



NATIONAL COMPANY LAW TRIBUNAL,
MUMBAI BENCH COURT VI

Item No. P-2

C.P. (IB)/464(MB)2025

CORAM

SHRI SAMEER KAKAR
HON'BLE MEMBER (TECHNICAL)

SHRI NILESH SHARMA
HON'BLE MEMBER (JUDICIAL)

ORDER SHEET OF HEARING DATED **09.01.2026**

NAME OF THE PARTIES : **Earls General Trading Private Limited**
Vs
Stuti Comtrade Pvt. Ltd.

Under Section 7 of the IBC, 2016.

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)

//SS//

Sd/-
NILESH SHARMA
MEMBER (JUDICIAL)



IN THE NATIONAL COMPANY LAW TRIBUNAL, MUMBAI - BENCH-VI

CP (IB) No. 464/MB/2025

*[Under Section 7 of the Insolvency and Bankruptcy Code, 2016
r/w Rule 4(1) of the Insolvency and Bankruptcy (Application to
Adjudicating Authority) Rules, 2016]*

In the matter of:

Earls General Trading Private Company .,

CIN: [U74999MH2008PTC184170]

702, Acme Plaza, Andheri Kurla Road,

Andheri (E), Mumbai 400049.

...Applicant/Financial Creditor/Petitioner

Vs.

Stuti Comtrade Private Limited

CIN: [U74999MH1996PTC100610]

Registered Office: Office No. 2,
2nd Floor, Jawahar House, Princess
Street, Marine Lines, Mumbai City,
Maharashtra 400020.

...Respondent/Corporate Debtor

Pronounced On: 09.01.2026

CORAM:

SHRI NILESH SHARMA, MEMBER (JUDICIAL).

SHRI SAMEER KAKAR, MEMBER (TECHNICAL).

Hearing: Hybrid.

Appearances:

Financial Creditor: Adv. Mr. Smith Shah



Corporate Debtor: Not Present

ORDER

[PER: CORAM]

1. This is an application filed on 05.09.2024 by the Applicant- Earls General Trading Private Limited (hereinafter also referred to as the “Financial Creditor” or “Applicant”), against the Respondent- Stuti Comtrade Private Limited (hereinafter referred to as the “Corporate Debtor”), under Section 7 of the Insolvency & Bankruptcy Code 2016 (in short, ‘the Code’) r/w Rule 4(1) of the Insolvency & Bankruptcy (Application to Adjudicating Authority) Rules, seeking commencement of the Corporate Insolvency Resolution Process (‘CIRP’) of the Corporate Debtor, appointment of Interim Resolution Professional (‘IRP) and declaration of moratorium. The amount claimed to be in default is Rs. 2,80,83,463/- including interest.
2. From Part-I of Form 1, it is seen that the present application is filed by Earls General Trading Private Company through Mr. Pratapnarayan Shukla authorised vide Board Resolution dated 2nd July 2024.
3. Part II of the Application in Form 1 reveals that the Respondent/Corporate Debtor is Stuti Comtrade Private Limited, which has its registered office at Office No. 2, 2nd Floor, Jawahar House, Princess Street, Marine Lines, Mumbai City, Maharashtra India 400020.
4. Part-III of Form 1 reveals that the Applicant has proposed the name of Mrs. Gomti Ramchandra Choudhary to be appointed as the IRP of the Corporate Debtor in the event that this application gets admitted. The Applicant has also obtained the Written



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Consent from the proposed IRP above-named in Form 2, the copy of which is annexed to this Application as Exhibit D.

5. Part IV of the application vide Form 1 reveals that the amount claimed to be in default by the Applicant/Financial Creditor is Rs. 2,80,83,463/- including interest. The principal is stated as Rs. 1,34,00,000/- and balance amount is towards interest.
6. The date of default stated by the Applicant in Part IV is 30.05.2022.
7. The facts narrated by the Applicant in Part IV of the Application are stated hereinbelow:
 - i. The Applicant is a Private Limited Company incorporated under the Provisions of Companies Act 1956.
 - ii. The Corporate Debtor is a Private Company incorporated under the Companies Act, 1956.
 - iii. It is submitted that pursuant to the request made by the Corporate Debtor on 15th May 2018, the Financial Creditor, by way of financial assistance, extended a loan facility amounting in aggregate to Rs. 1,34,00,000/- (Rupees One Crore Thirty-Four Lakhs Only) in favour of the Corporate Debtor.
 - iv. The said loan was disbursed to the Corporate Debtor on 31.05.2018 for an amount of Rs. 1,34,00,000/- Copy of the bank statement of the Financial Creditor evidencing disbursement is annexed as Exhibit E.
 - v. Accordingly, a Loan Agreement dated 15.06.2018 was duly executed between the Financial Creditor and the Corporate Debtor, setting out the specific terms and conditions governing the said financial assistance. The said Loan



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Agreement, inter alia, stipulated the manner and schedule of repayment of the Loan by the Corporate Debtor, along with the applicable rate of interest and other covenants binding upon the parties. A copy of the Loan Agreement dated 15.06.2018 is annexed as Exhibit–F.

