



**NATIONAL COMPANY LAW TRIBUNAL**  
**NEW DELHI BENCH (COURT-II)**

**Company Petition No. (IB)-742(ND)/2022**

**IN THE MATTER OF:**

**Mr. Vijay Jain & Ors.**

H-30, Phase -1, Ashok Vihar,  
Delhi -110052

**... Applicants**

**VERSUS**

**M/s Laxmi Foils Private Limited**

Registered Office:  
Shop No. G-22 (UGF) D-1  
(K-84) Green Park Main,  
South Delhi, Delhi -110016

**... Respondent**

**Section: 7 of IBC, 2016**

**Order Delivered on: 05.07.2023**

**CORAM**

**SH. ASHOK KUMAR BHARDWAJ, HON'BLE MEMBER (J)**

**SH. L. N. GUPTA, HON'BLE MEMBER (T)**

**PRESENT:**

**For the Applicant** : Adv. Ashish Verma, Adv. Arnav Aggarwal,  
Adv. Shekhar Sharma

**For the Respondent** : Adv. Richa Sandilya, Adv. Kunal Tandon



## ORDER

PER: SH. L. N. GUPTA, MEMBER (T)

Mr. Vijay Jain and 13 others (for brevity, the “**Applicants**”) have filed the present petition under Section 7 of the Insolvency and Bankruptcy Code, 2016 (for brevity, the ‘**IBC, 2016**’) read with Rule 4 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016 with a prayer to initiate the Corporate Insolvency process against M/s Laxmi Foils Private Limited (for brevity, the “**Respondent**”).

2. The Respondent namely, M/s Laxmi Foils Private Limited is a Company incorporated on 10.03.2000 with CIN U74899DL2000PTC104341 under the provisions of the Companies Act, 1956 having its registered office at Shop No. G-22 (UGF) D-1, (K-84) Green Park Main, South Delhi, Delhi -110016, which is within the territorial jurisdiction of this Bench. The Authorized Share Capital of the Respondent Company is Rs.50,00,000/- and the Paid-up Share Capital of the Company is Rs.47,36,480/- as per the Master Data.

3. It is submitted by the Applicant that the Respondent is engaged in the business of manufacturing aluminum hot-rolled products, aluminum cold-rolled products and aluminum sheets, etc. It is further submitted that the Respondent approached each of the Applicants, requesting them to extend certain credit facilities towards the capital expenditure and general corporate expenses of the Respondent. The total credit facilities of Rs.1,66,34,037/- were extended by the Applicants to the Respondent. The Respondent has



already utilized the said credit facilities. Most of the Applicants were shareholders of the company and as such the said facilities were extended to the Respondent as interest-free unsecured loans. In December 2021, the discussion between the erstwhile shareholders and M/s OMAT Business Private Limited (a subsidiary of OFB Tech Private Limited) commenced for the sale of the shareholding of the Respondent Company. Subsequently, the Applicants' entire shareholding was acquired by M/s OMAT Business Private Limited and Asish Mohapatra on 05.03.2022, in terms of the Share Purchase Agreement dated 03.02.2022, and new management took over the affairs of the Company. During the course of discussions leading to the execution of the share purchase agreement, it was agreed with the new management of the Respondent that the said unsecured credit facilities would be repaid by the Respondent upon the transaction being finalized. The particulars of the unpaid Financial Debt claimed including the total amount of default and the date of default are mentioned in Part IV of the application, which reads thus:

**PART - IV**

<b>PARTICULARS OF FINANCIAL DEBT</b>		
1.	Total amount of debt granted and date(s) of disbursement	Rs. 1,66,34,037/- (Rupees One Crore Sixty Six Lakhs Thirty Four Thousand and Thirty Seven Only) along with unpaid accumulated interest @18% per annum from the date of demand amounting to Rs. 15,74,992/- as on 12.09.2022.  Date(s) of disbursement: The disbursement of the credit facilities are admitted as is evident upon perusal of the Finance Facility Agreements executed on 11.02.2022
2.	Amount claim to be in default and the date on which the default occurred.	<b>Total Claim Amount as on 12.09.2022: Rs. 1,82,09,029/-</b> (Rupees One Crore Eighty Two Lakhs



