

**IN THE NATIONAL COMPANY LAW TRIBUNAL
KOCHI BENCH**

CP(IBC)/21/KOB/2024
(Under Section 9 of the IBC, 2016)

In the matter of :-

M/s. SDF Industries Limited.

Memo of parties:

M/s. Mudali Associates, Rep. by its proprietor,
Bindu A., Door No. 14/313, Mudali House,
Palappuram P.O., Palakkad- 679 103.

...Operational Creditor

-Vs.-

M/s. SDF Industries Limited, No. 5/90,
Pampady, Thiruvilwamala, Thrissur, Kerala-
680 588.

... Corporate Debtor

Order delivered on: 04.04.2025

Coram:

Smt. Madhu Sinha.

Hon'ble Member (Technical)

Shri. Vinay Goel.

Hon'ble Member (Judicial)

Appearances:

For the Petitioner

: Ms. Rashmi K.V., Advocate

For the Corporate Debtor

: Mr. Hari Sharma, Advocate



ORDER

Per Coram

1. This instant application is filed by M/s. Mudali Associates (hereinafter referred to as 'Operational Creditor'), under Section 9 of the Insolvency and Bankruptcy Code, 2016 (for brevity, 'the Code'), with a prayer to initiate the Corporate Insolvency Resolution Process in respect of M/s. SDF Industries Ltd. (hereinafter referred to as 'Corporate Debtor'). The Operational Creditor is a sole proprietor concern of Mrs. Bindu and is engaged in the business of supplying labourers for doing the operations of washing, filling, sealing, labelling and packing of bottles and loading and unloading them in the company.
2. The Corporate Debtor, having CIN: L15511KL1990PLC005674, was incorporated on 19.04.1990 under the provisions of the Companies Act, 1956, having its registered office situated at No. 5/90., Pampady, Thiruvilwamala, Thrissur, Kerala- 680 588. Since the registered office of the Corporate Debtor is in Kerala, this Adjudicating Authority, having territorial jurisdiction over the NCLT of Kochi, is the Adjudicating Authority in relation to the prayer for initiation of the Corporate Insolvency Resolution Process in respect of the Corporate Debtor.

3. The present petition was filed on 02.05.2024 before this Adjudicating Authority by Ms. Bindu A., Proprietor of the Operational Creditor. The present petition is filed before this Adjudicating Authority on the ground that the Corporate Debtor has failed to make payment of a sum of Rs. 4,55,91,108.46/- (Rupees Four Crore Fifty-Five Lakhs Ninety-One Thousand One Hundred and Eight and Forty-Six Paise) along with interest at 18 % per annum **Rs. 7,49,97,373.41 (Rupees Seven Crore Forty-Nine Lakhs Ninety-Seven Thousand Three Hundred and Seventy-Three and Forty-One Paise Only)**. The Demand Notice sent by the Operational Creditor to the Corporate Debtor is annexed to the Petition as Annexure- 16.

4. SUBMISSIONS MADE BY THE PETITIONER,

a. M/s. Mudali Associates is a proprietary concern established in Palakkad as early as the year 2001, and the Registration Certificate was issued by the Labour Department on 02.07.2014. The proprietary concern is a labour contract license holder and had agreed to provide labour to SDF Industries Ltd. In the year 2017, a labour contract agreement was signed between the Corporate Debtor, which was extended from time to time.

b. The Operational Creditor had been supplying labourers for doing the operations of washing, filling, sealing, labelling and packing of



bottles and loading and unloading them in the company. The said job activities were agreed to be carried out by the workers under Operational Creditor's proprietary concern in the premises of the IMFL manufacturer, for the reasons it being mandated to be done so under locked key of the State Excise Officer, by virtue of the Kerala Abkari Act, 1967 and Foreign Liquor (compounding, Blending and Bottling) Rules 1975. Since May 2020, no payment had been forthcoming from the Corporate Debtor. In the labour contract agreement dated 01.06.2017, the Corporate Debtor had consented that they shall be solely responsible for all statutory obligations such as wages, allowances, compensations, EPF, ESI, bonus, gratuity, etc, relating to the personnel deployed in the company's plant. The Operational Creditor shall be attributed with no liability in this regard.

