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**IN THE NATIONAL COMPANY LAW TRIBUNAL  
BENGALURU BENCH**

C.P. (IB) No.191/BB/2019  
U/s 9 of IBC, 2016  
R/w Rule 6 of I&B (AAA) Rules, 2016

**In the matter of:**

M/s. Dnova Infracon Pvt. Ltd.  
Plot No.10, Sector30,  
Gurgaon – 122 001.

- Petitioner/Operational Creditor

**Versus**

M/s. Time & Space Lifestyle LLP  
Regd. Off: #289, 1<sup>st</sup> Floor, 15<sup>th</sup> Main,  
Raj Mahal Vilas Extension,  
Bangalore – 560 080.

- Respondent/Corporate Debtor

**Date of Order: 09<sup>th</sup> September, 2019**

**Coram:** 1.Hon'ble Shri Rajeswara Rao Vittanala, Member (Judicial)  
2. Hon'ble Dr. Ashok Kumar Mishra, Member (Technical)

**Parties/Counsels Present:**

For the Petitioner : Ms. Ayushi Agarwal along with  
Shri DhruvRohatgi

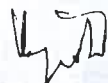
For the Respondent : Shri Uday Shankar

**ORDER**

**Per:** Rajeswara Rao Vittanala, Member (J)

1. C.P. (IB) No.191/BB/2019 is filed by M/s. Dnova Infracon Private Limited (hereinafter referred to as ('Petitioner/Operational Creditor') under Section 9 of the IBC, 2016 read with Rule 6 of the I&B (Application to Adjudicating Authority) Rules, 2016, by inter alia seeking to initiate Corporate Insolvency Resolution Process in respect of M/s. Time &



  
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Space Lifestyle LLP (hereinafter referred to as 'Respondent/Corporate Debtor') on the ground that it has committed default for total outstanding amount of Rs.77,51,354/- (Rupees Seventy Seven Lakhs Fifty One Thousand Three Hundred and Fifty Four Only) along with interest @ 24% per annum.

2. Brief facts of the case, as mentioned in the Company Petition, are as follows:

- (1) M/s. Dnova Infracon Private Limited (hereinafter referred to as 'Petitioner/Operational Creditor') is a Private Limited Company incorporated on 30.03.2011, under the Companies Act, 1956 with CIN: U74200HR2011PTC 042564 and having registered office at Plot No.10, Sector 30, Gurgaon, Haryana-122001. The Company is an interior contract firm engaged in the services of Interior civil works, Turnkey interiors, MEP services, Structural services and other allied services.
- (2) M/s. Time & Space Lifestyle LLP (hereinafter referred to as 'Respondent/Corporate Debtor') is a Limited Liability Partnership registered under the Limited Liability Partnership Act, 2008 incorporated on 08.03.2016 having LLPIN:AAF-8814 with its registered office at No.289, 1<sup>st</sup> Floor, 15<sup>th</sup> Main, Raj Mahal Vilas Extension, Bangalore - 560 080.
- (3) The Corporate Debtor, through its duly appointed Architectural Firm, WAD, had approached the Operational Creditor in the year 2016, seeking services for the Corporate Debtor's project i.e. Microbrewery, Bar, Lounge, Restaurant and Banquet by the name of 'Playboy Beer Garden' at Indiranagar, Bangalore, Karnataka. That vide a meeting held on 31.08.2016, the



Corporate Debtor duly appointed the Operational Creditor as the Contractor of the Corporate Debtor for the aforesaid project. Accordingly, the Operational Creditor, on the instructions of the Corporate Debtor and their representatives carried out its assigned works starting from August 2016. The Operational Creditor had duly and diligently performed its works for which its services were availed by the Corporate Debtor.

(4) It is stated that the total amount of debt due as on 20.02.2019 is Rs.77, 51,354/-. The details of transactions on account of which debt fell due are furnished below:

(a) The Operational Creditor was duly appointed by the Corporate Debtor, through the Project Manager, and was awarded the interior contract works such as Civil works, MEP services, Structural services of the Corporate Debtor's project. There was a specific acknowledgement from the Project Manager to the Corporate Debtor, the Architect etc., vide email dated 06.09.2016, wherein the contents of the Minutes of the Meetings dated 31.08.2016 specifically mentioned the Operational Creditor being represented through one Mr. Vivek, as a duly appointed Contractor of the Corporate Debtor.