	<p>[Attach the workings for computation of amount and days of default in tabular form)</p>	<p>Nine Thousand Twenty Nine Only).</p> <p>Date on which the default occurred:</p> <p>The default occurred on 04.03.2022 when the Corporate Debtor failed to make repayment of the credit facilities advanced to it despite demand for the same. The default also occurred on when the Corporate Debtor failed to make payments towards aforesaid outstanding even after expiry of 1 week period the date of receipt of demand notices on 22.07.2022 &amp; 01.08.2022. Moreover, the default is continuing as the Corporate Debtor has failed to pay the above-mentioned outstanding debt.</p> <p>Copy of table containing workings for computation of amount in tabular form is annexed herewith and marked as <b>ANNEXURE A-5.</b></p>
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4. As per Part IV of the application reproduced above, the Applicant has claimed an outstanding financial debt of Rs.1,82,09,029/- and relied on 04.03.2022 as the date of default.

5. In support of their claim, the Applicants have relied on the following documents -

- i) Copy of table containing workings for computation of outstanding amount.
- ii) Copy of the Finance Facility Agreements executed on 11.02.2022.
- iii) Copy of the cheques that are signed by the Applicants in the discharge of the liability.



- iv) Copy of provisional Balance Sheet as of 04.03.2022.
- v) Copy of the relevant WhatsApp communications.
- vi) Copy of the notices dated 20.07.2022 and 26.07.2022.
- vii) Copy of the Bank Statement/certificate of the Applicants.

6. Based on the aforesaid facts and documents, the Applicants have prayed for initiation of CIRP against the Respondent.

7. On issuance of the notice, the Respondent filed its reply stating that:

7.1 The Applicant Nos. 1-10 in the Memo of parties are the erstwhile Shareholders of the Corporate Debtor (hereinafter referred to as **“erstwhile Shareholders”**) and Applicant Nos. 11-14 are related parties to Applicant Nos. 1-10 (hereinafter referred to as **“Related Parties”**), which is effectively owned and controlled by Applicants Nos. 1-10 and their family members themselves and are alter egos of the same.

7.2 During December 2021 the erstwhile shareholders of the Respondent approached OMAT Business Pvt. Ltd. with the intent of selling their 100% share in the Respondent to OMAT Business Pvt. Ltd.

7.3 For acquiring the shareholdings of the erstwhile Shareholders, valuation of the shareholdings of the Respondent along with audit report was conducted by DNS & Associates, Chartered Accountant on 01.02.2022. The erstwhile Shareholders provided the balance sheets, profit and loss accounts, and other accounting documents for the purposes of carrying out the valuation, pursuant to whereof the valuation was carried out. The balance



sheet contained an entry of related party transaction as an unsecured loan of Rs.1,66,34,037/- (shown as granted to the Respondent by the Applicants, including the erstwhile Shareholders).

7.4 Pursuant to the valuation report dated 01.02.2022, the erstwhile Shareholders executed a Share Purchase Agreement dated 03.02.2022, vide which the current management i.e., OMAT Business Pvt. Ltd. took over the Respondent, and thereby, making the Respondent a wholly owned subsidiary of OMAT Business Pvt. Ltd.

7.5 The valuation, which formed the consideration for the transfer of shares from the erstwhile Shareholders to the current shareholders, contained the effect of the alleged loan transaction carried out by the erstwhile Management. It is in this view of the matter that under clause 6.5 of the said Share Purchase Agreement, the erstwhile Shareholders on behalf of the Applicant Nos. 1-10 have released/waived/discharged/relinquished all/any rights and claims against the company/ Respondent, including the right to recover the aforesaid amount. Clause 6.5 is reproduced herein below for ready reference -

*“Each Seller, hereby irrevocably and unconditionally as on the Closing Date, release, waives and discharges, and undertakes and confirms that all the Affiliates of such Seller have irrevocably and unconditionally released, waived and discharged, for all purpose any and all of their respective rights (whether contractual or otherwise), claims, demands, damages, losses, costs, expenses, actions or causes of action or lawsuits (in law or in equity), of any nature, whether known or unknown, fixed or contingent, direct or indirect that such Seller or any of its Affiliates, or their respective assigns and successors (collectively, the **“Releasing Parties”**) may have against the Company or Company's past or present directors, officers, employees, agents, assigns, successors, shareholders,*



*investors (collectively, the “Releasing Parties”) in relation to any and all claims and all amounts payable and/or due in respect of any event prior to the Closing Date and arising from or relating to Company's obligations and all liabilities arising out of or in relation to Releasing party and any Released Party prior to the Closing Date, whether asserted by any Releasing Party or any Person on behalf of any Releasing Party or by any successor, assignee or transferee of any Releasing Party.”*

Hence, it is clear that the Applicants do not have any rights or claims against the Respondent and as such, the application under Section 7 seeking payment of Rs.1,66,34,037/- is not maintainable, as the alleged debt amount is neither due nor payable by the Respondent.