- c. The Corporate Debtor defaulted on the payment of wages to employees, employer contributions, and all statutory dues. As a result, the authorities initiated legal proceedings through notices and the cancellation of statutory licenses. Despite repeated requests from the Operational Creditor, the Corporate Debtor deliberately ignored them.
- d. The Operational Creditor stated that the GST Department issued adjudication orders to the Operational Creditor on 23.06.2022, demanding Rs. 20,000/-, on 19.07.2022, demanding Rs. 30,000/-, and on 01.08.2022, demanding Rs. 30,000/-. Additionally, the



Employees' Provident Fund Commissioner issued an order on 06.02.2023, imposing a penalty of Rs. 30,61,805/- for the defaulted payment of various dues for the period from 08/2021 to 10/2022. The Operational Creditor informed the Corporate Debtor of these liabilities and requested the settlement of the dues on 13.02.2023. On 30.04.2023, the Operational Creditor sent another notice to the Corporate Debtor, urging them to clear the outstanding dues, as the creditor was struggling to pay salaries and other expenses from the proprietor's funds.

- e. The Operational Creditor was informed that the GSTIN/UIN status of the firm was suspended effective 07.08.2023. Meanwhile, on 31.10.2023, the Corporate Debtor obtained a loan of Rs. 1,00,000/- from the Operational Creditor, as evidenced by the State Bank of India account statement covering the period from 30.10.2023 to 06.11.2023. The statement also shows that the Operational Creditor was compelled to settle the amounts payable to the Corporate Debtor's tea vendor. A sum of Rs. 30,000/- was paid as a loan to the tea vendor, Mr. Sasikumar. Subsequently, on 07.11.2023, the Operational Creditor sent a letter to the Corporate Debtor requesting the settlement of salaries and dues.
- f. On 10.01.2024, Form 3 under the Insolvency Bankruptcy Code was issued to the Corporate Debtor. The Form 3 was returned with an endorsement 'refused' to accept by the Corporate Debtor.



- g. The Operation Creditor has made various corresponding with the Corporate Debtor for the release of payments that fell due and payable under the wages and other statutory provisions. The Operational Creditor has a recoverable debt under the definition of operation debt from M/s. SDF Industries Limited, for an amount of Rs. 3,80,77,199.67/-, which is due with interest on statutory outstanding till December 2023 from the Corporate Debtor. Hence, this Company Petition was filed by the Operational Creditor under Section 9 of IBC, 2016.
5. The reply affidavit dated 19.06.2024 furnished by the Corporate Debtor states as follows:
- a. As per Clause 10 of the labour contract agreement dated 01.06.2017, the personnel provided by the applicant will be the employees of the applicant and will have no claim from the company. The liability of the company is limited to the obligations regarding the workers deployed at the premises.
- b. It is further stated that the Operational Creditor has suffered an order dated 11.01.2024 issued by the Provident Fund Commissioner, being the employer. No claim can be raised against the Corporate Debtor based on any such adjudication in which this Corporate Debtor was not a party.



- c. The wage bills and the cumulative sheet for the years 2020,2021 and 2022 were raised based on the number of cases packed and not based on the number of workers who were engaged. As the workers engaged by the applicant were according to the requirement, the required number varied every day. The workers who are engaged by the Operational Creditor were also different persons on different dates. Hence, the Operational Creditor cannot seek any relief about the payment of permanent fund of the employees from the Corporate Debtor, as the Corporate Debtor is not bound to meet any such requirement.
- d. It is stated that there is no reference anywhere about the details of the workers engaged, including the number of workers. It also can be seen that the quantity of cases varies considerably and that shows various number of employees were engaged on each day. There are no regular employees.
- e. It is stated that the Form 3 notice has not been delivered to this Corporate Debtor. The Corporate Debtor is producing the reconciliation statement of the claim put forth by the Operational Creditor with this Corporate Debtor. In the statement of accounts produced by the Corporate Debtor, the admitted due as per the books of accounts kept by this Corporate Debtor has been shown in column number two, and the



differences in the demand made by the Operational Creditor are shown in column number three.

