



NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH COURT VI

Item No. P2.

C.P. (IB)/546(MB)2025

CORAM:

SHRI SAMEER KAKAR
HON'BLE MEMBER (TECHNICAL)

SHRI NILESH SHARMA
HON'BLE MEMBER (JUDICIAL)

ORDER SHEET OF HEARING (HYBRID) DATED **18.02.2026**

NAME OF THE PARTIES: **Insta Capital Private Limited.**

Vs

M/s JBS Enterprises Limited.

Under Section 7 of the IBC.

ORDER

The case is fixed for pronouncement of the order. The order is pronounced in the open court, *vide* separate order. Detailed order is being uploaded on the NCLT portal today.

Sd/-

SAMEER KAKAR
MEMBER (TECHNICAL)

Sd/-

NILESH SHARMA
MEMBER (JUDICIAL)



**IN THE NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH – VI**

CP(IB)/546/MB/2025

*(filed 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

Insta Capital Private Limited

Having its registered Office at
15th Floor, 1515, One Lodha Place,
Senapati Bapat Marg, Lower Parel,
Mumbai - 400013

... Financial Creditor/Petitioner No. 1

Richbond Capital Private Limited

Having its registered Office at
905, One Lodha Place,
Senapati Bapat Marg,
Lower Parel,
Mumbai - 400013

... Financial Creditor/Petitioner No. 2

-Vs-

M/s JBS Enterprises Limited

(Formerly Known as JBS Enterprises Private Limited)
Having its registered Office at
Building No. 20A, 2, 1st Floor,
Bella Vista, Oswal Park,
Pokhran Road No. 2,
Thane (West) - 400601

... Corporate Debtor

Order pronounced on 18.02.2026

CORAM :

**SH. NILESH SHARMA, HON'BLE MEMBER (JUDICIAL)
SH. SAMEER KAKAR, HON'BLE MEMBER (TECHNICAL)**



APPEARANCE (IN V-C MODE)

For Financial Creditor: Adv. Mr. Narpat Singh i/b Indialaw LLP

For Corporate Debtor: Adv. Ms. Prachi Wazalwar

O R D E R S

PER: BENCH

1. The present **Company Petition bearing CP (IB) No. 546/MB/2025** has been jointly filed under Section 7 of the Insolvency and Bankruptcy Code, 2016 by two Financial Creditors, namely **Insta Capital Private Limited** (hereinafter referred to as “Financial Creditor No. 1”) and **Richbond Capital Private Limited** (hereinafter referred to as “Financial Creditor No. 2”), against **M/s JBS Enterprises Limited (formerly known as JBS Enterprises Private Limited) (hereinafter referred to as “the Corporate Debtor”)**, seeking initiation of the Corporate Insolvency Resolution Process (CIRP), appointment of an Interim Resolution Professional, and declaration of moratorium under the provisions of the Insolvency and Bankruptcy Code, 2016.
2. This Application was affirmed on 22.04.2025.
3. Perusal of the Part I of the Application reveals that the Applicant is one **Insta Capital Private Limited** (hereinafter referred to as “**the Financial Creditor No. 1**”) having address “*15th Floor, 1515, One Lodha Place, Senapati Bapat Marg, Lower Parel, Mumbai - 400013*” and **Richbond Capital Private Limited** (hereinafter referred to as



“**the Financial Creditor No. 2**”) having address a905, One Lodha Place, Senapati Bapat Marg, Lower Parel, Mumbai – 400013.

4. Part II of the application reveals that the Corporate Debtor is one **M/s JBS Enterprises Limited** (Formerly Known as JBS Enterprises Private Limited). The Corporate Debtor is registered under CIN: U74210MH2004PLC148516 and was incorporated on 10.09.2004. The registered office of the Corporate Debtor is located at Building No. 20A, 2, 1st Floor, Bella Vista, Oswal Park, Pokhran Road No. 2, Thane (West) - 400601.
5. Perusal of the Part III reveals that the Applicant has named **Mr. Rajeev Mannadiar**, 401, Darshan CHS, R Dadaji Street, Fort, Near Hotel Fountain Plaza, Mumbai 400 001, **E-mail: rajeev@integroip.com** having **IP Registration No – IBBI/IPA-001/IP-P00212/2017-2018/10412**. The proposed IRP has given his consent in Form No. 2 which is appended at Page No. 31 to 35. The AFA of the proposed IRP is valid till 30.06.2027 as per IBBI website.
6. Perusal of the Part IV reveals that the Petitioner no. 1 has sanctioned total loan of Rs. 96,00,000/- (Rupees Ninety-Six Lakhs only) and Petitioner no. 2 has sanctioned term loan of Rs. 1,80,00,000/- (Rupees One Crore Eighty Lakhs Only). The amount of Rs. 96 Lakh was disbursed on 29.01.2024 as can be seen from the bank statement attached on Page No. 82 of the Application. Further the amount of Rs. 1.80 Crore was disbursed by the



Petitioner No.2 on 04.01.2024 as can be seen from Page No.91 of the Application.