7.6 In terms of the Share Purchase Agreement, the closing of the transaction was done on 04.03.2022. Accordingly, the provisional Balance Sheet as on 03.03.2022 and as on 04.03.2022 (closing date) was prepared by the erstwhile Shareholders.

7.7 Pursuant to the said Share Purchase Agreement, the entire shares held by the erstwhile Shareholders in the Respondent were transferred to OMAT Business Pvt. Ltd. at a consideration of Rs.10,62,51,650/-, out of which an initial consideration of Rs.7,96,88,812/- was paid and an amount of Rs.2,65,62,937/- was deferred. The initial consideration amount was paid in terms of representation, warranties of promise, assurances, undertakings, indemnities, and other covenants contained in the Share Purchase Agreement. The amount of Rs.2,65,62,937/- was deferred only with the intent to verify the authenticity and genuineness of the transaction and representations, warranties, promises, and assurances contained in the Share Purchase Agreement.



7.8 Upon taking over the Respondent, the representations and warranties were found to be untrue and incorrect, pursuant whereof the Respondent suffered a loss of Rs.1,39,75,100/- and Rs.3,44,32,024/- towards (i) labour retainership for the financial year up to February 2022, (ii) expenses incurred towards the change of auditor (as the auditor appointed by Applicant was disqualified from being appointed as statutory auditor), (iii) towards repair and replacement of various parts in the plant of the Respondent due to its dilapidated and damaged condition, and (iv) expenses of Rs.3,44,32,024/- towards the maintenance of the plant and machinery.

7.9 Other than the above losses, the Respondent, post-closing, received demand notices from 4 alleged operational creditors under Form-3 of IBBI regulations, i.e. (i) demand notice dated 02.08.2022 issued by M/s Mandark Consultants Pvt. Ltd. for an amount of Rs.1,86,18,168/-, (ii) demand notice dated 02.08.2022 issued by Shashi Beriwal & Co. Pvt. Ltd. for an amount of Rs.1,76,92,265/- (iii) demand notice dated 02.08.2022 issued by Tisyaketu India Pvt. Ltd., for an amount of Rs.1,35,58,860/- (iv) demand notice dated 02.08.2022 Windbear Multiservices Pvt. Ltd. for an amount of Rs.1,11,72,968/-) for a total amount of Rs.6,10,42,261/-.

7.10 It is for the first time when the aforesaid notices were issued by the Operational Creditors, that the Respondent came to know about the liabilities that the erstwhile Shareholders being the Applicants no.1-10 in the present application had incurred post 31.12.2021 i.e., Accounts Date (defined in the Share Purchase Agreement). This transaction was neither informed to the new management nor was this transaction done in the ordinary course of business.



The demand notices issued by the aforesaid Operational Creditors were supported by the acknowledgment signed by Mr. Rajesh Jain (who is one of the Applicants in the present application) for and on behalf of the Respondent, post execution of the Share Purchase agreement, which, admittedly, was without any authority whatsoever, and done dishonestly.

7.11 Since some of the material representations and warranties made by the erstwhile Shareholders under the Share Purchase Agreement turned out to be untrue and false, due to the mala fide and wrong representation by the erstwhile Shareholders, OMAT Business Pvt. Ltd. issued a legal notice dated 25.08.2022 (invoking the right of indemnification in terms of Clause 10 of the Share Purchase Agreement) seeking recovery of Rs.10,94,49,385/- being, (i) arising out of and in relation to the Share Purchase Agreement dated 03.02.2022, (ii) a sum of Rs.3 Crores for the damages for the loss of profit and legal expenses and management etc., and (iii) most importantly, terminated the Share Purchase Agreement dated 03.02.2022, thereby, simultaneously invoking arbitration in terms of Clause 12 of the Share Purchase Agreement.

