NATIONAL COMPANY LAW TRIBUNAL
INDORE BENCH
COURT NO. 1

ITEM No.201
CP(IB)/8(MP)2026

Order under Section 7 IBC

IN THE MATTER OF:

Bank of Baroda ....**Applicant**
V/s
Jagdish Construction Ltd ....**Respondent**

Coram:

Hon'ble Shri Brajendra Mani Tripathi, Member (J)
Hon'ble Shri Man Mohan Gupta Member (T)

PRONOUNCEMENT OF ORDER
Delivered on 12/08/2026

The case is fixed for pronouncement of the order.

The order is pronounced in open Court *vide* separate sheet.

Sd/-	Sd/-
MAN MOHAN GUPTA	**BRAJENDRA MANI TRIPATHI**
MEMBER (TECHNICAL)	**MEMBER (JUDICIAL)**

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IN THE NATIONAL COMPANY LAW TRIBUNAL

INDORE BENCH

CP(IB)/8(MP)2026

[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:

Bank of Baroda

(A banking company incorporated under the Banking Regulation Act, 1949)

CIN: U99999MH1911PLC007676

Head Office: Baroda Bhawan, R.C. Dutt Road,

Alkapuri, Vadodara – 390007 (Gujarat)

Branch Office: Nimbahera Branch, Chittorgarh

(Rajasthan) **...Applicant/Financial Creditor**

Versus

Jagdish Construction Limited

(CIN: U45202MP1990PLC005700)

Registered Office: 25, Jaroli Trade Centre, 1st Floor,

In front of Jama Masjid, Neemuch (M.P.) – 458441

...Respondent/ Corporate Debtor

CORAM:

SHRI BRAJENDRA MANI TRIPATHI, HON'BLE MEMBER (J)

SHRI MAN MOHAN GUPTA, HON'BLE MEMBER (T)

APPEARANCE:

For the Applicant: Ayush Sharma Adv.

For the Respondent: None

ORDER

Delivered on: 12.08.2026

1. This Company Petition has been filed by **Bank of Baroda** ("Financial Creditor"), seeking to initiate the Corporate Insolvency Resolution Process (CIRP) against **Jagdish Construction Limited** ("Corporate Debtor") under Section 7 of the Insolvency and Bankruptcy Code, 2016 ("IBC"/ "the Code") read with Rule 4 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016, for having committed default in payment of its financial debt amounting to **Rs. 10,94,33,610.91/-** (Rupees Ten Crore Ninety-Four Lakh Thirty-Three Thousand Six Hundred Ten and Ninety-One Paisa only) as on **30.11.2025**.

2. On perusal of **Part-I of Form-1**, the Financial Creditor is Bank of Baroda, acting through its authorised signatory Mr. Uddhav Kumar Chaudhary, Chief Manager, Nimbahera Branch, who has been authorised by Power of Attorney dated 24.01.2025, annexed at **'Annexure-1'.**

3. On perusal of **Part-II of Form-1**, the Corporate Debtor is **Jagdish Construction Limited**, having CIN U45202MP1990PLC005700, a Public company incorporated on 22.02.1990 under the Companies Act, 1956, having its registered office at 25, Jaroli Trade Centre, 1st Floor, in front of Jama Masjid, Neemuch (M.P.) – 458441, and engaged in the business of freight transport by road. As per the Master Data available on the website of the Ministry of Corporate Affairs, annexed at **'Annexure-2'**, the Corporate Debtor is an active company having authorised and paid-up share capital of Rs. 2,00,00,000/- each.

4. On perusal of **Part-III of Form-1**, the Financial Creditor has proposed the name of **Mr. Rishabh Chand Lodha**, Registration No. IBBI/IPA-001/IP-P01075/2017-2018/11766 (Authorisation for Assignment valid up to 31.12.2026 having address at E-5, Basant Vihar, Bhilwara (Rajasthan) – 311001, e-mail: rishabhlodha57@gmail.com, under Section 13(1)(c) of the Code to act as the Interim Resolution Professional (IRP). He has filed his written communication in Form-2, annexed at **'Annexure-3'**, as required under Rule 9(1) of the Insolvency and Bankruptcy (AAA) Rules, 2016.

5. On perusal of **Part-IV of Form-1**, the total amount claimed to be in default is **Rs. 10,94,33,610.91/-**. The date of disbursement is stated to be 29.03.2023 and the date of default is stated to be **28.06.2025**, being the date of classification of the account of the Corporate Debtor as a Non-Performing Asset (NPA).

