

**IN THE NATIONAL COMPANY LAW TRIBUNAL**  
**BENGALURU BENCH**  
**(Exercising powers of Adjudicating Authority under**  
**the Insolvency and Bankruptcy Code, 2016)**  
**(Through web-based video conferencing platform)**

**CP (IB) No.31/BB/2021**  
**U/s. 7 of the IBC, 2016**  
**r/w Rule 4 of the IBC (AAA) Rules, 2016**

**IN THE MATTER OF:**

**Mr. Anil Kempanna H P**

R/O: 288/16, 05<sup>th</sup> Main Road,  
Mahalaxmi Layout, Bangalore North,  
Bengaluru – 560 086

... Petitioner/Financial Creditor

**VERSUS**

**M/s. E-Infrastructure And Entertainment  
(India) Private Limited**

R/O: No.22/24, Someshwara Nilaya,  
Jakkur, Main Road, Amruthahalli,  
Bengaluru – 560 092

... Respondent/Corporate Debtor

**Order delivered on 17<sup>th</sup> November, 2021**

**Coram:** 1. Hon'ble Mr. Ajay Kumar Vatsavayi, Member (Judicial)  
2. Hon'ble Mr. Manoj Kumar Dubey, Member (Technical)

**PRESENT:**

For the Petitioner : Shri Pratik Tripathi, PCS

For the Respondent : None

**ORDER**

**Per: Ajay Kumar Vatsavayi, Member (Judicial)**

1. The present Petition is filed, under Section 7 of the Insolvency and Bankruptcy Code, 2016 (hereinafter referred to as 'IBC/Code') by Anil Kempanna H P (hereinafter referred to as 'Petitioner/Financial Creditor') to initiate the Corporate Insolvency Resolution Process ('CIRP') against E-Infrastructure And Entertainment (India) Private Limited (hereinafter referred to as 'Respondent/Corporate Debtor').

2. The Corporate Debtor namely, M/s. E-Infrastructure And Entertainment (India) Private Limited is a Company incorporated on 28.04.2011 under the provisions of the Companies Act, 1956 with CIN:U74900KA2011PTC058377 having its registered office at No.22/24, Someshwara Nilaya, Jakkur, Main Road, Amruthahalli, Bangalore – 560092, which falls within the territorial jurisdiction of this Adjudicating Authority. The Authorised Capital of the Respondent/Corporate Debtor is Rs.12,00,00,000/- and the Paid-Up Share Capital is Rs.10,09,13,110/- as per the Company Master Data attached at annexure-I(C) of this application.
3. It is submitted by the Financial Creditor that a loan of Rs.1,00,00,000/- was advanced to the Corporate Debtor on 03.10.2018 pursuant to Term Sheet executed on 01.10.2018. As per Term Sheet, the Unsecured Loan was given for 15 months at the interest of 12% PA with quarterly rest. The interest was payable with quarterly rest within 10 days from the date of each quarter. When no interest was paid by Corporate Debtor then Financial Creditor issued a letter asking for the amount of interest but nothing was paid.
4. Even, Corporate Debtor failed to pay any amount of interest or principle to the Financial Creditor till date. When entire loan amount become due and payable, the Financial Creditor again issued a letter demanding repayment of Rs.1,15,92,741/- till 25.01.2020, but no amount was paid. Therefore, Corporate Debtor has defaulted the amount more than 1.00 Crore on 04.01.2020 as it failed to pay the debt due and payable by 03.01.2020.
5. The Financial Creditor calculated the amount of interest till 03.01.2021, and the amount of default with interest comes out to Rs.1,29,83,870/- till 03.01.2021. Hence this Petition.
6. It is stated in Part-IV of Form No.1 that the total amount of debt in default amounting to Rs.1,29,83,870/- out of which Rs.1,00,00,000/- is the unpaid outstanding Principle amount and Rs.29,83,870/- is the outstanding amount of interest which has been calculated 12% PA with quarterly rest. The date on which first default occurred on 14.01.2019 and on 04.01.2021 the default becomes more than 1.00 Crore. A copy of calculation of amount claimed to be in default, the workings in the tabular form, is enclosed herewith as annexure-I(E). In Part-

V of Form No.1, a copy of Term Sheet dated 01.10.2018 entered between the parties is enclosed as annexure-I(F)