7.12 In response to the legal notice dated 25.08.2022, the erstwhile Shareholders vide reply dated 22.09.2022 sought to justify their stand inter alia stating that the said transaction leading to the Share Purchase Agreement was executed after the satisfaction and due diligence by the management of OMAT Business Pvt. Ltd. Interestingly, in para 18 of the said response, the Applicants have stated that-

*“In fact as far as the payment of unsecured debts of the erstwhile shareholders was concerned, the Facilities Agreement had been got*



*drafted and executed at your Client's behest. In terms of the said agreement the company had duly accepted and acknowledged its liability in respect of the unsecured loan amounts and agreed to repay the same. In terms of the understanding the cheque for the purpose of discharge of the said liability had been prepared on 04.03.2022 and had been assured by your Client that the same shall be sent to our Clients within next couple of days. The said cheques had been sent for counter signatures of Mr. Lokesh Garg, of your Client and the respective accounting entries had also been given effect to in the books of accounts. However, it is apparent that at the time of execution of the said agreement there was a malafide and fraudulent intent on the part of Your Client to cheat our Clients and it is with the said criminal intent that it had failed to make payment of the outstanding liability till date despite repeated request and demand for the same. Our Clients, reserve their right to pursue appropriate legal proceedings against your Client as well as the Respondent M/s Laxmi Foils Pvt. Ltd which has in the instant case failed to discharge its outstanding debts.”*

7.13 The above-quoted portion alleges that some cheques which were signed by Mr. Rajesh Jain were sent to Mr. Lokesh Garg, the authorized representative of the Complainant (also appointed as the representative of M/s Laxmi Foils Pvt. Ltd.) herein for the purposes of clearance of the alleged liability of the erstwhile shareholders, which were allegedly not signed by Mr. Lokesh Garg. If this would have been the case, then the original cheques ought to have been in the custody of the Respondent, which is not true.

7.14 Further to the aforesaid response, the Applicants agreed with the invocation and as such, issued notice appointing an arbitrator for adjudication of the disputes.



7.15 Considering the aforesaid facts and circumstances, the current management of the Respondent i.e., OMAT Business Pvt. Ltd. filed a police complaint with the DCP, EOW, Mandir Marg under various provisions of the Indian Penal Code including Sections 378, 405, 406, 409, 420, 425, 426, 463, 464, 465, 467, 468, 477A, 120-B and 34 of IPC, vide its complaint dated 10.10.2022 and Additional Complaint dated 12.01.2023.

7.16 The present Petition, thus, has been filed in retaliation to the police complaint filed by OMAT Business Pvt. Ltd., only with the intent to harass and extort money from the present management of the Respondent, seeking payment for an amount of Rs.1,66,34,037/- as debt amount due and payable by the Respondent.

7.17 The present petition under Section 7 of IBC was served on 10.12.2022, one day before the actual hearing before this Hon'ble Tribunal and it is for the first time that Respondent came to know that there are actually 14 cheques bearing Nos. 160562, 160563, 160564, 160565, 160566, 160567, 160568, 160569, 160570, 160571, 160572, 160573, 160574, 160575, all dated 04.03.2022 which allegedly indicated that Laxmi Foils Pvt. Ltd./Respondent owes a sum of Rs.1,66,34,037/- to the Applicants. It is stated that the said cheques have been allegedly issued in favour of other Applicants by Mr. Rajesh Jain, who himself is an Applicant in the present petition, on 04.03.2022 i.e., on the closing date, as per the Share Transfer Agreement. It is most astonishing to note that all these cheques bear the signatures of Mr. Rajesh Jain who signed these cheques on the last day i.e., on 04.03.2022, and that too without any authorization for signing these cheques for and on behalf of



Respondent. And, all the Applicants are related parties i.e., family members of Mr. Rajesh Jain. On this aspect, the additional complaint dated 12.01.2023 was filed. This act of Mr. Rajesh Jain of issuing alleged cheques without any authorization upon other Applicants, who are related parties to Mr. Rajesh Jain, clearly evidences mala fide intent of the Applicant to cheat and cause wrongful gain to themselves and wrongful loss to the Respondent.