(b) After being appointed as a Contractor, the Operational Creditor carried out its assignment works starting from August 2016. The Project Manager of the Corporate Debtor, vide email dated 29.09.2016 informed the Operational Creditor about the approval of the works to be carried out. The Operational Creditor vide email dated 01.10.2016 raised certain concerns regarding the same, which



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were duly replied by the Corporate Debtor vide email dated 01.10.2016. The Operational Creditor has from time to time performed their obligations under the scope of work and raised its Running Account Bills (RA) with the Corporate Debtor from time to time. The details of the same are hereunder:

- (i) RA-1 bill for a sum of Rs.59,30,290.72/-
  - (ii) RA-2 bill bearing Invoice No.DN/2016-17/INT/TSLS/BNG/002, dated 02.03.2017 for a sum of Rs.44,65,495.86/-.
  - (iii) RA-3 bill bearing Invoice No.DN/2017-18/INT/TSLS/BNG/003 dated 17.04.2017 for a sum of Rs.37,34,821.35/-.
  - (iv) RA-4 bill bearing Invoice No.DN/2017-18/INT/TSLS/ BNG/004 dated 17.05.2017 for a sum of Rs.34,96,743.41/-.
- (c) In pursuance of the said bills and works done, the Operational Creditor issued the following payment certificates:
- (i) Ref.No.PB/DNOVA/RA2/003 dated 13.12.2016 for an amount of Rs.45,00,000/- as gross payable.
  - (ii) Ref.No.PB/DNOVA/RA2a/004 dated 25.01.2017 for an amount of Rs.23,54,484/- as gross payable.
  - (iii) Ref.No.PB/DNOVA/RA2/005 dated 02.03.2017 for an amount of Rs.21,08,011.86/- as gross payable.
  - (iv) Ref.No.PB/DNOVA/Adhoc-RA3/Advance/006 dated 08.05.2017 for an amount of Rs.16,62,705/- as gross payable.
  - (v) Ref.No.PB/DNOVA/FINAL-RA3/007dated 01.06.2017 for an amount of Rs.37,34,821/- as gross payable.
- (d) Thus, the Operational Creditor had raised the total invoice bills of Rs.1,76,27,351.34/- . In pursuance of



the same, Corporate Debtor made the following payments:

- (i) Rs.7,05,188/- dated 12.09.2016
  - (ii) Rs.24,50,000/- dated 07.10.2016
  - (iii) Rs.4,90,000/- dated 17.01.2017
  - (iv) Rs.18,75,912/- dated 09.02.2017
  - (v) Rs.19,62,560/- dated 03.03.2017
  - (vi) Rs.14,70,000/- dated 31.03.2017
  - (vii) Rs.7,39,610/- dated 18.05.2017.
- (e) Thus, the Corporate Debtor had made a total payment of Rs.96,93,270/- out of the total billed amount of Rs.1,76,27,351.34/-. The Corporate Debtor has also deposited a total TDS amount of Rs.1,82,728/-. The aforesaid payments were made in the Bank account of the Operational Creditor.
- (f) As on date, the Corporate Debtor owes a total sum of Rs.77,51,354/- to the Operational Creditor which is inclusive of total taxes and retention money.
- (g) The Operational Creditor had duly and diligently performed its obligations under the scope of work for which its services were availed by the Corporate Debtor. The Project Manager of the Corporate Debtor, vide email dated 02.03.2017 had also sent the RA-2 Bill, Payment Certificate of RA-2a and RA-2 of the Operational Creditor to the Corporate Debtor.
- (h) Since the Corporate Debtor had failed to release the balance payments, the Operational Creditor vide email dated 10.05.2017, duly served the RA-1 and RA-2 bills again to the Corporate Debtor and the Project Manager of the Corporate Debtor.
- (i) It is stated that vide email dated 01.06.2017, the Operational Creditor sent RA-3 bill and the payment





certificate to the Corporate Debtor. The said bill and invoice was also sent by the Project Manager of the Corporate Debtor to the Corporate Debtor vide email dated 01.06.2017 to process the release of payment in favour of the Operational Creditor.

