

IN THE NATIONAL COMPANY LAW TRIBUNAL
DIVISION BENCH, COURT – 1, AHMEDABAD

ITEM No.301
C.P.(IB)/461(AHM)2025

Proceeding Section 9 IBC

IN THE MATTER OF:

Resipol Adhesives Pvt. Ltd
V/s
Status Seramik India Pvt. Ltd

.....Applicant

.....Respondent

Order delivered on: 25/02/2026

C O R A M:

MR. SHAMMI KHAN, HON'BLE MEMBER (J)
MR. SANJEEV SHARMA, HON'BLE MEMBER (T)

ORDER
(Hybrid Mode)

The case is fixed for pronouncement of order. The order is pronounced in the open court, vide separate sheet.

-sd-

SANJEEV SHARMA
MEMBER (TECHNICAL)

-sd-

SHAMMI KHAN
MEMBER (JUDICIAL)

**BEFORE THE ADJUDICATING AUTHORITY
NATIONAL COMPANY LAW TRIBUNAL,
DIVISION BENCH, COURT-I, AHMEDABAD**

CP (IB) No.461/9/AHM/2025

(Petition under Section 9 of the Insolvency and Bankruptcy Code, 2016 read with Rule 6 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016)

In the Matter of:

Resipol Adhesives Private Limited

Having address:

Survey No.1298, Village Rajpur,
Kalol-Mehsana Highway,
Opp. Kalapi Hotel,
Rajpur, Ta. Kadi, Dist. Mehsana.

..... Applicant/Operational Creditor

VERSUS

Status Seramik India Private Limited

Having address:

Block No.71, Salal Road,
At & Po. Sonasan,
Prantij, Gujarat, India – 383120.

..... Respondent/Corporate Debtor

Order Pronounced On: 25.02.2026

C O R A M:

SH. SHAMMI KHAN, HON'BLE MEMBER (JUDICIAL)

SH. SANJEEV SHARMA, HON'BLE MEMBER (TECHNICAL)

A P P E A R A N C E:

For the Applicant/OC : Mr. Deven Parikh, Sr. Advocate a.w.

Mr. Raju Kothari, Advocate
For the Respondent/CD : Mr. Nipun Singhvi, Advocate a.w.
Ms. Pragati Tiwari, Advocate

ORDER
Per Bench

1. This Company Petition has been filed on 03.12.2025 vide inward no. E-3108 by the Applicant **Resipol Adhesives Private Limited** (“Operational Creditor”) against the Respondent Status **Seramik India Private Limited** (hereinafter referred to as ‘**Corporate Debtor**’) under Section 9 of the IBC, 2016 read with Rule 6 of the IB (AAA) Rules, 2016 for initiation of CIRP, appointment of IRP and declaration of moratorium for default in payment of operational debt of **Rs.1,42,15,888/-** including interest arising from supply of goods/services.

2. On perusal of Part-I of Form-5, it is evident that the Operational Creditor is a company incorporated on 19.12.2013 under the Companies Act, 2013, with CIN - U24295GJ2013PTC077980, registered office at Survey No. 1298, Village Rajpur, Kalol- Mehsana Highway, Opp. Kalapi Hotel, Rajpur, Ta: Kadi, District Mehsana, Gujarat. This Petition is filed through its Director/Authorized

Representative Mr. Amishbhai Dineshbhai Mehta, authorised by Board Resolution dated 12.06.2025 which is annexed with the Petition as **Annexure-B**.

3. On perusal of Part-II of Form-5, it is further evident that the Corporate Debtor is a company constituted on 10.01.2011 under the provisions of the Companies Act, 1956 bearing CIN: U26933GJ2011PTC063565. The registered address of the Corporate Debtor is at: Block No. 71, Salal Road, At & Po. Sonasan, TA. Prantij, Prantij, Gujarat, India – 383120 with an authorized share capital Rs.1,50,00,000/- and paid-up share capital Rs.1,06,25,000/-, as per Master Data from Ministry of Corporate Affairs website which is annexed with the Petition as **Annexure-A**.

4. On Perusal of Part-III of Form-5, shows that the Operational Creditor has not proposed any name for the appointment of IRP and sought the appointment of IRP by this Tribunal as per the empanelment list of IBBI made available at the time of the admission of this Petition.

5. The Operational Creditor has placed the facts through Part-IV & Part-V of Form-5 of the Company Petition in the following manner: -

5.1 The Applicant Part-IV of the Form-5 has claimed an operational debt of Rs. 1,42,15,888/- comprising principal sum of Rs. 1,13,58,665/- and interest of Rs. 28,57,223/- calculated up to 17.05.2025. The date of default is stated to be as 20.04.2025.

5.2 It is submitted that the Applicant and the Corporate Debtor both were maintaining open and mutual accounts. The Corporate Debtor had placed orders for resin clear since October 2023 and made payments regularly until invoice number RAPL/1568/23-24 dated 29.02.2024, which was last paid on 27.03.2025 for Rs. 1,18,724/-.

5.3 As stated, the Applicant issued invoice number RAPL/1669/23-24 dated 21.03.2024 for Rs.12,92,897/-. As against this invoice, part payments of Rs. 3,81,276/- on 27.03.2025 and Rs. 3,50,000/- on 02.04.2025 were made, leaving an outstanding balance. Thereafter, the Corporate Debtor placed ten (1) another purchase orders for the material - 'Resin-Clear' in between 01.04.2024 and 15.02.2025 (Annexed as Annexure-F), resulting in 11 unpaid invoices between 21.03.2024 and 18.02.2025.

