



**NATIONAL COMPANY LAW TRIBUNAL
GUWAHATI BENCH
GUWAHATI**

ORDER SHEET OF THE HEARING ON 4th SEPTEMBER 2025

**IA(IBC)/188/GB/2024
IA(IBC)/41/GB/2025
In CP(IB)/9/GB/2024**

**Present: 1. Hon'ble Member (Judicial), Shri Rammurti Kushawaha
2. Hon'ble Member (Technical), Shri Yogendra Kumar Singh**

In the Matter of	M/s Satnam Global Infraprojects Limited Vs Meghalaya Power Distribution Corporation Limited
Under Section	U/s 9 of IBC, 2016

Appearances (via video conferencing/physically)

For Petitioner (s) : Mr. Suman Kumar, Adv.
: Mr. Shailesh Kumar Singh, Adv.
: Mr. Ajay Pratap Singh, Adv.
: Ms. Abha Singh, Adv.

For Respondent (s) : None

ORDER

Order pronounced in open court *vide* separate sheets.

Sd/-
Yogendra Kumar Singh
Member (Technical)

Sd/-
Rammurti Kushawaha
Member (Judicial)



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*Application to initiate CIRP in respect of Corporate Debtor 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:

M/s Satnam Global Infraprojects Limited, CIN: U74899DL1987PLC026940, through its
Authorized Representative, 272, F.I.E Industrial Area, Patparganj, New Delhi-110092

...Operational Creditor

-Versus-

Meghalaya Power Distribution Corporation Limited, CIN: U40101ML2009SGC008394
having its Registered Office at Short Round Road, Lum Jingshai, Shillong, Meghalaya-
793001.

...Corporate Debtor

Coram:

Shri Rammurti Kushawaha : Member (Judicial)

Shri Yogendra Kumar Singh : Member (Technical)

Appearances (through video conferencing):

For Petitioner : Mr. S. Kumar (Adv.)

For Respondent : Mr. K. Dutta (Sr. Adv.), Ms. A. Jain (Adv.)

Order pronounced on: 04.09.2025



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As Per Bench

JUDGEMENT

1. This Company Petition is filed by **M/s Satnam Global Infraprojects Limited** (“Operational Creditor”) under Section 9 of the Insolvency and Bankruptcy Code, 2016 (“Code”) read with Rule 6 of Insolvency & Bankruptcy (Application to Adjudicating Authority) Rules, 2016 seeking initiation of the Corporate Insolvency Resolution Process (“CIRP”) against **Meghalaya Power Distribution Corporation Limited** (“Corporate Debtor”) on account of non-payment of an operational debt amounting to Rs. 96,10,90,889.83/- (Rupees Ninety Six Crore Ten Lakh Ninety Thousand Eight Hundred Eighty Nine and Paise Eighty-Three Only).

2. Submissions by the Operational Creditor:

2.1. Corporate Debtor is a Public Limited Company incorporated under the Companies Act as a company limited by shares. The Corporate Debtor is one of the three wholly-owned subsidiaries of Meghalaya Energy Corporation Limited (MeECL), and is engaged in the business of electricity distribution throughout the State of Meghalaya.

2.2. The Corporate Debtor caters to more than six lakh consumers and employs approximately 3,500 personnel. It operates an extensive electricity infrastructure network including 107 Nos. of 33/11KV substations and switching stations, around 350 Nos. of feeders, 12,405 Nos. of distribution transformers, 18,000 KMs of 11KV lines, and approximately 1,544.12 KMs of 33KV lines, covering a geographical area of about 2.24 thousand square kilometres within the State of Meghalaya.

2.3. In the month of January 2019, the Operational Creditor was awarded two contracts under the Saubhagya Scheme through two separate work packages for the supply, erection, assembly, manufacturing, type testing, loading, transportation, unloading, insurance, delivery at site, handling, and storage, for execution of works under the Saubhagya Scheme in the State of Meghalaya. Specifically, for construction of 11kV



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single circuit (SC) lines for 100% household electrification. Pursuant to instructions from the Corporate Debtor, the following contracts were executed:

- a) Package A (Eastern Zone) - Two Supply Contract Agreements dated 04.03.2019
- b) Package B (Western Zone) - Two Supply Contract Agreements dated 02.09.2019

2.4. Thereafter, on 28.02.2020, an amended Letter of Award (hereinafter, “LoA”) was issued by the Corporate Debtor in favour of the Operational Creditor:

- a) Package B: LoA dated 28.02.2020, with a total contract value of Rs. 1,80,99,00,376.16/- (Rupees One Hundred Eighty Crores Ninety-Nine Lakhs Three Hundred Seventy-Six and Sixteen Paise Only).
- b) Package A: LoA dated 06.09.2021, with a total contract value of Rs. 2,60,12,40,198.37/- (Rupees Two Hundred Sixty Crores Twelve Lakhs Forty Thousand One Hundred Ninety-Eight and Thirty-Seven Paise Only).

2.5. It is an admitted position that the Operational Creditor completed the entire project under both Package A and Package B within the stipulated time as per the General Conditions of the Contract and other governing terms under the Saubhagya Scheme. Post-completion, the Corporate Debtor issued Certificates of Completion in favour of the Operational Creditor acknowledging successful execution of the said projects:

- a) Package B: Completion Certificate dated 25.05.2021.
- b) Package A: Completion Certificate dated 20.10.2022.

2.6. Despite the successful and timely completion of the projects under both Package A and Package B and issuance of corresponding Completion Certificates, the Corporate Debtor has failed and neglected to honour the payment obligations towards the legitimate and admitted dues of the Operational Creditor under the said Contracts. Despite repeated requests made by the Operational Creditor, the Corporate Debtor failed to release the outstanding dues amounting to Rs.



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61,46,37,444/- (Rupees Sixty-One Crore Forty-Six Lakh Thirty-Seven Thousand Four Hundred Forty-Four Only), exclusive of interest:

- a) Letter dated 18.07.2022 demanding outstanding dues, after a lapse of more than a year since the successful implementation of the contract.
 - b) Reminder dated 31.03.2023 demanding payment pending for 21 months. Despite receipt of the said letter, the Corporate Debtor failed to furnish any reply or initiate any steps towards settlement of the outstanding amount.
 - c) Letter dated 31.05.2023 reiterating demand for release of outstanding dues. However, the said request met with complete silence from the Corporate Debtor.
- 2.7. That the Operational Creditor, despite repeated reminders and communications to the Corporate Debtor, did not receive the payment of the admitted outstanding operational debt. In the spirit of maintaining cordial and long-standing business relations, the Operational Creditor, by way of a letter dated 14.07.2023, once again requested the Corporate Debtor to release the outstanding payment. The Corporate Debtor neither responded to the said communication nor took any steps towards settlement of the dues.
- 2.8. However, the Corporate Debtor, without offering any justification or response, failed to release the outstanding dues or communicate any reason for withholding the same. This non-payment persisted despite the successful completion of the assigned work under the Saubhagya Scheme (Package A and Package B), and more importantly, despite the issuance of the requisite Completion Certificates in relation thereto.
- 2.9. Being left with no other alternative, and having exhausted all means of amicable resolution, the Operational Creditor was constrained to issue a formal demand notice dated 26.04.2024 under Section 8 of the Code, seeking payment of the outstanding operational debt, along with applicable interest. The said notice was issued in compliance with the statutory format prescribed under the Insolvency and



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Bankruptcy (Application to Adjudicating Authority) Rules, 2016. The Corporate Debtor responded to the said demand notice vide its reply dated 13.05.2024, wherein it sought to offer certain explanations for non-payment. However, the reply neither acknowledged the admitted liability nor made any payment towards satisfaction of the dues and was found to be evasive in nature.

- 2.10. Upon scrutiny of the claim raised, the Operational Creditor identified certain inadvertent discrepancies in the calculation of the outstanding dues as set forth in the earlier notice dated 26.04.2024. Accordingly, the Operational Creditor issued a revised Demand Notice under Section 8 of the Code in Form 3 under the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016, dated 27.05.2024, claiming an amount of Rs. 96,10,90,889.83/- from the Corporate Debtor, which included the principal amount along with interest @ 18% p.a. The said revised Demand Notice dated 27.05.2024 was duly dispatched to the Corporate Debtor through email as well as speed post on the same date.
- 2.11. That despite service of the said demand notice dated 27.05.2024, the Corporate Debtor failed to make the payment of the outstanding dues to the Operational Creditor or raise any credible dispute in terms of Section 8(2) of the Code within the statutory period, thereby attracting the consequences envisaged under the Code.
- 2.12. The Operational Creditor raised several invoices from time to time against the Corporate Debtor in respect of the ongoing work and supply of equipment. Though part payments were made earlier, several invoices remain unpaid. The Operational Creditor had raised several invoices during the period from 01.05.2020 to 22.04.2021 in relation to the execution of works under the Saubhagya Scheme (Package A and B), some of which were duly acknowledged and partly paid by the Corporate Debtor. A Ledger Account maintained by the Operational Creditor reflecting such transactions is annexed herewith. The Auditor's Report and Balance Sheet of the Operational Creditor are also filed herewith.



