



IN THE NATIONAL COMPANY LAW TRIBUNAL
NEW DELHI

COURT-IV

CP (IB) 127 (ND) 2025

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

IN THE MATTER OF:

PASHUPATI FACILITY AND MANAGEMENT SERVICE PRIVATE LIMITED

CIN: U74999DL2021PTC386422

Having its registered office at:

107B, Pocket E, Nand Nagri, New Delhi-110093

...Applicant/Financial Creditor

Versus

PRODOT MEDIA PRIVATE LIMITED

CIN: U92490DL2006PTC154112

Having its registered office at:

Flat No. S.F.-7, Devika Tower 6

Nehru Place, South Delhi- 110019

...Respondent/Corporate Debtor

Order Pronounced On: 01.07.2026

CORAM:

SHRI MAHENDRA KHANDELWAL,

HON'BLE MEMBER (JUDICIAL)

SHRI ATUL CHATURVEDI,

HON'BLE MEMBER (TECHNICAL)

PRESENT:

For the Applicant : Ms. Kanika Singhal, Ms. Deepshikha, Mr. Abhyudaya



Bisht, Advocates.

For the Respondent: Mr. Saket Gogia, Ms. Gauri Pande, Mr. Man Singh, Ms. Sheetal Maggon, Mr. Deepesh Meena, Mr. Aditya K.S, Advocates.

ORDER

PER: ATUL CHATURVEDI, MEMBER (TECHNICAL)

1. This Application has been filed by Pashupati Facility And Management Service Private Limited, the Applicant/Financial Creditor ("FC") before this Adjudicating Authority, under Section 7 of the Insolvency and Bankruptcy Code, 2016 ("IBC" or "Code") read with Rule 4 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016, ("Adjudicating Authority Rules"), for initiating the Corporate Insolvency Resolution Process ("CIRP"), declaring moratorium and for appointment of Interim Resolution Professional ("IRP"), against Produt Media Private Limited, the Respondent/Corporate Debtor ("CD") on the ground that the Corporate Debtor has defaulted in payment towards financial debt of total Rs. 1,49,99,945/- (One Crore Forty-Nine Lakh Ninety-Nine Thousand Nine Hundred Forty-Five Rupees Only) as a Corporate Guarantor. Date of Default, as mentioned in Part IV of the Application is 29.08.2023 (ICD of Principle Borrower and continuing since then).
2. The Corporate Debtor i.e. Produt Media Private Limited is a company registered under the provisions of Companies Act, 1956 with Corporate Identification No. U92490DL2006PTC154112. The registered office of the Corporate Debtor is at Flat No. S.F.-7, Devika Tower, 6 Nehru Place, South Delhi- 110019. Since the registered office of the Corporate Debtor is situated in New Delhi, this Tribunal having jurisdiction over the NCT of Delhi is the Adjudicating Authority under sub-section (1) of section 60 of the Code in relation to the prayer for initiation of Corporate Insolvency Resolution Process against the Corporate Debtor.



SUBMISSIONS OF THE APPLICANT/FINANCIAL CREDITOR:

The Applicant i.e. Pashupati Facility and Management Service Pvt Ltd is a company incorporated and registered under the provisions of the Companies Act, 2013 having its registered office at 107B, Pocket E, Nand Nagri, Delhi, 110093. The present application is filed by the Financial Creditor, through its Director and Authorised Representative Ms. Priyanaka Bhardwaj.

- ii.** The Respondent i.e. Produt Media Private Limited Formerly known as Pawansut Media Services Private Limited is a company incorporated and registered under the provisions of the Companies Act, 1956 having its registered office at Flat No. S.F.-7, Devika Tower, 6 Nehru Place, South Delhi- 110019 and was incorporated on 20.09.2006. The Corporate Debtor is engaged in the business of Real estate activities with owned or leased property.
- iii.** The Principal Borrower i.e. Teriyaki Builders Private Limited is a company incorporated and registered under the provisions of the Companies Act, 1956, having the registered office at 865, Ground Floor, Shop No. 2, Gali No. 7, Govindpuri, Kalkaji, South Delhi, New Delhi, 110019 and was incorporated on 17.02.2011.
- iv.** On 15.12.2022, the Principal Borrower, i.e., Teriyaki Builders Private Limited, approached Financial Creditor for seeking financial assistance for a sum of Rs. 1,35,00,000/- (Rupees One Crore Thirty-Five Lakhs Only) in the form of Inter Corporate deposits, withdrawable as may be required by the Borrower from time to time. On the representations and warranties of the Principal Borrower and relying upon the representations and promises of the M/s. Teriyaki Builders Private Limited, the Financial Creditor agreed to provide the said loan facility to the Principal Borrower as per the terms mutually accepted by both parties.
- v.** As per the stipulated terms and conditions, the aforementioned loan shall accrue interest at the rate of 8% per annum, payable quarterly, with the



