

**IN THE NATIONAL COMPANY LAW TRIBUNAL,  
MUMBAI BENCH – I**

**CP (IB) No. 507/MB/2020**

Under section 9 of the Insolvency and Bankruptcy Code, 2016 read with Rule 6 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016.

**Thakrar Infotrendz Private Limited**

412, Swastik Disa Corporate Park, Opp. Shreyas Cinema, Ghatkopar West, Nityanand Nagar, Ghatkopar West. Mumbai- 4000086.

... Operational Creditor/Petitioner

Versus

**Prana Studios Private Limited**

**CIN: U92199MH2001PTC130974**

9<sup>th</sup> Floor, Building No. 4, Infinity IT Park, Gn. A.K, Vidya Marg, Dindoshi, Malad East, Mumbai- 400097

...Corporate Debtor/Respondent

**Order Delivered on: 08.09.2023**

***Coram:***

Hon'ble Member (Judicial) : Justice V. G. Bisht (Retd.)

Hon'ble Member (Technical): Mr. Prabhat Kumar

***Appearances:***

For the Operational Creditor : Mr. Viraj Kadam, Advocate

For the Corporate Debtor : Mr. Bhupendra Singh, Advocate

**ORDER**

***Per: Justice V.G. Bisht, Member (Judicial)***

1. The present Company Petition is filed by **Thakrar Infotrendz Private Limited** (hereinafter referred to as "**Petitioner/the Operational Creditor**") under Section 9 of the Insolvency & Bankruptcy Code, 2016

(hereinafter referred to as “the Code”) read with Rule 6 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016 seeking initiation of Corporate Insolvency Resolution Process (“**CIRP**”) against, **Prana Studios Private Limited** (hereinafter referred to as “**the Corporate Debtor/Respondent**”).

2. The Corporate Debtor was incorporated on 23.02.2001 under Companies Act, 1956. Its registered office is situated at 9th Floor, Building No. 4, Infinity IT Park, Gn. A.K, Vidya Marg, Dindoshi, Malad East, Mumbai- 400097. Hence, this Tribunal has the jurisdiction to entertain the present Company Petition.

**Submissions advanced by the Petitioner/ Operational Creditor**

3. The Operational Creditor is a computer hardware and software rental company engaged in the business of giving computers and servers on rent to companies. The Corporate Debtor is a media company.
4. The Petitioner submits that pursuant to purchase orders received from the Corporate Debtor, the Petitioner has been supplying various computers and servers of their company to the Corporate Debtor. The Petitioner submits that goods were delivered to the Corporate Debtor’s office in Mumbai.
5. Thereafter, the Petitioner raised invoices on the Corporate Debtor which were duly accepted without any objection. The invoices are

placed on record as “Exhibit (C-Colly)” to the Petition. The Respondent/Corporate Debtor has made payments sporadically leaving an outstanding balance of Rs. 2,91,52,100/- (Rupees Two Crore Ninety one Lakhs Fifty Two thousand and One hundred only) plus interest at the rate of 24% p.a. due and payable to the Petitioner/Operational Creditor.

6. Subsequently, the Petitioner addressed several emails to the Corporate Debtor requesting to clear the balance outstanding amount. However, no payment was forthcoming from the Respondent herein. Accordingly, the Petitioner was constrained to issue a Demand Notice dated 15.10.2019 under section 8 of the code. The Corporate Debtor has not replied to the said demand notice.
7. The total amount of debt alleged to be in default is Rs.3,56,10,789/- (Rupees Three Crore Fifty Six Lakh Ten Thousand Seven Hundred and Eighty Nine only) comprising of interest to the tune of Rs.64,58,689/-. The date of default stated to be in part IV of the petition is April 2019.

**Submissions advanced by the Corporate Debtor.**

8. The reply is filed by one Ms. Arish Fyzee, aged 62 years, Director/Authorized Person of the Corporate Debtor/Respondent. The Board Resolution authorizing Mr. Arish Fyzee to represent the company is placed at page 8 of the Reply.

9. The Respondent submits that the company is suffering from huge financial losses due to the fact it could not recover dues from the market. It further submitted that there is exponential increase in the company's receivables and payable. The business of the company is completely closed and no operations are taking place. The Respondent has acknowledged that the invoices placed on record by the Petitioner are correct.
10. The Respondent in its reply has admitted that an amount of Rs.3,56,10,789/- (Rupees Three Crore Fifty Six Lakh Ten Thousand Seven Hundred and Eighty Nine only) is due & outstanding to the Petitioner/Operational Creditor.