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- 2.13. The final date of default is deemed to be 20.10.2022, which is the date post completion of the works and issuance of Completion Certificates with respect to package A, and as reflected in the respective invoices. The debt is a continuing debt, and limitation is extended owing to consistent acknowledgments of liability and correspondence by the Corporate Debtor.
- 2.14. As on the date of filing, the total unpaid operational debt including interest The total amount of operational debt due and payable by the Corporate Debtor to the Operational Creditor continues to stand at Rs. 96,10,90,889.83, as on 27.05.2024. The said amount comprises the following components:
- a) Principal Debt: Rs. 61,46,37,444.00 (Rupees Sixty-One Crores Forty-Six Lakhs Thirty-Seven Thousand Four Hundred Forty-Four Only), being the admitted principal amount outstanding against the Corporate Debtor.
 - b) Interest: Rs. 34,64,53,445.83 (Rupees Thirty-Four Crores Sixty-Four Lakhs Fifty-Three Thousand Four Hundred Forty-Five and Paisa Eighty-Three Only), being the accrued interest calculated at the rate of 18% per annum up to 27.05.2024. The interest continues to accrue until the date of actual payment.
- 2.15. The Corporate Debtor has failed to dispute the liability or provide any justifiable reason for non-payment, thereby acknowledging the debt implicitly through continued communication and silence on the material facts.
- 2.16. In view of the foregoing facts and circumstances, and supported by documentary evidence, the Operational Creditor submits that the Corporate Debtor is in default of its admitted liability and that the present petition under Section 9 of the Code is being filed before this Hon'ble Adjudicating Authority for initiation of the CIRP against the Corporate Debtor.
- 2.17. A detailed tabular working for computation of the amount claimed and the number of days of default in relation to the unpaid operational debt is annexed herewith.
3. *Vide* convenience note dated 08.08.2025, the Operational Creditor submitted that:



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- 3.1. The Corporate Debtor has heavily relied on the report filed by the Comptroller and Auditor General (“CAG”). It is submitted that the said report contains adverse findings against the officials of the Corporate Debtor. However, no action has been initiated against such officials, nor has the Corporate Debtor provided any explanation in this regard.. The Corporate Debtor has taken contradictory positions before different authorities concerning the said CAG report.
- 3.2. A complaint has been filed before the Lokayukta, Shillong, against the officials of the Corporate Debtor on the basis of the said CAG report. In defending that matter, the Corporate Debtor relied on the judgment of the Hon’ble Supreme Court in *Pathan Mohammed Suleman Rehmatkhan v. State of Gujarat*, wherein it has been held that a CAG report is subject to scrutiny by Public Accounts Committee and the Joint Parliamentary Committee and it would not be proper to refer to the findings and conclusions contained therein judicial proceedings. On the basis of the said contentions along with other objections, the said complaint has been dismissed *vide* order dated 23.07.2024.
- 3.3. Before one authority the Corporate Debtor contended that the CAG report cannot be referred and relied while before this Tribunal, the Corporate Debtor heavily relied on the same CAG Report to resist the present petition. Furthermore, the said complaint before Lokayukta has been filed on 12.06.2024 i.e. after the filing of the present petition. Hence, the contentions of the Corporate Debtor that the matter amounts to a pre-existing dispute is *ex-facie* untenable.
- 3.4. With respect to allegations of corruption, it is submitted that the Government had set up an Independent Inquiry committee, which submitted its report on 31.03.2022. The then Chief Minister of Meghalaya, in a press conference, stated that there was no infirmity in the awarding of the contract.
- 3.5. The Corporate Debtor further relied on the judgment of *Hindustan Construction Company Ltd. v. Union of India* and argued that proceedings under the Code is not



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maintainable against a Government Company, which is ex- facie wrong. A bare perusal of the said judgment reveals that the said proceedings were against the National Highways Authority of India (NHAI) which is a statutory body (Para 58 and 63 of judgment) and not a government-owned company incorporated under the Companies Act. In contrast, the Corporate Debtor is a company duly incorporated under Companies Act. Hence, amenable to proceedings under the Code.

- 3.6. The Corporate Debtor has further contended that it is a “custodian” of funds of government, and hence the present proceedings are not maintainable against it. The said contention is contrary to clause 2.1 Clause 1 of the supply agreement dated 04.03.2019, wherein it is clearly mentioned that *“the Employer (Corporate Debtor herein) agrees to pay to the Contractor (Operational Creditor herein) the contract price in consideration of the performance by the contractor of its obligations hereunder.”* There is no stipulation that such payment is subject to any government approval. Besides, the Corporate Debtor has already made payments of more than Rs. 379 Crore to the Operational Creditor under the same contract in question without seeking government approval. Hence, it cannot be said to be a mere custodian.
- 3.7. It is further submitted that there exists no “pre-existing dispute.” Except for the vague reply to the first demand notice dated 26.04.2024, the Corporate Debtor has never communicated any specific dispute regarding the Operational Creditor’s claims. None of the Operational Creditor’s letters requesting payment were replied to by citing any pre-existing dispute.
- 3.8. The Corporate Debtor further contended that the government has directed the Corporate Debtor not to make payment and relying on documents (pages 112 and 113 of the application for additional documents) while a perusal of the said documents (Clause B) along with the (Para xii at page 17 of reply to the petition) the Corporate Debtor has been directed to release payment after verification. The verification report has already been submitted vide letter dated 14.10.2024, and the



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same is in possession of the Corporate Debtor and has not been filed despite specific request by the Operational Creditor.

- 3.9. Additionally, a letter dated 21.10.2024 sent by the nodal agency Rural Electrification Corporation (“REC”) to the Corporate Debtor wherein the outstanding amount to be payable to the Operational Creditor by the Corporate Debtor is clearly mentioned. The Corporate Debtor admits the existence of the said documents. Hence, adverse inference may be drawn against the Corporate Debtor for withholding them.
- 3.10. Finally, the Corporate Debtor has sought to invoke the bar under section 10A of the Code. The Operational Creditor has already filed separate convenience note in this regard. The Operational Creditor is also relying on a judgment of the Hon'ble NCLT, Chennai titled as *M/s. Asia (Chennai) Engineering Company Pvt. Ltd, Vs MIs. Jayabheri Properties Private Limited*, wherein the judgment relied by the Operational Creditor has duly been applied.
4. The Corporate debtor has filed **IA(IBC)/188/GB/2024** to show that the majority of the alleged unpaid invoices (barring 5 invoices amounting to INR 14,33,020/-) were raised during the period between 25.03.2020 to 24.03.2021, which is the excluded period as mentioned in Section 10A of the Code, 2016.
- 4.1. The Corporate Debtor submits that Completion Certificates have been duly issued with respect to each of the projects under the Saubhagya Scheme on different dates. It is a settled principle that the Operational Creditor becomes entitled to final payment only upon successful completion of the project in all respects, as evidenced by the issuance of such Completion Certificates by the Competent Authority, i.e., the Corporate Debtor in the present case.
- 4.2. Section 3(12) of the Code, 2016 defines “default” as follows:
“default means non-payment of debt when whole or any part or instalment of the amount of debt has become due and payable and is not paid by the debtor or the corporate debtor, as the case may be.”



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- 4.3. A plain reading of the provision makes it clear that default arises only when a debt has become *due and payable* and remains unpaid. In the instant case, the projects forming the subject matter of the present petition were running projects, and the debt claimed could not have become due and payable until after issuance of the Completion Certificates. Both certificates, dated 25.05.2021 (Package B) and 20.10.2022 (Package A), were issued much after the exempted period under Section 10A of the Code. Hence, no default could be said to have arisen prior thereto.
- 4.4. The Corporate Debtor submits that the Operational Creditor commenced raising invoices since January 2019, and the Corporate Debtor has already made substantial payments amounting to Rs. 379.84 Crores between 08.02.2019 and 04.04.2021 towards such invoices.
- 4.5. Importantly, during the COVID-19 exempted period under Section 10A, the Corporate Debtor made payments of approximately ₹95.67 Crores, thereby evidencing absence of financial distress. The Corporate Debtor cannot, therefore, be subjected to insolvency on the pretext of defaults allegedly arising during the prohibited period.
- 4.6. Since the Completion Certificates were issued only in 25.05.2021 and 20.10.2022, the date of default, if any, arises only thereafter, i.e., well beyond the scope of Section 10A. Accordingly, the statutory protection under Section 10A is wholly inapplicable.
- 4.7. In view of the facts mentioned, the Corporate Debtor respectfully prays this Tribunal for the following reliefs:
- a) *to allow the present application and dismiss the present Company Petition filed under Section 9 of IBC as non-maintainable.*
 - b) *Any other/further orders which this Hon'ble Tribunal may deem fit in the facts of the present case.*
5. The Corporate Debtor has also filed **IA(IBC)/41/GB/2025** to bring on record certain documents to submit that:



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- 5.1. There is no default since the subject Supply Contract Agreements have been issued under the Saubhagya Scheme. Under the provisions of this scheme, the Corporate Debtor is merely a custodian of funds released to be released by the Central Government for the State of Meghalaya for effective implementation of this scheme. Unless the Government of Meghalaya gives an approval, fund from REC cannot be utilized. The Operational Creditor being a contractor under the Saubhagya Scheme is bound to comply with its terms and conditions. The Corporate Debtor is neither liable for any payment nor have control on the payment process and it is mere facilitator of the process.
- 5.2. There were allegations of fraud and corruption against the Operational Creditor and governmental enquiry and verifications have been under process. It is in furtherance of such allegations that the State of Meghalaya constituted an Independent Inquiry Committee for carrying out inquiry, recording findings and making recommendations with respect to aspects of functioning of the Applicant entity along with subsidiaries covering a period from 01.04.2010 to 31.03.2021. This enquiry was to specifically look into compliance with the rules and regulations governing the procurements done by the applicant along with major procurements made under the central government sponsored schemes, state funded schemes as well as externally aided projects.
- 5.3. Consequently, the Department of Power, Government of Meghalaya, (“DoP, GoM”) itself restricted Corporate Debtor from making payments of any contractors engaged under the Saubhagya Scheme till the Inquiry Committee report is received by the DoP, GoM and verification of work done documents are submitted to the DoP, GoM and approval for payment is received.
- 5.4. In view of the facts mentioned above, the applicant prays for the following relief(s):
- a) *Admit the present interlocutory application and allow the additional documents to be taken on record; and*
 - b) *Dismiss the Company Petition (IB) 09 of 2024 in light of the additional documents submitted by way of this Interlocutory Application; and/or*