7.18 It is stated that the Respondent was taken over by OMAT Business Pvt. Ltd., and Mr. Rajesh Jain who is one of the Applicants in the present petition, was retained by the Respondent so as to keep the Respondent as a going concern. It is most pertinent to state that the cheques that are relied on by the Applicants are dated 04.03.2022, whereas the closing date as enunciated as the Share Purchase Agreement is 04.03.2022, which clearly states that no amount was due and payable by the present management of the Respondent. It is most astonishing to see how the cheques dated 04.03.2022 were issued on the closing date i.e., 04.03.2022 when the entire transaction with the Applicants was over and executed by 04.03.2022 and funds were infused by the present management on 05.03.2022. This fact is further proved and evident from the balance sheet dated 04.03.2022 filed with the Section 7 application by the Applicants (page no.105 of the application), wherein loan from directors and shareholders are shown as blank, which clearly shows that there is no debt due and payable to the Applicants by the Respondent as on 04.03.2022. Thus, the cheques alleged to have been issued are forged and fabricated, which have been prepared only with the intent to cause wrongful loss to the Respondent and its current Management.



7.19 It is most pertinent to mention that the said balance sheet is also acknowledged by Mr. Rajesh Jain and Mr. Vijay Jain and as such, it is evident that no amount whatsoever as claimed by the Applicant is due and payable.

7.20 From the above facts, it is evident that the alleged cheques dated 04.03.2022 relied on by the Applicants are forged instruments only made with an intent to extort money from the management of the Respondent and initiate insolvency proceedings against the Respondent fraudulently and with malicious intent. Thus, it is a clear case whereby there is an existing dispute between the parties and as such, the amount is neither due and payable nor is recoverable. This existing dispute is also admitted by the Applicants while appointing the arbitrators.

7.21 The mala fide intent of the Applicant is furthermore evident from the fact that the alleged Financial Agreement upon which reliance has been placed by the Applicant is dated 11.02.2022 and is only signed by Applicant no.1 and 6. The said Financial Agreement does not bear the signature of any of the Respondent or any person from the management of the Respondent. It is stated that once the closing has been achieved by the present management of the Respondent, and the same has been acknowledged by the Applicant no.1 and 6 upon signing the balance sheet dated 04.03.2022, the issue with respect to any amount due and payable by the present management of the Respondent does not arise. Thus, proving that no financial agreement dated 11.02.2022 was ever executed between the parties. Further, the Applicants had not brought on record any documentary evidence to show that the said Financial agreement dated 11.02.2022 was ever executed between the parties.



7.22 The mala fide conduct of the Applicants specifically, Applicant nos. 1, 6 and 7 is furthermore evident from the fact that several police complaints and First Information Report (FIR) are registered against the Applicants no. 1, 6, and 7 wherein the Respondent has also been arrayed as an accused for the alleged offenses of forgery and fabricating Documents allegedly committed by the aforesaid Applicants way before the Respondent was acquired by the present management and notice(s) have even been issued to OMAT Business Private Limited to join the investigation which is nothing less than harassment being faced by the present management due to alleged offenses committed by the Applicants herein.

8. The Applicants have filed their rejoinder and stated that the Respondent has admitted the balance sheet of the Respondent as of 03.03.2022 and 04.03.2022 which duly reflects the finance/credit facilities, subject matter of the present petition, as advanced by the Applicants. As such there can be no dispute whatsoever as to the existence of the Financial Debt. Furthermore, till date and despite demand for the same, the Respondent has admittedly failed/ defaulted to make repayment of the said credit facilities advanced. It is only after the said demands that the Respondents for the first time, vide its notice dated 28.08.2022 sought to raise a sham and illusory defence, inter alia, that the said amounts were purportedly waived pursuant to the execution of the share purchase agreement dated 03.02.2022. The said contention is ex-facie wrong and erroneous, as in the event that there was actually a waiver pursuant to the execution of the SPA dated 03.02.2022, then the abovementioned credit



facilities would not have been reflected in the balance sheet dated 03.03.2022. Admittedly, the said balance sheet and even the balance sheet dated 04.03.2022 duly reflected the credit facilities, and as such the false case of waiver is ex-facie found to be wrong and erroneous.

