IN THE NATIONAL COMPANY LAW TRIBUNAL

DIVISION BENCH (COURT NO- II)

KOLKATA

C.P (IB) No. 54/KB/2026

An Application under Section 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:

ARYAN MINING AND TRADING CORPORATION PRIVATE LIMITED

...Financial Creditor

-VS-

SHEVIN CAPITAL SERVICES PRIVATE LIMITED

...Corporate Debtor

Coram:

Shri. Labh Singh, Member (Judicial)

Ms. Rekha Kantilal Shah, Member (Technical)

Appearances (via Physical/Video Conference):

For the Operational Creditor:

Mr. Aman Agarwal, Adv.

For the Corporate Debtor:

Mr. Ankan Rai, Adv.

Mr. Ratnesh Kumar Rai, Adv

Ms. Nabanita Manna, Adv.

Date of Pronouncement: 03.11.2026

O R D E R

Per: Rekha Kantilal Shah, Member (Technical)

1. The court convened through physical/hybrid mode.

2. The instant Petition is filed on 25.02.2026 by **Aryan Mining and Trading Corporation Private Limited** (herein referred to as 'Financial Creditor') through its authorized representative Mr. Rajat Mitra, under Section 7 of the Insolvency and Bankruptcy Code, 2016 (herein referred to as 'Code') read with Rule 4 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016, for initiation of Corporate Insolvency Resolution Process (herein referred to as 'CIRP') against **Shevin Capital Services Private Limited** (herein referred to as 'Corporate Debtor') for making default in payment of outstanding amount of **Rs. 1,14,76,223/-** (Rupees One Crore Fourteen Lakhs Seventy-Six Thousand Two Hundred and Twenty-Three only) included interest. The date of default as mentioned in Part-IV of the Application is **27.06.2025**.

3. The Financial Creditor i.e., **Aryan Mining and Trading Corporation Private Limited** was incorporated on 21.11.1936 under the provisions of Indian Companies Act, 1913, duly registered with Registrar of Companies Kolkata, West Bengal with CIN: U13100WB1936PTC008817, having registered office at 3A, 3rd Floor, Mukti World, 9/3B, Leela Roy Sarani, Kolkata, West Bengal- 700019.

4. The Corporate Debtor i.e., **Shevin Capital Services Private Limited** was incorporated on 07.08.1995 under the provisions of Companies Act, 1956, duly registered with Registrar of Companies Kolkata, West Bengal having with CIN: U65923WB1995PTC073390, having registered office at 75C, Park Street, 3rd Floor, Kolkata, West Bengal- 700016. Therefore, this Bench has jurisdiction to deal with this Application.

5. **BRIEF FACTS OF THE CASE:**

I. The present Application has been filed by **Aryan Mining & Trading Corporation Private Limited**, the Financial Creditor/Applicant, under Section 7 of the Code seeking initiation of CIRP against **Shevin Capital Services Private Limited**, the Corporate Debtor, in respect of the alleged financial debt and default arising out of the loan advanced by the Applicant to the Corporate Debtor.

II. It is stated that on **17.01.2017**, the Applicant extended a loan of **Rs. 75,00,000/-** to the Corporate Debtor for the purpose of business expansion. The loan was initially agreed to carry interest at the rate of **9% per annum**. The rate of interest was subsequently revised from time to time, as stated in the Application. The Applicant has relied upon the bank statement evidencing disbursement of the aforesaid amount to the Corporate Debtor.

III. It is further stated that the Corporate Debtor, vide **Confirmation of Accounts dated 01.04.2017**, acknowledged the outstanding amount of **Rs. 76,23,164/- as on 31.03.2017**, along with interest at the applicable rate. The Applicant has placed on record the said confirmation, together with the relevant bank statement and other financial records, in support of the existence of the financial debt. The Applicant has also relied upon the TDS/Form 26AS records and its ledger account to demonstrate the subsequent transactions and part-payments made by the Corporate Debtor.

