


CP(IB) No. 174/KB/2024



IN THE NATIONAL COMPANY LAW TRIBUNAL KOLKATA BENCH-II KOLKATA
(BEFORE LABH SINGH, MEMBER (JUDICIAL) AND REKHA KANTILAL SHAH,
MEMBER (TECHNICAL))

C.P. (IB) No. 174/KB/2024
Order pronounced on: 13.11.2025

In the Matter of:

Central Bank of India, a body
Corporate constituted under the Banking
Companies (Acquisition and Transfer of
Undertaking Act 1970) having its head
Office at Chandramukhi, Nariman point,
Mumbai-400021 and inter alia having its
Stressed Asset Management Branch, 2nd
Floor, 33 NS Road, Kolkata-700001

APPLICANT/FINANCIAL CREDITOR

Versus

M/s S. A Plywood industry Private Limited,
CINU20296WB2009 PTC 135005, a Company
incorporated under the company act 1956,
having its registered office at Pratapgarh PO
and PS Mathabhanga District Coochbehar-736146

CORPORATE DEBTOR



Coram: Mr. Labh Singh, Hon'ble Member(Judicial)
Ms. Rekha Kantilal Shah, Hon'ble Member(Technical)

Present:

For the Financial Creditor	Mr. Mainak Bose Ld. Sr. Advocate Mr. A Rao Ld. Advocate
For the Corporate Debtor	Mr. Shounak Mitra Ld. Advocate Mr. D. Karmakar Ld. Advocate Ms. Urmila Chakraborty Ld. Advocate Mr. Rabindra Kr. Mitra Ld. Advocate Mr. Aryan Nandi Ld. Advocate

J U D G M E N T

Labh Singh Member(Judicial)

1. The present application has filed by Central Bank of India (hereinafter to be referred as the "Financial Creditor") under Section 7 of the Insolvency and Bankruptcy Code, 2016 (for short 'the IBC Code') read with rule 4 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016 (for brevity 'the Rules') with a prayer to trigger Corporate Insolvency Resolution



Process(for short 'CIRP') in respect of respondent Company M/s S.A Plywood Industry Private Limited.

2. It is appropriate to mention that the applicant Central Bank of India, is a body corporate constituted under the Banking Companies(Acquisition and Transfer of Undertaking, having its Corporate Office at Chander Mukhi, Nariman Point, Mumbai-400 021 and carrying its banking business from one of its Stressed Asset Management Branch, 2nd Floor, 33 NS Road, Kolkata 700001.
3. Mr. Sarat Chander Mohanty, duly authorized on behalf of the applicant Bank/Financial Creditor, has preferred the present application on behalf of the Financial Creditor for initiation of insolvency resolution process against the respondent under the IBC Code. A copy of the Power of Attorney dated 08.12.2011 and letter of Authority dated 16.5.2024 has been placed on record.
4. The Respondent Company M/s S.A Plywood Industries Private Limited, the Corporate Debtor, against whom initiation of CIRP process has been prayed for, was incorporated on 08th May 2009 having its registered office situated at Pachagarh P.O and P.S Mathabhanga District Coochbehar-736146. Since the registered office of the respondent Corporate Debtor is situated at Pachagarh District Cooch Behar, this Tribunal having territorial jurisdiction over the State of West




Bengal is the Adjudicating Authority in relation to the prayer for initiation of CIRP process in respect of respondent Corporate Debtor under sub-section (1) of Section 60 of the Code.

5. Briefly stated the case of the applicant is that M/s S.A Plywood Industries Private Limited (hereafter be referred to as 'the Corporate Debtor') carries on business of manufacturing, producing, distributing, agents, traders, merchants, contract, broker, and deal in Plywood Products at Cooch Behar. The Financial Creditor sanctioned credit facility in favour of Corporate Debtor on 31st January 2012 which was enhanced from time to time. The Corporate Debtor, in consideration of availing the financial facilities, executed security documents in favour of the Financial Creditor. The Corporate Debtor, in order to secure the financial assistance, mortgaged immovable properties described in Schedule 'A' attached to the present application.
6. Thereafter on request of Corporate Debtor, the financial assistance was renewed on 19th October 2019 whereby the financial limit was reduced. The Corporate Debtor, in consideration of renewal of financial assistance, executed the security document in favour of the applicant Bank on 13th May 2020 and 16th June 2020.




