

**IN THE NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH, COURT - II**

CP (IB) No. 4/MB/2021

Under section 95 of the Insolvency and Bankruptcy Code, 2016 read with Rule 7 of the Insolvency and Bankruptcy (Application to Adjudicating Authority for Insolvency Resolution Process for Personal Guarantors to Corporate Debtors) Rules, 2019.

*In the matter of:
Mr. Dheeraj Wadhawan*

Union Bank of India

Having Head Office at: - Union Bank Bhavan, 239, Vidhan Bhavan Marg, Nariman Point, Mumbai-400 021.

..... Applicant/ Creditor

Versus

Mr. Dheeraj Wadhawan

Having address at: - Plot No. 32-A, Union Park Road No.05, Petit Girls School, Bandra West, Mumbai-400050.

..... Personal Guarantor/Respondent

Order Delivered on :- 20.03.2024.

Coram:

Shri. Anil Raj Chellan
Member (Technical)

Mr. Kuldip Kumar Kareer
Member (Judicial)

Appearances (in physical mode):

For the Petitioner : Sr. Counsel Mr. Chetan Kapadia a/w
Anush Mathkar and Vivek Sharma.

For the Resolution Professional : Sr. Counsel Mr. Ashish Kamat a/w
Vivek Shetty a/w Nishant Upadhyay
and Ms. Mrudula Dixit.

ORDER

Per: - Mr. Kuldip Kumar Kareer, Member (Judicial).

1. The present Application is filed under Section 95 of the Insolvency and Bankruptcy Code, 2016 (hereinafter referred to as IBC, 2016") read with Rule 7(2) of the Insolvency and Bankruptcy (Application to Adjudicating Authority for Insolvency Resolution Process for Personal Guarantors to Corporate Debtors) Rules, 2019 ('PG AAA Rules') by Union Bank of India (hereinafter referred to as "Financial Creditor" or "UBI" or "Creditor") for the purpose of initiating insolvency process against Mr. Dheeraj Wadhawan (hereinafter referred to as "Personal Guarantors") for a default amount of INR 3958,30,48,963.71/- (Rupees Three Thousand Nine Hundred and Fifty-Eight Crores, Thirty Lakhs, Forty-Eight Thousand, Nine Hundred and Sixty Three, and Seventy-One Paise only) including interest or penalties, in relation to

credit facilities. The date on which default occurred is stated to be 23.09.2020. The Respondent/Personal Guarantor had provided unconditional and irrevocable Guarantees towards the Credit Facilities granted to the Corporate Debtor.

Case of the Applicant (in brief):

2. The Applicant, Union Bank of India has filed the present company petition for seeking initiation of personal insolvency proceedings under Section 95 and Section 97 of the Insolvency and Bankruptcy Code, 2016 against Mr. Dheeraj Wadhawan, being a personal guarantor to the debts owed by Dewan Housing Finance Corporation Limited ("DHFL") inter alia to UBI, Andhra Bank and Corporation Bank (Andhra Bank and Corporation Bank were amalgamated into UBI with effect from April 1, 2020). Mr. Dheeraj Wadhawan is the erstwhile Promotor and Non-Executive Director of DHFL and holds 18,00,000 shares in DHFL.
3. Pursuant to various loan documents such as the Consortium Agreement dated July 24, 2010, First Supplemental Consortium Agreement dated June 29, 2011, Second Supplemental Consortium Agreement dated June 26, 2012, Third Supplemental Consortium Agreement dated June 20, 2013, Fourth Supplemental Consortium Agreement dated June 25, 2014 and Fifth Supplemental Consortium Agreement dated June 18, 2015 (collectively "DHFL Facility Agreements"), DHFL had availed various Term Loan Facilities to the tune of INR 4009.51 Crores and Working Capital Facilities to the tune of INR 450 Crores (Term Loan Facilities and Working Capital Facilities are collectively referred to as "Credit Facilities"), from the Financial Creditor.

