



**IN THE NATIONAL COMPANY LAW TRIBUNAL, MUMBAI
COURT – IV**

C.P. (IB) No. 569/MB/2024

*[Under Section 7 of the Insolvency and
Bankruptcy Code, 2016]*

IN THE MATTER OF:

CENTRAL BANK OF INDIA

Asset Recovery Branch, SMRO, Standard Building
D.N Road, Fort, Mumbai- 400001.

...Financial Creditor

V/s

N. KUMAR PROJECTS & INFRASTRUCTURE PRIVATE LIMITED

1st Floor, B Poonam Chambers, Byramji Town
Chhindwara Road, Nagpur- 440013.

...Corporate Debtor

Pronounced: 13.02.2026

CORAM:

**ANIL RAJ CHELLAN
HON'BLE MEMBER (TECHNICAL)**

**K.R. SAJI KUMAR
HON'BLE MEMBER (JUDICIAL)**

Appearances : ***Hybrid***
For Financial Creditor : Adv. Amit A. Tungare, a/w Adv.
Prathamesh Nirkhe i/b. Asahi Legal
For Corporate Debtor : Adv. Partha Sarathy Sarkar i/b. Vidhi
Legal



ORDER

[PER: K. R. SAJI KUMAR, MEMBER (JUDICIAL)]

1. BACKGROUND

1.1 This Application is filed under Section 7 of the Insolvency and Bankruptcy Code, 2016 (Code/IBC) by Central Bank of India, the Financial Creditor (FC), for initiation of Corporate Insolvency Resolution Process (CIRP) in respect of N. Kumar Projects & Infrastructure Private Limited, the Corporate Debtor (CD), for the alleged default of Rs.39,93,28,586/- (Thirty-Nine Crore Ninety-Three Lakh Twenty-Eight Thousand Five Hundred and Eighty-Six Rupees) as on 29.01.2024. The FC has claimed the principal amount of Rs.24,05,12,650/- and interest of Rs.14,45,84,081/- and penal interest of Rs.1,42,31,855/- in the Application.

1.2 In Part IV of the Application, the FC has stated the date of default as 23.06.2023. However, in the Additional Affidavit dated 26.04.2025, the FC has clarified that the date of default was wrongly mentioned as 23.06.2023, but the actual default occurred on 01.05.2019.

2. SUBMISSIONS OF FC

2.1 The FC submits that the CD availed financial assistance, under the terms and conditions contained in the agreements, viz., (i) Sanction Letter dated 10.09.2012; (ii) Sanction Letter dated 30.09.2014; (iii) Sanction Letter dated 30.09.2016; (iv) Change of Terms dated 14.10.2024; (v) Sanction Letter dated 30.09.2014; and (vi) Additional Fund Sanction Letter dated 30.09.2016. The financial assistance availed by the CD was in the form of project finance, having a sanction limit of Rs.45,00,00,000/- and a lease rental discounting facility having a sanctioned limit of Rs.20,00,000/-. As against the said sanctioned limits, the principal outstanding, as on

29.01.2024, is Rs.24,05,12,650/-.

- 2.2 The FC relies upon the working of computation of the default amount in their Additional Affidavit dated 24.04.2025, as follows:

Working of Computation of the amount							
Outstanding Details of M/s. N. Kumar Projects & Infrastructure Private Limited							
Total outstanding as on 29.01.2024							
Sr.No.	Account No.	Facility	Limit	Principal Outstanding	Interest Dues	Penal Interest	Total Dues (Inclusive of Interest till _____)
1	3415282744	Lease Rental					
		Discounting	20,00,00,000.00	10,20,06,850.00	6,16,87,216.00	75,67,513.00	17,12,61,579.00
2	3570104906	Term Loan	45,00,00,000.00	13,85,05,800.00	8,28,96,865.00	66,64,342.00	22,80,67,007.00
		Total Dues	65,00,00,000.00	24,05,12,650.00	14,45,84,081.00	1,42,31,855.00	39,93,28,586.00

- 2.3 To secure repayment of the financial assistance granted by the FC, certain securities were provided by the CD, viz., (i) Term Loan Agreement dated 23.10.2012; (ii) Term Loan Agreement dated 09.09.2016; (iii) Agreement to Mortgage along with Deed of Hypothecation dated 23.10.2012; and (iv) Mortgage Deed along with Deed of Hypothecation dated 30.09.2016.