6. The Financial Creditor has placed the facts through this Petition, along with supporting documents, in the following manner:

(i) Upon the request of the Corporate Debtor, the Financial Creditor sanctioned a term loan facility of **Rs. 14,58,00,000/-** for the purchase of thirty (30) commercial vehicles, vide sanction letter dated 24.03.2023 ('Annexure-4'). The facility was disbursed on 29.03.2023 and was availed by the Corporate Debtor under the loan accounts maintained with the Financial Creditor.

(ii) The repayment obligation was secured, *inter alia*, by hypothecation of the thirty commercial vehicles financed under the facility, by the personal guarantees of Mrs. Shashi Prabha Singhania, Mr. Sumit Singhania and Mr. Amit Singhania, and by the corporate guarantee of M/s Jagdish Trading Company, evidenced by the loan and security documents dated 24.03.2023 placed on record, and further registered as charges with CERSAI.

(iii) The Corporate Debtor failed to service the facility and to clear the outstanding dues. Consequently, the account of the Corporate Debtor was classified as a **Non-Performing Asset (NPA) on 28.06.2025**, in accordance with the applicable RBI Prudential Norms on Income Recognition, Asset Classification and Provisioning.

(iv) Following such classification, the Financial Creditor issued a **Loan Recall Notice dated 17.07.2025** ('Annexure-17'), recalling the entire outstanding dues and calling upon the Corporate Debtor and the guarantors to repay the outstanding amount. Despite service of the said notice, the Corporate Debtor failed to repay the outstanding dues.

(v) The Financial Creditor has further placed on record the record of default issued by the Information Utility, namely, NESL, in Form D under Regulation 21 of the Insolvency and Bankruptcy Board of India (Information Utilities) Regulations, 2017 ('Annexure-18'), which records the date of default as **28.06.2025 with status as Authenticated** and corroborates the existence of the financial debt and the occurrence of default.

7. The Financial Creditor has, in support of the Petition, relied upon the following documents placed on record:

(i) Sanction letter dated 24.03.2023;

(ii) Loan and security documents dated 24.03.2023, including the loan-cum-hypothecation-cum-guarantee agreement, the guarantees of the personal and corporate guarantors, and the related undertakings;

(iii) CERSAI charge-registration records evidencing the security interest of the Financial Creditor;

(iv) Statements of account of the loan facilities extended to the Corporate Debtor;

(v) Loan Recall Notice dated 17.07.2025;

(vi) Record of default issued by the Information Utility (NESL); and

(vii) Master Data of the Corporate Debtor from the Ministry of Corporate Affairs.

8. The Corporate Debtor entered appearance through its counsel and represented that it would file its reply; however, despite being granted ample opportunity, the Corporate Debtor failed to file any reply or to make any submission in the matter. On 31.07.2026, none appeared on behalf of the Corporate Debtor, and accordingly the right of the Corporate Debtor to file its reply was closed.

Analysis and Findings:

9. We have heard the Learned Counsel appearing for the Financial Creditor and have carefully perused the material available on record, including the pleadings and the documents placed on record. The Corporate Debtor, though afforded opportunity, has not filed any reply and the Petition proceeds unrebutted.

10. From the material placed on record, it is evident that the Corporate Debtor availed the term loan facility from the Financial Creditor, and that the said facility falls squarely within the definition of **"financial debt" under Section 5(8) of the Code**.

11. It is equally evident from the statements of account, the Loan Recall Notice dated 17.07.2025 and the record of default issued by the Information Utility (NESL) that the Corporate Debtor has committed default in repayment of the financial debt, the date of default being **28.06.2025**.

12. The Hon'ble Supreme Court in *Innoventive Industries Ltd. v. ICICI Bank Ltd., (2018) 1 SCC 407*, has held that the Adjudicating Authority, while dealing with an application under Section 7, is required only to ascertain **whether a financial debt exists and whether a default has occurred**. Once the Adjudicating Authority is satisfied that a default has occurred and that the application is complete, the application is required to be admitted. The same principle has been reiterated in *M. Suresh Kumar Reddy v. Canara Bank & Ors. (Civil Appeal No. 7121 of 2022).*

13. In the present case, the Financial Creditor has placed on record the statements of account, documentary evidence of the loan transaction, and the record of default from the Information Utility, which clearly establish the financial debt and the outstanding liability of the Corporate Debtor.

14. As regards limitation, the date of default is 28.06.2025 and the present application has been filed within a period of three years therefrom. The application is, therefore, well within the period of limitation prescribed under Article 137 of the Limitation Act, 1963, as held applicable to applications under the Code in *B.K. Educational Services Pvt. Ltd. v. Parag Gupta & Associates, (2019) 11 SCC 633*.

15. The amount claimed to be in default is **Rs. 10,94,33,610.91/-**, which is well above the minimum threshold prescribed under Section 4 of the Code.