5.4 It is stated that the Applicant supplied the materials and raised invoices from time to time. As per the terms of the

invoices, the credit period was 60 days and interest on delayed payment was chargeable at 24% per annum. The last invoice was raised on 18.02.2025, with a due date of 19.04.2025.

5.5 It is submitted that despite repeated requests and contact with Shri Manan Patel, Director of the Corporate Debtor, it failed to honour payments. However, as stated, up to this stage, at nowhere, the Corporate Debtor had disputed any issue of substandard quality.

5.6 The Applicant issued a Legal Demand Notice dated 06.11.2024 (Annexed as Annexure-H) for an outstanding dues of Rs.1,02,01,513/-, which was replied to by the Corporate Debtor on 13.11.2024 (Annexed as Annexure-I) alleging defective quality of material. The Applicant filed a rejoinder dated 06.12.2024 (Annexed as Annexure-J), denying such allegations.

5.7 The Corporate Debtor, subsequently explained its financial difficulties and assured repayment. The Corporate Debtor stated that the reply was given only for legal consequences and he wants to settle the full amount. Hence, a settlement agreement dated 16.12.2024 (Annexed as Annexure-K) was entered into between both the parties, whereby the Corporate Debtor agreed to pay Rs.1,02,01,513/- in five instalments between 20.12.2024 and 20.04.2025. However, the Corporate Debtor defaulted on these instalments. The details of agreed five instalments are as under:

Sr. No.	Date	Amount
1.	20.12.2024	Rs.20,00,000/-
2.	20.01.2025	Rs.20,00,000/-
3.	20.02.2025	Rs.20,00,000/-
4.	20.03.2025	Rs.20,00,000/-
5.	20.04.2025	Rs.20,21,513/-

5.8 As stated, the Corporate Debtor requested the applicant to start the supply of material again with an assurance to honour the payment as per the agreed settlement, the Corporate Debtor continued to place purchase orders and the Applicant supplied materials, but payments were not made. The default thus crystallized on **20.04.2025**, being the due date of the last instalment under the settlement agreement as well as the last invoice dated 18.02.2025 which was raised with a credit period of 60 days. The due date for the said invoice was 20.04.2025.

5.9 The Applicant, has produced ledger accounts and annexures as **Annexure-G** showing that the first default occurred on 21.05.2024 when invoice dated 21.03.2024 was not paid in full, and cumulative defaults continued until 20.04.2025. Similarly, the last bill which was paid in full bearing no. RAPL/1568/23-24 dated 29.02.2024 which related to the Purchase Order ("PO") no. 141/2023-24 dated 26.02.2024. As stated, the amount payable thereunder is Rs.11,36,558/- and the due date is 29.04.2024 which was belatedly cleared vide payments dated 07.02.2025, 03.03.2025 and 27.03.2025.

5.10 Similarly, for the next invoice no. RAPL/1669/23-24 dated 21.03.2024 pertaining to the Purchase Order no.145/2023-24 dated 18.03.2024 for an amount of Rs.12,92,897/- which falls due on 20.05.2024 was partly paid on 27.03.2025 and 02.04.2025 for Rs. 3,81,276/- and Rs.3,50,000/- respectively. Out of which, the payment of Rs.5,51,872 is still pending.

5.11 In the similar averments, the Petitioner has produced a statement - chart of due dates and purchase orders as per following:

P.O. Date	P.O. No.	Invoice Date	Invoice No.	Due Date
06.01.2025	131/ 2024-25	06.01.2025	RAPL/04 20/24- 25	07.03.2025
08.01.2025	138/ 2024-25	16.01.2025	RAPL/04 34/24- 25	17.03.2025
21.01.2025	143/ 2024-25	29.01.2025	RAPL/04 58/24- 25	30.03.2025
27.01.2025	147/ 2024-25	01.02.2025	RAPL/04 70/24- 25	02.04.2025
11.02.2025	153/ 2024-25	14.02.2025	RAPL/04 91/24- 25	15.04.2025
15.02.2025	Telephonic	18.02.2025	RAPL/05 04/24- 25	19.04.2025

5.12 It is further stated that, a police complaint dated 09.05.2025 (Annexed as Annexure-L) was also filed by

the Operational Creditor against the Corporate Debtor and its directors alleging cheating and breach of trust.

5.13 The Applicant thereafter issued a demand notice dated 30.06.2025, which was received by the Respondent on 04.07.2025, and also sent notice via the MCA registered email ID on 01.07.2025 (Annexed as Annexure-I(a)).

5.14 On 12.07.2025, a Police Complaint was also filed by the Corporate Debtor against the Operational Creditor regarding the Settlement Agreement. The Police Complaint is annexed with Company Petition as Annexure-M).

5.15 The Corporate Debtor replied on 22.07.2025 (Annexed as Annexure-I(b)) raising frivolous issues without supporting documents and further filed a police complaint against the Applicant alleging forgery and denying the settlement agreement.

5.16 It is further stated that the applicant in his good faith also filed an application before the Mediation Centre at Kadi to reach some amicable solution without taking any legal action, which was also failed. The Petitioner has annexed total computation of default as **Annexure-C** to the present petition.

5.17 The Operational Creditor has also filed **Form-D** generated from the Information Utility dated 25.08.2025 being record of debt and default issued by National E-Governance Services Limited ("**NeSL**") in which defaulted amount mentioned as Rs.1,42,15,888/- and date of

default is recorded as 20.04.2025 with status “**Deemed to be Authenticated**”. A copy of the same is annexed with the Petition as **Annexure-D**.

