

IN THE NATIONAL COMPANY LAW TRIBUNAL

HYDERABAD BENCH, HYDERABAD

CP (IB)No.532/7/HDB/2019

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:-

M/s. Sri Lakshminarasimha Oil Mills Private Limited,

M/s. INDIAN OVERSEAS BANK
Central Office at 763. Anna Salai,
Chennai – 600 002.

...Petitioner/
Financial Creditor

Vs

M/s. Sri Lakshminarasimha Oil Mills Private Limited,
Regd. Office: H. No.6-3-563/8/7/1,Ground Floor,
Beside Sarada Residency, Near Bhagat Singh Statue,
Padmavathinagar, Near Venkatramana Colony, Khairtabad,
Hyderabad – 500 004.

...Respondent/
Corporate Debtor

Order delivered on:13.11.2019

Coram: Shri.K.ANANTHA PADMANABHA SWAMY, MEMBER JUDICIAL

Dr.BINOD KUMAR SINHA, MEMBER TECHNICAL

Parties/Counsel Present:

For the Petitioner/Financial Creditor:

Mr.Arcot Srinivas, Counsel.

For the Respondent/Corporate Debtor:

Mr.T.V.L.Narasimha Rao, Counsel.

PER: K.ANANTHA PADMANABHA SWAMY, MEMBER JUDICIAL

O R D E R

1. The present petition is filed by 'M/s. INDIAN OVERSEAS BANK' (hereinafter referred to as 'Financial Creditor') under section 7 of the Insolvency and Bankruptcy Code, 2016 (hereinafter referred to as IBC) read with Rule 4 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016 against M/s. Sri Lakshminarasimha Oil Mills Private Limited (hereinafter referred to as 'Corporate Debtor').
2. Before proceeding with this matter, it would be appropriate to make a note of background facts for the purpose of determination of this petition.
3. The Petitioner/Financial Creditor, is a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings Act, 1970), having its Registered Office at 763, Anna Salai, Chennai. The Respondent/Corporate Debtor is a Private Limited Company incorporated under the provisions of Companies Act, 1956 and having its registered office at Khairtabad, Hyderabad.
4. It is submitted by the Petitioner/Financial Creditor that:
 - i. The Respondent Company is engaged in manufacturing food stuffs viz., Soya Meal, Organic Soyabean Meal, Hipro Soya Meal, Soyabean Powder for Food Industry, Nutri Soya Granules and Soyabean Full Fat Meal etc.

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- ii. That the Corporate Debtor in order to improve their business activities approached the Financial Creditor initially in the year 2009 and availed Term Loan of Rs.12 Crores for construction of Building, Civil Works and for purchasing and erecting Plant & Machinery and created charge over their Block Assets of the Company followed by Equitable Mortgage of Factory Land, vide Credit Sanction Advice Dt.03.02.2010.
- iii. The Corporate Debtor further availed Cash Credit facility of Rs.11 Crores and also Letter of Guarantee for an amount of Rs.40 Lacs apart from renewing their Term Loan of Rs.12 Crores and created first charge of their entire Block Assets of the Company including Equitable Mortgage of Factory Land, Building and Machinery, vide Credit Sanction Advice Dt.21.10.2010.
- iv. The Corporate Debtor also availed further credit facilities from the Financial Creditor viz., Cash Credit facility of Rs.22.66 Crores (Fresh Limit), Term Loan of Rs.9 Crores (Review of Original Limit), Term Loan of Rs.6.26 Crores (Fresh Limit), Term Loan of Rs. 18.76 Crores (Fresh Limit) for Working Capital and Funded Interest Term Loan of Rs. 1.28 Crores (Fresh Limit), vide Credit Sanction Advice Dt.10.10.2013.
- v. The Corporate Debtor in all availed credit facilities to the tune of Rs.57,96,00,000/- (Rupees Fifty Seven Crores Ninety Six Lacs Only) from the Financial Creditor.
- vi. The Corporate Debtor represented by its Managing Director Ranga Ashok has executed the loan documents from time to time in Corporate M.D., capacity and as a Guarantor in his personal capacity. Further, the Corporate Debtor after availing various credit facilities failed to re-pay the loan amounts and despite providing several opportunities and sufficient time, failed to discharge its due liability.
5. The Financial Creditor was constrained to file recovery suit by filing O.A. vide O.V. No.206/2016 on the file of Hon'ble Debts Recovery Tribunal-I, Hyderabad against the Corporate Debtor and its Guarantors on 01.02.2016. The Hon'ble DRT-I, Hyderabad vide its Order Dt.17.04.2018 allowed the O.A. with costs for a sum of Rs.65,02,46,275.86ps, with future interest @ 16.70 P.A. from 01.02.2016 till the date of realization.
6. It is stated by the Financial Creditor, that according to the Order passed by the Hon'ble DRT-I, Hyderabad in O.A. No.206 / 2016, Dt.17.04.2018, the Respondent/Corporate Debtor i.e.,