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- c) *Pass such order that this Hon'ble Tribunal may deem fit and proper in the facts and circumstances of the present case.*

6. Submissions by the Corporate Debtor:

- 6.1. This Convenience Note is being submitted by the Corporate Debtor in compliance with the directions passed by this Tribunal vide order dated 05.05.2025, in the captioned Section 9 Petition under Code, filed by the Operational Creditor, as well as in reference to the Interlocutory Application being IA(IBC)/188/GB/2024 (“Section 10A Application”) filed by the Corporate Debtor seeking dismissal of the said Petition.
- 6.2. The instant Petition has been filed by the Operational Creditor in relation to alleged outstanding payments under two separate Supply Contract Agreements entered between the parties in furtherance of the Saubhagya Scheme, namely:
- a) Supply Contract dated 04.03.2019 for Package A, and
 - b) Supply Contract dated 02.09.2019 for Package B.
- 6.3. This Petition is liable to be dismissed, *inter alia*, on the following legal grounds, which are elaborated in the following paragraphs:
- i. Bar under Section 10A of Code;
 - ii. Absence of default;
 - iii. Existence of pre-existing dispute;
 - iv. Invalidity of Section 8 Demand Notice rendering the Petition non-maintainable;
 - v. The Corporate Debtor is a government entity created under a statutory scheme and is acting as an extended limb of the State Government;
 - vi. The Code does not allow segregation of claims post filing of the petition;
 - vii. The Operational Creditor is misusing Code as a recovery tool;



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viii. The contractual disputes between Operational Creditor and Corporate Debtor arising under the Saubhagya Scheme are not amenable to proceedings under the Code.

BAR UNDER SECTION 10A OF CODE

6.4. The majority of the invoices raised by the Operational Creditor pertain to the prohibited period under Section 10A of the Code, i.e. between 25.03.2020 to 24.03.2021. Barring five invoices amounting to a total of INR 14,33,020/-, all other claims fall squarely within the suspended period. The invoices raised after 25.03.2021, post the prohibited period, are tabulated below:

Date	Invoice No.	Amount (INR)
01.04.2021	GST/ML/21-22/001	2,32,391
01.04.2021	GST/ML/21-22/002	27,688
02.04.2021	GST/ML/21-22/003	2,66,887
16.04.2021	GST/ML/21-22/004	5,30,021
22.04.2021	GST/ML/21-22/005	3,76,033
	Total	14,33,020

6.5. Thus, even assuming, without admitting, that claims outside the 10A period are maintainable, the total value of such invoices amounts to only INR 14,33,020/-, which is below the threshold of INR 1 Crore as stipulated under Section 4 of the Code. Thus, the Petition is liable to be rejected on this ground alone. Consequently, in the absence of any qualifying default over Rs. 1 crore outside the prohibited period, the Petition is non-maintainable.

MULTIPLE DATES OF DEFAULT: INCONSISTENCY IN SECTION 8 AND 9 FILINGS

6.6. The Operational Creditor has provided inconsistent and legally impermissible declarations of default. The Section 8 Demand Notice mentions the "date of default"



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as 20.10.2022 as well as the dates of respective invoices. The Section 9 Application, however, inconsistently mentions the date of default as:

“The date of issuance of Completion Certificate by the Corporate Debtor i.e. 20.10.2022 as well as the date of invoices which range from 01.05.2020 to 22.04.2021.”

- 6.7. Such ambiguous and inconsistent pleading of multiple dates of default is impermissible under law and renders the application vitiated. The Operational Creditor has failed to demonstrate why the invoices allegedly became payable on the date of Completion Certificate, particularly in light of the fact that Completion Certificates were issued on 25.05.2021 (Package B) and 20.10.2022 (Package A) respectively.

DUE DATE = INVOICE DATE – NO CONTRACTUAL STIPULATION TO THE CONTRARY

- 6.8. It is legally impermissible to claim multiple dates of default. As per established jurisprudence, if no credit terms are specified, in the absence of a specific timeline for payment stipulated in the invoices or contract, the due date is deemed to be the date of the invoice itself. This has been held by the Hon’ble NCLT Mumbai in *OM Industries v. Birla Precision Technologies Ltd., 2023 SCC OnLine NCLT 419*, at Para 17.
- 6.9. Further, the Operational Creditor has in Part IV of its Section 9 Petition, and also in the Section 8 Demand Notice, admitted that the *“date of default is the date of invoices ranging from 01.05.2020 to 22.04.2021.”*
- 6.10. The Operational Creditor’s own conduct also belies its reliance on the Completion Certificate date. Interest has been calculated by the Operational Creditor on unpaid invoices from dates prior to 20.10.2022, thereby contradicting its own assertions, indicating that the Operational Creditor itself treated invoices as due well before the issuance of the Completion Certificate.

NO DEFAULT EXISTS IN TERMS OF THE SAUBHAGYA SCHEME



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- 6.11. The subject Supply Contract Agreements, dated 04.03.2019 (package A) and 02.09.2019 (Package B) were executed under the Government of India's Saubhagya Scheme. The Corporate Debtor is merely the custodian of funds to be disbursed by the Central Government and has no authority to independently disburse payments without fulfilling the preconditions of the scheme.
- 6.12. As per para 5 of the Office Memorandum dated 11.10.2017, 85% of the budgeted cost is borne by the Central Government, 5% by the State Government, and 10% from loan sources. Para 4.4 of the Saubhagya Guidelines clearly stipulates that the implementing agencies are only custodians of the funds and cannot disburse funds at their discretion.
- 6.13. In the present case, such preconditions have not been met. Accordingly, no default can be alleged against the Corporate Debtor, and the Operational Creditor's remedy, if any, lies under public law or before the appropriate government authorities, not under the Code.

PRE-EXISTING DISPUTE

- 6.14. The Petition is also liable to be dismissed under **Section 8(2)(a) of the Code** in view of the pre-existing disputes between the parties, which are evident and documented.
- 6.15. The pricing and procurement under the subject contracts were subject to serious allegations of fraud and irregularities, leading to:
- i. Constitution of an Independent Inquiry Committee by the DoP, GoM vide Notification dated 29.07.2021, for investigating all procurements including those under the Saubhagya Scheme involving Operational Creditor.
 - ii. Issuance of direction dated 19.08.2021 by the DoP, GoM, restraining the Corporate Debtor from making any payments to contractors engaged under the scheme, including the Operational Creditor, until the completion of the inquiry and verification of work.



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6.16. The existence of dispute is further established through:

- i. CAG Report highlighting avoidable expenditure of Rs. 156.14 crores under Saubhagya, naming Operational Creditor as a beneficiary of irregularities.
- ii. Media reports alleging a Rs. 149 crore scam under the Saubhagya Scheme involving Satnam Global.
- iii. Complaint filed before Meghalaya Lokayukta raising corruption charges related to Operational Creditor.
- iv. Corporate Debtor's Reply to the Demand Notice dated 26.04.2024, explicitly citing restrictions imposed by the DoP, GoM in making payments.

6.17. A chronology of events is tabulated below, demonstrating the ongoing nature of the dispute prior to the issuance of the Demand Notice:

S. No.	Date	Event
1	Nov 2020	News reports emerge regarding scam under Saubhagya Scheme involving Operational Creditor
2	05.07.2021	News article alleges Rs. 149 Cr scam favoring Satnam Global
3	29.07.2021	Independent Inquiry Committee constituted by DoP, GoM
4	19.08.2021	DoP, GoM directs Corporate Debtor to withhold payments pending inquiry and verification

6.18. It is evident that prior to the date of alleged default, dispute existed between the parties with regard to the validity of invoices, eligibility of payments, and the conduct of the Operational Creditor. Thus, the mandatory conditions under Section 9(5)(ii)(d) are not satisfied, attracting the bar under Section 8(2)(a) of the Code.

6.19. On 19.08.2021, the DoP, GoM, issued a directive to the Corporate Debtor stipulating that all payments to contractors under the Saubhagya Scheme would be



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subject to comprehensive verification of the work executed. The said directive specifically mandated that:

- i. no further release of funds under the scheme shall be made to contractors or suppliers until the report of the Inquiry Committee is received; and
- ii. Corporate Debtor must undertake appropriate documentation and verification of the completed work, along with photographic evidence, and submit the same to the DoP, GoM prior to releasing any balance payment.

6.20. Subsequently, on 10.02.2023, the DoP, GoM, addressed a communication to the REC, reaffirming that the Corporate Debtor was directed to withhold all payments to contractors or suppliers under the scheme. The said directive clearly states that no payments shall be disbursed until such time as the Cabinet of the Government of Meghalaya accords approval regarding the future course of action in respect of the implementation of the Saubhagya Scheme.