9. We heard the submissions of both parties and perused the documents placed on record. On perusal of the application, it is observed that the present application has been jointly filed by the following 14 Applicants claiming the default of their individual facility amount as indicated against their names:

**LENDERS AND FACILITY AMOUNT:**

S.No.	Lender	Facility Amount (In INR)
	Shareholder :	
1.	Laxmi Portfolio Limited	Rs. 13,41,551/-
2.	Ashok Kumar Jain HUF	Rs. 5,69,218/-
3.	Rajesh Jain HUF	Rs. 4,99,922/-
4.	Vijay Jain HUF	Rs. 24,55,551/-
5.	Rachit Jain	Rs.4,88,088/-
6.	Rajesh Jain	Rs.10,92,669/-
7.	Ram Niwas Jain	Rs.5,97,197/-
8.	Seema Jain	Rs.17,34,075/-
9.	Vijay Jain	Rs.42,10,966/-
10.	Deepa Jain	Rs.11,75,666/-
	Non Shareholder:	
11.	Ascend Capital Services Pvt. Ltd.	Rs.1,34,530/-
12.	Ascend Securities Private Limited	Rs. 1,92,104/-
13.	Sethi Bakery Private Limited	Rs.9,95,000/-
14.	Laxmi Metal Works	Rs. 11,47,500/-
<b>TOTAL: Rs. 1,66,34,037/-</b>		

During the course of the hearing, it was stated by the Ld. Counsel appearing for the Applicants that Applicants No. 1 to 10, as given in the table above, are the erstwhile shareholders of the Respondent Company.

10. It is alleged by the Ld. Counsel appearing for the present Management of the Respondent that the non-Shareholders from serial no. 11 to 14 are related parties of the Applicants.



11. In order to prove the existence of the alleged Financial Debt, Applicants No. 1 to 10 have referred to the “Facilities Agreement” annexed with the application from page no. 57 to 95, the relevant extracts of which (page no. 57, 69 and 95) read thus:

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**FACILITIES AGREEMENT**

This **FACILITIES AGREEMENT** is made at \_\_\_\_\_ on \_\_\_\_\_, 2022 by and between:

**Laxmi Foils Private Limited**, a private limited company incorporated under the provisions of the Companies Act, 1956, bearing CIN U74899DL2000PTC104341 and having its registered office at 8638, East Park Road, Karol Bagh, New Delhi 110005 India, (hereinafter referred to as the “**Borrower**”, which expression shall, unless it be repugnant to the subject or context thereof shall mean and include its legal representatives, successors and assigns);

**AND**

**THE PARTIES LISTED IN SCHEDULE 1 HERETO** as the lenders (hereinafter referred to as the “**Lenders**”, which expression shall, unless it be repugnant to the subject or context thereof shall mean and include their legal representatives, successors and assigns).

(Borrower and Lenders are individually referred to as “**Party**” and collectively as “**Parties**”).

**WHEREAS:**

- I. The Borrower is engaged in the business of manufacturing of aluminium hot rolled products, aluminium cold rolled products and aluminium sheet.
- II. The Borrower had, from time to time, approached each of the Lenders, requesting them to extend certain credit facilities, of which the amount outstanding as on the date of this Agreement (as defined below) is mentioned in **Schedule 1 (Lenders and Facility Amount)** hereto, which aggregates to INR 1,41,64,903.00 (Indian Rupees One Crore Forty One Lakh Sixty Five Thousand and Eight only). The Lenders, relying upon the information furnished by the Borrower, as well as the representations of the Borrower, had agreed to grant and make available to the Borrower the Facilities (*as defined below*).
- III. The aforementioned arrangement between the Borrower and each of the Lender was orally agreed. Further to the said oral agreement, each of the Lender has extended the respective credit Facility (as defined below) to the Borrower and the Borrower has already utilised the said credit Facility extended by the Lenders, by way of multiple disbursements, and the amount outstanding to each of the Lenders as on the date of this Agreement is as stated in **Schedule 1 (Lenders and Facility Amount)** hereto.
- IV. The Parties are now desirous of capturing their oral agreement into a written contract and stipulating all the terms and conditions in form of written contract which were agreed between the Parties. Accordingly, the Parties have agreed to enter into this Agreement to capture the terms and conditions agreed between the Parties in relation to the Facilities.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and the sufficiency of which are hereby acknowledged, the Parties agree as follows:

**TRUE COPY**

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THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT IN ACCEPTANCE OF ALL TERMS AND CONDITONS STATED ABOVE ON THE DAY, MONTH AND YEAR FIRST MENTIONED.

