



IN THE NATIONAL COMPANY LAW TRIBUNAL, BENGALURU BENCH
*(Exercising powers of Adjudicating Authority under
The Insolvency and Bankruptcy Code, 2016)*

CP (IB) No. 202/BB/2025
*(Application u/s. 7 of the Insolvency and Bankruptcy Code, 2016
Read with Rule 4 of the Insolvency and Bankruptcy
(Application to Adjudicating Authority) Rules, 2016.)*

IN THE MATTER OF:

Omkara Assets Reconstruction Private Limited

No. 9, M.P. Nagar, First Street,
Kongu Nagar Extension, Tirpur,
Tamil Nadu- 641607.

... Petitioner/Financial Creditor

VERSUS

Sriram Infraprojects & Ventures Private Limited

No.56, 7th B Main Road,
4th Block Jayanagar,
Bangalore, Karnataka 560011

... Respondent/Corporate Debtor

Order delivered on: 28/09/2026

Coram: Shri. Sunil Kumar Aggarwal, Hon'ble Member (Judicial)
Shri. Radhakrishna Sreepada, Hon'ble Member (Technical)

ORDER

1. This Petition has been filed on 03.02.25 under Section 7 of the Insolvency and Bankruptcy Code, 2016 (hereinafter referred to as 'IBC/Code') read with Rule 4 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016 by **Omkara Assets Reconstruction Private Limited** (hereinafter referred to as 'Petitioner/Financial Creditor') with a prayer to initiate the Corporate Insolvency Resolution Process ('CIRP') against **Sriram Infraprojects & Ventures Private Limited** (hereinafter referred to as 'Respondent/Corporate Debtor') for a total outstanding debt of **Rs.81,66,47,159/-** (Rupees Eighty-One



Crores Sixty-Six Lakhs Forty-Seven Thousand One Hundred Fifty-Nine Only) as on 10.12.2024 comprising principal amount of Rs. 17,87,96,933, interest of Rs. 31,99,10,653/-, penal interest of Rs. 31,79,39,573/- with Date of Default being 30.09.2018.

2. The Petitioner/Financial Creditor was assigned the subject loan facilities vide Deed of Assignment dated 10.01.2023 by **Piramal Capital & Housing Finance Limited** ('PCHFL'). The Corporate Debtor was incorporated on 19.09.2011 under the Companies Act, 2013 and has Corporate Identification No. U70100KA2011 PTC060474, and is engaged in the business of real estate development.
3. Brief facts of the Petition are given hereunder:
 - i. **Dewan Housing Finance Corporation Limited** ('DHFL') was a Housing Finance Company engaged in the business inter-alia of providing Home Loans, Mortgage Loans, SME Loans, Wholesale/Project Loans and other financial services.
 - ii. Upon the request of the Corporate Debtor, DHFL had sanctioned a Project Loan of **Rs. 35,00,00,000/-** (Rupees Thirty-Five Crores Only) ('the Loan') vide Sanction Letter bearing Ref. No. DHFL/2015-16/PF/BA/570 dated 27.06.2015 under Loan Account Code No. 00006106, for the construction and development of the project "**Sriram Riverwoods**" situated at Nettigere Village, Uttarahalli, Bengaluru. On acceptance of the terms of Sanction Letter, the Corporate Debtor had executed a Loan Agreement dated 30.06.2015.
 - iii. As per the Loan Agreement, the tenure of the Loan was 60 months and the interest and principal were to be paid in 24 EMIs commencing 3 years from the date of first disbursement. The interest during the said period of 3 years was required to be paid on the 1st of every month in advance at the stipulated rate till commencement of EMIs. The loan amount carried a floating rate of interest of **20.25 % p.a.** payable monthly. Further, in case of occurrence of an Event of Default, an **additional interest at 24%**



p.a. was agreed to be paid at monthly rests for the period of delay in payment of any instalment of interest/principal beyond the 10th day of each month.