6.21. On 22.09.2023, the Report of the CAG titled ***“Report on Social and Economic Sectors for the year ended 31st March 2022 – Government of Meghalaya”*** was published. The said CAG Report, *inter alia*, unearthed grave financial and procedural irregularities in the execution of the Saubhagya Scheme, and specifically named M/s Satnam Global Infraprojects Limited as a key entity involved in such lapses.

6.22. The CAG Report disclosed, *inter alia*, that an “avoidable expenditure” to the tune of Rs. 156.14 Crores was incurred due to the decision of the Corporate Debtor to award contracts under the Saubhagya Scheme at inflated rates, contrary to advisories issued by the Cabinet Secretary. Despite assurances given to the Cabinet Secretary, the Corporate Debtor proceeded to negotiate rates with the contractors, M/s Satnam Global and M/s Onycon Enterprises, on 24.12.2018, following which the contractors marginally reduced their quotes by 5%, which still remained significantly above the estimated costs (50–54%). The Corporate Debtor subsequently issued Letters of Award (LoA) on 25.02.2019 and 05.03.2019 respectively, at tender values



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of Rs. 260.04 Crores (Package A) and Rs. 275.66 Crores (Package B). This led to a significant financial burden due to the substantial discrepancy between departmental rates and the tendered rates, as detailed in Tables 3.3.1 and 3.3.2 of the CAG Report.

6.23. The CAG Report further highlighted serious non-compliance with insurance obligations by the Turnkey Contractors (TKCs), particularly regarding reimbursement of insurance premiums without requisite supporting documentation. It was noted that the Corporate Debtor reimbursed Rs. 1.97 Crores towards insurance charges; however, certified copies of insurance policies were available only for Rs. 58,25,285.

6.24. The remaining amount of Rs. 1.96 Crores was disbursed without any supporting insurance documents, thereby resulting in undue financial benefit to the contractors, including M/s Satnam Global and M/s Onycon Enterprises. It was further observed that joint insurance policies in the names of both the Employer and the Contractor, as required under the bidding documents, were not obtained, nor was prior approval of the Corporate Debtor sought. While the Corporate Debtor stated that contractors had been directed to furnish insurance certificates in April 2021 and November 2022, no such documents had been submitted as of March 2023. The audit's findings and the Department's own admissions confirm a blatant disregard for internal due diligence mechanisms and financial prudence.

6.25. On 26.04.2024, despite having knowledge of ongoing investigations in the underlying disputes, the Operational Creditor proceeded to issue a demand notice under Section 8 of the Code, without disclosing or acknowledging the pending internal and governmental verifications and proceedings.

6.26. In response, the Corporate Debtor, by communication dated 13.05.2024, clarified that the verification process was an internal administrative matter and that such proceedings did not constitute refusal or inability to pay. The Corporate Debtor reiterated that payments would be released subject to procedural compliance.



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- 6.27. Thereafter, on 23.07.2024, a formal complaint was registered before the Meghalaya Lokayukta under Section 13(1)(a) of the Prevention of Corruption Act, 1988, alleging that public servants during the year 2018 had dishonestly or fraudulently misappropriated government property placed under their custody.
- 6.28. The Operational Creditor cannot deny the existence of a pre-existing dispute, especially when it has itself annexed a newspaper article in its rejoinder acknowledging the ongoing verification had allegedly concluded. The said article simultaneously acknowledges the constitution of an independent committee to investigate the transactions under the Saubhagya Scheme. Further, the Corporate Debtor had consistently communicated, including in formal meetings, about the ongoing internal verification and the anti-corruption proceedings.
- 6.29. As held in *Mobilox Innovations Pvt. Ltd. v. Kirusa Software Pvt. Ltd. (2018) 1 SCC 353*, Para 51, where there exists a prior dispute, the Adjudicating Authority is mandated to reject the petition under Section 9 of the Code.

INVALIDITY OF SECTION 8 DEMAND NOTICE VITIATES SECTION 9 APPLICATION

- 6.30. The Section 8 Demand Notice issued by the Operational Creditor includes claims falling within the exclusionary period under Section 10A of the Code, thereby rendering the said notice invalid. Consequently, the filing of the Section 9 application based on the same claims, including invoices from the restricted period, is also rendered non-maintainable.
- 6.31. In *Yatra Online Ltd. v. Ezeego One Travel and Tours Ltd. (Company Appeal (AT) (Insolvency) No. 387 of 2023)*, the Hon'ble NCLAT held that a creditor cannot revise the amount of default in the Section 9 application to circumvent the bar under Section 10A, and that the Operational Creditor must only submit valid claims.



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6.32. In *Redpro Construction v. Skyline Infratech*, NCLT IB 309/ND/2022, Order dated 16.10.2023, it was categorically held that an application under Section 9 is maintainable only in respect of valid claims, and that where default claims fall within the 10A exclusion period, the entire application becomes invalid due to non-segregability of such claims.

6.33. The Code does not provide for any mechanism enabling the segregation of claims post-filing of Form-5. Therefore, once the claim is filed, the Operational Creditor cannot revise or segregate the claims into valid and invalid components during the pendency of proceedings before the Tribunal.

CORPORATE DEBTOR IS A GOVERNMENT ENTITY CREATED UNDER STATUTE

6.34. The Corporate Debtor is a statutory entity constituted under the Meghalaya Power Sector Reforms Transfer Scheme, 2010, whose core function is the distribution of electricity within the State of Meghalaya.

6.35. The Meghalaya Energy Corporation Limited (MeECL) is the holding company of the Corporate Debtor, and is 100% owned by the Government of Meghalaya. Thus, the Corporate Debtor is fully controlled by the State Government, acting as its instrumentality in the electricity distribution sector.

6.36. A majority of the Directors on the Board of the Corporate Debtor are Government Officers. Among them, several are Indian Administrative Service Officers, including one who formerly served as Special Secretary (Law) of the State Government. Consequently, it is evident that the Corporate Debtor, being a government company, operates strictly under the directions of the State Government.

6.37. The DoP, GoM, vide Letter dated 19.08.2021, specifically directed the Corporate Debtor to withhold all payments till the enquiry proceedings were concluded and formal approval for disbursement was issued.



6.38. It is submitted that the Corporate Debtor, being an extended limb of the State, is duty-bound to act fairly, transparently, and in accordance with the directions of the Government of Meghalaya. Any deviation would not only contravene administrative protocols but would also undermine the statutory scheme under which the Corporate Debtor operates.

THE OPERATIONAL CREDITOR IS MISUSING THE CODE AS A RECOVERY MECHANISM

6.39. It is respectfully submitted that the Corporate Debtor is merely a custodian of the funds disbursed under the Saubhagya Scheme, and being a government entity, it is bound by the directions and restrictions imposed by the State Government. The invocation of the provisions of the Code against the Corporate Debtor, who has no independent discretion to release payments under the scheme until the verification and anti-corruption proceedings are complete, is a blatant misuse of the insolvency framework.

6.40. The Operational Creditor is well aware that payments have been withheld due to the pending process of verification and inquiries initiated against several officers and agencies involved in the implementation of the scheme. These are matters which fall squarely within the ambit of public accountability and administrative scrutiny, not commercial insolvency.

6.41. It is a settled proposition of law that the object of the Code is not recovery of money but the resolution and revival of distressed entities. In the present case, there is no financial distress or inability to pay on the part of the Corporate Debtor. Rather, the payments are stalled due to systemic and policy-linked compliance issues arising out of the Saubhagya Scheme.

6.42. The Operational Creditor is attempting to employ the machinery of insolvency proceedings for enforcing a monetary claim in contravention of the settled principle that the Code is not a substitute for debt recovery proceedings. Reliance is placed on



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the judgment of the Hon'ble Supreme Court in *HPCL Biofuels Ltd. v. Shahaji Bhanudas Bhad*, 2024 SCC OnLine SC 3190, paras 99–102, wherein it was categorically held that proceedings under Section 9 of the Code cannot be used as a coercive tool for recovery of disputed claims or to bypass the legitimate contractual and statutory obligations of a public utility entity.

THE AGREEMENT INVOLVES POLICY CONSIDERATIONS NOT AMENABLE TO ADJUDICATION UNDER CODE

- 6.43. It is further submitted that the present petition under Section 9 of the Code pertains to obligations arising under a contract governed by the Saubhagya Scheme, a government initiative involving disbursement of public funds through a layered administrative mechanism. The Operational Creditor has chosen to proceed against the Corporate Debtor, who is only the custodian and implementer of the scheme and does not possess unilateral authority to make payments independent of verification and administrative approvals.
- 6.44. It is pertinent to note that if the Operational Creditor is aggrieved by the delay in disbursement of payments due to procedural mandates or directives issued by the State Government, the appropriate forum for such challenge would be the High Court in its writ jurisdiction under Article 226 of the Constitution of India. The Operational Creditor may challenge the administrative decision or the vires of the Saubhagya Scheme, if so advised, but cannot invoke the summary insolvency process under the Code to circumvent statutory and policy frameworks.
- 6.45. The scheme-related restrictions imposed by the State Government on the release of funds are matters of policy and public interest, and fall outside the scope of adjudication under the Code framework, which is intended for commercial disputes involving insolvency and not disputes relating to administrative compliance, public procurement, or audit inquiries. Therefore, the entire petition is misconceived and not maintainable in law.