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Respondent No's. 1 & 2 owes a sum of Rs.1,10,73,95,325/- (as on 07.07.2019).

7. It is also stated that the Corporate Debtor in spite of knowing pretty well that their Company is liable to pay an amount of Rs.1,10,73,95,325/- to the Financial Creditor, are deliberately avoiding to pay the amount as awarded by the Hon'ble DRT, Hyderabad. Hence this Financial Creditor was constrained to approach this Adjudicating Authority u/s. 7 of the Insolvency and Bankruptcy Code, 2016.
8. The Petitioner/FC have relied on the following documents as a measure of evidence to prove their claim. The following documents were appended along with the instant Application and marked as Exhibits:

S.No.	Description/Particulars
15	Copy of the Certificate of Registration of Charge for creation of Charge Dt.30.12.2018 for Rs.2,75,00,000/- and Rs.5,79,600,000 on 17.03.2010 in favour of Indian Overseas Bank / Financial Creditor.
16	Copy of Credit Sanction Advice Dt.03.02.2010
17	Copy of the True Extract of the Minutes of the meeting of the Board of Directors of Sri Lakshminarasimha Oil Mills Pvt. Ltd., authorising Mr. Ranga Ashok., Managing Director to execute loan documents and also Mortgage or hypothecate the proposed Land & Buildings, Plant & Machinery of the Company in favour of the ABank/Financial Creditor, Dt.15.03.2010.
18	Copy of Demand Promissory Note Dt.17.03.2010 for Rs.12 Crores, executed by the Corporate Debtor in favour of the Petitioner/Financial Creditor.
19	Copy of the Term Loan Agreement Dt.17.03.2010 executed by the Corporate Debtor in favour of the Petitioner/Financial Creditor.
20	Copy of instalments Agreement Dt.17.03.2010 executed by the Corporate Debtor in favour of the Petitioner/Financial Creditor.
21	Copy of Letter of Hypothecation (For Securing Machineries/Vehicles/Goods/Book-Debts) Dt.17.03.2010

