

**BEFORE THE NATIONAL COMPANY LAW TRIBUNAL  
MUMBAI BENCH, COURT - 5**

CP No. 1170/IBC/NCLT/MB/MAH/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

**Sakharam Tambolkar**

126, Manas, Jyoti Nagar, Aurangabad – 431  
005, Maharashtra

..... Petitioner

Vs.

**Virtue Infra and Entertainment Private  
Limited**

(formerly known as Virtue Infra Private  
Limited)

Virtue Infra and Entertainment Private  
Limited, 7, Ravikiran, Tilak Nagar,  
Aurangabad – 431 005, Maharashtra.

..... Corporate Debtor

Order pronounced on: 29.09.2021

**Coram :**

Hon'ble Suchitra Kanuparthi, Member (J)

Hon'ble Chandra Bhan Singh, Member (T)

**For the Petitioner :** Mr. Shyam Kapadia, Mr. Manvendra Kane, Ms.  
Amruta Thakur, Advocates i/b W. S. Kane & Co.

**For the Respondent :** Ashwin Poojari a/w Rahul Totala, Advocates.

*Per: Chandra Bhan Singh, Member (T)*

**ORDER**

1. The Petitioner/Applicant viz. 'Sakharam Tambolkar' (hereinafter as **Petitioner**) has furnished Form No. 1 under Rule 4 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016 (hereinafter as **Rules**) in the capacity of "Petitioner" on 15.03.2021 by invoking the provisions of Section 7 of the Insolvency and Bankruptcy Code (hereinafter as **Code**) against 'Virtue Infra and Entertainment Private Limited' (hereinafter as '**Corporate Debtor**').

2. In the requisite Form, under the head "Particulars of Financial Debt" the total amount of loan provided is stated to be Rs. 1,09,00,000/-, and the amount claimed to be in default is Rs. 2,66,18,563/- including interest.

**BRIEF HISTORY OF THE CASE**

3. In the year 2010-11, the Petitioner provided a hand loan to the Corporate Debtor a sum of Rs. 1,09,00,000/- in following manner:

Date	Amount
18.12.2010	Rs. 20,00,000/-
18.12.2010	Rs. 2,00,000/-
27.12.2010	Rs. 50,00,000/-
28.12.2010	Rs. 37,00,000/-
Total	Rs. 1,09,00,000/-

4. The entire principal amount of Rs. 1,09,00,000/- is in default as the Corporate Debtor failed to repay the loan including interest @18% p.a. up to December 2018 amounting to Rs. 2,66,18,563/- to the Petitioner.

5. The Petitioner submits that the claim with respect to the hand loan of Rs. 1,09,00,000/- is valid and that no part of the claim is barred by

limitation. The Corporate Debtor in its annual returns for the financial years 2010-2011, 2011-2012, 2012-2013, 2013-2014 and 2015-2016 has specifically acknowledged and admitted the liability of the said hand loan provided by the Petitioner to the Corporate Debtor.

### **SUBMISSIONS BY THE CORPORATE DEBTOR IN REPLY**

6. The Corporate Debtor filed a reply to the petition and raised the following contentions:
  - a. The present petition is barred by Section 238A of IBC.

*"238A - The provisions of the Limitation Act, 1963 shall, as far as may be, apply to the proceedings or appeals before the Adjudicating Authority, the National Company Law Appellate Tribunal, the Debt Recovery Tribunal or the Debt Recovery Appellate Tribunal, as the case may be."*
  - b. Neither the Petitioner qualifies as a "creditor", nor the "claim" of the Petitioner falls under the provision of IBC. Further, there is no "debt" in the present facts, thus there arises no question of "default".
  - c. Further, there is no financial contract produced on record, no agreement for charging interest on the amount on record, no evidence to show that the money was transferred to the Corporate Debtor company against time value of money and thus, the claim made by the Petitioner is not maintainable under Section 7 of IBC.
  - d. The material facts, communications, events suppressed by the Petitioner, which are relevant for the controversy involved in the present case, clearly show that the present petition, is liable to be dismissed.
    - i. The Petitioner and his daughter are the Directors in a company known as Sanjeev Auto Parts Manufacturers Private Limited.
    - ii. The daughter of the Petitioner and the Mr. Amit Ahirrao, Director of Corporate Debtor were college friends and the decided to get married in the year 2008. Accordingly, their marriage was solemnized as per Hindu rites and customs on 16.02.2008 in Pune.
    - iii. Thereafter, mutual talks were going on amongst the family to venture into new business of civil construction and film production business.
    - iv. Accordingly, a land admeasuring 59205 sq. ft., 55.02 guntha and road affected FSI 17000 sq. fts (15.80 gunthas) out of agriculture land Gut No. 83 admeasuring 1H 30R situated at revenue village, Itkheda Taluka and District

Aurangabad (hereinafter referred to as the "said immovable property"), was identified for proposed development and it was decided to purchase the same from M/s Avny Venture for an amount of Rs. 2,27,22,000/-. It was agreed that the entire consideration shall be payable by end of the year 2010.