7. Under the present petition the Petitioner no. 1 is claiming a sum of Rs. 88,66,401/- (Rupees Eighty-Eight Lakhs, Sixty-Six Thousand, Four Hundred and One Only) and Petitioner no. 2 is claiming Rs. 1,55,95,437/- Rupees One Crore, Fifty-Five Lakhs, Ninety Five Thousand, Four Hundred and Thirty Seven Only).
8. The total outstanding claim by the two petitioners is Rs. 2,44,61,838/- (Rupees Two Crore, Forty-Four Lakhs, Sixty-One Thousand, Eight Hundred and Thirty Eight Only) which includes principal amount of Rs. 2,24,35,000/- and interests of Rs. 20,26,838/-.
9. It is stated that the Corporate Debtor approached Financial Creditor no. 1 vide loan Application dated 23.01.2024 pursuant to which petitioner no. 1 granted working capital loan of Rs. 96,00,000/- (Rupees Ninety-Six Lakhs Only) vide Sanction Letter dated 25.01.2024, the credit facility of Rs. 96,00,000/- (Rupees Ninety Six Lakhs Only) was to be repaid at the rate of Rs 8,00,000/- (Rupees Eight Lakh only) per month for 12 months, which amount was further subdivided into four payments of Rs. 2,00,000/- each, weekly.
10. It is stated that the Corporate Debtor vide Letter dated 01.07.2024, confirmed that the balance outstanding amount as on 01.07.2024 is Rs. 82,00,000/- (Rupees Eighty-Two Lakhs Only) and that the



amount paid totaling to INR 7,00,000 (Rupees Seven Lakhs Only) was adjusted towards interest charges arising from delayed payments for the extension of multiple instalments.

11. It is stated that as per the repayment terms, the equated monthly instalments of INR 2,00,000/- were to be paid on a weekly basis for 48 weeks starting from 06.02.2024 till 31.12.2024. Corporate Debtor has defaulted on the repayment terms and there has been a continuous default in the repayment of the aforesaid credit facility due to Financial Creditor No. 1 since March, 2024.
12. It is stated that the Corporate Debtor has availed the credit facilities sanctioned by Financial Creditor No. 1 and have unequivocally accepted the terms and conditions mentioned therein. That despite repeated demands made by Financial Creditor No. 1, Corporate Debtor has failed and neglected to pay the instalments of principal and other monies, as per the terms of the sanction of the credit facility.
13. It is stated that the Corporate Debtor approached the Petitioner no. 2 for financial assistance of a short-term loan of Rs. 1,80,00,000/- (Rupees One Crore Eighty Lakhs Only) vide letter dated 02.01.2024 and that the Petitioner no. 2 vide sanction letter dated 04.01.2024 sanctioned by the loan.
14. It is stated that the Corporate Debtor accepted the terms and conditions of the credit facility and in order to secure the said credit facility sanctioned vide Sanction letter dated 04.01.2024, Corporate



Debtor signed and executed the following documents in favour of Financial Creditor No. 2:

- Board Resolution dated 02.01.2024
- Declaration and Confirmation of Debt dated 03.02.2024
- Bill of Exchange dated 04.01.2024
- Promissory Note dated 04.01.2024

15. It is stated that the said loan of Rs. 1,80,00,000/- (Rupees One Crore Eighty Lakhs Only) was to be repaid in 12 equated monthly instalments of Rs. 15,00,000/- (Rupees Fifteen Lakhs only) and that would be split in two equal fortnightly payments of Rs. 7,50,000/- each and would be payable on the 8th and 25th of every month, commencing from 25.01.2024. The rate of interests agreed was 2.75% per month.