- 2.4 In the year 2019, the CD started defaulting on repayment obligations. This resulted in the account of the CD being classified as NPA on 01.05.2019. Therefore, the FC was constrained to issue Recovery Notices under Section 13(2) read with Section 13(4) of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (SARFAESI Act), and Possession Notice under Rule 8(1) of the Security Interest (Enforcement) Rules, 2002, on 16.10.2019; 07.12.2023; and 12.12.2023. The FC also issued Demand Notices to the CD on 22.11.2023; 25.01.2024; and 29.01.2024, demanding full repayment of the unpaid debt and default.

- 2.5 In the Additional Affidavit dated 26.04.2025, the FC has, *inter alia*, attached letters dated 05.07.2021 and 18.03.2024, sent by the CD, unequivocally acknowledging their liability and admitting that their account had slipped into default. It is also clarified by this Additional Affidavit that the CD's account



details were correctly computed. Further, it was clarified that the date of default mentioned in Part IV of the Application, being 23.06.2023, is incorrect, and that the correct date of default is 01.05.2019. The period of limitation for filing the Application, being three years, would have ended on 01.05.2022. However, the FC is entitled to the exclusion of limitation for a period of one year, eleven months and fourteen days from 15.03.2020 to 28.02.2022, in terms of the order of the Hon'ble Supreme Court in *Cognizance for Extension of Limitation [In Re: Suo Motu WP (C) No. 3 of 2020]* (*Suo Motu Order*). Applying the above, the new limitation to file the present Application fell on 15.04.2024, but the Application was actually filed on 19.03.2024. Hence, the present Application is within the limitation period under the law. The FC, therefore, prays that CIRP may be ordered in respect of the CD.

3. SUBMISSIONS OF CD

- 3.1 The CD filed Preliminary Legal Submissions *vide* Affidavit/Reply dated 03.08.2025, wherein they have challenged the maintainability of the present Application (Main C.P.), on the ground of inadmissibility of documents filed by the FC. However, no separate reply has been filed by the CD in reply to the Main C.P. The CD claims that the documents in support of the Main C.P., are photostat copies and/or are scanned copies processed through the mobile application called '*CamScanner*', and that the reliance on such documents amounts to a breach of cyber laws and regulatory norms, warranting appropriate scrutiny, since '*CamScanner*' is a prohibited mobile application in the country.
- 3.2 It is the case of the CD that photocopies are not admissible in evidence as the FC is required to prove that they were made by a copying machine from the original and compared with the originals as contemplated in Section 63 of the Indian Evidence Act, 1872 (Evidence Act). It is also submitted that under Section 64 of the Evidence Act, documents must be proved by primary evidence except in cases mentioned in Section 65 of the Act. In the absence of primary



evidence, documents can be proved by secondary evidence under Section 63 of the Evidence Act. Further, in the present matter, there is neither an oral account of a copy compared with the original nor an oral account of a photograph or machine copy of the original documents available, as secondary evidence.

3.3 The CD has placed reliance on seventeen judgements in support of their case as to the maintainability aspect, *vide* its submission dated 15.11.2025 under Rule 94 of the National Company Law Tribunal Rules, 2016 (NCLT Rules).

4. WRITTEN SUBMISSIONS OF FC

4.1 The FC in their Written Submissions reiterated that the CD has availed financial assistance in the form of project finance with a sanction limit of Rs.45 Crore and lease rental discounting with a limit of Rs.20 Crore, and that the CD provided documents such as Term Loan Agreement dated 23.10.2012; Term Loan Agreement dated 09.09.2016; and Agreement to Mortgage with Deed of Hypothecation dated 30.09.2016 for the facilities. The CD availed Rs.20 Crore towards project finance on 15.12.2014 and Rs.17.5 Crore on 30.09.2016 towards lease rental discounting. The account of the CD was classified NPA on 01.05.2019, owing to the default committed by them. The Additional Affidavit dated 24.04.2025 clarifies that the date of default as 01.05.2019. The total outstanding dues as on 29.01.2024 is Rs.39,93,28,586/- inclusive of interest and penal interest. The Main C.P. is filed within the period of limitation, as the FC is entitled to the benefit of the *Suo Motu Order*. The FC has produced Form D, issued by the Information Utility, NeSL, as one of the records of default. It is submitted that the Preliminary Legal Submissions filed by the CD only raise objections regarding maintainability of the Main C.P., on flimsy grounds but are silent on the substantive aspects of their debt and default. Further, this Tribunal *vide* order in I.A. 4736/2025 in the Main C.P., has already observed that the use of any particular 'scanner application' by the FC is immaterial for the purposes of adjudicating an application under Section 7 of the IBC. The CD has already admitted the debt and liability by their letters dated 05.07.2021 and 18.03.2024.