- v. On 05.05.2020, Sanjeev Auto Parts Manufacturers Private Limited made a payment of Rs. 11,00,000/- through cheque no. 397418 towards earnest amount to M/s Avny Venture for purchase of said immovable property.
- vi. Immediately thereafter, all the formalities of forming of new company were being carried out and the daughter of the Petitioner and Mr. Amit Ahirrao, were shown as Directors and the Corporate Debtor was registered with MCA on 21.07.2010.
- vii. Thereafter, it was agreed with the seller of the immovable property, that sale deed shall be executed by end of December 2010. The Petitioner and his daughter transferred the balance consideration from its bank account to the account of Corporate Debtor company and immediately, on the date of execution of the sale deed i.e. 27.12.2010 the said consideration was transferred to the seller of the land i.e. Avny Ventures and the same is duly reflected in paragraph 3 of registered sale deed dated 27.12.2010.
- viii. Thereafter, in and around May 2011, it came to the knowledge of Mr. Amit Ahirrao that even the adjacent land admeasuring 80 gunthas situated at gut no. 83, Itkheda, Aurangabad, to the said immovable property referred above, jointly owned by Mr. Rashied Lal, Mr. SK Nissar SK. Nabi Patel and Mr. Shaikh Gafur Shaikh Hussain, is up for sale. The same was internally discussed amongst all the family members and it was decided that, as both plots being adjacent when clubbed together for development, would offer great profits and will be commercially viable, it was decided to purchase the same for an amount of Rs. 1,80,00,000/-. The same is duly reflected in para 2 of registered Sale Deed dated 11.11.2011.
- ix. Thereafter, the Petitioner wanted to construct a factory shed for SAPMPL at Plot No. C4, MIDC area, Waluj, Aurangabad. Accordingly, it signed a building contract dated 20.01.2013 with the Respondent, wherein the terms and conditions relating to the same were recorded. The said work was duly completed by the Respondent and its payment were also made by SAPMPL to Respondent.

- x. Thereafter, the Petitioner voluntarily executed a Gift Deed dated 03.09.2013 in favour of Mr. Amit Ahirrao an amount of Rs. 1,00,00,000/- is gifted out of Petitioner's own accord and free will and while in a sound state of mind and out of love for Donee. The said amount was paid through cheque drawn on Saraswat Co-operative Bank.
- xi. Thereafter, the Petitioner wanted to construct another factory shed for SAPMPL at Plot No. H31, MIDC Waluj, Aurangabad. Accordingly, work was commenced and subsequently, work also was increased by the Petitioner, for which invoices were also raised by the Corporate Debtor. But suddenly, the Petitioner decided to cancel the project, which resulted in a huge loss to the Corporate Debtor.
- xii. Thereafter in June 2014, the daughter of the Petitioner, as a Director of the Corporate Debtor, executed several Deeds of Transfer of development rights, and purchased the TDR for additional FSI on the said immovable property. Payment towards the same has been done by the Corporate Debtor.
- xiii. The Corporate Debtor in the meanwhile also produced two marathon movies, "Baji" and 'Siddhant", which did not do fairly well at the Box office and there was a loss to the Corporate Debtor.
- xiv. On 24.02.2016 and 25.02.2016, the daughter of the Petitioner and Mr. Amit Ahirrao also exchanged emails and started working out the commercials for the execution of development of the plot for commercial and residential building.
- xv. At the same time, family disputes began between Mr. Amit Ahirrao and Petitioner's daughter. On 08.11.2016 Mr. Amit Ahirrao received a notice from Petitioner's daughter for recovery of amount of Rs. 1,27,00,500/- with an interest of Rs. 34,32,302/- by making baseless claims related to the business transactions.
- xvi. On 17.01.2017, the Petitioner again issued a notice for recovery of amount of Rs. 2,09,00,000/- with interest of Rs. 1,13,61,972/- to Mr. Amit Ahirrao.
- xvii. On 08.12.2017 Mr. Amit Ahirrao sent a reply to the notices dated 08.11.2016 and 17.01.2017 through his advocate to the Petitioner and Petitioner's daughter denying the baseless allegations.