4. The Personal Guarantor had executed the Joint Deed of Guarantee June 22, 2019, guaranteeing jointly and severally, absolutely, irrevocably and unconditionally to the consortium of banks (including UBI), the performance of DHFL's obligations in/ under the Credit Facilities, repayment as the principal obligor for the Credit Facilities availed by DHFL, and payment on demand without demur and/or contest the principal sum therein pursuant to the Credit Facilities together with contractual interests and charges. As per Clause 41 of the Joint Deed of Guarantee, the Personal Guarantor has created security by way of a general lien and set-off on all of Personal Guarantor's other accounts and/or securities in favour of the consortium of banks (including the Creditor), for the repayment of credit facilities.
5. By an order dated December 3, 2019, an application (being C.P. (IB)-4258/MB/2019) filed by the Reserve Bank of India ("RBI"), was admitted by the Hon'ble National Company Law Tribunal, Mumbai Bench ("NCLT"), and inter alia the corporate insolvency resolution process ("CIRP") was commenced in respect of DHFL. Pursuant to the public announcement by the Administrator, the Creditor had filed claim for an amount of INR 36,45,56,87,597.83 before the Administrator, out of which the claim to the tune of INR 35,17,30,39,020 was admitted by the Administrator.
6. Upon occurrence of Events of Default under the DHFL Facility Agreements, the Creditor issued invocation cum demand notice dated September 10, 2020 along with supplementary demand notice dated September 21, 2020 to the Personal Guarantor to pay the outstanding amounts aggregating to INR 39,58,30,48,963. 71 as on August 31, 2020, in respect of the Credit Facilities ("Default Amount"). As the Personal Guarantor failed to pay the amounts within the prescribed

time, the debt became due from the Personal Guarantor on September 23, 2020 in terms of the invocation-cum-demand notice dated September 10, 2020 and on October 2, 2020 in terms of the supplementary invocation-cum-demand notice dated September 21, 2020.

7. Pursuant to the above notice, the Creditor issued a demand notice to the Personal Guarantor under the provisions of the IBC, read with the PG AAA Rules on October 7, 2020 ("IBC Demand Notice"), which is not replied to by the Personal Guarantor till date. Since the Personal Guarantor has not paid the Default Amount within fourteen days of receipt of the IBC Demand Notice, the present company petition is being filed by the Applicant, on behalf of the Creditor/UBI.

Reply of the Respondent Personal Guarantor: The Respondent has filed his Affidavit-in-Reply dated August 26, 2021 and Additional Affidavit-in-Reply dated February 02, 2023. The contentions of the Respondent are briefly covered hereinbelow:

8. The Demand Notice, as mandated under the provisions of the Code, has not been served upon the Respondent till date. The Petitioner has through its advocates, sought to serve a copy of the present petition upon the Respondent at Taloja Jail, Navi Mumbai. Thus, the Petitioner was at all relevant times aware that the Respondent was in judicial custody, and despite the said knowledge, the Petitioner failed to serve the Demand Notice as required under the Code. Since the present petition has been filed without in the first instance serving a demand notice, the same is not maintainable and ought to be dismissed on this ground alone.

9. The present proceedings are in violation of the Respondent's rights in the background of settled law under the Code as well as substantive rights under the Indian Contract Act, 1872. Right to attend meetings of the CoC and participate in the CIRP, including but not limited to providing feedback on the resolution plans, is a valuable right of the management of the Corporate Debtor which cannot be dispensed with. However, the said valuable right has been denied to the petitioner. Despite requests in this behalf by Mr. Kapil Wadhawan (who is a brother of the Respondent), the Administrator has illegally refused to provide a copy of the said resolution plan.

10. The Joint Deed of Guarantee dated 22.06.2019 was entered into in breach of the applicable RBI circular being the Master Circular-Guarantees and Co-acceptances bearing No. RBI/2015-16/76, DBR No. Dir. BC.11/13.03.00/2015-16, updated as on 30.06.2015. On plain reading of the aforesaid Circular, it is clear that personal guarantees are not to be insisted on and/or obtained by lenders, except in the rare and limited circumstances as set out. Therefore, the Joint Deed of Guarantee has been obtained in violation of the RBI Master Circular i.e. in violation of RBI directions, which have the force of statutory law and the said Deed cannot be enforced.