6. The Rejoinder dated 26.07.2024 furnished by the Operational Creditor states as follows:

- a. The Operational Creditor stated that Clause 8 of the labour contract agreement dated 01.06.2017 states that the that the Corporate Debtor shall be solely responsible for all statutory obligations such as wages, allowances, compensations, EPF, EST, bonus, gratuity, etc. relating to the personnel deployed in the Corporate Debtor's plant.
- b. It is stated that the actions were initiated by the Provident Fund Department and the said coercive actions were challenged before the Hon'ble High Court by filing WP(C) NO. 23868/2024 of 2024, and an interim order of stay has been passed by the Hon'ble High Court on 04.07.2024, where the Corporate Debtor is also a party.
- c. The Corporate Debtor is under the supervision of the Excise Department of the State of Kerala. The Excise Department maintains a register of all the activities of the Corporate Debtor. The said register shows the list of employees employed under the Corporate Debtor. The approved list of employees is



published by the Excise Department, and accordingly, the servants/workers' passes are issued under Form D 30 of the Distillery and Warehouse Rules. The actual number of employees who enter the Corporate Debtor's premises can also clearly be seen from the gate register of the Corporate Debtor itself, and an attendance register is maintained by the Operational Creditor as well. It is based on that the final bills are verified and raised by the Operational Creditor. Hence, the workers sent by the Operational Creditor can only be termed as employees of the Corporate Debtor alone.

- d. There are no materials on record to substantiate the dispute on the claim made by the Operational Creditor.

7. Relevant Documents relied upon by the Operational Creditor:

- a. The labour contract agreement dated 01.06.2017 was executed between the Operational Creditor and the Corporate Debtor.
- b. The wages bill and the cumulative sheet for the years 2020, 2021, and 2022.



- c. The adjudication order dated 23.06.2022, 19.07.2022, and 01.08.2022 of the Office of the State Tax Officer, Ottapalam.
- d. The order dated 06.02.2023 by the Regional Provident Fund Commissioner-I, Kozhikode.
- e. The order dated 11.01.2024 was issued by the Provident Fund Commissioner-II, Kozhikode.
- f. The Form-3 demand notice dated 10.01.2024 under Rule 5 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016.
8. Whereas the Corporate Debtor has filed Annexure R1, a reconciliation statement of claims. Except this, no other documents have been placed on record.
9. **ANALYSIS AND FINDINGS: -**
10. We have heard Ld. Counsel for the parties perused the averments made in the application, affidavits, and relevant documents on record.



11. We see that the parties had entered into an agreement dated 01.06.2017; the relevant clauses 2,3,4,5,7 and 8 under the head terms and conditions is quoted hereunder: -

2. The agreement may be extended, on the same terms and conditions or with some additions/deletions/modifications, for a further specific period as well be mutually agreed upon by the company and the labour contractor.

3. The agreement shall be terminated in the event of non-performance, deviation from any of the terms & conditions of contract, non-payment of remuneration to workers and non-payment of statutory dues.

4. The Contractor undertakes to provide to the Company the services of well disciplined and competent male/female labour required to carry out all work at bottling plant and other miscellaneous work from time to time, on the basis of requisitions from the Company. The Contractor undertakes to provide work on all days as required by the company, including Sundays and Holidays, at the normal agreed rate/norms set by the prevailing labour laws. The Company is free to use the Contractor's workers as per its requirements from time to time.

5. For the services to be rendered by the Contractor, the Company agrees to make full payment by cheque/Demand Draft towards charges @ Rs. 11.50/- per case. However, the



decision of the company will be final in arriving at extra charges than Rs. 11.50/- per case as agreed. The said rate will be reviewed on a monthly basis between the parties by the 07th of every month depending on the variation of pack size of IMFL received in lot-wise. The difference in rate will be settled by the 16th of the respective month.

7. Company shall be liable pay all taxes & duties (Whether Prospective and retrospective) applicable including State & Central taxes etc. under this contract & shall also complete all necessary statutory formalities for unhindered performance of this labour contract. Company shall indemnify the labour contractor of any losses incurred by the labour contractor in this regard.

8. Company shall be solely responsible for all statutory obligations such as wages, allowances, compensations, EPF, ESI, bonus, gratuity etc. relating to the personnel deployed in the Company's plant. The contractor shall be attributed with no liability in this regard. The contractor shall report the above compliances to the Company to its satisfaction on receipt of the payment from the Company in this regard.

12. The labour contract agreement dated 01.06.2017 specifically states that the Corporate Debtor is solely responsible for wages, allowances, compensations, EPF, ESI, bonus, gratuity, etc. The Operational Creditor provided labour services for washing, filling,



sealing, labelling, and packing of bottles, which falls under the definition of operational debt under Section 5(21) of the IBC. The Operational Creditor has established that there is an operational debt due from the Corporate Debtor.