### **Findings**

11. We have heard the submissions of both sides and perused the records.
12. It is evident from perusal of records, that the outstanding amount was due and payable by the Corporate Debtor, as the goods were duly supplied by the Operational Creditor pursuant to the purchase orders. The Corporate Debtor has defaulted in payment of the outstanding amount. Therefore, debt and default stands established.
13. Further, the Corporate Debtor has vide Affidavit-in-reply 05.02.2022 admitted the debt due to the Operational Creditor. Since, the Corporate Debtor has admitted the debt, there is no pre-existing dispute between

the parties. Accordingly, this is a clear case of the Corporate Debtor being admitted into CIRP.

14. The application made by the Operational Creditor is complete in all respects as required by law. It clearly shows that the Corporate Debtor is in default of a debt due and payable, and the default is in excess of minimum amount stipulated under section 4(1) of the IBC. Therefore, the default stands established and there is no reason to deny the admission of the Petition. In view of this, this Adjudicating Authority admits this Petition and orders initiation of CIRP against the Corporate Debtor.
15. The petition bearing **CP (IB) 507/MB/C-I/2020** filed by the **Thakrar Infotrendz Private Limited** Operational Creditor, under section 9 of the IBC read with rule 6(1) of the Insolvency & Bankruptcy (Application to Adjudicating Authority) Rules, 2016 for initiating Corporate Insolvency Resolution Process (CIRP) against, **Prana Studios Private Limited** the Corporate Debtor, is **admitted**.
16. There shall be a moratorium under section 14 of the IBC, in regard to the following:
  - a. The institution of suits or continuation of pending suits or proceedings against the Corporate Debtor including execution of any judgment, decree or order in any court of law, tribunal, arbitration panel or other authority;

- b. Transferring, encumbering, alienating or disposing of by the Corporate Debtor any of its assets or any legal right or beneficial interest therein;
  - c. Any action to foreclose, recover or enforce any security interest created by the Corporate Debtor in respect of its property including any action under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest (SARFAESI) Act, 2002;
  - d. The recovery of any property by an owner or lessor where such property is occupied by or in possession of the Corporate Debtor.
17. Notwithstanding the above, during the period of moratorium: -
- a. The supply of essential goods or services to the corporate debtor, if continuing, shall not be terminated or suspended or interrupted during the moratorium period;
  - b. That the provisions of sub-section (1) of section 14 of the IBC shall not apply to such transactions as may be notified by the Central Government in consultation with any sectoral regulator;
18. The moratorium shall have effect from the date of this order till the completion of the CIRP or until this Adjudicating Authority approves the resolution plan under sub-section (1) of section 31 of the IBC or passes an order for liquidation of Corporate Debtor under section 33 of the IBC, as the case may be.
19. Public announcement of the CIRP shall be made immediately as specified under section 13 of the IBC read with regulation 6 of the Insolvency & Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016.

20. **Mr. Divyesh Desai**, having Registration No. IBBI/IPA-003/IP-N00061/2017-18/10502, is hereby appointed as Interim Resolution Professional (IRP) of the Corporate Debtor to carry out the functions as mentioned under IBC. The IRP shall carry out functions as contemplated by sections 15, 17, 18, 19, 20 and 21 of the IBC. The fee payable to IRP/RP shall be compliant with Regulations, Circulars and Directions issued by the Insolvency & Bankruptcy Board of India (IBBI) as may be applicable.
21. During the CIRP Period, the management of the Corporate Debtor shall vest in the IRP or, as the case may be, the RP in terms of section 17 of the IBC. The officers and managers of the Corporate Debtor shall provide all documents in their possession and furnish every information in their knowledge to the IRP within a period of one week from the date of receipt of this Order, in default of which coercive steps will follow.
22. The Operational Creditor shall deposit a sum of Rs.3,00,000/- (Rupees Three Lakh only) with the IRP to meet the initial CIRP cost, if demanded by the IRP to fund initial expenses on issuing public notice and inviting claims. The amount so deposited shall be interim finance and paid back to the applicant on priority upon the funds available with the IRP/RP. The expenses, incurred by IRP out of this fund, are subject to approval by the Committee of Creditors (CoC).

23. The Registry is directed to communicate this Order to the Operational Creditor, the Corporate Debtor and the IRP by Speed Post and email immediately, and in any case, not later than two days from the date of this Order.
24. A copy of this Order be sent to the Registrar of Companies, Maharashtra, Mumbai, for updating the Master Data of the Corporate Debtor. The said Registrar of Companies shall send a compliance report in this regard to the Registry of this Court within seven days from the date of receipt of a copy of this order.
25. Ordered accordingly.

**Sd/-**

**PRABHAT KUMAR**

**Member (Technical)**

08.09.2023

Priyal

**Sd/-**

**JUSTICE V. G. BISHT**

**Member (Judicial)**