- iv. The Corporate Debtor had also executed a Deed of Simple Mortgage dated 30.06.2015, registered as Document No. 2699/2015-16 at the office of the Sub-Registrar, Jayanagar, Bengaluru, thereby creating security interest over its properties in favour of DHFL. Simultaneously, the Corporate Debtor had executed a Deed of Hypothecation thereby hypothecating the entire receivables of the project "Sriram Riverwoods" in favour of DHFL.
- v. On the basis of the terms of the Sanction Letter and the Loan Documents, DHFL had disbursed a sum of **Rs. 17,60,00,000/-** (Rupees Seventeen Crores Sixty Lakhs Only) to the Corporate Debtor. The Corporate Debtor availed the Loan undertaking to repay the same through Pre-EMIs/EMIs as stipulated, however, the Corporate Debtor committed defaults in payment of the Pre-EMIs and EMIs, despite repeated requests and follow-ups by DHFL.
- vi. Consequent upon the said defaults, the Corporate Debtor's account was classified as a Non-Performing Asset (NPA) by DHFL with effect from 30.09.2018, in accordance with the guidelines issued by the National Housing Bank.
- vii. DHFL thereafter issued a recall notice dated **21.11.2018**, calling upon the Corporate Debtor to repay the outstanding dues. This was followed by a demand notice dated **29.01.2019** issued under Section 13(2) of the SARFAESI Act, 2002, and a notice dated **25.06.2019** issued under Section 13(4) of the SARFAESI Act, 2002 for taking possession of the secured assets of the Corporate Debtor.
- viii. The Corporate Debtor had, vide email dated **12.08.2020**, proposed a one-time settlement offering Rs. 10,00,00,000/- (Rupees Ten Crores Only)



towards the outstanding dues, payable within 2 working days of acceptance by DHFL.

- ix. Meanwhile, the Reserve Bank of India had filed a petition to initiate CIRP against DHFL and the same was admitted by Hon'ble NCLT, Mumbai Bench on 03.12.2019 in **Reserve Bank of India v. DHFL, CP No. 4258/MB/C-II/2019**. Further, on 07.06.2021, a Resolution Plan dated 22.10.2020, submitted by PCHFL was approved and DHFL remained as a continuing legal entity after the approval of the Resolution Plan submitted by PCHFL. On 03.11.2021, the reverse-merger between DHFL and PCHFL was completed and name of DHFL was changed to PCHFL.
- x. Subsequently, vide a **Deed of Assignment dated 10.01.2023**, Piramal Capital & Housing Finance Limited assigned all its rights, title, interest, benefit and underlying security under the finance and security documents executed by and between DHFL, Principal Borrower and the Corporate Debtor etc. to Omkara Assets Reconstruction Private Limited.
- xi. The Corporate Debtor, vide a letter dated **05.05.2023**, sent a foreclosure letter with regard to the outstanding loan account, proposing full and final settlement for Rs. 18,00,00,000/- (Rupees Eighteen Crores Only), on the basis that an investor, **M/s MPS Hospitality Services**, had come forward to purchase the Corporate Debtor's property and discharge the said amount and undertook to execute a sale deed of the mortgaged properties in favour of the said investor. This was reiterated in letter dated **08.05.2023** offering Rs. 18,00,00,000/- as One Time Settlement, to be funded through the said investor.
- xii. Despite the aforesaid proposals, no settlement materialized, and the Corporate Debtor continues to be in default. The total amount of debt due and payable by the Corporate Debtor as on 10.12.2024 amounted to Rs. 81,66,47,159/- (Principal: Rs. 17,87,96,933/-; Interest Rs. 31,99,10,653/- Penal Interest: Rs. 31,79,39,573/-). Hence, this Petition.



4. On notice of the petition being issued the Respondent could not be served through Regd./Speed post which returned undelivered with report “**Item Returned - No such person in the address**”. Thereafter, the Petitioner filed IA No. 362/2026 for substituted service of the Respondent which was allowed vide order dated 23.04.2026 and the petitioner was instructed to serve notice through substituted means of paper publication in two daily newspapers i.e. one in English and other in Kannada having wide circulation in the area where respondent is existing. The Petitioner in compliance thereof has filed an affidavit dated 02.06.26 with clippings of the publications in **Business Standard** (English edition) and **Udayakala** (Kannada edition) both dated 13.05.2026. The respondent therefore, was deemed to have been duly served. Since none had appeared on behalf of the Respondent despite being served with notice of petition, vide order dated 08.07.2026, it was proceeded **ex-parte**.
5. Initially the copy of order of approval of the Resolution Plan of DHFL in favour of Piramal Capital & Housing Finance Limited had not been filed by the petitioner to complete the chain of documents establishing its entitlement. Pursuant to order dated 12.08.2026, the concerned documents are filed vide Dy. No. 8608 dated 08.09.2026.
6. We have heard Ld. Counsel for the Petitioner and carefully perused the pleadings and material available on record. In the absence of any rebuttal by the Corporate Debtor, the evidence produced by the Petitioner remains uncontroverted.
7. In so far as limitation is concerned, the date of default/NPA is 30.09.2018. The Corporate Debtor's proposal dated 12.08.2020 offering One Time Settlement constitutes first acknowledgment of liability under Section 18 of the Limitation Act, 1963, thereby extending the limitation period by a period of three years. Its subsequent letters dated 05.05.2023 and 08.05.2023 offering One Time Settlement of Rs. 18,00,00,000/-, constitute second and third acknowledgments of liability and having been within the limitation period, further extended the limitation period by three years. In view of the above, and in light of judgments



in *Dena Bank v. C. Shivakumar Reddy*, (2021) 10 SCC 330 and *Tejas Khandhar v. Bank of Baroda* [Company Appeal (AT) (Insolvency) No. 371 of 2020], wherein it was held that fresh Limitation arises from the date of OTS as it amounts to acknowledgements of debt, the petition is held to have been filed within the limitation period.

8. Under Section 7 of the Insolvency & Bankruptcy Code, the Adjudicating Authority is required to be satisfied that a financial debt exists and that a default has occurred. In the present case, the material on record, including the loan documents and the OTS proposals by the Corporate Debtor clearly establish the existence of a financial debt and the occurrence of default. Hon'ble Supreme Court has held in *Innovative Industries Ltd. v. ICICI Bank & Ors.*, (2018) 1 SCC 407, that at the stage of admission, the Adjudicating Authority is only required to ascertain the existence of a default from the records placed before it.
9. Vide order dated 12.08.2026, this Authority recorded that the Respondent had been proceeded **ex parte**. It has been informed that the concerned housing project of the Corporate Debtor, "**Sriram River Woods**", has remained stalled since 2024. The project comprises a land area of 2.5 lakh sq. ft., on which plotting has been completed and approximately 20% of the construction work has been completed.
10. In view of the foregoing, we are satisfied that a financial debt exists and that default in payment thereof by the Corporate Debtor has occurred. The amount of default being much above the prescribed threshold under Section 4 of the Code, the Petition having met all the essential ingredients, deserves to be admitted under Section 7 of the Insolvency and Bankruptcy Code, 2016.
11. Accordingly, **CP (IB) No. 202/BB/2025 is allowed and** the Corporate Debtor, **Sriram Infraprojects & Ventures Private Limited is directed to undergo the Corporate Insolvency Resolution Process** and moratorium in terms of Section 14 of the Code is declared imposing following prohibitions to be complied with by all concerned:



- 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;
12. It is further directed that the supply of essential goods or services, if any to the Corporate Debtor as may be specified, shall not be terminated or suspended or interrupted during the moratorium period in accordance with sub-section (2) of Section 14 of the Code;
 13. The provisions of Section 14(3) shall however, not apply to such transactions 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.
 14. The order of moratorium shall have effect from the date of this order till completion of the Corporate Insolvency Resolution Process or until approval of Resolution Plan under sub-section (1) of Section 31 or passing of an order for liquidation of Corporate Debtor under Section 33 of the IBC, as the case may be.
 15. Due to some issue regarding continuation of authorization of initially proposed Interim Resolution Professional - *M/s Truvisory Insolvency Professional Private Limited* IBBI/IPE-0103/IPA-2/2022-23/50020, the Financial Creditor has proposed **Mr. Nilesh Rajendra Kothari**, IBBI/IPA-002/IP-N01225/2022-2023/14132 and copy of his credential documents & written consent in Form No.2 and affidavit dated 19.02.2026 have been filed.



16. Accordingly, in exercise of the prerogative of the Financial Creditor, **Mr. Nilesh Rajendra Kothari** with Registration Number: IBBI/IPA-002/IP-N01225/2022-2023/14132, having registered address at - A-703, Iskon Riverside, Near Shelaleikh Society, Shahibaug, Ahmedabad, Gujarat-380004, e-mail: ***ip.nkothari@gmail.com***, is hereby appointed as Interim Resolution Professional of the Corporate Debtor to carry out the functions as prescribed under the IBC, 2016. The IRP is directed to take the steps as mandated under the IBC, particularly Sections 15, 17, 18, 20 and 21 of IBC, 2016 and strive to complete the process within prescribed timeline.
17. The Petitioner shall deposit a sum of **Rs.3,00,000/-** (Rupees Three Lakhs Only) with the IRP for meeting the initial expenses viz. issuance of public announcement and inviting claims. The said expenses shall be subject to ratification by the Committee of Creditors (CoC). The fee and other expenses of the IRP/RP shall thereafter be pragmatically determined by the CoC from time to time commensurate to work performance/undertaken keeping in view the provisions of the Code, 2016 and the relevant IBBI Regulations.
18. The IRP shall issue the public announcement in accordance with Section 15 of the Code and make all necessary compliances as contemplated under the Code, 2016 and the Regulations framed thereunder. **The RP shall issue individual notices to Jurisdictional Income Tax Authority; Principal Commissioner of Income Tax (Judicial), Bengaluru; Regional Provident Fund Commissioner; GST Commissioner; Commercial Tax Authority; recognized Labour Unions, ESI, etc** and submit proof of service with his first progress report.
19. The Board of Directors of the Corporate Debtor stand displaced from their position and is obligated to co-operate with the IRP/RP in smooth conduct of CIRP by handing over entire control, management and custody of physical/virtual books of accounts, financial statements, property documents, information including various login IDs, passwords, other assets of corporate debtor to the IRP/RP against receipt.



20. The Interim Resolution Professional shall after collation of all the claims received against Corporate Debtor and the determination of the financial position of the Corporate Debtor constitute a Committee of Creditors and shall file a report, certifying constitution of the Committee to this Tribunal on or before the expiry of thirty days from the date of his appointment, and shall convene first meeting of the Committee within seven days for filing the report of Constitution of the Committee in accordance with the provisions of the Code and the applicable Regulations.
21. The Interim Resolution Professional is further directed to send **monthly progress reports** to this Authority along with inside & outside photographs of project, office, installations, equipment, etc. of the Corporate Debtor, outside of the registered office, warehouse, installations, project site, plant, machinery, equipment and other assets, if any, of the Corporate Debtor. Upon taking control of the assets and management of the Corporate Debtor, the IRP/RP shall display, at a conspicuous place outside the premises of the Corporate Debtor, a board indicating that the Corporate Debtor is undergoing the CIRP, mentioning the case number and title together with the name and contact particulars of the IRP/RP to facilitate enquiries and submission of claims by stakeholders within the prescribed timelines. Photographs of the displayed board and the assets of the Corporate Debtor from various angles shall also be filed along with the progress report. The IRP shall perform all duties and exercise all powers conferred under Sections 17, 18, 20, 21 and other applicable provisions of the Insolvency and Bankruptcy Code, 2016.
22. A copy of the order shall be communicated to both the parties. Learned Counsel for the Petitioner shall deliver a copy of this order to the Interim Resolution Professional forthwith. **The Registry is also directed to forward a softcopy the IRP and Registrar of Companies, Karnataka by e-mail for necessary action.**

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RADHAKRISHNA SREEPADA
MEMBER (TECHNICAL)

-SD-

SUNIL KUMAR AGGARWAL
MEMBER (JUDICIAL)