IV. According to the Applicant, although certain part-payments were made by the Corporate Debtor during the period between **April 2018 and April 2024**, the entire outstanding liability was not discharged. The Applicant states that the payments so made were appropriated towards the outstanding liability, while a substantial amount continued to remain due and payable by the Corporate Debtor. The Applicant has accordingly relied upon its ledger account and the statement showing the computation of the outstanding principal and interest.

V. The Applicant further states that as on **31.01.2026**, an amount of **Rs. 1,14,76,223/-** was outstanding against the Corporate Debtor, comprising the principal amount together with accrued interest calculated at the agreed/revised rates. The Applicant has relied upon the statement/chart annexed with the Application for computation of the aforesaid amount.

VI. It is the case of the Applicant that despite repeated demands and reminders, the Corporate Debtor failed to liquidate the outstanding dues. Consequently, the Applicant issued a **demand notice dated 17.06.2025**, calling upon the Corporate Debtor to repay the outstanding amount within the stipulated period. The Corporate Debtor is stated to have responded thereto by its communication dated **27.06.2025**, where after the Applicant issued a further communication dated **01.09.2025** reiterating its demand for payment.

VII. The Applicant submits that the continued failure of the Corporate Debtor to discharge the outstanding financial debt constitutes a **"default" within the meaning of Section 3(12) of the Code**. The Applicant has, in support of its claim, placed on record the relevant bank statements, confirmation of accounts, ledger account, TDS/Form 26AS records, record of default maintained with NeSL, demand notices and the correspondence exchanged between the parties.

VIII. On the aforesaid basis, the Applicant has approached this Adjudicating Authority under **Section 7 of the Code**, seeking initiation of CIRP against the Corporate Debtor and appointment of an Interim Resolution Professional in accordance with the provisions of the Code.

6. **REPLY AFFIDAVIT ON BEHALF OF THE CORPORATE DEBTOR**

I. The Corporate Debtor, in its Affidavit-in-Reply, has opposed the present Application and has raised preliminary objections as to the maintainability of the proceedings. It is contended that the Application has been filed in abuse of the process of law and that the Financial Creditor has suppressed material facts and approached this Adjudicating Authority with an intention to wrongfully exert pressure upon the Corporate Debtor, rather than for resolution of insolvency.

II. The Corporate Debtor has denied that the amount of **Rs. 75,00,000/-** allegedly advanced by the Applicant constitutes a **"financial debt"** within the meaning of Section 5(8) of the Insolvency and Bankruptcy Code, 2016 ("the Code"). It is submitted that there was no loan agreement, sanction letter, repayment schedule or other document evidencing any borrowing arrangement between the parties. According to the Corporate Debtor, there was also no agreement stipulating payment of interest as consideration for the time value of money.

III. It is the case of the Corporate Debtor that the transaction between the parties arose out of a **commercial arrangement relating to two residential flats**. It is stated that, pursuant to separate Agreements for Sale dated **01.07.2016**, the Applicant had agreed to purchase two flats situated at premises No. 5B, Dover Lane, Kolkata – 700029 and Premises No. 8B, P.S. Gariahat, Kolkata – 700029. The Corporate Debtor

states that the sum of **Rs. 75,00,000/-** was paid in connection with the said transaction and towards the interior works and designing of the said flats, and not as a loan. Copies of the Agreements for Sale have been relied upon by the Corporate Debtor.

IV. The Corporate Debtor further states that, upon completion of the aforesaid real estate project, separate **Deeds of Conveyance dated 27.10.2021** were executed and registered in respect of the said flats. It is contended that the conveyances were made in favour of group companies of the Applicant and that the transactions relating to the flats demonstrate the true nature of the relationship between the parties. The Corporate Debtor has relied upon the said registered Deeds of Conveyance and the related documents in support of its contention.