- (j) Subsequently, the Operational Creditor vide an email dated 16.11.2017 sent RA-4 bill to the Corporate Debtor and also apprised the same about the pending amount of the RA-3 bill. Since the Corporate Debtor had failed to release the payments, the Operational Creditor for the ease of convenience sent all the RA bills to the Corporate Debtor vide email dated 22.08.2017.
- (k) Thereafter, upon completion of the work by the Operational Creditor, the final bills were duly served upon the Corporate Debtor in physical form as well as through emails. It is stated that vide email dated 23.08.2017, the Corporate Debtor, including its team of designers, project management and architect were served with the final bill by the Operational Creditor. The bills of the Operational Creditor were duly certified. The Operational Creditor vide email dated 25.08.2017, 28.08.2017, 05.09.2017, 16.11.2017 and 23.11.2017 requested the Corporate Debtor and its team to duly release the payments due to the Operational Creditor as per the bills raised. Despite repeated emails and acknowledgement of the certified bills of the Operational Creditor, the Corporate Debtor has intentionally been withholding the legitimate payments of the Operational Creditor. Since 18.05.2017, there have been no payments



made by the Corporate Debtor to the Operational Creditor.

- (l) The Operational Creditor, was thus, constrained to send a Statutory Demand Notice dated 23.10.2018 under Section 8 of the Code to the Corporate Debtor by demanding to forthwith make the payment of Rs.77,51,354/- (Rupees Seventy Seven Fifty One Thousand Three Hundred and Fifty Four Only), which was duly served upon the Corporate Debtor on 29.10.2018. By way of abundant caution, the Operational Creditor sent another demand notice dated 10.12.2018. The same was also served upon the Corporate Debtor on 14.12.2018.
- (m) It is stated that the Corporate Debtor sent a frivolous reply dated 18.12.2018 to the demand notice dated 23.10.2018 wherein the Corporate Debtor denied that there was any privity of contract between the parties. It is stated that the payments were made by the Corporate Debtor directly to the Operational Creditor for work done by the Operational Creditor. It is evident that the Corporate Debtor is trying to raise a frivolous and non-existent dispute in order to wriggle out of its liability to pay to the Operational Creditor. The contents of the reply dated 18.12.2018 does not constitute a dispute under the Code and as such cannot be looked into. Even otherwise, the said reply was given after the expiry of 10 days envisaged under the Code from the date of receipt of demand notice by the Corporate Debtor and therefore cannot be looked into.
- (n) The Operational Creditor vide its reply dated 09.01.2019, refuted the allegations raised by the



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Corporate Debtor in its reply dated 18.12.2018. it was brought to the notice of the Corporate Debtor that the Corporate Debtor has been in receipt of all the communications and the bills raised by the Operational Creditor and has even made part payments to the Operational Creditor and thus, cannot wriggle out of its liabilities by raising false and frivolous pleas which are not tenable in law. Despite service of the demand notice upon the Corporate Debtor, the Corporate Debtor has failed to clear the outstanding dues of the Operational Creditor, and hence the present application.

3. The Company Petition is opposed by the Respondent by filing a Statement of Objections dated 29.07.2019, by inter alia contending as follows:

(1) The instant Petition is not maintainable under the Code since there is no debt of whatsoever nature due and payable to the Respondent. There was no formal contract entered into with the Petitioner. When the statutory notice was received, the Respondent has raised the existence of a dispute by stating that there is no privity of contract between the parties and this existence of dispute is a pre-existing one and existed even before the notice was received.

(2) The Petitioner has not complied with the following three conditions as stipulated by the Hon'ble Apex Court in *Mobilox Innovations v. Kirusa Software*:

(a) That there is no operational debt just by presenting invoices to the Court one cannot establish the existence of an operational debt.



- (b) That the documentary evidence does not prove that the debt is due and payable since whether the work done itself is in doubt and the Petitioner is put to strict proof of the same.
- (c) That there was dispute between the parties and the fact that the reply to the legal notice clearly stated that there is no privity of contract showed the existence of a dispute.
- (3) It is contended that the Petitioner has not provided a certificate from the banker that payments have not been received and only bank statement is provided that too only for the period between 01.09.2016 and 31.01.2019 which does not cover the mandatory period under the Code. The Petitioner has not provided the statement for the period from 01.02.2019 till the filing of Petition.
- (4) It is further contended that the Affidavit filed by the Petitioner under Section 9(3)(b) is false since the Respondent has raised a dispute of privity of contract since there was no contract at all but the Petitioner has stated that there is no dispute between the parties. The fact that an issue in respect of relationship between the Petitioner and Respondent has been raised on the privity of contract itself constitutes sufficient dispute. The Respondent has replied categorically denied any relationship between the Petitioner and Respondent herein vis-à-vis no Operational debt is due and payable which constitutes a valid dispute in respect to operational debt under the Code. However, the Petitioner herein has filed a false Affidavit stating that there is no dispute raised, only with the intent to fit the Petition within the framework of the Code. On this count alone