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7. We have heard the learned Counsels for the Operational Creditor and the Corporate Debtor at length and perused the pleadings, documents, and material placed on record. The relevant documents annexed with the respective submissions have been perused. From the submissions of the Learned Counsel for the Parties and materials on record, the following issues arise for consideration :-
- 8. The First Issue - Whether the CIRP can be initiated against the Corporate Debtor, a State Government Company?**
- 8.1. The Corporate Debtor, while not wholly disputing the underlying contractual transactions, has resisted the maintainability of the petition primarily on the ground that it is a Government Company. It has been urged that the Corporate Debtor is a Government Company engaged in electricity distribution across the State of Meghalaya, and functions merely a custodian of government funds under schemes such as the Saubhagya Scheme. According to the Corporate Debtor, disbursement of funds is contingent upon the release and verification by the State Government, and any delay or non-payment is a result of systemic policy-linked constraints rather than financial distress. It is argued that being an “extended limb of the State,” the Corporate Debtor should not be subjected to insolvency proceedings under the Code.
- 8.2. The Operational Creditor has contested these submissions by asserting that the Corporate Debtor, being a company incorporated under the Companies Act, and, therefore, falls squarely within the ambit of “corporate persons” under Section 3(7) of the Code. The Operational Creditor has drawn attention to the fact that the Corporate Debtor had, under the same contract, previously made payments of more than Rs. 379 Crore to the Operational Creditor, without requiring prior approval of the State government. This, according to the Operational Creditor, belies the contention that the Corporate Debtor is merely a custodian of funds without independent authority, lacks autonomy or is merely a conduit of the State Government.



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- 8.3. The Tribunal notes that the Master Data of the Corporate Debtor on the MCA portal explicitly records the subcategory of the Corporate Debtor is registered as "State Government Company" under the Companies Act. Section 2(20) of the Companies Act defines company as "*a company incorporated under this Act or under any previous company law.*" While Section 2(45) of the Companies Act, 2013 defines Government company as "*any company in which not less than fifty-one per cent of the paid-up share capital is held by the Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one or more State Governments, and includes a company which is a subsidiary company of such a Government company.*"
- 8.4. A conjoint reading makes it clear that a Government Company is, first and foremost, a company incorporated under the Companies Act, and its status as a "Government Company" is merely a sub-category based on ownership of shareholding. Its juristic character remains that of a company under law.
- 8.5. Section 3(7) of the Code defines "corporate person" to include "*a company as defined in Section 2(20) of the Companies Act, 2013...*". Thus, Government Companies are not excluded from the purview of the Code. On the contrary, they are expressly included as "corporate persons." The legislative scheme of the Code is of universal application to all companies incorporated under the Companies Act, unless specifically exempted. No such exemption exists for Government Companies.
- 8.6. The Hon'ble Supreme Court in ***Hindustan Construction Company Limited v. Union of India WP (Civil) No. 1074 of 2019*** drew a clear distinction between statutory government bodies such as the National Highways Authority of India (NHAI), created by statute to perform sovereign functions, and government companies incorporated under the Companies Act. While the former, being statutory authorities, are immune from insolvency proceedings, the latter, though government-owned, remain amenable to the Code. The Court observed that –



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“63. From a conspectus of the above provisions, what is clear is that NHAI is a statutory body which functions as an extended limb of the Central Government, and performs governmental functions which obviously cannot be taken over by a resolution professional under the Insolvency Code, or by any other corporate body. Nor can such Authority ultimately be wound-up under the Insolvency Code. For all these reasons, it is not possible to accede to Dr. Singhvi’s argument to either read in, or read down, the definition of ‘corporate person’ in Section 3(7) of the Insolvency Code”

- 8.7. The Hon'ble Supreme Court, thus, held that a CIRP can be initiated against a government company by virtue of it being covered under the first part of 'corporate person' as provided in section 3(7) of the Code. The Court cleared that NHPC, NTPC and IRCON, being Public Sector Undertakings are government companies incorporated under the Companies Act, and they would be covered within the section 3(7) of the Code. However, the Supreme Court also laid down that so far as the NHAI is concerned, referred to the Statement of Objects and Reasons of the National Highways Authority of India Act, 1988 and some sections of the said Act to show that NHAI is a statutory body which functions as an extended limb of the Central Government, and carries out the sovereign function of laying down national highways. The Code cannot be used against such a statutory body, because no resolution professional or private individual can take over the management of such body, as it performs sovereign functions, nor can such body be driven to insolvency under the Code.
- 8.8. In the present case, the Corporate Debtor is not a statutory authority constituted under an enactment to perform sovereign functions but a Public Limited Company incorporated under the Companies Act, 2013. The Corporate Debtor’s previous conduct in making substantial payments to the Operational Creditor without State approval demonstrates its functional autonomy inconsistent with the plea of being merely an “extended limb of the State.”



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8.9. In view of the above discussion, we are unable to accept the plea of the Corporate Debtor that it stands outside the purview of the Code. The Corporate Debtor, being a State Government Company incorporated under the Companies Act, 2013, squarely falls within the definition of “corporate person” under Section 3(7) of the Code. The petition is, therefore, maintainable. Hence, this issue is decided in favour of the Petitioner.

9. The Second Issue - Whether the petition is barred under Section 10A of the Code?

9.1. The Corporate Debtor has raised a preliminary objection that the company petition is barred by virtue of Section 10A of the Code. It is contended that the majority of the invoices forming the basis of the claim were raised during the prohibited window i.e., between 25.03.2020 to 24.03.2021, when initiation of CIRP was statutorily barred. According to the Corporate Debtor, only five invoices, amounting to Rs. 14,33,020, fall outside the Section 10A period. Since this amount is well below the statutory threshold of Rs. 1 Crore stipulated in Section 4 of the Code, the petition, in their submission, is not maintainable. The Corporate Debtor further contends that the claim cannot be artificially “split” into valid and invalid components. Therefore, the entire petition must fail.

9.2. While the Operational Creditor contends that the default occurred on or after the date of the Completion Certificate for Package A, i.e. 20.10.2022, which would place it outside the Section 10A bar.

9.3. Section 10A of the Code reads as follows:

Section 10A: Suspension of initiation of corporate insolvency resolution process.

10A. Notwithstanding anything contained in sections 7, 9 and 10, no application for initiation of corporate insolvency resolution process of a corporate debtor shall be filed, for any default arising on or after 25th March, 2020 for a period of six months or such further period, not exceeding one year from such date, as may be notified² in this behalf:



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Provided that no application shall ever be filed for initiation of corporate insolvency resolution process of a corporate debtor for the said default occurring during the said period.

Explanation. – For the removal of doubts, it is hereby clarified that the provisions of this section shall not apply to any default committed under the said sections before 25th March, 2020.

The Explanation makes it abundantly clear that defaults committed prior to 25.03.2020 are unaffected.

- 9.4. The Hon'ble Supreme Court, in ***Ramesh Kymal vs. Siemens Gamesa Renewable Power Pvt. Ltd. (2021) 3 SCC 224***, in agreement with the view taken by the NCLAT, clarified the scope of Section 10A, as follows:

*“no scope for initiation of CIRP of a Corporate Debtor at the instance of eligible applicant in respect of Default arising **on or after 25th March, 2020** as the provision engrafted in Section 10A clearly bars filing of such application by the eligible applicant for initiation of CIRP of Corporate Debtor in respect of such default. The bar created is **retrospective** as the cut-off date has been fixed as 25th March, 2020 while the newly inserted Section 10A introduced through the Ordinance has come into effect on **5th June, 2020**. The object of the legislation has been to suspend operation of Sections 7, 9 & 10 in respect of defaults arising on or after 25th March, 2020 i.e. the date on which Nationwide lockdown was enforced disrupting normal business operations and impacting the economy globally. Indeed, the explanation removes the doubt by clarifying that such bar shall not operate in respect of any default committed **prior to 25th March, 2020.**”*

- 9.5. In ***M/s VPR Mining Private Ltd. Versus M/s Gajraj Mining Private Limited NCLAT, New Delhi Company Appeal (AT) (Ins) No. 1546 of 2024 (23.05.2025)***, the court observed as follows:

“36. Issue No. (I) Whether, the application filed by the Appellant under Section 9 of the Code before the Adjudicating Authority was hit by Section 10A of the Code or not....



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...(xiv) Therefore, a crucial aspect here involves correctly identifying the nature of the debt owed, particularly whether it arises from running bills or fixed invoice based bills, as this classification can influence the determination of default for initiating CIRP. Section 3(12) of the Code defines 'default' as the "non-payment of debt when whole or any part or instalment of the amount of debt has become due and payable and is not repaid". This definition is pivotal when considering scenarios involving partial payments against the bills raised, paid and remaining outstanding amount. We need to differentiate between running bills and fixed invoice-based bills in the context of initiating CIRP for outstanding payments, while considering the temporal limitations imposed by Section 10A of the Code.

(xv) We have already noted that running bills are a common invoicing method employed in long-term projects, particularly within the construction and engineering sectors, where work is executed over an extended period. These invoices are typically submitted periodically, often monthly, and claim payment for the work completed up to a specific point in time. The amount claimed in a running bill is usually based on the percentage of physical work completed or the achievement of pre-defined milestones within a specific billing cycle, which helps to ensure a regular influx of funds for the contractor, facilitating the ongoing execution of the project, and allows the Corporate Debtor or the owner of the project to track progress and manage payments accordingly. The MB is typically jointly verified and signed by representatives of both the Corporate Debtor/ owner and the contractor, adding to its authenticity and reliability. Following the recording of measurements in the MB, the contractor submits a Running Account Bill (RA Bill), which is a regular invoice, detailing the work performed up to a specific date, directly referencing the measurements documented in the MB. RA Bills typically provide a comprehensive breakdown of the completed work, including measurements of various items, their corresponding unit rates and prices, the percentage of work completed during the billing period, any variations in the initially estimated quantities, and details of retentions and deductions. Part payment against a running bill would generally reduce the outstanding amount pertaining to the specific work certified and recorded in the MB and claimed in the RA Bill up to that particular billing cycle.



