



**IN THE NATIONAL COMPANY LAW TRIBUNAL COURT-VI,
NEW DELHI BENCH
COMPANY PETITION IB (IBC) NO. 520/ND/2024**

A petition under section 7 of the Insolvency and Bankruptcy Code, 2016 read with Rule 4 of the Insolvency & Bankruptcy (Application to Adjudicating Authority) Rules, 2016.

IN THE MATTER OF:

**Central Bank of India
Having its Registered Address
at Stressed Assets Management
Branch, 5 Jeevan Tara Building,
Parliament Street, New Delhi -
110001**

...Petitioner/Financial Creditor

Versus

**M/S. SANKALP OVERSEAS
PRIVATE LIMITED
Having its Registered Address
at, S-384, Panchshila Park,
Ground floor, South Delhi, New
Delhi -110017.**

...Respondent/Corporate Debtor

Order Delivered on: 18.12.2025.

CORAM:

**JUSTICE JYOTSNA SHARMA
HON'BLE MEMBER (JUDICIAL)**

**MS. ANU JAGMOHAN SINGH
HON'BLE MEMBER (TECHNICAL)**

APPEARANCES:

For the Petitioner: Adv. B.K. Mishra, Adv. Ambuj Maurya,
Adv. Tushar Mishra

For the Respondent: -



ORDER

1. This is a Company Application filed under Section 7 of the Insolvency and Bankruptcy Code, 2016 (for brevity “the Code”) read with rule 4 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016, by **Central Bank of India** (hereinafter referred to as ‘Financial Creditor’), seeking to initiate Corporate Insolvency Resolution Process (“CIRP”) against **M/s. Sankalp Overseas Private Limited** (“Corporate Debtor”).
2. The present application was filed on 13.05.2024 before this Adjudicating Authority on the ground that the Corporate Debtor has defaulted to make a payment of a sum principal amount of **Rs.189,18,63,774/-** (Rupees One Hundred Eighty-Nine Crore Eighteen Lakh Sixty-Three Thousand Seven Hundred Seventy-Four Only) including the interest for principal amount of **Rs. 189,97,57,910/-** (Rupees One Hundred Eighty-Nine Crore Ninety-Seven Lakh Fifty-Seven Thousand Nine Hundred Ten Only). The total amount of default of **Rs. 379,16,21,684/-** (Three Hundred Seventy-Nine Crore Sixteen Lakh Twenty-One Thousand Six Hundred Eighty-Four Only)
3. **Submission made by Financial Creditor:**
 - I. That the Petitioner Central Bank of India is a financial institution constituted under The Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970, having its Head Office at Chander Mukhi Nariman, Mumbai-400021 and a Branch inter alia at Stressed Assets Management (SAM) Branch, Jeevan Tara Building, 5 Parliament Street, New Delhi-110001.
 - II. That the Principal Borrower, M/s. Hanung Toys & Textile Limited, had availed various loan facilities from a consortium of banks led by Punjab National Bank. The Financial Creditor, being one of the consortium members, extended its share of financial assistance to the Principal Borrower. Inter-se consortium agreements were duly executed between the member banks, appointing Punjab National Bank as the Lead Bank for administration and coordination purposes.