#### **SUBMISSIONS BY THE PETITIONER IN REJOINDER**

7. The Petitioner filed a rejoinder to deal with the contentions raised by the Corporate Debtor in its reply and the same is as follows:

- a. The disputes between the Petitioner's daughter and Mr. Amit Ahirrao are not connected in any manner whatsoever with the failure of the Corporate Debtor to repay the loan facility provided by the Petitioner.
- b. The loan facility was provided by the Petitioner to the Corporate Debtor for a sum of Rs. 1,09,00,000/- between 18.12.2010 and 28.12.2010. Pursuant thereto, the said loan facility of Rs. 1,09,00,000/- along with interest thereon has been recorded in the audited statements of accounts of the Corporate Debtor for the years ending 31.03.2011, 31.03.2012, 31.03.2013, 31.03.2014, 31.03.2015 and 31.03.2016. The present petition has been filed by the Petitioner on 26.03.2017, hence the present petition is not barred by law of limitation.
- c. The purchase of the immovable property mentioned has no relevance to the fact that the Corporate Debtor has failed to repay the loan facility of Rs. 1,09,00,000/- along with interest thereon to the Petitioner.
- d. The Petitioner deny that in notices dated 08.11.2016 and 17.01.2017, the Petitioner has made baseless claims to the business transaction, as alleged. It is pertinent to note that the Petitioner by notice dated 17.01.2017 had called upon the Director of the Corporate Debtor to repay the loan facility of Rs. 1,09,00,000/- with interest. However, the Corporate Debtor has till date failed to repay the said loan liability.

**Findings:**

8. On going through the submissions made by the Learned Counsel from the both sides and on perusing the documents produced on record, it is understood that the Corporate Debtor has defaulted in repayment of debt. The Corporate Debtor has acknowledged its debt from time to time in the audited statements of accounts and also its liability to repay the same. However, the Corporate Debtor failed to pay. Hence, owing to the inability of the Corporate Debtor to pay its dues, this is a fit case to be moved under Section 7 of the I&B Code.

9. The Bench notes that a hand-loan facility of Rs. 1,09,00,000/- was granted by the Petitioner to the Corporate Debtor. On 18.12.2010, 27.12.2010 and 28.12.2010 the loan amount was disbursed to the Corporate Debtor in the following manner.

Date	Amount
18.12.2010	Rs. 20,00,000/-
18.12.2010	Rs. 2,00,000/-
27.12.2010	Rs. 50,00,000/-
28.12.2010	Rs. 37,00,000/-
Total	Rs. 1,09,00,000/-

The above transactions are shown in Petitioner's Saraswat Bank account book in accordance with the Bankers Book Evidence Act, 1891.