16. It is stated that the Corporate Debtor has availed the credit facilities sanctioned by Financial Creditor No. 2 and has unequivocally accepted the terms and conditions mentioned therein. However, despite availing the credit facilities, Corporate Debtor, has failed and neglected to adhere to the agreed repayment schedule, thereby committing a breach of the repayment obligations.

17. It is stated that a sum of Rs. 11,33,470 (Rupees Eleven Lakhs Thirty-Three Thousand Four Hundred Seventy Only) received from Corporate Debtor was adjusted towards interest charges arising from delayed payments, and the extension of multiple instalments as per the agreed terms. That vide Letter dated 13.02.2025,



Corporate Debtor confirmed that the amount paid totaling to Rs. 11,33,470 (Rupees Eleven Lakhs Thirty-Three Thousand Four Hundred Seventy Only) was adjusted towards interest charges arising from delayed payments for the extension of multiple instalments and also further confirmed that the balance outstanding principal amount as on 13.02.2025 is Rs. 1,42,50,000/- (Rupees One Crore Forty-Two Lakhs Fifty Thousand Only).

18. Legal Notice cum Loan Recall Notice was issued by Petitioner no. 1 on 19.03.2025 and the entire loan was recalled. Petitioner no. 1 asked the Corporate Debtor to repay the total outstanding amount of Rs. 86,63,317/- (Rupees Eighty Six Lakhs Sixty Three Thousand Three Hundred and Seventeen Only) due as on 20.03.2025 within a period of 7 days from the receipt of the said notice which was delivered on 21.03.2025. As such, the date of default is taken as 28.03.2025.
19. Legal Notice cum Loan Recall Notice was issued by Petitioner no. 2 on 18.03.2025 and the entire loan was recalled. Petitioner no. 2 asked the Corporate Debtor to repay the total outstanding amount of Rs. 1,51,38,250/- (One Crore Fifty-One Lakhs Thirty-Eight Thousand Two Hundred and Fifty) due as on 17.03.2025 within a period of 7 days from the receipt of the said notice, which was delivered on 20.03.2025 As such the date of default is taken as 27.03.2025.



20. As regards the date of default the Applicant has stated in the present petition as under: -

*“That the date of default in the present petition has been taken in accordance with the prevailing judgements passed by the Hon'ble NCLAT. The Hon'ble NCLAT in the matter of **Koncentric Investments Ltd. & Anr. v/s Standard Chartered Bank & Anr. (Company Appeal (AT) (Insolvency) No. 911 of 2021)**, vide Judgment dated 27.01.2022, after perusing the language of Section 7 of the Insolvency and Bankruptcy Code, 2016 ("IBC"), observed that the Section 7(1) does not in any manner mention/specify 'first default' and hence, it shall not necessarily be only the first date of default which is to be reckoned as the only date of default to demonstrate maintainability of the petition. That more recently in **Indiabulls Housing Finance Limited v/s Revital Realty Private Limited (Company Appeal (AT) (Insolvency) No. 994 of 2022)**, vide Judgment dated 24.05.2023, the Hon'ble NCLAT reiterated the view taken in Koncentric (supra) and held that each default in part payment as per repayment schedule and the date on which the entire loan facilities stood defaulted all provide fresh cause of action for the purposes of Section 7 petitions. In Indiabulls (supra) the Hon'ble NCLAT upheld the lender's categorization of the date on which entire loan facilities fell due as per terms of loan recall notice to be a valid date of default, though the "first" default as per the repayment terms had taken place much earlier in time. In view of the aforesaid facts and circumstances and the judgment of the Hon'ble NCLAT in Koncentric (supra) and Indiabulls (supra), the present Company Petition*



is maintainable as per the provisions of the Code and the other laws in force.”

21. It is stated that a group of Financial Creditors converse and under joint hands put the financial limit of Rs. 1,00,00,000/- stipulated under 7 of the Code, to initiate a CIRP under the Code.
22. For this purpose, Applicants have relied upon the Judgment of Hon’ble Apex Court in ***Manish Kumar Vs. Union of India and another*** more particularly para 135 which is reproduced herein below; -

