



**IN THE NATIONAL COMPANY LAW TRIBUNAL
ALLAHABAD BENCH, PRAYAGRAJ**

**RCP (IB) No. 02/ALD/2024 with
CP (IB) NO.483/ALD/2019**

*(Application filed under Section 9 of the Insolvency and Bankruptcy Code, 2016,
read with Rule 6 of the Insolvency and Bankruptcy Rules, 2016.)*

IN THE MATTER OF:

GUPSHUP TECHNOLOGY PRIVATE LIMITED

Add: Unit No.1, 1st Floor, Silver Metropolis,
Western Express Highway, Goregaon (East),
Mumbai Maharashtra 400063.

.... Operational Creditor / Applicant

Versus

NEXTGEN INFRATEL PRIVATE LIMITED

Add: E-2, Sector 63 Noida
Gautam Buddha Nagar, Uttar Pradesh-202421

.... Corporate Debtor / Respondent

Order Pronounced On: 28.08.2025

Coram:

Mr. Praveen Gupta : *Member (Judicial)*

Mr. Ashish Verma : *Member (Technical)*

Appearances:

Sh. Ashok Kriplani alongwith Ms. Babita Jain Advs. : *For the Operational Creditor*

Corporate Debtor : *Ex-parte v.o.d. 01.04.2025*

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ORDER

1. The present Application was filed on 21.10.2019 under Section 9 of the Insolvency and Bankruptcy Code, 2016 (**hereinafter referred as “the Code/IBC”**) read with Rule 6 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016 (**hereinafter referred as “the Rules”**) by M/s Gupshup Technology India Private Limited (**hereinafter referred as "Applicant/Operational Creditor"**) to initiate the Corporate Insolvency Resolution Process (**hereinafter referred as "CIRP"**) against M/s Nextgen Infratel Private Limited (**hereinafter referred as "Corporate Debtor"**) due to its failure to pay the total outstanding operational debt of Rs. 25,98,842/- to the Operational Creditor, declaring the date of default as 16.02.2017 which is 15 days after the date of the first invoice dated 31.01.2017 as per the terms of payment printed on each invoice.
2. Initially one petition in CP No. (IB) 199/ALD/2018 titled as M/s Gupshup Technology India Pvt. Ltd. vs Nextgen Pvt. Ltd. was filed on 21.12.2017 but the petition got dismissed in default by this Tribunal vide order dated 12.07.2018.
3. Thereafter, the Operational Creditor filed an application CA No. 116/2019 for restoration of the aforesaid Insolvency Petition, which was also dismissed by an order dated 27.05.2019 and further CA 162/2019 was filed

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for recall of order dated 27.05.2019. This Tribunal while disposing off CA no. 162/2019 vide order dated 08.07.2019 allowed the Applicant to file fresh Petition in accordance with law and subject to the law of limitation. Hence, this petition CP (IB) No. 483/ALD/2019, has been filed afresh. The relevant excerpts from the order 08.07.2019 are reproduced below:

“1. CA No. 162/2019, CA No. 116/2019 & CA No. 117/2019 in CP No. (IB) 199/ALD/2018

Parties are represented by their respective counsels.

Sh. Sharad Kumar Shukla, Advocate for the Operational Creditor. He files the present application under Rule 11 of NCLT which prayer to recall the order dated 27.05.2019 passed by this Adjudicating Authority.

It is a matter of record that since there was no representation from the Operational Creditor. The present IB petition was dismissed for want of prosecution.

It is clear that this Court has not dealt with the merits of the I&B petition nor it can operate as res judicata.

Hence, the petitioner/operational creditor is at liberty to file fresh I&B Petition in accordance with law and subject to law limitation.

With this observation, the CA 162/2019 is disposed off.

Dated: 08.07.2019”

4. The brief facts leading to the present application are that the Operational Creditor entered into an agreement to provide SMS, voice message and Out



bound dialer (OBD) services to the Corporate Debtor on a postpaid basis.

The said services were delivered to the Corporate Debtor from time to time for which the Operational Creditor raised tax invoices at the end of every month towards the consumption of said services in the same month with a credit period of 15 days from the date of receipt by the Corporate Debtor.

5. The said services were delivered to the Corporate Debtor from time to time for which the Operational Creditor raised tax invoices at the end of every month towards the consumption of said services in the same month with a credit period of 15 days from the date of receipt by the Corporate Debtor.

The details of the said invoices are as follows:

Invoice Date	Invoice No.	Out standing Amount	Services	Due date	Delay in days	Interest @ 18% upto 21.09.2017	Total out standing
31.01.2017	CRM/POST/Jan/16-17/245	5,84,299	SMS	15.02.2017	218	41,315	4,25,614
31.01.2017	CRM/POST/Jan/16-17/246	3,45,677	SMS	15.02.2017	218	37,163	3,82,840
31.01.2017	CRM/POST/Jan/16-17/247	97,894	SMS	15.02.2017	218	10,524	1,08,418
31.01.2017	CRM/POST/Jan/16-17/248	15,333	SMS	15.02.2017	218	1,648	16,981
31.01.2017	CRM/POST/Jan/16-17/249	3	SMS	15.02.2017	218	0	3
31.01.2017	CRM/POST/Jan/16-17/250	1	SMS	15.02.2017	218	0	1
28.02.2017	CRM/POST/Feb/16-17/293	7,47,573	SMS	15.03.2017	190	70,047	8,17,620
31.03.2017	CRM/POST/Mar/16-17/221	1,11,060	SMS	15.04.2017	159	8,708	1,19,768
31.03.2017	CRM/POST/Mar/16-17/037	6,73,391	OBD	15.04.2017	159	52,801	7,26,192
30/04/2017	CRM/POST/Apr/16-17/213	1,320	SMS	15.05.2017	129	84	1,404



TOTAL Dues	23,76,551				2,22,291	25,98,842
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6. As submitted, the delivery of the services was completed as and when was requested for and there was no dispute raised with respect to the provision of these services. Further, it is submitted that against the total invoice amount of Rs. 25,76,551, the only payment received was of Rs. 2,00,000/- through cheque dated 23.05.2017.
7. It is also submitted that the Corporate Debtor has communicated the receipt of the service and has sought for further time to make the payments through various mails exchanged between them. Relevant excerpts from the email dated 01.03.2017 by the Operational Creditor to the Corporate Debtor and reply email dated 02.03.2017 from the Corporate Debtor are reproduced below:

“On Wed, Mar 1, 2017 at 10:19 AM, Aman Gupta <aman.gupta@gupshup.io> wrote:

Dear Sir,

Requesting you to please let me know the date on which you will make the payment for the month of January. As I am getting regular reminders from my accounts team because as per company's policy the credit limit is for 17 days and it has been already exceeded. Please try and understand as I have to answer the same to my finance team as well and if I dont answer them with the payment date, I am afraid they might discontinue the account.”