The CD has produced a copy of the order of the Ld. Debt Recovery Appellate Tribunal (DRAT), along with their Preliminary Legal Submissions, indicating that the CD was in default. The admissions and acknowledgments submitted along with their own correspondence and pleadings conclusively demonstrate default in terms of Section 3(12) of the IBC. The FC has relied upon the judgments of the Hon'ble Supreme Court in *Suo Motu Order; Suresh Kumar Reddy Vs. Canara Bank* [(2023) 8 SCC 387]; and the order of Hon'ble NCLAT in *Rajesh Kedia Vs. Phoenix ARC* [(2022) SCC OnLine NCLAT 147], to buttress their case.

5. WRITTEN SUBMISSIONS OF CD

5.1 The CD was allowed three weeks to file reply by order dated 01.10.2024. However, no reply was filed by them within the allowed time. After the lapse of one year, on 22.01.2025, the CD sought further time to file reply on receipt of the additional documents filed by the FC, and the matter was listed to 25.03.2025. Thereafter, a last opportunity was given to the CD to file reply within four weeks from 30.06.2025, failing which, it was ordered that their right to file reply would be forfeited. The matter was thereafter listed on 05.08.2025. On 05.08.2025, the Ld. Counsel for the CD undertook to e-file their reply on that day itself. It was, therefore, ordered that if no reply was filed on that day, their right to file reply would be forfeited. The case was then listed to 22.08.2025 on priority. On that day, I.A. 2937/2025, for the substitution of the proposed IRP, came up for hearing, and the same was disposed of. On the next date of hearing on 23.09.2025, the Ld. Counsel for the FC was heard on the Main C.P., and the matter was listed to 10.10.2025 for hearing the CD's Counsel. However, on 10.10.2025, the Ld. Counsel for the CD sought time again for hearing, which was allowed and listed to 28.10.2025 for the final hearing. Meanwhile, on 16.10.2025, I.A. 4736/2025 filed by the CD, which challenged the maintainability of the Main C.P, on the ground of lack of evidentiary value of the documents photocopied from 'CamScanner', came up for hearing. Both parties were heard on this I.A., and the same was dismissed and disposed of on



16.10.2025, by a separate order. On 28.10.2025, when the Main C.P. came up for final hearing, the Ld. Counsel for the CD again sought time for examining witnesses to test the veracity of the documents produced by the FC. Since the CD did not file any separate reply to the Main C.P., other than the Preliminary Legal Submissions, in spite of giving multiple opportunities, and was insisting on examining witnesses to test the veracity of the documents produced by the FC, they were allowed to file written submissions, as per the request made by Counsel for both the parties. The Main C.P. was finally heard and reserved for orders on 18.11.2025. Surprisingly, another I.A. 5344/2025 was filed by the CD, seeking recall of the dismissal order in I.A. 4736/2025, already disposed of on 16.10.2025. On 19.11.2025, the Ld. Counsel for the FC submitted that he did not propose to file a formal reply to I.A. 5344/2025 filed by the CD, and that he was prepared to argue the matter. Since the Ld. Counsel for the CD sought time for arguments in I.A. 5344/2025, on 19.11.2025, it was listed for hearing on 21.11.2025, on which date, it was finally heard, and the same is being disposed of by another order, along with the present Application (Main C.P.). The only repeated submissions of the CD in the Main C.P., and in I.A. 5344/2025, are that the Main C.P. is not maintainable as the documents were photocopied by using 'CamScanner', and thus inadmissible in evidence.

6. ANALYSIS AND FINDINGS

- 6.1 We have perused all the available records and heard both the Ld. Counsel for the FC and the CD.
- 6.2 The documents produced in evidence by the FC show disbursement of monies under the Lease Rental Discounting and Term Loan facilities to the CD, in terms of (i) Sanction Letter dated 10.09.2012 (ii); Sanction Letter dated 30.09.2014 (iii); Sanction Letter dated 30.09.2016; (iv) Change of Terms dated 14.10.2024; (v) Sanction Letter dated 30.09.2014; and (vi) Additional Fund Sanction Letter dated 30.09.2016. The financial facilities are evidently secured by various types of security documents. It is the case of the FC that since the CD failed to service the debt arising from the financial facilities, and committed



default, the present Application (Main C.P.) has been filed to initiate CIRP of the CD.