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	executed by the Corporate Debtor in favour of the Petitioner/Financial Creditor.
22	Copy of Guarantee for Cash Credits Dt.17.03.2010 executed by the M.D., of the Corporate Debtor & AOthers in favour of the Petitioner/Financial Creditor.
23	Copy of Undertaking Letter Dt.17.03.2010 executed by the Corporate Debtor in favour of the Petitioner/Financial Creditor (Undertake not to divert the loan amount for any other purpose except for the specified purpose)
24	Copy of Undertaking Letter Dt.17.03.2010 executed by the Corporate Debtor in favour of the Petitioner/Financial Creditor. (Undertake to deal/route all business transactions of the company through Bank account)
25	Copy of Undertaking Letter Dt.17.03.2010 executed by the Corporate Debtor in favour of the Petitioner/Financial Creditor. (Undertake not to create any further charge)
26	Copy of Regd. Memorandum of Deposit of Title-Deeds Doc. No. 719/2010 Dt.08.04.2010 of SRO, Korutla executed by the Corporate Debtor in favour of the Petitioner/Financial Creditor.
27	Copy of Credit Sanction Advice Dt.21.10.2010
28	Copy of the True Extract of the Minutes of the meeting of the Board of Directors of Sri Lakshminarasimha Oil Mills Pvt. Ltd., authorising Mr. Ranga Ashok., Managing Director to execute loan documents for C.C. limits & Non-Fund Based limits and to Mortgage or hypothecate the proposed stock/book-debts of the Company in favour of the Bank/Financial Creditor, Dt.27.09.2010.
29	Copy of Demand Promissory Note Dt.21.10.2010 for Rs.11 Crores, executed by the Corporate Debtor in favour of the Petitioner/Financial Creditor.
30	Copy of Letter of Hypothecation (For Securing Machineries/Vehicles/Goods/Book-Debts) Dt.21.10.2010 executed by the Corporate Debtor in favour of the Petitioner/Financial Creditor.
31	Copy of Letter of Hypothecation (In case of Open Advances only) Dt.21.10.2010 executed by the Corporate Debtor in favour of the Petitioner/Financial Creditor.
32	Copy of Guarantee for Cash Credits Dt.21.10.2010 executed by the M.D., of the Corporate Debtor & Others in favour of the Petitioner/Financial Creditor.
33	Copy of Regd. Supplemental Memorandum of Deposit of Title-Deeds Doc. No.2564/2010 Dt.16.10.2010 of SRO, Korutla executed by the Corporate Debtor in favour of the Petitioner/Financial Creditor.
34	Copy of Credit Sanction Advice Dt.10.10.2013
35	Copy of Demand Promissory Note Dt.31.10.2013 for Rs.22,66,00,000/- executed by the Corporate Debtor in favour of the Petitioner/Financial Creditor.
36	Copy of Letter Hypothecation (in case of Open Advances only) Dt.31.10.2013 executed by the Corporate Debtor in favour of the Petitioner/Financial Creditor.
37	Copy of Letter of Hypothecation (For Securing Machineries/Vehicles/Goods/Book-Debts) Dt.31.10.2013 executed by the Corporate Debtor in favour of the Petitioner/Financial Creditor.
38	Copy of Hypothecation of Book Debts Dt.31.10.2013.
39	Copy of Demand Promissory Note Dt.31.10.2013 for

	Rs.6,26,00,000/- executed by the Corporate Debtor in favour of the Petitioner/Financial Creditor.
40	Copy of Term Loan Agreement Dt.31.10.2013 executed by the Corporate Debtor in favour of the Petitioner/Financial Creditor.
41	Copy of Demand Promissory Note Dt.31.10.2013 for Rs.18,76,00,000/- executed by the Corporate Debtor in favour of the Petitioner/Financial Creditor.
42	Copy of Term Loan Agreement Dt.31.10.2013 executed by the Corporate Debtor in favour of the Petitioner/Financial Creditor.
43	Copy of Demand Promissory Note Dt.31.10.2013 for Rs.1,28,00,000/- executed by the Corporate Debtor in favour of the Petitioner/Financial Creditor.
44	Copy of Term Loan Agreement Dt.31.10.2013 executed by the Corporate Debtor in favour of the Petitioner/Financial Creditor.
45	Copy of Guarantee for Cash Credits Dt.31.10.2013 executed by Mr. Ranga Ashok., M.D., of the Corporate Debtor in favour of the Petitioner/Financial Creditor.
46	Copy of Regd. Memorandum of Deposit of Title-Deeds Doc. No. 434/2014 Dt.10.03.2014 for Joint SRO, Gangadhara executed by the Corporate Debtor in favour of the Petitioner/Financial Creditor.
47	Copy of Demand Notice Dt.03.03.2015 u/s 13 (2) of SARFAESI Act, 2002 issued to the Corporate Debtor.
48	Copy of Demand Notice Dt.03.03.2015 u/s 13 (2) of SARFAESI Act, 2002 issued to the Mr. Ranga Ashok., M.D. of the Corporate Debtor.
49	Copy of Order in O.A. No.206/2016 Dt.17.04.2018 on file of Hon'ble Debts Recovery Tribunal-I, Hyderabad.
50	Statement of Loan Account bearing No.058303281000001.
51	Statement of Loan Account bearing No.058303281300001.
52	Statement of Loan Account bearing No.058302000000901.
53	Statement of Loan Account bearing No.058303281300002.
54	Statement showing the outstanding amount of the Corporate Debtor as on 07.07.2019.
55	Copy of Certificate of Bankers Books of Evidence Act Dt.17.07.2019 issued by Petitioner/Financial Creditor.