principal amount being repayable either upon demand or in full within 180 days (six months).

- vi.** The Financial Creditor, after completing thorough due diligence and considering the formal request submitted by Teriyaki Builders Private Limited, as well as the longstanding professional relationship shared with its members, decided to grant a loan facility to the Principal Borrower.
- vii.** This mutual understanding led to the formalization of the transaction through a Loan Agreement, which was duly executed on 15.12.2022 between the Financial Creditor and Teriyaki Builders Private Limited, i.e., Principal Borrower. Loan Agreement, signed by both parties, serves as the foundational document outlining the rights, obligations, and conditions binding both the lender and the borrower concerning the financial arrangement.
- viii.** On 15.12.2022, during discussions regarding the terms and conditions of the Loan Agreement, the Financial Creditor, M/s. Pashupati Facility and Management Service Pvt Ltd. and the Corporate Debtor reached a significant understanding, that the Principal Borrower in order to safeguard and secure the loan facility provided by the Financial Creditor shall additionally furnish 2 separate Corporate Guarantees from 2 different companies in favour of the Financial Creditor.
- ix.** Furthermore, relying on the representations, assurances, and commitments made by Teriyaki Builders Private Limited, along with 2 Corporate Guarantors, regarding their ability and intent to repay the loan under the agreed-upon terms, the Financial Creditor consented to extend the loan facility.
- x.** Subsequent to mutual discussions and to formalize commitment, the Financial Creditor and both Corporate Guarantor(s) entered into a legally binding Deed of Guarantee dated 15.12.2022. Corporate Guarantee established the Corporate Debtor's obligation to guarantee the repayment of the loan, backed by specific security measures, thereby ensuring additional financial safeguards for the



Financial Creditor. The execution of this Deed further solidified the Corporate Debtor's role in upholding the repayment obligations, thereby offering a structured framework for the discharge of liabilities in accordance with the terms agreed upon. As per the Deed of Guarantee, the Financial Creditor was granted the authority to take possession of all underlying original documents as security.

- xi.** The Corporate Guarantor further executed a Deed of Hypothecation dated 23.03.2023 in favour of the Financial Creditor. As per deed, the Borrower agreed to create a first charge of hypothecation in favour of the Financial Creditor on the hypothecated assets. Due to various financial mismanagements, Teriyaki Builders Private Limited failed to make the repayment of the loan as per the terms and conditions due to the losses in the company.
- xii.** It was mutually agreed that, financial creditor shall retain all the original documents and all said original documents would be returned to the Corporate Debtor upon full repayment of the loan. Upon the completion of 6 months, i.e. the duration of loan period, Financial Creditor requested the principal borrower to repay the entire loan amount along with the accrued interest thereon, but time and again Teriyaki Builders Private Limited sought some additional time to make payments and repay the loan.
- xiii.** The Financial Creditor has submitted the record of Financial Information in Form-C filed on 12.07.2023 on the NeSL (National E-Governance Services Limited) portal.
- xiv.** From the public advisement Financial Creditor learnt that vide order dated 29.08.2023, passed by this Hon'ble Tribunal, Corporate Insolvency Resolution Process (CIRP) for the Principal Borrower Teriyaki Builders Private Limited has been initiated. On receipt of such information, on 18.09.2023, the Financial Creditor has filed its claim with the Resolution Professional of the Principal Borrower.