13. The Corporate Debtor has not provided any substantial material to dispute the claim. The refusal to accept Form 3 under IBC on 10.01.2024 further demonstrates an intent to evade responsibility. The workers employed through the Operational Creditor were working under the supervision of the Excise Department and are listed in the Excise Department's register, confirming their employment under the Corporate Debtor.
14. It is seen from the record that there has been non-payment of statutory dues and wages since May 2020. The Adjudication orders by the GST Department demanding various amounts and an EPF penalty of Rs. 30,61,805/- imposed on the Corporate Debtor. Since there is a clear operational debt, default in payment, and no substantial dispute, the application under Section 9 of IBC should be admitted.
15. Though Corporate Debtor has not taken any specific defence on account of provisions of Section 10A but being Adjudicating Authority under IBC Act once Operational Creditor has pleaded



certain facts, dates and events it is the duty of this Adjudicating Authority who see whether such facts and events are in synchronization with the provisions of the Act or not. We would like to reproduce Section 10A of IBC Code, which reads as under: -

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

¹[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:

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.]

16. Section 10A has been introduced in the Act subsequently, on 05.06.2020, to grant concessions owing to the corona pandemic and Operational Creditor has given details of bills issued during that period. The defaults of such invoice are as under:-



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SI. No	Invoice no	Invoice Date	Amount (INR)	Due Date
1.	01/2020-21	31.05.20	Rs. 6,66,807.16	May 2020
2.	03/2020-21	30.06.20	Rs. 7,95,514.14	June 2020
3.	04/2020-21	30.06.20	Rs. 6,91,326.16	June 2020
4.	05/2020-21	31.07.20	Rs. 10,31,908.00	July 2020
5.	06/2020-21	31.07.20	Rs. 8,33,829.86	July 2020
6.	07/2020-21	31.08.20	Rs. 12,56,577.48	August 2020
7.	08/2020-21	31.08.20	Rs. 11,12,162.12	August 2020
8.	09/2020-21	30.09.20	Rs. 20,441.38	September 2020
9.	10/2020-21	30.09.20	Rs. 14,51,142.16	September 2020
10.	11/2020-21	30.09.20	Rs. 16,713.62	September 2020
11.	12/2020-21	30.09.20	Rs. 11,86,540.40	September 2020
12.	13/2020-21	31.10.20	Rs. 16,54,842.98	October 2020
13.	14/2020-21	31.10.20	Rs. 13,20,679.96	October 2020
14.	15/2020-21	30.11.20	Rs. 11,269.50	November 2020

15.	16/2020-21	30.11.20	Rs. 14,27,428.80	November 2020
16.	17/2020-21	30.11.20	Rs. 9393.54	November 2020
17.	18/2020-21	30.11.20	Rs. 11,89,865.92	November 2020
18.	19/2020-21	31.12.20	Rs. 12,70,052.80	December 2020
19.	20/2020-21	31.12.20	Rs. 13,81,160.70	December 2020
20.	21/2020-21	31.01.21	Rs. 1,319.28	January 2021
21.	22/2020-21	31.01.21	Rs. 15,61,691.22	January 2021
22.	23/2020-21	31.01.21	Rs. 1001.00	January 2021
23.	24/2020-21	31.01.21	Rs. 1184935.46	January 2021
24.	25/2020-21	28.02.21	Rs. 1234337.86	February 2021
25.	26/2020-21	28.02.21	Rs. 991101.84	February 2021