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(xvi) In contrast to running bills, fixed invoice-based bills involve a predetermined price agreed upon between the contractor and the Corporate Debtor/ owner for a specific project or a defined set of deliverables, often established before the work commences and includes examples like lump sum contracts where a single, fixed price covers the entire project , milestone-based payments where invoices are raised and payments are made upon the successful completion of pre-defined stages or milestones in the project , and recurring billing where a fixed amount is invoiced at regular intervals, such as monthly or quarterly, irrespective of the actual amount of work performed during that period. These types of bills typically outline defined deliverables and a clear scope of work, ensuring both parties have a mutual understanding of the obligations and the expected outcomes. Invoicing under a fixed price arrangement is usually tied to the achievement of agreed-upon milestones or the final completion of the project.

(xvii) Debts arising from both running bills and fixed invoice-based bills will fall under the definition of operational debt as per Section 5(21) of the Code, which defines operational debt as "a claim in respect of the provision of goods or services including employment or a debt in respect of the payment of dues arising under any law for the time being in force and payable to the Central Government, any State Government or any local authority". Section 3(11) of the Code provides a broader definition of 'debt' as "a liability or obligation in respect of a claim which is due from any person and includes a financial debt and operational debt". This encompasses the financial obligations arising from the provision of goods or services, regardless of whether they are documented through running bills or fixed invoices. The concept of 'default' under the Code, as defined in Section 3(12), is crucial when considering part payments as the definition explicitly includes the non-payment of any part of a due debt, implying that even after a partial payment, a default exists for the remaining outstanding amount. Therefore, a part payment does not necessarily negate the occurrence of a default; it merely reduces the quantum of the debt that remains unpaid. Thus, even if a part payment has been made, CIRP can still be initiated if the remaining unpaid amount meets or exceeds the threshold of Rs. 1 Crore.

(xviii) Section 10A of the Code introduced a suspension on the initiation of CIRP under Sections 7, 9, and 10 for any default arising on or after March 25, 2020, and before March 25, 2021.



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This bar on initiating CIRP for defaults within this specified period is absolute. For both running bills and fixed invoices, if the date of default for the non-payment of the whole or any part of the bill (after accounting for any part payment) falls within the Section 10A period, then CIRP cannot be initiated for that particular instance of default. However, if the date of default for a running bill or a fixed invoice occurred before March 25, 2020, and the default continued into or after the Section 10A period, the bar under Section 10A does not apply. Therefore, when considering initiating CIRP for part payment defaults related to running bills or fixed invoices, it is crucial to accurately determine the date of default for the unpaid amount. If this date falls within the Section 10A moratorium, CIRP is barred for that specific default. However, defaults originating before this period and continuing thereafter are not protected by Section 10A.

*(xix) We observe that in **Ramesh Kymal v. Siemens Gamesa Renewable Power Pvt. Ltd., [(2021) 3 SCC 224]** the Hon'ble Supreme Court of India unequivocally clarified that Section 10A imposes an absolute bar on initiating CIRP for defaults occurring during the period from March 25, 2020, to March 24, 2021."*

9.6. This judgement is squarely applicable to the present case. In the present case, while several invoices were indeed raised from 01.05.2020 to 22.04.2021, which includes the prohibited period, the Operational Creditor has asserted that the claim was never treated as finally due until the issuance of the Completion Certificate on 20.10.2022, at which point the entire liability stood crystallized, which occurred much after the expiry of the Section 10A bar. Thus, the entire operational debt, amounting to Rs. 96,10,90,889.83, stood crystallised as a continuing liability on 20.10.2022, and the default is to be reckoned from that date. Furthermore, it is to be mentioned here that during the prohibited period, the Corporate Debtor has paid approximately Rs. 379 crores against the invoices which were issued after execution of the contract deed from the year 2019 onwards and running up to April 2021. It is not in dispute that invoices were issued in the year 2019 onwards.

9.7. For the sake of argument, even if the date of default is taken as the dates of invoices, the record shows that invoices were raised between 2019 and 24.04.2021. While



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some invoices admittedly fall within the exclusion period under Section 10A, the last invoice dated 24.04.2021 is beyond 24.03.2021 and, therefore, not hit by the statutory bar. Further, the Completion Certificate dated 20.10.2022 issued by the Corporate Debtor itself crystallised the liability in any case. Thus, whether reckoned from the last invoice or from the Completion Certificate, the date of default falls outside the Section 10A period.

- 9.8. The Code itself does not mandate a single date of default. Section 3(12) defines “default” in broad terms to include non-payment of “whole or any part or instalment” of a debt when due. Each unpaid invoice can therefore give rise to a separate default.
- 9.9. Upon careful consideration, this Tribunal finds merit in the contention of the Operational Creditor. Section 10A is attracted only where the “default” itself arose during the prohibited window i.e. 25.03.2020 to 24.03.2021. In this case, the default cannot be said to have arisen until the completion of the contract and issuance of the Completion Certificate, as it is only then that the liability became final and undisputed. The plea of the Corporate Debtor that claims must be segregated invoice-wise, and that only ₹14,33,020 survives, is untenable, since the contract was indivisible and the operational debt is a composite liability crystallised on 20.10.2022, i.e. the date when completion certificate was issued.
- 9.10. Accordingly, this Tribunal holds that the present claim is not barred under Section 10A of the Code. The debt, having crystallised on 20.10.2022, is well beyond the suspension period and represents a single operational debt exceeding the minimum threshold prescribed under Section 4. Therefore, **IA(IBC)/188/GB/2024** is liable to be dismissed as the objection raised by the Corporate Debtor is not tenable in the eyes of law. Hence, this issue is decided in favour of the Petitioner. Accordingly, this IA is disposed of in the light of above observations.

10. The Third Issue - Whether a bona fide pre-existing dispute existed prior to the issuance of statutory demand notice under Section 8 of the Code?



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- 10.1. In the present case, the Operational Creditor has placed on record two separate Completion Certificates issued by the Director (Distribution) of the Corporate Debtor itself. The first, dated 25.05.2021, pertains to Package-B of the Saubhagya Scheme and explicitly states that the *"Implementation of the works is found to be satisfactory"*. The second certificate, dated 20.10.2022, for Package-A, similarly certifies that the Operational Creditor *"successfully completed"* the supply and erection works. Pursuant thereto, it raised final bills on 30.11.2023 for Rs. 61,46,37,444/- along with interest, bringing the aggregate outstanding to Rs. 96,10,90,889.83/- as on 27.05.2024. Despite repeated follow-ups, including emails dated 02.12.2023 and 20.12.2023, the Corporate Debtor failed to discharge its admitted liability. It is contended that no dispute was raised as to quality or quantity of work, and the default is clear. The statutory demand notice dated 26.04.2024 and duly served, but elicited neither payment nor reply within the statutory period.
- 10.2. On the other hand, the Ld. Senior Counsel for the Corporate Debtor has strenuously urged that the present application is not maintainable in view of an alleged "pre-existing dispute." Reliance is placed upon the letter dated 13.05.2024 issued by the Corporate Debtor to the Operational Creditor in response to the demand notice dated 26.04.2024, wherein it was stated, *"We have perused our record. Upon perusal, we are hereby disputing your claim and are denying liabilities as mentioned in your notice."*
- 10.3. A dispute under the Code must be a "pre-existing" one. This means the dispute must be raised *before* the operational creditor sends the demand notice. In this regard, Section 8(2)(a) of the Code mandates that the corporate debtor, within ten days of receipt of the demand notice, may bring to the notice of the operational creditor the existence of a dispute or the record of the pendency of a suit or arbitration proceeding in relation to such dispute.

Section 8. Insolvency resolution by operational creditor.



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(2) *The corporate debtor shall, within a period of ten days of the receipt of the demand notice or copy of the invoice mentioned in sub-section (1) bring to the notice of the operational creditor*

A. *existence of a dispute, 1 [if any, or] record of the pendency of the suit or arbitration proceedings filed before the receipt of such notice or invoice in relation to such dispute*

10.4. The Hon'ble Apex Court in the case of ***Mobilox Innovations Private Limited Vs Kirusa Software Private Limited reported in (2018) 1 SCC 353*** was pleased to hold that "*within a period of 10 days of the receipt of such demand notice or copy of invoice, the corporate debtor must bring the notice of the operational creditor the existence of a dispute and/or the record of the pendency of a suit or arbitration proceeding filed before the receipt of such notice or invoice in relation to such dispute*".

10.5. In the instant case, the demand notice was issued on 26.04.2024. The reply dated 13.05.2024 was admittedly sent beyond the statutory period of ten days. The belated reply cannot satisfy the mandate of Section 8(2)(a) of the Code, and hence is not admissible in law for the purposes of establishing a dispute. Since, this reply is inadmissible, therefore, mere mentioning of the existence of a pre-existing dispute is not acceptable. The Corporate Debtor cannot simply raise a dispute after receiving a demand notice to avoid insolvency proceedings.