- vi. In accordance with the terms and conditions agreed between the parties, the aforesaid loan was required to be repaid by the Corporate Debtor on or before 30th May 2022. However, the Corporate Debtor failed to discharge its repayment obligations within the stipulated period. Consequently, the Financial Creditor, vide its letter dated 21.08.2022, invoked and recalled the entire outstanding loan amount together with the applicable interest. A copy of the recall letter dated 21.08.2022 issued by the Financial Creditor is annexed as Exhibit–G.
- vii. Thereafter, the Corporate Debtor, vide its letter dated 10.10.2022, approached the Financial Creditor and expressed its inability to repay the entire outstanding amount. The Corporate Debtor further sought additional time and unequivocally assured that the outstanding loan amount would be repaid within a period of six months along with interest at the rate of 18% per annum. A copy of the reply letter dated 10.10.2022 issued by the Corporate Debtor is annexed as Exhibit–H.
- viii. The Applicant has been consistently following up with the Corporate Debtor for repayment of the outstanding dues. However, the Corporate Debtor has repeatedly sought indulgence and continued to request additional time on the strength of false assurances and unfulfilled commitments to repay the principal



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amount along with interest. Despite repeated follow-ups and opportunities granted, the Corporate Debtor has failed to discharge its admitted liability towards the principal as well as the agreed interest. A copy of the working calculation sheet detailing the outstanding amount is annexed as Exhibit-I.

- ix. The Financial Creditor, once again, vide its letter dated 22.06.2024, formally recalled the entire outstanding loan amount along with the applicable interest and called upon the Corporate Debtor to make immediate payment. A copy of the recall letter dated 22.06.2024 issued by the Financial Creditor is annexed as Exhibit-J.
- x. The Financial Creditor submits that despite having been granted sufficient time, the Corporate Debtor has failed to repay the outstanding loan and has remained in continuous default. The documents on record clearly establish the existence of a financial debt and a subsisting default, indicating the Corporate Debtor's commercial insolvency. Accordingly, the present Petition is filed under Section 7 of the Insolvency and Bankruptcy Code, 2016, seeking initiation of the Corporate Insolvency Resolution Process against the Corporate Debtor.
- xi. Hence this Application.

8. Applicant has attached the following documents with the Application:

- I. A copy of Loan Agreement dated 15.06.2018.
- II. A copy of master data of Financial Creditor.
- III. A copy of Board Resolution dated 02.07.2024.



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- IV. A copy of master data of Corporate Debtor.
- V. Copy of Form 2 written communication by Proposed IRP.
- VI. A copy of bank statement of the Financial Creditor evidencing disbursement of loan to the Corporate Debtor.
- VII. Copy of letter dated 21.10.2022 issued by the Financial Creditor.
- VIII. Copy of reply dated 10.10.2022 received from the Corporate Debtor.
- IX. Copy of working calculation sheet.
- X. Copy of letter dated 22.06.2022 issued by the Financial Creditor.
- XI. Copy of NeSL Form C.
- XII. Copy of NeSL Form D. The said Form-D states that the status of authentication of default is "Authenticated", date of default is 30.05.2022 and default amount is Rs. 2,80,83,463/-.

9. Reply of the Corporate Debtor (CD)

- 9.1 Vide Order dated 24.06.2025, this Tribunal allowed 7 days' time to the CD to file reply.
- 9.2 Order dated 09.07.2025, records as follows:
- 9.3 No application was thereafter filed by the Respondent seeking recall of the order dated 09.07.2025.
- 9.4 "Perusal of the order dated 24.06.2025 reveals that Corporate Debtor was served on 03.06.2025 and that 7 days' time was permitted to the Respondent to file reply.
- 9.5 Ld. Counsel for the Respondent seeks extension of the order dated 24.06.2025 qua



the reply by a further period of 1 month. The same is hereby denied.