- 6.3 The records reveal that despite having been given multiple chances to file reply, the CD chose not to file any formal reply to the Main C.P., but has filed Preliminary Legal Submissions challenging the maintainability of the Main C.P., and sought permission to file written submissions as reflected in the daily order dated 28.10.2025. As far as the Preliminary Legal Submissions are concerned, it is seen that the primary defence raised by the CD is only the maintainability of the Main C.P., basis the nature and admissibility of the documents relied on by the FC. As already stated above, *vide* order dated 16.10.2025, in I.A. 4736/2025, we held that the question regarding the use of any particular scanner application by the FC is wholly immaterial for the purposes of adjudicating an application under Section 7 of the IBC. It was also observed that the process under the IBC, being summary in nature, the Tribunal does not conduct a detailed admission of documents where the evidence is tested through examination and cross-examination of witnesses as in a civil court proceeding. At the stage of admission of an application, we need to only satisfy whether a default has occurred based on the documents presented.
- 6.4 Now, we shall consider whether the various documents produced by the FC are capable of establishing the existence of debt and default by the CD. Although the FC has stated 23.06.2023 as the date of default, in the Additional Affidavit dated 24.04.2025, they have clarified that the actual date of default is 01.05.2019, and that the limitation for filing the Main C.P. would have ended on 01.05.2022. However, it is pleaded by the FC that in terms of the *Suo Motu Order*, the new limitation fell on 15.04.2024 by excluding one year, eleven months and fourteen days. The Main C.P. is filed on 19.03.2024, and hence, the same is within the period of limitation. Neither in the Preliminary Legal Submissions nor in the arguments and in their written submissions, the CD has challenged the debt and default, and the limitation aspect. Therefore, it is only to be presumed that the CD admits the default, the date of default and



the period of limitation in the instant matter as pleaded by the FC. The FC has produced documents such as the CD's letters addressed to the FC dated 19.06.2021 and 05.07.2021, admitting that the FC had sanctioned Rs.20 Crore. The CD has also elaborated the reason for slipping their account into NPA, namely, the negligence and negative approach of some of the officials of the FC. The CD also states that they volunteered for the settlement only to buy peace with the FC. The FC has also produced CD's letter dated 18.12.2023 as proof of admission of debt. The possession Notice under Section 13(2) of the SARFAESI Act was received by the CD on 12.12.2023. Representation dated 18.11.2024 submitted by the CD before the Review Committee against the order dated 06.11.2024 (declaring the CD, its promoters and guarantors, and other persons related to the CD as willful defaulters), is also on record. The FC has also produced copy of the email sent by the CD, with attachment, dated 18.03.2024. This email is in reply to the letter sent by the FC *vide* No. ARB/MMZO/2023-24/336 on 11.03.2024, giving the CD final opportunity for personal hearing as to why their account should not be declared as fraud, as per the RBI guidelines. In this reply email, although certain allegations were raised by the CD against the FC, it was categorically stated that they were ready to settle their dues. Hence, the email dated 18.03.2024 is another piece of evidence as to the admission of the debt and liability. A notice in Form B dated 22.11.2023 issued by the FC under Rule 7(1) of the Insolvency and Bankruptcy (Application to Adjudicating Authority for Insolvency Resolution Process for Personal Guarantors to Corporate Debtors) Rules, 2019, to the Personal Guarantor to the CD, Mr. Nandkumar Khattumal Harchandani (director of the CD), has also been produced by the FC. Mr. Harchandani, by his reply dated 19.12.2023, raised certain allegations against the FC regarding breach of the terms of the sanction letter. However, in this reply, he has admitted that the CD was sanctioned Rs. 45 Crore towards the hotel project and Rs. 20 Crore as lease rental discount.

- 6.5 As already discussed above, I.A. 4736/2025, challenging the maintainability of the Main C.P., was decided and disposed of by this Bench holding against the CD. However, the CD continues to agitate the issue of maintainability in



the Main C.P. In this connection, it is relevant to consider sub-sections (3) and (4) of Section 7 of the Code, which reads as under:

"7. Initiation of corporate insolvency resolution process by financial creditor. -

(1) xxx

(2) xxx

(3) The financial creditor shall, along with the application furnish –

(a) record of the default recorded with the information utility or such other record or evidence of default as may be specified;

(b) the name of the resolution professional proposed to act as an interim resolution professional; and

(c) any other information as may be specified by the Board.

(4) The Adjudicating Authority shall, within fourteen days of the receipt of the application under sub-section (2), ascertain the existence of a default from the records of an information utility or on the basis of other evidence furnished by the financial creditor under sub-section (3):

Provided that if the Adjudicating Authority has not ascertained the existence of default and passed an order under sub-section (5) within such time, it shall record its reasons in writing for the same.

