



**IN THE NATIONAL COMPANY LAW TRIBUNAL
DIVISION BENCH (COURT- I) CHENNAI**

ATTENDANCE CUM ORDER SHEET OF THE HEARING
HELD ON **07.10.2026** THROUGH VIDEO CONFERENCE

**CORAM: HON'BLE SHRI. SANJIV JAIN, MEMBER (JUDICIAL)
HON'BLE SHRI VENKATARAMAN SUBRAMANIAM, MEMBER (TECHNICAL)**

Application No	:	
Petition No	:	CP(IBC)/89(CHE)/2026
Name of Petitioner	:	Sumukha Farm Products Pvt Ltd
&		Vs
Name of Respondent	:	Stalwart Agronomics Pvt Ltd
Section	:	9 Rule 6 of IBC, 2016

ORDER

CP(IBC)/89(CHE)/2026

Present: None for the Petitioner.
None for the Respondent.

Vide separate order pronounced in the open Court, the Petition is admitted.

CIRP initiated against the Corporate Debtor viz., Stalwart Agronomics Pvt Ltd.

Ms. Medha Kulkarni is appointed as the IRP.

**-sd-
[VENKATARAMAN SUBRAMANIAM]
MEMBER (TECHNICAL)**

MS

**-sd-
[SANJIV JAIN]
MEMBER (JUDICIAL)**

Date: 07.10.2026



**IN THE NATIONAL COMPANY LAW TRIBUNAL,
DIVISION BENCH – I, CHENNAI**

CP(IBC)/89(CHE)/2026

(filed under Section 9 of the Insolvency and Bankruptcy Code, 2016 R/w Rule 6 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016)

*In the matter of **Stalwart Agronomics Private Limited***

Sumukha Farm Products Private Limited,

No. 4, Srivari Towers, Kamraj Colony,
2nd Cross, Near Kotak Mahindra Bank,
Hosur, Tamilnadu – 635 109.

... Petitioner / Operational Creditor

Vs

Stalwart Agronomics Private Limited

S. No. 2/4, Kombadipatti Pirivu,
Peiyaseeragapadi (PO), Periaseragapadi,
Salem, Tamilnadu – 636 308.

... Respondent / Corporate Debtor

Present:

*For Petitioner : P. Chithra Nirmala, Advocate
K. Chandrasekaran, Advocate*

*For Respondent : K. Alakendran, Advocate
Thiyagaiya, Advocate*

CORAM:

**SANJIV JAIN, MEMBER (JUDICIAL)
VENKATARAMAN SUBRAMANIAM, MEMBER (TECHNICAL)**

Order Pronounced on 7th October, 2026



ORDER

(Heard Through Hybrid Mode)

1. This petition CP(IB)/89(CHE)/2026 under Section 9 of Insolvency and Bankruptcy Code, 2016 (IBC) has been filed on 10.04.2026 by Sumukha Farm Products Private Limited, Operational Creditor / Petitioner for initiating Corporate Insolvency Resolution Process (CIRP) against the Corporate Debtor Stalwart Agronomics Private Limited, Respondent for committing default in repayment of the operational debt to the Operational Creditor.
2. **Part – I** of the petition sets out the details of the Petitioner i.e. Sumukha Farm Products Private Limited. **Part – II** of the petition provides the details of the Corporate Debtor. It was incorporated on 20.08.2018 with paid up capital of Rs. 14,80,39,000/-. Its registered office is at 2/4, Kombadipatti Pirivu, Salem, Tamilnadu – 636308 within the jurisdiction of this Tribunal. In **Part – III** of the petition, the Petitioner has proposed the name of Interim Resolution Professional Ms. Medha Kulkarni with IBBI Reg. No. IBBI/IPA-001/IP-P00121/2017-18/10263. In **Part – IV** of the petition, the Petitioner has given the



particulars of debt being Rs. 7,41,10,905/- as on 20.01.2026 along with interest and the date of default being 20.01.2026.

3. As per the averments made in the petition, in 2018, the Respondent engaged in the business of trading agricultural products had approached the Petitioner for supply of agricultural inputs including water soluble fertilizers, micronutrient fertilizers, liquid fertilizers, micronutrient plant growth regulators etc., manufactured, procured and marketed by the Petitioner. It assured the timely payments against the invoices raised and executed dealership agreement (Annexure 1). The agreement stipulated a condition that in the event of any failure to remit payment within the prescribed period, the Respondent shall be liable to pay interest @ 24% per annum on the defaulted sum until the full and final settlement.
4. It is stated that in accordance with the dealership agreement, the Corporate Debtor issued multiple purchase orders. The conduct of the Corporate Debtor upto FY 2022-2023 was regular and it consistently adhered to the agreed payment timelines. However, from FY 2024-2025, it began to default in making timely payments of the invoice amounts. When the Petitioner raised the issue of such delays, the



Corporate Debtor failed to provide any satisfactory justification. Nevertheless, in order to preserve the long standing business relationship, Petitioner continued to supply goods. It has placed the copy of invoices from 01.07.2024 to 28.02.2025 as Annexure J. It is stated that on 05.12.2024, Petitioner issued a forewarning to the Corporate Debtor to clear the pending outstanding dues but the Corporate Debtor continued to abstain from making payments. W.e.f. 28.02.2025, the Petitioner ceased further delivery of supplies. It is stated that against the invoices for Rs. 6,81,47,898/- as per details from page 19 to 26, payment of Rs. 6,18,45,832/- is pending. On 20.08.2025, the Corporate Debtor executed debt conversion and secured loan agreement (Annexure L) in favour of the Petitioner agreeing to convert the outstanding trade receivables into a secured financial loan acknowledging the debt and undertaking to pay the principal outstanding amount together with interest @ 9% per annum in 60 equated monthly installments. The Directors of the Corporate Debtor also executed a deed of personal guarantee on 20.08.2025 (Annexure M). It is stated that despite that the Corporate Debtor failed to discharge its payment obligations. It is stated that Petitioner issued



number of email reminders to make payment as Annexure N collectively, but despite that the Corporate Debtor consistently failed to respond and neglected to fulfil its repayment obligations. It is stated that the Corporate Debtor also acknowledged the amount by endorsing the same on the ledger account maintained by the Petitioner and pursuant to multiple follow ups, remitted a sum of Rs. 37,50,000/- only.

5. It is stated that on 28.01.2026, Petitioner issued notice under Section 8 of IBC in Form 3 to the Corporate Debtor notifying the occurrence of default calling upon the Corporate Debtor to repay the unpaid operational debt within ten days as Annexure P collectively, but despite service of the demand notice, the Corporate Debtor did not make the payment and as on 20.01.2026, a sum of Rs. 7,41,10,905/- became due.
6. The Petitioner has enclosed copy of the invoices, dealership agreement, confirmation of accounts, debt conversion and secured loan agreement, deed of personal guarantee, email correspondences, bank statements and demand notice.



7. Notice of the petition was given to the Respondent. On 30.06.2026, the Counsel for the Respondent appeared and submitted that the Respondent has approached the Petitioner for settlement. After making the submission, the Corporate Debtor neither approached the Petitioner for settlement nor filed any reply and vide order dated 25.08.2026, it was set as ex-parte and its right to file reply was closed.
8. We have heard Ld. Counsels for the parties and perused the record.
9. A perusal of the petition and the documents reveals that the Respondent who was engaged in the business of trading agricultural products issued supply orders to the Petitioner who was the manufacturer / marketer of the products for supply of agricultural inputs. The Corporate Debtor entered into a dealership agreement binding itself to pay interest @ 24% per annum on the defaulted sum. The Corporate Debtor was regular in making payments upto FY 2022-2023 but thereafter it became irregular and started committing defaults in making payments against the invoices. Even then to maintain long standing business relationship, the Petitioner continued supplying the products on the supply orders. As per the details, against the invoices of Rs. 6,81,47,898/-, a sum of Rs. 6,18,45,832/- became outstanding. The



Corporate Debtor then executed debt conversion and secured loan agreement to pay the outstanding trade receivables which was guaranteed by its Directors on 20.08.2025 but despite that the Corporate Debtor failed to discharge its payment obligations and after multiple follow ups, it remitted a sum of Rs. 37,50,000/- only. As per the statement placed, the total amount due from the Corporate Debtor as on 20.01.2026 is Rs. 7,41,10,905/- inclusive of interest. The Petitioner sent a demand notice under Rule 3 and Section 8, but despite service, it neither responded to the demand notice nor made the payment. This petition has been filed on 10.04.2026 i.e. within a period of three years from the date of default.

10. The record shows that the Corporate Debtor had acknowledged its liability from time to time which is also apparent from the ledger statement filed by the Petitioner. There is no document showing that the Corporate Debtor at any time prior to issuance of demand notice raised any dispute on the quantity or the quality of the products supplied by the Petitioner. Even after getting notice of the petition, it did not file any reply. Nevertheless, it stated that it is exploring the possibility of settlement with the Petitioner.



11. In this case, the amount of debt in default is Rs. 7,41,10,905/- as on 20.01.2026. This petition has been filed on 10.04.2026 i.e. within the limitation period of three years from the date of default. Prior to filing of the petition, the Petitioner had served the demand notice under Section 8 of IBC. The Petition therefore meets the requisites for initiating Corporate Insolvency Resolution Process under Section 9 of IBC against the Respondent / Corporate Debtor.
12. For the forgoing reasons, **we admit the petition CP(IB)/89(CHE)/2026 and initiate Corporate Insolvency Resolution Process against the Corporate Debtor Stalwart Agronomics Private Limited under Section 9 of IBC.**
13. In the instant case, the Petitioner has proposed the name of Ms. Medha Kulkarni as Interim Resolution Professional. We thereby appoint **Ms. Medha Kulkarni with IBBI Registration No. IBBI/IPA-001/IP-P00121/2017-2018/10263 having her AFA valid upto 30.06.2027 (Email ID: medha1273@gmail.com) as IRP.** The proposed IRP who is appointed shall take forward the process of Corporate Insolvency Resolution of the Corporate Debtor. The IRP appointed shall take in this regard such other and further steps as are required under the



Statute, more specifically in terms of Section 15,17,18 of the Code and file her report within 20 days before this Bench. The powers of the Board of Directors of the Corporate Debtor shall stand superseded as a consequence of the initiation of the CIRP in relation to the Corporate Debtor in terms of the provisions of IBC, 2016.

14. The Operational Creditor is directed to pay a sum of **Rs. 3,00,000/- (Rupees Three Lakhs Only)** to the Interim Resolution Professional to meet out the expenses and to perform the functions assigned to her in accordance to Regulation 6 of Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016.
15. As a consequence of the petition being **admitted** in terms of Section 9(5) of the Code, the moratorium as envisaged under the provisions of Section 14(1) and as extracted hereunder shall follow in relation to the Corporate Debtor:
 - a. The institution of suits or continuation of pending suits or proceedings against the respondent 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 respondent 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 respondent 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 respondent.

Explanation.-For the purposes of this sub-section, it is hereby clarified that notwithstanding anything contained in any other law for the time being in force, a licence, permit, registration, quota, concession, clearance 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, shall not be suspended or terminated 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 or a similar grant or right during moratorium period;



16. However, during the pendency of the moratorium period in terms of Section 14(2) (2A) and 14(3) as extracted hereunder:

(2) The supply of essential goods or services to the Corporate Debtor as may be specified shall not be terminated or suspended or interrupted during moratorium period.

(2A) Where the interim resolution professional or resolution professional, as the case may be, considers the supply of goods or services critical to protect and preserve the value of the Corporate Debtor and manage the operations of such Corporate Debtor as a going concern, then the supply of such goods or services shall not be terminated, suspended or interrupted during the period of moratorium, except where such Corporate Debtor has not paid dues arising from such supply during the moratorium period or in such circumstances as may be specified.

(3) The provisions of sub-section (1) shall not apply to

- (a) such transactions, agreements or other arrangement as may be notified by the Central Government in consultation with any financial sector regulator or any other authority;
- (b) a surety in a contract of guarantee to a corporate debtor.



17. The duration of the period of moratorium shall be as provided in Section 14(4) of the Code and for ready reference reproduced as follows:

(4) The order of moratorium shall have effect from the date of such order till the completion of the Corporate Insolvency Resolution Process:

Provided that where at any time during the Corporate Insolvency Resolution Process period, if the Adjudicating Authority approves the Resolution Plan under sub-Section (1) of Section 31 or passes an order for liquidation of Corporate Debtor under Section 33, the moratorium shall cease to have effect from the date of such approval or Liquidation Order, as the case may be.

18. Based on the above terms, the **CP(IB)/89(CHE)/2026** stand **admitted** in terms of Section 9 of IBC, 2016 and the moratorium shall come in to effect as of this date. A copy of the Order shall be communicated to the Operational Creditor as well as to the Corporate Debtor above named by the Registry. In addition, a copy of the Order shall also be forwarded to IBBI for its records. Further, the Interim Resolution Professional above named who is figuring in the list of Resolution Professionals forwarded by IBBI be also furnished with copy of this



Order forthwith by the Registry, who will also communicate the initiation of the CIRP in relation to the Corporate Debtor to the Registrar of Companies concerned.

Sd/-

VENKATARAMAN SUBRAMANIAM
MEMBER (TECHNICAL)

Sd/-

SANJIV JAIN
MEMBER (JUDICIAL)