IN THE NATIONAL COMPANY LAW TRIBUNAL

COURT-VI, NEW DELHI BENCH

COMPANY PETITION IB (IBC) NO. 470/ND/2024

A petition 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:

M/S.CAPITAL TRADE LINKS LIMITED
Having its Registered office at: B – 4, LGF Ashoka Niketan Delhi 110092 India Through its Authorized Signatory Mr. Shivam Kuntal cs@capitaltrade.in.

...Petitioner/Financial Creditor

Versus

M/S CAPABLE BUILDWELL PRIVATE LIMITED
Having its Registered office at UB-36 A,
Antrix Bhawan 22,
Kasturba Gandhi Marg
New Delhi-110001
capablebuild@gmail.com

...Respondent/Corporate Debtor

Order Delivered on: 06.08.2026

CORAM:

JUSTICE JYOTSNA SHARMA	**MS. ANU JAGMOHAN SINGH**
HON'BLE MEMBER (JUDICIAL)	**HON'BLE MEMBER (TECHNICAL)**

APPEARANCES:

For the Applicant	**:**	Adv. Pankaj Agarwal, Adv. Shashwat Srivastava, Adv. Mrigangi Parul
For the Respondent	**:**	Akhil Shankhwar, Adv.

ORDER

1. This is a Company petition 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 **M/s Capital Trade Links Limited** (hereinafter referred to as 'Financial Creditor'), seeking to initiate Corporate Insolvency Resolution Process ("CIRP") against **M/s Capable Buildwell Private Limited** ("Corporate Debtor").

2. The present petition was filed on 05.08.2024 on the ground that the Corporate Debtor has defaulted to make a payment of sum of **Rs.13,55,07,055/-** (Rupees (Rupees Thirteen Crores Fifty-Five Lakhs Seven Thousand Seven Fifty-Five Only).

3. The Corporate Debtor was incorporated on 14.09.2017 under the provisions of the Companies Act, 2013 and has its registered office at UB-36 A, Antrix Bhawan 22, Kasturba Gandhi Marg, New Delhi-110001. Therefore, this Adjudicating Authority has territorial jurisdiction to entertain and adjudicate the present Petition.

4. **Submission made by Financial Creditor:**

I. That the Financial Creditor is a RBI registered Non-Banking Financial Company and is Public Limited Company, engaged in the business of providing financial services and money lending services by way of secured and unsecured loans and micro financing to its various customers.

II. That the Corporate Debtor approached the Applicant in October 2017 for availing Loan facility. Upon request of the Corporate Debtor, the Financial Creditor agreed to provide loan facility to the Corporate Debtor as per terms mutually accepted by the parties. The Applicant vide Loan Agreement dated 13.11.2017 sanctioned Fund based facilities (Business Loan) to the Corporate Debtor, for a period of 24 months, to the tune of Rs. 7 Crores.

III. That after the execution of the loan agreement, applicant disbursed loan amounts as per requests raised by Corporate Debtor. That the dates of disbursement are as per statement of bank account of the Financial Creditor maintained for the period 11.10.2017 to 07.01.2023 which are annexed to this Application. That, in terms of the Loan Agreement, the Corporate Debtor was liable to pay interest @ 24% on the principal amount.

IV. That as per the account statement filed by the applicant from 2017 to 2023, Corporate Debtor made certain payments in discharge of its liabilities payable in terms of the loan Agreement. On 26.02.2022 Corporate Debtor made last payment. That as per bank records from 2017 to 2023, Corporate Debtor has made payments amounting to Rs.5,85,76,585 (Rupees Five Crore Eighty-Five Lakhs Seventy-Six Thousand Five Hundred Eighty-Five only).

V. That, on request of Corporate Debtor, Applicant issued a Sanction Letter dated 15.07.2022 to Corporate Debtor, sanctioning an additional loan facility to Corporate Debtor. Copy of Sanction Letter dated 15.07.2022 for sum of Rs.20,00,00,000/- (Rs. Twenty Crores Only) is annexed in additional affidavit dated 25.03.2025 filed by the Applicant.

VI. That the Applicant has sent Notice dated 13.04.2023 to Corporate Debtor for repayment of Loan amount and the interest as per the Loan Agreement dated 13.11.2017. Copy of Notice dated 13.04.2023 sent by Financial Creditor to Corporate Debtor is annexed with the application as Annexure A-4. Further a second Notice dated 13.06.2024 was sent to Corporate Debtor requesting to pay the outstanding dues along with the interest at the earliest (Annexure A-5 of the application).