10.6. Moreover, on perusal of the letter dated 13.05.2024 issued by the Corporate Debtor, it appears that no specific dispute has been mentioned in the letter. A bare denial of liability without reference to quality of goods, breach of terms, or pending proceedings does not amount to "dispute" as defined under Section 5(6) of the Code. Section 5(6) of the Code defines "dispute" in inclusive terms, covering not only suits or arbitration but also proceedings before consumer forums, tribunals, or labor courts. It reads as follows -

5.(6) *"dispute" includes a suit or arbitration proceedings relating to-*

(a) *the existence of the amount of debt;*

(b) *the quality of goods or service;*



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(c) or the breach of a representation or warranty:

10.7. The Hon'ble Supreme Court in the case of ***Mobilox Innovations (P) Ltd. Vs. Kirusa Software (P) Ltd. (2018) 1 SCC 353***, held –

“40. it is clear, therefore, that once the operational creditor has filed an application, which is otherwise complete, the adjudicating authority must reject the application under Section 9(5)(2)(d) if notice of dispute has been received by the operational creditor or there is a record of dispute in the information utility. It is clear that such notice must bring to the notice of the operational creditor the "existence" of a dispute or the fact that a suit or arbitration proceeding relating to a dispute is pending between the parties. Therefore, all that the adjudicating authority is to see at this stage is whether there is a plausible contention which requires further investigation and that the "dispute" is not a patently feeble legal argument or an assertion of fact unsupported by evidence. It is important to separate the grain from the chaff and to reject a spurious defence which is mere bluster. However, in doing so, the Court does not need to be satisfied that the defence is likely to succeed. The Court does not at this stage examine the merits of the dispute except to the extent indicated above. So long as a dispute truly exists in fact and is not spurious, hypothetical or illusory, the adjudicating authority has to reject the application.”

10.8. It is further noted that the Operational Creditor again issued a demand notice dated 27.05.2024 (Annexure-A7 to the Petition), which was returned with the postal remark 'Refused'. It is on record that the first demand notice dated 26.04.2024 under Section 8 of the Code was duly received by the Corporate Debtor. Notwithstanding such receipt, the Operational Creditor proceeded to issue a second demand notice. This Tribunal notes that the scheme of the Code does not contemplate or require issuance of multiple demand notices and service of a single valid demand notice in the prescribed form is sufficient compliance under Section 8 of the Code. The right to initiate proceedings under Section 9 of the Code crystallised upon expiry of the statutory period following service of the first notice, which had been duly received by the Corporate Debtor. Nevertheless, such refusal



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- constitutes due service under law. Since first notice was already validly served, the requirement under Section 8 stands satisfied.
- 10.9. Therefore, the issuance of certificates of completion, which acknowledged satisfactory completion of the work, without raising any dispute at that time, undermines the Corporate Debtor's claim of a pre-existing dispute. The letter dated 13.05.2024, was issued in direct response to the Operational Creditor demand notice dated 26.04.2024. Since the CD did not raise any dispute for more than two years after certifying the work as completed, the Tribunal finds the claim of a dispute to be a moonshine defence. A dispute cannot be considered bona fide if it is raised after the Corporate Debtor has officially certified the work as complete and satisfactory.
- 10.10. Furthermore, the Corporate Debtor has resisted admission of the present petition on the ground that disputes existed prior to the issuance of the statutory demand notice. The Corporate Debtor submits that it consistently apprised the Operational Creditor of these issues in meetings and correspondence before issuance of the demand notice. In support of this, it relies on –
- i. the constitution of an Independent Inquiry Committee by the DoP, GoM on 29.07.2021 to investigate allegations of fraud and irregularities in the implementation of the Saubhagya Scheme,
 - ii. directives issued by the DoP, GoM on 19.08.2021 and 10.02.2023 restraining release of payments pending verification, and
 - iii. the CAG Report dated 22.09.2023 flagging serious financial irregularities and naming the Operational Creditor and mentioning an "avoidable expenditure of Rs. 156.14 crores".
- 10.11. With regard to irregularity or illegality in the work done of Operational Creditor, it is to mention here that the Corporate Debtor has sought to rely upon the report of the Independent Inquiry Committee dated 31.03.2022, headed by Justice (Retd.) Mr. R. N. Mishra, and constituted by the Government of Meghalaya. The said



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- committee examined the functioning of the Meghalaya Energy Corporation Limited (MeECL) and its subsidiaries.
- 10.12. The finding was also reported in the newspapers that the said Committee, which recorded that while the Committee noted systemic inefficiencies and outdated procurement policies at MeECL, it expressly ruled out any illegality or irregularity in the procurement process per se. The Operational Creditor has placed a web copy of such reporting on record as Annexure A-1 to its rejoinder. An article published in The Shillong Times dated 19.04.2022 to its rejoinder. This report is titled "*MeECL probe report to be made public*" and details a government-appointed probe committee's report that found "nothing wrong" with the procurement process. The article notes that this finding was in direct contradiction to the later CAG report relied upon by the Corporate Debtor.
- 10.13. The Corporate Debtor attached a different article from The Shillong Times dated 06.07.2021 is cited in the Corporate Debtor's reply. The headline of this article is "*CAG detects Rs 149-cr scam in Saubhagya Scheme*". The report again states that the CAG audit found financial irregularities of over ₹149 crore in the implementation of the Saubhagya Scheme. It also alleges that "undue favour" was given to a Delhi firm, leading to a loss of ₹149.12 crore, and that transformers supplied by the turn-key contractor were of "very poor quality".
- 10.14. The Corporate Debtor's reply also includes an article from The Economic Times which reports that the project cost for MeECL was enhanced by ₹151 crore due to "*geological surprise*". The article references a Congress leader's demand for a CBI probe into the alleged scams.
- 10.15. It is an admitted position that the Committee Report dated 31.03.2022 is stated to be with the Government of Meghalaya, as per the submissions of the Ld. Counsel for the Corporate Debtor and has not been placed before this Tribunal. On the contrary, the Ld. Counsel for the Operational Creditor has specifically submitted that the Committee did not find any irregularity or illegality in the award of tenders



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- or in the execution of work. In the absence of any cogent material, the bald averments of the Corporate Debtor regarding a pre-existing dispute, premised on such Committee Report, cannot be sustained in the eyes of law. Furthermore, a generalised reference to administrative inefficiency in MeECL, without connecting the same to the particular transactions with the Operational Creditor, does not satisfy the test laid down in *Mobilox Innovations Pvt. Ltd. v. Kirusa Software Pvt. Ltd., (2018) 1 SCC 353*.
- 10.16. The Corporate Debtor itself issued Certificates of Completion dated 25.05.2021 and 20.10.2022 in favour of the Operational Creditor. The issuance of such completion certificates, coupled with the absence of any adverse finding in the Committee Report, clearly establishes that no pre-existing dispute existed prior to the said completion of work or the statutory demand notice.
- 10.17. Furthermore, the Ld. Counsel for the Corporate Debtor submitted that a complaint had been lodged before the Lokayukta, Meghalaya alleging irregularities or illegalities on the part of the Operational Creditor and others, which is stated to be under consideration. However, the Ld. Counsel for the Operational Creditor submitted that the said complaint was not entertained and stands rejected by the Lokayukta. In view thereof, the mere filing of such complaint, unaccompanied by any adjudicatory finding against the Operational Creditor, cannot be construed as a pre-existing dispute between the parties within the meaning of Section 5(6) of the Code.
- 10.18. The directives issued by the DoP, GoM on 19.08.2021 and 10.02.2023 restraining release of payments pending verification is an internal procedural requirement of the Corporate Debtor and not a genuine dispute as to the existence of the operational debt.
- 10.19. With regard to the Audit Report by the CAG, it is noted that the said report was prepared on 22.09.2023, which is subsequent to the issuance of the Completion Certificates dated 25.05.2021 and 20.10.2022. Consequently, such report cannot



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retroactively constitute a 'dispute' between the Operational Creditor and the Corporate Debtor for the purposes of Section 8 and Section 9 of the Code. Hence, the plea of the Ld. Counsel for the Corporate Debtor on this ground is untenable.

10.20. Furthermore, CAG audits and internal enquiries between the State Government and the Corporate Debtor pertain to compliance of financial procedures and accountability in implementation of schemes. Such audit exercises have no bearing on the crystallised contractual liability of the Corporate Debtor towards the Operational Creditor under the completed supply contracts. Unless specific findings of fraud, defective performance, or breach attributable to the Operational Creditor are shown, the pendency of CAG audit cannot constitute a "dispute" under Section 5(6) of the Code. Audit objections, even if recorded, are matters between the Auditor and the Government and cannot create or evidence a "dispute" under Section 5(6) of the Code.

10.21. In *Deepak Modi v. Shelfeyo Industries (P.) Ltd., 2023 SCC OnLine NCLAT 1169*, the Hon'ble NCLAT, New Delhi, held that the defence of existence of pre-existing dispute raised by the appellant was a mere 'moonshine defence', inasmuch as no such issue was raised contemporaneously at the time of inspection, but was only sought to be urged belatedly after the goods had already been consumed by the Corporate Debtor.

A. In the facts of the abovementioned case, the Operational Creditor (Respondent No. 2) had filed an application under Section 9 of the Code read with Rule 6 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016 before the Adjudicating Authority. The appellant, a suspended director and shareholder of the Corporate Debtor, objected to the maintainability of the petition on the ground of pre-existing dispute, alleging that the materials supplied by the Operational Creditor were defective. The Adjudicating Authority, by order dated 16.08.2022, rejected the said contention and admitted the Section 9 application, directing initiation of CIRP against the Corporate Debtor



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(Respondent No. 1). Aggrieved by the order, the appellant preferred an appeal under Section 61 of the Code before the Hon'ble NCLAT, assailing the findings of the Adjudicating Authority.