“On Thu, Mar 2, 2017 at 2:18 PM, Nishant Mehrotra <nishant@ngipl.in> wrote:

We are expecting our Payments by 7th or 8th March, accordingly we will clear the invoices.”

8. Further, in its email dated 11.03.2017, the Corporate Debtor alleged that the reports provided by the Operational Creditor were “completely fake” and had caused loss of business and goodwill, to which the Operational Creditor immediately responded on the same day, refuting the allegation and reiterating that the payment demanded related only to the January 2017 invoice. The said email exchange is reproduced below:

*“Nishant Menrotra <nishant@nglpl.in>
to Aman, Nitin, Kanchan, Vishesh*

After repeated Reminders I have received reports which is again Completely Fake and has no resemblance to Campaign, just because of the wrong Commitment by Chris and on the basis of last minute refusal we lost Business of Voice from UP Election Campaign as well as a bad credit to my Goodwill also Due to this miss handling and wrong Commitment My Bill is stuck with BJP of 4.64 Crore SMS. The moment my payment will be released, we will clear your pending amount also and Please provide me sms Panel Reports also Campaign Wise.”

*“Aman Gupta aman.gupta@gupshup.io
to me Nitin, Kanchan, Vishesh*



Sir,

Firstly, I would like to tell you that the reports we provide are always 100% genuine. And if you think to that the reports we have provided are fake then we can discuss and clarify that the reports aren't fake.

And coming to the payment, we are asking for the payment which is of January and not of the bjp voice which I haven't shared even the invoice with you.

So, request you to make the payment for the January Invoice by EOD which was used mostly by your stock Client.”

9. It is further submitted that the Corporate Debtor has not rebutted the Applicant's email dated 11.03.2017. On the contrary, in its email dated 18.04.2017, the Corporate Debtor acknowledged the liability and asked the Applicant to visit its office to collect the payments. The relevant excerpts from the email exchange dated 18.04.2017 are reproduced below:

“On Tue, Apr 18, 2017 at 10:26 AM, Aman Gupta <amangupta@gupshup.io.> wrote:

Sir,

Please let me know, by when will you make the payments as I have been hearing from you since long time now that the payment will be made soon but there has been false commitments only from you end. From the past so many days I have been trying to reach you through calls also but there has been no response from you there also. Now, Please



tell me how and by when will you clear the pending payment of January.

And at least be professional enough to answer someone's call if he/she is trying to reach you so many times.

Hope to hear from you soon."

"On Tue, Apr 18 2017 at 10:39 AM, Nishant Mehrotra <nishant@ngipl.in> wrote:

Send Someone on 20th and Collect the Cheque."

10. It is submitted that when the Operational Creditor was asked to collect the cheques on 20th April, 2017, then upon Operational Creditor's arrival, the Corporate Debtor provided only three cheques of Rs. 2,00,000/- (Rupees two lakhs only) each vide cheque no. 001770 dated 11.05.2017, 001771 and 001772 dated 23.05.2017 to the Operational Creditor as part payment for the services, however, two of the aforesaid cheques got dishonored and only one of these i.e. cheque no. 001771 was encashed. It is submitted that there has been no payment towards this debt after the failed payment through cheques by the Corporate Debtor.

11. Further, it is submitted, that the February invoicing was delayed only because the Operational Creditor wanted to clear Corporate Debtor's doubts and then only go ahead with invoicing, but since the Corporate Debtor never came ahead with its exact queries and only said that these were fake reports, so the Applicant states that they had no option but to



raise the OBD invoice. The relevant excerpts from email correspondence dated 07.07.2017 are reproduced below:

1. *“On Fri, Jul 7, 2017 at 11:01 AM, Aman Gupta aman.gupta@gupshup.io wrote:
Dear Nishant,
As discussed with me and Nitin Sir, you will be clearing the pending payments this month.”*
2. *“On Fri, Jul 7, 2017 at 11:07 AM, Nishant Mehrotra <nishant@ngipl.in> wrote:
Please share SMPP reports of Feb, 2017. As per our communication we will clear full payment of January this month. Second, we will clear full February Payment after getting reports in next month.”*
3. *“On Fri, Jul 7, 2017 at 11:20 AM, Aman Gupta <aman.gupta@gupshup.io> wrote:
Will share the reports with you. Also, confirm on the march payment.”*
4. *“On Fri, Jul 7, 2017 at 11:036 AM, Nishant Mehrotra <nishant@ngipl.in> wrote:
Let me talk to the client today then we will confirm on the same.”*
5. *“On Friday, July 07, 2017 4:08 PM Aman Gupta <aman.gupta@gupshup.io> wrote:
Please find below links to download reports. The reports are since January till March end for SMS accounts...”*

12. It is further submitted that the Respondent never controverted the statement of outstanding balance of Rs. 23,76,551/- which was sent to him vide e-mail dated 07.08.2017. The relevant excerpts from the email dated 07.08.2017 are reproduced as follows:



“Dear Nishant,

We are interested in our customers and are always trying to find new ways to improve our services. For these reasons, we are inquiring why there has been a further delay in paying your long overdue account. According to our records we have not received either a reason for with-holding of this amount or a remittance to clear this overdue account. We extended credit to you on your account in good faith even after your cheque is bounced. We appreciate your efforts in bringing the account current.

Please find the statement of your outstanding balance of Rs. 23,76,551/- and it shall be deemed to have been confirmed unless you notifies Gupshup in writing specifying in detail any discrepancies in the outstanding balance within five (5) days from the date of receipt of this balance confirmation mail. The Invoices and the outstanding balance shall be conclusive as to Customer’s acceptance of the same as being satisfactory.....”