Further, on 01.04.2024, the Financial Creditor has sent a letter to the Corporate Guarantor informing about the invocation of the Corporate Guarantee given by the Corporate Guarantor in favour of the Financial Creditor, however, no response to the said letter has ever been received by the side of the Corporate Guarantor till date.

xvi. The Corporate Debtor has a total Financial Debt of a total sum of Rs. 1,35,00,000/- (Rupees One Crore Thirty-Five Lakhs Only), the Corporate Debtor will also be liable to pay an interest @8% per annum, on such amount, till the date of realization.

xvii. It is submitted that the amounts due to the Applicants come within the meaning of 'Debt' as defined in Section 3(11) of the Code. The Financial Creditor is seeking repayment of their monies given under the said loan which was disbursed against the consideration for the time value of money, having a commercial effect of borrowing. Thereby, the amount due to the Financial Creditors squarely comes within the meaning of Financial Debt, as defined in Section 5(8) (a) of the Code.

xviii. The Applicant has placed the Deed of Guarantee executed between Financial Creditor and Corporate Debtor dated 15.12.2022 vide Affidavit dated 10.04.2025.

xix. This Adjudicating Authority vide order dated 24.04.2025 directed the Applicant to file Affidavit on maintainability. The Applicant in compliance of the said order filed the Affidavit dated 01.05.2025 wherein it was stated that on 15.12.2022, at the time of signing of Deed of Guarantee the name of the Corporate Debtor was Pawansut Media Services Private Limited. The Applicant placed the following documents on record:

- a.** Copy of Challan of an Inspection conducted by Financial Creditor.
- b.** Copy of form INC-24 filed by Corporate Debtor before the Registrar of Companies.



c. Copy of Certificate of Incorporation pursuant to Change of Name of Corporate Debtor issued by the Registrar of Companies.

xx. This Adjudicating Authority vide order dated 13.08.2025 directed the Applicant to file an Affidavit with regard to proof of service of invocation of guarantee to the Respondents. In compliance of the said order, the Applicant filed Affidavit dated 29.08.2025 wherein the following documents were placed on record:

- a.** True Copy of Proof of Service
- b.** True Copy of the Claim Form along with Ledger
- c.** True Copy of the List of Creditors of Teriyaki Builders Private Limited

xxi. The Adjudicating Authority vide order dated 03.09.2025 directed the Applicant to serve notice by way of 'Dasti' and file proof of service. In compliance of the said order, the Applicant placed on record the true copy of receiving. It was also stated that the claim of the Financial Creditor has been admitted by the RP and the Resolution Plan has been approved by the CoC.

xxii. The Financial Creditor's claim stands admitted in the CIRP of the Principal Borrower, Teriyaki Builders Pvt Ltd as Secured Financial Creditor Ltd. Further, the Resolution Plan has been approved and under the payment to Secured Financial Creditors has been proposed to be INR 63,42,534 as against an admitted amount of INR 140,94,521. Therefore, the debt and default stand established, admitted and unrefuted.

xxiii. Reliance is placed on the Hon'ble National Company Law Appellate Tribunal in Judgement dated 24th November 2020 in State Bank of India versus Athena Energy Ventures Private Limited [Company Appeal (AT) (Ins) No. 633 of 2020] wherein it has been held that CIRP Proceedings is a settled proposition that such inclusion or treatment of a creditor's claim in the resolution process of the principal borrower is a matter of adjustment, determining the extent of actual realization by the creditor.



It is the case of the Applicant that since the debt and default of the Principal Borrower stand admitted, there remains no dispute whatsoever as to the existence of debt or occurrence of default vis-à-vis the Corporate Guarantor. The law is well settled that the liability of the Principal Borrower and Corporate Guarantor is coextensive under Section 128 of the Indian Contract Act, 1872, and both may be proceeded against simultaneously.

xxv. The Applicant, in order to prove the existence of financial debt, the amount and date of default has relied upon the following documents:

- a. Copy of Loan Agreement Dated 15.12.2022 executed and entered in-between the Financial Creditor and Principal Borrower, i.e., Teriyaki Builders Private Limited.
- b. Copy of Deed of Guarantee of Receivables with underlying security dated 15.12.2022.
- c. Copy of Deed of Hypothecation dated 23.03.2023.
- d. Copy of Record of Financial Information Form-C Filed on NESL (National E-Governance Services Limited) dated 12.07.2023.
- e. Copy of Letter Dated 01.04.2024 sent by Financial Creditor to Corporate Guarantor informing about invocation of Corporate Guarantee given by Corporate Guarantor in Favour of Financial Creditor.
- f. Copy of claim form dated 18.09.2023 filed by Financial Creditor before Resolution Professional.
- g. Table Showing the Calculation of amount of Default.