“It is indisputable that in order to successfully move an application under Section 7 that there must be a default which must be in a sum of Rs.1 crore. It is equally clear that the amount of Rs.1 crore need not be owed by the corporate debtor in favour of the applicant. It must be noted that the Explanation existed even prior to the provisos being inserted. It is open to a financial creditor, to move an application in the company of another financial creditor or more than one other financial creditor. In fact, a perusal of the Rules, which we have already extracted, would indicate that irrespective of the number of applicants the Court Fee would remain Rs. 25,000/-. This answers the alleged vagueness about court fees where the provisos are given effect to. Thus, de hors the impugned provisos in terms of the Explanation in sub-Section 7(1), a financial debt need not be owed to the applicant and as joint application by more than one applicant was and is contemplated, the resultant position would be that any number of applicants, without any amount being due to them, could move an application under Section 7, provided that



they are financial creditors and there is a default in a sum of Rs.1 crore even if the said amount is owed to none of the applicants but to any another financial creditor. This position has not undergone any change even with the insertion of the provisos. In other words, even though the provisos require that in the case of a real estate project, being conducted by a corporate debtor, an application can be filed by either one hundred allottees or allottees constituting one-tenth of the allottees, whichever is less, if they are able to establish a default in regard to a financial creditor and it is not necessary that there must be default qua any of the applicants. We have taken an extreme example to illustrate how the Code can possibly be worked”

23. The Applicants have attached at page no. 22 and 27 a certificate of registration with Reserve Bank of India being an “NBFC”.
24. The Applicants relied upon the following documents: -
- i. Copy of Loan Application dated 23.01.2024 **(Exhibit- “J”)**
 - ii. Copy of Board Resolution of Corporate Debtor dated 23.01.2024 **(Exhibit- "K")**
 - iii. Copy of Finance Proposal by Corporate Debtor dated 25.01.2024 **(Exhibit- "L")**
 - iv. Copy of Sanction Letter by Insta Capital Private Limited dated 25.01.2024 **(Exhibit- "M")**
 - v. Copy of Bill of Exchange dated 29.01.2024 (Exhibit- "N")
 - vi. Copy of Amount Confirmation Letter by Corporate Debtor dated 29.01.2024 **(Exhibit- "O")**



- vii. Copy of Acknowledgement of Debt by Corporate Debtor to Financial Creditor No. 1 (Insta Capital Private Limited) dated 01.07.2024 **(Exhibit- "P")**
 - viii. Copy of Letter dated 02.01.2024 addressed by Corporate Debtor to Financial Creditor No. 2 (Richbond Capital Private Limited) requesting term loan **(Exhibit- "Q")**
 - ix. Copy of Board Resolution dated 02.01.2024 **(Exhibit- "R")**
 - x. Copy of Sanction Letter by Richbond Capital Private Limited dated 04.01.2024 **(Exhibit- "S")**
 - xi. Copy of Bill of Exchange dated 04.01.2024 **(Exhibit- "T")**
 - xii. Copy of Promissory Note dated 04.01.2024 **(Exhibit- "U")**
 - xiii. Copy of Letter dated 04.01.2024 addressed by Corporate Debtor to Financial Creditor No. 2 (Richbond Capital Private Limited) **(Exhibit- "V")**
 - xiv. Copy of Declaration and Confirmation of Debt dated 03.02.2024 given by Corporate Debtor to Financial Creditor No. 2 (Richbond Capital Private Limited) **(Exhibit- "W")**
 - xv. Copy of Acknowledgement of Debt by Corporate Debtor to Financial Creditor No. 2 (Richbond Capital Private Limited) dated 13.02.2025 **(Exhibit- "X")**
25. Notice was issued to the Corporate Debtor vide order dated 26.05.2025.
26. Order dated 11.06.2025 records that service through registered post could not be completed and substituted services was ordered.



27. The Applicant carried out paper publications on 23.06.2025 and the same is recorded in the order dated 07.07.2025.
28. Order dated 30.07.2025 records that no reply was filed by the Corporate Debtor pursuant thereto right of the Corporate Debtor to file reply was closed.
29. The Corporate Debtor filed in IA being IA-3856 of 2025 seeking recall of the order dated 30.07.2025.
30. The said IA was allowed vide order dated 25.08.2025 and the reply attached along with IA to the Company Petition was taken on record.
31. Reply has been filed by the Corporate Debtor by an affidavit dated 12.08.2025 affirmed by one Mr. Milind Devidas Thekedar stated to be Managing Director of the Corporate Debtor.
32. **The objections in the reply are as under:-**
 - i. The Petition is defective and incorrect in material particulars. The Financial Creditors have created a false representation about the debt and have deliberately created a confusion around the amount of sanctioned debt, the amounts disbursement, discount/interest charge, payments made by the Corporate Debtor and the residual amount.
 - ii. The provisions of Section 180 of Companies Act regarding special resolution etc were not complied with. No authority from the shareholders of the Corporate Debtor company was ever obtained.