5.18 The Operational Creditor has also filed Bank Account Statement of relevant period 01.04.2023 to 17.05.2025 to establish that no payment qua the raised invoices received from the Corporate Debtor. A copy of the same is annexed with the Petition as **Annexure-E**.

5.19 The Operational Creditor has also filed affidavit with the Company Petition in terms of provisions of Section 9(3)(b) and 9(3)(c) of the Code and declared therein that Corporate Debtor was served Demand Notice dated 30.06.2025 which was relied by the Corporate Debtor vide reply dated 22.07.2025 raising a frivolous dispute. However, no notice of dispute was given by the Corporate Debtor relating to a dispute of the unpaid operational creditor which is annexed with the Petition as **Annexure-III**.

6. That on issuance of the notice, the Corporate Debtor appeared through its Counsel. The Corporate Debtor through Manan Hareshbhai Patel, being the director and authorised vide board resolution dated 22.12.2025 filed the reply on 23.01.2026 vide inward diary no. D-644. The contentions of the Corporate Debtor are mentioned hereunder: -

- 6.1 The Respondent contended that the application under Section 9 of the Code is not maintainable as the Operational Creditor has failed to comply with Regulation 2B of the IBBI (CIRP) Regulations, 2016, which mandates furnishing of extracts of Form GSTR-1 and Form GSTR-3B along with the application. The present petition is filed without such compliance and is defective.
- 6.2 The Respondent relies upon the decision of the Hon'ble NCLT, New Delhi Bench in the matter of **Farukhi Glass Industries v. Boutique Spirits Brands Pvt. Ltd. (CP IB 685/ND/2024)**, (Annexed as Annexure R1) wherein the petition was dismissed for non-compliance with Regulation 2B.
- 6.3 On similar footprints, the Respondent in Para-6 of reply, quoted a decision of the NCLT, Ahmedabad Bench in the matter of **Shubham Enterprise v. Active Aluminium Pvt. Ltd. (CP IB 299/AHM/2024)**, (Annexed as Annexure R2) where a defective petition lacking GSTR-1 and GSTR-3B was rejected.
- 6.4 The Respondent further submits that the alleged claim of outstanding operational debt of Rs.1,42,15,888/- is misconceived and denied.
- 6.5 It is stated that the Corporate Debtor is engaged in the business of manufacturing of structural non-refractory ceramic products for which, it procured resin material from the Operational Creditor. It is further stated that the Operational Creditor supplied defective and

substandard resin, which caused rejection of finished products in domestic and international markets, resulting in financial losses of Rs. 3,61,50,914/- and reputational damage.

6.6 It is stated that the Corporate Debtor repeatedly telephonically informed the Operational Creditor of the defective supplies, and the Operational Creditor's representative inspected and acknowledged the damaged condition of goods. Despite this, the Operational Creditor issued demand notice dated 06.11.2024 for Rs.1,02,01,513/-, which the Respondent terms baseless and intimidatory, threatening criminal action under various statutes including Section 70 of the Indian Contract Act, 1872, Bharatiya Nyaya Sanhita, 2023 and other acts as narrated in Para-10 of reply.

6.7 It is submitted that, on receipt of the notice dated 06.11.2024, the Respondent replied on 13.11.2024, categorically refuting the demand and reiterating that the goods supplied were inferior and not in conformity with agreed specifications/standards. The Respondent Mr. Amish Mehta personally visited and sought issuance of credit notes and offered to return defective materials, but the Operational Creditor failed to act.

6.8 It is stated in Para-13 that on 24.04.2025, the Corporate Debtor sent an email to the Operational Creditor stating that CD has repeatedly informed OC through telephonic communications and during personal visit to the OC's

factory for which the OC acknowledged to have supplied by mistake.

6.9 It is submitted that the repeated communications, including emails dated 24.04.2025, 09.05.2025, 10.05.2025, 12.05.2025, 14.05.2025, 15.05.2025, 16.05.2025, 17.05.2025, 21.05.2025, 02.06.2025 and 16.06.2025, (Annexed as Annexure R3) evidence that the Corporate Debtor had duly intimated the Operational Creditor about defective supplies well before issuance of demand notice dated 30.06.2025. It is stated that the multiple email communications further support a clear pre-existing dispute qua the supply of goods itself.

6.10 The Respondent had relied upon the decisions of Hon'ble NCLAT in the matters of

- *Philips India Ltd. v. Goodwill Hospital & Research Centre Ltd. (Company Appeal (AT) (Insolvency) No. 14 & 15 of 2017)* (Annexed as Annexure R4) and
- *Krishna Hi-Tech Infrastructure Pvt. Ltd. v. Bengal Shelter Housing Development Ltd. (Company Appeal (AT) (Insolvency) No. 1375 of 2022)*, (Annexed as Annexure R5)

Wherein, it was contended that genuine disputes raised prior to Section 8 notice preclude admission of a Section 9 petition.

6.11 It is further submitted in Para-18 of the reply that the purported settlement agreement dated 16.12.2024 annexed by the Applicant is forged and fabricated. The Respondent denied execution of any such agreement and

reserves its right to initiate criminal proceedings for forgery and perjury.

6.12 The Respondent has lodged police complaint dated 12.07.2025 (Annexed as Annexure R6) against the Applicant alleging forgery and misrepresentation. Criminal Inquiry No. 42 of 2025 is pending before the Court of the Learned Additional Chief Judicial Magistrate, Prantij, District Sabarkantha, wherein investigation has been directed under the Bharatiya Nyaya Sanhita, 2023. The pendency of such criminal inquiry establishes existence of serious disputes. In support of the contentions, the Respondent has annexed copies of order and Criminal Complaint as Annexure-R6 to the instant application.