4. SUBMISSIONS OF THE RESPONDENT/CORPORATE DEBTOR:

- i. The Respondent Company was incorporated in the year 2006 under the provisions of the Companies Act. The Respondent is engaged in the business of real estate activities with owned or leased property (including buying, selling, rentals self-owned or leased real estate such as apartment buildings and dwellings, non-residential buildings, etc.)



It is submitted that the genesis of the instant petition u/s 7 of the Code arises from a Loan Agreement dated 15.12.2022 entered into between the Financial Creditor herein and Teriyaki Builders Private Limited (formerly known as Oasis Supplies Pvt. Ltd.) for an amount of Rs. 1,35,00,000/- obtained by the principal borrower from the Financial Creditor.

- iii.** Pursuant to the agreement between the parties, a Corporate Guarantee dated 15.12.2022 was entered into. That the Corporate Debtor herein was the Corporate Guarantor to the abovementioned Loan by virtue of a Deed of Guarantee dated 15.12.2022.
- iv.** Upon default in repayment committed by the principal borrower, a Deed of Invocation of the Corporate Guarantee dated 15.12.2022 was served upon the Corporate Debtor herein seeking recovery of the loan amount of Rs. 1,45,80,000/-, which was inclusive of the interest amount as calculated until 31.03.2024.
- v.** In the interregnum between the execution of the Corporate Guarantee and the Deed of Invocation of the Guarantee, Corporate Insolvency Resolution Process was initiated against the principal borrower before this Hon'ble Tribunal in CP(IB) 893 of 2022, by an Operational Creditor. Vide Order dated 29.08.2023, CIRP against the principal borrower commenced.
- vi.** It is submitted that per the own submissions of the Financial Creditor, the Creditor herein has filed its claim in the CIRP of the principal borrower, which stands admitted to the extent of Rs. 1,40,94,521/- as per the Resolution Plan of the principal borrower as produced by the Financial Creditor before this Adjudicating Authority.
- vii.** Further, the amount proposed to be payable to the Financial Creditor as per the Resolution Plan amounts to Rs. 63,42,534.45/-. In such facts and circumstances, the initiation of proceedings against the Corporate Debtor herein qua the total amount is bad in law.



It is submitted that while the liability of the Corporate Debtor herein may be co-extensive with that of the principal borrower, CIRP against Corporate Debtor herein ought not be invoked against the entire amount of Rs. 1,45,80,000/-. Further, upon deduction of the amount that is proposed to be paid by way of the CIRP of the principal borrower, the remaining amount of Rs. 82,37,465.55/- is insufficient, without the inclusion of the interest component to invoke the threshold amount of INR 1 Crore for initiation of the CIRP against the Debtor herein.

- ix.** The computation of any interest amount cannot be prior to the date of invocation of the Corporate Guarantee, as it is only that date that shall mark any alleged default on the part of the Guarantor and thereby trigger the contractual liability.
- x.** It is not res integra that the provisions of the Code are essentially intended to bring the Corporate Debtor to its feet and are not of money recovery proceedings as such. Reliance has been placed on the decision of Invent Asset Securitisation and Reconstruction Pvt. Ltd. Vs. Girnar Fibres Ltd. Civil Appeal No. 3033 of 2022. The instant Insolvency Petition is against the aforesaid objectives as the Petition is against the objective of “resolution” before “liquidation”. It is merely an extortive shenanigan for the recovery of money.