By Deepa Jain

Address: H-30 PHASE-1 ASHOK VIHAR DELHI-110052  
Email: JAINRAJESH4646@REDIFFMAIL.COM

XXXX

XXXX

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95

THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT IN ACCEPTANCE OF ALL TERMS AND CONDITONS STATED ABOVE ON THE DAY, MONTH AND YEAR FIRST MENTIONED.

For Laxmi Foils Private Limited as the Borrower

FOR LAXMI FOILS PRIVATE LIMITED  
Rajesh Jain

(DIRECTOR)

Authorised Signatory

Name: RAJESH JAIN  
Address: 8638 EAST PARK ROAD DELHI-110005  
Email: LAXMIFOILS@GMAIL.COM

On bare perusal of the Agreement (ibid), it is observed that the said Facility Agreement is un-dated. Therefore, it cannot be determined when this Facility Agreement was indeed executed by and between the parties herein.

12. It is contended by the Respondent that the erstwhile management/ shareholders/Applicants No. 1-10 had sold its shareholding in the Respondent to M/s OMAT Business Pvt. Ltd by executing the Share Purchase Agreement dated 03.02.2022, which was signed by the erstwhile Shareholders of the Respondent, and they were settled at lump sum amount, and on payment of such amount, the debt of the Applicants No. 1-10 stood discharged. The relevant extracts of the Share Purchase Agreement dated 03.02.2022 read thus:



## SHARE PURCHASE AGREEMENT

This Share Purchase Agreement is executed on this 3<sup>rd</sup> (third) day of February, 2022 (“**Execution Date**”) by and amongst:

1. **OMAT BUSINESS PRIVATE LIMITED**, a private limited company, incorporated under the Companies Act, 2013, bearing CIN U28990DL2021PTC389726 and having its registered office at Shop No 22 C (UGF) D-1 (K-84), Green Park Main South Delhi, Delhi 110016 India (hereinafter referred to as the “**Purchaser**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the **FIRST PART**;

**AND**

2. **LAXMI FOILS PRIVATE LIMITED**, a public limited company, incorporated under the Companies Act, 1956, bearing CIN U74899DL2000PTC104341 and having its registered office at 8638, East Park Road, Karol Bagh, New Delhi - 110005 India (hereinafter referred to as the “**Company**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the **SECOND PART**;

**AND**

3. The Persons listed out in Sr. No. 1, 2 & 3 of **Schedule 1B** (hereinafter individually referred to as the “**Promoter**” and collectively as the “**Promoters**”, which expression shall, repugnant to the context or meaning thereof, be deemed to, mean and include their respective heirs, executors, administrators and permitted assigns) of the **THIRD PART**;

**AND**

4. The Persons listed out in Sr. No. 4 to 19 of **Schedule 1B** (hereinafter individually referred to as the “**Other Shareholders**” and collectively as the “**Other Shareholders**”, which expression shall, repugnant to the context or meaning thereof, be deemed to, mean and include their respective heirs, executors, administrators and permitted assigns) of the **FOURTH PART**;

Each of the Promoters and Other Shareholders shall hereinafter be referred to individually as a “**Seller**” and collectively as the “**Sellers**”.

Each of the Company, the Purchaser and the Sellers shall hereinafter be referred to individually as a “**Party**” and collectively as the “**Parties**”.

### WHEREAS

- A. The Company is engaged in the **Business** (as defined in Clause 1.1).
- B. The authorized Share Capital (as defined in Clause 1.1) of the Company is INR 50,00,000 (Indian Rupees Fifty Lakhs) divided into 5,00,000 (five lakh) Equity Shares (as defined in Clause 1.1) of INR 10 (Indian Rupees Ten) each. The total issued, paid-up and subscribed Share Capital is INR 45,53,700 (Indian Rupees Forty Five Lakh Fifty Three Thousand Seven Hundred) divided into 3,86,370 (three lakh eighty six thousand three hundred seventy) shares of INR 10 (Indian Rupees Ten) each and share forfeiture amount aggregating to INR 6,90,000 (Indian Rupees Six Lakh Ninety Thousand).