VII. Despite the demand notice demanding outstanding dues of Rs.13,55,07,055/- (Rupees Thirteen Crores Fifty-Five Lakhs Seven Thousand Seven Fifty-Five Only) which the Corporate Debtor failed to pay. Hence this petition is filed.

5. Submissions made by the Corporate Debtor:

I. That the present petition seeking initiation of Corporate Insolvency Resolution Process against the Corporate Debtor Company is not maintainable under Section 7 of the Code, as there is no default on part of the Corporate Debtor Company in terms of Section 3(12) of the Code, 2016.

II. That the application filed by the Applicant through an officer/employee i.e, Legal officer of the Applicant who has been authorized by a Board Resolution dated 30.12.2023 is general authorization and the same does not confer specific authority to initiate CIRP against the present Corporate Debtor ("CD").

III. That the Financial Creditor had sanctioned a loan facility for a period of 24 months under the Loan Agreement dated 13.11.2017 to Corporate Debtor, with the repayment tenure stated to expire on 01.10.2019. However, despite the stipulated tenure, the Financial Creditor continued to disburse the loan in multiple tranches up to 07.01.2023, and therefore the expiry of the original repayment period could not be treated as the date of default. It was further contended that the Financial Creditor itself acknowledged receipt of payments from the Corporate Debtor up to 26.02.2022, as reflected in the table annexed to the Petition. It is further submitted that the ledger maintained by the Corporate Debtor showed payments being made up to 23.03.2023 through banking channels. As per the Corporate Debtor's ledger, an additional sum of ₹2,20,19,090/- has been paid to the Financial Creditor, which has been omitted from the Petition without justification.

IV. That the interest component has been calculated at a flat rate of 24% per annum, though the same was never mutually agreed upon by the parties. In fact, the agreed rate of interest between the parties was 9% p.a., which was consistently being paid by the Corporate Debtor and is duly reflected in the ledger maintained by the Corporate Debtor. Moreover, Corporate Debtor has been making regular payments up to 23.03.2023, and at no point did Financial Creditor raise any dispute regarding the applicable interest rate. Despite this, no interest computation or break-up has been provided in the present Petition to demonstrate how Financial Creditor arrived at a claimed amount of INR 13,55,07,055/-, particularly after having received a total payment of INR 8,05,95,675/- from Corporate Debtor.

V. That, pursuant to the direction of this Adjudicating Authority to clarify the date of default, the Financial Creditor filed an affidavit stating that the initial date of default was 13.11.2019, however, this claim is untenable, as Financial Creditor continued to make disbursements till 07.01.2023, and Corporate Debtor was also making regular payments during this period. It is further submitted by Corporate Debtor that the Financial Creditor had issued a fresh Sanction Letter dated 15.07.2022 extending an additional loan facility with a repayment tenure of 24 months from the date of disbursement. Although no disbursement under the said sanction had been established by the Financial Creditor through any supporting bank statement, it was contended that the last admitted disbursement having been made on 15.07.2022, the repayment period, even under the fresh sanction, would extend for 24 months therefrom, rendering the present application premature.

VI. That upon proper reconciliation of accounts and the ledger maintained by the Corporate Debtor, the actual outstanding amount stands at only Rs.64,71,525/-. This includes all repayments, including Rs.2,20,19,090/- already paid by the Corporate Debtor but deliberately excluded by the applicant in its computation.

Analysis and Findings -:

6. Heard the Learned Counsel for the petitioner and respondent and perused the material on record.

7. The record show that M/s Capable Buildwell Private Limited ("Corporate Debtor"), availed financial assistance from the Financial Creditor vide loan agreement dated 13.10.2017 for Rs.7 Crores. The said loan was for a period of 24 months at interest rate of 24%. Further, a Sanction Letter dated 15.07.2022 was issued to Corporate Debtor, sanctioning an additional loan facility to Corporate Debtor, for a sum of Rs.20,00,00,000/- (Twenty Crores Only). It is an admitted fact by both the parties that the Corporate Debtor continued to make part payments in lieu of the liability towards loan first availed. As per bank records of Financial Creditor from 24.11.2017 to 26.02.2022, Corporate Debtor has made part payment of Rs.5,85,76,585 (Rupees Five Crore Eighty-Five Lakhs Seventy Six Thousand Five Hundred Eighty Five only). Thereafter, the financial Creditor sent notices to the Corporate Debtor on 13.04.2023 and again on 13.06.2024, requesting to repay the Loan amount, amounting to **Rs.13,55,07,055/-**.