5. ANALYSIS AND FINDINGS:

- i.** We have heard the submissions of both the parties and perused the documents placed on record.
- ii.** The present Application has been filed under Section 7 of the Insolvency and Bankruptcy Code, 2016 by the Applicant/Financial Creditor seeking initiation of Corporate Insolvency Resolution Process against the Respondent/Corporate Debtor in its capacity as a Corporate Guarantor to the loan advanced to the Principal Borrower, namely Teriyaki Builders Private Limited.
- iii.** From the material placed on record, it is evident that the Financial Creditor and the Principal Borrower entered into a Loan Agreement dated 15.12.2022 whereby



An amount of Rs. 1,35,00,000/- was disbursed as Inter-Corporate Deposit, carrying interest @ 8% per annum, repayable within 180 days or on demand. The disbursement of the said amount is supported by documentary evidence including the Loan Agreement and record of financial information filed with NeSL.

- iv.** The Respondent has submitted that CIRP has already been initiated against the principal borrower in CP(IB) 893 of 2022, and the Financial Creditor's claim has been admitted therein to the extent of Rs. 1,40,94,521/-, with Rs. 63,42,534.45/- proposed to be paid under the approved Resolution Plan. In such circumstances, initiation of CIRP against the Corporate Guarantor for the entire claimed amount is stated to be untenable, as the remaining balance after adjusting the proposed recovery falls below the statutory threshold of Rs.1 crore (excluding impermissible interest). The Respondent further argues that interest cannot be computed prior to invocation of the guarantee, since liability of the guarantor arises only upon such invocation. Lastly, it is contended that the petition is a misuse of the IBC as a recovery mechanism, contrary to the object of resolution, and is therefore liable to be dismissed.
- v.** It is pertinent to note that, after hearing the parties, the present matter was initially reserved for orders on 28.01.2026. However, before pronouncement, this Adjudicating Authority deemed it necessary to seek certain clarifications regarding the status of the Corporate Insolvency Resolution Process of the Principal Borrower, Teriyaki Builders Private Limited. Accordingly, upon consideration of the Affidavit dated 20.09.2025 filed by the Applicant, and noticing that although the Resolution Plan had been approved by the Committee of Creditors, no application under Section 31 of the Code had been filed before this Adjudicating Authority despite expiry of the CIRP period, the matter was de-reserved vide order dated 20.03.2026. The C.P. (IB) No. 893 (ND) of 2022 pertaining to the Principal Borrower was directed to be tagged with the present



proceedings and notice was issued to the Committee of Creditors and the Resolution Professional.

- vi.** Thereafter, on 18.05.2026, it was brought to the notice of this Adjudicating Authority that a liquidation application had already been filed in the CIRP of the Principal Borrower. In view thereof, the present matter was de-tagged from C.P. (IB) No. 893 (ND) of 2022 and a final opportunity was granted to the Corporate Debtor to address arguments. Thereafter, despite being granted a final opportunity, the Corporate Debtor failed to appear and was proceeded ex parte vide order dated 08.06.2026. Since the reply had already been filed and was on record, the same has been taken into consideration. Thereafter, the matter was finally reserved for orders on 08.06.2026.
- vii.** It is settled that for an Application under Section 7 to be admitted, the Applicant must establish the existence of a “financial debt” as defined under Section 5(8) of the Code, which necessarily requires disbursement of money against the consideration for the time value of money. This essential element must be supported by cogent evidence. The same has also been reiterated by the Hon’ble Supreme Court in ***Global Credit Capital Limited & Anr v. Sach Marketing Private Limited & Anr, 2024 SCC OnLine SC 649***. The transaction clearly satisfies the requirement of “financial debt” under Section 5(8)(a) of the Code, being a disbursement against consideration for the time value of money and having the commercial effect of borrowing.
- viii.** It is well settled that at the stage of admission under Section 7, this Adjudicating Authority is only to ascertain whether there exists a financial debt and whether default has occurred as laid down in ***Innovative Industries Ltd. v. ICICI Bank (2018) 1 SCC 407***.
- ix.** It is further borne out from the record that the Respondent/Corporate Debtor executed a Deed of Guarantee dated 15.12.2022 in favour of the Financial Creditor guaranteeing repayment of the aforesaid loan facility. The Deed of



Guarantee unequivocally records the obligation of the Corporate Debtor to discharge the liabilities of the Principal Borrower in the event of default. The execution of the guarantee has not been disputed and is duly supported by documentary evidence. The subsequent execution of Deed of Hypothecation dated 23.03.2023 further reinforces the security structure created in favour of the Financial Creditor.