7. The applicant, after availing the financial facility, failed to regularize the loan account, and hence, the loan account became irregular. The applicant bank re-structured the loan in the form of Funded Interest Term Loan and Working Capital Term Loan on 28th September 2021. During the period of Covid-19, the applicant bank also sanctioned Guaranteed Emergency Credit Line limit on 22nd February 2021 and 18th December 2021. The Corporate Debtor, in consideration thereof, executed security documents on 22nd February 2021 and 24th December 2021.
8. The applicant bank granted Cash Credit facility for an amount of Rs. 7,50,00,000/-, Term Loan facility for an amount of Rs. 2,61,10,967/-, Cent Covid 19 Sahayata for an amount of Rs. 1,35,00,000/- Cent GECL for an amount of Rs. 2,87,00,000/-, WCTL MSME Restructured facility for an amount of Rs.2,94,00,000, WCTL MSME Restructure facility of Rs. 36,18,000/-, FITL MSME Re-structure facility of Rupees 34,45,000/-, and Cent GECL 1.0 facility for an amount of Rs. 1,87,00,000/-.
9. The Corporate Debtor challenged the policy guideline of the applicant bank relating to restructuring of its MSME account before Circuit Bench of Hon'ble High Court of Calcutta at Jalpaiguri by filing an application under Article 226 of the Constitution of India in WPA No. 1203 of 2021. Hon'ble High



Court dismissed the said Writ Petition vide Order dated 18th September 2021. The Corporate Debtor preferred an appeal before Hon'ble Division Bench being MAT No. 57 of 2021 which was later on withdrawn as recorded in order dated 7th July 2022.

10. Thus, the Corporate Debtor defaulted in re-payment of the Term Loan account for a continuous period of 90 days with effect from 1st January 2023 to 31st March 2023. The loan accounts were classified as non-performing asset as per IRAC Norms and guidelines on 31st March 2023. The term loan account was classified as non-performing asset and hence other accounts of the applicant No. 1 were also classified NPA in terms of guidelines issued by Reserve Bank of India.
11. It has further been submitted that applicant bank issued notice dated 17th July 2023 upon Corporate Debtor as well as upon Guarantors and Mortgagors for repayment of an amount of Rs. 16,38,60,457.66 (Rupees Sixteen Crore Thirty Eight Lakh Sixty Thousand Four Hundred Fifty Seven and paisa Sixty Six Only) outstanding as on 31st March 2023. The applicant Bank also filed an application under Section 19 of the Recovery of Debts and Bankruptcy Act 1993 being OA No. 104 of 2023 before Debts Recovery Tribunal Siliguri for Recovery an amount of Rs.16,38,60,457.66(Rupees Sixteen Crore Thirty Eight Lakh Sixty Thousand Four Hundred Fifty Seven and paisa



Sixty Six Only) outstanding as on 31st March 2023 which is still pending adjudication.

12. It has further been stated that on 31st May 2023, the Financial Creditor issued a demand notice under Section 13(2) of the SARFAESI Act 2002. Thereafter the Financial Creditor taken measures under Section 13(4) of the SARFAESI Act, 2002 by issuance of sale notice dated 9th November, 2023, The auction sale was conducted on 28th December, 2023 and bid was received in respect of property situated at Amplapara for an amount of Rs. 1,33,40,000.00/- which was confirmed on 29th December 2023. The successful bidder was made aware of the pending securitization proceedings before DRT. The Corporate Debtor challenged the sale notice by filing Securitisation Application No. 848 of 2023 under Section 17 of the SARFAESI Act, 2002. The applicant bank/Financial Creditor was permitted to proceed with the sale vide order dated 16th April 2024 but was directed not to confirm the same. Thus, the Corporate Debtor has lost its financial substratum, and hence, the only mode is to revive the Corporate Debtor through the CIRP process by filing the present application.
13. Therefore, as per part of the application, it is claimed that as on 07.05.2024 a sum of Rs. 18,97,29,154.92/- (Rupees Eighteen Crore Ninety-Seven Lakh Twenty One Thousands One




Hundred Fifty Four and Paise Ninety Two Only) is due and payable by the respondent company. The first date of default is 01.01.2023 when the Special Mention Account(SMA) was classified as Non Performing Assets .

