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## IN THE NATIONAL COMPANY LAW TRIBUNAL BENGALURU BENCH

C.P. (IB) No.217/BB/2018  
U/s 9 of IBC, 2016  
R/w Rule 6 of I&B (AAA) Rules, 2016

### In the matter of:

M/s. P.E. Analytics Private Limited  
D-4, Commercial Complex,  
Paschimi Marg, Vasant Vihar,  
New Delhi – 110 057. - Petitioner/Operational Creditor

### Versus

M/s. Golden Gate Ventures Pvt. Ltd.  
Regd. Off: 1<sup>st</sup> Floor, Vikas Towers,  
Castle Street, Ashok Nagar,  
Bangalore – 560 095. - Respondent/Corporate Debtor

Date of Order: 30<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:

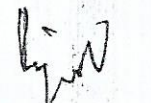
For the Petitioner : Shri Christopher E.  
For the Respondent : Shri Ravishanker P.

### ORDER

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

1. C.P. (IB) No.217/BB/2018 is filed by M/s. P.E. Analytics 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. Golden Gate Ventures Private Limited (hereinafter referred to as 'Respondent/Corporate Debtor') on the ground that



  
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it has committed default for a total outstanding amount of Rs.12,04,500/- (Rupees Twelve Lakhs Four Thousand and Five Hundred Only) plus interest of Rs.6,26,856/- (Rupees Six Lakhs Twenty Six Thousand Eight Hundred and Fifty Six Only).

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

- (1) M/s.P.E. Analytics Private Limited (hereinafter referred to as 'Petitioner/Operational Creditor') is a Private Limited Company incorporated on 08.01.2008 under the Companies Act, 1956 with CIN: U70102DL2008PTC172384 and having its registered office at D-4, Commercial Complex, Paschimi Marg, Vasant Vihar, New Delhi - 110057. The Company is engaged in the business of providing online data, analytics, research and consultancy for the Real Estate industry.
- (2) M/s.Golden Gate Ventures Private Limited (hereinafter referred to as 'Respondent/Corporate Debtor') is a Private Limited Company incorporated on 10.07.2008 under the Companies Act, 1956 with CIN: U45209KA2008PTC047120 and having its registered office at No.289, 1<sup>st</sup> Floor, 15<sup>th</sup> Main, Raj Mahal Vilas Extension, Bangalore - 560 080. The Nominal Share Capital of the Company is Rs.1,00,00,000/- and the Paid-up Share Capital of the Company is Rs.2,00,000/-. The Company is engaged in the business of Real Estate development.
- (3) It is stated that the Respondent had expressed their desire to engage the services of the Operational Creditor for providing their services of Online Data and accordingly the Operational Creditor and the Respondent entered into a License Agreement dated 14.05.2015 on terms and conditions contained therein. Some of the terms are extracted hereunder:



*[Handwritten Signature]*

*"The License Agreement was for a period of Twelve (12) months. Under the Agreement the Corporate Debtor was granted the license to use the website services provided by the Operational Creditor on mutually agreed fee structure of Rs.6,00,000/- per annum, exclusive of service tax.*

*The said Fee was to be paid in four (4) quarterly installments in advance for each quarter.*

*On 17.06.2016, the License Agreement was renewed for a period of another one year. These facts are not disputed and the same has been admitted by the Respondent in their objections."*

(4) It is stated that the Corporate Debtor availed uninterrupted services from the Operational Creditor under the said Agreement and made payment for the first quarter, i.e. between 25.06.2015 to 24.09.2015 in terms of the Agreement. Thereafter the Corporate Debtor has failed to make payments from the second quarter onwards between 25.09.2015 to 24.06.2016 and further after the License was renewed, between 25.06.2016 to 24.06.2017, despite availing the services.

(5) It is further stated that the Operational Creditor had issued a Demand Notice dated 15.06.2018 claiming a sum of Rs.12,04,500/-. To the said Notice, the Invoices and the statement of calculation were produced. The Corporate Debtor despite receipt of the same has not replied to the said Notice nor has paid the amount of Rs.12,04,500/-. The details of the unpaid invoices are hereunder:

Sr. No.	Description	Invoice No.	Amount (Rs.)
1.	Towards subscription fee for the period 25.09.2015 - 24.12.2015	15-16/362 dated 23.09.2015	1,71,000/-
2.	Towards subscription fee for the period 25.12.2015 - 24.03.2016	15-16/526 dated 21.12.2015	1,71,750/-
3.	Towards subscription fee for the period 25.03.2016 - 24.06.2016	15-16/726 dated 21.03.2016	1,71,750/-
4.	Towards subscription fee for the	16-17/199 dated	1,72,500/-



	period 25.06.2016 – 24.09.2016	14.07.2016	
5.	Towards subscription fee for the period 25.09.2016 – 24.12.2016	16-17/305 dated 23.09.2016	1,72,500/-
6.	Towards subscription fee for the period 25.12.2016 – 24.03.2017	16-17/513 dated 23.12.2016	1,72,500/-
7.	Towards subscription fee for the period 25.03.2017 – 24.06.2017	16-17/683 dated 08.03.2017	1,72,500/-
		<b>TOTAL</b>	<b>12,04,500/-</b>