- 13.** In view of the continued defaults, the Operational Creditor issued a demand notice dated 21.09.2017 in Form 3 under Section 8 of the Code, demanding payment of the outstanding amount of Rs. 23,76,551/- along with interest @ 18% per month from the respective due dates of the invoices within 10 days from the date of receipt of the said notice. Hence, the total amount of debt to be claimed is as follows:

Total Invoice Amount: Rs. 25,76,551



Total Payment Received against all invoices: Rs. 2,00,000/-
Total Outstanding Dues: Rs. 23,76,551/-
Interest on Outstanding upto 21-Sept-19 Amount: Rs. 222,291/-
<u>Computation of Default:</u>
Total Principal Amount Due: Rs. 25,76,551/-
Less: Total Amount Paid/Recd.: Rs. 2,00,000/-
Interest on Outstanding Dues @ 18%: Rs. 222291/-
Total Amount to be claimed in default: Rs. 2598842/-

14. It is submitted by the Applicant that the Corporate Debtor has consumed the services offered by the Operational Creditors and is now attempting to escape the debt without any payment. In spite of several and numerous reminders made by the Applicant, the Corporate Debtor has failed and/or neglected to clear the outstanding amounts due to the Applicant.
15. In response to the demand notice dated 21.09.2017, the Corporate Debtor denied the claims of the Operational Creditor, except to the extent expressly admitted. It was stated that the services of the Operational Creditor were availed only on a trial/demo basis for Web Panel and SMPP services starting January 2017, after repeated assurances of quality and capability. According to the Corporate Debtor, the services were deficient, delivery was delayed, and the voice campaign was mishandled, causing significant financial losses, reputational harm, and withholding of payments by its end clients. Despite repeated requests, online delivery reports were allegedly not shared promptly, and the offline reports later



provided were claimed to be false and unreliable. The Corporate Debtor alleged that the invoices for February and March 2017 were not raised on time, and the transactions were disputed. While admitting liability to settle demo charges for January 2017, the Corporate Debtor proposed that payment could be made only upon settlement through mediation.

16. Aggrieved by the delay in the clearing of debt by the Corporate Debtor and its continued failure to clear the outstanding payments, the Operational Creditor filed the present Application seeking initiation of CIRP against the Corporate Debtor.

REPLY ON BEHALF OF THE CORPORATE DEBTOR

17. The Respondent/Corporate Debtor filed its reply vide diary no. 2457 dated 11.12.2019, denying all the contentions raised by the Applicant/Operational Creditor, and pleaded that the present application is liable to be dismissed on the following grounds:

- a. The application is not maintainable as in view of the existence of dispute there is no operational debt in existence and no default on the part of the Respondent. The Applicant is not an operational creditor, and therefore, the Respondent does not fall within the definition of a corporate debtor under the Code.
- b. The services of the Applicant were availed only on a demo/trial basis after repeated persuasion by Mr. Aman Gupta and Mr. Chris Dmello (on behalf of the Applicant), who approached Mr. Nishant Mehrotra of the Respondent in December 2016 with offers for



Web Panel and SMPP services. The Respondent was initially not inclined to connect with the Applicant but agreed to test the services for a short period.

- c. The Respondent assigned a small portion of Web Panel projects in January 2017 to evaluate the viability and reliability of the Applicant's services. The services were not delivered as promised, as reported by the Respondent's end clients, and on assurance from the Applicant, the Respondent reluctantly agreed to test SMPP services and voice campaigns for a limited time.
- d. The Applicant failed to perform and deliver the services as assured, the distribution and voice campaigns were handled in an unprofessional manner, resulting in disruption of the projects midway, causing substantial financial loss, loss of goodwill, and withdrawal of major clients of the Respondent.
- e. When the Applicant demanded payment for January 2017, the Respondent informed that payment would only be released upon receipt from its end clients, as several bills were withheld due to the Applicant's mismanagement.
- f. The Respondent repeatedly requested delivery reports to verify execution of the work, but the Applicant failed to provide online reports promptly despite such reports being generated electronically and available instantly. Offline reports were shared only after repeated reminders and follow-ups, and these were alleged to be false, incorrect, fake and wrong.
- g. The Applicant did not raise invoices for February and March 2017 on time and failed to inform about the actual work executed. The



Respondent alleged that there was no time-bound communication or genuine proof of execution, which clearly showed the Applicant's inability to continue the services successfully even on demo basis.

- h.** The Respondent alleged that the Applicant, with mala fide intent and in collusion with competitors of the Respondent, approached it in January 2017 when major business opportunities relating to the U.P. elections were expected. The Applicant was alleged to have committed fraud in the name of demo services, with the ulterior motive of hampering the Respondent's business, reputation, and market standing.
- i.** The Respondent submitted that while it is willing to settle demo charges for January 2017, the same can be paid only through mediation, as the Applicant's conduct has caused serious concern and significant business loss.
- j.** The Respondent also referred to continuous communication exchanged between 15.02.2017 onwards, including several emails pointing out deficiencies and seeking genuine reports, which demonstrate existence of dispute prior to the demand notice.
- k.** The Respondent relied on the earlier petition filed by the Applicant, which was dismissed in default on 12.07.2018, and the subsequent order dated 08.07.2019, where liberty was given to file a fresh petition in accordance with law and subject to limitation. The Respondent contended that the present petition is barred by limitation and such liberty cannot override statutory provisions.



reports for the messages were required to be provided on the same day, which was not done by the Operational Creditor, and the disputed claim was raised only later.

- d. The disputed amount was never accepted by the Corporate Debtor from the very beginning and is evident from the correspondence and material evidence placed on record.
- e. The invoices raised by the Operational Creditor were never accepted by the Corporate Debtor as the work was not completed as per terms. The amount shown in Part IV of the petition is imaginary and based solely on invoices and computation charts without supporting evidence.
- f. The Respondent has already paid Rs. 2 lakhs to the Applicant, which is evident from the bank statement filed as Annexure SCA-1.
- g. TDS entries for the period 01.04.2016 to 31.03.2017 reflect that for the admitted contract amount of Rs. 9,07,137, the TDS of ₹18,143 was deposited in the name of the Operational Creditor by the Respondent, and this has been filed as Annexure SCA-2.
- h. The Respondent is registered under the Ministry of MSME and governed by the MSME Act; the certificate has been filed as Annexure SCA-3.
- i. There is no written agreement establishing the terms and conditions of the alleged contract, and details in Part IV of the petition are denied.
- j. There was no appropriate delivery of services, and the dispute regarding the services was raised from the very first day.