6.13 The Respondent submitted that the Applicant itself initiated pre-litigation mediation proceedings (Application No. 30 of 2025 before Taluka Court, Kadi – Mediation Centre) and a Non-Starter Report was issued. This amounts to express acknowledgment of subsisting disputes, yet the Applicant suppressed this fact while filing the present petition. Copy of Non-Starter Report in Pre-litigation Mediation Application is annexed as Annexure-R7.

6.14 The Respondent submits that the Applicant has filed a false affidavit under Section 9(3)(b) of the I.B. Code, averring that no notice of dispute was received. This is demonstrably false, as the Applicant itself annexed

notice dated 22.07.2025 issued by the Respondent raising disputes and claiming compensation of Rs.3,61,50,914/- along with Rs.50,00,000/- for reputational damage. Filing of such false affidavit amounts to abuse of process.

6.15 The Respondent further stated that the Settlement Agreement dated 16.12.2024 annexed at Annexure-K to the present application is disputed and the Ld. Additional Chief Judicial Magistrate, Prantij has already been pleased to direct the conduct investigation into authenticity and validity of the said document. Hence, in the pendency of such investigation the present application filed under Section 9 is not maintainable.

6.16 It has been reiterated by the Respondent that serious and bona fide disputes exist between the parties, which are subject matter of criminal complaints and judicial proceedings. The Applicant's conduct in initiating mediation and suppressing material facts demonstrates misuse of the insolvency framework. Section 9 of the Code cannot be invoked for recovery of disputed debts.

7. The Operational Creditor filed a rejoinder on 06.02.2026 vide inward diary no. D-1115, denying most contentions raised by the Corporate Debtor in its reply. The contents of the Rejoinder are reproduced as follows: -

7.1 The Petitioner has filed a rejoinder affidavit in his capacity of being a Director/Authorised Representative of

the Operational Creditor. It is submitted in response of the Reply-Affidavit filed by the Corporate Debtor on 17.01.2026 by stating it misleading, confusing, and an attempt to misguide the Tribunal. The Corporate Debtor has failed to raise any cogent defence, and the reply contains bare denials which amount to admissions of the transactions. No genuine dispute as envisaged under the Code has been raised.

7.2 It is stated in the rejoinder with reference to paragraphs 3 to 6 of the reply, Regulation 2B of the IBBI (CIRP) Regulations, 2016 has been duly complied with. E-way bills annexed at Annexure-F contain details of SGST and CGST amounts. Further, the Petitioner has prayed to produce GSTR-1 and GSTR-3B returns to avoid controversy, annexed as Annexure P-1. It is further contended that the precedents relied upon by the Corporate Debtor (in the matter of **Farukhi Glass Industries and Shubham Enterprise**) are inapplicable, as in those cases e-way bills were not produced. The present petition is complete and not defective.

7.3 As stated, with reference to paragraphs 7 to 9 of the reply, the Petitioner denies that goods supplied were defective or sub-standard. No evidence has been produced by the Corporate Debtor to substantiate such allegations. Goods were supplied since October 2023, and 11 invoices from 21.03.2024 to 18.02.2025 remain unpaid. At no stage prior to the legal notice dated 06.11.2024 did the Corporate Debtor raise any issue of

quality. It is only in reply dated 13.11.2024 that such allegations were raised for the first time. Thereafter, the Corporate Debtor explained financial difficulties and sought time, leading to a settlement agreement dated 16.12.2024. The Director of the Corporate Debtor admitted before police authorities on 27.07.2025 that payments could not be made due to financial difficulties (Annexure P-2). Communications exchange annexed as Annexure R-3 are subsequent to the legal notice and settlement agreement. The plea of defective material is an afterthought.

7.4 With reference to paragraphs 10 and 11 of the reply, the Petitioner submits that the notice dated 06.11.2024 was validly issued and not baseless or coercive. The Corporate Debtor raised quality issues for the first time in reply dated 13.11.2024, and no prior communication evidences such dispute.

7.5 With reference to paragraph 12 of the reply of the Corporate Debtor, the Petitioner submits that polyester resin is a customised product whose performance depends on factors at the customer's end, such as hardener quality and oven temperature. As per commercial terms, material is to be inspected by the customer's Quality Control ("QC") department before unloading, and if defective, rejected immediately. In the present case, the Corporate Debtor accepted and unloaded the material, and only later sought to return it. Against Supply Invoice No. RAPL/0504/24-25 dated

18.02.2025 for Rs.8,96,328/-, the Corporate Debtor issued Debit Note No. ST/DN/001/25-26 dated 09.04.2025, and the Petitioner issued Credit Note No. 1 dated 09.04.2025. The Petitioner acted in good faith, took back the material, and resold it. After deducting the credit note, the outstanding principal remains Rs. 1,13,58,665/-, as evident from Annexure-C.

7.6 With reference to paragraphs 13 to 15, the Petitioner submits that notice was issued due to non-payment. The Petitioner never acknowledged defective goods. No documents substantiate the Corporate Debtor's claim of damages. The emails relied upon are subsequent to the issuance of notice dated 06.11.2024.

7.7 It is submitted with reference to paragraph 16 that there is no pre-existing dispute. The alleged dispute is an afterthought to avoid payment. The judgments relied upon by the Corporate Debtor are irrelevant. The objections raised are frivolous and cannot defeat the petition.

7.8 With reference to paragraphs 17 to 19, the Petitioner submits that the criminal complaint dated 10.12.2025 was filed after the present petition and after service of advance copy. It is filed to divert the issue and avoid payment. The settlement agreement was duly entered into, and there is no forgery or misrepresentation. Pendency of criminal complaint does not establish bona fide dispute.