17. In our opinion, the Operational Creditor cannot claim the amount due in said bills to initiate the insolvency resolution process pertaining to the period covered under the ambit of Section 10A of IBC, 2016. The bills for the period 31.05.2020 to 28.02.2021 carries value of Rs. 2,23,02,043.34 (Rupees Two Crore Twenty-Three Lakh Two Thousand Forty-Three and Thirty-Four Paise). The total amount of said bill comes to Rs. 7,49,97,373.41 (Rupees Seven Crore Forty-Nine Lakhs Ninety-Seven Thousand Three Hundred and Seventy-Three and Forty-One Paise Only) whereas, the Operational Creditor has claimed the total outstanding as on the Petition is Rs. Rs.4,55,91,108.46/- (Rupees Four Crore Fifty-Five Lakhs Ninety-One Thousand One Hundred and Eight and Forty-Six Paise) in account of the principal and Rs. 2,94,06,264.95/- (Rupees Two Crore Ninety-Four Lakhs Six Thousand Two Hundred and Sixty-Four and Ninety-Five Paise) on account of interest. If we deduct Rs. 2,23,02,043.34 (Rupees Two Crore Twenty-Three Lakh Two Thousand Forty-Three and Thirty-Four Paise) from the principal amount, the amount would be above the threshold limit. So, on that account, there is no impediment for the Operational Creditor to pursue this Company Petition. The amount covered under the invoice that pertains to come under the purview of Section 10A would not be the basis of the Insolvency Process though recoverable, but the basis of initiating the Insolvency Process.



18. Though the corporate debtor has denied the receipt of the demand notice annexed on page no. 183 of the Company Petition, but the Operational Creditor has placed on record of proof of delivery from the website of India Post. The Corporate Debtor has failed to counter the authenticity and veracity of so produced document. So, this Adjudicating Authority has no reason to disbelieve the contentions of the Company Petition about the issuance and delivery of the demand notice. There is no reply to the said demand notice raising any pre-existing dispute. The Corporate Debtor has not placed any document to substantiate his defence. Even if we consider Annexure R1, the amount would be more than the threshold limit to file proceedings under Section 9 of the IBC, 2016.

19. As per page 186, track report from website from India Post the addressee refuse to accept notice. If the addressee refuses to accept delivery of a notice sent through post as per the General Clauses Act, it can be presumed as a deemed service of said notice. So now, the Corporate Debtor has no legal right to deny the service of notice. For more clarity in this matter, we have also gone through the decision of the Hon'ble Supreme Court in its judgment in **Gujarat Electricity Board & Anr vs Atmaram Sungomal Poshani** (AIR 1989 Supreme Court 1433) wherein the Court held that:

"There is presumption of service of a letter sent under registered cover, if the same is returned back with a postal endorsement that the addressee refused to accept the same. No doubt the presumption is rebuttable and it is open to the party concerned to



place evidence before the Court to rebut the presumption by showing that the address mentioned on the cover was incorrect or that the postal authorities never tendered the registered letter to him or that there was no occasion for him to refuse the same. The burden to rebut the presumption lies on the party, challenging the factum of service. In the instant case the respondent failed to discharge this burden as he failed to place material before the Court to show that the endorsement made by the postal authorities was wrong and incorrect. Mere denial made by the respondent in the circumstances of the case was not sufficient to rebut the presumption relating to service of the registered cover. We are, therefore, of the opinion that the letter dated 24.4.1974 was served on the respondent and he refused to accept the same. Consequently, the service was complete and the view taken by the High Court is incorrect. In view of the above discussion, we therefore hold that the respondent's failure to join his duties at Ukai resulted in unauthorised absence and his failure to join his duties in spite of the repeated reminders and letters issued to him constituted sufficient valid ground for taking action under Regulation No. 113. We further hold that before issuing the order of discharge the respondent was not only warned but he was also afforded an opportunity to explain as to why disciplinary action should not be taken against him. The respondent acted in an irresponsible manner in not complying with the order of transfer which led to his discharge from service in accordance with the Service Regulation No. 113. The learned Single Judge as well as the



Division Bench both erred in law in setting aside the order of discharge. We, accordingly, allow the appeal, set aside the order of the Single Judge as well as Division Bench and dismiss the respondent's petition. There would be no order as to costs. The respondent has been paid a sum of Rs. 1,04,170 towards salary under the interim orders of this Court. Now, since the order of discharge is held to be valid the amount paid to the respondent is liable to be recovered from him, but having regard to the facts and circumstances of the case and the hardship which could be caused to the respondent, we direct the appellant not to recover the amount already paid to the respondent."

20. In this case, the Corporate Debtor has failed to counter the genuineness of the postal receipt, notice, and postal track report. Thus, has failed to rebut the presumption of service under Section 119 in Bharatiya Sakshya Adhinyam, 2023 (Section 114 of the Indian Evidence Act and Section 27 in the General Clauses Act, 1897.