14. Sub-section (3)(b) of Section 7 mandates the financial creditor to furnish the name of an Interim Resolution Professional. In compliance thereof, the applicant/Financial Creditor has proposed the name of Subodh Kumar Aggarwal, for appointment as Interim Resolution Professional having registration number IBBI/IPA-001/IP-P00087/2017-18-10183 resident of Kolkata with phone no. 9830022848 email id-subodhka@gmail.com. Mr. Subodh Kumar Aggarwal has agreed to accept the appointment as the Interim Resolution Professional and has signed a communication in Form 2 in terms of Rule 9(1) of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016. There is a declaration made by him that no disciplinary proceedings are pending against him in the Insolvency and Bankruptcy Board of India or elsewhere. In addition, further necessary disclosures have been made by Mr. Subodh Kumar Aggarwal as per the requirement of the IBBI Regulations. Accordingly, it is seen that the requirement of Section 7(3)(b) of the Code has been satisfied.



15. The Financial Creditor, in order to prove its claim, has relied upon the documents which are Memorandum and article of association - Annexure 'B', Company Master Data -Annexure 'C', Form 2 and AFA of RP Annexure 'D', Last letter of sanction deed, 18 December 2021 - Annexure 'E', Statement of Account - Annexure 'F', Certificate of registration of Charge - Annexure 'G', Order 18 March 2024 in OA No. 104 of 2023 - Annexure 'H', Audited 16 April 2023 passed in SA number 848 of 2023 - Annexure 'I', Order edited 3 May 2023, in WP No. 981 of 2023 - Annexure 'J', Order 10 September 2021, in WPA number 1203 of 2021 - Annexure 'K', Order dated 7th July 2022 in MAT number 57 of 2021 - Annexure 'L', CIBIL Report - Annexure 'N', Security documents - Annexure 'O', Balance Sheet of Corporate Debtor - Annexure 'P' and Valuation Report Annexure 'Q'.
16. The applicant has also placed on record a copy of record of default filed with NeSL (information utility) which is Annexure-'M' in respect of default on the part of the Corporate Debtor in its repayment owed to the Financial Creditor.
17. Respondent appeared in persons of notice issued by this Tribunal and filed its reply raising preliminary objection that present petition is not maintainable at law. The present petition is an abuse of process of law and liable to



be rejected in limine with cost. The applicant Bank/Financial Creditor has no cause of action to initiate CIRP process against the respondent Corporate Debtor. The applicant/Financial Creditor has filed the present application for a time barred claim and application deserves to be dismissed on this score alone. The present application is hit by doctrine of waiver, estoppel and acquiescence.

18. On merit, it has been replied that the Financial Creditor has issued notice against a dead person. Mr. Subhas Chandra Tarafder had already expired on 28th January 2021. Therefore, notice issued by the applicant is bad in law and liable to be quashed and set aside.
19. It has further been replied that during the year 1999, the Corporate Debtor was in need of funds for further extension and Development of the said business, and accordingly, approached the Financial Creditor for financial aid at low rate of interest with relaxed re-payment policy. The Financial Creditor, after satisfying the creditworthiness of the respondent, proposed to grant financial assistance to the Corporate Debtor. The Financial Creditor provided financial assistance to the Corporate Debtor; however, the amount sanctioned by the Financial Creditor was not sufficient for running and extension of the business of the Corporate Debtor.




20. It is denied that several properties were ever mortgaged by the Corporate Debtor to secure credit facilities sanctioned by the applicant bank. It is further denied that ever such commitments were adhered to the Financial Creditor in passage of time.
21. It has further been replied that representatives of the Corporate Debtor were caused to sign many blank papers, and the Corporate Debtor were not allowed to go through the content of the same; and therefore, the consent taken on such blank documents is not binding on the Corporate Debtor. The Financial Creditor required the Corporate Debtor and its director to put their respective seal and signature on several blank and unfilled documents including printed form. It was specifically represented on behalf of the financial creditor that such seal and signature were required only for some procedural formality. The director of the Corporate Debtor was never permitted to go through such documents to understand its scope and purport. The Corporate Debtor was never provided documents despite repeated requests and kept in dark till date. It is thus apparent there had been no consensus ad idem for the purported execution of the documents. The said document had been filled up later on to convert the same in loan document, and therefore, such



documents are not binding upon representative of the Corporate Debtor.