- k. The amount claimed is without justification or supporting evidence, and the invoices do not establish any admission by the Respondent, there is no work completion certificate to show that work was executed as claimed.
 - l. Raising invoices alone, including tax invoices, cannot establish that a debt has accrued in the absence of supporting documentation; hence the petition is an abuse of process.
 - m. The mandatory requirements under the Code for initiation of insolvency proceedings have not been complied with by the Applicant, making the petition not maintainable.
 - n. The Respondent prayed that the supplementary counter affidavit be taken on record and the petition be dismissed with any other order deemed fit in the interest of justice.
19. The Respondent/Corporate Debtor further filed a second supplementary affidavit vide filing number 0902109003082019/6 dated 08.06.2022, stating that certain additional documents, which could not be filed earlier, were now being placed on record for proper adjudication. It was further pleaded that:
- a. On the direction of this Tribunal, the Corporate Debtor made sincere efforts to amicably resolve the dispute, but the Operational Creditor did not respond and instead attempted to extort money under the guise of this petition.
 - b. To demonstrate these efforts, the Respondent filed WhatsApp chat transcripts and voice recordings (Annexure SSCA-1) showing communication with the Operational Creditor for settlement.



- c. The Corporate Debtor personally travelled from Delhi to Mumbai on 01.06.2022 to meet the Operational Creditor, but the latter refused to engage in discussion and misbehaved with the Corporate Debtor, forcing him to return the same day. The boarding pass dated 01.06.2022 evidencing this visit has been filed as Annexure SSCA-2.
- d. The Respondent reiterated that the Operational Creditor's conduct clearly reflects lack of bona fides and the petition is being used as a tool for undue enrichment.
- e. The Respondent prayed that the present affidavit be taken on record for proper adjudication of the controversy and the petition be dismissed with costs or any other order deemed fit in the interest of justice.

**REJOINDER ON BEHALF OF THE APPLICANT /
OPERATIONAL CREDITOR**

20. The Applicant/Operational Creditor filed a rejoinder vide diary no. 378 dated 05.02.2020 and, at the outset, denied each and every averment made by the Respondent in its reply and supplementary affidavits, except where specifically admitted as a matter of record. The Applicant contended that the Respondent's reply was factually perverse, legally untenable, and an attempt to evade payment of admitted dues and stated as follows:

- a. It was reaffirmed that an operational debt of Rs. 23,76,551/- along with interest was payable against unpaid invoices and remained



outstanding despite repeated reminders and commitments by the Respondent to clear the dues.

- b.** The Applicant submitted that the Respondent had voluntarily availed a fully operational postpaid SMPP account after completing KYC, sharing IP address details, indemnity, and sender IDs. The Respondent consumed 2.06 crore SMS messages between January to April 2017 and also availed outbound dialer (OBD) voice campaign services. Hence, the plea that the services were taken only for testing or were unsatisfactory was false and afterthought.
- c.** The Respondent continued to utilize services even after the first invoice which was for 11339212 SMS counts amounting to Rs. 10,43,207/-, ran multiple campaigns, and even subscribed to additional products. The Applicant emphasized that a prudent business entity would not repeatedly use a vendor's services for major election campaigns if dissatisfied with service quality.
- d.** The allegation of non-delivery of services was denied on the ground that real-time dashboards and downloadable delivery reports were available to the Respondent throughout. The Respondent never raised any genuine dispute during service usage but continued campaigns with mala fide intent of not paying.
- e.** The OBD voice campaign was temporarily blocked by operators only due to the Respondent's violation of election-related laws by broadcasting unverified allegations against political opponents. After assurances by the Respondent, services were restored.



- f. The Applicant highlighted that the Respondent made part payments and even issued three cheques of Rs. 2,00,000/- each in April-May 2017, of which two bounced due to insufficient funds. Despite cheque dishonor being a criminal offence under Section 138, Negotiable Instruments Act, 1881, no case was filed initially as the Applicant relied on further false assurances of payment. Only Rs. 2,00,000/- was paid out of the total outstanding of Rs. 25,76,551/-.
- g. The Applicant reiterated that there was no pre-existing dispute prior to issuance of demand notice under Section 8 of the IBC, 2016. The Respondent's reply to the demand notice dated 21.09.2017 was received on 04.10.2017, beyond the statutory 10-day period prescribed under Section 8(2).
- h. Reliance placed by the Respondent on *Yantra Harvest* judgment was termed inapplicable, as in that case, dispute was raised prior to the demand notice under the Companies Act, whereas in the present case, no genuine dispute existed before completion of services.
- i. The Applicant relied on *Mobilox Innovations Pvt. Ltd. v. Kirusa Software Pvt. Ltd.* to submit that all three conditions for admission of Section 9 application are met:
- i. Existence of operational debt above threshold,
 - ii. Documentary evidence of due and unpaid debt,
 - iii. Absence of any pre-existing dispute.
- j. The Applicant prayed for rejection of all allegations raised by the Respondent, reaffirming that the operational debt is fully



supported by invoices, emails, delivery reports, bounced cheque records, and other documentary evidence placed on record.

21. The Operational Creditor further filed a reply vide diary no. 1657 dated 12.06.2023 to the Supplementary Counter Affidavit filed by the Respondent and stated as follows:

- a.** At the outset, the contents of the Supplementary Counter Affidavit (SCA) filed by the Respondent/Corporate Debtor (CD) are wrong and denied in to unless expressly admitted herein. It is submitted that the CD, assisted by its learned counsel, is deliberately delaying the process of this Hon'ble Tribunal, misrepresenting facts, and producing fabricated documents to evade the due process of law.
- b.** On 13.04.2022, the CD submitted before this Tribunal that it had paid an undisclosed amount to the Applicant but failed to substantiate the same. The same is recorded in the order dated 13.04.2022 annexed as Annexure A1 to this reply.
- c.** On 13.12.2022, the CD again repeated similar averments but could not prove payment of any amount to the Applicant. This is recorded in the order dated 13.12.2022 annexed as Annexure A2.
- d.** On 22.02.2023, even after availing leave to place supporting proofs on record, the CD again repeated its claim of payment but miserably failed to substantiate the same. This is recorded in the order dated 22.02.2023 annexed as Annexure A3.
- e.** On the last date of hearing, 11.05.2023, the CD, for the first time, placed certain documents claiming payment of ₹9,07,137/-. The



Applicant categorically objected to these documents as false and fabricated ledger extracts, lacking any authenticated bank statements. Despite repeated directions of this Hon'ble Tribunal, the CD has failed to produce legitimate evidence of the said payment.

