



**IN THE NATIONAL COMPANY LAW TRIBUNAL
COURT-VI, NEW DELHI BENCH**

CP IB NO. 221/ND/2025

*An application under Section 7 of the Insolvency and Bankruptcy Code,
2016 read with Rule 4 of the Insolvency & Bankruptcy (Application
to Adjudicating Authority) Rules, 2016.*

IN THE MATTER OF:

KARNATAKA BANK LIMITED

Having its Registered Office at:

P. B. NO. - 599, MAHAVEERA CIRCLE,
KANKANADY, MANGALURU - 575002

...APPLICANT/ FINANCIAL CREDITOR

VERSUS

M/S BLACKBERRY OVERSEAS PRIVATE LIMITED

Having its Registered Address at:

G-11, NORTH SQUARE MALL,
NETAJI SUBHASH PLACE,
NORTH WEST, NEW DELHI - 110034

...RESPONDENT/CORPORATE DEBTOR

Order Delivered on: 03.06.2026

CORAM:

**JUSTICE JYOTSNA SHARMA
HON'BLE MEMBER (JUDICIAL)**

**MS. ANU JAGMOHAN SINGH
HON'BLE MEMBER (TECHNICAL)**



APPEARANCES:

For the Applicant : Adv. Gautam Singhal, Adv. Anjali
Maurya

For the Respondent :

ORDER

1. This is a Company Application filed under Section 7 of the Insolvency and Bankruptcy Code, 2016 (for brevity “the Code”) read with rule 4 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016, by Karnataka Bank Limited (hereinafter referred to as ‘Financial Creditor’), seeking to initiate Corporate Insolvency Resolution Process (“CIRP”) against Blackberry Overseas Private Limited (“Corporate Debtor”).
2. The present application was filed on 29.03.2025 before this Adjudicating Authority on the ground that the Corporate Debtor has defaulted to make a payment of a sum of Rs. 7,60,63,173.30/- (Rupees Seven Crores Sixty Lakhs Sixty Three Thousand One Hundred Seventy three Thirty Paise) as on 25.03.2025. The Financial Creditor has filed the “record of default” dated 11.11.2021 as generated by the NeSL, showing the status of default of the Corporate Debtor under the Loan Agreement as “Authenticated”.

3. Submissions made by Financial Creditor:

- i. That the Corporate Debtor had initially approached the Applicant–Financial Creditor for grant of an overdraft facility of Rs. 1,00,00,000/- (Rupees One Crore only) for a period of 12 (Twelve) months carrying interest @ 13.5% per annum with annual compounding. The Applicant sanctioned the said overdraft facility vide Credit Sanction Intimation Letter dated 05.02.2013. Pursuant thereto, the necessary loan and security documents, including the Hypothecation Agreement and equitable mortgage of a commercial property standing in the names of the Directors of the Corporate Debtor, were executed. The said facilities were also secured by



personal guarantees furnished by the Directors of the Corporate Debtor.

- ii. That, from time to time, the Applicant had also extended various additional credit facilities to the Corporate Debtor, and the existing credit facilities were duly renewed, pursuant to which disbursements were made in accordance with the sanctioned terms. Consequently, the total sanctioned loan exposure stood enhanced to Rs. 5,00,00,000/-, along with an additional credit facility under the Guaranteed Emergency Credit Line Scheme (GECLS) amounting to Rs. 67,00,000/-, a DPM Loan facility of Rs. 50,00,000/-, and a Bank Guarantee facility aggregating to Rs. 1,50,00,000/-.
- iii. Thereafter, upon the request of the Corporate Debtor vide letter dated 11.08.2021, the loan accounts were restructured by the Applicant in terms of the Sanction Letter dated 30.09.2021, followed by execution of the Loan Agreement dated 11.11.2021. However, despite such restructuring, the Corporate Debtor failed to comply with the revised repayment terms and committed defaults in servicing the restructured loan accounts. Consequently, the original default continued to subsist and the loan account of the Corporate Debtor was classified as Non-Performing Asset (NPA) on 19.10.2023 with effect from 11.11.2021.
- iv. Consequent upon the persistent defaults committed by the Corporate Debtor, the Applicant issued a Demand Notice dated 22.05.2024 under Section 13(2) of the SARFAESI Act, 2002, calling upon the Corporate Debtor to discharge its outstanding liabilities. Thereafter, in exercise of its powers under Section 13(4) of the SARFAESI Act, 2002, the Applicant Bank took physical possession of the mortgaged properties.
- v. That the Applicant thereafter conducted e-auction proceedings in respect of the mortgaged properties situated at New Delhi and Ghaziabad on 25.02.2025, wherein the said properties were sold to the highest bidder for a total sale consideration of Rs. 80,37,000/-.
- vi. That even after giving due adjustment to the aforesaid recovered amount, a sum of Rs. 7,60,63,173.30/- (Rupees Seven Crores Sixty