- iii. The Corporate Debtor was converted from a Private Limited Company to a Public Limited Company on 13.09.2023.
 - iv. The sanction letter, board resolution, loan Application, the bill of exchange, confirmation of disbursement, all are in name of "JBS Enterprises Private Limited".
 - v. The Financial Creditors have submitted and relied upon the documents that are unstamped.
 - vi. The Affidavit verifying the petition is on a stamp paper Rs. 100.
 - vii. Proper authorization to the persons who were affirming the present Application is desired.
 - viii. The record of default in the name of "JBS Enterprises Limited" is invalid.
 - ix. The purported board resolution of the Corporate Debtor attached to the petition bears the name of Kamar Infrastructure Private Limited.
33. In para 09, 10, 11 and 12 of the reply affidavits the Corporate Debtor confirms that it has made certain payments to the Applicant.
34. The Applicants have filed an Additional Affidavit, which is dated 06.06.2025 placing on record **Form -D** issued by NeSL. A perusal of which reveals that status of authentication is "deemed to be authenticated".



35. Written notes have been filed by the Financial Creditor & Corporate Debtor, the same have been considered by us.
36. No rejoinder was filed by the Applicant.
37. On 12.09.2025, Mr. Milind Devidas Thekedar, Managing Director of the Corporate Debtor attended the hearing and requested some time to settle the matter with the Applicant One Mr. Vivek Bajaj for the Applicant was present and at the request of the parties this Tribunal deferred the matter so that the parties can arrive at a settlement.
38. Order dated 19.11.2025, records that Ld. Counsel Mr. Yahya Batatawala has handed over two cheques, one in favour of Insta Capital Pvt. Ltd. for an amount of Rs.56,58,940/- and another cheque in the name of Rich Bond Capital Pvt. Ltd. for an amount of Rs.81,11,695/- both totaling to Rs.137.69 Lakh. Both the cheques were dated 26.11.2025.
39. Order dated 04.12.2025 records that the Applicants stated that both cheques have since been dishonored.
40. Ld. Counsel for the Corporate Debtor states that there are certain GST related issue and they be given further time of 7 days.
41. As the Applicant was willing to consider granting 7 more days' time, the matter was relisted for 15.12.2025.
42. Applicant's Counsel on 15.12.2025 stated that they have not received any payment from the Corporate Debtor.



43. He thereafter pressed for the Application and the matter was heard and reserved for orders.

Analysis and Findings:-

44. Applicant has placed documents on record demonstrating that upon an Application by the Corporate Debtor the Applicants have sanctioned and disbursed to the Corporate Debtor the amounts of Rs. 96 Lakh (by Petitioner no.1) and Rs. 180 Lakhs (by Petitioner no.2)
45. The Applicants have also placed on record necessary evidence that such amounts were disbursed against the time value of money and at agreed rate of interests of 2.75% per month.
46. It is stated that the Corporate Debtor could not maintain financial discipline and thereafter defaulted in its financial obligations.
47. The Applicants have thereafter issued legal notice cum recall notice on 19.03.2025 and 18.03.2025 and the entire loans were recalled.
48. The date of default is stated as **28.03.2025**.
49. Corporate Debtor has taken certain plea in its reply but has not denied the sanction and disbursement of the loan to the it.
50. The Corporate Debtor has stated that originally it was a private limited company, however, on 13.09.2023, it was converted into a public limited company. It further states that though it got converted into “JBS Enterprises Ltd” from “JBS Enterprises Pvt.



Ltd” with effect from 13.09.2023, the loan application form, board resolution of the Corporate Debtor, sanction letter and other documents attached by financial creditor No. 1, the confirmation of the disbursement and balance confirmation letter all show the erstwhile name of the Corporate Debtor. Its states that these anomalies raise serious concerns about authenticity of the above referred documents. The said plea of the Corporate Debtor cannot be accepted considering that the applicants have been able to establish the existence of debt and default including disbursement of the debt from the Bank Accounts of the Applicants. It is also observed that all the above referred documents were executed by the Corporate Debtor in its erstwhile name as a private limited company and, therefore, there is a default/non-compliance of provisions of law by the Corporate Debtor and after having got the benefit of the transaction entered into with the financial creditors by availing the finance from them, the Corporate Debtor cannot take the plea that it has wrongfully signed/executed the different documents in its erstwhile name and, therefore, the present proceedings may not proceed against it.

