

IN THE NATIONAL COMPANY LAW TRIBUNAL

NEW DELHI BENCH, COURT-III

(IB) -842(ND)/2024

Order under Section 9 of the Insolvency and Bankruptcy Code, 2016 read with Rule 6 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016.

IN THE MATTER OF:

Tokas Filling Station

Having Its Registered Office at:

Village-Gangwani, Gurgaon Road,

Tauru, Mewat, Haryana-122105.

Through Mr. Geeta Nand, Partner

..... Operational Creditor

VERSUS

Venture Supply Chain Private Limited

Having Its Registered Office at:

Kh. No. 831, Mahipalpur,

South West Delhi, Delhi-110037.

..... Corporate Debtor

Order Pronounced On: 30.06.2025

CORAM:

**SHRI BACHU VENKAT BALARAM DAS, HON'BLE MEMBER
(JUDICIAL)**

SHRI DR. SANJEEV RANJAN, HON'BLE MEMBER (TECHNICAL)

APPEARANCES:

For the Applicant : Mr. Mrinal Harsh Wardhan, Mr. Rity Parna Datra,
Mr. Akankrita Sinha, Advs.

For the Respondent : Mr. Vinod Kumar Chaurasia, Adv.

ORDER

PER: DR. SANJEEV RANJAN, MEMBER (TECHNICAL)

(IB) -842(ND)/2024

Date of Order: 30.06.2025






1. This Application has been filed by Tokas Filling Station, the Applicant/Operational Creditor, before this Adjudicating Authority, under Section 9 of the Insolvency and Bankruptcy Code, 2016 (“IBC” or “Code”) r/w Rule 6 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016, (“Adjudicating Authority Rules”), for initiating the Corporate Insolvency Resolution Process (“CIRP”), declaring moratorium and for appointment of Interim Resolution Professional (“IRP”), against Venture Supply Chain Private Limited, the Respondent/Corporate Debtor on the ground that the Corporate Debtor has defaulted/failed to clear the total amount of default of Rs. 1,30,12,447/- excluding an interest of 18% p.a. The date of default in the present matter is 06.10.2024.

2. **Submissions of the Applicant/Operational Creditor:**

- i. It is submitted that the Operational Creditor and Corporate Debtor entered into an Agreement on 01.01.2020, for the purpose of supplying the Brand Motor Fuel (Diesel Fuel) to the Corporate Debtor as the Corporate Debtor required the same for its business of transportation of Goods. Since then, as per the Agreement, the Operational Creditor provides Motor fuel to the Corporate Debtor as per their requirements, and for each transaction held between Operational Creditor and Corporate Debtor, the Operational Creditor raises the Bills on a Fortnightly basis as per the terms of the Agreement. It was agreed that the payment is to be made in IOCL (Indian Oil Corporation Limited) Cards only.
- ii. It is stated that the Corporate Debtor, all of a sudden, since May 2024, for reasons best known to the Corporate Debtor, failed to release payment for supply of services despite several follow ups by the Operational Creditor. The Corporate Debtor has also issued balance confirmation letter from time to time. After several negotiation & follow-ups, the Corporate Debtor agreed to make payment and issued the Cheque, bearing Cheque No. 004868 on 10.10.2024 for an



amount of Rs. 1,12,00,000/-, which was returned by the Bank with the Return memo with remarks "Debit Not Allowed".

- iii.** To demand the legitimate amount due and payable on behalf of the Corporate Debtor, the Operational Creditor on numerous occasions requested the Corporate Debtor to clear the outstanding debts, however, the Corporate Debtor without paying any heed to the request made, failed to clear the outstanding dues.
- iv.** Accordingly, the Operational Debtor was left with no option but to issue a Demand Notice under Section 8 of the Code, which was duly served on the Corporate Debtor on 23.10.2024 as per the Postal Tracking report. The Corporate Debtor, in response to the Demand Notice, sent a reply via mail on 26.10.2024 to the Operational Creditor. The Corporate Debtor stated that they will try to repay the debt, however, no efforts have been made towards the said assurance and the Corporate Debtor did not raise any existence of a pre-existing dispute.
- v.** The account between the parties is a continuous and running account. Accordingly, the Applicant has been issued invoices for outstanding amounts since 2024. The latest invoice, requesting payment from the Corporate Debtor, was issued on 06.10.2024. Consequently, the limitation period will be recalculated from the date of this invoice, ensuring that the present application remains within the period of Limitation.
- vi.** Hence the present application.