- 9.6. As the IBC is a time bound process and as the Corporate Debtor after service on 03.06.2025, has still not filed any reply, we hereby close the right to file the reply of the Respondent in this matter.”

10. ANALYSIS AND FINDINGS

11. We have heard the learned Counsel for the Applicant Right to file reply of the Respondent was closed vide order dated 09.07.2025. We have perused the materials and documents placed by the Applicant on record of this Tribunal.
12. The Applicant has advanced a sum of Rs. 1,34,00,000/- to the CD by way of financial assistance. The disbursement is evidenced through the bank statement of the Applicant, annexed as Exhibit-E with the application, which makes it clear that the loan amount was credited to the account of the CD on 31.05.2018.
13. A duly executed Loan Agreement dated 15.06.2018 is annexed as Exhibit F with the application which sets out the contractual terms agreed between the parties, including the schedule for repayment, interest obligations, and covenants binding on the CD. The loan agreement satisfies the requirements of a “financial debt” under Section 5(8) of the Code.
14. The above document (loan agreement) along with the Bank statement reflecting the disbursement to the CD establishes the existence of a financial debt within the meaning of the Code.



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15. The Loan Agreement stipulated that the CD was required to repay the entire loan amount along with interest @ 18% p.a. on or before 30.05.2022. It is undisputed that the CD failed to repay the dues by the said date.
16. The Applicant recalled the loan vide letter dated 21.08.2022, which is annexed as Exhibit G with the application, demanding repayment of the entire outstanding amount along with interest. In response, the CD, in its letter dated 10.10.2022 (Exhibit H), expressly admitted its inability to repay the amount, sought extension of six months, and agreed to pay interest. This communication constitutes a clear acknowledgement of liability.
17. Despite repeated follow-ups, the CD failed to discharge its admitted liability. Working calculations of outstanding dues are placed on record at Exhibit I with the application, showing the principal and accrued interest.
18. The Applicant again recalled the dues vide letter dated 22.06.2024, but no payment was forthcoming from the CD.
19. NeSL Form-D is annexed with the application on page No. 46 and the said Form-D states that the status of authentication of default is "Authenticated", date of default is 30.05.2022 and default amount is Rs. 2,80,83,463/-.
20. The present application has been filed on 05.09.2024, which is well within the three-year limitation period from the date of default, i.e. from 30.05.2022.
21. In view of above, the occurrence of default stands clearly established and remains unrebutted by the CD.



22. We rely upon the Hon'ble Supreme Court's judgment in M/s. **Innoventive Industries Ltd. v. ICICI Bank & Anr.** (Judgment dated August 31, 2017 in Civil Appeal Nos. 8337-8338 of 2017) wherein it has been held as follows:

*"28. When it comes to a financial creditor triggering the process, Section 7 becomes relevant.It is at the stage of Section 7(5), where the adjudicating authority is to be satisfied that a default has occurred, that the corporate debtor is entitled to point out that a default has not occurred in the sense that the "debt", which may also include a disputed claim, is not due. A debt may not be due if it is not payable in law or in fact. **The moment the adjudicating authority is satisfied that a default has occurred, the application must be admitted unless it is incomplete**, in which case it may give notice to the applicant to rectify the defect within 7 days of receipt of a notice from the adjudicating authority. Under sub-section (7), the adjudicating authority shall then communicate the order passed to the financial creditor and corporate debtor within 7 days of admission or rejection of such application, as the case may be.*

*30. On the other hand, as we have seen, in the case of a corporate debtor who commits a default of a financial debt, the adjudicating authority has merely to see the records of the information utility or other evidence produced by the financial creditor to satisfy itself that a default has occurred. It is of no matter that the debt is disputed so long as the debt is "due" i.e. payable unless interdicted by some law or has not yet become due in the sense that it is payable at some future date. **It is only when this is proved to the satisfaction of the adjudicating authority that the adjudicating authority may reject an application and not otherwise.**" (Emphasis Supplied)*

23. Upon perusal of the documents on record and hearing the submissions by the Applicant, this Tribunal is satisfied that a financial debt exceeding the threshold of Rs. One Crore as per Section 4 of IBC, 2016 exist, there has been a default in repayment by the same, the Application is within limitation, Application is complete as all the required documents have been attached along with the Application, all procedural requirements under Section 7 of the IBC, 2016 and Rule 4 of the Adjudicating Authority Rules are satisfied.