22. It has further been replied that the seal and signature of the Corporate Debtor were obtained on document taking benefit of the need for financial assistance of the Corporate Debtor and during normal banking procedure. The representative of Corporate Debtor put their signature believing such representation of officials of the bank. It is thus apparent that the applicant bank has taken advantage of trust and innocence of the Corporate Debtor to extort money in future.
23. The main objection raised by the respondent is that it has not executed any such loan documents and the documents have been obtained taking advantage of trust and innocence of the directors of the Corporate Debtor.
24. The applicant Company filed its rejoinder denying the averment made in the reply affidavit and reiterating the facts as pleaded in the present petition which are not reproduced here for sake of brevity.
25. We have gone through the case file carefully and perused the pleadings of the parties and documents placed on record by the parties and heard the arguments put forth by learned Counsels for the parties; and after hearing the learned



counsels for the parties, we shall now proceed to consider the present petition on its merits.

26. From pleading of the parties and argument advanced by Learned Counsel for the parties, the following points emerges for consideration and decision by this Tribunal:

- i. Whether the present application is not filed by a competent person and hence not maintainable at law?
- ii. Whether there is financial debt as defined in Section 5(8) of the IBC Code 2016?
- iii. Whether there is default as defined in Section 3(12) of the IBC Code 2016?
- iv. Relief, to which the applicant is entitled?

Point No. (i)

27. Learned Counsel appearing for the Corporate Debtor argued that there is no proper and valid authorisation to institute the present application since Power of Attorney dated 08.12.2011 has been executed prior to coming into force of the IBC Code 2016. He has relied upon judgment passed by Hon'ble Supreme Court in case of Rajendra Narottamdas Sheth & Anrs Vs. Chandra Prakash Jain & Ors (2021) SCC OnLine SC 843. Learned Counsel for Corporate Debtor further argued that after restructuring, the loan amount is only 41.04 lakh only which is below threshold limits.




28. Section 85 of Indian Evidence Act 1872, as it was the then applicable on date of execution of power of Attorney dated 08.12.2011 and on 10th June 2024 when this application was filed, provides as under:

“Section 85. Presumption as to powers of attorney. The court shall presume that every document purporting to be a power of attorney and to have been executed before, and authenticated by a notary public, or any Court, Judge, Magistrate, Indian Consul or Vice Consul or representative of the Central Government was so executed and authenticated.”

29. A Power of Attorney granted by a Bank to its officer does not become invalid or extinguished unless and until it is cancelled or revoked by the concerned bank. The applicant Bank can generally utilize the Power of Attorney to initiate or pursue recovery suits related to the Bank's assets or debts. Mr. Sarat Chandra Mohanty was having a legal and valid Power of Attorney dated 09.12.2021 to file and maintain the present application which has not been revoked till date by the applicant bank.

30. Mr. Sharat Chandra Mohanty, who is presently an employee of the applicant being Assistant General Manager, has been authorised by Sh. P. C Khurana Zonal, Head of the applicant bank to file the present case before this Tribunal against



the present Corporate Debtor and has been authorised to sign, declare, verify, affirm Vakaltnama pleadings and any other relevant document and to appear before this Tribunal. Therefore, the plea of the Corporate Debtor that Mr. Sharat Chandra Mohanty is having no proper and valid authorisation to institute the present application is not tenable at law.