- x. The material on record establishes that upon expiry of the agreed tenure of 180 days, the Principal Borrower failed to repay the loan amount along with accrued interest. The date of default is reflected as 29.08.2023. It is also an admitted position that CIRP has already been initiated against the Principal Borrower by order dated 29.08.2023 and the claim of the present Applicant has been admitted by the Resolution Professional in the said proceedings. The Resolution Plan approved by the CoC proposes payment of only a portion of the admitted claim, thereby clearly evidencing subsistence of default.
- xi. The Financial Creditor has placed on record proof of invocation of the Corporate Guarantee vide letter dated 01.04.2024, duly served upon the Corporate Debtor. Despite invocation, no payment has been made by the Corporate Debtor. The invocation being valid and duly served, the liability of the Corporate Debtor as guarantor stands crystallized.
- xii. It is a settled position of law that the liability of the guarantor is co-extensive with that of the principal borrower in terms of Section 128 of the Indian Contract Act, 1872, unless otherwise provided by the contract. The Hon'ble NCLAT in ***State Bank of India vs. Athena Energy Ventures Private Limited, Company Appeal (AT) (Ins) No. 633 of 2020*** has categorically held that a Financial Creditor is entitled to initiate CIRP against the Corporate Guarantor even if CIRP has been initiated or is pending against the Principal Borrower, and that realization in one proceeding would merely reduce the liability in the other. The right of the Financial Creditor to proceed simultaneously against both the



Principal Borrower and the Corporate Guarantor is thus well recognized. The same principle has been reiterated recently by the Hon'ble Supreme Court vide order dated 26.02.2026 in the case titled **ICICI Bank Limited versus Era Infrastructure (India) Limited, Civil Appeal No.6094 Of 2019**.

- xiii.** In the present case, once the debt and default of the Principal Borrower stand established, and the Corporate Debtor has executed a valid and enforceable guarantee, the Corporate Debtor cannot escape liability. The guarantee being an independent and continuing obligation, the Financial Creditor is legally entitled to invoke the same and proceed under Section 7 of the Code. Reliance is placed on the decision of the Hon'ble Supreme Court in **BRS Ventures Investments Ltd. v. SREI Infrastructure Finance Ltd. and Anr., Civil Appeal No. 4565 of 2021**. Relevant portion of the judgement is reproduced herein below:

"28. Hence, we summarize some of our conclusions as under:

- a. Payment of the sum of Rs.38.87 crores to the 1st respondent-financial creditor under the resolution plan of the corporate guarantor-ACIL will not extinguish the liability of the 2nd respondent-principal borrower/corporate debtor to pay the entire amount payable under the loan transaction after deducting the amount paid on behalf of the corporate guarantor in terms of its resolution plan;*
- b. A holding company is not the owner of the assets of its subsidiary. Therefore, the assets of the subsidiaries cannot be included in the resolution plan of the holding company, and*
- c. The financial creditor can always file separate applications under Section 7 of the IBC against the corporate debtor and the corporate guarantor. The applications can be filed simultaneously as well;"*

- xiv.** The record of financial information filed with NeSL, the Loan Agreement, Deed of Guarantee, proof of disbursal, calculation of default amount, proof of invocation, and admission of claim in the CIRP of the Principal Borrower cumulatively



establish the existence of financial debt and occurrence of default beyond doubt. The Application is complete in terms of Section 7(2) of the Code read with Rule 4 of the Adjudicating Authority Rules.