24. Further, the Applicant has proposed the name of Mrs. Gomti Ramchandra Choudhary, registration no. **IBBI/IPA-001/IP-P-02625/2022-2023/14275** to be



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appointed as the IRP, attached her consent in Form 2 and from the said Form 2 it is observed that there is no disciplinary proceeding pending against the proposed IRP. Her AFA is extended by IBBI till 31.12.2026.

25. In view of the above, we are of the view that the Application filed by the Applicant herein deserves to be admitted.

26. 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.

27. In view of above, we pass the following order:

ORDER

- i. The Corporate Debtor- **Stuti Comrade Private Limited** [CIN: U74999MH1996PTC100610], is admitted into the Corporate Insolvency Resolution Process under Section 7(5)(a) of the Code.
- ii. As a consequence thereof, moratorium under Section 14 of Insolvency and Bankruptcy Code, 2016 is declared for prohibiting all of the following in terms of Section 14(1) of the Code:
 - 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;



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- 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. The provisions of sub-section (1) shall however, not apply to such transactions, agreements 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 the Corporate Debtor.
- iii. The order of moratorium shall have effect from the date of this order till the completion of the Corporate Insolvency Resolution Process or until this Adjudicating Authority approves the Resolution Plan under sub-section (1) of Section 31 or passes an order for liquidation of Corporate Debtor under Section 33 of the IBC, 2016, as the case may be.
- iv. It is further directed that the supply of essential goods/services to the Corporate Debtor, if continuing, shall not be terminated or suspended or interrupted during the moratorium period as per provisions of sub-sections (2) and (2A) of Section 14 of IBC, 2016.
- v. We hereby appoint **Mrs. Gomti Ramchandra Choudhary**, an Insolvency Professional having (Email: cagomtirchoudhary@gmail.com) registration no. **IBBI/IPA-001/IP-P-02625/2022-2023/14275**, as the Interim Resolution Professional ('IRP') of the Corporate Debtor.



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- vi. The Financial Creditor is directed to pay an advance of **Rs. 3,00,000/-** (Rupees Three Lakhs Only) to the above-named IRP within a period of 7 days from the date of this order **to meet the cost of CIRP** arising out of issuing public notice and inviting claims etc. till the CoC decides about her fees/expenses.
- vii. The IRP shall perform all his functions as contemplated, inter-alia, under Sections 17, 18, 20 & 21 of the IBC, 2016. It is further made clear that all personnel connected with the Corporate Debtor, its Promoters or any other person associated with the management of the Corporate Debtor are under legal obligation under section 19 of the IBC, 2016 for extending assistance and co-operation to the IRP. Where any personnel of the Corporate Debtor, its Promoter or any other person required to assist or co-operate with IRP, do not assist or co-operate, the IRP is at liberty to make appropriate application to this Adjudicating Authority with a prayer for passing an appropriate order.
- viii. This Adjudicating Authority directs the IRP to make a public announcement for the initiation of CIRP and call for the submission of claims under Section 15, as required by section 13(1)(b) of the IBC, 2016.
- ix. The IRP is expected to take full charge of the Corporate Debtor's assets, and documents without any delay whatsoever.
- x. The IRP or the RP, as the case may be, shall submit to this Adjudicating Authority monthly reports with regard to the progress of the CIRP in respect of the Corporate Debtor.
- xi. The IRP shall be under duty to protect and preserve the value of the property of the Corporate Debtor and manage the operations of the Corporate Debtor as



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- a going concern, to the extent possible, as a part of obligation imposed by Section 20 of the IBC, 2016.
- xii. The IRP is directed to issue notice of admission upon all the statutory authorities of the Corporate Debtor without fail.
- xiii. The Registry is directed to communicate a copy of this order to the Financial Creditor, Corporate Debtor and to the IRP and the concerned Registrar of Companies, after completion of necessary formalities on the same day and upload the same on the website immediately after the pronouncement of the order. The Registrar of Companies shall update its website by updating the Master Data of the Corporate Debtor in MCA portal specifically mentioning regarding admission of this Application and shall forward the compliance report to the Registrar, NCLT.
- xiv. The commencement of the Corporate Insolvency Resolution Process shall be effective from the date of this order.
- xv. **Accordingly, CP (IB)/464(MB)2025 stands admitted.** A certified copy of this order may be issued, if applied for, upon compliance with all requisite formalities.

**Sd/-
SAMEER KAKAR
MEMBER (TECHNICAL)**

**Sd/-
NILESH SHARMA
MEMBER (JUDICIAL)**

//C. Sarkar-LRA //