Point No. (ii) & (iii)

31. An application under Section 7 of the Code is acceptable so long as the debt is proved to be due and there has been occurrence or existence of default. What is material is that the default is for at least Rs.1,00,00,000/- (Rupees One Crore Only). In view of the Section 4 of the Code, the moment default is of Rupees one crore or more, the application to trigger Corporate Insolvency Resolution Process under the Code is maintainable.
32. In the instant case, it is evident that the applicant clearly comes within the definition of Financial Creditor. The material placed on record further confirms that the applicant financial creditor had advanced financial assistance to the Corporate Debtor. The account of the Corporate Debtor became a non performing asset on 31.3.2021. Thereafter, Corporate Debtor applied for restructuring the loan account in the month of August 2021 and during pendency of proceedings before Hon'ble High Court of Calcutta, the



loan account, upon request of the Corporate Debtor, got restructured as per Master Circular of RBI governing MSME units vide letter dated 30th September 2021. Accordingly, the loan account was upgraded on terms and conditions of renewal of loan account. Upon restructure of the loan, revised terms of sanction were issued by which Cash Credit limit was reduced from Rs. 750 lakh by 31st March 2022 and rate of interest were reset in each of the loan facilities. The terms and conditions of restructuring were accepted by the Corporate Debtor.

33. Thus, though the Corporate Debtor was enjoying various financial facilities including Cash Credit facility for an amount of Rs. 7,50,00,000/-, Term Loan facility for an amount of Rs. 2,61,10,967/-, Cent Covid 19 Sahayata facility for an amount of Rs. 1,35,00,000/- Cent GECL facility for an amount of Rs. 2,87,00,000/-, WCTL MSME Restructured facility for an amount of Rs.2,94,00,000, WCTL MSME Restructure facility of Rs. 36,18,000/-, FITL MSME Re-structure facility of Rupees 34,45,000/-, and Cent GECL 1.0 facility for an amount of Rs. 1,87,00,000/-; however, it again defaulted in repayment of loan in violations of terms and conditions of restructuring Sanction letter. The initial date of default was 01st January 2023 and the account was classified as non performing asset on 31.3.2023. The Financial Creditor issued



demand notice dated 17.7.2023 for total outstanding amount of Rs. 16,38,60,457.66 as on 31.3.2023.

34. Learned Counsel for Corporate Debtor argued that there is no default on the part of the Corporate Debtor. The loan account was restructured vide letter dated 18.12.2021. As per the Financial Creditor, there is default with respect to term loan accounts and there are eight loan accounts and as such, there is no default in respect of other loan accounts. The date of default claimed in the present application as 01.01.2023 is after the account was restructured. There is no document to prove the default regarding restructured account.
35. Learned Counsel for Corporate Debtor further argued that as per applicant's own case, the term loan account was classified as non performing asset and rest of the accounts were standard and hence, the question of default with respect to the whole accounts does not arise. On this aspect, it is relevant to refer to the relevant extract of RBI Master Circular No. RBI/2012-13/64 UBD.PBD.(PCB) MC No. 3/09.14.000/2012-13 dated July 02, 2012 on classification of NPA which is as under:

“2.2.2.Treatment of NPAs - Borrower-wise and not Facility-wise



i. In respect of a borrower having more than one facility with a bank, all the facilities granted by the bank will have to be treated as NPA and not the particular facility or part thereof which has become irregular.

ii. However, in respect of consortium advances or financing under multiple banking arrangements, each bank may classify the borrower accounts according to its own record of recovery and other aspects having a bearing on the recoverability of the advances. Therefore, this contention of Learned Counsel for the Corporate Debtor is not tenable at law. The Financial Creditor has rightly classified as non performing asset as per guidelines issued by Reserve Bank of Indian. Therefore, the default is not only with respect to restricted term loan account rather with respect to all the loan account maintained with the Financial Creditor. The corporate debtor has failed to show that there is no debt or default in existence so as to avoid the provisions of the Code”.

36. Thus, treatment of accounts non performing asset is borrower wise and not facility wise. In respect of a borrower having more than one facility with a bank, upon classification of one account as non performing asset, all the facilities granted by the bank will have to be treated as NPA and not



the particular facility or part thereof which has become irregular.

37. Thus, the applicant bank has claimed amount a sum of Rs. 18,97,29,154.92/- (Rupees Eighteen Crore Ninety Seven Lakh Twenty One Thousands One Hundred Fifty Four and Paisa Ninety Two Only) outstanding as on 07.5.2024 for all the accounts maintained with the applicant bank. Therefore, contention of learned Counsel for the Corporate Debtor that after restructuring, the term loan was reduced to Rs. 41.04 lakh which is below threshold limit of Rs. 1 Crores and there is no default is not tenable at law. Accordingly, both the points no., (ii) & (iii) are answered in favour of the applicant bank and against the Corporate Debtor.