51. The corporate debtor has also taken the plea that the board resolution attached by the Applicant along with the Application on page no. 44 authorizing it to approach and avail finance of Rs. 96 lakh from Petitioner No.1 contains the name of one “Kamar Infrastructure Pvt. Ltd” and not of the name of the Corporate



Debtor. It is observed that the said resolution though in the heading contains the name of “Kamar Infrastructure Pvt. Ltd” however, it refers to the transaction entered into by the corporate debtor with petitioner No. 1 and that the said resolution has been printed on the letterhead of the corporate debtor and his also signed by an authorized signatory on behalf of the corporate debtor only. Moreover, as stated above that after taking advantage of the transaction, which is fully established by the Applicants based on the documents attached and also the conduct of the corporate debtor by issuing acknowledgement/confirmation of debt and even offering to pay the dues of both the Applicants and handing over cheques in the court to the Ld. Counsel for the Applicants, which got dishonored later on, the applicant cannot take the said technical plea as a defence in the present proceedings

52. Another plea of the Corporate Debtor is regarding insufficient stamp duty.
53. In our view the same plea cannot be raised in the present proceedings and as the Applicants have placed before us sufficient to material, which otherwise prove the debt and default.
54. The above also holds good for the objection raised by the Corporate Debtor qua applicability of Section 180 of the Companies Act. We are of the view that “doctrine of Indoor Management” is applicable to the Corporate Debtor and it cannot be allowed to take advantage



of its own non-compliance, if any, after availing the disbursement and utilizing the funds.

55. The repeated attempts by the Corporate Debtor to reach settlement in the present proceedings as recorded in the orders dated 12.09.2025, 22.09.2025, 19.11.2025 and 04.12.2025 and issuance of cheques by the Corporate Debtor to the Applicants herein as recorded in the order dated 19.11.2025 go on to prove the existence of debt and that the same is in default.

56. In our view the Application is complete, the Applicant has placed enough material on record to prove existence of financial debt which is in default for a value exceeding Rs. one crore and that the said application is within the limitation period.

57. Further, the Hon'ble Supreme Court in the case of ***Innoventive Industries Limited v. ICICI Bank Limited***, (Civil Appeal Nos. 8337-8338 of 2017) (2017) 8SCR 33 has discussed extensively the scope of the power of the Adjudicating Authority under section 7 of the IBC and has held that the same is limited to assessing the records provided by the financial creditor to satisfy itself that the default has occurred. The relevant portion of the said Judgment is reproduced below:

“28. When it comes to a financial creditor triggering the process, Section 7 becomes relevant. Under the explanation to Section 7(1), a default is in respect of a financial debt owed to any financial creditor of the corporate debtor – it need not be a debt owed to the applicant financial creditor. Under Section 7(2), an application is to be made under sub-section



(1) in such form and manner as is prescribed, which takes us to the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016. Under Rule 4, the application is made by a financial creditor in Form 1 accompanied by documents and records required therein. Form 1 is a detailed form in 5 parts, which requires particulars of the applicant in Part I, particulars of the corporate debtor in Part II, particulars of the proposed interim resolution professional in part III, particulars of the financial debt in part IV and documents, records and evidence of default in part V. Under Rule 4(3), the applicant is to dispatch a copy of the application filed with the adjudicating authority by registered post or speed post to the registered office of the corporate debtor. The speed, within which the adjudicating authority is to ascertain the existence of a default from the records of the information utility or on the basis of evidence furnished by the financial creditor, is important. This it must do within 14 days of the receipt of the application. It is at the stage of Section 7(5), where the adjudicating authority is to be satisfied that a default has occurred, that the corporate debtor is entitled to point out that a default has not occurred in the sense that the “debt”, which may also include a disputed claim, is not due. A debt may not be due if it is not payable in law or in fact. The moment the adjudicating authority is satisfied that a default has occurred, the application must be admitted unless it is incomplete, in which case it may give notice to the applicant to rectify the defect within 7 days of receipt of a notice from the adjudicating authority. Under sub-section (7), the adjudicating authority shall then communicate the order passed to the financial creditor and corporate debtor within 7 days of admission or rejection of such application, as the case may be.

.....