- III.** That the Corporate Debtor M/s. Sankalp Overseas Private Limited in the present petition is a Corporate Guarantor and along with the other Corporate Guarantor M/s. Abhinav International Pvt. Ltd., M/s. Hanung Processors Private Limited, M/s. C.K. Software Pvt. Ltd., M/s. Hanung Furnishing Pvt. Ltd., M/s. Praneet Softech Private Limited, M/s. Glofin Investment and Finance Co. Pvt. Ltd., M/s. Hanung Retail Limited and M/s. Hanung Infra and Power Limited executed their Corporate Guarantees to secure the loan facilities extended to the Principal Borrower and further created equitable mortgage on their immovable properties in favour of the Members of Consortium including Financial Creditor herein.
- IV.** That the account of the Principal Borrower was classified as NPA on 19.08.2013.
- V.** A common Notice under Section -13(2) of SARFAESI Act, 2002 was issued on 17.10.2015, against the Principal Borrower and Corporate Guarantors for payment of principal and interest.
- VI.** The Corporate Guarantee was invoked by the Financial Creditor on 17.10.2015, as evidenced by the issuance of the notice under Section 13(2) of the SARFAESI Act, 2002, on the said date.
- VII.** That subsequent to the invocation of the said guarantee, certain payments were received from the Principal Borrower, the last of which was received on 13.08.2018.
- VIII.** That the Hon'ble Supreme Court of India, in Suo Motu Writ Petition (Civil) No. 3 of 2020, extended the limitation period from 15.03.2020 to 28.02.2022 due to the COVID-19 pandemic.
- IX.** That upon commencement of the Corporate Insolvency Resolution Process ("CIRP") of the Principal Borrower on 28.03.2019, the powers of the Board of Directors of the Principal Borrower stood suspended, and the management and control of its affairs vested with the Resolution Professional ("RP"), in terms of Sections 17 and 18 of the Insolvency and Bankruptcy Code, 2016 ("IBC, 2016").



- X.** The Resolution Professional, in due discharge of his statutory duties, published the list of creditors of the Principal Borrower on 31.03.2019, 15.10.2022, and 28.02.2024, wherein the Central Bank of India has consistently been reflected as a creditor of the Principal Borrower. The inclusion of the Financial Creditor in the aforesaid lists constitutes a clear and unequivocal acknowledgment of debt by the Principal Borrower within the meaning of Section 18 of the Limitation Act, 1963.
- XI.** That the Resolution Plan in respect of the Principal Borrower was approved vide order dated 28.02.2024 in I.A. No. 4441/2023 in C.P. No. IB-953/PB/2018, and pursuant thereto, the Financial Creditor received a sum of Rs. 6,22,04,354/- as its share of the resolution proceeds. It is further submitted that part realization of Rs. 6,22,04,354/- under the approved Resolution Plan of the Principal Borrower does not extinguish the liability of the Corporate Guarantor, in view of settled law that liability of a guarantor is co-extensive with that of the principal borrower under Section 128 of the Indian Contract Act, 1872.
- XII.** The Petitioner places reliance on the judgment of the Hon'ble NCLT, New Delhi Bench-II, in UCO Bank vs. Smt. Nishu Goel (IB-355/ND/2024), wherein it was held that payment made by a liquidator towards the dues of a creditor amounts to acknowledgment of debt, thereby extending the period of limitation. This principle has been further affirmed by the Hon'ble High Court of Kerala in CP Sreelal vs. District Collector, Thiruvananthapuram & Drs. [AIR 2007 KER 131], holding that the repayment of amount of debt to Creditor in any situation would amount to payment in terms of the provisions of Section 19 of Limitation Act, 1963, constitutes a valid acknowledgment for the purpose of limitation.

4. **Analysis and Findings**

5. The matter was proceeded ex parte against the Corporate Debtor vide order dated 07.04.2025. The notice was issued to the Corporate Debtor vide order dated on 28.08.2024. Consequently, service was effected through publication as directed by this Tribunal. Despite due service and multiple opportunities granted on 08.10.2024, 25.11.2024, 06.01.2025, 28.01.2025, and 07.03.2025, the Corporate



Debtor neither appeared nor filed a reply.

6. Heard the Learned Counsel for the petitioner and perused the material on record.
7. The Financial Creditor, being part of a consortium led by Punjab National Bank, had extended financial facilities to the Principal Borrower M/s Hanung Toys & Textiles Ltd., secured by a Corporate Guarantee executed by the M/s. Sankalp Overseas Private Limited (Present Corporate Debtor). The said guarantee constitutes a financial debt. The Deed of Guarantee, the SARFAESI Notice dated 17.10.2015 invoking the guarantee placed on record establishes the Corporate Debtor's liability.
8. It is noted that the Principal Borrower has been admitted into CIRP by Order dated 28.03.2019 passed by co-ordinate bench of this Adjudicating Authority. The Corporate Debtor in its submissions has admitted the fact that there is a default in repayment of debt on part of the Principal Borrower. We rely upon the decision of the **Hon'ble Supreme Court of India in BRS Ventures Investments Ltd. vs. SREI Infrastructure Finance Ltd. (2025) 1 SCC 456**, whereby, the Hon'ble Supreme Court held as below:

"28. Hence, we summarize some of our conclusions as under:

a.

b.

c. The financial creditor can always file separate applications under Section 7 of the IBC against the corporate debtor and the corporate guarantor. The applications can be filed simultaneously as well;"

Therefore, in view of the aforesaid judicial decision, we are of the view that once the default in repayment of the Financial Debt has been established, the Financial Creditor is at liberty to file separate applications against the Principal Borrower and the Corporate Guarantor.