16. In view of the material placed on record and the legal position discussed hereinabove, we are satisfied that the Financial Creditor has established the **existence of a financial debt and the occurrence of default** on the part of the Corporate Debtor, that the application is complete in all respects, and that the same has been filed within limitation. Accordingly, the present application filed under Section 7 of the Code **deserves to be admitted**.

ORDER

17. In light of the above facts and circumstances, it is hereby ordered as under:

(i) The Respondent/Corporate Debtor, **Jagdish Construction Limited**, is **admitted** into the Corporate Insolvency Resolution Process (CIRP) under Section 7 of the IBC, 2016.

(ii) As a consequence, a moratorium under Section 14 of the Code is declared, prohibiting all of the following in terms of Section 14(1) of the IBC, 2016:

(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 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.

(iii) The supply of essential goods or services to the Corporate Debtor, as may be specified, shall not, if continuing, be terminated, suspended or interrupted during the moratorium period, in terms of Section 14(2) and 14(3) of the Code. The moratorium shall not apply to the transactions, agreements or other arrangements notified by the Central Government, and to a surety in a contract of guarantee to the Corporate Debtor.

(iv) The order of moratorium shall have effect from the date of this order till the completion of the Corporate Insolvency Resolution Process or until this Adjudicating Authority approves the Resolution Plan under Section 31(1) or passes an order for liquidation of the Corporate Debtor under Section 33 of the Code, as the case may be.

(v) As proposed by the Financial Creditor, **Mr. Rishabh Chand Lodha**, Registration No. IBBI/IPA-001/IP-P01075/2017-2018/11766, having address at E-5, Basant Vihar, Bhilwara (Rajasthan) – 311001 (e-mail: rishabhlodha57@gmail.com), is appointed as the **Interim Resolution Professional (IRP)** under Section 13(1)(c) of the Code to conduct the CIRP of the Corporate Debtor, subject to his holding a valid Authorisation for Assignment as on the date of this order. He has filed his written communication in Form-2 ('Annexure-3') as required under Rule 9(1) of the Insolvency and Bankruptcy (AAA) Rules, 2016.

(vi) The IRP shall conduct the Corporate Insolvency Resolution Process as per the Insolvency and Bankruptcy Code, 2016 read with the Regulations made thereunder.

(vii) The IRP shall make a public announcement of the initiation of the CIRP and call for submission of claims under Section 15, as required by Section 13(1)(b) of the Code, and shall perform all his functions as contemplated, *inter alia*, by Sections 17, 18, 20 and 21 of the Code. All personnel connected with the Corporate Debtor, its promoters, or any other person associated with the management of the Corporate Debtor are under a legal obligation, under Section 19 of the Code, to extend every assistance and cooperation to the IRP. Where any such person does not assist or cooperate, the

IRP is at liberty to make appropriate application to this Adjudicating Authority for an appropriate order.

(viii) The IRP shall take full charge of the assets and records of the Corporate Debtor without any delay, and is at liberty to take police assistance in this regard; the concerned Police Authorities are directed to render all necessary assistance to the IRP.

(ix) The IRP shall be under a duty to protect and preserve the value of the property of the Corporate Debtor and to manage its operations as a going concern, as part of the obligation imposed by Section 20 of the Code.

(x) The IRP, or the Resolution Professional as the case may be, shall submit to this Adjudicating Authority periodical reports with regard to the progress of the CIRP in respect of the Corporate Debtor.

(xi) The Financial Creditor is directed to pay the IRP a sum of **Rs. 50,000/-** (Rupees Fifty Thousand only) in advance, within a period of seven days from the date of this order, to meet the cost of the CIRP arising out of issuing public notice and inviting claims, etc., till the Committee of Creditors decides upon his fees/expenses.

(xii) The Registry is directed to communicate this order to the Financial Creditor, the Corporate Debtor and the Interim Resolution Professional, and to the concerned Registrar of Companies and the Insolvency and Bankruptcy Board of India, within seven working days, and to upload the same on the website immediately after pronouncement. The Registrar of Companies shall update the Master Data of the Corporate Debtor in the MCA portal with a specific mention regarding admission of this application. The IRP shall also serve a copy of this order upon the concerned departments, including Income Tax, GST (Centre), State Trade Tax and Provident Fund, and upon the trade unions/employees' associations, so that they are informed of the initiation of the CIRP against the Corporate Debtor in a timely manner.

(xiii) The commencement of the Corporate Insolvency Resolution Process shall be effective from the date of this order.

18. Accordingly, **CP(IB)/8(MP)2026** is **admitted**. A certified copy of this order may be issued, if applied for, upon compliance with all requisite formalities.

Sd/-
MAN MOHAN GUPTA
MEMBER (TECHNICAL)

Sd/-
BRAJENDRA MANI TRIPATHI
MEMBER (JUDICIAL)

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