(5) xxx

(6) xxx

(7) xxx"

(emphasis added)

The above provisions indicate that the documents to be annexed with the application are intended solely to enable the Adjudicating Authority to ascertain the existence of a default. In the present case, the Applicant has submitted the record of default recorded with the Information Utility, i.e., NeSL, along with the Application. The CD has produced copy of the order of the Ld. DRAT in I.A. No. 129/2025 (WOD) in Misc. Appeal No. 42/2025 dated 04.03.2025, wherein it has



been recorded that the borrowers (CD herein) have availed two loans, one for Rs.45 Crore for the hotel project and another for Rs.20 Crore for lease rental discounting facility. We also observe that the Ld. DRAT directed the borrowers (CD herein) to deposit Rs.19,38,871.50/- on or before 28.04.2025. It is admitted by the CD that Rs.19.8 Crore has already been deposited by them. The CD has produced a Compliance Pursis dated 20.02.2025, submitted before the Ld. DRAT in Misc. Appeal 312/2025, evidencing direct deposit of an instalment of Rs.5 Crore through RTGS in the name of the Registrar, DRAT Mumbai in compliance with the interim protection. Another Pursis dated 05.03.2025 has also been produced by the CD showing direct deposit of Rs. 3 Crore towards the 2nd instalment in compliance with the order of the Ld. DRAT. It is also pertinent to observe that the debt and default, as well as the date of default pleaded by the FC has never been challenged by the CD before the Ld. DRAT. Even during the final arguments before this Tribunal, the Ld. Counsel for the CD has, in unequivocal terms, conceded that the CD is not specifically challenging the debt and default.

- 6.6 As regards the issue of evidentiary value of the documents raised by the CD, we note that all these documents have been certified, signed, and stamped at the foot by the authorised signatory of the FC by way of an affidavit duly sworn in as to the correctness of the contents in 'Form 1'. Rule 4(1) of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016 (AAA Rules), provides that a financial creditor is required to make an application in 'Form 1'. The 'Instructions' under 'Form 1', only require attaching copies of all documents referred to in the application. The Main C.P. is filed by the FC in 'Form 1', accompanied with documents and records specified in the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 (CIRP regulations). Under Regulation 2A of the CIRP Regulations, the financial creditor may furnish, *inter alia*, certified copy of entries in the relevant account in the bankers' book as defined in clause (3) of Section 2 of the Bankers' Books Evidence Act, 1891. Clause (3) of Section 2 of the Bankers' Books Evidence Act, 1891, defines "banker's book" to include "*ledgers, day-books, cash-books, account books and all other records used in*



the ordinary business of the bank, whether these records are kept in written form or stored in a micro film, magnetic tape or in any other form of mechanical or electronic data retrieval mechanism, either onsite or at any offsite location including a back-up or disaster recovery site of both.” Under clause (8) of Section 2 of the Banker’s Books Evidence Act, “certified copy”, is defined as follows:

‘(8) “certified copy” means when the books of a bank, -

(a) are maintained in written form, a copy of any entry in such books together with a certificate written at the foot of such copy that it is a true copy of such entry, that such entry is contained in one of the ordinary books of the bank and was made in the usual and ordinary course of business and that such books is still in the custody of the bank, and where the copy was obtained by mechanical or other process which in itself ensured the accuracy of the copy, a further certificate to that effect but where the book from which such copy was prepared has been destroyed in the usual course of the bank’s business after the date of on which the copy has been so prepared, a further certificate to that effect, each such certificate being dated and subscribed by the principal accountant or manager of the bank with his name and official title; and

(b) consists of printouts of data stored in a floppy, disc, tape or any other elctro-magnetic data storage device, a printout of such entry or a copy of such printout together with such statements certified in accordance with the provisions of section 2A;

(c) a printout of any entry in the books of a bank stored in a micro film, magnetic tape or in any other form of mechanical or electronic data retrieval mechanism obtained by a mechanical or other process which in itself ensures the accuracy of such printout as a copy of such entry and such printout contains the certificate in accordance with the provisions of section 2A.’

6.7 Moreover, Section 2A of the Bankers’ Books Evidence Act describes the conditions in the printout of entries in the bankers’ books. The FC has produced