9. The Petitioner has furnished the evidence Guarantee Deed, the demand notice issued under Section 13(2) of the SARFAESI Act, 2002 dated 17.10.2015, as well as documents pertaining to the initiation of the CIRP of the Principal Borrower in the matter of *Punjab National Bank vs. Hanung Toys and Textiles Limited*, C.P. No.



953/PB/2018, wherein the CIRP was commenced on 28.03.2019 by the Hon'ble NCLT, New Delhi Bench-I. The Petitioner has further placed reliance on the lists of creditors published by the Resolution Professional on 31.03.2019, 15.10.2022, and 28.02.2024.

10. In this case the guarantee was invoked on 17.10.2015 and the petition has been filed on 13.05.2024 giving rise to the question of the limitation. In this regard the petitioner refers to para (IX, X, XI & XII) of the petition submitting that the petition is within the limitation.
11. The argument is that the admission of the claim by the Resolution Professional in the CIRP proceeding against the Principal Borrower shall be treated as acknowledgement of debt by the Corporate Debtor. The record shows that the Resolution Professional admitted the claim of petitioner and published the list of creditors dated 31.03.2019, 15.10.2022 and 28.02.2024 in CIRP of the Principal Borrower in C.P. No. 953/PB/2018.
12. The Hon'ble NCLAT, in the matter of **Shankar Khandelwal, Erstwhile Director of Sanwariyaji Business Ventures Pvt Ltd. Vs. Omkara Asset Reconstruction Pvt. Ltd. & Others** being Company Appeal No. 293 of 2025, specifically dealt with the question of limitation on the basis of the claim admitted by the Resolution Professional on behalf of the Corporate Debtor who was already under CIRP Process. The Hon'ble NCLAT framed a question in this regard and observed as below-:

“16.1 Does admission of a Claim by the RP in an earlier CIRP would amount to an acknowledgement of the debt? A financial creditor is required to prefer its Claim in terms of Regulation 8 of the CIRP Regulations, 2016, and in cases of a financial debt in terms of Regulation 12(3) the IRP or the RP, as the case may be, may not have an option but to admit the Claim. And, when the Claim is admitted, it only implies that the CD through the offices of IRP or the RP has admitted the pre-existing liability of the CD to pay the creditor who has an enforceable right to payment.

16.2 It is here, Regulation 12(3) which mandates that claims of all financial debt shall be admitted without a scrutiny may require a



We rely on the aforesaid judgment of the Hon'ble NCLAT, wherein it was held that the admission of a claim by the Resolution Professional constitutes a valid acknowledgment of debt for the purpose of limitation. In the instant matter the Resolution Professional admitted the claim of Financial Creditor and published the list of creditors on 31.03.2019, 15.10.2022 and 28.02.2024 in a separate CIRP proceeding in C.P. IB No. 953/PB/2018, against the Principal Borrower M/s. Hanung Toys & Textile Limited as it is evident from (page no. 17-40) (Annexure A-1) of the additional affidavit filed by the Petitioner. This petition having been filed on 13.05.2024, definitely falls within the limitation period of 3 years.

