IN THE NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH- IV

CP No. 2495/MB-IV/2018

Under section 7 of the IBC, 2016

In the matter of

Glance Investments (India)Private Limited.
Crescent Chambers Office No. 2, 3rd Floor,
56 Tamarind Lane, Fort, Mumbai-400023.

…Petitioner/Financial Creditor

V/s

Lexcorp Advisory Services Private Limited
Office No. 15, 3rd Floor, Mashraqui Building
227, P.D Mello Road, Near GPO, Fort,
Llll Mumbai-400001

…Corporate Debtor

Order Pronounced On:01.02.2021

Coram:

Shri Rajesh Sharma	Smt. Suchitra Kanuparthi
Member (Technical).	Member (Judicial)

Appearances (Via Video Conference):

For the Petitioner	:	Adv. Chandrakant Mhadeshwar
For the Respondent	:	None present

Per: Rajesh Sharma, Member Technical

ORDER

1. This is a petition being CP No 2495/MB-IV/2018 filed by Glance Investments (India) Private Limited, the Financial Creditor / Petitioner, under section 7 of Insolvency & Bankruptcy Code, 2016

(I&B Code) read with Rule 4 of Insolvency & Bankruptcy (Application to Adjudicating Authority) Rules, 2016. against Lexcorp Advisory Services Private Limited, Corporate Debtor, for initiating Corporate Insolvency Resolution Process (CIRP).

2. The Petition is filed claiming a total default of Rs. 2,83,26,103/- including interest as on 24.03.2018. The Petition is filed by Mr. Dharmendra Krishna Talkar, Director of the Financial Creditor duly authorized to file this petition vide resolution dated 01.03.2018. The following table shows particular of Financial Debt:

Particulars	Amount
Principal Amount	2,60,70,000/-
Interest @7.50%	22,56,103/-
Total	2,83,26,103/-

3. The Petition reveals that the Petitioner and Corporate Debtor entered into a loan agreement dated 25.11.2016 for an amount of Rs. 4 Crores and as per clause 3 of the said agreement, the period of loan shall be 12 months from the date of first of disbursement and as per clause 4 of the agreement, in case of default the interest shall be charged @7.50%. Copy of the loan agreement is annexed to the petition.

4. The Petitioner granted sum of Rs. 3,75,20,000/- on various dates to the Corporate Debtor, the table shows the disbursement amount schedule is reproduced below;

Disbursement Date	Amount
30.11.2016	30,00,000/-
02.12.2016	75,00,000/-
06.01.2017	25,00,000/-
18.01.2017	20,00,000/-

02.02.2017	15,00,000/-
23.03.2017	33,50,000/-
01.06.2017	8,00,000/-
16.06.2017	40,00,000/-
22.08.2017	19,00,000/-
08.09.2017	40,00,000/-
05.10.2017	10,00,000/-
15.11.2017	17,70,000/-
15.11.2017	42,00,000/-

5. The Petitioner has enclosed the statement of accounts of the above loan facility granted to the Corporate Debtor which shows that the amount claimed in the Petition is in consonance with the Statement of Account.

6. The Petitioner has placed on record the notice of default dated 01.12.2017, on the Corporate Debtor demanding the outstanding amount of debts, but the Corporate Debtor has failed to make the payment.

7. The Petitioner further mentions that the Corporate Debtor has sent the letter dated 05.12.2017 to the Petitioner which states that the Corporate Debtor has made a part payment of Rs. 75,00,000/- to the Petitioner and the Corporate Debtor has confirmed the debt amount. The letter which was sent on 05.12.2017 by the Corporate Debtor has extracted below;

LEXCORP

Date: 5th December, 2017

To,

Glance Investments (India) Private Limited
Office Number 2, Crescent Chamber,
3rd Floor, 56 Tamrind Lane
Fort Mumbai- 400023
Maharashtra, India

Sub: Repayment of Rs. 75,00,000/-.

Dear Sir,

With reference to above mentioned subject, we are herewith sending you a cheque of Rs. 75,00,000/- vide cheque number 235 drawn on HDFC Bank Ltd dated 7th December, 2017. Kindly confirm the same once you receive the credit.

Your account is showing credit balance of Rs. 2,60,70,000 as per our books of accounts.

Thanking you,

Your's faithfully,

For Lexcorp Advisory Services Pvt Ltd

Authorized Signatory

8. The matter was initially listed on 02.03.2020, wherein the bench directed the Petitioner to serve a notice on the Corporate Debtor via all available means and directed the Petitioner to file an affidavit to this effect on the next date of hearing but due to COVID-19 Pandemic the matter could not be taken up.

9. On 24.11.2020, the Bench directed the Petitioner to take out substituted service by the way of publication in two daily leading newspapers, one in English i.e. Free Press Journal and another in vernacular language i.e. Navshakti. The Petitioner has annexed an Affidavit to this effect which shows that the publication has been made in the newspapers. It is relevant to mention here that although sufficient opportunity was provided to the Corporate Debtor but no Reply has been filed,

10. On 18.01.2021, the matter was listed for hearing but no one appeared on behalf of the Corporate Debtor. The Bench heard the Petitioner and ongoing through the Form 1 filed by the Petitioner, the debt and default is writ large in the Petition.

11. This Bench having been satisfied with the Petition filed by the Petitioner which complies of provisions of Section 7 of the Insolvency & Bankruptcy Code, admits this Petition, declaring Moratorium with the directions as mentioned below:

a) that this bench hereby prohibits the institution of suits or continuation of pending suits or proceedings against the Corporate Debtor including execution of any judgement, decree or other in any court of law; 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.

b) that the supply of essential goods or services to the Corporate Debtor, if continuing, shall not be terminated or suspended or interrupted during moratorium period.

c) that the provisions of sub-section (1) of Section 14 shall not apply to such transactions as may be notified by the Central Government in consultation with any financial sector regulator.

d) that the order of moratorium shall have effect from today till the completion of the CIRP or until this Bench approves the resolution plan under sub-section (1) of Section 31 or passes an order for liquidation of Corporate Debtor under section 33, as the case may be.

e) that the public announcement of the CIRP shall be made immediately as specified under Section 13 of the Code.

f) that this Bench hereby appoints Mr. Amit Chandrakant Pandya residing at 603 Anupama (Mulund) C H S Ltd, Plot No 1078A, B P Cross Road No 3 & 4, Off Devidayal Road Mulund West, Mumbai Suburban, Maharashtra ,400080; having Registration No. IBBI/IPA-001/IP-P-01806/2019-2020/12760; as Interim Resolution Professional to carry the functions as mentioned under the Code.

12. Accordingly, this Petition is admitted.

13. The Registry is hereby directed to communicate this order to both the parties and to the Interim Resolution Professional immediately.

Sd/-	Sd/-
Rajesh Sharma Member (Technical)	Suchitra Kanuparthi Member (Judicial)