- f. Pursuant to the directions of this Tribunal, the Applicant again verified its books of accounts and related systems. The conduct of the CD demonstrates a deliberate and mala fide intention to mislead this Tribunal and avoid compliance with its directions.
- g. The allegations in paras 1, 2, 4, 5, 6 and 7 of the SCA are denied being false, vague, and afterthoughts to fill in the lacunas in the CD's defence. The Applicant has claimed its dues as per law and attached all relevant invoices to the application.
- h. The CD has not rebutted the Applicant's email dated 11.03.2017. On the contrary, in its email dated 18.04.2017, 10:48 AM, the CD acknowledged the liability and asked the Applicant to visit its office to collect the payments.
- i. The only admitted payment by the Applicant is ₹2,00,000/- which is reflected in its calculations at page 46 of the application. No other payment proof has been placed on record by the CD despite repeated opportunities.
- j. The allegation of payment of Rs. 9,07,137/- as mentioned in para 8 of the SCA is vehemently denied except for the admission of the amount itself by the CD in this very paragraph. Annexure SCA-2 filed by the CD is a fictitious document without support of any bank statement. The Applicant even emailed the CD's counsel on



18.05.2023 demanding legitimate bank proof (Annexure A5) but till date, no such proof has been provided either to the Applicant or this Tribunal.

- k.** The allegations in paras 10 to 24 of the SCA are denied being false and afterthoughts to plug gaps in the CD's defence. Under the Indian Contract Act, 1872, an agreement may be oral or written, and the transactions between the parties were duly evidenced through emails and invoices already annexed with the application.
 - l.** The dishonored cheques and return memos attached at pages 37 and 38 of the application substantiate the default committed by the CD. These cheques have never been denied by the CD at any stage.
 - m.** The proceedings before this Tribunal are summary in nature. Once a part of the claim is admitted, as in this case, insolvency proceedings are maintainable. The CD has admitted its liability in para 8 of the SCA, para 1.05(d) of its reply (page 5), and para 8 of the notice of dispute (page 17D of the application), clearly satisfying the statutory threshold to trigger insolvency under Section 9 of the Insolvency and Bankruptcy Code, 2016.
 - n.** The SCA filed by the CD is belated, contains bald allegations, and is a last-ditch attempt to wriggle out of insolvency proceedings despite its admitted debt.
- 22.** During the course of hearing on 20.10.2023, Ld. Counsel for the Corporate Debtor stated that the Corporate Debtor was willing to pay the entire outstanding amount as claimed in the petition to the Operational Creditor



on or before 20.11.2023. At that stage, Ld. Counsel for the Operational Creditor requested that, while releasing the outstanding amount, the interest component may also be released. Without expressing any opinion on the principal or interest payable, the matter was adjourned.

23. Thereafter, on 13.02.2024, the Ld. Proxy Counsel for the Corporate Debtor submitted that the payment would be made under the settlement provided interest was waived, and the Operational Creditor agreed to waive interest if payment was made within two weeks. On the basis of these joint statements, the petition was dismissed as withdrawn with liberty to revive in case of default vide our order dated 13.02.2024. Since the Corporate Debtor failed to adhere to the settlement terms, the Operational Creditor sent an email dated 01.03.2024 to the Ld. Counsel of the Corporate Debtor reminding them of fulfilling their commitment to pay stating that they shall wait only for further 7 days before reviving the case and receiving no response from the other side, filed an application for restoration (RST. APPL. No. 03/2024) on 06.06.2024, which was allowed on 11.10.2024, restoring the petition to its original position. However, despite service having been duly effected by email and speed post, there was no representation for the Corporate Debtor on 19.11.2024 and 16.01.2025.
24. Consequently, in view of continued non-appearance, the Corporate Debtor was set ex-parte vide order dated 01.04.2025. Although an appearance was



later entered on 21.05.2025 by the Counsel for the Corporate Debtor and time was sought to file Vakalatnama and appropriate application, no such filing was made, and there was again no representation on 10.06.2025 and 23.07.2025. The matter was thereafter heard ex-parte on behalf of the Operational Creditor. The relevant excerpts from the order dated 01.04.2025 are reproduced below:

“

ORDER

Ld. Counsel representing the Operational Creditor is present through VC.

1. This Section 9 petition has some background, as it was withdrawn in view of some settlement between the Operational Creditor and the Corporate Debtor for payment of outstanding debt and consequently an order dated 13th February, 2024 was passed by this Adjudicating Authority and the present petition was dismissed as withdrawn with liberty to the Operational Creditor to revive the same, if the payment is not made within the stipulated period.

2. Since, the settlement did not materialize, therefore an application has been filed for restoration of the main petition and in terms of an order dated 11th October, 2024, the company petition was restored to its original position. Subsequently thereafter, there was no representation on behalf of the Corporate Debtor on 9th November, 2024 and thereafter, again on 16th January, 2025.



3. *Since today also, there is no representation on behalf of the Corporate Debtor, the Corporate Debtor is set as ex-parte and the matter is posted for ex-parte hearing.*

4. *Let the matter be adjourned for final hearing on 21 May, 2025.”*

FINDINGS AND ORDER

25. We have heard the Learned Counsel appearing for the Operational Creditor finally heard on 23.07.2025.
26. Before delving into the specific issues concerning the admission or rejection of the present application, it is noted that the application under Section 9 of the Code was filed before this Tribunal on 21.10.2019. In Part-IV of the present petition, the Applicant/Operational Creditor has specified the date of default as 16.02.2017. This date has been arrived at on the basis of the invoices raised for services rendered in January 2017, namely Invoice No. CRM/POST/Jan/16-17/245 to 250, all dated 31.01.2017, which stipulated a credit period of fifteen days. The payment was thus due on 15.02.2017, and default arose on the following day, i.e., 16.02.2017, when the Corporate Debtor failed to discharge the admitted liability.
27. The Corporate Debtor has contended in its reply that the petition is barred by limitation as the alleged default occurred in February 2017 and that the earlier petition [CP (IB) 199/ALD/2018] filed on 21.12.2017, which was dismissed for non-prosecution on 12.07.2018, does not stop the running of



limitation. It has been further urged that the liberty granted by this Tribunal on 08.07.2019 to file afresh was expressly “subject to law of limitation” and therefore the present filing must independently satisfy the limitation requirement.

