

**IN THE NATIONAL COMPANY LAW TRIBUNAL
NEW DELHI
BENCH-III**

IB-711/(ND)/2020

Section: Under Section 9 of the Insolvency and Bankruptcy Code, 2016 and Rule 6 of the Insolvency and Bankruptcy (Application to Adjudicating Authority), Rules, 2016.

In the matter of:

M/s Transglobe Textiles Limited

CIN- L51909DL1995PLC064680

Registered office at:

16/121-122, 1st Floor, Jain Bhawan
Faiz Road, Karol Bagh,
New Delhi- 110005

...Applicant/Operational Creditor

Versus

M/s Destination Texofab Private Limited

CIN- U18101DL2008PTC175454

Registered Office at:

106, T-10, Main Patel Nagar Road,
Guru Arjun Nagar, Shadi Khampur
New Delhi- 110008

...Respondent/Corporate Debtor

Coram:

SHRI P.S.N. PRASAD, Hon'ble Member (Judicial)

**SHRI NARENDER KUMAR BHOLA, Hon'ble Member
(Technical)**

IB-711/ND/2020

Trans Globe Textiles Ltd. Vs Destination Texofab Pvt. Ltd.



Counsel for Applicant: Mr. Kamal Ahuja, Mr. Chetan Tripathi
(Advocates)
Counsel for Respondent: None

ORDER

Per: SH. P.S.N. PRASAD, MEMBER (JUDICIAL)

Date: 25.10.2021

1. This is an application filed by the Applicant M/s Transglobe Textiles Private Limited through its Authorized Representative Mr. Dharmendra Gupta seeking to initiate corporate insolvency resolution process ("CIRP") under Section 9 of the Insolvency and Bankruptcy Code 2016 ("the Code") of the Respondent M/s Destination Texofab Private Ltd. Private Limited for the alleged default on the part of the Respondent in clearing the debt of Rs. 10,80,428/- (Ten



Lakhs Eighty Thousand Four Hundred Twenty-Eight Rupees Only) as alleged by the applicant, towards the services provided by the Applicant. The details of transactions leading to the filing of this application as averred by the Applicant are as follows:

- i. The Corporate Debtor and Operational Creditor came into contact for the sale of fabric by the Operational Creditor to fulfill the requirement of Corporate Debtor.
- ii. Corporate Debtor placed purchased orders no. 135/2017-18 on 15.05.2017 and 136/2017-18 on 20.06.2017 on the Operational Creditor for supply of fabric. As per the said order the delivery had to be done within one week from the date 23.05.2017 and 28.06.2017. copy of the said purchase orders annexed with the petition and marked as Annexure-C.
- iii. The Operational Creditor has delivered the goods well in time and raised an invoice dated 20.05.2017 and 25.06.2017 for payment of Rs 17,74,618 through invoice number 1 against Purchase order



- no. 135/2017 and Rs 4,93,770/- through invoice number 2 against Purchase Order number 136/2017. The said invoices attached with the petition and marked as Annexure-D.
- iv. The Corporate Debtor had to release full payment to the Operational Creditor immediately within 15 days from the date of delivery of goods as per the purchase order number 135/2017-18 and 136/2017-18.
- v. The Corporate Debtor did not adhere to the timelines and failed to make full and final payment against the invoices raised by the Operational Creditor. The Corporate Debtor however made part payments in the month of August 2017 and thereafter full amount remains unpaid.
- vi. The Ledger confirmation for the Financial Year ending 31st March 2018 and 31st March 2019 was also received from the Corporate Debtor which is annexed with the present petition and marked as Annexure-E.
- vii. Corporate Debtor paid an amount of Rs 11,87,960/- and a total sum of Rs 10,80,428/- stands payable.



Copy of ledger of the Corporate Debtor in the books of Operational Creditor as on date and annexed with the petition as Annexure-F.

- viii. Corporate Debtor last paid Rs 1,75,000/- on 30th May 2019, against the invoices raised by the Operational Creditor and nothing thereafter. The Operational Creditor send several calls and reminders but only fake assurances were received from the Corporate Debtor.
- ix. Operational Creditor sent a demand letter dated 07.09.2019 to the Corporate Debtor informing about the unpaid amount and requested him to repay Rs 10,80,428/-. However, Corporate Debtor neither replied to the demand letter sent nor did he repay the said amount. The said demand letter dated 07.09.2019 along with the proof of service and delivery proofs annexed herewith the petition and marked as Annexure- G.
- x. The Operational Creditor ultimately served Demand notice in Form 4 dated 14.02.2020 upon the Corporate Debtor dated 15.02.2020 to make



payment of the dues of the Operational Creditor. Copy of the demand notice along with service and delivery proof is annexed herewith the petition and marked as Annexure-I.

2. That despite service of notice by all modes, none appeared on behalf of the Respondent and as a result the Respondent was proceeded ex-parte on 01.04.2021.
3. The Respondent was absent even on the hearing on 13.09.2021 and we heard the arguments made by the Applicant. We have heard the arguments made by the counsel for the Applicant and perused the documents filed by him. The Applicant has established the existence of debt and default on the part of the Respondent and the Respondent has not availed the opportunities provided by this Tribunal to defend the arguments made by the Applicant. In view of the above situation, this Tribunal admits this petition and initiates CIRP on the Respondent with immediate effect.



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1. Moratorium in terms of Section 14 of the Code is imposed forthwith in following terms:

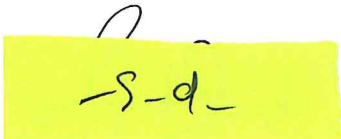
(a) the institution of suits or continuation of pending suits or proceedings against the Respondent including execution of any judgment, decree or order in any court of law, tribunal, arbitration panel or other authority;

(b) Transferring, encumbering, alienating or disposing of by the Respondent 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 Respondent in respect of its property including any action under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002;

(d) The recovery of any property by an owner or lessor where such property is occupied by or in the possession of the Respondent.

- (2) The supply of essential goods or services to the Respondent as may be specified shall not be terminated or suspended or interrupted during moratorium period.
- (3) The provisions of sub-section (1) shall not apply to such transactions as may be notified by the Central Government in consultation with any financial sector regulator.
- (4) The order of moratorium shall have effect from the date of such order till the completion of the corporate insolvency resolution process.
5. The interim resolution professional (“IRP”) proposed by the Applicant is Mr. Attiuttam Prasad, having (Reg. No): IBBI/IPA-001/IP/P-01914/2019-20/12914 and the same is confirmed by this Bench. He shall take such other and further steps as are required under the statute, more specifically in terms of Section 13(2), 15, 17 and 18 of the Code and file his report within 30 days before this Bench.



6. The order is pronounced by the adjudicating authority through video conferencing.

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**(NARENDER KUMAR BHOLA)
MEMBER (TECHNICAL)**

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**(P.S.N. PRASAD)
MEMBER (JUDICIAL)**