8. The Corporate Debtor has raised following objections;

i. The Corporate Debtor has raised an issue regarding the date of default and the limitation period, contending that although the Financial Creditor has stated the date of default as 01.10.2019 and filed the application on 05.08.2024 moreover the Corporate Debtor continued to make payments even after 01.10.2019, thereby disputing the alleged date of default and the maintainability of the application within limitation.

ii. That the board resolution authorizing the Authorized representative is general and not a specific Board Resolution for initiation of Corporate Insolvency Proceedings against Corporate Debtor.

iii. That upon proper reconciliation of accounts and the ledger maintained by the Corporate Debtor, the actual outstanding amount stands at only ₹64,71,525/-(which is below the threshold limit). This includes all repayments, including Rs.2,20,19,090/- already paid by the Corporate Debtor but deliberately excluded by the applicant in its computation.

9. We take note of the loan agreement dated 13.10.2017 wherein a loan of 7 Crores with 24% interest (Annexure 2, page 48 of the application) was sanctioned to the Corporate Debtor. The Bank account evidences the disbursement of loan to the Corporate Debtor by the Financial Creditor. As per the terms of the loan agreement, the due date for payment of loan amount along with interest was 01.10.2019. On account of non-payment of loan, the Corporate Debtor stood in default as on 01.10.2019. After default on 01.10.2019 the Corporate Debtor made certain payments, however in our view this not alter the fact that Corporate Debtor had defaulted in payment. Moreover, the Corporate Debtor's continued payment upto 26.02.2022 is a clear acknowledgement of debt thereby extending the limitation period for filing the present application. Though another loan was sanctioned on 15.07.2022. That loan agreement is a result of a fresh loan and is not a continuation of the earlier loan dated 19.10.2017. The Corporate Debtor already stood defaulted.

10. It is observed that the contention of the Corporate Debtor that the Board Resolution dated 30.12.2023 is a general authorization and not a specific resolution for initiating proceedings under Section 7 of the Code is untenable. The Board Resolution sufficiently authorizes the Authorized Representative to institute legal proceedings on behalf of the Financial Creditor.

11. Vide order dated 07.08.2025, the Financial Creditor was directed to clarify the basis for arriving at the default amount of Rs.13,55,07,055/-. In response, vide affidavits dated 01.12.2025 and 11.05.2026, the Financial Creditor submitted that the Corporate Debtor had filed an incomplete and fabricated ledger account reflecting only selective receipts and repayments, suppressing the interest payable despite its express admission, and including certain repayment entries which, according to the Financial Creditor, were never received. The Financial Creditor accordingly placed the following chart on record to explain the discrepancy:

Date of Entry	Type of Entry	Amount	Remark
31.03.2018	Journal Entry	20,12,251	No amount was received by FC from CD – Wrong entry have been punched by CD and credit have been made in account of FC without any actual payment
31.03.2019	Journal Entry	53,05,105	No amount was received by FC from CD – Wrong entry have been punched by CD and credit have been made in account of FC without any actual payment
03.03.2020	Kiran Udyod Pvt Ltd.	3,00,000	No amount was received by FC from CD – Entry of one Kiran Udyod Pvt Ltd. Have been added in account of FC.
31.03.2020	Journal Entry	29,34,844	No amount was received by FC from CD – Wrong entry have been punched by CD and credit have been made in account of FC without any actual payment
Total		**1,05,52,200**	

S.NO	DATE	AMOUNT DISBURSED	AMOUNT RECEIVED	FORGED TRANSACTION SHOWING IN THE LEDGER OF CD
1.	11-10-2017	89,000		
2.	13-10-2017	1,000		
3.	13-11-2017	27,00,000		