(6) It is stated that the Corporate Debtor in its emails have admitted that they are due and liable to pay the Operational Creditor the aforesaid amount. Some of the email content is extracted herein below:

*“21.07.2017: “due to real estate market conditions, we have not released the payments as per the schedule and we will release the outstanding dues in 4 monthly installments.”*

Further, the Operational Creditor in its several emails has called upon the Corporate Debtor referring to the telephonic discussions and confirmation wherein the Corporate Debtor had confirmed to make payments.

(7) It is stated that the website of the Registrar of Companies, discloses that the Corporate Debtor has not filed the Statutory Forms including Financials as required under the Companies Act, since 2017. The Auditor's report dated 01.09.2017 would disclose that the Company has not discharged statutory liabilities such as Service Tax, TDS and Labour compliances. Further, the same would disclose that the Corporate Debtor has not recognised income in respect of various services provided. Since the Corporate Debtor has not filed its updated Balance Sheet for the last few years, its latest Assets and Liabilities statements are unavailable.

(8) It is further stated that the email conversations, more specifically, the email dated 21.07.2017 sent by Mr.Prasad Rao on behalf of the Respondent Company, clearly admits



they were unable to release payments as per Schedule, due to the real estate market condition, and that they would release the payments from August 2017. The Respondent is estopped from saying that there is no evidence of the Respondent Company acknowledging the Invoices raised by the Operational Creditor. The Renewed License Agreement clearly shows signatures of both parties accepting the terms and conditions in the Renewed Agreement.

- (9) It is also stated that the Respondent has breached the terms of the License Agreement, and is accordingly liable to make payment of the period of the License Agreement as well as the Renewed License Agreement, which amounts to about Rs.12,04,500/- which is inclusive of service tax, along with interest payable thereupon. The same has been raised by way of Invoices at regular intervals to the Respondent Company. Further, as stated supra, the email dated 21.07.2017, clearly states that the Respondent is aware of the dues to the Operational Creditor and that they were unable to release the payments due to certain circumstances. The email correspondences clearly state that the Respondent Company had taken cognizance of the dues payable to the Operational Creditor. Therefore, as alleged that the Operational Creditor had no proof the Respondent Company Board had approved the claims as claimed in this case, are bald claims made by the Respondent.
- (10) It is stated that the Respondent is due and liable to pay Rs.18,31,356/- to the Operational Creditor and the same is evident by the Invoices raised by the Operational Creditor and the admissions made in their emails. Since the Corporate Debtor is unable to pay the same, it would be just



*[Handwritten signature]*

and necessary to initiate CIRP against the Corporate Debtor and an IRP be appointed.

3. The Company Petition is opposed by the Respondent by filing Statement of Objections dated 28.06.2019 by inter alia contending as follows:

- (1) It is alleged that the application filed by the Operational Creditor is not maintainable on both law and fact and the same may be dismissed in *limine*.
- (2) It is stated that the case of the Operational Creditor is that he had provided his service of providing Online Data by entering into a License Agreement dated 14.05.2015 which was valid for a period of 12 months 26.06.2015 to 24.06.2016 with a fee structure of Rs.6,00,000/- per annum exclusive of service tax and this annual payment was to be paid in four equal monthly installments in advance for the quarter by the Respondent to the Applicant and the License Agreement was renewed on 17.06.2016. Accordingly, service was started as per the License Agreement and the Respondent has paid the first installment for the 1<sup>st</sup> quarter i.e. between 25.06.2015 to 24.09.2015 and thereafter failed to make payments from the 2<sup>nd</sup> quarter onwards between 25.09.2015 to 24.06.2016 and the further period from 25.06.2016 to 24.06.2017 despite availing the service even as per the renewal agreement. Accordingly, the Respondent is liable to pay a sum of Rs.12,04,500/- as on the date of issuance of legal notice and Rs.18,31,356/- as on the date of initiating the case before this Adjudicating Authority.
- (3) It is alleged that the Operational Creditor has entered into a License Agreement dated 14.05.2015 which was valid for a period of 12 months 25.06.2015 to 24.06.2016 with a fee



structure of Rs.6,00,000/- per annum exclusive of service tax and this annual payment was to be paid in four equal monthly installments in advance for the quarter by the Respondent to the Applicant and the License Agreement was renewed on 17.06.2016. Accordingly, service was started as per the License Agreement and the Respondent has paid the 1<sup>st</sup> installment for the 1<sup>st</sup> quarter i.e. between 25.06.2015 to 24.09.2015 is true and correct.

