



**IN THE NATIONAL COMPANY LAW TRIBUNAL
AHMEDABAD**

COURT - II

CP (IB) 82/NCLT/AHM/2022

(Under Section 7 of the Insolvency and Bankruptcy Code, 2016 read with Rule 4 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016)

In the Matter of:

Rajhans Infrabuild LLP

**Applicant/
Financial Creditor**

Versus

Growmore Wealth Private Limited

**Respondent/
Corporate Debtor**

Order Pronounced on: 21/06/2022

CORAM:

DR. DEEPTI MUKESH

HON'BLE MEMBER(JUDICIAL)

AJAI DAS MEHROTRA

HON'BLE MEMBER (TECHNICAL)



MEMO OF PARTIES

Rajhans Infrabuild LLP

10th Floor, Office No. 1004 to 1014

Royal Trade Center

Opp. Star Bazar, Adajan

Surat 395 009

Gujarat State

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Applicant/Financial Creditor

Versus

Growmore Wealth Private Limited

Second Floor, Karma

Behind New York Lati Bazaar

Opp. Vikram Nagar, Jodhpur

Ahmedabad 380 059

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Respondent/Corporate Debtor

Appearance:

For the Applicant : Ms. Natasha Shah, Advocate

For the Respondent : None

ORDER

1. The Present Application is filed under section 7 of Insolvency and Bankruptcy Code, 2016 (for brevity 'IBC, 2016') read with Rule 4 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016 (for brevity 'the Rules') on 17.03.2022 by **Rajhans Infrabuild LLP**, thorough its partner Mr. Sanjay P. Movalia (for brevity 'Applicant'), authorised by designated partners vide



authority letter dated 15.02.2022, with a prayer to initiate the Corporate Insolvency process against **Growmore Wealth Private Limited** (for brevity 'Corporate Debtor').

2. The applicant is a Limited Liability Partnership firm having LLP Identification No. AAG 8682 registered on 07.07.2016 having its registered office at 10th Floor, Office No. 1004 to 1014, Royal Trade Center, Adajan, Surat. The applicant is engaged in multiple businesses of construction, entertainment and hospitality.
3. The corporate debtor is a Private limited company, incorporated under the provisions of The Companies Act, 2013 on 04.09.2020, duly registered with Registrar of Companies, Ahmedabad with CIN: U67190GJ2020PTC116169 and having registered office at 2nd Floor, Karma, Jodhpur, Ahmedabad, Gujarat State. The Authorized share capital of the Respondent is Rs. 10,00,000/- and paid up share capital of the company is Rs. 1,00,000/-. The corporate debtor is engaged in the business of providing services of various kinds in the financial sector.
4. It is submitted by the applicant that it had entered into an agreement with the corporate debtor on 20.12.2020 wherein the applicant agreed



to render financial assistance to the corporate debtor to the tune of Rs. 20,00,00,000/- (Rupees twenty crore only) for the period from 20.12.2020 to 31.05.2021. As per the agreement dated 20.12.2020, the loan shall carry interest @ 5.5% per annum or minimum applicable interest in accordance with Indian Law/Companies Act, 2013 and the entire amount of Rs. 20,00,00,000/- was required to be repaid on 31.05.2021. Copy of the said agreement is annexed. Accordingly, the loan was disbursed in various instalments on 26.10.2020, 27.10.2020, 28.10.2020, 04.11.2020, 06.11.2020, 07.11.2020, 10.11.2020, 11.11.2020 and 12.11.2020. As per the agreement, the corporate debtor had issued post-dated cheque No. 672822 drawn on Axis Bank Ltd. dated 30.05.2021 for an amount of Rs. 20,00,00,000/- (Rupees twenty crores only) as security for the repayment of the loan with a condition that the said cheque shall be deposited by the applicant if the loan amount is not repaid within the stipulated time. The corporate debtor issued a promissory note dated 20.12.2020 in favour of the applicant which was duly signed and executed by both the parties. Copies of said cheque for Rs. 20.00 crores and promissory note issued by the corporate debtor are annexed.

5. The applicant further states that despite reminders, the corporate debtor failed to repay the entire amount of Rs. 20,00,00,000/- and



interest thereon till 31.05.2021. Therefore, the applicant was constrained to issue letter dated 03.08.2021 calling upon the corporate debtor that the applicant shall be depositing the cheque issued as security for the repayment of loan amount, by 04.08.2021. The said letter was not replied by the corporate debtor. The applicant deposited the said cheque on 18.08.2021 which was dishonoured and returned by the bank due to 'insufficient funds'. The applicant issued statutory demand notice dated 13.09.2021 u/s 138 of the Negotiable Instrument Act, 1881 which was received by the corporate debtor and its Directors on 14.10.2021. Despite receipt of the said notice, no payment was made neither any reply was given by the corporate debtor. Copy of said notice sent by applicant under section 138 of Negotiable Instruments Act, 1881 is annexed.