- B. The appellant contended that there existed a pre-existing dispute between the parties which the Adjudicating Authority failed to duly consider. It was urged that the Adjudicating Authority incorrectly appreciated and rejected the plea of the Corporate Debtor on this issue. In support of the submission, reliance was placed on *Rajratan Babulal Agarwal v. Solartex India (P) Ltd., (2023) 1 SCC 115*, to contend that where a genuine pre-existing dispute is established before issuance of notice under Section 8 of the Code or before the Adjudicating Authority, the latter would be bound to reject an application filed under Section 9 of the Code.
- C. On the other hand, the Operational Creditor (Respondent No. 2) argued that the plea of pre-existing dispute is wholly untenable. It was submitted that no dispute regarding the quality of goods was ever raised contemporaneously. Rather, the materials supplied, being granite slabs, were duly received and accepted by the Corporate Debtor and thereafter entirely utilised, without raising any objection as to their quality or suitability. It was further contended that the plea of dispute was a mere afterthought, raised only to resist the Section 9 proceedings. The respondents emphasised that the Adjudicating Authority had thoroughly examined and satisfied itself on this aspect before admitting the petition.
- D. The Hon'ble NCLAT, while considering the rival submissions, observed that it was undisputed that on the date of filing of the Section 9 application, there existed an operational debt which remained outstanding against the Corporate Debtor. The only question that survived was whether there existed any pre-existing dispute in terms of Section 5(6) of the Code. The Tribunal held that rejection of an application under Section 9 on the ground of pre-existing dispute is permissible only where a genuine dispute, supported by contemporaneous evidence, exists between the parties prior to the issuance of demand notice under Section 8. In the



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absence of such material, a defence subsequently raised cannot be sustained. The Court observed that -

“13. ...It is true that under the provisions of Code if Adjudicating Authority is satisfied with pre-existing dispute at the time of entertaining an application filed under Section 9 of the Code there is no reason to initiate the same or admit the application. However, law is settled on the point that there must be pure pre-existing dispute. Meaning thereby that genuine pre-existing dispute must exist in rejecting an application Section 9 of the code...”

- E. In the facts and circumstances of that case, it is evident that the Corporate Debtor had accepted the supply and delivery of granite slabs made by the Operational Creditor without raising any contemporaneous dispute or objection regarding quality or quantity. The entire material supplied was utilised by the Corporate Debtor. No protest or dissatisfaction was recorded at the relevant time. Hon'ble NCLAT stated that *the “plea of Corporate Debtor regarding dispute Corporate Debtor can be termed as moonshine defence, therefore there is no reason to accept such a plea”*.
- F. While upholding the Adjudicating Authority's order admitting the Section 9 application, the Hon'ble NCLAT rejected the appeal, having found no ground to interfere with the impugned order. The said judgment is squarely applicable to the present case.

10.22. Here, the Corporate Debtor itself issued the Work Completion Certificate dated 25.05.2021 in respect of Package B (Annexure A-10 of the Company Petition), and thereafter issued the Certificate of Completion dated 20.10.2022 (Annexure A-11). It is not in dispute that prior to issuance of the aforesaid certificates, no contemporaneous objection or dispute was raised by the Corporate Debtor.

10.23. This Tribunal has carefully examined the record. It is an admitted fact that the Operational Creditor successfully executed works awarded under the Saubhagya Scheme and that the Corporate Debtor itself issued Completion Certificates acknowledging satisfactory execution. Payments were released in part on the basis



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of such certification. At no point during execution of the contract or prior to issuance of the statutory demand notice dated 26.04.2024 did the Corporate Debtor raise any contemporaneous dispute either as to quality of work, quantity of work, breach of contract, or any issue falling within Section 5(6) of the Code. Accordingly, this Tribunal concludes that the operational debt stands established by virtue of completion of work.

10.24. Moreover, the reliance placed by the Corporate Debtor on the Government's administrative directive restraining release of payments is misplaced. Such directive, being an internal measure applicable to the Corporate Debtor as a Government company under Section 2(20) of the Companies Act, 2013, may regulate disbursement of funds but cannot extinguish or dilute the underlying contractual liability owed to the Operational Creditor. An administrative embargo on payments does not, in law, constitute a dispute on the existence of debt.

10.25. In the present case, the Corporate Debtor has not placed on record any contemporaneous correspondence or, prior to the issuance of the demand notice dated 26.04.2024 under Section 8 of the Code, evidencing a genuine dispute in respect of the specific invoices forming the subject matter of the present petition. Administrative instructions, audit reviews, or general policy restraints cannot, by themselves, constitute dispute within the meaning of Section 5(6) of the Code. This Tribunal is, therefore, of the considered view that no bona fide pre-existing dispute existed prior to the issuance of the demand notice.

10.26. In view of these facts, coupled with the legal position that only a genuine and bona fide pre-existing dispute under Section 5(6) of the Code can defeat a Section 9 application, it is clear that the defence raised by the Corporate Debtor is an afterthought and cannot be termed as a pre-existing dispute. Accordingly, the plea of the Corporate Debtor in this regard is found untenable in law and is hereby rejected. The rulings cited by the Ld. Counsel of the Corporate Debtor are not applicable in this case as facts and circumstances of this case are different.



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11. In light of the contentions and evidence presented by both parties, this Tribunal is satisfied that the Operational Creditor has successfully demonstrated:

- a) the existence of an operational debt within the meaning of Section 5(21) of the Code;
- b) occurrence of default as defined under Section 3(12) of the Code; and
- c) absence of any pre-existing dispute.

12. Accordingly, we are satisfied that the requirements under Section 9 of the Code stand fulfilled, and this Tribunal finds it a fit case for admission into the CIRP.

ORDER

13. The above Company Petition bearing CP (IB) No. 9/GB/2024 is hereby allowed and initiation of CIRP is ordered against **Meghalaya Power Distribution Corporation Limited**, under Section 9 of the Code read with Rule 6 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016, with the following directions.

14. This Bench hereby appoints Daulat Resolution Services Private Limited, having its registered address at Flat 3A, 33 Shakespeare Sarani, Kolkata - 700017, Registration No. IBBI/IPE-0156/IPA-1/023-24/50062, email: daulat.resolution@gmail.com, phone number: 9674322724 as the Interim Resolution Professional (IRP) to carry out the functions as contemplated under the Code. Upon admission, in terms of Section 13(1)(b) of the Code, the IRP shall cause a public announcement of initiation of CIRP. The contents of such announcement shall conform to Section 15 of the Code, and the manner of publication shall be in accordance with Regulation 6 of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016.

15. The Operational Creditor is directed to deposit a sum of Rs. 5,00,000/- (Rupees Five Lakh only) towards the initial CIRP costs by way of a Demand Draft drawn in favour of the IRP appointed herein, immediately upon communication of this Order. The IRP shall utilise the said amount strictly for expenses, and not towards professional fees until decided by the Committee of Creditors.



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16. The moratorium under Section 14 of the Code shall come into effect from the date of this order and shall remain in force until completion of the CIRP 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. In terms of Section 14(1) of the Code, this Bench hereby prohibits:
- i. The institution or continuation of suits or proceedings against the Corporate Debtor, including execution of any judgment, decree, or order by any court, tribunal, arbitration panel, or authority;
 - ii. The transfer, encumbrance, alienation, or disposal of any of the Corporate Debtor's assets or legal or beneficial interests therein;
 - iii. Any action to foreclose, recover or enforce any security interest created by the Corporate Debtor;
 - iv. The recovery of any property by an owner or lessor where such property is in possession of the Corporate Debtor.
17. The supply of essential goods or services to the Corporate Debtor, if continuing, shall not be terminated, suspended, or interrupted during the moratorium period.
18. The provisions of sub-section (1) of Section 14 shall not apply to such transactions as may be notified by the Central Government in consultation with any financial sector regulator.
19. During the CIRP, the management of the affairs of the Corporate Debtor shall vest in the IRP. The suspended board of directors and personnel of the Corporate Debtor shall extend all cooperation and provide access to all information and documents as required by the IRP/RP.
20. The IRP shall take necessary steps as mandated under the Code and file a report before this Adjudicating Authority within the timelines prescribed.
21. The Registry is directed to send a copy of this Order to the Registrar of Companies, Guwahati, to update the Master Data of the Corporate Debtor accordingly.



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22. Registry is directed to communicate a copy of this order to the Operational Creditor, the Corporate Debtor, and the IRP forthwith.
23. Accordingly, with the above observations and direction, **CP (IB) No. 13/GB/2024** is admitted, and **IA(IBC)/41/GB/2025** stands disposed of as the additional documents filed by the Corporate Debtor are taken on record and considered. The **IA(IBC)/188/GB/2024** also stands disposed of in terms of paragraph 9.
24. The Registry is directed to send e-mail copies of the order forthwith to all the parties and their Ld. Counsel.
25. Certified Copy of this order may be issued, if applied for, upon compliance of all requisite formalities.
26. File be consigned to records.

Sd/-

Yogendra Kumar Singh
Member (Technical)

Sd/-

Rammurti Kushawaha
Member (Judicial)

Signed this on 4th day of September, 2025

Madhurita Tiwari (LRA)