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XXXX

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6.5 Each Seller, hereby irrevocably and unconditionally as on the Closing Date, releases, waives and discharges, and undertakes and confirms that all the Affiliates of such Seller have irrevocably and unconditionally released, waived and discharged, for all purposes, any and all of their respective rights (whether contractual or otherwise), claims, demands, damages, losses, costs, expenses, actions or causes of action or lawsuits (in law or in equity), of any nature, whether known or unknown, fixed or contingent, direct or indirect, that such Seller or any of its Affiliates, or their respective assigns and successors (collectively, the "Releasing Parties") may have against the Company or Company's past or present directors, officers, employees, agents, assigns, successors, shareholders, investors (collectively, the "Released Parties"), in relation to any and all claims and all amounts payable and/or due in respect of any event prior to the Closing Date and arising from or relating to Company's obligations and all liabilities arising out of or in relation to, any past events, actions, inactions, omissions or activities or any Contract between any Releasing Party and any Released Party prior to the Closing Date, whether asserted by any Releasing Party or any Person on behalf of any Releasing Party or by any successor, assignee or transferee of any Releasing Party.

XXXX XXXX XXXX XXXX

IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorized representatives, have caused this Agreement to be signed in their respective names, as of the date first written above.

For and on behalf of OMAT Business Private Limited

*Omankumar*



*[This is the signature page of the Share Purchase Agreement executed between OMAT Business Private Limited, Laxmi Foils Private Limited and Shareholders of Laxmi Foils Private Limited dated Feb 03, 2022]*

XXXX XXXX XXXX XXXX

IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorized representatives, have caused this Agreement to be signed in their respective names, as of the date first written above.

For and on behalf of Laxmi Foils Private Limited

FOR LAXMI FOILS PRIVATE LIMITED

*Rajesh J-4*

(DIRECTOR)

*[This is the signature page of the Share Purchase Agreement executed between OMAT Business Private Limited, Laxmi Foils Private Limited and Shareholders of Laxmi Foils Private Limited dated Feb 03, 2022]*



13. On perusal of the aforesaid extracts of the Share Purchase Agreement dated 03.02.2022, it is observed that “Each of the Promoters and Other Shareholders referred to individually as a “Seller”, had sold their shareholding /stake in the Respondent Company to OMAT Business Private Limited in terms of the said Agreement. Further, on perusal of Schedule 1A and 1B of the Share Purchase Agreement (ibid), it is observed that the new management of the Respondent had settled the deal with all the Shareholders at a lump sum amount of Rs.10,62,51,750/-, the individual shareholder-wise details of the amounts settled so, are given from Page 98 to 104 of the reply, which reads thus:

**SCHEDULE 1A | SHARE CAPITAL OF THE COMPANY  
(AS ON EXECUTION DATE)**

Share Capital Type	Number of Shares	Amount (INR)
Authorized capital	5,00,000	50,00,000
Subscribed Capital	4,55,370	45,53,700
Issued Capital	4,55,370	45,53,700
Paid-up Capital	4,55,370	45,53,700

**SCHEDULE 1B | DETAILS OF SELLERS, SALE SHARES AND PURCHASE CONSIDERATION**

Sr. No.	Sellers	Number of Sale Shares	Purchase consideration Payable (pre applicable tax deductions) (in INR)	Notice Details	Designated Bank Account
1.	Ram Niwas Jain	62810	1,72,72,750.00	Address- H-30, Ashok Vihar, Phase-I- Delhi- 110052 Email- Jainrajesh4646@rediffmail.com Attn- Mr. Rajesh Jain	Bank Name: Bank of India Bank A/c No. 600210100007825 IFSC- BKID0006002 Address: Bank Street Karol Bagh Delhi-110005 Account Nature: Savings
2.	Rajesh Jain	38310	1,05,35,250.00	Address- H-30, Ashok Vihar, Phase-I- Delhi- 110052 Email-	Bank Name: Bank of India Bank A/c No. 600210100014140



Sr. No.	Sellers	Number of Sale Shares	Purchase consideration Payable (pre applicable tax deductions) (in INR)	Notice Details	Designated Bank Account
				<a href="mailto:Jainrajesh4646@rediffmail.com">Jainrajesh4646@rediffmail.com</a> Attn- Mr. Rajesh Jain	<b>IFSC-</b> BKID0006002 <b>Address:</b> Bank Street Karol Bagh Delhi-110005 <b>Account Nature:</b> