

**IN THE NATIONAL COMPANY LAW TRIBUNAL  
HYDERABAD BENCH, HYDERABAD**

**CP (IB) No. 443/9/HDB/2019  
U/s. 9 of Insolvency & Bankruptcy Code, 2016  
R/w Rule 6 of I & B (AAA) Rules, 2016**

**Between:**

M/s. Walsons Services Private Limited  
74, Golf Links  
NEW DELHI - 110 003

...Petitioner/Operational Creditor

**VERSUS**

M/s. Zentora Overseas Careers Private Limited  
G-12, Municipal No.6-3-1192/1/G/12  
Ground Floor, Block-II, White House  
Begumpet  
Hyderabad - 500 016, Telangana

... Respondent/ Corporate Debtor

**Date of order: 02.03.2020**

**Coram:**

Hon'ble Shri Ratakonda Murali, Member (Judicial)

Hon'ble Shri Narender Kumar Bhola, Member (Technical)

**Parties / Counsels present:**

For the Petitioner : Ms. Palak Rohmetra, Advocate

For the Respondent: Mr. D. Raghavulu, Mr. G. Eshwar Kumar,  
Advocates

**Per: Hon'ble Shri Narender Kumar Bhola, Member (Technical)**

**Heard on: 23.12.2019, 02.01.2020, 24.01.2020, 05.02.2020**

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- iii. It is averred the Operational Creditor duly rendered services to the full satisfaction of the Corporate Debtor and raised invoices from time to time for the services rendered in eight different locations of the Corporate Debtor.
- iv. It is averred as per Clause 33 of the Agreement, it was agreed that monthly invoices would be raised on or before 10<sup>th</sup> of every calendar month for the services provided in the previous month and the Corporate Debtor was supposed to make the payment within 45 days from the date of invoice and if it delays payment more than 90 days, the Operational Creditor is entitled to receive interest @ 2% per month.
- v. It is averred initial invoices raised during 2016 were duly honoured by the Corporate Debtor but in the year 2017, the payments became irregular and Corporate Debtor failed to make payments for 35 invoices raised by the Operational Creditor.
- vi. It is averred even after the expiry of the Agreement on 30<sup>th</sup> September, 2017, yet at the request of the Corporate Debtor, rendering services were continued by the Operational Creditor and requested to clear the outstanding amount as on September, 2017. The Corporate Debtor acknowledged the same vide email dated 27.11.2017 and assured that the payment will be made within 12 working days and did not raise any dispute with regard to the services rendered by the Operational Creditor.
- vii. It is averred the Corporate Debtor arbitrarily issued a closure notice on 30.11.2017 wherein the services of the Operational Creditor were terminated and stated that the services rendered by the Operational Creditor will be concluded w.e.f. 02.12.2017 and the payment will be cleared within 3 months from the date of the closure notice. But Operational Creditor




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did not accept the payment terms and informed the same on 04.12.2017.

viii. It is averred neither during the term of the agreement nor post termination of the Agreement, the Corporate Debtor ever disputed the invoices, nor the pending payments owed by the Corporate Debtor to the Operational Creditor for services rendered by the Operational Creditor.

ix. It is averred between December 2017 and May, 2018, the Operational Creditor made several requests to clear the outstanding payments but no payments were received from the Corporate Debtor and the Operational Creditor was constrained to issue demand Notice on 09.06.2018 to the Corporate Debtor under Insolvency and Bankruptcy Code, 2016, which was received by the Corporate Debtor on 18.06.2018.



x. It is also averred several meetings were held and emails were exchanged between the Operational Creditor and Corporate Debtor during the period from July, 2018 to February, 2019, wherein the Operational Creditor repeatedly requested the Corporate Debtor to clear the outstanding payments, which was duly acknowledged by the Corporate Debtor, vide its email dated 24.01.2019.

xi. It is averred even after the issue of the demand notice, neither received any payment nor any convincing response from the Corporate Debtor and any notice of dispute towards the outstanding payment. Hence the petition.

3. The Corporate Debtor filed counter. The averments in the counter that Operational Creditor approached the Operational Creditor through a third-party company i.e. M/s. Chevronne Group for providing security services to its four clients, M/s.

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Morevisas Immigration Services Private Limited, M/s. Zentora Overseas Careers Private Limited, M/s. Career Overseas Outsourcing Private Limited and M/s. Opulentus Overseas Careers Private Limited. It is alleged that invoices were raised in the name of client companies individually. All the invoices were shared with Chevornne Group and accordingly the payments were to be made by the client companies. However, the Petitioner Company violated the terms and conditions of Agreement dated 22.09.2016 for which this Corporate Debtor sustained huge financial loss.

4. It is also averred a Security Service Agreement was executed between Operational Creditor and Corporate Debtor for providing security services to the Corporate Debtor from 30.09.2016 to 30.09.2017. It is also stated that invoices to be raised on or before 10<sup>th</sup> of every calendar month for the services provided in the previous month and Corporate Debtor to make payment within 45 days. In case of delay beyond 90 days, interest @ 2% per month to be paid.

5. Corporate Debtor denied the allegation that Operational Creditor rendered services to the satisfaction of Corporate Debtor. It is alleged Corporate Debtor has paid amount covered by 11 invoices. Details of the amount paid under the invoices are given in the counter. It is alleged Operational Creditor has deliberately suppressed the payment. It is stated Corporate Debtor terminated the Agreement by giving notice dated 30.11.2017. It is alleged Operational Creditor has not furnished proper accounts. It is stated that Corporate Debtor did not arbitrarily issued closure notice. It is alleged a civil suit was filed against employees of the Operational Creditor when they tried to enter into the premises of Corporate Debtor after termination of the Agreement. It is stated an amount of Rs.4,11,463/- was already paid in respect of 11 invoices. A reply was issued to the demand notice.

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vi. That the Public announcement of Corporate Insolvency Resolution Process shall be made immediately as specified under section 13 of the code.

vii. Registry to send a copy of this order to the Registrar of Companies, Hyderabad for appropriately changing the status of Corporate Debtor herein on the MCA-21 site of Ministry of Corporate Affairs.



*NKB*  
2.3.2020  
NARENDER KUMAR BHOLA  
MEMBER (TECHNICAL)

*G*  
2/3/2020  
RATAKONDA MURALI  
MEMBER (JUDICIAL)

Syamala

*Syamala*  
Dy. Regd. Asst. Reg. Court Officer/  
National Company Law Tribunal, Hyderabad Bench

प्रमाणित प्रतिलि  
CERTIFIED TRUE COPY  
केस संख्या  
CASE NUMBER..... CP (IB) 20-443/9/HDB/19,  
निर्णय का तारीख  
DATE OF JUDGEMENT..... 2/3/2020.  
प्रति तैयार किया गया तारीख  
COPY MADE READY ON..... 4/3/2020.