Date	Particulars	Instruments	Dr Amount	Cr Amount	Total Amount Dr/Cr
14/12/2010	21:22:21	UnitWtdrw1:MDS/6/30		10,600.00	11,792.30 CR
18/12/2010	08:56:44	VIRTUE INDIA LTD	247585	20,00,000.00	19,88,207.70 DR
18/12/2010	16:56:47	SL- 4057 RUSBURSED		40,50,000.00	20,61,792.30 CR
18/12/2010	16:55:02	TAMBOLKAR S S	76417	1,00,000.00	21,61,792.30 CR
18/12/2010	16:55:30	TAMBOLKAR M S	295303	6,35,000.00	27,96,792.30 CR
18/12/2010	16:56:24	TAMBOLKAR D S	82547	1,00,000.00	29,96,792.30 CR
18/12/2010	16:56:59	TAMBOLKAR M S	76432	1,50,000.00	30,96,792.30 CR
18/12/2010	16:57:53	S TAMBOLKAR	76418	7,65,000.00	38,61,792.30 CR
18/12/2010	20:51:07	SwpOut:70MDS/6 For M:12 D:		38,50,000.00	11,797.30 CR
27/12/2010	10:22:11	RTGS VIRTUE INFRA PVT LTD		30,00,055.15	49,88,262.87 DR
27/12/2010	10:23:31	RTGS SANJEEV AUTO PARTS MF		16,00,055.15	65,88,318.00 DR
27/12/2010	10:25:45	SANJEEV AUTO PARTS	569123	46,05,058.00	19,82,260.00 DR
27/12/2010	10:32:11	S TAMBOLKAR	247586	10,00,000.00	29,82,260.00 DR
27/12/2010	10:33:29	M S TAMBOLKAR	247587	10,00,000.00	39,82,260.00 DR
27/12/2010	10:34:13	MS ENT	247588	10,00,000.00	49,82,260.00 DR
27/12/2010	21:26:30	Clos:Trf2=>SBPUB/4921TD T		38,50,000.00	11,33,260.00 DR
27/12/2010	21:26:51	Clos:Trf2=>SBPUB/4921TD T		1,85,386.00	9,47,874.00 DR
27/12/2010	21:28:31	UnitWtdrw1:MDS/6/29		9,63,036.00	15,099.00 CR
28/12/2010	12:55:50	MS ENT	500393	10,00,000.00	10,15,099.00 CR
28/12/2010	12:56:59	TAMBOLKAR M S	255305	10,00,000.00	20,15,099.00 CR
28/12/2010	12:57:49	TAMBOLKAR S S	76420	10,00,000.00	30,15,099.00 CR
28/12/2010	16:24:41	RTGS VIRTUE INFRA PVT LTD		37,00,055.15	6,84,954.15 DR
28/12/2010	21:08:22	UnitWtdrw1:MDS/6/29		6,97,262.00	12,302.85 CR
29/12/2010	13:19:08	OrigBrCd = 46 Ini:Br:46-LT		20,250.00	32,552.85 CR
29/12/2010	21:20:09	SwpOut:70MDS/6 For M:12 D:		20,000.00	12,552.85 CR
31/12/2010	02:21:54	SwpOut:70MDS/6 For M:12 D:		5,000.00	7,552.85 CR
31/12/2010	03:38:30	By Int.CR. 01/10/2010-31/1		183.00	7,735.85 CR
31/12/2010	04:37:15	Int:MDS/6/1		203.00	7,938.85 CR
31/12/2010	04:37:15	Int:MDS/6/10		67.00	8,005.85 CR
31/12/2010	04:37:16	Int:MDS/6/28		2,004.00	10,009.85 CR
31/12/2010	04:37:17	Int:MDS/6/29		4,598.00	14,607.85 CR
31/12/2010	04:37:17	Int:MDS/6/32		10.00	14,617.85 CR
04/01/2011	13:27:51	SANJEEV AUTOPARTS	569260	1,95,000.00	2,09,517.85 CR
04/01/2011	21:23:51	SwpOut:70MDS/6 For M:12 D:		1,95,000.00	14,617.85 CR
10/01/2011	15:02:23	SELF	247589	10,000.00	4,617.85 CR
10/01/2011	22:34:01	UnitWtdrw1:MDS/6/34		10,000.00	14,617.85 CR
24/01/2011	15:20:30	SL-4057	247590	11,00,000.00	10,85,382.15 DR
24/01/2011	21:20:08	Clos:Trf2=>SBPUB/4921TD T		1,85,386.00	9,00,017.15 DR
24/01/2011	21:20:08	Clos:Trf2=>SBPUB/4921TD T		5,012.00	8,95,005.15 DR
24/01/2011	21:20:09	Clos:Trf2=>SBPUB/4921TD T		20,041.00	8,74,964.15 DR
24/01/2011	21:20:10	Clos:Trf2=>SBPUB/4921TD T		6,95,287.00	1,79,677.15 DR
24/01/2011	21:20:11	Clos:Trf2=>SBPUB/4921TD T		1,89,801.00	10,123.85 CR
25/01/2011	21:08:28	SwpOut:70MDS/6 For M:12 D:		5,019.00	15,142.85 CR
27/01/2011	15:17:42	ECS RELIANCE POWER		5,000.00	10,142.85 CR
02/01/2011	15:42:03	RTGS-CITI-S B TAMBOLKAR		77.92	10,220.77 CR
				2,60,006.00	22,10,220.77 DR

10. The Bench observe that a hand-loan facility was provided by the Petitioner to the Corporate Debtor for a sum of Rs. 1,09,00,000/- between 18.12.2010 and 28.12.2010. The said loan facility of Rs. 1,09,00,000/- along with interest thereon has been recorded in the

audited statements of accounts of the Corporate Debtor for the years ending 31.03.2011, 31.03.2012, 31.03.2013, 31.03.2014, 31.03.2015 and 31.03.2016.