Point No. (iv)

38. On a bare perusal of Form - I filed under Section 7 of the Code read with Rule 4 of the Rules shows that the Form-1 is complete and there is no infirmity in the same. It is also seen that there is no disciplinary proceeding pending against the proposed Interim Resolution Professional.
39. We are satisfied that the present application is complete in all respects and the applicant/Financial Creditor is entitled to claim its outstanding financial debt from the



Corporate Debtor and that there has been default in payment of the financial debt.

40. As a sequel to the above discussion and in terms of Section 7(5)(a) of the Code, we are of the view that there is financial debt more than Rs. one crores and default occurred on 01.01.2023. Thus, the debt and default are established on the file and hence, the present application is admitted.
41. Subodh Kumar Aggarwal having registration number IBBI/IPA-001/IP-P00087/2017-18-10183 resident of Kolkata with phone no. 9830022848 email id-subodhka@gmail.com. is appointed as an Interim Resolution Professional for the Corporate Debtor.
42. In pursuance of Section 13(2) of the Code, we direct that public announcement shall be made by the Interim Resolution Professional immediately within 3(three) days as prescribed by Explanation to Regulation 6(1) of the IBBI Regulations, 2016) with regard to admission of this application under Section 7 of the Insolvency and Bankruptcy Code, 2016.
43. We direct the applicant Financial Creditor to deposit a sum of Rs. 3 Lakh with the Interim Resolution Professional namely Mr. Subodh Kumar Aggarwal to meet out the expenses to perform the functions/duties assigned to him in accordance with Regulation 6 of Insolvency and Bankruptcy Board of



India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016. The needful shall be done within three days from the date of receipt of this order by the Financial Creditor. The said amount however be subject to adjustment towards Resolution Process cost as per applicable rules.

44. The moratorium is declared in terms of Section 14 of the Code. The necessary consequence of imposing the moratorium flows from the provisions of Section 14(1)(a), (b), (c) & (d) of the Code. Thus, the following prohibitions are imposed:

- 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 Securitization 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.”
45. It is made clear that the provisions of moratorium shall not apply to transactions which might be notified by the Central Government or the supply of the essential goods or services to the Corporate Debtor as may be specified and the said transactions are not to be terminated or suspended or interrupted during the moratorium period. In addition, as per the Insolvency and Bankruptcy Code (Amendment) Act, 2018 which has come into force w.e.f. 06.06.2018, the provisions of moratorium shall not apply to the surety in a contract of guarantee to the corporate debtor in terms of Section 14(3)(b) of the Code.
46. The Interim Resolution Professional shall perform all his functions contemplated, inter-alia, by Sections 15, 17, 18, 19, 20 & 21 of the Code and transact proceedings with utmost dedication, honesty and strictly in accordance with the provisions of the Code, Rules and Regulations. It is further made clear that all the personnel connected with the Corporate Debtor, its promoters or any other person associated with the Management of the Corporate Debtor are under legal obligation under Section 19 of the Code to extend every assistance and cooperation to the Interim



Resolution Professional as may be required by him in managing the day to day affairs of the 'Corporate Debtor'. In case there is any violation committed by the ex-management or any tainted/illegal transaction by ex-directors or anyone else, the Interim Resolution Professional would be at liberty to make appropriate application to this Tribunal with a prayer for passing an appropriate order. The Interim Resolution Professional shall be under duty to protect and preserve the value of the property of the 'Corporate Debtor' as a part of its obligation imposed by Section 20 of the Code and perform all his functions strictly in accordance with the provisions of the Code, Rules and Regulations.

47. The Registry is directed to communicate a copy of the order to the Financial Creditor, the Corporate Debtor, the Interim Resolution Professional and the Registrar of Companies, State of Bihar at the earliest possible but not later than three days from today.

Rekha Kantilal Shah
Member(Technical)

Labh Singh
Member(Judicial)

(Order signed on this 13th November 2025)