7. Notice was issued to the Corporate Debtor as to why this Petition not be admitted on 17.03.2021. In response thereto, a statement of objections has been filed by the Corporate Debtor, wherein it has admitted its liability but expressed its inability to repay the debt, in view of its financial difficulties.
8. We have heard the learned Counsel for the Petitioner and have also perused the records carefully.
9. Section 7(5)(a) of the Code is as follows:-

*“5) Where the Adjudicating Authority is satisfied that-*  
*(a) a default has occurred and the application under sub-section (2) is complete, and there is no disciplinary proceedings pending against the proposed resolution professional, it may, by order, admit such application.”*
10. In the present case, the occurrence of default is evidenced by the details furnished by the Petitioner including a certificate for non-receipt of payment from 14.01.2019 onwards issued by the Nehru Nagar Co-operative Bank Ltd., Seshadripuram Branch where deposits were made or credits received normally by the Financial Creditor in respect of the debt of the Corporate Debtor is enclosed as annexure-I(G) of this petition.
11. The other issue for consideration is whether present application is filed within limitation. The transaction involving the defaulted amount dates back to 14.01.2019 (as shown as annexure-Annexure-I(E) and the instant application was filed on 28.01.2021. Therefore, the Petition has been filed within the period of limitation.
12. The application filed in the prescribed Form No.1 is found to be complete.
13. In the given facts and circumstances, the present petition being complete and having established the default in payment of the Financial Debt for the default amount is being above Rs.1,00,000/-, the petition is admitted in terms of Section 7(5) of the IBC and accordingly, moratorium is declared in terms of Section 14 of the Code. As a necessary consequences of the moratorium in terms of Section 14, the following prohibitions are imposed, which must be followed by all and sundry:

- (a) The institution of suits or continuation of pending suits or proceedings against the Corporate Debtor 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 Corporate Debtor 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 Corporate Debtor 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 Corporate Debtor;
- (e) It is further directed that the supply of essential goods or services to the Corporate Debtor as may be specified, shall not be terminated or suspended or interrupted during the moratorium period;
- (f) The provisions of Section 14(3) shall however, not apply to such transactions as may be notified by the Central Government in consultation with any financial sector regulator and to a surety in a contract of guarantee to a Corporate Debtor;
- (g) The order of moratorium shall have effect from the date of this order till completion of the Corporate Insolvency Resolution Process or until this Bench approves the Resolution Plan under sub-section (1) of Section 31 or passed an order for liquidation of Corporate Debtor under Section 33 as the case may be;

14. In Part-III of Form No.1, Mr. Srinivas Thatikonda, Registration No. IBBI/IPA-002/IP-N00631/2018-19/11886 has been proposed as Interim Resolution Professional (IRP). Form No.2 dated 18.01.2021 along with the certificate of registration issued by the Insolvency and Bankruptcy Board of India are found at Page Nos.29-32 of the Petition. The Law Research Associate of this Tribunal has checked the credentials of Mr. Srinivas Thatikonda and there is nothing adverse against him. In view of the above, we appoint Mr. Srinivas Thatikonda, bearing Registration No. IBBI/IPA-002/IP-N00631/2018-19/11886, registered address at Flat No.006, Nanda Ashirwad Apartments No.1, Canara Bank Colony, 02 Main Chandra Layout, Bengaluru-560072, e-mail:

srinivas@srinivasthatikonda.com, as the Interim Resolution Professional. The IRP is directed to take the steps as mandated under the IBC, specially under Sections 15, 17, 18, 20 and 21 of IBC, 2016.

15. The Interim Resolution Professional shall after collation of all the claims received against Corporate Debtor and the determination of the financial position of the Corporate Debtor constitute a Committee of Creditors and shall file a report, certifying constitution of the Committee to this Tribunal on or before the expiry of thirty days from the date of his appointment, and shall convene first meeting of the Committee within seven days for filing the report of Constitution of the Committee. The Interim Resolution Professional is further directed to send regular progress reports to this Tribunal every fortnight.
16. A copy of the order shall be communicated to both the parties. The learned Counsel for the Petitioner shall deliver copy of this order to the Interim Resolution Professional forthwith. The Registry is also directed to send the copy of this order to the Interim Resolution Professional at his e-mail address forthwith.

— Sd —

**(MANOJ KUMAR DUBEY)  
MEMBER (TECHNICAL)**

Amar

— Sd —

**(AJAY KUMAR VATSAVAYI)  
MEMBER (JUDICIAL)**