3. Submissions of the Respondent/Corporate Debtor:

- i.** The Respondent/Corporate Debtor, has filed its reply affidavit denying the allegations made by the Applicant and submitted that no debt is owed to the Applicant, preventing it from meeting the threshold under Section 4 of the Insolvency and Bankruptcy Code (IBC), 2016, and thereby falling within the definition of a "Corporate Debtor" under the Code. The Respondent further contends that no "default," as specified under Section 3(12) of the Code, exists in

(IB) – 842(ND)/2024
Date of Order: 30.06.2025



relation to any debt owed to the Applicant. Additionally, it argues that no "debt," as defined under Section 3(11), is payable by the Respondent to the Applicant. Consequently, the Applicant cannot be regarded as a "Creditor" under Section 3(10), nor does the Respondent fit the definition of "Corporate Debtor" under Section 3(8) of the Code.

- ii.** It is further submitted that the Applicant has failed to provide any invoices to substantiate the claimed default amount, which is a mandatory requirement under the Code. A proper reconciliation of accounts between the Corporate Debtor and the Operational Creditor is necessary to determine whether any debt is owed by the Corporate Debtor. It is well established that the Insolvency and Bankruptcy Code (IBC) is intended to facilitate the revival of the Corporate Debtor, rather than serve as a tool for debt recovery. In this case, the Applicant has filed the present application primarily for the recovery of outstanding dues.
- iii.** It is further stated that after COVID-19, the business of the Company is undergoing various challenges leading to slowdown in business. Moreover, the account of the company was also frozen by the bank on 2 occasions leading to the closure of business operations during that period. Without prejudice to above, the Corporate Debtor is also in the process of negotiation with the other parties for Operational assistance to meet out the outstanding liability of the Operational Creditor and the Corporate Debtor has no intention to skip the liabilities of the Operational Creditor.
- iv.** It is contended that the Corporate Debtor is not shying away from the Operational debt due but only need some more time as it is running under severe Operational crisis on account of above stated reason. The Respondent also approaching the Operational Creditor to give some more time rather than pushing the Corporate Debtor into the Corporate Insolvency Resolution Process (CIRP).
- v.** In the light of the below mentioned facts and circumstances, the Applicant may be directed to provide some more time to the

Corporate Debtor because pushing the Corporate Debtor to CIRP will not give any advantage to the Operational Creditor.



4. **Analysis and Findings**

i. We have heard the Ld. Counsel for both the parties. We have also perused the records.

ii. On 20.02.2025, this Adjudicating Authority recorded the following:

“IB-842(ND)/2024:-

We have heard the submissions made by the Learned Counsel appearing for the Applicant/Operational Creditor and Mr. Vinod Chaurasia, Learned Counsel appearing for the Respondent/Corporate Debtor.

Arguments concluded. The parties are directed to file an affidavit stating that there is no collusion between the parties in filing the present application.

The parties are also at liberty to file written submissions along with case laws, if any, within one week.

List the matter on 27.03.2025 for compliance.”

iii. In Compliance with the order dated 20.02.2025, the Applicant filed an Affidavit dated 13.03.2025 wherein the Applicant stated that the Operational Creditor has independently initiated the application under Section 9 of the Code, 2016, without any collusion with the Corporate Debtor. Likewise, the Respondent filed an Affidavit dated 27.03.2025, stating that the Respondent is not in collusion with the Operational Creditor.

iv. The present application, filed by the Operational Creditor in Form 5, seeks initiation of the CIRP against the Corporate Debtor based on the outstanding dues specified in Part-IV of the application, amounting to Rs. 1,30,12,447/-, excluding the interest at 18% per annum, with the date of default recorded as 06.10.2024.

The underlying facts leading to the debt and default indicate that the Operational Creditor and the Corporate Debtor entered into an Agreement on 01.01.2020 for the supply of Brand Motor Fuel (Diesel

(IB) – 842(ND)/2024
Date of Order: 30.06.2025

Fuel), which was required by the Corporate Debtor for its transportation of goods business.

- v. In accordance with the terms of the Agreement dated 01.10.2020, the Operational Creditor duly rendered the agreed services and raised fortnightly invoices as detailed below:

Summary Detail of Unpaid Invoices

SL. NO.	Party Name	BILL DATE	ROUTE	BILL NO.	INVOICE VALUE	TDS 194Q	PENDING BILL AMOUNT
1	venture supply chain private limited	15-May-24	Diesel	47	30,86,434.00	3,086.43	5,77,687.67
2	venture supply chain private limited	31-May-24	Diesel	65	31,23,318.00	3,123.32	31,20,194.68
3	venture supply chain private limited	29-May-24	Interest	68	8,32,691.00	83,269.10	7,49,421.90
2	venture supply chain private limited	15-Jun-24	Diesel	82	9,39,762.00	939.76	9,38,822.24
3	venture supply chain private limited	30-Jun-24	Diesel	102	10,84,138.00	1,084.14	10,83,053.86
4	venture supply chain private limited	02-Jul-24	Interest	105	2,50,083.00	25,008.30	2,25,074.70
5	venture supply chain private limited	15-Jul-24	Diesel	0121	21,47,287.00	2,147.29	21,45,139.71
6	venture supply chain private limited	31-Jul-24	Diesel	0142	4,34,270.00	434.27	4,33,835.73
7	venture supply chain private limited	06-Aug-24	Interest	0145	1,27,302.00	12,730.20	1,14,571.80
8	venture supply chain private limited	15-Aug-24	Diesel	0157	19,28,176.00	1,928.18	19,26,247.82
9	venture supply chain private limited	31-Aug-24	Diesel	0177	3,08,687.00	308.69	3,08,378.31
10	venture supply chain private limited	07-Sep-24	Interest	0179	1,29,298.00	12,929.80	1,16,368.20
11	venture supply chain private limited	15-Sep-24	Diesel	0197	10,22,225.00	1,022.23	10,21,202.78
12	venture supply chain private limited	30-Sep-24	Diesel	0215	1,40,512.00	140.51	1,40,371.49
13	venture supply chain private limited	06-Oct-24	Interest	0219	1,24,529.00	12,452.90	1,12,076.10
					<u>1,56,78,712.00</u>	<u>1,60,605.11</u>	<u>1,30,12,447.00</u>

(IB) – 842(ND)/2024
Date of Order: 30.06.2025



- vi.** These invoices were issued in compliance with the contractual obligations outlined in the Agreement, reflecting the supply of Brand Motor Fuel (Diesel Fuel) to the Corporate Debtor. However, no payment was made by the Corporate Debtor, resulting in the issuance of a statutory demand notice dated 25.10.2024 under Section 8 of the Code for Rs. 1,30,12,447.00/-, demanding the payment within 10 days from the date of receipt of the notice.
- vii.** Subsequently, in response to the demand notice dated 25.10.2024, the Corporate Debtor, through its email dated 26.10.2024, admitted its liability with respect to the debt amount. The relevant excerpts of the email dated 26.10.2024 are as follows:
- “Dear Geeta nand ji,
hope all are going well!!!
This week we receive demand notice of Insolvency Bankruptcy code 2016 from your end.
we are in long term business relationship of 5 years. our payment terms with you well in last 4.5 years. due to some operational issues and market dynamic changes our payment terms get disturb in last 6 months. cheque provided to you from our end get bounce but I promise we will close your payment but in consideration of our such a long and strong business relation I request you to kindly hold this insolvency proceeding.
we will clear your payment as earliest.
Regards
Rajesh”*
- viii.** As per Section 9(3)(b) of the Code, the Operational Creditor, through its affidavit dated 04.12.2024, has submitted that it has not received any payment against the outstanding amount from the Corporate Debtor till date and there is no pre-existing dispute in terms of Section 9(3)(b) of Code between the parties.
- ix.** It can be seen that the Corporate Debtor, through its letter dated 20.07.2021, acknowledged its liability, which is stated as follows:



To,

Dated:20.07.2021

TOKAS FILLING STATION
VILL-GANGWANI, GURGAON ROAD TAURU, TAURU, Mewat,
Haryana, 122105
Subject: Balance confirmation 31-March-2021

This is with reference to the reconciliation of accounts with your company, we hereby confirmed that our ledger account balance is showing Credit amount of Rs. 37,27,160/- (Thirty-Seven lakhs Twenty- Seven thousand One hundred sixty Only) as on 31-March-2021.

Thanks & Regards

For VENTURE SUPPLY CHAIN PVT. LTD.

Anand Kumar Singh

Director

Venture Supply Chain Private Limited

A handwritten signature in blue ink, appearing to read "Anand", written over the printed name and title.

- x.** During the course of arguments, Mr. Vinod Chaurasia, Learned Counsel representing the Respondent/Corporate Debtor, conceded the liability of the Corporate Debtor and submitted that it does not intend to evade its obligations concerning the outstanding operational debt. However, he requested additional time for repayment, citing the Corporate Debtor's severe operational crisis due to the reasons previously stated.

Furthermore, the Respondent has approached the Operational Creditor, seeking an extension rather than being subjected to the CIRP.

- xi.** In the present case, there is debt more than the threshold limit of Rs. 1 crore, there is a default in repayment of the said debt and there is no pre-existing dispute with respect to this debt, and also the

(IB) – 842(ND)/2024
Date of Order: 30.06.2025



application is filed within limitation as the date of default being 06.10.2024 and the date of filing of application being on 13.12.2024, which is within three years of the limitation period. Further, all other conditions for admission of application under Section 9(5)(i) of the Code against the Corporate Debtor, have also been found to be fulfilled and the Application is complete in all respect, thus, we find this application as being fit for admission under Section 9(5)(i) of the Code for starting CIRP against the Corporate Debtor.

xii. Therefore, we are of the view that the present application under Section 9 of the IBC, 2016 ought to be admitted.