certificates in terms of clauses (a), (b) and (c) of Section 2A of the Bankers' Books Evidence Act along with the Main C.P., in compliance with the law. The CD has not raised any question regarding the above certificates, which are in original and not photocopies. As regards the request for cross examination of the Applicant, we notice that Rule 39(2) of the NCLT Rules provides for cross examination of any deponent on the points of conflict, on an application moved by any party. It may be noted that separate rules of procedure for the Adjudicating Authority to deal with IBC matters are yet to be notified by the Central Government. Although Rule 39 is not included under Rule 10 of the AAA Rules, which facilitates rules of procedure for the conduct of proceedings under the Code, the Tribunal may allow cross-examination when there is a point of conflict in the evidence presented. In the present case, the CD has not identified any point of conflict in the evidence relied upon by the Applicant. Further, even the 'Form 1' prescribed under Rule 4(1) of the AAA Rules, the applicant is required to present a simple format, requiring production of only copies of documents, and without specifying the source of the scanner or copying machine. In view of the above, we have no hesitation in holding that 'Form 1' submitted by the FC is legally in order. Be that as it may, this Adjudicating Authority is duty bound to ascertain the existence of default on the basis of evidence furnished by the applicant under Section 7(4) of the IBC. In the instant case, we are able to ascertain the debt and default committed by the CD based on the many documents produced by the FC, including several admissions made by the CD. We also find that the default is above the threshold prescribed under Section 4 of the Code. Therefore, we come to an inescapable conclusion that all the documents produced by the FC and the CD are admissible in evidence.

6.8 The CD has produced copy of I.A. 4736/2025 raising Preliminary Legal Submissions on the maintainability of the Main C.P., as also the order passed by this Tribunal dismissing the same on 16.10.2025 along with their written submissions, stating that these are important as part of their submissions in deciding the Main C.P., on merits. Although we do not agree with the Ld. Counsel for the CD on this argument, every citation relied upon by the CD in the Main C.P. and in I.A. 5344 of 2025 is dealt with as under:



(a) *Union of India Vs. K.S. Subramanian* [1976 SCC (3) 677]- The Hon'ble Supreme Court observed that the High Court did not act correctly in skirting the views expressed by the Hon'ble Supreme Court. We understand that the said observation is in a matter of interpretation of the Central Civil Services (Classification, Control and Appeal) Rules, 1965, made under Article 309 and 309 of the Constitution, which has no relevance in the matter on hand under the IBC. In fact, we have applied the principles emanated from every decision of the higher Courts under the IBC in appreciating the present matter. We do not think it necessary or appropriate to further test the veracity of the documents produced by the Applicant, by allowing the parties to be orally examined in person. We are of the considered view that no officer of the FC or the CD needs to be subjected to any deposition through examination and the fire of cross-examination in a summary proceeding under the IBC.

(b) *H. Siddiqui Vs. A. Ramalingam* [AIR (2011) SC 1492]- This being a tenancy dispute, the Hon'ble Supreme Court held that Courts have obligation to decide question of admissibility of a document in secondary evidence, before making endorsement thereon. In the case on hand being summary in nature, the FC, being a Public Sector Bank, has produced all the relevant photocopies of the documents duly signed and authenticated by their officer. Further, there is sufficient evidence on the admission of debt and liability as also the default committed by the CD. This is also proved from the judicial records of the Ld. DRAT, produced by the CD themselves. We find that admission of a particular fact is the best evidence in any judicial proceeding, especially when the admitted fact is recorded by a competent Court of law and remains unchallenged. This evidence available on record has absolute probative value, as against its potential misuse and prejudice that is likely to be caused to the CD. Hence, we find that the above citation is not applicable in the matter on hand.

(c) *Needle Industries (India) Ltd. & Ors. Vs. Needle Industries Newey (India) Holding Ltd.* [1981 (3) SCC 333]- The disputes arose from oppression and



mismanagement under the Companies Act, 1956, in which the Hon'ble Supreme Court cautioned the Courts against a total reliance on the written word, when probity and fairness of conduct are an issue, involving the risk that the person accused of wrongful conduct is denied an opportunity to controvert the inferences arising from the documents. However, the present proceeding against the CD, being in rem and is summary in nature, the material available on record and the admission of default by the CD are sufficient to ascertain a default under Section 7(4) of the IBC. Hence, the above decision is not relevant in the present matter.


(d) *Ayaaubkhan Noorkhan Pathan Vs. State of Maharashtra* [(2013) 4 SCC 465]- The Hon'ble Supreme Court, in the matter relating to a challenge of a caste certificate, held that not only should the opportunity of cross-examination be made available, but it should be one of effective cross-examination, so as to meet the principles of natural justice. In the present case, the CD is already represented, and the Counsel who has been elaborately heard; and their written submissions are duly considered by us, there is no denial of natural justice to the parties. This decision is thus irrelevant in the present proceeding.

(e) *Dynamix Growth Avenues (P) Ltd. Vs. Partha Sarathy Sarkar* [2023 SCC OnLine NCLAT 1]- The Hon'ble Appellate Tribunal observed that the Adjudicating Authority possesses ample jurisdiction to ask documents from the parties for the determination of issues raised. In the present case, we do not find it necessary to ask for any further documents/evidence as the debt and default by the CD is otherwise conclusively proved to our satisfaction.