30. On the other hand, as we have seen, in the case of a corporate debtor who commits a default of a financial debt, the adjudicating authority has merely to see the records of the information utility or other evidence produced by the financial creditor to satisfy itself that a default has occurred. It is of no matter that the debt is disputed so long as the debt is “due” i.e. payable unless interdicted by some law or has not yet become due in the sense that it is payable at some future date. It is only when this is proved to the satisfaction of the adjudicating authority that the adjudicating authority may reject an application and not otherwise”.



58. In view of the forgoing we are left with no other choice but to order for initiation of Corporate Insolvency Resolution Process against the Corporate Debtor herein.
59. In view of the above we make the following order.

ORDER

In view of the aforesaid findings, this Application being **CP (IB) No. 546/MB/2025** jointly filed under Section 7 of the Insolvency and Bankruptcy Code, 2016 by two Financial Creditors, namely **Insta Capital Private Limited** (hereinafter referred to as “Financial Creditor No. 1”) and **Richbond Capital Private Limited** (hereinafter referred to as “Financial Creditor No. 2”), in respect of **M/s JBS Enterprises Limited** (Formerly Known as JBS Enterprises Private Limited), **the CD, is admitted.**

We further declare a moratorium under Section 14 of IBC, 2016 with consequential directions as mentioned below:

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



- b) transferring, encumbering, alienating, or disposing of by the CD any of its assets or any legal right or beneficial interest therein;
 - c) any action to foreclose, recover, or enforce any security interest created by the CD in respect of its property, including any action under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002, and;
 - d) the recovery of any property by an owner or lessor where such property is occupied by or in possession of the CD.
- II. That the supply of essential goods or services to the CD, if continuing, shall not be terminated or suspended or interrupted during the moratorium period.
- III. That the order of moratorium shall have effect from the date of this order till the completion of the CIRP or until this Tribunal approves the resolution plan under Section 31(1) of the IBC or passes an order for the liquidation of the CD under Section 33 thereof, as the case may be.
- IV. That the public announcement of the CIRP shall be made in immediately as specified under Section 13 of the IBC read with Regulation 6 of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016.
- V. That this Bench hereby appoints **Mr. Rajeev Mannadiar,,** having Registration No. as **IP Registration No – IBBI/IPA-**



001/IP-P00212/2017-2018/10412 and **E-mail: rajeev@integroip.com** having valid Authorization for Assignment up to 30.06.2027 from the panel of as provided by the IBBI, as the IRP in this matter.

- VI. That the fee payable to IRP/RP shall be in accordance with such Regulations/Circulars/ Directions as may be issued by the IBBI.
- VII. That during the CIRP Period, the management of the CD shall vest in the IRP or, as the case may be, the RP in terms of Section 17 or Section 25, as the case may be, of the IBC. The officers and managers of the CD are directed to provide effective assistance to the IRP as and when he takes charge of the assets and management of the CD. Coercive steps will follow against them under the provisions of the IBC read with Rule 11 of the NCLT Rules, 2016 for any violation of the law.
- VIII. IRP to give notice of commencement of CIRP to all the Statutory Authorities which govern the Corporate Debtor immediately upon commencement of CIRP.
- IX. That the IRP/IP shall submit to this Tribunal periodical reports with regard to the progress of the CIRP in respect of the CD.
- X. In exercise of the powers under Rule 11 of the NCLT Rules, 2016, the FC is directed to deposit a sum of Rs.3,00,000/-



(Three Lakh Rupees) with the IRP to meet the initial CIRP cost arising out of issuing public notice and inviting claims, etc. The amount so deposited shall be interim finance and paid back to the FC on priority upon the funds becoming available with IRP/RP from the Committee of Creditors (CoC). The expenses incurred by IRP out of this fund are subject to approval by the CoC.

- XI. A copy of this Order be sent to the Registrar of Companies, Maharashtra, Mumbai for updating the Master Data of the Corporate Debtor.
- XII. A copy of the Order shall also be forwarded to the IBBI for record and dissemination on their website.
- XIII. The Registry is directed to immediately communicate this Order to the FC, the CD and the IRP by way of Speed Post, e-mail and WhatsApp.
- XIV. **Compliance report of the order by Designated Registrar is to be submitted today.**

Sd/-
SAMEER KAKAR
MEMBER (TECHNICAL)
(frk)

Sd/-
NILESH SHARMA
MEMBER (JUDICIAL)