- xv.** The objections raised by the Respondent do not merit acceptance. The mere fact that the Financial Creditor has lodged its claim in the CIRP of the Principal Borrower and that a Resolution Plan proposes partial payment does not extinguish or suspend the independent and co-extensive liability of the Corporate Guarantor. Any amount realized in the CIRP of the Principal Borrower would only reduce the outstanding liability, but cannot bar initiation of proceedings against the Guarantor for the entire debt due and payable as on the date of default. It is further pertinent that liquidation proceedings have already been initiated against the Principal Borrower and the liquidation application filed in that regard is presently pending consideration, which itself demonstrates that the debt remains unresolved and continues to subsist. Further, the threshold under Section 4 of the Code is to be examined with reference to the amount in default. The contention that interest cannot be computed prior to invocation is equally untenable, as the liability of the guarantor relates back to the default committed by the Principal Borrower and the guarantee in the present case is a continuing and unconditional one. Lastly, the argument that the petition is a recovery proceeding is misconceived; once financial debt and default are established, this Adjudicating Authority is bound to admit the Application under Section 7(5)(a), the Code being a creditor-driven process as consistently held by the Hon'ble Supreme Court. Accordingly, the defence sought to be raised by the Respondent is legally unsustainable.
- xvi.** In view of the foregoing discussion, this Adjudicating Authority is satisfied that a financial debt exists, that default has occurred, and that the Corporate Debtor, being the Corporate Guarantor, is liable to discharge the said debt in view of the



oextensive liability under Section 128 of the Indian Contract Act, 1872. The requirements of Section 7(5)(a) of the Code stand fulfilled.

xvii. Accordingly this Adjudicating Authority orders as follows:

- a. The application bearing CP (IB) No. 127/ND/2025 filed by Pashupati Facility and Management Service Pvt Ltd, the Financial Creditor, under Section 7 of the Code for initiating CIRP against Produt Media Private Limited, the Corporate Debtor, is hereby **admitted**.
- b. The Applicant in Part-III of the application has proposed the name of Mr. Ankit Agrawal having Registration Number IBBI/IPA-002/IP-N01070/2020-2021/13514. However, upon perusal of the AFA details as available on the website of the Insolvency and Bankruptcy Board of India (IBBI), the proposed IRP does not have a valid AFA at present. Therefore, this Adjudicating Authority appoints **Mr. Rajiv Bajaj** as the Interim Resolution Professional of the Corporate Debtor from the available list of panel of Resolution Professionals/Liquidators as maintained by the IBBI. The details of the IRP are as follows:

Name – Mr. Rajiv Bajaj

Registration No. - IBBI/IPA-002/IP-N00276/2017-18/10834

Email - rbajajip@gmail.com

- c. The IRP so appointed shall file consent in Form-2, valid AFA and disclosure about non-initiation of any disciplinary proceedings against him, within three working days (3) of pronouncement of this order.
- d. We direct the applicant to deposit a sum of Rs. 2 lacs with the Interim Resolution Professional, namely, to meet out the expenses to perform the 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 one week from



the date of receipt of this order by the Financial Creditor. The amount, however, be subject to adjustment by the Committee of Creditors, as accounted for by Interim Resolution Professional, and shall be paid back to the Financial Creditor.

e. 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:

- i. *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;*
- ii. *Transferring, encumbering, alienating or disposing of by the corporate debtor any of its assets or any legal right or beneficial interest therein;*
- iii. *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;*
- iv. *The recovery of any property by an owner or lessor, where such property is occupied by or in the possession of the corporate debtor.*
- v. *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.*



It is made clear that the provisions of moratorium shall not apply to transactions which might be notified by the Central Government or 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.

- g.** The Interim Resolution Professional shall perform all the functions 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. 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 be required by him in managing the day-to-day affairs of the 'Corporate Debtor'.
- h.** 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 Tribunal with a prayer for passing an appropriate order.
- i.** 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 its obligation imposed by Section 20 of the Code and perform all her functions strictly in accordance with the provisions of the Code, Rules and Regulations.
- j.** The Registry is hereby directed to communicate a copy of the order to the FC, the Corporate Debtor, the IRP and the Registrar of Companies, NCR, New



Delhi, by Speed Post and by email, at the earliest but not later than seven days from today, and upload the same on website immediately after pronouncement of the order. The Registrar of Companies shall update its website by updating the status of the Corporate Debtor, and specific mention regarding admission of this petition must be notified.

xviii. Accordingly, the instant application filed under section 7 of the Code, 2016 bearing **CP I.B.127 (ND) of 2025** stands **admitted**.

-SD/-

**ATUL CHATURVEDI
MEMBER (TECHNICAL)**

-SD/-

**MAHENDRA KHANDELWAL
MEMBER (JUDICIAL)**