- (4) The Operational Creditor had stopped his service after the 1<sup>st</sup> quarter, since the amount not paid the 2<sup>nd</sup> installment amount in advance by the Corporate Debtor, but still he had been demanding the amount by raising the invoice copies, on the premise that, he had not satisfied his further service. But the Operational Creditor had to knowing fully well that, his service had withheld by the Corporate Debtor by non-payment in advance, he has waited till to date and raised the invoice at his whims and fancy without producing any evidence for having accepted the invoice claim amount by the Corporate Debtor.

4. Heard Shri Christopher E., learned Counsel for the Petitioner and Shri Ravishanker P., 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. Shri Christopher E., learned Counsel for the Petitioner, while reiterating the averments made in the summary of the case, as briefly stated supra, has submitted that the instant application is filed strictly in accordance with law and a qualified Insolvency Professional namely Ms.Manjula B.S. was also suggested to appoint her as IRP, who also has filed her consent in Form-2 dated 30.07.2019, and admittedly that there is no dispute raised



by the Respondent after the Demand Notice in question was issued, and an Affidavit dated 09.10.2018 is filed by Shri Gautam Babbar, Manager-Administration of the Petitioner by inter alia stating that:

*"The Operational Creditor in turn had raised several invoices on the Corporate Debtor, which invoices are listed in the Application for initiating the insolvency resolution process against the Corporate Debtor, these invoices are unpaid even on the date of the Application for CIRP. The Operational Creditor has served the Demand Notice in compliance with Section 8 of the Insolvency Code on the Corporate Debtor the demand notice dated 15.06.2018 served on 15.06.2018. The Corporate Debtor has not issued any reply despite receipt of the demand notice and failed to pay the unpaid operational debt within the period of ten (10) days specified in the Insolvency and Bankruptcy Code. The Corporate Debtor has not raised any dispute with the Operational Creditor in respect of the debts that have arisen under the Invoices."*

Therefore, learned Counsel for the Petitioner urged the Tribunal that the Respondent has admittedly not raised any dispute with regard to the demand raised in the instant Company Petition. He also submitted that the defence raised by the Respondent is not at all tenable.

6. Shri Ravishanker P, learned Counsel for the Respondent submitted that though they have attempted to settle the issue right from 29.11.2018, they could not resolve the issue.
7. As stated supra, the instant Company Petition is filed in the year 2018, and it was kept pending, in order to afford opportunity to the Respondent to explore the possibility of settlement of the issue. However, the Respondent has not come with plea of settlement, and thus there is no other alternative left for the Adjudicating



Authority except to decide the case on merits, as we cannot grant any further time. The debt and default in question, as mentioned supra, admittedly, are not in dispute. And the Petition is filed in accordance with law and qualified Insolvency Professional namely Ms.Manjula B.S. having IP Regn.No.IBBI/IPA-003/IP-N000111/2017-18/11213, was also suggested, who also has filed her consent in Form-2 dated 30.07.2019 by inter alia affirming that she is eligible to be appointed as a Resolution Professional in respect of the Corporate Debtor and that there are no disciplinary proceedings pending against her with the Board or Insolvency Professional Agency of ICAI. Therefore, it is a fit case to initiate CIRP against the Corporate Debtor by appointing IRP, imposing moratorium, etc.

8. 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.217/BB/2018 is hereby admitted by initiating CIRP in respect of Corporate Debtor with following consequential directions:

(1) We hereby appointed **Ms.Manjula B.S. with IP Registration No.IBBI/IPA-003/IP-N000111/2017-18/11213** as the Interim Resolution Professional (IRP) to conduct the Corporate Insolvency Resolution Process (CIRP) in respect of the Corporate Debtor namely **M/s. Golden Gate Ventures Private Limited** 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:

- a. the institution of suits or continuation of pending suits or proceedings against the corporate debtor including

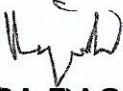


- execution of any judgment, decree or order in any court of law, tribunal, arbitration panel or other authority;
- b. transferring, encumbering, alienating or disposing of by the corporate debtor any of its assets or any legal right or beneficial interest therein;
  - c. any action to foreclose, recover or enforce any security interest created by the corporate debtor in respect of its property including any action under the Securitisation 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 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.

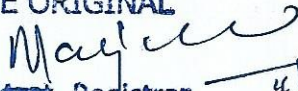
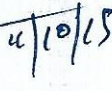


- (5) The IRP is directed to file her progress reports to the Tribunal from time to time about the steps taken in pursuant to the CIRP. The IRP is further directed to take expeditious steps so as to complete the process of CIRP within the stipulated time.
- (6) Post the case for report of the IRP on **05<sup>th</sup> November, 2019**.

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

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

CERTIFIED TO BE TRUE COPY  
OF THE ORIGINAL

  
Deputy/~~Asst.~~ Registrar   
National Company Law Tribunal  
Bengaluru Bench

Krishna