- 7.9 With reference to paragraph 21, the Petitioner submits that the application before Mediation Centre at Kadi was filed in good faith, though not legally required, to attempt amicable resolution. It was an extra-legal attempt and does not evidence dispute.
- 7.10 With reference to paragraph 22, the Petitioner submits that affidavit under Section 9(3)(b) is not false or misleading. No suit, arbitration, or litigation was filed by the Corporate Debtor prior to demand notice. Emails produced after 06.11.2024 cannot constitute bona fide dispute. The claim of losses of Rs.3,61,50,914/- along with Rs.50,00,000/- for the reputational damage is raised for the first time and is unsubstantiated.
- 7.11 The Petitioner states with reference to paragraph 23 that criminal proceedings were filed after the petition. The settlement agreement is disputed only to avoid payment. Pendency of criminal complaint cannot defeat the present petition.
- 7.12 With reference to paragraph 24, the Petitioner submits that there is no bona fide dispute. The defence raised is moonshine and afterthought. Hence, the Petitioner claims that the petition deserves to be admitted.
8. The Corporate Debtor filed List of Dates and Events on 20.02.2026 vide inward diary no. D-1640, the submissions and judgment relied on by the Corporate Debtor are as follows: -

- 8.1 On 18.03.2024 to 26.09.2024, the Operational Creditor issued 11 Purchase Orders to the Corporate Debtor.
- 8.2 Between 21.03.2024 to 30.09.2024, 11 Invoices were issued amounting to Rs. 1,13,58,665/-.
- 8.3 On 04.10.2024, the Corporate Debtor made payment of Rs. 3,26,493/-.
- 8.4 On 06.11.2024, a legal notice was issued by the Operational Creditor demanding Rs. 1,02,01,513/-.
- 8.5 On 13.11.2024, the Corporate Debtor replied to the legal notice and raised dispute regarding quality of goods supplied.
- 8.6 On 06.12.2024, a rejoinder was issued by the Operational Creditor refuting the baseless allegation in para 5 of its reply.
- 8.7 On 16.12.2024, a Settlement Agreement was referred to, which has been disputed by the Corporate Debtor being forged settlement agreement first time annexed in demand notice date 30.06.2025 sent to Respondent through mail on 01.07.2025.
- 8.8 Between 04.01.2025 and 15.02.2025, further Purchase Orders were issued by the Operational Creditor and part payments were made by the Corporate Debtor.
- 8.9 Between 06.01.2025 and 18.02.2025, Operational Creditor issued 6 Invoices out of total 11 Invoices.
- 8.10 On 02.04.2025, the Corporate Debtor made payment of Rs. 3,50,000/-.
- 8.11 On 09.04.2025, Operational Creditor took back material and issued credit note amounting to Rs. 9,53,676/-.
- 8.12 On 20.04.2025, the date of default was stated in the Section 9 Petition.
- 8.13 On 24.04.2025 and 09.05.2025, emails were sent by the Corporate Debtor to Operational Creditor raising dispute

regarding quality of goods. Such mails never denied by OC.

- 8.14 On 09.05.2025, a Police Complaint was filed by the Operational Creditor against Corporate Debtor.
- 8.15 Between 10.05.2025 and 16.06.2025, emails were sent by the Corporate Debtor regarding defective supply. Such mails never replied/ denied by OC.
- 8.16 On 01.07.2025, Demand Notice dated 30.06.2025 under Section 8 of the Code was sent by the Operational Creditor.
- 8.17 On 02.07.2025, the Corporate Debtor denied the Settlement Agreement and raised issue regarding Credit Note.
- 8.18 On 12.07.2025, a Police Complaint was filed by the Corporate Debtor regarding the Settlement Agreement.
- 8.19 On 14.07.2025, Pre-Institution Mediation was initiated by the Operational Creditor.
- 8.20 On 22.07.2025, reply to Demand Notice was sent by the Corporate Debtor raising pre-existing dispute.
- 8.21 On 02.12.2025, the present Company Petition was filed.
- 8.22 On 30.12.2025, order was passed by the Court of CJM, Prantij directing investigation in the criminal complaint filed by the Corporate Debtor.
- 8.23 The Corporate Debtor relies upon the judgment in ***Philips India Limited v. Goodwill Hospital & Research Centre Ltd., Company Appeal (AT) (Insolvency) No. 14 & 15 of 2017.***
- 8.24 The Corporate Debtor also relies upon the judgment in ***Krishna Hi-Tech Infrastructure Pvt. Ltd. v. Bengal Shelter Housing Development Ltd., Co. App. (AT) (Insolvency) No. 1375 of 2022***

9. This Adjudicating Authority has heard the arguments of Ld. Counsel for the Applicant/Operational Creditor as well as Ld. Counsel for the Respondent/Corporate Debtor and perused the material available on record, considered the submissions of both the parties and perused the material available on record. The following issues arise for determination: -

- (i) Whether operational debt within Section 5(21) is established;
- (ii) Whether default within Section 3(12) occurred;
- (iii) Whether a pre-existing dispute within Section 8(2) existed prior to Demand Notice dated 30.06.2025; and
- (iv) Whether the Petition satisfies requirements of Section 9(5).

10. **Findings on Issue No.(i):** Whether operational debt within Section 5(21) is established?

10.1 The Operational Creditor has produced Purchase Orders annexed as Annexure-F, invoices dated between 21.03.2024 and 18.02.2025, Ledger Statements as Annexure-G and Bank Statements as Annexure-E reflecting supply of goods and part payments. Receipt of goods is not denied by the Corporate Debtor.