28. We have considered the objection. Section 238A of the Code makes the provisions of the Limitation Act, 1963 applicable to proceedings before this Tribunal, and Article 137 thereof prescribes a period of three years from the date of default. On the admitted date of default, i.e., 16.02.2017, the limitation period would expire on 16.02.2020, therefore, the present petition, filed on 21.10.2019, falls well within the prescribed three-year period.
29. The dismissal of the earlier petition for non-prosecution did not result in adjudication on merits and has no effect on the computation of limitation for the present filing. The liberty to file afresh “subject to law of limitation” was in consonance with this legal position. The Respondent’s contention that the earlier petition’s dismissal for non-prosecution wipes out the cause of action is misplaced. The cause of action is founded upon the subsisting debt and its non-payment and the dismissal for default did not result in adjudication on merits.
30. Accordingly, the application being filed on 21.10.2019, is well within the limitation period of three years from the date of default i.e. 16.02.2017.



31. Further, on perusal of the records, exhibits/annexures, and after considering the argument advanced by respective Learned Counsel, we find that the following issue is for consideration to be decided for admissibility or otherwise of this Application u/s 9 of the Code.

- a. Whether there is a Debt and Default
- b. Whether there is any Pre Existing Dispute

a. **Debt and Default**

32. As per the present Application filed by the Operational Creditor in Form 5, seeking initiation of CIRP against the Corporate Debtor is based on the outstanding dues mentioned in Part-IV of the Application amounting to Rs. 25,98,842/- (wherein principal amount is of Rs. 25,76,551/- along with an interest of Rs. 2,22,291/- calculated @ 18% compounded annually as on 21.09.2019) in total, with the date of default being 16.02.2017. The basis for filing the present Application is that the Corporate Debtor had engaged the Operational Creditor to provide SMS, voice message and Out bound dialer (OBD) services in connection with the Uttar Pradesh State Elections for a political party during 2017. The services were rendered in January 2017, and invoices (Invoice Nos. CRM/POST/Jan/16-17/245 to 250, all dated 31.01.2017) were duly raised and delivered. The invoices provided for a 15-day credit period, making the payment due on 15.02.2017. When



the Corporate Debtor failed to make payment by the due date, default occurred on 16.02.2017.

33. The Operational Creditor has placed on record several documents to evidence the debt and default, including:

- a. Copies of the invoices at pages 18 to 36 of the petition, reflecting the total principal claim;
- b. Email correspondence from the Corporate Debtor dated 02.03.2017, undertaking to clear the invoices after receipt of its own payments, and dated 18.04.2017 inviting the Operational Creditor to visit its office to collect payment;
- c. Copies of cheques issued by the Corporate Debtor, including cheque dated 23.05.2017 for Rs. 2,00,000/- (encashed) and other cheques dated 11.05.2017 and 23.05.2017 (dishonoured), evidencing acknowledgment of liability;
- d. Subsequent statements recorded in orders dated 20.10.2023 and 13.02.2024 during the proceedings, wherein the Corporate Debtor, through counsel, offered to pay the “*entire outstanding amount as claimed in the petition.*”

34. The record shows repeated acknowledgments of liability by the Corporate Debtor after receipt of invoices. In particular, the email dated 02.03.2017 by the Corporate Debtor states “*we are expecting our payments by 7th or 8th March, accordingly we will clear the invoices*”, the email dated 18.04.2017 directs the Operational Creditor to “*send someone on 20th and collect the cheque*” and the July 2017 correspondence records the



Corporate Debtor's commitment to clear the full payment of January and thereafter the February payment, pending receipt of SMPP reports, in response to which the Operational Creditor promptly supplied links to download the requested reports from January to March.

35. Further, on 07.08.2017, the Operational Creditor issued a formal balance confirmation email reflecting Rs. 23,76,551/- outstanding, which was never controverted. The Corporate Debtor's subsequent correspondence does not dispute the quantum but seeks to defer or condition payment, including through settlement proposals made even during the pendency of these proceedings. Such conduct amounts to acknowledgment of debt and inability to discharge the same.
36. While the Corporate Debtor has alleged pre-existing dispute by pointing out deficiencies in service and relied on ledger/TDS entries to suggest a smaller liability, no documentary evidence has been produced to show that payments were made against the balance invoices or that the alleged deficiencies were raised prior to issuance of the demand notice dated 21.09.2017. The allegations of "fake reports" in the email dated 11.03.2017 are unaccompanied by any technical analysis or rejection of invoices, rather, they are coupled with an assurance that pending amounts will be cleared once its own receivables are realized.



37. The evidence on record, especially the invoices, email admissions, dishonoured cheques, uncontroverted balance confirmation, and the bank certificate under Section 9(3)(c) establishes both the existence of debt and the failure to repay despite demand. The existence of debt is further confirmed by the settlement arrived at by the Corporate Debtor with Operational Creditor to pay outstanding dues as recorded in our order dated 13.02.2024.

38. As per Section 4 of the Code, at the time of filing of the present petition on 21.10.2019, the minimum threshold for initiating a CIRP application was Rs. 1 lakh. In the present case, the Applicant has placed sufficient material on record to show that an operational debt of ₹25,98,842/-, as mentioned in Part-IV of the Application, is due and payable by the Corporate Debtor, and that there has been a default in payment. Therefore, we are satisfied that the statutory threshold prescribed under Section 4 of the Code, as it stood on the date of filing, is met, and the conditions for admission under Section 9(5)(i) of the Code, in respect of the existence of an operational debt above the prescribed limit and occurrence of default, are fulfilled.

b. Whether there is any Pre-Existing Dispute

39. As regards there being any pre-existing dispute in respect of the claim made by the Operational Creditor, the Corporate Debtor in its reply dated 30.09.2017, in response to the demand notice dated 21.09.2017, reiterated



its stand that the services were defective, not executed in accordance with the alleged terms, and that the claim was inflated and unsupported by credible documentation. The Corporate Debtor in its supplementary counter affidavit, however, relies on two aspects to allege the existence of a dispute firstly, the TDS entries for the period 01.04.2016 to 31.03.2017 showing deduction of ₹18,143/- against a contract value of Rs. 9,07,137/- in the name of the Operational Creditor and allegations that the work related to campaigning for the political party BJP in the Uttar Pradesh elections was not executed in accordance with the agreed terms, particularly the requirement to report delivery of campaign messages on the same day. According to the Corporate Debtor, the failure to comply with this requirement caused loss of business and goodwill, and the claim now made is disputed from inception.