9. The Respondent/Corporate Debtor filed counter affidavit in which he stated as mentioned below:

- a) The CD used to purchase the raw material Soya Beans from various farmers and traders numbering about 129 supply creditors.
- b) The Corporate Debtor commenced its production and started the manufacturing of Soya Cake and Soya Oil from the month of December, 2010. Then due to severe crunch in the working capital funds, the unit stopped its production from April, 2012.
- c) At this juncture, the CD had approached the Indian Bank and took in-principle sanction from them on 03.01.2012 for joining the consortium with the FC. Purely due to ulterior motives, the FC did not cooperate with the Indian Bank and kept them away from supporting the CD. This

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conduct of the FC was despite their knowledge that the realizable liquidation value of the CD was never more than 10%. The credit facilities availed by the CD from the FC were classified on 31.03.2012 as Non-Performing Asset (NPA).

- d) The Financial Creditor had reviewed and restructured the credit facilities irrationally on 10.10.2013 after the unit had already suffered protracted and irrevocable financial stress. It granted a Cash Credit limit of Rs.22.66 Crores comprising a sub-limit of Rs.11.66 Crores under KCC within the CC limit. It also reduced the earlier Term Loan limit from Rs.12.00 Crores to Rs.9.00 Crores and made it repayable in 36 quarterly instalments with initial moratorium of 12 months. Simultaneously, the overdues of Rs.6.26 Crores in the Term Loan were transferred to a separate WCTL-1 which was made repayable in 36 quarterly instalments with initial moratorium of 12 months. Similarly, the overdues of Rs.18.76 Crores in the Cash Credit account were transferred to a separate WCTL-2 which was made repayable in 36 quarterly instalments with initial moratorium of 12 months. The overdue interest of Rs.1.28 Crores in the Term Loan was transferred to a separate FITL Account which was made repayable in 6 quarterly instalments with initial moratorium of 12 months. All these accounts attract the same rates of interest as the original limits used to attract. The restructuring of the CD's credit facilities done by the FC were nothing but bifurcating the existing accounts without any fund advantage to the CD. The repayment was not matching with the cash-flow and fund-flow. The DSCR was arrived defectively by the FC to suit the requirements of other inspection and audit. Thus, there was fresh inflow of Rs.11.66 Crores only which was quite negligible as against the real requirement.
- e) The unit recommenced its production from September, 2013. As things stand thus, the CTO, Jagtial issued Notice u/s 29 of the AP VAT Act, 2005 on 18.11.2013 for Rs.1,73,72,769/-. Thereafter, the DCTO, Jagtial issued distraint order on 18.01.2014 attaching the factory properties which is still subsisting.
- f) The CD paid a total interest of Rs.20,90,41,050/- (Rupees Twenty Crores, Ninety lakhs, Forty One thousand and Fifty only) from its internal generation and other sources comprising an amount of Rs.1,17,124/- for 2009-10; Rs.2,16,50,201/- for 2010-11; Rs.4,12,33,705/- for 2011-12; Rs.3,67,99,019/- for 2012-13; Rs.6,25,76,684/- for 2013-14 and Rs.4,66,64,317/- for 2014-15 excluding the amounts adjusted by the FC out of cash Credit Limit standing in the name of the CD.
- g) In contravention of Proviso to Rule 3(1) of the Security Interest (Enforcement) Rules, 2002, the FC published the Demand Notice dated 03.03.2015 issued u/s 13(2) of the SARFAESI Act, 2002 for Rs.56,91,72,719/- though the CD and the claimed guarantors/mortgagors took service of the same duly. This has resulted in sudden dip of the reputation of the promoters, the guarantors and the mortgagors of the CD. This half-hearted and damaging exercise was not continued with further measures to achieve logical conclusions.