(f) *Rohan Vijay Nahar Vs. State of Maharashtra* [2025 SCC OnLine SC 2366]- The Hon'ble Supreme Court observed that the lawful course for a Court is to apply the precedent, and if needed, record reasons for inviting a larger Bench to reconsider any issue. We are already applying the binding precedents and the law established by the higher Courts in determining the debt and default committed by the CD. Hence, this judgment has no

relevance in the Main C.P.

- (g) *Pravin Vs. Ghanshyam & others* [M.P.No.1144/2017] which was underscored as a reference by the Hon'ble MPHC in *Anandram v. Gauri Bai* [2023 SCC OnLine MP 3514] - The Hon'ble High Court of Madhya Pradesh was considering a suit for declaration and permanent injunction with respect to a land based on a Will. Due to the absence of the original documents, the plaintiff filed an application under Sections 63, 65 and 66 of the Evidence Act to present secondary evidence in the suit. The facts and circumstances of the captioned cases are not applicable either in the matter.
- (h) *Ratanlal Vs. Kishanlal*, [2012 (IIT) MPJR 24] - The Hon'ble Madhya Pradesh High Court was considering an appeal related to a suit for declaration of land holding rights, which also involved the issue of possession, which has no applicability in the present matter.
- (i) *Rakesh Mohindra Vs. Anita Beri* [(2016)16 SCC 483] - The Hon'ble Supreme Court has considered the scope of Sections 63 and 65 of the Evidence Act in the context of a suit filed under Sections 34 and 38 of the Specific Relief Act, 1963, which is on a different footing altogether vis-à-vis an application under IBC.
- (j) *United India Assurance Co. Vs. Anbari & Ors.* [2000 (10) SCC 523] which include reference to *Haji Mohd. Islam & Anr. Vs. Asgar Ali* [AIR 2007 MP 157] and *Sunil Kumar Sahu Vs. Awadharani* [WP No. 8224/2010]- The Hon'ble Supreme Court examined a matter arising from proceedings before a Motor Accidents Claims Tribunal, in which the Appellant questioned the validity of the driver's licence involved in the accident. While the Motor Accidents Tribunal had accepted a photocopy of the driving licence, it held that it could not be admitted as secondary evidence. This decision is also not applicable in the present circumstances, as the Motor Accidents Claims are governed by a different law.
- (k) *A.P. Christians Medical Educational Society v. Govt. of A.P.* [(1986) 2 SCC



667] – The Hon’ble Supreme Court was considering the law on judicial scrutiny, which is not applicable to the present facts and circumstances of this matter.

6.9 Besides the above, the CD has also referred to some of the mentioned judgments of the Hon’ble Supreme Court, in repeatedly assailing that the evidence on sworn affidavit is insufficient, and that examination and cross-examination of the parties are essential for this Tribunal to appreciate and accept the evidence for establishing debt and default by the CD under the IBC. As mentioned above, the Applicant has produced a record of default issued by the Information Utility. The correspondence on record demonstrates admission of liability. There are no pleadings by the CD that contest the existence of debt and default. Moreover, permitting cross examination in a summary process that is intended to be decided within 14 days, depends upon the facts and circumstances of the case. The documents provided by the FC are adequate to establish the default committed by the CD above the threshold outlined under Section 4 of the Code.

6.10 Section 7(5)(a) of the Code states that the Adjudicating Authority may admit an application filed under Section 7, if it is satisfied that (a) a default has occurred, (b) the application is complete, and (c) there is no disciplinary proceeding pending against the proposed resolution professional. We have already found that the debt and default committed by the CD towards the FC is proven beyond any reasonable doubt. Once we are satisfied that the CD has committed the default and that the Application is complete, and there is no disciplinary proceeding pending against the resolution professional, we have no choice but to admit the Application. The Hon’ble Supreme Court in *Innoventive Industries Limited Vs. ICICI Bank and Anr.* [(2017) ibclaw.in 02 SC], has explained the scope of Section 7, holding that the moment the Adjudicating Authority is satisfied that a default has occurred, the application must be admitted unless it is incomplete, in which case it may give notice to the applicant to rectify the defect within 7 days of receipt of a notice from the Adjudicating Authority. In the case of a corporate debtor who commits a default of a financial debt, the



Adjudicating Authority has to merely see the records of the Information Utility or other evidence produced by the financial creditor to satisfy itself that a default has occurred. The view taken above has been cemented by the Hon'ble Supreme Court in many other decisions, including in *E.S. Krishnamurthy and Others Vs. Bharath Hi Tech Builders Pvt. Ltd.* [(2021) ibclaw.in 173 SC].

