

**IN THE NATIONAL COMPANY LAW TRIBUNAL  
NEW DELHI  
BENCH-VI**

**IB-1800/(ND)/2019**

Section: Under Section 9 of the Insolvency and Bankruptcy Code, 2016 and Rule 6 of the Insolvency and Bankruptcy (Application to Adjudicating Authority), Rules, 2016.

**In the matter of:**

**M/s LESSO BUILDTECH PVT. LTD.**

Having its Registered office at:-  
240, Ellisbridge Shopping Centre,  
Ashram Road, Ahmedabad, Gujrat-380006

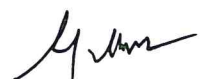
...Applicant

**Versus**

**1. M/s ANJANA STRONG DOORS PVT. LTD.**

Having its Registered office at:-  
Plot No.63, Ground Floor, Kishen Kunj Extn.  
Part-I, Near Bank Enclave, Laxmi Nagar,  
Delhi-110092

Also at:  
301, Phase-I Ecotec, 3 Shani Mandir,  
Greater Noida-201306



**2. RAM GOPAL AGARWAL**

Having its Registered office at:-  
Plot No.63, Ground Floor, Kishen Kunj Extn.  
Part-I, Near Bank Enclave, Laxmi Nagar,  
Delhi-110092

Also at:  
301, Phase-I Ecotec, 3 Shani Mandir,  
Greater Noida-201306

**3. ANJANA AGARWAL**

Having its Registered office at:-  
Plot No.63, Ground Floor, Kishen Kunj Extn.  
Part-I, Near Bank Enclave, Laxmi Nagar,  
Delhi-110092

Also at:  
301, Phase-I Ecotec, 3 Shani Mandir,  
Greater Noida-201306

...Respondents

**Coram:**

**SHRI ABNI RANJAN KUMAR SINHA**  
**Hon'ble Member (Judicial)**

**DR. V.K. SUBBURAJ**  
**Hon'ble Member (Technical)**

Counsel for Applicant: Mr. Rajkumar Jain



## ORDER

Date:13.12.2019

1. This is an application filed by the Applicant M/s. Lesso Buildtech Pvt. Ltd. seeking to initiate corporate insolvency resolution process (“CIRP”) of the Respondent M/s. Anjana Strong Doors Private Ltd. under Section 9 of the Insolvency and Bankruptcy Code, 2016 (“the Code”) for the alleged default on the part of the Respondent for an amount of Rs. 9,32,776/- including the interest component towards the supply of building materials effected by the Applicant. The details of the transactions leading to the filing of the application as averred by the Applicant are as follows:

- i. The Applicant is a company engaged in trading of comprehensive range of building material, including UPVC profile, modular kitchen, UPVC pipes, decorative boards and etc.
- ii. The Respondent is in the business of construction and support services in India. The Respondent approached the Applicant to provide building material at its branch office at 5<sup>th</sup> Floor, Building 2, Vatika Business Park, Sector 49, Sohna Road, Gurgaon -122018 for purchase of the aforesaid product.



- iii. The Applicant had clearly intimated the Respondent about the payments against the invoices for the supply of building materials within the stipulated time period. It is submitted that the Respondent further assured the Applicant that there would be no delay on their part in making payments and the payments would be released after the receipt of the delivered products.
- iv. The Applicant acting upon the aforesaid assurance of the Respondent, duly delivered the aforesaid product from time to time as directed by the Respondent and raised tax invoices whereby the Applicant evidently mentioned each and every detail of the product which is evident from the delivery of products as per various invoices enclosed starting from 08.03.2017 upto 09.06.2017 along with e-way bills.
- v. Subsequent to the delivery of the products to the Respondent, the Applicant started asking for the payment of the due amounts against the aforesaid invoices from the Respondent. But, the Respondent, in spite of having successfully received the consignment of products, did not make timely payments of the due amount to the Applicant and sought time to make payment thereby prolonging the whole process of payment. Even after the admitted delivery of the products and various perusals by the Applicant demanding the outstanding payment,



the Respondent failed to honour its commitment and further did not make the payments. It is submitted that the officials of the Applicant further contacted the Respondents via calls and messages and the Respondent assured the Applicant that the payment of the outstanding amount would be made without any delay. It is submitted that the Applicant patiently waited for the payment but it was of no use. After being aggrieved by the conduct of the Respondent, the Applicant vide its email dated 18.01.2019 and 28.03.2019 further apprised the Respondent to make the payment as promised by it.

- vi. The Respondent after the receipt of the aforesaid emails from the Applicant issued a cheque bearing no. 840446 dated 26.02.2019 for an amount of Rs. 3,00,000 and cheque bearing no. 840447 dated 02.03.2019 for an amount of Rs. 3,91,077/- which were dishonoured.
- vii. Over the period of time, the Applicant acted in a professional manner and further delivered the products as per the demands of the Respondent but the Respondent clearly failed in making the payment and further delayed in clearing the outstanding amount irrespective of the fact that the Respondent took many extensions. It is submitted that the Respondent are duty bound



to make the payment of Rs. 6,41,077/- as is evident from the ledger account statement maintained by the Applicant.

viii. The Applicant sent a demand notice dated 11.06.2019 under Section 8 of the Code according to the provisions of the Code which was duly delivered to the Respondent on 14.06.2019 but much to the dismay of the Applicant, no reply has been received by the Respondent till now. In the above circumstances since the Respondent have miserably failed to make payment of the outstanding amount to the Applicant.

2. Despite issue of notices by the Tribunal as well as by the Applicant, the Respondent was not present and the Respondent was set ex-parte on 17.09.2019. Despite further notices served by the Applicant the Respondent chose not to appear in the Tribunal and file a reply to the contents of the Applicant.

3. We have gone through the documents filed by the Applicant and heard the arguments made by the counsel for the Applicant. From the arguments made by the counsel for the Applicant it is clear that the Applicant has established the existence of debt and default on the part of the Respondent. The Respondent has chosen not to reply to the contents of the petition and it amounts to admission of the



default. In view of the above reasons this Tribunal initiates CIRP on the Respondent with immediate effect.

4. A moratorium in terms of Section 14 of the Code is imposed forthwith in following terms:

“(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.



- (2) The supply of essential goods or services to the Respondent as may be specified shall not be terminated or suspended or interrupted during moratorium period.
- (3) The provisions of sub-section (1) shall not apply to such transactions as may be notified by the Central Government in consultation with any financial sector regulator.
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- (4) The order of moratorium shall have effect from the date of such order till the completion of the corporate insolvency resolution process.”
5. The interim resolution professional (“IRP”), named in the list provided by the IBBI, is Mr. Ashok Kumar Gupta, email id: cmaashokgupt@gmail.com, and being confirmed by this Bench. He shall take such other and further steps as are required under the statute, more specifically in terms of Section 15, 17 and 18 of the Code and file his report within 30 days before this Bench.
6. The Applicant shall deposit a sum of Rs. 2 lakhs to enable the IRP to meet the immediate expenses. The same shall be accounted for



by the IRP and shall be reimbursed to the Applicant to be recovered as costs of the CIRP.

- Sd-

**(Dr. V.K. SUBBURAJ)**  
**MEMBER (TECHNICAL)**

Deepak

- Sd-

**(ABNI RANJAN KUMAR SINHA)**  
**MEMBER (JUDICIAL)**