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- h) The FC lodged OA No.206/2016 before the DRT-I, Hyderabad on 12.02.2016 for recovery of Rs.65,02,46,275.86 Paise with future interest @ 16.70% p.a. from 01.02.2016. This could not be contested for various practical reasons which are beyond the control and comprehension of the defendants. The OA was allowed ex parte on 27.11.2018.
- i) Thus, the unit suffered from under-finance since beginning. It was constrained to avail the under-finance from the FC as it was in the middle of executing the project without any opportunity to resort to another lender for rational appraisal of the unit. The gross under-finance led to underutilization of the installed capacity whose income generation was insufficient to meet the interest costs and the repayment of instalments. The unit might have worked with 30% capacity utilization on an average.
- j) The approach of the FC since beginning was only to grant matching limits to the collateral security and not as per the requirements, projections and performance of the unit.
- k) The FC had claimed that the CD was deliberately avoiding to pay Rs.110,73,95,325/- which is averred as the reason to approach this Hon'ble Tribunal u/s. 7 of the Code. This averment reveals the oblique motive of the FC. The FC revealed that they are not for "debt resolution" but are for "debt recovery". The CD is disputing the extent of liability claimed by the FC. The CD never came in the way of the FC in realizing their dues from the CD. The CD is protecting the assets of the unit at their cost which is supposed to be the responsibility of the FC.

10. The Petitioner/FC has filed rejoinder stating as under:

- A. That the Respondent/Corporate Debtor at the time of availing limits has agreed to the terms and conditions of the Sanction Advices of the Applicant/Financial Creditor and further assured by its Undertaking Letter Dt.17.03.2010 that they shall exclusively deal/route all the business transactions of the Company through the Applicant/Financial Creditor. But the Respondent/Corporate Debtor has failed to keep its assurance/undertaking and routed their business transactions through other banks by adopting dubious methods.
- B. That the Respondent/C.D, after availing the various Term Loans and Cash Credit facilities, failed to re-pay the instalments in time and neglected the account from becoming irregular. The Applicant/Financial Creditor from time to time reminded the Respondent/C.D, to regularise its loan accounts from classification of NPA. The Respondent/C.D, has neglected the reminders for regularisation of its loan accounts that led to declaring the loan accounts of the Respondent/C.D, as NPA on 31.03.2012.
- C. The Respondent/C.D, cannot compare the limits advanced to it with other Banks. The averment that one can draw a wide contrast between





the realistic appraisal by other Banks and the alleged arbitrary appraisal of the Respondent/C.D, by the Applicant/Financial Creditor, cannot be accepted and such comment by the Respondent/C.D, is vehemently opposed. The Respondent/C.D, having availed various credit facilities to the tune of Rs.58 Crores from the Applicant/Financial Creditor for establishing the Unit at Tatipalli Village, Jagitial Mandal of Karimnagar District, failed to run the Unit for various reasons best known to it. The Respondent/C.D, having committed gross violations in paying taxes to the Government, the Government by initiating punitive action, seized the Unit. The Respondent/C.D, has not only committed de-fault in paying its dues to the Applicant/Financial Creditor, but also erred in paying the taxes to the Authorities.

- D. That the Respondent/C.D, has approached the Indian Bank and took principle sanction from them for joining the consortium with the Applicant/Financial Creditor, is false and denied. Infact, it was only expression of interest without there being any actual sanction.
- E. The Applicant/F.C, by way of another Sanction Advice Dt.10.10.2013 granted further credit facilities to the Respondent/C.D. Though the Respondent/C.D, has become a stressed Unit, the Applicant/F.C, in order to provide working capital granted further C.C. limit to the Respondent/C.D, and the Respondent/C.D, commenced its operations again in the year 2013. But the Government through O/o CTO, Jagitial attached the properties of the Respondent/C.D, for the tax dues.
- F. That since the Respondent/C.D, has failed to pay the dues in spite of providing timely and sufficient credit facilities, it failed to run its operations. Further, admittedly the Respondent/C.D, failed to clear the tax dues to the Government and the Respondent/C.D, without taking proper steps for running the Unit left the Unit for seizure by the Government. For the foregoing reasons, the Applicant/Financial Creditor files the present Application U/S 7 of IBC, 2016 for initiation of C.I.R.P. process against the Respondent/C.D.