11. In his Additional Affidavit in Reply dated 02nd February 2023, the Respondent states that he had executed a Joint Deed of Guarantee dated 22nd June, 2019 in favour of Catalyst Trusteeship Ltd., being the Security Trustee appointed by 29 Bank Consortium for accepting the securities furnished to secure the loans advanced by the Consortium to Dewan Housing Finance Ltd., the principal borrower and for holding

the same in trust for the benefit of Consortium. Upon reading Recital E, Article 1, Article 2.2.1, Article 2.2.2, Article 2.3, Article 3.1, Article 3.2, Article 3.3, Article 3.4, Article 4.7, Article 8.5 of the Security Trustee Agreement dated 18th June 2015, it is apparent that the obligation as well as the duty of enforcement of the security documents is that of the Security Trustee and the same has to be enforced with the joint consensus of the Consortium. Even Clause 8.5 of the aforesaid Agreement provides that only the “said Banks” i.e. the Consortium in its entirety can take any action to enforce the security documents de hors the Security Trustee, and not any individual bank. On a joint reading of the Security Trustee Agreements and the Joint Deed of Guarantee, it is apparent that the Joint Deed of Guarantee can be enforced only by the Security Trustee, or by the Consortium together. In the present case, the Petitioner has, in complete disregard of the above documents, sought to unilaterally enforce the Joint Deed of Guarantee. The above actions of the Petitioner in filing the captioned Petition being completely without authority and in violation of the Joint Deed of Guarantee and the Security Trustee Agreements, are unsustainable and render the captioned Petition liable to be dismissed.

12. It is also apparent that the Resolution Professional has failed in his duty u/s 99 of the Code, as he has made no efforts whatsoever to examine the locus of the Petitioner to maintain the above-captioned petition. On perusal of the Report u/s 99 dated 25.04.2022, it is clear that the Resolution Professional has not even attempted to seek copies of the Security Trustee Agreements from the Petitioner, nor has he examined the relevant clauses of the Joint Deed of Guarantee which provides that only the Consortium together can seek to enforce the Joint Deed of Guarantee. The aforesaid dereliction of duty by RP is in

breach of the statutorily prescribed Code of Conduct for Insolvency Professionals pursuant to Regulation 7(2)(h) of the IBBI (Insolvency Professional) Regulations, 2016. In view of the aforesaid, the recommendation contained in the purported Report dated 25.04.2022 filed by the Respondent is in blatant ignorance of law and facts and thus, liable to be rejected and consequently, even the petition should be dismissed.

FINDINGS

13. We have heard the learned counsel for the Petitioner and gone through the records.
14. The above-captioned petition has been filed by the Union Bank of India ('UBI') u/s 95 of the Code against Mr. Dheeraj Wadhawan as a personal guarantor for the facilities advanced by UBI to Dewan Housing Finance Corporation Ltd ('DHFL'). By Notification dated March 04, 2020, Andhra Bank and Corporation Bank were amalgamated into UBI. Thus, all facilities granted and disbursed by UBI, Andhra Bank and Corporation Bank are considered to have been granted and disbursed by UBI. Total Credit Facilities sanctioned by UBI, Andhra Bank and Corporation Bank were to the tune of Rs. 4,459.51 crores. The Personal Guarantor had executed the Joint Deed of Guarantee on June 22, 2019, guaranteeing jointly and severally, absolutely, irrevocably and unconditionally to the consortium of banks (including the Creditor), the performance of DHFL's obligations in/ under the Credit Facilities, repayment as the principal obligor for the Credit Facilities availed by DHFL, and payment on demand without demur and/or contest the principal sum therein pursuant to the Credit Facilities together with contractual interests and charges.

15. The Reserve Bank of India issued a press release 2019-2020/1230 dated November 20, 2019 by which RBI superseded the board of directors of DHFL and appointed Mr. R. Subramaniakumar as the Administrator of DHFL. This Tribunal admitted the Corporate Debtor, namely DHFL, into Corporate Insolvency Resolution Process ('CIRP') vide Order dated December 03, 2019. Pursuant to the Public Announcement dated December 04 2019, UBI submitted its claims as a financial creditor as on the insolvency commencement date in accordance with provisions of the Code. The claims submitted by UBI, including the claims belonging to Andhra Bank and Corporation Bank, in Form 'C' amount to INR 3645,56,87,597.83/- only. The claims admitted by the RP/Administrator amounted to INR 3517,30,39,020/- However, as the claims of the financial creditor(s) have not been fully satisfied, UBI invoked the personal guarantee vide Letters dated September 10, 2020 and September 21, 2020, calling upon the guarantors Mr. Kapil Wadhawan and Mr. Dheeraj Wadhawan (i.e. the Respondent herein) to jointly and severally pay the outstanding of INR 3958,30,48,963.71/- payable to UBI, due as on August 31, 2020. The date when debt became due is September 23, 2020 as the payment had to be made within 7 days of receipt of 1st Invocation Notice vide Letter dated September 10, 2020, and of 2nd Invocation Notice vide Letter dated September 21, 2020 is October 02, 2020.
16. UBI issued a statutory Demand Notice dated October 07, 2020 to the Respondent, in Form 'B' as prescribed under Rule 7 of the Insolvency and Bankruptcy (Application to Adjudicating Authority for Insolvency Resolution Process for Personal Guarantors to Corporate Debtors) Rules, 2019, calling upon the Respondent to pay forthwith an amount of INR 3958,30,48,963.71/- which was due as on 31.08.2020.

However, despite the service of the Demand Notice, the Personal Guarantor/Respondent failed to satisfy the demand and hence, the Petitioner has preferred the above-captioned Petition u/s 95 of the Code.

17. By an Order dated February 01, 2022 read with Order dated March 02, 2022, this Bench has, *inter alia*, confirmed the appointment of the Resolution Professional ('RP') Mr. Devendra Mehta, having Registration No.: IBBI/IPA-001/IP-P01252/2018-19/11929, in terms of Section 99(7) of the Code and directed the RP to file report u/s 99 for acceptance or rejection of the application. The said Order dated 01.02.2022 was impugned before the Hon'ble NCLAT in CA(AT)(Ins.) No. 214/2022, which came to be dismissed by the Hon'ble NCLAT vide Order dated 16th March, 2022; and the said Order was further impugned before the Hon'ble Supreme Court of India in Civil Appeal No. 2711 of 2022 which again came to be dismissed by the Hon'ble Apex Court vide Order dated September 02, 2022.

18. The Resolution Professional has filed the Report u/s 99 of the Code on 25.04.2022. The said Report has recommended an admission of the present Petition. The Report states that the RP has conducted examination of the application filed by the UBI in terms of Section 99 of the Code and on the basis of the documents available, the RP sets out the following in his Report:

a. The loan documents and other financial documents, bank statements, the report of the Central Repository of Information on Large Credits for various financial facilities extended by UBI to DHFL and these documents reflect that the amount of INR

3958,30,48,963.71/- was due and payable as on 31.08.2020 by DHFL.

- b. The Report further states that the entire amount of INR 3958,30,48,963.71/- (Rupees Three Thousand Nine Hundred and Fifty-Eight Crores, Thirty Lakhs, Fourty-Eight Thousand, Nine Hundred and Sixty-Three, and Seventy-One Paise only) due as on 31.08.2020, has been secured by way of guarantee provided by the Personal Guarantor.
- c. The RP states in his Report that UBI has received cash amounting to INR 697,80,16,091/- and Non-Convertible Debentures amounting to INR 838,90,71,000/-, which is aggregating to a total of INR 1536,70,87,091/-. Therefore, the net amount of INR 2421,59,61,872.71/- ('Balance Amount') is yet to be paid to UBI.
- d. As per Clause 18 of the Joint Deed of Guarantee dated June 22, 2019, the obligation of the guarantor will not stand extinguished solely on account of insolvency of the Corporate Debtor or any corporate actions undertaken. Further, as per the terms of Clauses 11, 14, 17 and 18 of the Joint Deed of Guarantee dated June 22, 2019, the guarantee continues to subsist irrespective of any changes to the terms of loan or any modification to the original facility. Consequently, the RP notes that the obligations of Personal Guarantor as per the terms of guarantee are continuing to subsist notwithstanding any insolvency action against the principal borrower. Since the personal guarantor has given his personal guarantee for the borrowings by the Corporate Debtor, he is liable to pay the balance amount of INR 2421,59,61,872.71/- (Rupees Two-Thousand, Four Hundred and Twenty-One Crores, Fifty-Nine

Lakhs, Sixty-One Thousand, Eight Hundred and Seventy-Two Only and Seventy-One paisa).

- e. The Personal Guarantor has, till date, not responded to the notice dated April 05, 2022 sent by the Resolution Professional seeking proofs of repayment of Balance Amount in terms of Section 99(2) of the Code and therefore, the Resolution Professional has no proofs which suggest that the above-mentioned Balance Amount have been paid to UBI by DHFL or the Personal Guarantor. There are no reasons, documents, proofs or records to even suggest that any payments have been made against the Balance Amount by DHFL or the Personal Guarantor.
- f. Thus, the RP has recommended that the debt currently subsists of the Personal Guarantor and a default has occurred and consequently, the application may be admitted.

19. Thus, it is evident that the existence of financial debt due and payable and its default by the Respondent in his capacity as Personal Guarantor of the Corporate Debtor, have been satisfactorily and sufficiently established from the records.

20. Counsel for the Respondent submits that the Demand Notice was not validly served upon the Respondent as per the provisions of the Code and hence, the Petition u/s 95 is not maintainable. In this regard, we wish to observe that the issue of service of notice was already addressed and dealt with by this bench in its Order dated 01.02.2022. As discussed hereinbefore, the impugned Order dated 01.02.2022 was upheld by the Hon'ble NCLAT and the Hon'ble Supreme Court of India and therefore, the above impugned Order having attained finality, the issue

of non-service or improper service of Demand Notice cannot be raked up again and therefore, we outrightly reject the contention of the Respondent with respect to improper service or non-service of the Demand Notice under the provisions of the Code read with rules and regulations laid thereunder.

21. Counsel for the Respondent further contends that the personal guarantee could have been invoked by the security trustee or by the Consortium (i.e. all banks) and not by the Petitioner alone. However, it is noticed from the deed of guarantee that it is executed in favour of security trustee on behalf and for the benefit of the creditors described thereunder. While there is an authorization in favour of the security trustee to take enforcement action, the right of the creditor is concurrent with that of security trustee which is evident from the power conferred on each creditor under the deed of guarantee dated 22.06.2019 to make demand on the guarantors (clause 3 and 16). In addition, clause 43 of the deed of guarantee reads as under:

*“43. Each of the Guarantors agree and confirm that in the event of occurrence of default by the Borrower as specified under the Facility Agreements, **the said Banks shall be entitled to proceed against the Guarantors even without exhausting the remedies available with the said Banks against the Borrower.**”*

Furthermore, the Security Trustee Agreement executed by the Banks in favour of Security Trustee provides as under:

“8.5 PERFORMANCE BY THE SAID BANKS

Any duty or obligation of the Security Trustee hereunder or under any Security Document or other agreement, document or instrument contemplated herein or therein may be performed by the said Banks and any such performance shall not be construed as revocation of trust or agency created hereby.”

A

conjoint reading of the aforementioned clauses make it very clear that the rights of the Banks to enforce the guarantee is concurrent with that of the security trustee and any interpretation restricting the enforcement action only by security trustee goes against the letter and spirit of the deed of guarantee. We are, therefore, not persuaded by the argument that the personal guarantee could not have been invoked by the Bank/Creditor alone.

22. Counsel for the Respondent contends that the Joint Deed of Guarantee has been obtained in violation of the RBI Master Circular on Guarantees and Co-acceptances dated July 01, 2015 which have the force of statutory law and the said Deed of Guarantee cannot be enforced. On perusal of the said Master Circular, it is observed that Banks have been directed not to insist on, as a matter of course, personal guarantees from the professional management of the Borrower who are appointed solely by virtue of their professional or technical qualifications and not consequent upon any significant shareholding in the company concerned. The Respondent, being the promoter of the borrower, does not fall in the above category, and even otherwise, RBI left it to the commercial decision of the Bank to obtain personal guarantees after considering various factors such as risk perception, security coverage, etc. and also when the circumstances of the case warrant. There is nothing in the RBI circular to show that the guarantee was obtained in violation of the RBI circular. This implies that the Respondent is only trying to wriggle out of his personal guarantee obligations, which he had undertaken to perform under the deed of guarantee as proceeding u/s 95 of the Code has been initiated against him by the Creditor. Hence, even this contention is also devoid of merit and deserves to be rejected.

23. In so far as the Personal Guarantor to Corporate Debtor is concerned, the Hon'ble Supreme Court of India in the matter of Lalit Kumar Jain vs. Union of India & Ors. in the Transferred Case (Civil) No.245/2020 has upheld the vires of the notification issued by the Central Government vide S.O. 4126(E) dated 15.11.2019, in so far as it relates to coming into force of Insolvency and Bankruptcy Process of Personal Guarantors to Corporate Debtor. Thus, when a Corporate Insolvency Resolution Process in relation to Corporate Debtor is pending before this Adjudicating Authority, then as per Section 60(2) of IBC, 2016 the NCLT would be competent forum to file an Application for Personal Guarantor in relation to such Corporate Debtor. The Hon'ble Apex Court in the Lalit Kumar Jain case(supra) has also held that mere implementation of a resolution plan and extinguishment of debt of the borrower does not ipso facto absolve the guarantor of its liability especially when the deed of guarantee provides for continuation of such liability.

24. We observe that under section 128 of Indian Contract Act, 1872, when a default is committed, the Principal Borrower and Surety are jointly and severally liable to Creditor and Creditor has the right to recover its dues from either of them or from both of them simultaneously. For benevolent reference, the said section of Indian Contract Act, 1872 is reproduced below: *"The liability of the surety is co- extensive with that of the principal debtor, unless it is otherwise provided by the contract."*

25. It is also pertinent to note that the Hon'ble Supreme Court in the judgment of Dilip B. Jiwrajka v/s. Union of India & Ors. in Civil Appeal No. 1281 of 2021 dated 09.11.2023 has upheld the

constitutional validity of sections 94 to 100. Hence, there is no point in adjourning the PGIRP proceedings against the Respondent any further.

26. In view of the foregoing we are left with no other choice but to order as under:

- I. Initiate Insolvency Resolution Process against the Respondent/Personal Guarantor and moratorium in relation to all the debts is declared, from today i.e. date of admission of the application and shall cease to have effect at the end of the period of 180 days, or this Tribunal passes order on the repayment plan under Section 114, whichever is earlier, as provided under Sec 101 of IBC, 2016. During the moratorium period, a) Any pending legal action or proceeding against the Respondent/Personal Guarantor in respect of any debt shall be deemed to have been stayed; b) The creditors of the personal guarantor shall not initiate any legal action or proceedings in respect of any debt; and c) The Personal Guarantor shall not transfer, alienate, encumber, or dispose of any of his assets or his legal rights or beneficial interest therein.
- II. The Resolution Professional viz., Mr. Devendra Mehta (having Registration No. IBBI/IPA-001/IP-P01252/2018-2019/11929), who was appointed when Section 97 application was allowed vide Order dated 01.02.2022 read with Order dated 02.03.2022, is directed to cause a public notice to be published on behalf of the Adjudicating Authority within 7 days of uploading of this order on the website of NCLT, inviting claims from all Creditors within 21 days of such issue. The notice under Sub Section (1) of Section 102(2) shall include: -
 - a) details of the order admitting the application;