Lakhs Sixty-Three Thousand One Hundred Seventy-Three and Thirty Paise Only) remained due and payable by the Corporate Debtor to the Applicant as on 25.03.2025. Hence this petition is filed.

Analysis and Findings

4. Heard the Learned Counsel and perused the material on record.
5. Vide order dated 15.04.2025, notice was issued to the Corporate Debtor. Thereafter, vide order dated 07.05.2025, substituted mode of service by way of paper publication was permitted by this Adjudicating Authority. Pursuant thereto, the Applicant filed an Affidavit of Service on 31.05.2025 evidencing compliance with the directions relating to substituted service. Despite due service through substituted mode, none appeared on behalf of the Corporate Debtor. In the interest of justice, one final opportunity was granted to the Corporate Debtor to appear and file reply vide order dated 10.06.2025. On 30.07.2025, counsel appearing virtually on behalf of the Corporate Debtor submitted that he had been recently engaged and sought time for filing vakalatnama and reply. However, despite such appearance and opportunity, neither any vakalatnama nor reply came to be filed on behalf of the Corporate Debtor. Consequently, the Corporate Debtor was proceeded ex parte vide order dated 09.09.2025. Thereafter, the matter was taken up for hearing on several dates. However, none appeared on behalf of the Corporate Debtor on any of the subsequent dates of hearing.
6. The Corporate Debtor had availed various credit facilities from the Financial Creditor. The said credit facilities were restructured on 11.11.2021, subsequent to which the Corporate Debtor again committed defaults in repayment of its dues. Consequently, the loan accounts of the Corporate Debtor were classified as Non-Performing Assets (NPA) by the Financial Creditor on 09.10.2023 with retrospective effect from 11.11.2021.
7. The Applicant has filed an Additional Affidavit dated 05.05.2026 against the clarification sought by this Adjudicating Authority to



explain the issue of limitation. It is stated that post-restructuring of the loan accounts, certain payments were received from the Corporate Debtor/Directors. The last such payment was received on 11.11.2022, which amounts to an acknowledgement of debt. Thereby extending the period of limitation. We have perused the records and note that the Corporate Debtor/Director made part payments on the loan account of the Corporate Debtor. The last such payment was made on 11.11.2022. Therefore, the petition is within the limitation.

8. While adjudicating a Section 7 application, the Adjudicating Authority has to satisfy itself regarding the existence of 'Debt' and 'Default'. In the instant case, as discussed in the above paragraphs, the twin conditions of Section 7 i.e. 'Debt' and 'Default' are established.
9. The Hon'ble Supreme Court in the judgement of **"Innoventive Industries Limited v. ICICI Bank and Another"** (2018) 1 SCC 407 has held that once NCLT is satisfied that the default has occurred, there is hardly a discretion left with NCLT to refuse admission of the Application under Section 7 of I & B Code, 2016. The relevant extract of the said judgment is reproduced hereunder as:

*"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."*



10. That the present petition made by the Financial Creditor is complete in all respects as required by law. The Petition established that the Corporate Debtor is in default of a debt due and payable and that the default is more than the minimum amount stipulated under Section 4(1) of the Code, stipulated at the relevant point of time.
11. In the light of the above facts and circumstances, and in terms of Section 7(5) (a) of the Code, the instant petition **COMPANY PETITION IB (IBC)- 221/(ND)/2025** filed by Karnataka Bank Limited the Financial Creditor, under Section 7 of the Code read with Rule 4(1) of the Insolvency & Bankruptcy (Application to Adjudicating Authority) Rules, 2016 for initiating CIRP against M/s Blackberry Overseas Private Limited the Corporate Debtor, stands **admitted** and CIRP of M/s Blackberry Overseas Private Limited is initiated.
12. That the petitioner in part-III of the petition has proposed the name of Ms. Bhavna Bansal, as Interim Resolution Professional, having Registration Number- IBBI/IPA-001/IP-P-02716/2022-2023/14150 and E-mail Id bhavnabansalus@yahoo.com, is hereby appointed as an Interim Resolution Professional (IRP) for Corporate Debtor. The consent of the proposed interim resolution professional in Form-2 is taken on record. It is pertinent to mention that IRP has a valid AFA.
13. We also declare moratorium in terms of Section 14 of the Code. The necessary consequences of imposing the moratorium flows from the provisions of Section 14 (1) (a), (b), (c) & (d) of the Code. Thus, the following prohibitions are imposed:
 - (a) The institution of suits or continuation of pending suits or proceedings against the corporate debtor including execution of any judgment, decree or order in any court of law, tribunal, arbitration panel or other authority;
 - (b) Transferring, encumbering, alienating or disposing of by the corporate debtor any of its assets or any legal right or beneficial interest therein;
 - (c) Any action to foreclose, recover or enforce any security interest created by the corporate debtor in respect of its property including any



action under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002;

(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 IB Code 2016 also prohibits Suspension or termination of any license, permit, registration, quota, concession, clearances 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, 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, permit, registration, quota, concessions, clearances or a similar grant or right during the moratorium period.

14. It is made clear that the provisions of moratorium shall not apply to transactions which might be notified by the Central Government and the supply of the essential goods or services to the Corporate Debtor as may be specified, are not to be terminated or suspended or interrupted during the moratorium period. In addition, as per the Insolvency and Bankruptcy Code (Amendment) Act, 2018 which has come into force w.e.f. 06.06.2018, the provisions of moratorium shall not apply to the surety in a contract of guarantee to the corporate debtor in terms of Section 14 (3) (b) of the Code.
15. In pursuance of Section 13 (2) of the Code, we direct that public announcement shall be made by the Interim Resolution Professional immediately (within 3 days) as prescribed by Explanation to Regulation 6(1) of the IBBI Regulations, 2016) with regard to admission of this application under Section 7 of the Insolvency & Bankruptcy Code, 2016.
16. We direct the applicant Financial Creditor to deposit a sum of Rs. 2,00,000/- (Two Lakhs Rupees) with the Interim Resolution Professional namely Ms. Bhavna Bansal to meet out the expenses to perform the initial functions assigned to him in accordance with Regulation 6 of Insolvency and Bankruptcy Board of India (Insolvency



Resolution Process for Corporate Person) Regulations, 2016. The needful shall be done within three days from the date of receipt of this order by the Financial Creditor. The said amount, however, is subject to adjustment towards Resolution Process cost as per applicable rules.

17. The Interim Resolution Professional shall perform all his functions as contemplated, inter-alia, by Sections 15, 17, 18, 19, 20 & 21 of the Code and transact proceedings with utmost dedication, honesty and strictly in accordance with the provisions of the Code, Rules and Regulations.
18. It is further made clear that all the 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 Code to extend every assistance and cooperation to the Interim Resolution Professional as may required by him in managing the day-to-day affairs of the 'Corporate Debtor'. In case there is any violation committed by the ex- management or any tainted/illegal transaction by ex-directors or anyone else, the Interim Resolution Professional would be at liberty to make appropriate application to this Adjudicating Authority with a prayer for passing appropriate orders.
19. The Interim Resolution Professional shall be under duty to protect and preserve the value of the property of the 'Corporate Debtor' as a part of his obligation imposed by Section 20 of the Code and perform all his functions strictly in accordance with the provisions of the Code, Rules and Regulations.
20. A copy of the order shall be communicated to the applicant, Corporate Debtor and IRP above named, by the Registry. In addition, a copy of the order shall also be forwarded to IBBI for its records. Applicant is also directed to provide a copy of the complete paper book to the IRP. A copy of this order is also sent to the ROC for updating the Master Data. ROC shall send compliance report to the Registrar, NCLT.



21. Accordingly, the instant application filed under Section 7 of the Code, 2016 bearing **C.P. I.B./221/(ND)/2025** stands **admitted**.
22. A certified copy of this order may be issued, if applied for, upon compliance with all requisite formalities.

Sd/-
(ANU JAGMOHAN SINGH)
MEMBER (TECHNICAL)

Sd/-
(JYOTSNA SHARMA)
MEMBER (JUDICIAL)