



to initiate Corporate Insolvency Resolution Process against **M/s Mohid Shoes Private Limited** (hereinafter referred to as '*Corporate Debtor*').

2. Part-I of the Petition sets out of the details of the Operational Creditor.

It is averred that the M/s Ahuja International is engaged in the business of supply leather, which is represented by Smt. Lalita Ahuja with its office situated at 160/2, Mauza Magtai, Bodla-Bichpuri Road Agra, Uttar Pradesh – 283 105.

3. Part-II of the Petition sets out the details of the Corporate Debtor,

M/s Mohid Shoes Private Limited, with Identification No. U19201TN2006PTC059796, incorporated on 11.05.2006, with an Nominal Share Capital of Rs. 4,50,00,00,000/- and the Paid-up Share Capital of Rs. 1,14,50,000/- having its registered office at the 18, Sami Street Periamet, Chennai, Tamil Nadu – 600 003.

4. In Part-III of the Petition the Operational Creditor has not proposed any Insolvency Professional to act as a Resolution Professional and therefore, prayed the Tribunal to make a reference to the board for appointment of Interim Resolution professional.

5. Part-IV of the Petition states that the total outstanding Debt is Rs. 7,53,62,481.40/- (Rupees Seven Crore Fifty Three Lakhs Sixty Three Thousand Four Hundred and Eight One and Forty Paise Only), out of which Rs. 5,73,96,597.40/- (Rupees Five Crores Seventy Three Lakhs Ninety Six

Thousand Five Hundred and Ninety Seven and Forty Paise Only) payable for materials supplied and Rs. 1,79.65,884/- (Rupees One Crore Seventy Nine Lakhs Sixty Five Thousand Eight Hundred and Eighty Four Only) is payable towards the interest. It is stated that the Date of Default is 29.11.2022.

6. Part-V of the Petition describes the Particulars of the Operational Debt, documents, records and evidence of the default as below:

- A copy of the invoices which are pending, due and payable, marked as Annexure No. 1.
- A copy of a tabular chart showing date of default and amount of interest thereon (calculated till 14-12-2024), marked as Annexure No. 2.
- A copy of the Ledger Account of M/s. Mohib Shoes Pvt Ltd. as maintained by Ahuja International, showing outstanding principal amount of 5,73,96,597.40, marked as Annexure No. 3.
- A copy of the Demand notice sent to the Corporate Debtor and its proof of service, marked as Annexure No. 5
- PAN of Operational Creditor, marked as Annexure No.6
- Aadhar of Operational Creditor, marked as Annexure No.7
- GST Certificate of Operational Creditor, marked as Annexure No. 8
- GST Certificate of Corporate Debtor, marked as Annexure No.9

7. **OPERATIONAL CREDITORS SUBMISSIONS:**

7.1 It is submitted that the total outstanding Debt is Rs. 7,53,62,481.40/- (Rupees Seven Crore Fifty Three Lakhs Sixty Three Thousand Four Hundred and Eight One and Forty Paise Only), out of which Rs. 5,73,96,597.40/- (Rupees Five Crores Seventy Three Lakhs Ninety Six Thousand Five

Hundred and Ninety Seven and Forty Paise Only) payable for materials supplied and Rs. 1,79.65,884/- (Rupees One Crore Seventy Nine Lakhs Sixty Five Thousand Eight Hundred and Eighty Four Only) is payable towards the interest at the rate of 18% p.a. as on 14.12.2024. It is stated that the Date of Default is 29.11.2022.

7.2 It is submitted that the Operational Creditor supplied leather to the Corporate Debtor during the period from 01.08.2022 to 20.11.2023, against which various invoices were raised. The Corporate Debtor, however, failed to make payment in respect of certain invoices, thereby committing default.

It is submitted that despite repeated demands and continuous assurances given by the Corporate Debtor to clear the outstanding dues, the payments remained unpaid.

7.3 It is further submitted that the earliest unpaid invoice is dated 29.10.2022, which stipulated that payment was to be made within 30 days from the date of the invoice, failing which interest at the rate of 18% per annum would be charged.