40. The communication relied upon in this regard is the email dated 11.03.2017, wherein the Corporate Debtor alleged that the SMS delivery reports provided were “*completely fake*” in relation to the BJP voice campaign, and linked its payment obligation to receipt of its own payment from BJP. Importantly, in the same communication, the Corporate Debtor assured that “*the moment my payment will be released, we will clear your pending amount*”. The Operational Creditor, in reply on the same day, denied the allegations, asserted that reports were 100% genuine, and



clarified that the payment being sought pertained to the January 2017 invoices and not for the BJP voice campaign for which no invoice had been issued. Hence, these assertions by the Corporate Debtor do not meet the threshold of a “pre-existing dispute” as judicially interpreted.

41. Further, the email record shows that, even after the 11.03.2017 allegation of “fake reports”, the Corporate Debtor continued to correspond and confirm payments including on 18.04.2017 directing the Operational Creditor to “*send someone on 20th and collect the cheque*”, and in July 2017 agreeing to clear the full January payment that month and the February payment thereafter upon receiving SMPP reports, which were duly shared the same day. Further, a balance confirmation email dated 07.08.2017 setting out Rs. 23,76,551/- outstanding also went unanswered. No technical analysis, independent verification report, or written rejection of invoices was produced to substantiate the “fake reports” claim before issuance of the demand notice.
42. Further, the Corporate Debtor’s letter in reply to the demand notice does not categorically deny liability for January 2017 services, it merely conditions payment on mediation and disputes later invoices. Additionally, the Corporate Debtor subsequently, during the proceedings of the present matter, agreed to settle the “entire outstanding amount” (statement made on behalf of the Corporate Debtor during the course of hearing on



13.02.2024) subject to waiver of interest further reinforces that the dispute now urged is not one that pre-existed the demand notice.

43. The aforesaid email correspondences, coupled with the part-payments, and subsequent settlement offers recorded in the orders dated 20.10.2023 and 13.02.2024, demonstrates that any grievance expressed by the Corporate Debtor was either unrelated to the invoices forming the subject matter of this petition or was accompanied by an admission of liability to pay. Under the law laid down in *Mobilox Innovations Pvt. Ltd. v. Kirusa Software Pvt. Ltd., (2018) 1 SCC 353*, the dispute must be a real, plausible and pre-existing dispute pertaining to the same operational debt prior to receipt of the demand notice. Here, the alleged dispute is neither substantiated by cogent evidence nor directed at the very debt in question.
44. Further, the Operational Creditor has filed an affidavit dated 07.10.2022 in compliance with Section 9(3)(b) of the IBC, 2016, affirming that there was a notice given by the Corporate Debtor relating to a dispute of the unpaid operational debt but it did not exist before the services had been availed completely and the dispute came into the picture only after the end of services provided by the Applicant to the Respondent. Along with the petition, the Operational Creditor has placed on record, the original invoices and contemporaneous email correspondence exchanged between February and April 2017, all of which record acknowledgments of liability



without raising any specific or substantiated objection to the quality or scope of services.

45. Having considered the pleadings, documents, and submissions, we find that the so-called dispute relied upon by the Corporate Debtor does not meet the standard of a “pre-existing dispute” as defined in Section 8(2)(a) of the Code and explained by the Hon’ble Supreme Court in *Mobilox Innovations Pvt. Ltd. v. Kirusa Software Pvt. Ltd. [(2018) 1 SCC 353]*.

The test requires that such dispute must be real, genuine, and raised before the issuance of the demand notice. In this case, apart from general allegations made after receipt of the demand notice, the subsequent acknowledgments and commitments to pay, without any contemporaneous substantiation of the allegation of “fake reports,” demonstrate that the email of 11.03.2017 does not amount to a genuine, existing dispute capable of negating default under Section 9. The later reply to the demand notice, merely reiterating earlier bald allegations without proof, cannot retrospectively convert this into a “pre-existing dispute” within the meaning of the Code.

46. We also find no merit in the Respondent’s contention that the present claim does not constitute an “operational debt” and that the Applicant cannot be classified as an “operational creditor” within the meaning of the Code. Under Section 5(20) and 5(21) of the Insolvency and Bankruptcy Code,



2016, an “operational creditor” is a person to whom an operational debt is owed, and “operational debt” means a claim in respect of the provision of goods or services including employment, or a debt in respect of payment of dues arising under any law for the time being in force and payable to the government. In the present case, the Applicant’s claim arises from the provision of SMS, voice message and Out bound dialer (OBD) services rendered in the ordinary course of its business to the Corporate Debtor, for which invoices were duly raised. Such services fall squarely within the ambit of “services” contemplated under Section 5(21). The nature of the transaction, supported by invoices, email correspondence, TDS deductions, and part-payments, establishes that the debt in question is an operational debt and that the Applicant is an operational creditor entitled to maintain a petition under Section 9 of the Code.

47. We are, therefore, of the considered view that the Operational Creditor is rightly classified as an “operational creditor” under Section 5(20) of the IBC, 2016, that the debt in question arises from the provision of services in the ordinary course of business and constitutes “operational debt” within the meaning of Section 5(21) and that no pre-existing dispute, as contemplated under Section 8(2)(a) of the Code, existed prior to the issuance of the demand notice dated 20.09.2020.



48. After finding that in the present case, the present Application is filed within limitation period, there is debt more than the threshold limit of Rs. 1 lakh, there is a default in repayment of the said debt and there is no pre-existing dispute with respect to this debt, further, all other conditions for admission of application under Section 9(5)(i) of the I & B Code 2016 against the Corporate Debtor, have also been found to be fulfilled, we find this application as being fit for admission under Section 9(5)(i) of the I & B Code, 2016 for starting CIRP against the Corporate Debtor.
49. We note that the Operational Creditor has proposed the name of Mr. Pranav Jayantilal Damania, the Insolvency Professional, to be appointed as Interim Resolution Professional (IRP), having Registration No. IBBI/IPA-001/IP-P00079/2017-18/10164, R/o 407, Sanjar Enclave, Above Mahindra Showroom, Opposite to Milap Cinema, SV Road, Kandivali, Mumbai, Maharashtra, 400067; Email ID – pranav@winadvisors.co.in as IRP. The verification of the said IRP has been carried out by the Law Research Associate of this Tribunal, Ms. Akshita Singh, and it is found that there is no proceeding pending against the appointed IRP, and it is also found that this insolvency professional holds valid authorization till 31.12.2025.
50. Accordingly, this application is admitted u/s 9 of the Code, 2016, under the following terms and conditions.