11. The present petition was filed on 22.07.2019 and after scrutiny by the registry, the same was first listed on 21.08.2019, when the counsel for the petitioner was directed to send notice to the Respondent for appearance and file proof of service on the next date of hearing i.e. on 29.08.2019. Between 29.08.2019 to 14.10.2019 hearings were conducted and adjourned several times at the request of counsels for both the parties for filing counter, and rejoinder, if any, and the matter was finally heard and reserved for orders on 17.10.2019.

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12. Heard both sides and perused the record.
13. It is the case of the Petitioner/ FC that it has provided the Corporate Debtor credit facilities to the tune of Rs.57,96,00,000/- (Rupees Fifty-Seven Crores Ninety-Six Lacs Only).
14. Further, the Petitioner has proved by placing evidence viz, Loan Agreement, Demand Promissory Note, Copy of Guarantee and Copy of Letter of Hypothecation, Copy of Undertaking Letter as well as the order of the Hon'ble DRT in OA No.206/2016 dated 17.04.2018 that default has occurred for which the present Respondent/CD is liable to pay. In these circumstances, this Adjudicating Authority is satisfied that the Financial Creditor has fulfilled all the requirements of law for initiation of CIRP. The Petitioner/FC has also proposed the name of IRP after obtaining his written consent in Form-2.
15. In view of the above observations, this Adjudicating Authority is inclined to admit the petition filed Under Section 7 of the IB Code, 2016 by the petitioner.
16. Therefore, the instant petition is hereby admitted and this Adjudicating Authority order the commencement of the Corporate Insolvency Resolution Process which shall get completed within the timelines stipulated in the IB Code, 2016 (as amended), reckoning from the day this order is passed.


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17. We hereby appoint Mr.S.Kasthuri Rangan as the Interim Resolution Professional, as his name has been proposed by the Financial Creditor and his name is also reflected in IBBI website. He has also filed his written consent in Form-2. The IRP is directed to take charge of the Respondent/Corporate Debtor's management immediately. He is also directed to cause public announcement as prescribed under Section 15 of the I&B Code, 2016 within three days from the date the copy of this order is received, and call for submissions of claim in the manner as prescribed.

18. This Adjudicating Authority declares the moratorium which shall have effect from the date of this Order till the completion of corporate insolvency resolution process for the purposes referred to in Section 14 of the I&B Code, 2016. We order to prohibit 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

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property including any action under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (54 of 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.

19. However, the supply of essential goods or services of the Corporate Debtor shall not be terminated or suspended or interrupted during moratorium period. Further, the provisions of Sub-section (1) of Section 14 shall not apply to such transactions, as notified by the Central Government.

20. The IRP shall comply with the provisions of Sections 13(2), 15, 17 & 18 of the Code. The directors, Promoters or any other person associated with the management of Corporate Debtor are directed to extend all assistance and cooperation to the IRP as stipulated under Section 19 and for discharging his functions under Section 20 of the I&B Code, 2016.

21. The Petitioner/FC as well as the Registry is directed to send the copy of this Order to IRP so that he could take charge of the Corporate Debtor's assets etc. and make compliance with this Order as per the provisions of I&B Code, 2016.

22. The Registry is also directed to communicate this Order to the Financial Creditor and the Corporate Debtor.

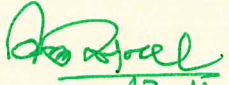

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23.The address details of the IRP are as follows: -

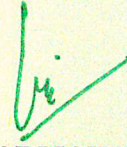
Mr. S. Kasthuri Rangan
Address : #909 A, 9th Floor,
Raghava Ratna Towers, Chirag Ali Lane,
Abids, Hyderabad ,
Telangana 500 001.
Cell:9246344297
Email: *askrco@yahoo.com*
Reg. No: IBBI/IPA-001/IP-P00064/2017-18/10150.

24.The present Petition bearing CP (IB) No.532/07/HDB/2019 is
hereby admitted.



13.11.19

Dr.BINOD KUMAR SINHA
MEMBER TECHNICAL



K.ANANTHA PADMANABHA SWAMY
MEMBER JUDICIAL

Sravan & Nitish