13. It is a settled law that once debt and default has been established, the Financial Creditor can file an application for initiation of CIRP against the Corporate Debtor under Section 7 of the Code. Further, while adjudicating a Section 7 application, the Adjudicating Authority has to satisfy itself regarding the existence of 'Debt' and 'Default'. In the instant case, as discussed in para 9 & 10, the twin conditions of Section 7 i.e. 'Debt' and 'Default' are established.
14. The Hon'ble Supreme Court in the judgement of "***Innoventive Industries Limited v. ICICI Bank and Another***" (2018) 1 SCC 407 has held that once NCLT is satisfied that the default has occurred, there is hardly a discretion left with NCLT to refuse admission of the Application under Section 7 of I & B Code, 2016. The relevant extract of the said judgment is reproduced hereunder as:

*"30. On the other hand, as we have seen, in the case of a corporate debtor who commits a default of a financial debt, **the adjudicating authority has merely to see the records of the information utility or other evidence produced by the financial creditor to satisfy itself that a default has occurred.** It is of no matter that the debt is disputed so long as the debt is "due" i.e. payable unless interdicted by some law or has not yet become due in the sense that it is payable at some future date. It is only when this is proved to the satisfaction of the adjudicating authority that the adjudicating authority may reject an application and not otherwise."*



15. That the present petition made by the Financial Creditor is complete in all respects as required by law. The Petition established that the Corporate Debtor is in default of a debt due and payable and that the default is more than the minimum amount stipulated under Section 4(1) of the Code, stipulated at the relevant point of time.
16. In the light of the above facts and circumstances, and in terms of Section 7(5) (a) of the Code, the instant petition COMPANY PETITION IB (IBC)-520/(ND)/2024 filed by **CENTRAL BANK OF INDIA** the Financial Creditor, under Section 7 of the Code read with Rule 4(1) of the Insolvency & Bankruptcy (Application to Adjudicating Authority) Rules, 2016 for initiating CIRP against **M/s. Sankalp Overseas Private Limited** the Corporate Debtor, stands admitted and CIRP of **M/s. Sankalp Overseas Private Limited** is initiated.
17. That the petitioner in part-III of the petition has proposed the name of Mr. Vimal Kumar, as Interim Resolution Professional, having Registration Number IBBI/IPA-002/IP-N00995/2020-2021/13236 and E-mail Id maidvimal1@rediff.com / vimal@ultiwise.in is hereby appointed as an Interim Resolution Professional (IRP) for Corporate Debtor. The consent of the proposed interim resolution professional in Form-2 is taken on record. It is pertinent to mention that IRP has a valid AFA.
18. We also declare moratorium in terms of Section 14 of the Code. The necessary consequences 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.

(e) The IB Code 2016 also prohibits Suspension or termination of any license, permit, registration, quota, concession, clearances or a similar grant or right given by the Central Government, State Government, local authority, sectoral regulator or any other authority constituted under any other law for the time being in force, on the grounds of insolvency, subject to the condition that there is no default in payment of current dues arising for the use or continuation of the license, permit, registration, quota, concessions, clearances or a similar grant or right during the moratorium period.

19. It is made clear that the provisions of moratorium shall not apply to transactions which might be notified by the Central Government and the supply of the essential goods or services to the Corporate Debtor as may be specified, 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.

20. 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 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 & Bankruptcy Code, 2016.

21. We direct the applicant Financial Creditor to deposit a sum of Rs. 2 Lakhs (Two Lakh Rupees) with the Interim Resolution Professional namely Mr. Vimal Kumar to meet out the expenses to perform the initial functions assigned to him in accordance with Regulation 6 of Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Person) 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, is subject to adjustment towards Resolution Process cost as per applicable rules.



22. The Interim Resolution Professional shall perform all his functions as 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.
23. 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 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 Adjudicating Authority with a prayer for passing appropriate orders.
24. 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 his 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
25. A copy of the order shall be communicated to the applicant, Corporate Debtor and IRP above named, by the Registry. In addition, a copy of the order shall also be forwarded to IBBI for its records. Applicant is also directed to provide a copy of the complete paper book to the IRP. A copy of this order is also sent to the ROC for updating the Master Data. ROC shall send compliance report to the Registrar, NCLT.
26. Accordingly, the instant application filed under Section 7 of the Code, 2016 bearing C.P. I.B./520 (ND)/2024 stands admitted.
27. A certified copy of this order may be issued, if applied for, upon compliance with all requisite formalities.

-SD/-
(ANU JAGMOHAN SINGH)
MEMBER (TECHNICAL)

-SD/-
(JYOTSNA SHARMA)
MEMBER (JUDICIAL)