the Petition is liable to be dismissed with heavy and punitive cost.

- (5) The Petitioner has issued two demand notices dated 23.10.2018 and 10.12.2018 under Section 8 of the Code. It is contended that the Petitioner has initiated the proceeding on an earlier Demand Notice dated 23.10.2018 instead of initiating it on the demand notice dated 10.12.2018, which is bad in law. The notice under the Code is a statutory notice and any defect in the same nullifies all the processes thereafter. Since the Code mandates the statutory notice, the provisions of the Code with respect to the statutory notice needs to be strictly followed since the consequences that flow from the said notice would tantamount to the liquidation of a Company. Only on this ground the Petition would need to be dismissed.
- (6) It is also contended that the Respondent never appointed the Petitioner for execution of any work as claimed since there was no formal contract entered into between the parties. The Respondent vide reply notice dated 18.12.2018 has made it clear that there was no contractual or commercial relationship with the Petitioner herein. The Petitioner even after reply notice sent by the Respondent herein has come up with an untenable reply. The Petitioner even after the reply denying the same has not placed any document from the side of the Respondent to substantiate the alleged claim before this Adjudicating Authority.
- (7) It is contended that the Respondent did not appoint any architect and the work done by the Petitioner was solely inspected and fully paid for by the Respondent alone. The Petitioner has averred that the Respondent approached



the Petitioner through duly appointed architects WAD the same is false and denied and the Petitioner is put to strict proof of the same. The Petitioner herein has not placed any document neither to show that WAD was duly authorised Project Manager or Architect by the Respondent nor that Petitioner was duly appointed by Respondent by way of any contract.

- (8) It is also contended that the Petitioner conducted the work of the Respondent without any formal contract and it was orally agreed that the work conducted by the Petitioner inspected the work of the Respondents themselves and payment were released which would be treated as full and final payment on the bills so raised. The Respondent has made payments of Rs.98,75,998/- after inspection to the Respondent, which is full and final payment under RA Bill No.1 and 2. That the Company has a retention money of Rs.5,19,791/- that it has kept to ensure that there are no defects that arise later on as agreed upon orally between the parties.
- (9) It is contended that at Para 6 of Part IV of the Petition states that the Operational Creditors have issued the RA Bills for Rs.1,76,27,342.34/- and further Para 7 of Part IV of the Petition states that the Operational Creditors themselves have issued the payment certificates of Rs.1,43,63,021.86/-. Further, Page No.124 of the Petition discloses invoice for RA Bill 2 as Rs.59.30 lakh, again at Page Nos.126 and 145 invoice for RA Bill 2 as Rs.44.65 lakh, hence there are contradictions and inconsistencies, which lead to dispute in the present Petition.
- (10) The documents placed itself do not match with the claim of the Petitioner themselves and that the invoices raised by the Petitioner and the Payment certificate placed and



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the payments claimed to have been made by the Petitioner do not reconcile. Following is the tabulation from the claim of the Petitioner as per the alleged invoices amount submitted totalling to Rs.1,76,27,342.34/- which is claimed to be due and is disputed:

Sl. No.	Particulars of RA Bill	Amount alleged under RA Bills (Rs.)
1.	RA Bill 1	59,30,290.72
2.	RA Bill 2 dated 02.03.2017	44,65,495.86
3.	RA Bill 3 dated 17.04.2017	37,34,821.35
4.	RA Bill 4 dated 30.06.2017	34,96,734.41
	<b>Total</b>	<b>1,76,27,342.34</b>

But amount as claimed under the alleged RA bills do not tally with the payment certificates issued by WAD so called Project Manager totalling to Rs.1,43,63,021.86/- as tabulated from the Petition and averments of the Petitioner:

Sl. No.	Date of Certification	Amount (Rs.)
1.	13.12.2016	45,00,000
2.	25.01.2017	23,57,484
3.	02.03.2017	21,08,011.86
4.	08.05.2017	16,62,705
5.	01.06.2017	37,34,821
	<b>Total</b>	<b>1,43,63,021.86</b>

(11) This clearly shows that the Petitioner is blowing hot and cold and coming up with different figures to suit his case. In view of contradiction and inconsistencies in the claim of the Petitioner, the Petition is liable to be dismissed. Since the same needs to be adjudicated by a Hon'ble Civil Court, where evidence can be led, evidence can be appreciated and proofs as per principles of Evidence are followed. It is contended that there is no relationship



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between the Respondent and WAD. That is the claim of the Petitioner that WAD is the duly authorised agent of Respondent. However, no document in nature of authorisation or Power of Attorney or like nature is placed to substantiate the claim made by the Petitioner.

4. Heard Ms. Ayushi Agarwal along with Shri Dhruv Rohatgi, learned Counsels for the Petitioner and Shri Uday Shankar, learned Counsel for the Respondent. We have carefully perused the pleadings of the parties and extant provisions of the Code and the Law on the issue.
5. The case is listed for admission on various dates viz., 07.06.2019, 27.06.2019, 19.07.2019, 29.07.2019, 08.08.2019 and 09.09.2019, and it is adjourned on those dates at the request of the parties, in order to serve the notice and also to give an opportunity to explore the possibility of settlement, etc. However, learned Counsel for the Respondent submits that there is no question of any settlement as the amount in the instant Company Petition is frivolous and it is not liable to pay. Therefore, the Adjudicating Authority has no other alternative except to consider the case as per merits.
6. Ms. Ayushi Agarwal, learned Counsel for the Petitioner, while pointing out various averments made in the Company Petition, as briefly stated supra, has further submitted that the instant Company Petition has been filed in accordance with law and a suitable Insolvency Professional namely Ms. Sumana Rao is suggested for appointment as the Interim Resolution Professional in respect of the Corporate Debtor, who also has filed her Written Consent in Form-2 dated 05.09.2019. The basic contention of the Respondent that there is no privity of contract between the parties to file the



instant application is totally baseless and the contract can be in oral or in writing. While accepting the work executed by the Petitioner and paid the amount for some claims and denied outstanding amount on the ground that there was no privity of contract between the parties is totally misconceived. She has also relied upon the judgment of Hon'ble Supreme Court in *Mobilox Innovations Private Limited v. Kirusa Software Private Limited*.

7. Shri Uday Shankar, learned Counsel for the Respondent, on the other hand, has strongly opposed even the maintainability of the Company Petition, as briefly stated supra. The learned Counsel has further submitted that in the absence of any privity of contract between the parties, even there is no question of dispute and they have also given a suitable reply to the Demand Notice of the Petitioner. Moreover, the payments as made to the Petitioner are only for the specific work order executed by them. Therefore, the entire Company Petition is to be rejected as not maintainable in the absence of basic contract made between the parties and also for lack of documentary evidence to substantiate the claim in question. Therefore, he urged the Adjudicating Authority to dismiss the application as not maintainable and also lacks in merits.
8. The basic contention raised by the Respondent to deny the outstanding amount in question, was there was no **formal contract** entered into with the Petitioner, while admitting that they have paid payment to the tune of Rs. 98,75,998/- as on 18.05.2017 , after verification of works conducted by the Petitioner. It is also not the case of Respondent that there is no contract at all between the parties, there was no work executed at all, but their contention is no Formal Contract.



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Provisions of Contract Act, 1872 do not prescribe that valid contract must only in writing. Therefore, whether formal or informal in writing or oral are also binding on the parties. In the instant case, it is not in dispute that that work was taken by the Respondent from the Petitioner and paid some bills too on the same set of bills claimed by the Petitioner and TDS was also deducted by the Respondent for the claims made by the Petitioner. The Respondent also contending that the issue in question of civil nature and thus Civil Court would be competent to decide the dispute in the question. Therefore, the allegation/contention that there was no privity of contract between the parties is not tenable and the same is misconceived and thus it is hereby rejected.