V. It is further submitted by the Corporate Debtor that the parties and their respective group entities have had an ongoing business relationship and that several entities connected with the parties are under common management and/or have common directors or shareholders. In this regard, the Corporate Debtor has referred to **Ultimate Estates Private Limited, Panchanan Trading Private Limited and Siddha Conclave Private Limited**, and has placed on record their corporate documents, financial statements and other records. According

to the Corporate Debtor, these circumstances demonstrate the commercial nature of the transactions between the parties.

VI. The Corporate Debtor has further contended that the conduct of the Applicant itself demonstrates that the alleged amount was not treated as a loan at the relevant time. It is submitted that no demand for repayment of the alleged principal or interest was made for a considerable period and that the alleged loan transaction was sought to be characterised as such only subsequently. The Corporate Debtor therefore disputes the Applicant's assertion that the amount was advanced as a financial debt carrying interest.

VII. With regard to the Applicant's claim of interest, the Corporate Debtor has denied that any enforceable agreement existed for payment of interest at the rates claimed by the Applicant. It is contended that the alleged interest was merely a notional accrual and that the Applicant cannot rely upon unilateral entries in its books of account to establish either the existence of a financial debt or the rate of interest allegedly agreed between the parties.

VIII. The Corporate Debtor has also disputed the Applicant's reliance upon its **ledger/account statement**. It is submitted that the said ledger is unilateral and self-serving and, in the absence of an acknowledgement or corresponding document executed by the Corporate Debtor, cannot by itself establish the existence of a financial debt under the Code.

IX. In relation to the alleged **Confirmation of Accounts dated 01.04.2017,** the Corporate Debtor has denied and disputed the Applicant's reliance thereon. It is contended that the said document does not establish the existence of a loan transaction or an agreement to repay the alleged principal amount with interest. The Corporate Debtor has accordingly disputed the Applicant's interpretation of the said document.

X. The Corporate Debtor has specifically disputed the amount of **Rs. 1,14,76,223/-** claimed by the Applicant as outstanding as on 31.01.2026. It is contended that the computation furnished by the Applicant is unilateral and does not reflect any legally enforceable liability of the Corporate Debtor. The Corporate Debtor has also disputed the alleged outstanding principal and the interest component claimed thereon.

XI. The Corporate Debtor has further challenged the **Record of Default stated to have been generated through NeSL,** contending that the date of default recorded therein is incorrect. According to the Corporate Debtor, the Applicant cannot rely upon such record as conclusive proof of the existence of a financial debt or default, particularly when the underlying transaction itself is disputed.

XII. A specific objection regarding **limitation** has also been raised. The Corporate Debtor contends that the alleged amount of Rs. 75,00,000/- was stated to have been advanced on **17.01.2017,** whereas the present proceedings have been

instituted subsequently. It is submitted that the alleged transaction was not treated as a loan at the relevant time and that there was no valid acknowledgement or part-payment of a financial debt so as to extend the period of limitation. The Corporate Debtor has also disputed the Applicant's reliance upon TDS entries for this purpose.

XIII. The Corporate Debtor has further stated that the Applicant has initiated **criminal proceedings** concerning the same transaction, being Case No. CS/2017/2026 under Sections 314, 316, 318 and 61(2) of the Bharatiya Nyaya Sanhita, 2023, before the learned Magistrate. According to the Corporate Debtor, the initiation of such proceedings demonstrates that the transaction involves disputed questions of fact requiring adjudication in appropriate proceedings.

XIV. It is further submitted that the parties have maintained an ongoing business relationship since around 2012 in the ordinary course of commercial dealings. The Corporate Debtor contends that the transactions between the parties were governed by mutual understanding and commercial arrangements and were not in the nature of a financial accommodation or borrowing transaction.

XV. The Corporate Debtor has also relied upon the subsequent transactions concerning the aforesaid flats and the adjustment of the amounts paid towards the interior works and the consideration under the conveyance documents. It is contended



that the subsequent conduct of the parties is inconsistent with the Applicant's present assertion that the sum of Rs. 75,00,000/- constituted a loan repayable with interest.

XVI. On the aforesaid grounds, the Corporate Debtor has contended that the essential ingredients of a **financial debt under Section 5(8) of the Code are absent**, and consequently, there is no "default" in respect of any financial debt within the meaning of Section 3(12) of the Code. It is further submitted that the present Application is not maintainable under Section 7 of the Code and is liable to be dismissed.

XVII. The Corporate Debtor has lastly submitted that it is a **solvent and going concern company**, carrying on its business activities, and that the present proceedings have been initiated with the object of recovering a disputed commercial claim rather than for insolvency resolution. On this basis, the Corporate Debtor has prayed for dismissal of the Application.

7. **REJOINDER ON BEHALF OF THE OPERATIONAL CREDITOR**

I. The Applicant/Financial Creditor, by way of rejoinder, has denied the averments and contentions raised by the Corporate Debtor in its Affidavit-in-Reply and has reiterated the averments made in the Application. It is submitted that the defence taken by the Corporate Debtor is contrary to the

documents on record and amounts to an attempt to dispute an admitted financial transaction.

II. The Applicant has reiterated that the sum of **Rs. 75,00,000/-** was advanced by it to the Corporate Debtor as a **loan/financial accommodation for business purposes**. It is submitted that the Corporate Debtor itself had acknowledged the said transaction and the outstanding amount by way of its **Confirmation of Accounts dated 01.04.2017,** wherein an amount of **Rs. 76,23,164/-** was acknowledged as payable by the Corporate Debtor. According to the Applicant, the subsequent denial of the loan transaction by the Corporate Debtor is therefore an afterthought.

III. The Applicant has specifically denied the contention that the amount of Rs. 75,00,000/- was advanced towards the purchase of the flats or towards interior works. It is submitted that the Corporate Debtor has failed to produce any contemporaneous document establishing that the said amount was paid as consideration for any real-estate transaction or towards interior work. The Applicant contends that the documents relied upon by the Corporate Debtor do not alter the nature of the financial transaction forming the subject matter of the present Application.

IV. The Applicant has further contended that the Corporate Debtor's own documents and subsequent conduct establish the existence of the financial transaction. It is submitted that



the Corporate Debtor, having accepted receipt of the amount and having thereafter made payments towards the outstanding liability, cannot now contend that there was no loan transaction between the parties. In support thereof, the Applicant has placed reliance upon the **bank statements annexed as Annexure "A"** to the rejoinder, showing the payments/transactions made by the Corporate Debtor.

V. With regard to the contention that there was no written loan agreement, the Applicant has submitted that the absence of a formal loan agreement does not, by itself, negate the existence of a financial debt where the disbursement of money, the corresponding liability and the subsequent acknowledgements and payments are otherwise established from the record. The Applicant has reiterated that the transaction satisfies the ingredients of a **financial debt within the meaning of Section 5(8) of the Code**, being an amount disbursed against consideration for the time value of money.

VI. The Applicant has denied the allegation that the amount was not advanced as a loan/ICD and has submitted that the Corporate Debtor has failed to produce any contemporaneous document or correspondence in support of its version. According to the Applicant, the Corporate Debtor's subsequent attempt to characterise the amount as a payment connected with the real-estate transaction is unsupported by the contemporaneous record.

VII. The Applicant has also disputed the plea of **limitation** raised by the Corporate Debtor. It is submitted that the Corporate Debtor had acknowledged the outstanding amount by the Confirmation of Accounts dated **01.04.2017**, and had thereafter made payments towards the outstanding principal and interest. The Applicant has relied upon the relevant bank statements to demonstrate such payments and has contended that the same have the effect of extending the period of limitation in terms of **Section 19 of the Limitation Act, 1963**.

VIII. The Applicant has further disputed the Corporate Debtor's contention that the amount of Rs. 75,00,000/- was adjusted against the cost of interior works in the two flats. It is submitted that the Corporate Debtor has not produced any satisfactory contemporaneous record evidencing such adjustment. The Applicant has also disputed the interpretation sought to be placed by the Corporate Debtor upon the subsequent conveyance transactions and has maintained that such transactions do not extinguish the financial debt claimed in the present proceedings.

IX. The Applicant has denied that the interest claimed by it was merely notional or that there was no agreement or understanding regarding payment of interest. It is submitted that the records placed before this Adjudicating Authority, including the account statements and the subsequent payments

made by the Corporate Debtor, demonstrate the manner in which the financial transaction was acted upon between the parties.

X. The Applicant has also controverted the contention that the present Application has been filed merely for recovery of money. It is submitted that the Application has been filed under **Section 7 of the Code** upon the occurrence of default in respect of a financial debt and that the existence of other commercial dealings between the parties does not take away the Applicant's statutory remedy under the Code.

8. **ANALYSIS AND FINDINGS**

I. We have heard the Learned Counsels for the Financial Creditor and the Corporate Debtor and perused the averments made in the petition, reply, rejoinder and the written submissions presented by the parties. Since the registered office of the Corporate Debtor is in Kolkata, this Tribunal which has territorial jurisdiction over the State of West Bengal, is the Adjudicating Authority in relation to the prayer for initiation of CIRP in respect of the Corporate Debtor under Section 7 of the Code.

II. In order to affirm that this petition falls within the ambit of Section 7, we need to see whether there is a “debt” owed to the Financial Creditor and whether there is a “default” with respect to such debt.

III. In the present case there is no specific loan agreement between the Applicant and the Corporate Debtor. The Corporate Debtor requested the Applicant for a financial assistance in form of loan by letter dated 16.01.2017 amounting to Rs. 1,00,00,000/- @ 9% for business purposes and no tenure for repayment was fixed. Thereafter, the Applicant disbursed Rs. 75,00,000/- to the Corporate Debtor on 17.01.2017. The Financial Creditor made numerous requests for repayments and also issued a legal notice dated 17.06.2025 for recovery of outstanding loan amounting to Rs 1,07,26,223 as on 31.03.2025 but the Corporate Debtor never made any payments. The total amount as declared outstanding and claimed by the Financial Creditor in Part IV is Rs. 1,14,76,223 (Rupees One Crore Fourteen Lakhs Seven-Six Thousand Two Hundred and Twenty-Three only) as on 27.06.2025.

IV. On the perusal of the documents as placed before us such as Letter dated 16.01.2017 (at pages 41 of the petition) and Copy of Bank Account Statements dated 17.01.2025 (at pages 33 of the petition), it is established that there was disbursal of financial assistance by the Financial Creditor in favor of Corporate Debtor. Furthermore, on the basis of Bank Account Statement of Financial Creditor and the signed Confirmation of Account Statement issued by Corporate Debtor (at pages 42 of the petition), it is concluded that the Corporate Debtor owes debt worth Rs. 76,23,164/- (Rupees Seventy-Six Lakhs Twenty-

Three Thousand One Hundred and Sixty-Four only) as on 01.04.2017 to the Financial Creditor. However, there is a Form 26AS filed by the Corporate Debtor with the income tax authority (at pages 58 of the petition) and such form acknowledges that there was money transactions between the parties herein.

V. Further, the Corporate Debtor has nowhere denied the existence of the debt in its averments. Therefore, one essential ingredient with respect to Section 7, that there has been a "debt", stands substantiated.

VI. Having held that the transaction constitutes a financial debt, the next question is whether there has been a default within the meaning of Section 3(12) of the IBC. "Default" means non-payment of whole or part of the debt when the whole or part of the amount has become due and payable and is not paid by the debtor.

VII. The Applicant in order to substantiate its case has relied upon the record of Financial Information (Form-C) available with the Information Utility (NeSL) dated 20.02.2026. We hold that the mere filing of record of Financial Information in Form-C with the Information Utility (NeSL) does not constitute the record of default.

VIII. Now it is pertinent to mention a recent judgment of the Hon'ble Supreme Court of India dated 15.10.2026 in the Case of ***Deepak Raheja and Anr Vs. Omkara Assets Reconstruction Private***

Limited and Anr, Civil Appeal No. 12195 of 2025, where the Hon'ble Court observe that financial contracts, account statements, acknowledgements and other documentary material form an alternative evidentiary tier. They must collectively demonstrate that a financial debt became due and remained unpaid. Relevant para of the judgment are extracted below:

"71. It is convenient to summarise the conclusions reached:

*(i) *****

*(ii) *****

*(iii) *****

(iv) The documentary evidence upon which the Adjudicating Authority may record its satisfaction admits of a hierarchy. At the first tier stands a record of default issued by an Information Utility, which is by itself sufficient and which creates a presumption of high evidentiary value, displaceable only by clear, cogent, credible and compelling material and not by bare denial or bookkeeping disagreement. At the second tier stands the other documentary material enumerated in Part V of Form 1 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016 and its analogues which inter-alia includes loan agreements, statements of account, balance confirmations, acknowledgements of liability, and contemporaneous correspondence, which,

taken collectively, may establish default upon the summary standard governing Section 7.”

IX. According to above judgment it is clear that default can be established by other cogent evidence in this regard the Applicant has relied upon the statement of account (page 30-37), confirmation of accounts (page 42), Form 26AS reflecting payment towards TDS (page 43-76), Demand Notice (83-90), and subsequent partial payment (page 77-82).

X. The documents established there was disbursement of financial assistance, confirmation of financial assistance, deposit of interest as reflected from the 26AS statement, partial payment by the corporate debtor and issuance of demand notice dated 17.06.2025 and 01.09.2025.

XI. The Corporate Debtor failed and neglected to make payment of outstanding due despite receipt of the demand notice dated 17.06.2025 which was payable within a period of 7 days from the date of receipt of the notice. Therefore, another major essential ingredient of Section 7 i.e., “default” with respect to the debt stand substantiated.

XII. Additionally, the Corporate Debtor contended that the present application is barred from limitation in terms of Article 137 of the Limitation Act, 1963. On perusal of records placed before us, the letter dated 16.01.2017 requesting for financial assistance from the Financial Creditor shall expire on or before 15.01.2020. Further, the Financial Creditor had

placed before us a signed confirmation of account statements issued by the Corporate Debtor to the Financial Creditor dated 01.04.2017 which clearly elucidates that the Corporate Debtor has duly acknowledged and admitted the debt owed to the Financial Creditor. Moreover, according to the ledger maintained by the applicant as attached at pages 77 to 82 it is evident that the Corporate Debtor have made small/part payments from time to time the first being made on 16.04.2018 of Rs. 3,39,041 and the last payment was made on 30.04.2024 of Rs. 5,00,000. Thus, the fresh limitation period starts from such acknowledgement in terms of Section 18 and fresh limitation period also starts from the date when part payment of debt or interest is made in terms of Section 19 of Limitation Act, 1963. Therefore, since the last payment of Rs. 5,00,000 was paid on 30.04.2024 and the present company petition was filed on 25.02.2026 the present application is within limitation. Therefore, the contention of the Corporate Debtor that the petition is barred from limitation appears to be moon shine. Hence, the said defense does not hold any ground.

XIII. From the perusal of aforesaid facts, the applicant is a Financial Creditors and the debt owed to them by the Corporate Debtor is a Financial Debt, and there has been a default, as stipulated in Sections 3(11), 3(12), 5(7) and Section 5(8) of the IBC which are as follows:

Section 3(11) of IBC defines Debt- *"Debt means a liability or obligation in respect of a claim which is due from any person and includes a financial debt and operational debt."*

Section 3(12) of IBC defines Default- *"Default means non-payment of debt when whole or any part or installment of the amount of debt has become due and payable and is not repaid by the debtor or the corporate debtor, as the case may be."*

Section 5(7) of IBC defines Financial Creditor- *"Financial Creditor means any person to whom a financial debt is owed and includes a person to whom such debt has been legally assigned or transferred to."*

Section 5(8) of IBC defines Financial Debt- *"Financial Debt means a debt along with interest, if any, which is disbursed against the consideration for the time value of money and includes-*

(a) Money borrowed against the payment of interest;

(b) Any amount raised by acceptance under any acceptance credit facility or its de-materialised equivalent;

(c) Any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;

(d) The amount of any liability is respect of any lease or hire purchase contract which is deemed as a finance or

capital lease under the Indian Accounting Standards or such other accounting standards as maybe prescribed;

(e) Receivables sold or discounted other than any receivables sold on non-recourse basis; (f) Any amount raised under any other transaction, including any forward sale or purchase agreement, having the commercial effect of a borrowing;

(g) Any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price and for calculating the value of any derivative transaction, only the market value of such transaction shall be taken into account;

(h) Any counter-indemnity obligation in respect of a guarantee, indemnity, bond, documentary letter of credit or any other instrument issued by a bank or financial institution; (i) The amount of any liability in respect of any of the guarantee or indemnity for any of the items referred to in sub-clauses (a) to (h) of this clause.”

XIV. The present petition made by the Financial Creditor is complete is 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. We are of the view that since this Petition was filed on 25.02.2026, and even admittedly the

debt owed to the Financial Creditor is an amount of Rs. 1,14,76,223/- which meets the threshold of Rs. One Crore.

XV. The Hon'ble Supreme Court in the matter of ***Innoventive Industries Ltd. Vs. ICICI Bank***, reported at **(2018) 1 SCC 407**, held as follows:

> *"**29**. The scheme of Section 7 stands in contrast with the scheme under Section 8 where an operational creditor is, on the occurrence of a default, to first deliver a demand notice of the unpaid debt to the operational debtor in the manner provided in Section 8(1) of the Code. Under Section 8(2), the corporate debtor can, within a period of 10 days of receipt of the demand notice or copy of the invoice mentioned in sub-section (1), bring to the notice of the operational creditor the existence of a dispute or the record of the pendency of a suit or arbitration proceedings, which is pre-existing—i.e. before such notice or invoice was received by the corporate debtor. The moment there is existence of such a dispute, the operational creditor gets out of the clutches of the Code.*
>
> ***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."

XVI. The Hon'ble Supreme Court in ***Suresh Kumar Reddy Vs. Canara Bank*** in **Civil Appeal No. 7121 of 2022** categorically laid down that the view taken in Innovative Industries still holds good, which lays down that the Adjudicating Authority has only to ascertain the existence of 'debt' and 'default' for admission of an application under Section 7 of the Code.

XVII. Further in the matter of ***Deepak Raheja (supra)*** the Hon'ble Supreme Court held that adjudication under Section 7 of the IBC is summary in nature and the role of the Adjudicating Authority at the admission stage is confine to ascertaining the existence of debt and default. Relevant paras of the judgment are extracted below:

"71. *It is convenient to summarise the conclusions reached:*

(iii) *Section 7 of the Code establishes a summary jurisdiction. The evidentiary threshold for ascertaining default is that of preponderance of probabilities upon the documentary material placed on record, and not a forensic reconciliation of accounts. The occurrence of a default is*

a static historical event whereas the quantum of a debt outstanding is dynamic. The role of the Adjudicating Authority at the admission stage is confined to ascertaining the existence of debt and default.”