6. After filing of this application service was complete on the corporate debtor a per service affidavit filed by applicant. Pursuant to order dated 25.03.2022, counsel for the applicant had issued notice dated 26.03.2022 to the corporate debtor informing that the matter is scheduled for hearing on 07.04.2022. None appeared for corporate debtor inspite of opportunity to file reply. Hence corporate debtor was proceeded ex-parte as per order dated 07.04.2022. Thereafter, counsel for the applicant had issued notice of hearing dated



02.05.2022 informing the corporate debtor that the matter is scheduled for final hearing on 30.05.2022.

7. Heard the submissions and perused the documents on record. This is an application filed under Section 7 of the IB Code by the Financial Creditor against corporate debtor. As per Part IV of Form – 1, the total loan disbursed by the applicant was Rs. 20,00,00,000/- and total outstanding amount is of Rs. 21,50,61,934/- (Rupees twenty-one crores fifty lacs sixty-one thousand nine hundred thirty-four only) including interest @ 5.5% per annum upto 28.02.2022.
8. As per Part IV, Form I, the date of default is 19.08.2021 and application is filed on 17.03.2022, which is within the period of limitation and not barred by law.
9. The registered office of the corporate debtor is situated in Ahmedabad, Gujarat State and, therefore, this Tribunal has jurisdiction to entertain and try this application.
10. On perusal of the record it is found that all the documents executed between the parties are annexed. It is further noted that even



after Section 7 application was served, none appeared for corporate debtor neither any reply was filed. The cheque for entire amount of loan, issued by corporate debtor in favour of applicant and also execution of promissory note in favour of applicant leaves no space to doubt the loan received by corporate debtor. The corporate debtor has not come forward to contest or rebut the claim of the applicant which leads to presumptions of admission of the claim by corporate debtor. The promissory note issued by the corporate debtor demonstrates that the corporate debtor acknowledged the receipt of the loan amount of Rs. 20.00 crores and promised to repay it as per the agreement.

11. In light of the above discussion, we are of the considered view that the debt is due and payable and default has occurred. The present application is complete in terms of Section 7 (5) of the Code. The applicant is entitled to claim its dues, establishing the default in payment of the financial debt beyond doubt. Hence application is admitted and CIRP is ordered to be initiated against corporate debtor.

12. The applicant has proposed the name of Mr. Shivkumar Madanlal Baser as Insolvency Resolution Professional, who is hereby appointed as IRP of corporate debtor having registration number IBBI/IPA-



001/IP-P-01263/2018-19/12064 having office at A/1001, Opera House, Near Agrasen Bhawan, City Light, Surat 395 007 (shivmbaser@gmail.com) subject to the condition that no disciplinary proceedings are pending against him. Specific consent of the IRP in Form 2 along with disclosures as required under IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 is filed which is on record.

13. We direct the Financial Creditor to deposit a sum of Rs. 2.00 lacs (Rupees two lacs only) with the Interim Resolution Professional, namely Mr. Shivkumar Madanlal Baser to meet out the expenses for performing functions assigned to him in accordance with regulation 6 of Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Person) Regulations, 2016. The needful shall be done within one week from the date of receipt of this order by the Financial Creditor. The amount however be subject to adjustment by the Committee of Creditors, as accounted for by Interim Resolution Professional, and shall be paid back to the Financial Creditor.
14. As a consequence of the application being admitted in terms of Section 7(5) of IBC, 2016, moratorium as envisaged under the provisions of Section 14 (1) shall follow in relation to the Corporate



debtor, prohibiting actions as per clauses (a) to (d) of Section 14 (1) of the Code. However, during the pendency of the moratorium period, terms of Section 14(2) to 14(4) of the Code shall come in force.

15. A copy of the order shall be communicated to the Applicant, Corporate Debtor and IRP above named, by the Registry. In addition, a copy of the order shall also be forwarded to IBBI for its records. Applicant is also directed to provide a copy of the complete paper book to the IRP. A copy of this order be also sent to the ROC for updating the Master Data. ROC shall send compliance report to the Registrar, NCLT.

Sd/-

**AJAI DAS MEHROTRA
MEMBER (TECHNICAL)**

Sd/-

**DR. DIPTI MUKESH
MEMBER (JUDICIAL)**

Nair/Mansi, LRA