10.2 After adjustment of Credit Note dated 09.04.2025 for Rs. 9,53,676/-, the principal outstanding of Rs.

1,13,58,665/- remains unpaid (Annecrue-G). Issuance of credit note demonstrates reconciliation of accounts. The remaining balance therefore constitutes unpaid operational debt.

10.3 The Corporate Debtor has not produced any rejection memo, inspection report, or contemporaneous debit note prior to 06.11.2024. Acceptance and unloading of goods is admitted in pleadings. No material is placed to show refusal at the time of delivery. Commercial acceptance supports existence of debt.

10.4 In ***Mobilox Innovations Pvt. Ltd. v. Kirusa Software Pvt. Ltd., (2018) 1 SCC 353***, the Supreme Court held that existence of operational debt must be seen from documentary record and not from unsubstantiated defence. The Applicant has produced invoices and ledger entries. The Corporate Debtor has not disproved supply. The test laid down in **Mobilox** stands satisfied.

10.5 In ***Saraswati Wire and Cable Industries v. Mohammad Moinuddin Khan, (2025) ibclaw.in 535 SC***, it was held that tribunals must reject spurious, illusory, or "moonshine" defences raised by the corporate debtor to delay or defeat insolvency proceedings. Insolvency cannot be used as a bargaining tactic or stalled by unsubstantiated claims. In the present case, further purchase orders were placed after 13.11.2024. Continued commercial dealings indicate acknowledgment of supply.

10.6 On evaluation of annexures and pleadings, the Applicant has established existence of operational debt under Section 5(21). The debt arises from commercial supply of goods and squarely falls within the ambit of Section 5(21) of the Code. The Corporate Debtor has not established extinguishment of liability. Thus, **Issue No.(i)** is answered in favour of the Applicant.

11. **Findings on Issue No.(ii):** Whether default within Section 3(12) occurred?

11.1 The last invoice dated 18.02.2025 carried credit period of sixty days. The due date therefore fell on 19.04.2025. Payment was not made by the Corporate Debtor on or before the due date. Non-payment after due date constitutes default under Section 3(12).

11.2 **Form-D** dated 25.08.2025 annexed as Annexure-D records default amount Rs. 1,42,15,888/- with status "**Deemed to be Authenticated**". Under Section 9(3)(c), record from Information Utility supports existence of default. No contrary authentication is produced. Statutory condition is satisfied.

11.3 Demand Notice dated 30.06.2025 was served on 01.07.2025. No payment was made within ten days as required under Section 8(2). The reply dated 22.07.2025 neither enclosed proof of payment nor discharged the liability. Therefore, default remained unpaid.

11.4 This Adjudicating Authority is satisfied that Demand Notice under Section 8(1) was duly delivered and that the Corporate Debtor failed to either pay the unpaid operational debt or bring to the notice of the Operational Creditor the existence of a pre-existing dispute within the meaning of Section 8(2)(a) of the Code.

11.5 In ***Innoventive Industries Ltd. v. ICICI Bank, (2018) 1 SCC 407***, it was held that once default is established and application is complete, admission must follow. The Applicant has demonstrated non-payment from record. The Corporate Debtor has not shown full payment.

11.6 The material on record establishes default exceeding threshold under Section 4. The amount of default being Rs. 1,42,15,888/- is above the minimum threshold of Rs. 1,00,00,000/- prescribed under Section 4 of the Insolvency and Bankruptcy Code, 2016 as amended vide Notification dated 24.03.2020. Accordingly, the pecuniary requirement under Section 4 stands satisfied.

11.7 The date of default being 20.04.2025 and the petition having been filed on 03.12.2025, the application is within three years as prescribed under Article 137 of the Limitation Act, 1963 as applicable through Section 238A of the Code. Hence, the petition is within limitation.

11.8 Hence, **Issue No.(ii)** is answered in favour of the Applicant.

12. **Findings on Issue No.(iii):** Whether a pre-existing dispute within Section 8(2) existed prior to Demand Notice dated 30.06.2025?

12.1 The Corporate Debtor relies on legal notice dated 06.11.2024 and reply dated 13.11.2024 alleging quality issues annexed as Annexure-I. However, no inspection report or laboratory test is annexed or contemporaneous rejection document prior to 30.06.2025 is produced. Allegation is general and unsupported. A bald assertion, unsupported by contemporaneous documentary evidence, cannot be construed as a 'plausible contention requiring investigation' within the meaning of ***Mobilox***.

12.2 The reply dated 13.11.2024 merely contains bald allegations without any contemporaneous documentary evidence, rejection memo, debit note or technical report. The test is not whether the defence is likely to succeed, but whether it is a plausible contention requiring further investigation and not a patently feeble legal argument or an assertion unsupported by evidence. In absence of material substantiation, such assertion does not qualify as a 'plausible contention requiring investigation' within the meaning of ***Mobilox Innovations Pvt. Ltd. v. Kirusa Software Pvt. Ltd.***

12.3 Further, subsequent transactions including further, subsequent purchase orders between 04.01.2025 and 15.02.2025 and part payments on 27.03.2025 and

02.04.2025 are admitted. Continued transactions indicate that supply was accepted. Conduct of parties negates subsisting dispute. The material does not establish subsisting dispute as on date of Section 8 notice.