7.4 It is submitted that the Operational Creditor issued a Demand Notice dated 14.12.2024 under Section 8 of the Insolvency and Bankruptcy Code, 2016. Despite due service of the said notice, the Corporate Debtor neither replied to the same nor raised any pre-existing dispute within the requisite period.

7.5 It is further submitted that the Corporate Debtor accepted all consignments supplied by the Operational Creditor and made part payments from time to time while continuing business transactions, which establishes the acknowledgment and admission of the operational debt and the subsisting liability.

8. The Respondent was set ex parte vide Order Dated 22.08.2025.

#### **FINDINGS OF THE TRIBUNAL**

9. We have heard the learned Counsels for both the parties and perused the documents on record.

10. As per the provision mentioned in Article 137 of Limitation Act, the limitation for recovery of debts is only three years from when the right to apply accrues. In the present case, the date of default herein is 29.11.2022. This petition has been filed on 28.04.2025. Hence, it can be seen that the said petition is filed within the period of three years from the date of default, which is well within the limitation period.

11. We have observed that as per the petition, the debt amount is Rs. 7,53,62,481.40/- (Rupees Seven Crore Fifty Three Lakhs Sixty Three Thousand Four Hundred and Eight One and Forty Paise Only) which is more than the threshold limit of Rs. 1 Crore.

12. We find that despite several opportunities granted by this Adjudicating Authority to the CD to file its reply and argue its case on merits, it chose not to avail of the opportunities. In view of that the above, the CD was set ex-parte by this Bench on 22.08.2025. Considering all the above the above, we find that the matter is fit for admission under section 9(5)(i) of the IBC.

13. In the present case, there is no document showing that the Respondent at any time disputed the debt or its liability to pay the debt.

14. It has been held in the case of Mobilox Innovations Pvt. Ltd. v/s. Kirusa Software Pvt. Ltd., reported in MANU/SC/1196/2017 that if there is a debt and default, and there is no pre-existing dispute the petition filed under Section 9 of IBC has to be admitted. The relevant para of the Judgment is extracted here below;

*Para 25 - Therefore, the adjudicating authority, when examining an application Under Section 9 of the Act will have to determine:*

*(i) Whether there is an "operational debt" as defined exceeding Rs. 1 lakh? (See Section 4 of the Act)*

*(ii) Whether the documentary evidence furnished with the application shows that the aforesaid debt is due and payable and has not yet been paid? And*

*(iii) Whether there is existence of a dispute between the parties or the record of the pendency of a suit or arbitration proceeding filed before the receipt of the demand notice of the unpaid operational debt in relation to such dispute?*

*If any one of the aforesaid conditions is lacking, the application would have to be rejected.*

*Para 40 –*

*..... the adjudicating authority is to see at this stage is whether there is a plausible contention which requires further investigation and that the "dispute" is not a patently feeble legal argument or an assertion of fact unsupported by evidence. It is important to separate the grain from the chaff and to reject a spurious defence which is mere bluster. However, in doing so, the Court does not need to be satisfied that the defence is likely to succeed. The Court does not at this stage examine the merits of the dispute except to the extent indicated above. So long as a dispute truly exists in fact and is not spurious, hypothetical or illusory, the adjudicating authority has to reject the application.*

15. Taking into consideration the facts and circumstances of the case, as well as the position of Law, we are of the view that the petition filed by the Operational Creditor, is to be **Admitted** under Section 9(5) of the IBC, 2016.

16. In the present case, the operational creditor has not proposed any IRP name and hence this Tribunal appoints **Mr. Nagalingam Muthiah** having Reg No: **IBBI/IPA-001/IP-P00774/2017-2018/11347**, (Email: *mnaga2050@gmail.com*) whose AFA is valid till **31-12-2026** as the "Interim Resolution Professional" (IRP) in respect of the Corporate Debtor. The IRP appointed shall take in this regard such other and further steps as are required under the Code, more specifically in terms of Section 15, 17, 18 of the Code and file the report within 20 days before this Bench. The powers of the Board of Directors of the Corporate Debtor shall stand superseded as a consequence of the initiation of

the CIRP in relation to the Corporate Debtor in terms of the provisions of IBC, 2016.