11. This Bench also take a note that the present petition is filed on 26.03.2019. The Corporate Debtor in its financial account statement for the financial year 2015-2016, under the head "Unsecured Term Loans", the Corporate Debtor recorded loan facility of Rs. 1,62,33,061/- which was provided by the Petitioner on record. The Hon'ble Supreme Court, in "Asset Reconstruction Company (India) Limited vs. Bishal Jaiswal" (15 April 2020, Civil Appeal No 323 of 2021), has held that for the purposes of Insolvency and Bankruptcy Code, 2016, balance sheet entries could constitute an acknowledgment of debt under Section 18 of the Limitation Act, 1963 (Limitation Act). Hence the contention raised by the Corporate Debtor that the present petition is barred by Section 238A of IBC, does not hold any ground and the present petition is not barred by law of limitation.

VIRTUE INFRA AND ENTERTAINMENT PRIVATE LIMITED  
(FORMERLY KNOWN AS VIRTUE INFRA PRIVATE LIMITED)  
CIN - U74999MH2010PTC205962  
Plot No. - 7, "Revdiram", Dab Nagar, Aurangabad

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Notes Forming Part of The Financial Statements For The Year Ended 31<sup>st</sup> March, 2016  
3 Long Term Borrowings

Sr. No.	Particulars	Sub-Sch.	2015-16	2014-15
A1	Unsecured Term Loans			
1	From Directors :-			
1	Amr Ramesh Ahirao		2,58,85,516.00	1,57,80,606.00
2	Marthene Saktharam Tambekar		3,57,50,572.00	1,57,08,127.00
3	Chharam Digambar Tambekar		<del>842,18,000.00</del>	<del>842,33,963.00</del>
4	Amr Builders (Prop. Ramesh Ahirao)		2,71,55,456.00	1,96,36,695.00
	<b>Total (a)</b>		<b>6,45,13,605.00</b>	<b>5,08,59,391.00</b>

5.1 Balances of Unsecured Loans are subject to confirmations.

Note : 4 Deferred Tax Liabilities (Net)

Sr. No.	Particulars	Sub-Sch.	2015-16	2014-15
	Opening Deferred Tax Liability		6,883.00	6,883.00
	Add - Current Year		8,096.00	-
	<b>Total</b>		<b>14,979.00</b>	<b>6,883.00</b>

4.1 As a result of adoption of the Accounting Standard (AS)-22 on Accounting for Taxes on Income issued by the Institute of Chartered Accountants of India less has been increased by Rs.8096/-.

Note : 5 Trade Payables

Sr. No.	Particulars	Sub-Sch.	2015-16	2014-15
1	Payables for Material & Other	2	1,61,27,313.00	1,69,94,873.00
	<b>Total</b>		<b>1,61,27,313.00</b>	<b>1,69,94,873.00</b>

5.1 Balances of above trade payables are subject to confirmations.

Note : 6 Short Term Provisions

Sr. No.	Particulars	Sub-Sch.	2015-16	2014-15
1	Provisions	3	1,24,329.00	13,31,280.00
	<b>Total</b>		<b>1,24,329.00</b>	<b>13,31,280.00</b>

ATTESTED  
RISHI STUYA D. KULKARNI  
NOTARY, COURT OF INDIA

NOTARY PUBLIC  
RISHI STUYA D. KULKARNI  
NOTARY, COURT OF INDIA



12. The Bench observes that there is no financial contract or any agreement for charging interest, but the said loan facility along with interest thereon has been recorded in the audited statements of accounts of the Corporate Debtor for the years ending 31.03.2011, 31.03.2012, 31.03.2013, 31.03.2014, 31.03.2015 and 31.03.2016. The Hon'ble Supreme Court, in Orator Marketing Pvt. Ltd. v/s Samtex Desinz Pvt. Ltd. (Civil Appeal No. 2231 of 2021) is of the view that

"22. The NCLT and NCLAT have overlooked the words "if any" which could not have been intended to be otiose. 'Financial debt' means outstanding principal due in respect of a loan and would also include interest thereon, if any interest were payable thereon. If there is no interest payable on the loan, only the outstanding principal would qualify as a financial debt. Both NCLAT and NCLT have failed to notice clause(f) of Section 5(8), in terms whereof 'financial debt' includes any amount raised under any other transaction, having the commercial effect of borrowing."