21. This Company Petition, filed on 25.04.2024, comes well within the period of limitation. From the records produced before us it is evident that there exists a 'Debt' between the parties and the said debt qualifies to be an 'Operational Debt' as defined under 5(21) of IBC, 2016 and there is a "Default" as defined under Section 3 (12) of the Code on the part of the Corporate Debtor. It is to be noted that the Corporate Debtor itself has admitted that there is an



agreement between the Operational Creditor and the Corporate Debtor. Under the aforementioned conditions, this Tribunal has no choice but to move forward with the current case and start the Corporate Insolvency Resolution Process with regard to the Corporate Debtor in light of any objections raised by the Corporate Debtor.

22. In view of the above, we are inclined to admit the CP(IBC)/21/KOB/2024. No order as to cost.

23. It is accordingly ordered as follows:

- a. The Application bearing no. CP(IBC)/21/KOB/2024 filed under section 9 of the Insolvency and Bankruptcy Code 2016 for initiation of the Corporate Insolvency Resolution Process is ADMITTED.
- b. We declare a moratorium in terms of Section 14 of the Insolvency and Bankruptcy Code 2016. The necessary consequences of imposing the moratorium shall follow.
- c. The Operational Creditor has not proposed the name of the Interim Resolution Professional. Section 9 of the Insolvency and



Bankruptcy Code 2016 does not make it mandatory for the Operational Creditor to propose the name of the Interim Resolution Professional. Therefore, this Adjudicating Authority appoints **Mr. Ramachandran Thekkumkat Madathil** having registration number IBBI/IPA-002/IP-N01071/2021-2022/13715 residing at 24-53/2, Flat B, Inscape Illam ,Ragamaligapuram, Kottappuram ,Near Kottappuram Railway Gate, Thrissur, Kerala ,680 004 E-mail:- iamramantm@gmail.com as an Interim Resolution Professional of the Corporate Debtor from the available list of panels of Resolution Professionals as maintained by the IBBI. Therefore, the IRP shall file a valid Authorization for Assignment along with Written Consent in Form-2 and a Registration Certificate within 3 days of the pronouncement of this order. Accordingly, Mr. Ramachandran Thekkumkat Madathil is appointed as IRP.

- d. In pursuance of Section 13(2) of the Insolvency and Bankruptcy Code 2016, we direct the IRP to make a public announcement immediately about the admission of this application under Section 9 of the Code. The expression immediately means within three days from the date of appointment as clarified by the explanation to Regulation 6(1) of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016.



- e. During the CIRP period, the management of the Corporate Debtor shall vest in the Interim Resolution Professional (IRP)/ Resolution Professional (RP) as the case may be, in terms of Section 17 of the IBC. The officers and managers of the Corporate Debtor shall provide all documents in their possession and furnish every information in their knowledge to the IRP within one week from the date of receipt of this order.
- f. The IRP is expected to take full charge of the Corporate Debtor's assets and documents without any delay whatsoever. He is also free to take police assistance, and this Adjudicating Authority hereby directs the Police Authorities to render all assistance as may be required by the IRP in this regard.
- g. The IRP or the RP as the case may be, shall submit to this Adjudicating Authority periodical report with regard to the progress of the Corporate Insolvency Resolution Process in respect of the Corporate Debtor.
- h. The Operational Creditor shall deposit a sum of INR 2,00,000/- (Rupees Two Lakh Only) with the IRP to meet the expenses arising out of issuing public notice and inviting claims. These expenses are subject to the approval of the Committee of Creditors (CoC).



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- i. In terms of the Insolvency and Bankruptcy Code 2016, the Registry is hereby directed to communicate a copy of the order to the Operational Creditor, the Corporate Debtor, the IRP, and the Registrar of Companies, by Speed Post and by email, at the earliest but not later than seven days from today. The Registrar of Companies shall update its website by updating the status of the Corporate Debtor, and specific mention regarding the admission of this petition must be notified.
- j. The Registry is further directed to send a copy of this order to the Insolvency and Bankruptcy Board of India ("IBBI") for their record.
24. File be consigned to record storage (current).
25. Let a copy of the order be served to the parties.


Sd/-
MADHU SINHA

(MEMBER TECHNICAL)

Sd/-
VINAY GOEL

(MEMBER JUDICIAL)

Certified to be True Copy-


Deputy Registrar
National Company Law Tribunal
Kochi Bench

Dated this the 04th day of April, 2025