- b) particulars of the resolution professional with whom the claims are to be registered; and
 - c) the last date for submission of claims.
- III. The publication of notice shall be made in two newspapers, one in English and other in Vernacular, which are in circulation in the state where the Personal Guarantor resides. The Resolution Professional shall furnish two spare copies of the notice to the Registry for the record.
- IV. The Resolution Professional in exercise of the powers conferred under Section 104 shall prepare a list of creditors on the basis of:
- a. the information disclosed in the application filed by the Petitioner under Section 95 and
 - b. claims received by the Resolution Professional under Section 102 within 30 days from the date of the notice.
- V. The Personal Guarantor shall prepare a repayment plan under Section 105, in consultation with the Resolution Professional, containing a proposal to the Creditors for restructuring of his debts or affairs. The Resolution Professional shall submit the repayment plan along with his report on the plan to this Authority within a period of 21 days from the last date of submission of claims, as provided under Section 106.
- VI. The meeting of the creditors shall be conducted in accordance with Sections 108, 109, 110 & 111 of IBC, 2016. The Resolution Professional shall prepare a report of the meeting of the creditors on repayment plan with all details as provided under Section 112 of

IBC, 2016 and submit the same to this Tribunal, copies of which shall be provided to the Debtor and the Creditors. It is made clear that the Resolution Professional shall perform his functions and duties in compliance with the Code of Conduct provided under Section 208 of IBC, 2016.

- VII. The Petitioner is directed to deposit an advance payment of INR **3,00,000/- (Rupees Three Lakhs only)** to the bank account of Resolution Professional within one week, so as to initiate the process. This shall be adjusted towards the fee and expenses payable to the Resolution Professional.
- VIII. The Registry is directed to communicate a copy of order to the parties within seven working days from the date of uploading of this order.
- IX. In terms of the above, **CP(IB) No. 4/MB/2021** filed under Section 95 of the IBC, 2016 is **hereby admitted** and the Insolvency Resolution Process stands initiated against the Applicant/Personal Guarantor.

Sd/-

ANIL RAJ CHELLAN
(MEMBER TECHNICAL)

Sd/-

KULDIP KUMAR KAREER
(MEMBER JUDICIAL)

NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH, COURT-II

16. IA 1565/2022 In C.P. (IB)/4(MB)2021

CORAM:

SHRI ANIL RAJ CHELLAN
HON'BLE MEMBER (T)

SHRI KULDIP KUMAR KAREER
HON'BLE MEMBER (J)

**ORDER SHEET OF THE HEARING OF MUMBAI BENCH OF THE
NATIONAL COMPANY LAW TRIBUNAL ON 20.03.2024**

NAME OF THE PARTIES: - Union Bank of India
V/s
Dheeraj Wadhawan

Section: 95(1) of the Insolvency and Bankruptcy Code, 2016

ORDER

Adv. Chetan Kapadia, Ms. Saloni Kapadia, Mr. Anush Mathkar, Mr. Aniruddh Gambhir appeared for the Applicant. Adv. Arya Gadagkar appeared for the Respondent through VC. Adv. Nishant Upadhyay, Adv. Mrudula Dixit appeared for the RP through VC. The matter is taken up for pronouncement of order in respect of IA.No.1565/2022 in CP(IB)4(MB) 2021. Order pronounced vide separate sheet. **CP(IB)4(MB)2021 is admitted.**

Since the CP has been admitted, the IA.No.1565/2022 filed by the Applicant seeking injunction against the Respondent from alienating his assets etc. is rendered infructuous and is disposed of accordingly.

Sd/-

ANIL RAJ CHELLAN
Member (Technical)

JAGDISH

Sd/-

KULDIP KUMAR KAREER
Member (Judicial)