, not apply to such transactions as may be notified by the Central Government in consultation with any operational sector regulator and to a surety in a contract of guarantee to a corporate debtor.



19. The order of moratorium shall have effect from the date of this order till completion of the corporate insolvency resolution process or until this Bench approves the resolution plan under sub-section (1) of Section 31 or passes an order for liquidation of corporate debtor under Section 33 as the case may be.

20. The petitioner is directed to deposit an amount of ₹1,00,000/- (Rupees One lakh Only) with the Interim Resolution Professional to meet the immediate expenses of the CIRP within two weeks. The same shall be fully accountable by Interim Resolution Professional and shall be reimbursed by the Committee of Creditors (COC) to the petitioner to be recovered as the CIRP cost.

21. A copy of this order be communicated to both the parties. The learned counsel for the petitioner shall deliver a copy of this order to the Interim Resolution Professional forthwith. The Registry is also directed to send a copy of this order to the Interim Resolution Professional at his email address forthwith.

22. This petition is accordingly admitted.

sd/-
(Subrata Kumar Dash)
Member (Technical)

sd/-
(Harnam Singh Thakur)
Member (Judicial)

December 04, 2023
JSW