- i.** The application filed by the Operational Creditor under Section 9 of the Insolvency & Bankruptcy Code, 2016 for initiating the Corporate Insolvency Resolution Process against the Corporate Debtor i.e., M/s Nextgen Infratel Private Limited is hereby admitted.
- ii.** We hereby declare a moratorium and public announcement in accordance with Sections 13 and 15 of the I & B Code, 2016.
- iii.** This Adjudicating Authority hereby appoints Mr. Pranav J. Damania to act as the IRP under Section 13(1)(c) of the Code as decided by us in para 51 above.
- iv.** The IRP shall cause a public announcement for the initiation of the Corporate Insolvency Resolution Process against the Corporate Debtor and call for the submission of claims under Section 15. The public announcement referred to in clause (b) of sub-section (1) of Section 15 of the Insolvency & Bankruptcy Code, 2016 shall be made immediately.
- v.** Moratorium under Section 14 of the Insolvency & Bankruptcy Code, 2016 prohibits the following: -
 - 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 (54 of 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.
- vi. Apart from above prohibitions in respect of the corporate debtor, 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.
- vii. 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.
- viii. 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 passes an order for liquidation of the corporate debtor under Section 33 as the case may be.
- ix. The IRP is directed to take steps as mandated under section 13 and 15 of the IBC for making public announcement about the commencement of CIRP against the Corporate Debtor and moratorium against it u/s 14, and also take necessary actions as per sections 17, 18, 20 and 21 of IBC, 2016.
- x. The IRP shall after collation of all the claims received against the Corporate Debtor and the determination of the financial position of the Corporate Debtor and to constitute a Committee of Creditors



(hereinafter referred as “**COC**”) and shall file a report certifying the constitution of the COC to this Tribunal on or before the expiry of thirty days from the date of his appointment, and shall convene the first meeting of the COC within seven days of filing the report of the constitution of the COC.

- xi.** The COC in its first meeting shall appoint a Resolution Professional (hereinafter referred as “**RP**”) as per the provision of section 22(2) and file an application before this Tribunal for confirmation of the appointment of the RP.
- xii.** The Suspended Board of Directors of the corporate debtor is directed to give to IRP/RP complete access to the Books of Accounts of the corporate debtor maintained under section 128 of the Companies Act. In case, the books are maintained in the electronic mode, the Suspended Board of Directors are to share with the IRP/RP all the information regarding maintaining the Backup and regarding service provider kept under Rule 3(5) and Rule 3(6) of the Companies Accounts Rules, 2014 respectively as effective from 11.08.2022, especially the name of the service provider, the internet protocol of the service provider and its location, and also address of the location of the Books of Accounts maintained in the cloud. In case, accounting software for maintaining the books of accounts is used by the corporate debtor, then IRP/RP is to check that the audit trail in the same is not disabled as required under the notification dated 24.03.2021 of the Ministry of Corporate Affairs.
- xiii.** The Statutory Auditor is directed to share with the Resolution Professional the audit documentation and the audit trails, which they



are mandated to retain pursuant to SA-230 (Audit Documentation) prescribed by the Auditing and Assurance Standards Board ICAI.

- xiv.** The IRP/RP is directed to take custody and control of all the records of information relating to assets of the Corporate Debtor, its Books of Account in physical form or the computer systems storing the electronic records at the earliest in accordance with the provision of Regulation 3A of IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 (hereinafter referred to as “CIRP Regulations, 2016”).
- xv.** The Operational Creditor shall also provide necessary assistance to IRP/RP in obtaining the necessary information about the Corporate Debtor as envisaged in Regulation 4(3) of the CIRP Regulations, 2016.
- xvi.** In case of any non-cooperation by the Suspended Board of Directors or the Statutory Auditors, IRP/RP may take the help of the police authorities to enforce this order. The concerned police authorities are directed to extend help to the IRP/RP in implementing this order for the retrieval of relevant information from the systems of the corporate debtor.
- xvii.** The IRP/RP may take the assistance of Digital Forensic Experts empaneled with this Bench/IBBI/MCA for this purpose.
- xviii.** The Suspended Board of Directors is also directed to hand over all user IDs and passwords relating to the corporate debtor, particularly for government portals, for various compliances.
- xix.** The IRP/RP is also directed to make a specific mention of non-compliance, if any, in this regard in his status report filed before this



Adjudicating Authority immediately after a month of the initiation of the CIRP.

- xx.** The IRP/RP is directed to approach the Government Departments, Banks, Corporate Bodies and other entities with requests for information/documents available with those authorities'/institutions/ others pertaining to the Corporate Debtor which would be relevant in the CIR proceedings.
- xxi.** The IRP/RP is directed to approach all the concerned Government Departments and authorities as discernible from the books of account of the Corporate Debtor requesting them to file claims if any amount is outstanding against the Corporate Debtor.
- xxii.** The Government Departments, Banks, Corporate Bodies and other entities are directed to render the necessary information and cooperation to the IRP/RP to enable him to conduct the CIR Proceedings as per law.
- xxiii.** The IRP/RP shall collate the data obtained from (a) the claim(s) made before it and (b) information gathered from the records including those maintained by the Corporate Debtor.
- xxiv.** The IRP/RP is further directed to send regular progress reports to this Tribunal every month.
- xxv.** We direct the Operational Creditor to deposit a sum of Rs.1,00,000/- with the Interim Resolution Professional, to meet out the expenses to perform the functions assigned to him in accordance with Regulation 6 of Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Person) Regulations, 2016. The amount, however, is subject to adjustment by the



Committee of Creditors as accounted for by the Interim Resolution Professional on the conclusion of CIRP.

- 51.** A certified copy of the order shall be communicated to both the Applicant Operational Creditor and the Respondent Corporate Debtor. The learned counsel for the Applicant Operational Creditor shall deliver a certified copy of this order to the IRP forthwith. The Registry is also directed to send a certified copy of this order to the IRP at his e-mail address forthwith.
- 52.** List the RCP (IB) 02/ALD/2024 in CP (IB) No. 483/ALD/2019 on 29.09.2025 for filing of the progress report/further proceedings.

-Sd-
(Ashish Verma)
Member (Technical)

-Sd-
(Praveen Gupta)
Member (Judicial)

Date: 28.08.2025