17. As a consequence of the Petition being admitted in terms of Section 9 (5) of the Code, the moratorium as envisaged under the provisions of Section 14 shall apply in relation to the Corporate Debtor as under:

*“(1) Subject to provisions of subsections (2) and (3) on the insolvency commencement date the Adjudicating Authority shall by order declare prohibiting all of the following namely:*

- a. The institution of suits or continuation of pending suits or proceedings against the respondent including execution of any judgment, decree or order in any court of law, tribunal, arbitration panel or other authority;*
- b. Transferring, encumbering, alienating or disposing of by the respondent any of its assets or any legal right or beneficial interest therein;*
- c. Any action to foreclose, recover or enforce any security interest created by the respondent in respect of its property including any action under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002;*
- d. The recovery of any property by an owner or lessor where such property is occupied by or in the possession of the respondent.*

*Explanation.-For the purposes of this sub-section, it is hereby clarified that notwithstanding anything contained in any other law for the time being in force, a licence, permit, registration, quota, concession, clearance or a similar grant or right given by the Central Government, State Government, local authority, sectoral regulator or any other authority constituted under any other law for the time being in force, shall not be suspended or terminated on the grounds of insolvency, subject to the condition that there is no default in payment of current dues arising for the use or continuation of the license or a similar grant or right during moratorium period;*

*(2) The supply of essential goods or services to the Corporate Debtor as may be specified shall not be terminated or suspended or interrupted during moratorium period.*

(2A) Where the interim resolution professional or resolution professional, as the case may be, considers the supply of goods or services critical to protect and preserve the value of the Corporate Debtor and manage the operations of such Corporate Debtor as a going concern, then the supply of such goods or services shall not be terminated, suspended or interrupted during the period of moratorium, except where such Corporate Debtor has not paid dues arising from such supply during the moratorium period or in such circumstances as may be specified.

(3) The provisions of sub-section (1) shall not apply to

(a) such transactions, agreements or other arrangement as may be notified by the Central Government in consultation with any financial sector regulator or any other authority;

(b) a surety in a contract of guarantee to a corporate debtor.

(4) The order of moratorium shall have effect from the date of such order till the completion of the Corporate Insolvency Resolution Process:

Provided that where at any time during the Corporate Insolvency Resolution Process period, if the 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, the moratorium shall cease to have effect from the date of such approval or Liquidation Order, as the case may be."

18. However, during the pendency of the moratorium period in terms of Section 14(2) (2A) and 14(3) as extracted hereunder:

"(2) The supply of essential goods or services to the Corporate Debtor as may be specified shall not be terminated or suspended or interrupted during moratorium period.

(2A) Where the interim resolution professional or resolution professional, as the case may be, considers the supply of goods or services critical to protect and preserve the value of the Corporate Debtor and manage the operations of such Corporate Debtor as a going concern, then the supply of such goods or services shall not be terminated, suspended or interrupted during the period of moratorium, except where such Corporate Debtor has not paid dues arising from such supply during the moratorium period or in such circumstances as may be specified.

(3) The provisions of sub-section (1) shall not apply to

*(a) such transactions, agreements or other arrangement as may be notified by the Central Government in consultation with any financial sector regulator or any other authority;*

*(b) a surety in a contract of guarantee to a corporate debtor.”*

19. The duration of the period of moratorium shall be as provided in

Section 14(4) of the Code and for ready reference reproduced as follows:

*“(4) The order of moratorium shall have effect from the date of such order till the completion of the Corporate Insolvency Resolution Process:*

*Provided that where at any time during the Corporate Insolvency Resolution Process period, if the 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, the moratorium shall cease to have effect from the date of such approval or Liquidation Order, as the case may be.”*

20. The Operational Creditor is directed to pay a sum of **Rs.2,00,000/- (Rupees Two Lakhs only)** to the Interim Resolution Professional to meet out the expenses to perform the functions assigned to him in accordance to Regulation 6 of Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016.