12.4 Emails dated 24.04.2025 onwards annexed as Annexure-R3 are subsequent to alleged default period. In **Transmission Corporation of Andhra Pradesh Ltd. v. Equipment Conductors and Cables Ltd., (2018) ibclaw.in 33 SC**, it was held in para 51 that:

"51. It is clear, therefore, that once the operational creditor has filed an application, which is otherwise complete, the adjudicating authority must reject the application under Section 9(5)(2)(d) if notice of dispute has been received by the operational creditor or there is a record of dispute in the information utility. It is clear that such notice must bring to the notice of the operational creditor the "existence" of a dispute or the fact that a suit or arbitration proceeding relating to a dispute is pending between the parties. Therefore, all that 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"

12.5 The Corporate Debtor relies on ***Philips India Ltd. v. Goodwill Hospital, Company Appeal (AT) (Insolvency) No. 14 & 15 of 2017***, where NCLAT held that genuine disputes raised prior to Section 8 notice bar admission. In the present case, alleged dispute lacks supporting documents. Hence ratio does not assist the Corporate Debtor.

12.6 Reliance is also placed on ***Krishna Hi-Tech Infrastructure Pvt. Ltd. v. Bengal Shelter Housing Development Ltd., [Company Appeal (AT) (Insolvency) No. 1375 of 2022 & I.A. No. 4297, 4296 of 2022]***, where Section 9 was rejected due to bona fide dispute supported by documents. Here, no contemporaneous evidence of defect prior to 30.06.2025 is produced.

12.7 The Corporate Debtor has not produced any civil suit or arbitration initiated prior to 30.06.2025. Alleged losses and counter claims are not adjudicated and remain assertions. Mediation proceedings resulted in Non-Starter Report and do not establish existence of pending dispute. The affidavit under Section 9(3)(b) is not shown to be incorrect.

12.8 The Settlement Agreement dated 16.12.2024 is referred by the Operational Creditor and disputed by the Corporate Debtor. Even assuming dispute regarding settlement, the admitted supply of goods and unpaid invoices remain. Criminal Complaint dated 12.07.2025 and CJM Order dated 10.12.2025 annexed as Annexure-

R6 relate to investigation regarding settlement agreement arose after Demand Notice dated 30.06.2025. These proceedings commenced after Demand Notice dated 30.06.2025. Subsequent criminal inquiry being event subsequent to Section 8 notice does not constitute pre-existing dispute.

12.9 Hon'ble Supreme Court in ***Mobilox Innovations Private Limited v. Kirusa Software Private Limited, (2018) 1 SCC 353***, held that the Adjudicating Authority must see whether a real dispute existed prior to issuance of demand notice and that the defence must not be spurious or illusory. The material placed does not show contemporaneous dispute prior to 30.06.2025. Continued business dealings after 13.11.2024 indicate acknowledgment of liability.

12.10 Hon'ble NCLAT recently in ***Bhuvan Kumar Gupta v. Maverick Developers and Colonisers Pvt. Ltd. and Anr., (2025) ibclaw.in 1058 NCLAT***, it was held that where record of dispute in Information Utility exists or notice of dispute establishes a real controversy, Section 9(5)(ii)(d) mandates rejection. In the present case, Form-D reflects default and no record of dispute prior to 30.06.2025. The statutory bar under Section 9(5)(ii)(d) is not attracted.

12.11 Therefore, **Issue No.(iii)** is answered against the Corporate Debtor.

13. **Findings on Issue No.(iv):** Whether the Petition satisfies requirements of Section 9(5)?

13.1 Objection under Regulation 2B regarding GSTR-1 and GSTR-3B is raised by the Corporate Debtor relying on Annexure-R1 and Annexure-R2 judgments. The Applicant has subsequently annexed GSTR returns as Annexure-P1 in rejoinder. Regulation 2B being procedural in nature and not going to the root of jurisdiction, subsequent production of GSTR-1 and GSTR-3B returns before final adjudication cures the defect. Thus, Defect, if any, stands cured.

13.2 In the cited decisions of ***Farukhi Glass Industries and Shubham Enterprise***, petitions were dismissed where mandatory documents were absent and not cured. In the present case, documents have been produced before final hearing. Therefore, those precedents are distinguishable.

13.3 No disciplinary proceedings are shown against IRP as no IRP has been proposed by the Applicant. Form-D record from Information Utility is annexed as Annexure-D with status of default Deemed to be Authenticated. The amount claimed exceeds statutory threshold. The Petition is within limitation. The requirements of Section 9(3)(a), 9(3)(b) and 9(3)(c) stand duly complied with.

13.4 In ***Bhuvan Kumar Gupta v. Maverick Developers, (2025) ibclaw.in 1058 NCLAT***, it was held that if record of dispute exists in Information Utility prior to notice,

rejection is mandatory. In the present case, no such record prior to 30.06.2025 is shown. Hence Section 9(5)(ii)(d) is not attracted.

- 13.5 Upon comprehensive consideration of pleadings, annexures, list of dates, purshis, CJM order, and precedents relied upon by both sides, statutory conditions under Section 9(5) are satisfied. Operational debt and default are established and no genuine pre-existing dispute exists. The Petition is maintainable and liable to be admitted.
14. In view of the detailed analysis undertaken on **Issue Nos. (i) to (iv)** hereinabove, and upon consideration of the pleadings, annexures, List of Dates, Purshis, CJM Order dated 10.12.2025, and the judicial precedents relied upon by both sides, this Adjudicating Authority records its satisfaction that the Applicant has established the existence of operational debt within the meaning of Section 5(21) of the Insolvency and Bankruptcy Code, 2016.
15. This Adjudicating Authority further records that the material placed on record, including invoices, ledger statements, bank statements and Form-D issued by the Information Utility, establishes occurrence of default within the meaning of Section 3(12) of the Code, the date of default

being 20.04.2025, and the amount of default being above the statutory threshold prescribed under Section 4 of the Code.

