

NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH COURT VI

Item No. P2.

C.P. (IB)/984(MB)2025

CORAM:

SHRI SAMEER KAKAR
HON'BLE MEMBER (TECHNICAL)

SHRI NILESH SHARMA
HON'BLE MEMBER (JUDICIAL)

ORDER SHEET OF HEARING (HYBRID) DATED **15.12.2025**

NAME OF THE PARTIES: **Union Bank of India**

Vs

Tirupatee Agro Industries Private Limited

Under Section 7 of the IBC.

ORDER

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

Sd/-
SAMEER KAKAR
MEMBER (TECHNICAL)

//VM//

Sd/-
NILESH SHARMA
MEMBER (JUDICIAL)

IN THE NATIONAL COMPANY LAW TRIBUNAL MUMBAI BENCH-VI

CP (IB) No.984/MB/2025

[Under Section 7 of the Insolvency and Bankruptcy Code, 2016 read with Rule 4 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016]

IN THE MATTER OF:

UNION BANK OF INDIA

[CIN: U99999MH1919PTC000615]

Branch office: 239, Union Bank Bhavan

Vidhan Bhavan Marg, Nariman Point

Mumbai - 400021, Maharashtra.

...Financial Creditor/Applicant

V/s

TIRUPATEE AGRO INDUSTRIES PRIVATE LIMITED

[CIN: U74110PN2019PTC186858]

Plot No. C-212 Chincholi, MIDC

Solapur- 413255, Maharashtra.

...Corporate Debtor

Pronounced: 15.12.2025

CORAM:

HON'BLE SHRI NILESH SHARMA, MEMBER (JUDICIAL)

HON'BLE SHRI SAMEER KAKAR, MEMBER (TECHNICAL)

Appearances: Hybrid

Financial Creditor: Adv. Ameer Hadwale a/w Adv.Geeta Lundwani

Corporate Debtor: Not present

ORDER

[PER: BENCH]

1. BACKGROUND

- 1.1 This is an Application bearing C.P. (IB) No.984/MB/2025 filed on 16.09.2025 by Union Bank of India, the Applicant (Financial Creditor) under Section 7 of the Insolvency and Bankruptcy Code, 2016 (hereinafter referred to as “the Code”), read with Rule 4 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016 (hereinafter referred to as “the AAA Rules”), through Mr. Amit Thorat - Chief Manager of the Applicant *vide* Power of Attorney dated 14.09.2009, for initiating Corporate Insolvency Resolution Process (hereinafter referred to as “CIRP”) in respect of Tirupatee Agro Industries Private Limited, the Corporate Debtor (CD).
- 1.2 The Applicant is a body corporate constituted under the Banking Companies Act, 1970.
- 1.3 The Applicant has relied on the following documents:
- i. Copy of Power of Attorney along with authority letter authorising Mr. Amit Thorat
 - ii. Copy of Master Data of the Corporate Debtor extracted from MCA portal
 - iii. Copy of Written Consent of the IRP in Form-2 along with AFA
 - iv. Copies of Sanction letters dated 17.05.2021 and 13.06.2022
 - v. Copies of Loan A/ c Statements for Cash Credit and Term Loan Facilities.
 - vi. Copy of working computation of the amount in default as on 15.07.2025
 - vii. Copy of Demand notice under section 13(2) of the SARFAESI Act
 - viii. Copy of possession notices under Section 13(4).
 - ix. Copy of NeSL Default Report for amount of Rs. 13,00,00,000/- along with NeSL Default Report for amount of Rs.10,90,00,000/- dated 21.04.2025

- x. Copy of Memorandum of Association dated 20.09.2019 and Article of Association of the Corporate Debtor dated 20.09.2019.
- xi. Copy of Composite Hypothecation Deed.
- xii. Copy of Power of Attorney for Book Debts dated 01.06.2021.
- xiii. Copy of Term Loan Agreement for movables dated 01.06.2021.
- xiv. Copy of Memo of Entry and Deposit of Title Deed dated 01.06.2021 along with the extension of the Memo of Entry dated 06.06.2022.
- xv. Copy of Deed of Guarantee dated 01.06.2021 for the amount of Rs. 5,00,00,000/- along with Deed of Guarantee dated 24.06.2022 for revised amount of Rs 13,00,00,000/-.
- xvi. Copy of Deed of Declaration dated 01.06.2021 by Mr. Ashish Padmakar Patodekar.
- xvii. Copy of Letter of Undertakings dated 01.06.2021
- xviii. Copy of Promissory Note dated 01.06.2021 for the amount of Rs 5,00,00,000/- and Rs. 10,90,00,000/- along with the Letter of Continuity dated 01.06.2021 and Letter of Waiver dated 01.06.2021.
- xix. Copy of Composite Debt Balance Confirmation for the amount of Rs. 5,00,00,000/- as on 29.12.2021 and for the amount of Rs. 10,90,00,000/- as on 04.06.2021.
- xx. Copy of CERSAI registration
- xxi. Copy of Report dated 30.06.2025 by Credit Rating agency
- xxii. Copy of Certificate under IT Act dated 25.06.2025

2. AVERMENTS OF THE APPLICANT

2.1 As per Part-IV of the Application the total amount claimed to be in default by the Applicant is Rs. 25,85,21,665.08/- (Twenty-five Crore Eighty-Five Lakhs Twenty-One

Thousand Six Hundred Sixty-Five Rupees and Eight Paise) including principal and unapplied interest, details of which are in the following table:

Type of Facility	Outstanding as on date of NPA i.e. as on 15.02.2024	Unapplied interest as on 31.07.2025.	Total dues
Cash Credit	13,03,85,900	3,16,67,889.17	16,20,53,789.17
Term Loan	8,10,16,800	1,54,51,075.91	9,64,67,875.91
Total			25,85,21,665.08

2.2 The date of default is mentioned as 15.02.2024 i.e. the date of NPA.

2.3 It is submitted that the Applicant sanctioned a Cash Credit facility of Rs. 5 Crores along with a Term Loan of Rs.10.90 Crores on 17.05.2021. Thereafter, vide revised sanction letter dated 13.06.2022, the Cash Credit was enhanced to Rs. 13 Crores. Copies of Sanction letters dated 17.05.2021 and 13.06.2022 are annexed as **Annexure D** to the Application. The total amount of facilities sanctioned by the Applicant is as below:

Financial Facilities	Amount (in Crores)
Cash Credit (Revised)	13.00
Term Loan	10.90
Total	23.90

2.4 The financial facilities were provided to the CD through the creation of specific accounts. Copies of Loan A/c Statements for Cash Credit and Term Loan facilities are

annexed as **Annexure E1 and E2** to the Application. The disbursement dates are detailed in the said loan account statements for the loan A/c nos. as stated below:

- i. Cash Credit facility – A/c No. 077425010000002
- ii. Term Loan – A/c No: 077426390000001

2.5 Further, it is stated that the CD failed to honour its repayment obligations, resulting in irregularities in the accounts. Consequently, the accounts were classified as Non-Performing Asset (NPA) on 15.02.2024.

2.6 The Applicant issued a demand notice under Section 13(2) of the SARFAESI Act on 16.02.2024 demanding payment of the outstanding dues within 60 days. As the CD failed to comply, possession notice under Section 13(4) was issued on 12.07.2024. Copy of Demand notice under section 13(2) of the SARFAESI Act is annexed as **Annexure G** & Copies of possession notices under Section 13(4) are annexed as **Annexure H** Colly.

2.7 It is submitted that the CD has committed default in repayment of the financial debt, exceeding the threshold prescribed under the Code. The debt is duly secured and documented through mortgage, hypothecation and guarantee agreements. The default is continuing and has not been rectified despite statutory notices under SARFAESI Act and multiple opportunities extended by the Applicant.

3. CONTENTIONS OF CORPORATE DEBTOR

3.1 The Tribunal *vide* interim order dated 24.09.2025 had issued court notice. The Applicant had served the notice upon the CD vide an email dated 09.10.2025, which is recorded *vide* interim order dated 13.10.2025. To this effect, the Applicant filed an Affidavit of Service dated 11.10.2025.

3.2 The CD had appeared on 13.10.2025 and undertook to file vakalatnama along with reply and stated that the notice was received by the CD. The CD sought extension of

the order dated 24.09.2025 to file the above-mentioned documents. The same was allowed by the Tribunal.

3.3 Further, the following is noted *vide* interim order dated 06.11.2025:

“2. At the request by the Ld. Counsel for the Respondent, 7 days extension was provided for filing of reply.

3. Ld. Counsel Ms. Ankita Singh appears on behalf of the Respondent, and she has filed the Vakalatnama across the bar today.

4. As the said vakalatnama has not been e-filed, we direct the Respondent’s counsel to e-file the same within a period of 2 days.

5. Ld. Counsel seeks further time period of 2 weeks for filing of reply. However, considering that the service was made upon the Respondent on 09.10.2025 and almost a month has passed and Respondent has not filed the reply, we close the right of the Respondent to file reply.

7. Respondent further states that they are in discussion with the Bank for settlement of debt.”

3.4 This Tribunal through the aforesaid order, closed the right to file reply of the CD.

3.5 Thereafter, the matter was posted for hearing on 25.11.2025. The matter was heard and none had appeared on behalf of the CD on the said date. The Applicant was heard and the matter was reserved on the said date.

4. WRITTEN SUBMISSIONS OF FINANCIAL CREDITOR

4.1 The Applicant has relied on the following judgments:

- i. Hon’ble Supreme Court in *Innoventive Industries Ltd. v. ICICI Bank* (2018) 1 SCC 407.
- ii. *E.S. Krishnamurthy v. Bharath Hi-Tech Builders Pvt. Ltd.* (2022) 3 SCC 161.

5. **ANALYSIS AND FINDINGS**

5.1 We have heard the Ld. Counsel for the Applicant and have perused the records as placed before us. Our findings in the matter are as under: -

5.2 The CD had approached the Applicant for financial facilities. On perusal of the documents it is seen that the Applicant had sanctioned a Cash Credit facility of Rs. 5 crores and Term Loan of Rs. 10.90 crores on 17.05.2021 vide Sanction Letter dated 17.05.2021. However, vide Sanction Letter dated 13.06.2022 the Cash Credit facility was enhanced to Rs. 13 crores from the then existing limit of Rs. 5 crores. The aforesaid renewal facility was accepted by the CD *vide* letter dated 17.06.2022. It is observed that the Applicant had disbursed the above facilities to the CD and hence, the CD is in a financial relation with the Applicant.

5.3 The loan a/c details of the CD are as stated below:

- i. Cash Credit facility – A/c No. 077425010000002
- ii. Term Loan – A/c No: 077426390000001

5.4 The loan facilities were secured by way of equitable mortgage over immovable properties situated at Chincholi MIDC and Solapur, along with hypothecation of stocks, book debts, plant & machinery, and personal guarantees executed by the promoters. The CD had issued Demand Promissory Note dated 24.06.2022 for an amount of Rs. 13 crores together with interest at the rate of 11.7%, as a security for the repayment of the amounts outstanding with respect to credit limits. The Applicant has attached the composite debit balance confirmation dated 04.06.2021 and 29.12.2021 of the CD stating therein, that the CD is indebted to the Applicant for an amount of Rs. 10,90,00,000/- and Rs. 5,00,00,000/- respectively.

5.5 The repayment terms of the term loan account as per Clause 4 of the Sanction Letter dated 17.05.2021 are as follows:

“4. REPAYMENT OF TERM LOAN

- a. Project must achieve COD as projected.
- b. Moratorium of 10 months will be allowed from first disbursement
- c. Term loan to be repaid by the borrower in 74 monthly instalments along with interest, First instalment to fall due on Feb 2022. Interest to be paid as and when debited.”

5.6 From the above terms, we see that the CD had to repay the term loan facility in 74 monthly instalments, whereat the first instalment fell due on February, 2022 and interest was to be paid as and when debited.

5.7 Further, in Clause 11(2) of the Sanction Letter dated 17.05.2021, the events of default are mentioned, which are reproduced as below:

“Events of Default (EOD)

Each of the following events shall, inter alia, constitute an Event of Default:

- i. *Failure by the Borrower to pay any amount due and payable to banks e.g installment of term loan, servicing of interest on term loan/working capital limit.*
- ii. *Delay in achieving commercial operations beyond the estimated COD*
- iii. *The borrower ceasing or threatening to cease to carry on its business*
- iv. *Opening/Maintaining account with other banks without NOC from bank/consortium and/or routing cash flows through those accounts.*
- v. *Non-compliance of any term or condition stipulated by bank.”*

5.8 As per the above clauses 4 and 11(2), we notice that the CD had to pay the instalment and interest amount on the facilities to the Applicant and failure to do so would constitute an event of default. On perusal of the loan statements attached to the Application, we see that the CD had failed to pay the interest/instalment amount and hence, the CD committed default as per the aforesaid clause. The balance amount in Cash Credit A/c bearing no. 077425010000002 shows an outstanding amount of Rs. 13,03,85,900/- as on 15.02.2024 and the Term Loan A/c bearing no. 077426390000001 shows an amount of Rs. 8,10,16,800/- as on 19.03.2025 as

outstanding. As a result of irregularity in the accounts, the said accounts were declared as NPA on 15.02.2024.

5.9 Thereafter, the Applicant issued notice under Section 13(2) of the SARFAESI Act dated 16.02.2025 to the CD demanding to pay the outstanding dues amounting to Rs. 21,77,41,804.88/- within 60 days. The demand notice was delivered to the CD as the postal receipts and tracking reports are attached to the Application. The CD failed to pay the outstanding dues within the stipulated time period. Therefore, it is seen that the CD has defaulted in paying the outstanding debt.

5.10 Further, the Applicant has attached the Certificate under IT Act dated 25.06.2025 certifying that the enclosed printouts reflect the entries stored in the Bank's Computer System, alongwith Certificate under Section 2A of Bankers Book Evidence Act, 1891.

5.11 The Applicant stated that the date of default is 15.02.2024 i.e. the date when the accounts of CD were declared as NPA.

5.12 The Applicant has also placed on record the NeSL record of default in Form D, which reflects the Status of Authentication of default as 'Authenticated' and the total outstanding amount of the two facilities as Rs.15,43,52,876/- and Rs. 9,59,72,453/- and date of default as 15.02.2024.

5.13 The Applicant has relied on the judgments of the **Hon'ble Supreme Court in *Innoventive Industries Ltd. v. ICICI Bank (2018) 1 SCC 407*** and ***E.S. Krishnamurthy v. Bharath Hi-Tech Builders Pvt. Ltd. (2022) 3 SCC 161*** wherein the Hon'ble Supreme Court held that, once the debt and default are established than the Adjudicating Authority must admit the petition. We hold that the reliance placed by the Applicant on the above-mentioned judgments is relevant and appropriate.

5.14 The Applicant has proposed the name of Mr. Mahesh Chand Gupta to act as the Interim Resolution Professional (IRP) and has given his declaration in Form 2, *inter*

alia, stating that no disciplinary proceeding is pending against him. The Applicant has attached valid AFA in Form B of the IRP, which is valid till 31.12.2025.

5.15 Thus, it is clear from perusal of the record that an amount more than the threshold limit of Rs.1 Crore under Section 4 of the Code was due and payable by the CD to the Applicant. Hence, we find that the Applicant has been able to substantiate the existence of a financial debt due and payable by the CD, which remained unpaid and in default. The debt so owed by the CD to the Applicant falls within the definition of “financial debt” under Section 5(8) of the Code.