21. Based on the above terms, the Petition stands **admitted** in terms of Section 9(5) of IBC, 2016 and the moratorium shall come in to effect as of this date. A copy of the Order shall be communicated to the Operational Creditor as well as to the Corporate Debtor above named by the Registry. In addition, a copy of the Order shall also be forwarded to IBBI for its records. Further, the Interim Resolution Professional above named be also furnished with copy of this Order forthwith by the Registry, who will also communicate the initiation

of the CIRP in relation to the Corporate Debtor to the Registrar of Companies concerned.

22. Accordingly, Company Petition CP (IBC) / 93 (CHE) / 2025 is **allowed** and disposed of.

-Sd-

**RAVICHANDRAN RAMASAMY**  
MEMBER (TECHNICAL)

-Sd-

**JYOTI KUMAR TRIPATHI**  
MEMBER (JUDICIAL)



Nagalingam Muthiah <mnaga2050@gmail.com>

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## CP IB 93 2025

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**R Jegan** <registrar-chn@nclt.gov.in>

29 January 2026 at 11:37


To: mnaga2050 <mnaga2050@gmail.com>, Anshul Agrawal <legal-affairs@ibbi.gov.in>, gomathylawyer <gomathylawyer@gmail.com>, admin <admin@mohibgroup.com>

Sir/Madam,

A copy of the Final order is attached for your reference.

Regards  
NCLT  
Chennai-Bench

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 **CP IB 93 2025.pdf**  
580K



# National Company Law Tribunal



Your Payment has been Successful

**Case Title :** Nagalingam Muthiah  
**Payee Name :** Nagalingam Muthiah  
**Case Type :** Interlocutory Application(IBC)  
**NCLT Transaction Id :** 3300550078162026  
**Bank Transaction Id :** 0302260032452  
**Transaction Date and Time :** 03-02-2026 14:23:48  
**Filing Number :** 3305118/ 00451/ 2026  
**Amount :** 1000 Rs. Only

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL – II, CHENNAI

I.A. No. of 2026  
in  
CP (IBC) / 93 (CHE) / 2025

In the matter of:

In the Matter of Resolution  
Professional Mr. Nagalingam  
Muthiah (RP of M/s. M/s Mohib Shoes  
Private Limited.

**M/s Ahuja International,**  
Represented by Smt. Lalita Ahuja  
160/2, Mauza Magtai,  
Bodla-Bichpuri Road Agra,  
Uttar Pradesh – 283 105.

... Operational Creditor

Vs.

**M/s Mohid Shoes Private Limited,**  
18, Sami Street, Periamet,  
Chennai – 600 003.

... Corporate Debtor

**Nagalingam Muthiah**  
**Resolution Professional of M/s Mohib Shoes Private Limited**  
**B-8, Gems Court, 25/14,**  
**Khader Nawaz Khan Road,**  
**Nungambakkam, Chennai – 600006.**  
IBBI Reg. No.: IBBI/IPA-001/IP-P00774/2017-2018/11347

...Applicant/ IRP of M/s Mohib Shoes  
Private Limited

**APPLICATION FILED UNDER SECTION 60(5) OF THE INSOLVENCY AND  
BANKRUPTCY CODE, 2016 READ WITH RULE 11 OF THE NCLT RULES, 2016  
SEEKING CORRECTION OF TYPOGRAPHICAL ERROR IN THE NAME OF  
THE CORPORATE DEBTOR IN THE ORDER DATED 13-01-2026**

**I. DETAILS OF ORIGINAL APPLICATION**

**A. Particulars of the Applicant:**

The Applicant, Mr. Nagalingam Muthiah, is the Interim Resolution Professional of M/s Mohib Shoes Private Limited, having his office at: B-8, Gems Court, 25/14, Khader Nawaz Khan Road, Nungambakkam, Chennai - 600 006.