Hence the contention raised by the Corporate Debtor that the claim made by the Petitioner without any agreement for charging interest is not maintainable under Section 7 of IBC, is not accepted by this Bench.

13. The Bench also notes that the Gift Deed dated 03.09.2013 in favour of Mr. Amit Ahirrao amounting to Rs. 1,00,00,000/- was executed by the Petitioner. But the amount which was mentioned in the petition as a debt is different from the amount which was given by the Petitioner to Mr. Amit Ahirrao in the said gift deed. The hand-loan which was given by the Petitioner to the Corporate Debtor is given in the financial year 2010-2011. However, the amount of Rs. 1,00,00,000/- which was given by the Petitioner to Mr. Amit Ahirrao through a gift deed was in the year 2013, was not to the Corporate Debtor. Hence the said gift deed has nothing to do with the present petition.

14. The Bench has also gone through the previous orders passed in this matter, where on 18.09.2019, the Bench suggested to the Petitioner and the Corporate Debtor to discuss this matter through mediation. On 20.01.2020, the counsel for the Petitioner Mr. M. H. Kane submits that the mediation failed and report dated 18.12.2019 to that effect has been filed.

15. It is very clear to the Bench from the above that the Corporate Debtor has defaulted in the repayment of loan to the Corporate Debtor.

16. It is considered that the total amount of loan provided to the Corporate Debtor is stated to be Rs. 1,09,00,000/-. The amount claimed to be in default is stated as Rs. 2,66,18,563/- including interest. While there is no agreement executed between the parties for charging any interest, but the corporate Debtor in its audited statements of accounts for the year 31.03.2011, 31.03.2012, 31.03.2013, 31.03.2014, 31.03.2015 and 31.03.2016 recorded and acknowledged the loan amount with interest only. Be that it may, the Bench is of the view that the interest component would be decided by the IRP after the admission of the petition.

17. The above facts clearly reveal that the Corporate Debtor is liable to pay the Petitioner and defaulted in making the payment to the Petitioner. Hence, it is a fit case for admission.

18. Considering the above facts, the Bench concludes that the nature of Debt is a "Financial Debt" as defined under section 5 (8) of the Code. It has also been established that there is a "Default" as defined under section 3 (12) of the Code on the part of the Debtor. The two essential requirements, i.e. existence of 'debt' and 'default', for admission of a petition under section 7 of the I&B Code, have been met in this case.

19. Further, the Bench also perused the Form – 2 i.e. written consent of the proposed Interim Resolution Professional submitted along with this application/petition by the Petitioner and there is nothing on record which proves that any disciplinary action is pending against the said proposed Interim Resolution Professional. The Petitioner has proposed the name of Insolvency Professional. The IRP proposed by the Petitioner, Anagha Anasingaraju, having office at 1-2 Aishwarya Sankul, G.A. kulkarni Path, Pune, Maharashtra, 411038, having registration No. IBBI/IPA-002/IP-N00247/2017-18/10732, is hereby appointed as Interim Resolution Professional to conduct the Insolvency Resolution Process.

20. Having admitted the Petition/Application, the provisions of **Moratorium** as prescribed under **Section 14 of the Code** shall be operative henceforth with effect from the date of order, and shall be applicable by prohibiting institution of any Suit before a Court of Law, transferring/encumbering any of the assets of the Debtor etc. However, the supply of essential goods or services to the "Corporate Debtor" shall not be terminated during Moratorium period. It shall be effective till completion of the Insolvency Resolution Process or until the approval of the Resolution Plan prescribed under Section 31 of the Code.

21. That as prescribed under **Section 13 of the Code** on declaration of Moratorium the next step of **Public Announcement** of the initiation of Corporate Insolvency Resolution Process shall be carried out by the IRP immediately on appointment, as per the provisions of the Code.

22. That the Interim Resolution Professional shall perform the duties as assigned under **Section 18** and **Section 15** of the Code and inform the progress of the Resolution Plan and the compliance of the directions of this Order within 30 days to this Bench. A liberty is granted to intimate even at an early date, if need be.

23. The Petition is hereby **"Admitted"**. The commencement of the Corporate Insolvency Resolution Process shall be effective from the date of the Order.

24. Ordered Accordingly.

SD/-

**Chandra Bhan Singh**  
**Member (Technical)**

SD/-

**Suchitra Kanuparthi**  
**Member (Judicial)**