16. Upon evaluation of the defence raised by the Corporate Debtor, including reliance upon alleged defective supply, criminal complaint proceedings, mediation proceedings, and cited judgments, this Adjudicating Authority finds that no genuine or bona fide pre-existing dispute existed prior to issuance of Demand Notice dated 30.06.2025 within the meaning of Section 8(2) of the Code.
17. The objections raised regarding Regulation 2B compliance, alleged fabrication of settlement agreement, pendency of criminal inquiry, and alleged suppression of facts do not constitute statutory grounds for rejection under Section 9(5)(ii) of the Code, and the Petition is found to be complete in terms of Section 9(2) read with Rule 6 of the IB (AAA) Rules, 2016.
18. Accordingly, in light of the above facts and circumstances, it is, **hereby ordered** as under: -

- (i) The Respondent/Corporate Debtor - **Status Seramik India Private Limited** is **admitted** in Corporate

Insolvency Resolution Process under section 9(5) of the Code.

(ii) As a consequence thereof, a moratorium under Section 14 of the 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;*
- 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 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 a Corporate Debtor. The moratorium does not apply to transactions notified by the Central Government, as per Section 14(3)(a) of the IB Code, 2016.*

(iii) The order of moratorium under section 14 of the Code shall come to 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 the Corporate Debtor under Section 33 of the IBC 2016, as the case may be.

- (iv) However, in terms of Section 14(2) to 14(3) of the Code, the supply of essential goods or services to the Corporate Debtor as may be specified, if continuing, shall not be terminated or suspended, or interrupted during the moratorium period.
- (v) Since, the Operational Creditor has not proposed the name of any IRP. Therefore, from the IBBI Panel List dated 16.01.2026, we appoint **Ms. Neelam Modi** having Registration No. IBBI/IPA-001/IP-P01700/2019-2020/12632, having address: House No. 3, Royal Krishna Society, Adipur-Gandhidham, Kachchh, Gujarat-370205 (**e-mail: neelammodi1@gmail.com**), Mobile No.7016068716 under section 13 (1)(c) of the Code to act as Interim Resolution Professional (**IRP**). She shall conduct the Corporate Insolvency Process as per the Insolvency and Bankruptcy Code, 2016 r.w. Regulations made thereunder. She shall submit her consent Form-2 along-with Form-B and Registration Certificate within three days.
- (vi) The IRP so appointed shall make a public announcement (e.g., newspapers, websites) under

Regulation 6(2) of IBBI Regulations, 2016, of the initiation of the Corporate Insolvency Resolution Process and call for submissions of claims under section 15 within three days of appointment as per Regulation 6 of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, as required by Section 13(1)(b) of the Code.

(vii) The IRP shall perform all his functions as contemplated, *inter-alia*, by sections 17, 18, 20 and 21 of the Code. 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 as per section 19 of the Code to extend every assistance and cooperation to the IRP. Where any personnel of the Corporate Debtor, its promoters, or any other person required to assist or co-operate with IRP, do not assist or cooperate, the IRP is at liberty to make appropriate application to this Adjudicating Authority with a prayer for passing an appropriate order.

(viii) The IRP is expected to take full charge of the Corporate Debtor's assets and documents without any delay whatsoever within seven days of this order. She is also free to take police assistance in this regard, and this Court hereby directs the Police Authorities to render all assistance as may be required by the IRP in this regard.

- (ix) The IRP shall be under a duty to protect and preserve the value of the property of the 'Corporate Debtor' and manage the operations of the Corporate Debtor as a going concern as a part of the obligation imposed by section 20 of the Code.
- (x) The IRP or the RP, as the case may be, shall submit to this Adjudicating Authority a periodical report with regard to the progress of the CIRP in respect of the Corporate Debtor.
- (xi) We direct the Operational Creditor to pay IRP a sum of **Rs.5,00,000/- (Rupees Five Lakh Only)** in advance exclusive of applicable taxes, within 7 days from the date of this order to meet the initial costs of the CIRP, including issuing public notice and inviting claims, as per Regulation 33(1) of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016. This amount shall be adjustable against the IRP's fees and expenses as approved by the Committee of Creditors (CoC) under Regulation 33(3), with any excess refundable to the Operational Creditor or shortfall recoverable from the Corporate Debtor's estate as CIRP costs.
- (xii) The Registry is directed to communicate this order to the Operational Creditor, Corporate Debtor, and to the Interim Resolution Professional, the concerned Registrar of Companies and the Insolvency and Bankruptcy Board of India after completion of necessary formalities, within seven working days, and

upload the same on the website immediately after pronouncement of the order. The Registrar of Companies shall update the Corporate Debtor's Master Data on the MCA portal to reflect its status as 'under Corporate Insolvency Resolution Process' within 7 working days of receiving this order and submit a compliance report to the Registrar, NCLT, within 14 working days.

(xiii) The public announcement under Regulation 6(2) of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, shall be published in at least one English (national edition) and one vernacular newspaper with wide circulation in the state of the Corporate Debtor's registered office (Gujarat) and on the Corporate Debtor's website, if any, as per Form A of the said Regulations.

(xiv) The commencement of the Corporate Insolvency Resolution Process shall be effective from the date of this order.

19. Accordingly, this Petition being **CP(IB)/461/9/AHM/2025** is hereby **admitted**. A certified copy of this order may be issued, if applied for, upon compliance with all requisite formalities.

-sd-

SANJEEV SHARMA
MEMBER (TECHNICAL)

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SHAMMI KHAN
MEMBER (JUDICIAL)