Address for service of all notices and processes:

Through Counsels A. ABDUL RAHMAN & R. RAMKUMAR Office of MARKS & ATTORNEY (Advocates), having office at Door. No. 82, Third Floor, Hardevi Chambers, Pantheon Road, Egmore, Chennai - 600 008. (Near Connemara Library)

**Particulars of the Respondent:**

-NIL-

**II. JURISDICTION OF THE BENCH**

The Applicant submits that this Hon'ble Tribunal has jurisdiction to entertain and adjudicate the present Application in view of the fact that the Corporate Insolvency Resolution Process (CIRP) of M/s Mohib Shoes Private Limited was initiated by this Hon'ble Bench vide order dated 13.01.2026 in CP(IB)/93(CHE)/2025.

**III. LIMITATION:**

The Application is filed within the prescribed period of limitation.

**IV. BRIEF FACTS**

1. That this Hon'ble Tribunal, by its order dated 13.01.2026, was pleased to admit CP (IBC) / 93 (CHE) / 2025 filed under Section 9 of the Insolvency and Bankruptcy Code, 2016, initiating Corporate Insolvency Resolution Process (CIRP) against the Corporate Debtor and appointing the Applicant herein as the Interim Resolution Professional.
2. That the Applicant respectfully submits that the certified copy of the said order was received on 29.01.2026.
3. That it has been noticed that in the said order, at certain places, the name of the Corporate Debtor has been inadvertently and erroneously mentioned as "Mohid Shoes Private Limited", instead of its correct and legal name "**Mohib Shoes Private Limited**".



4. That the correct name of the Corporate Debtor, as per:

- MCA Master Data
- CIN records
- The Company Petition
- All annexures and pleadings

is “**Mohib Shoes Private Limited**” (CIN: U19201TN2006PTC059796).

5. That the said error is purely typographical / clerical in nature, unintentional, and has crept into the order inadvertently, without affecting the merits of the case or the findings of this Hon’ble Tribunal.

6. That unless the said typographical error is corrected, the Applicant will face serious procedural and practical difficulties in:

- Issuance of statutory communications
- Filing of Form A, CIRP compliances
- Correspondence with ROC, IBBI, banks, statutory authorities
- Uploading and reporting on IBBI and MCA portals.

7. That this Hon’ble Tribunal is empowered under Rule 11 of the NCLT Rules, 2016, to invoke its inherent powers to correct clerical or typographical mistakes in its orders to secure the ends of justice.

8. That this Application is bona fide, filed promptly, and in the interest of justice.

## V. RELIEF SOUGHT

In view of the facts and circumstances stated above, it is most respectfully prayed that this Hon’ble Tribunal may be pleased to:

1. Direct correction of the typographical error in the order dated 13.01.2026 passed in CP (IBC) / 93 (CHE) / 2025, by substituting the incorrect name “**Mohid Shoes Private Limited**” with the correct name “**Mohib Shoes Private Limited**”, wherever it appears in the said order;



2. Direct the Registry to issue a corrected order / corrigendum accordingly;  
And
3. Pass such other or further orders as this Hon'ble Tribunal may deem fit and proper in the facts and circumstances of the case.

**PARTICULARS OF TRANSACTION EVIDENCING PAYMENT OF FEE FOR  
THE APPLICATION MADE**

Transaction Ref No:

Challan No:

Date : 3.02.2026

Amount : 1000/-

Dated at Chennai on this the 3<sup>rd</sup> day of February 2026

**APPLICANT**

**COUNSEL FOR THE APPLICANT**

**VERIFICATION**

I, **NAGALINGAM MUTHIAH**, Interim Resolution Professional of M/s. Mohib Shoes Private Limited, **IBBI/IPA-001/IP-P00774/2017-2018/11347** having its registered office at B – 8, Gems Court, 25/14, Kadhar Nawaz Khan Road, Nungambakkam, Chennai – 600 006, do hereby verify the contents of the Paragraph Nos. PART -1 to PART VI are true to my personal knowledge and believed to be true on the basis of legal advice and that I have not suppressed any material facts.

**APPLICANT**

**COUNSEL FOR THE APPLICANT**