4.	14-11-2017	60,00,000		
5.	14-11-2017	25,00,000		
6.	14-11-2017	40,00,000		
7.	14-11-2017	35,00,000		
8.	15-11-2017	48,00,000		
9.	15-11-2017	20,00,000		
10.	15-11-2017	32,00,000		
11.	15-11-2017	23,00,000		
12.	20-11-2017	37,25,000		
13.	20-11-2017	99,00,000		
14.	20-11-2017	99,00,000		
15.	23-11-2017	29,00,000		
16.	23-11-2017	8,42,000		
17.	24-11-2017	41,58,000		
18.	24-11-2017	32,50,000		
19.	28-11-2017	22,50,000		
20.	31.03.2018			20,12,251
21.	01-05-2018		20,15,585	
22.	02.06.2018	25,00,000		
23.	16.10.2018		70,00,000	
24.	20.10.2018		30,00,000	
25.	17.01.2019			2,00,000
26.	31.02.2019			53,05,105
27.	23.05.2019		50,00,000	
28.	27.05.2019		30,00,000	
29.	15.07.2019		23,00,000	
30.	16.07.2019		42,00,000	
31.	16.07.2019		22,00,000	
32.	17-07-2019		13,00,000	
33.	24-07-2019		24,50,000	
34.	24-07-2019		30,50,000	
35.	25-07-2019		27,00,000	
36.	29-07-2019		50,00,000	
37.	03-08-2019		4,00,000	
38.	20.08.2019			15,00,000
39.	23.10.2019			1,85,000
40.	11.11.2019			1,84,090
41.	24.12.2019			1,40,000
42.	28-01-2020		4,80,000	
43.	11-02-2020		1,91,000	
44.	03.03.2020			3,00,000
45.	31.03.2020			29,34,844
46.	02-11-2020		2,90,000	
47.	02-11-2020		48,00,000	
48.	11-11-2020		31,00,000	
49.	04.01.2021			3,27,000
50.	05.01.2021			73,000
51.	26.07.2021			50,00,000
52.	26-07-2021		5,00,000	25,00,000
53.	28.07.2021			14,20,000
54.	30.07.2021			15,00,000
55.	23.02.2022			88,00,000
56.	23.02.2022			7,00,000
57.	24.02.2022			41,00,000
58.	26-02-2022		50,00,000	
59.	26.02.2022		6,00,000	
60.	11-11-2022	6,50,000		
61.	12-11-2022	10,00,000		
62.	15-11-2022	9,50,000		
63.	18-11-2022	14,00,000		
64.	07-01-2023	3,00,000		
TOTAL		**7,48,15,000**	**5,85,76,585**	**3,71,81,290**

Upon perusal of the chart and the material on record, it is observed that a comparison of the ledger account filed by the Corporate Debtor with records produced by the Financial Creditor reveal discrepancies, as certain entries reflected in the Corporate Debtor's ledger do not prove payments received by the Financial Creditor. The ledger filed by the Corporate Debtor is also not supported by any corresponding bank statements, nor has the Corporate Debtor placed on record its own bank statements to substantiate the alleged repayments. Further, the Corporate Debtor has accounted only for the banking transactions without computing the interest payable on the outstanding loan amount. Accordingly, the default amount claimed by the Financial Creditor appears to be duly substantiated.

12. Further, 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 para 9, the twin conditions of Section 7 i.e. 'Debt 'and 'Default' are established.

13. 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."*

14. 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.

15. 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)-470/(ND)/2024 filed by the Financial Creditor, **M/s Capital Trade Links Limited** 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 Capable Buildwell Private Limited** the Corporate Debtor, stands admitted and CIRP of **M/s Capable Buildwell Private Limited** is initiated.

16. That the petitioner in part-III of the petition has proposed the name of ***CA Shivanand Chaudhary*** ,as Interim Resolution Professional, having Registration Number-***IBBI/IPA001/IP-P-02661/2021-2022/14049*** and E-mail Id- cashivanand12@gmail.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.

17. 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.

18. 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.

19. 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.

20. We direct the applicant Financial Creditor to deposit a sum of Rs. 2 Lakhs (Two Lakh Rupees) with the Interim Resolution Professional namely ***CA Shivanand Chaudhary*** 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. Accordingly, the instant application filed under Section 7 of the Code, 2016 bearing C.P. I.B./470 (ND)/2024 stands admitted.

26. A certified copy of this order may be issued, if applied for, upon compliance with all requisite formalities.

Sd/-	**Sd/-**
(ANU JAGMOHAN SINGH) **MEMBER (TECHNICAL)**	**(JYOTSNA SHARMA)** **MEMBER (JUDICIAL)**