5.16 In view of the above, we find that requisite conditions necessary to trigger CIRP in respect of the CD are fulfilled, the Application is complete as all the relevant documents have been attached by the Applicant along with the Application. As a result, the matter deserves to be admitted under Section 7 of the Code.

5.17 We make it clear that at this stage we have not crystalized the amount as claimed in this Application, the same is left to be collated by the IRP.

ORDER

In view of the aforesaid findings, Application bearing C.P.(IB) No.984/MB/2025 filed under Section 7 of the Code by Union Bank of India, the Applicant, for initiating CIRP in respect of **Tirupatee Agro Industries Private Limited**, the Corporate Debtor is hereby **admitted**.

We further declare moratorium under Section 14 of the Code with consequential directions as mentioned below: -

I. We prohibit-

- 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 Securitisation 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 possession of the Corporate Debtor.
- II. That the supply of essential goods or services to the Corporate Debtor, if continuing, shall not be terminated or suspended or interrupted during the moratorium period.
- III. That the order of moratorium shall have effect from the date of this order till the completion of the CIRP or until this Tribunal approves the resolution plan under Section 31(1) of the Code or passes an order for the liquidation of the Corporate Debtor under Section 33 thereof, as the case may be.
- IV. That the public announcement of the CIRP shall be made in immediately as specified under Section 13 of the Code read with Regulation 6 of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 and other Rules and Regulations made thereunder.

- V. That this Bench hereby appoints **Mr. Mahesh Chand Gupta** a registered Insolvency Professional having Registration Number **IBBI/IPA-001/IP-P-01489/2018-2019/12304** and e-mail address mcgupta90@gmail.com having valid Authorisation for Assignment up to 31.12.2025 as the IRP to carry out the functions under the Code.
- VI. That the fee payable to IRP/RP shall be in accordance with such Regulations/Circulars/ Directions as may be issued by the IBBI.
- VII. That during the CIRP Period, the management of the Corporate Debtor shall vest in the IRP or, as the case may be, the RP in terms of Section 17 or Section 25, as the case may be, of the Code. The officers and managers of the Corporate Debtor are directed to provide effective assistance to the IRP as and when he takes charge of the assets and management of the Corporate Debtor. Coercive steps will follow against them under the provisions of the Code read with Rule 11 of the NCLT Rules for any violation of law.
- VIII. That the IRP/IP shall submit to this Tribunal monthly reports with regard to the progress of the CIRP in respect of the Corporate Debtor.
- IX. In exercise of the powers under Rule 11 of the NCLT Rules, 2016, the Applicant is directed to deposit a sum of Rs.3,00,000/- (Rupees Three Lakh) with the IRP to meet the initial CIRP cost arising out of issuing public notice and inviting claims, etc. The amount so deposited shall be interim finance and paid back to the Applicant on priority upon the funds available with IRP/RP from the Committee of Creditors (CoC). The expenses incurred by IRP out of this fund are subject to approval by the CoC.

- X. A copy of this Order be sent to the Registrar of Companies, Maharashtra, Mumbai for updating the Master Data of the Corporate Debtor.
- XI. The IRP is directed to issue notice of admission upon all the statutory authorities of the Corporate Debtor without fail within a period of 7 days from the date of this order.
- XII. A copy of the Order shall also be forwarded to the IBBI for record and dissemination on their website.
- XIII. The Registry is directed to immediately communicate this Order to the Applicant, the Corporate Debtor and the IRP by way of Speed Post, e-mail and WhatsApp.
- XIV. **Compliance report of the order by Designated Registrar is to be submitted today.**

Sd/-
SAMEER KAKAR
MEMBER (TECHNICAL)

//VM//

Sd/-
NILESH SHARMA
MEMBER (JUDICIAL)