6.11 In view of the foregoing discussions, we hold that the debt and default have been satisfactorily established from the records and pleadings. Further, we hold that the Application has been filed within the limitation period. We are also satisfied that a default of well over One Crore Rupees has been committed by the CD, thereby satisfying the minimum threshold prescribed under Section 4 of the Code.

6.12 It is further seen that the FC had proposed the name of Mr. S. Gopalakrishnan as the Interim Resolution Professional (IRP) in Part-III of the Main C.P. Subsequently, the FC filed IA No. 2937/2025 to substitute him with Ms. Megha Agrawal, Insolvency Professional having Reg. No. IBBI/IPA-001/IP-P01456/2018-2019/12272. We allowed this I.A. by order dated 22.08.2025. Ms. Megha Agarwal has duly submitted her written consent in Form 2 dated 13.06.2025.

ORDER

In view of the above discussions and findings, **C.P. No. (IB) 569/MB/2024** is hereby **admitted**, and the initiation of the Corporate Insolvency Resolution Process is ordered in respect of **N. Kumar Projects & Infrastructure Private Limited**, viz., the CD herein. We declare moratorium under Section 14 of the IBC with consequential directions as mentioned below:

- (a) We prohibit-
- I. the institution of suits or continuation of pending suits or proceedings against the CD, including execution of any judgment, decree or order in any court of law, tribunal, arbitration panel or other authority;



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- II. transferring, encumbering, alienating, or disposing of by the CD 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 CD in respect of its property including any action under the SARFAESI Act;
 - IV. the recovery of any property by an owner or lessor where such property is occupied by or in possession of the CD.
 - V. That the supply of essential goods or services to the CD, if continuing, shall not be terminated or suspended or interrupted during the moratorium period.
 - VI. the order of moratorium shall have effect from the date of this order till the completion of the CIRP or until this Bench approves the resolution plan under section 31(1) of the IBC or passes an order for the liquidation of the CD under section 33 thereof, as the case may be.
 - VII. the public announcement of the CIRP shall be made in accordance with the provisions of the IBC, the Rules and Regulations made thereunder.

(b) This Bench hereby appoints **Ms. Megha Agrawal**, a registered Insolvency Professional having Registration No **IBBI/PA-001/IP-P-01456/2018-2019/12272**, having address at *001, Shivranjini Apartments, In Circle Of Congress Nagar Garden, Congress Nagar, Nagpur , Maharashtra - 440012*, and with Email ID: ip.meghaagrwal@gmail.com having valid Authorisation for Assignment up to 31.06.2027, as the Interim Resolution Professional (IRP) of the CD to carry out the functions as mentioned under IBC. The fee payable to the IRP/RP shall be in accordance with the Regulations/Circulars issued by the IBBI.

(c) During the CIRP Period, the management of the CD shall vest in the IRP or, as the case may be, the RP in terms of Section 17 or Section 25, as the case may be, of IBC. The officers and managers of the CD are directed to provide effective assistance to the IRP as and when he takes charge of the assets and management of the CD. The officers and managers of the CD shall provide all documents in their possession and furnish every information in their knowledge to the IRP/RP within a period of one week from the date of receipt



of this Order and shall not commit any offence punishable under Chapter VII of Part II of the IBC. Coercive steps will follow against them under the provisions of the IBC read with Rule 11 of the NCLT Rules for any violation of law.

- (d) The IRP/IP shall submit to this Tribunal periodical reports with regard to the progress of the CIRP in respect of the CD.
- (e) In exercise of the powers under Rule 11 of the NCLT Rules, the FC is directed to deposit a sum of Rs. 5,00,000/- (Five Lakh Rupees) with the IRP to meet the initial CIRP cost arising out of issuing public notice and inviting claims, etc. The amount so deposited shall be interim finance and paid back to the FC on priority upon the funds becoming available with IRP/RP from the Committee of Creditors (CoC). The expenses incurred by IRP out of this fund are subject to approval by the CoC.
- (f) A copy of this Order be sent to the Registrar of Companies, Maharashtra, Mumbai for updating the Master Data of the CD.
- (g) A copy of the Order shall also be forwarded to the IBBI for record; dissemination on their website; and for maintaining data.
- (h) The Registry is directed to immediately communicate this Order to the FC, the CD and the IRP by way of Speed Post, E-mail/WhatsApp.
- (i) Compliance report of the order by Designated Registrar is to be submitted today.

Sd/-

ANIL RAJ CHELLAN
MEMBER (TECHNICAL)

Aditya, LRA

Sd/-

K. R. SAJI KUMAR
MEMBER (JUDICIAL)