9. In the light of the above facts and circumstances, we pass the following order:

i. The instant **COMPANY PETITION (IBC) No. 54/KB/2026** filed by Aryan Mining and Trading Corporation Private 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 Shevin Capital Services Private Limited, the Corporate Debtor, stands **admitted**.

ii. The Applicant has proposed the name of **Stellar Insolvency Professionals LLP**, represented by **Mr. Anup Kumar Singh**, having Registration No. **IBBI/IPE-0137/IPA-1/2023-24/50053** (Email ID: anup_singh@stellarinsolvency.com) as the Interim Resolution Professional (“**IRP**”). We have perused that there is a written communication dated 20.02.2026 and consent of IRP in Form- 2 with Declaration, annexed at pages **92-97** to the petition, as per the requirement of Rule 9(1) of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016. In addition, further necessary disclosures have been made by “**Stellar Insolvency Professionals LLP**” as per the requirement of the IBBI Regulations. Accordingly, he satisfies

the requirement of Section 7(3) (b) of the code. Hence, we appoint "**Stellar Insolvency Professionals LLP**" as the Interim Resolution Professional (IRP) of the Corporate Debtor to carry out the functions as per the IBC subject to submission of a valid Authorisation of Assignment in terms of regulation 7A of the Insolvency and Bankruptcy Board of India (Insolvency Professional) Regulations, 2016. The fee payable to IRP or the RP, as the case may be, shall be compliant with such Regulations, Circulars and Directions as may be issued by the Insolvency & Bankruptcy Board of India (IBBI). The IRP shall carry out his functions as contemplated by sections 15, 17, 18, 19, 20 and 21 of the IBC.

iii. 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.*

iv. 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.

v. 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.

vi. We direct the applicant Financial Creditor to deposit a sum of Rs. ____ (Rupees) with the Interim Resolution Professional namely _____ 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.

vii. 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.

viii. 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'. 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.

ix. The Interim Resolution Professional is also free to take police assistance to take full charge of the Corporate Debtor, its assets and its documents without any delay, and this Court hereby directs the concerned Police Authorities and/or the Officer-in-Charge of Local Police Station(s) to render all assistance as may be required by the Interim Resolution Professional in this regard.

x. The IRP or the RP, as the case may be, shall submit to this Adjudicating Authority periodical report with regard to the progress of the CIR Process in respect of the Corporate Debtor.

xi. In terms of sections 7(5) and 7(7) of the Code, the Registry of this Adjudicating Authority is hereby directed to

communicate this Order to the Financial Creditor, the Corporate Debtor and the Interim Resolution Professional by Speed Post and through email immediately, and in any case, not later than two days from the date of this Order.

xii. Additionally, the Registry of this Adjudicating Authority shall serve a copy of this Order upon the Insolvency and Bankruptcy Board of India (IBBI) for their record and also upon the Registrar of Companies (RoC), to whom the company is registered with, by all available means for updating the Master Data of the Corporate Debtor. The said Registrar of Companies shall send a compliance report in this regard to the Registry of this Court within seven days from the date of receipt of a copy of this order.

xiii. The Resolution Professional shall conduct CIRP in a time-bound manner as per Regulation 40A of IBBI (Insolvency Resolution Process for Corporate Persons) Regulation, 2016.

xiv. The IRP/RP shall be liable to submit the periodical report including the minutes of the CoC of the Corporate Debtor, with regard to the progress of the CIR Process in respect of the Corporate Debtor to this Adjudicating Authority from time to time.

xv. The order of moratorium shall cease to have effect as per Section 14(4) of the Code.



10. Certified copies of this order, if applied for with the Registry of this Adjudicating Authority, be supplied to the parties upon compliance with all requisite formalities.

11. Post the Company Petition on **10.12.2026** for filing the Periodical Progress Report by the IRP/RP as appointed herein.

(Rekha Kantilal Shah)
Member (Technical)

(Labh Singh)
Member (Judicial)

Order signed on the 3rd day of November, 2026

S.T. (LRA)