9. The next question is whether debt and default in question are proved and is any pre-existing dispute raised by the Respondent. As stated supra, the Respondent started raising un-tenable dispute only when the Petitioner issued two demand notice dated 23.10.2018 followed by another notice dated 10.12.2018. Even the disputes/contentions raised by the Respondent in their replies, as stated supra, are untenable and baseless. The Respondent cannot raise their defence after issue of demand notice. It is relevant to refer para 16 of Reply statement, wherein, it is mentioned that the alleged invoices amount submitted totalling to Rs.1,76,27,342.34/- which is claimed to be due and the same is disputed; the amount as claimed under the alleged RA Bills do not tally with the payment certificates issued by WAD, so called Project Manager, totalling to Rs.1,43,63,021.86/-. Proceedings under provisions of Code are summary in nature and details procedure involved in CIRP are discussed in *Swiss Ribbons Private Limited and another Vs. Union of India*



and others<sup>1</sup>. Therefore, the IRP/RP would ultimately determine the exact claim made by the Petitioner basing on examination of Books of Accounts of the Corporate Debtor. Moreover, the Respondents has not come forward with any data to prove that it is financially sound except mere averments.

10. For the aforesaid reasons and circumstances, We are of the considered view that the debt and default in question are prima facie proved subject to further detailed verification to be undertaken by the IRP who is going to be appointed in the case; the Application is filed in accordance with law and also suggested a suitable Insolvency Professional namely Ms.Sumana Rao bearing IP Registration No.IBBI/IPA-002/IP-N00059/2017-18/10111, who also has filed her Written Consent in Form-2 dated 05.09.2019 by inter alia affirming that she is eligible to be appointed as a Resolution Professional in respect of the Corporate Debtor herein and that there are no disciplinary proceedings pending against her with the Board or ICSI Insolvency Professionals Agency. The defence raised as stated supra are not tenable and thus such defence hereby rejected. Therefore, it is a fit case to admit case to initiate CIRP against the Corporate Debtor by appointing IRP, imposing moratorium etc.
11. In the result, by exercising powers conferred on the Adjudicating Authority , under Section 9(5)(i) and other extant provisions of the Code, Company petition bearing C.P. (IB) No.191/BB/2019 is hereby admitted with the following consequential directions:

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<sup>1</sup> (Writ Petition (Civil) No.99 of 2018)



- (1) We hereby appointed **Ms.Sumana RaowithIP Registration No.IBBI/IPA-002/IP-N00059/2017-18/10111** as the Interim Resolution Professional (IRP) to conduct the Corporate Insolvency Resolution Process (CIRP) in respect of the Corporate Debtor namely **M/s.Time & Space Lifestyle LLP** and to carry out the functions as mentioned under the I&B Code, 2016 and the Rules framed by the IBBI from time to time.
- (2) The following moratorium is declared prohibiting all of the following, namely:
- 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;
  - transferring, encumbering, alienating or disposing of by the corporate debtor any of its assets or any legal right or beneficial interest therein;
  - 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;
  - the recovery of any property by an owner or lessor where such property is occupied by or in the possession of the corporate debtor.
  - 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.



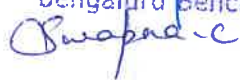
- f. The provisions of sub-section (1) shall not apply to such transaction as may be notified by the Central Government in consultation with any financial regulator.
- g. The order of moratorium shall have effect from the date of such order till the completion of the Corporate Insolvency Resolution Process.
- (3) The IRP is directed to follow all extant provisions of the IBC, 2016 and the Rules including fees rules as framed by the IBBI from time to time.
- (4) The Board of Directors and all the staff of the Corporate Debtor are hereby directed to extend full co-operation to the IRP, in carrying out her functions as such, under the Code and Rules made by the IBBI.
- (5) The IRP is directed to file her progress reports to the Tribunal from time to time about the steps taken in pursuant to the CIRP. The IRP is further directed to take expeditious steps so as to complete the process of CIRP within the stipulated time.
- (6) Post the case for report of the IRP on **18<sup>th</sup> October, 2019.**

  
**(ASHOK KUMAR MISHRA)**  
**MEMBER, TECHNICAL**

  
**(RAJESWARA RAO VITTANALA)**  
**MEMBER, JUDICIAL**

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 Deputy Registrar  
 National Company Law Tribunal  
 Bengaluru Bench

  
 Swapna

Krishna