5. **Order**

In view of the above facts and circumstances and the foregoing discussion, we are satisfied that the present Application fulfills the criteria laid down under Section 9 of the Code. It is accordingly, ordered as follows: -

- a)** The Application bearing **(IB)-842(ND)/2024** filed by the Applicant under Section 9 of the Code r/w Rule 6 of the Adjudicating Authority Rules for initiating CIRP against the Respondent is hereby **admitted**.
- b)** We declare a moratorium in terms of Section 14 of the Code. The necessary consequences of imposing the moratorium flow from the provisions of Section 14(1)(a), (b), (c) & (d) of the Code. Thus, the following prohibitions are imposed:
 - 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 Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002;*

(IB) – 842(ND)/2024
Date of Order: 30.06.2025



iv. *The recovery of any property by an owner or lessor, where such property is occupied by or in the possession of the corporate debtor.*

[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, permit, registration, quota, concession, clearances or a similar grant or right during the moratorium period;]

- c)** It is made clear that the provisions of moratorium shall not apply to transactions which might be notified by the Central Government or the supply of the essential goods or services to the Corporate Debtor as may be specified, are not to be terminated or suspended or interrupted during the moratorium period. In addition, as per the Insolvency and Bankruptcy Code (Amendment) Act, 2018 which has come into force w.e.f. 06.06.2018, the provisions of moratorium shall not apply to the surety in a contract of guarantee to the corporate debtor in terms of Section 14(3)(b) of the Code.
- d)** Section 9(4) of the Code does not mandate the Operational Creditor to propose the name of a Resolution Professional along with the application to act as the Interim Resolution Professional (IRP) for the Corporate Debtor. However, in the present case, the Operational Creditor has proposed the name of Mr. Parminder Singh Bhullar as the IRP. Upon perusal of the records, it is noted that the proposed IRP is a resident of Amritsar—143104, whereas the registered office of the Corporate Debtor is situated in Delhi—110037.

In view of the foregoing, we are of the considered opinion that the discharge of duties by the IRP would impose a financial burden on the Committee of Creditors (CoC). Therefore, in order to optimize



costs and preserve the value of the Corporate Debtor, the IRP should preferably be a resident of Delhi or the National Capital Region (NCR). Therefore, this Adjudicating Authority appoints Mr. Santanu Kumar Samanta as the Interim Resolution Professional of the Corporate Debtor from the available list of the panel of Resolution Professionals as maintained by the IBBI. The registration number of the IRP is IBBI/IPA-001/IP-P-02324/2020-2021/13511, the contact No. of the IRP is +919810031794 and the email id of the IRP is santanukumar@yahoo.com.

The appointed IRP is further directed to submit a valid Authorization for Assignment along with Written Consent in Form-2 and a copy of Registration Certificate within 3 days of the pronouncement of this order.

- e) In pursuance of Section 13(2) of the Code, we direct the IRP, as the case may be to make a public announcement immediately with regard to the admission of this application under Section 9 of the Code. The expression immediately means within three days as clarified by Explanation to Regulation 6(1) of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016.
- f) During the CIRP period, the management of the Corporate Debtor shall vest in the IRP/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 one week from the date of receipt of this order, in default of which coercive steps will follow. There shall be no future opportunity given in this regard.
- g) The IRP is expected to take full charge of the Corporate Debtor's assets, and documents without any delay whatsoever. He is also free to take police assistance and this Adjudicating Authority directs the Police Authorities to render all assistance as may be required by the IRP in this regard.
- h) The Operational Creditor is directed to deposit a sum of Rs. 2,00,000/- (Rupees Two Lakhs only) with the IRP to meet out the

(IB) – 842(ND)/2024

Date of Order: 30.06.2025



expenses to perform the functions entrusted to him. However, this amount shall be subject to adjustment by the Committee of Creditors, based on the accounts maintained by the IRP upon the conclusion of the CIRP.

- i)** The IRP/RP is further directed to submit periodic progress reports to this Adjudicating Authority at the conclusion of each quarter.
- j)** In accordance with the provisions of the Code, the Registry is directed to communicate a copy of the order to the Operational Creditor, the Corporate Debtor, the IRP and the Registrar of Companies, NCT of Delhi and Haryana, by Speed Post and by email, at the earliest but not later than seven days from today. The Registrar of Companies shall update his website by updating the status of the Corporate Debtor and specific mention regarding admission of this application must be notified.
- k)** The Registry is further directed to send a copy of this order to the Insolvency and Bankruptcy Board of India (“IBBI”) for their record.
No order as to costs.

Sd/-

(DR. SANJEEV RANJAN)
MEMBER (TECHNICAL)

Sd/-

(BACHU VENKAT BALARAM DAS)
MEMBER (JUDICIAL)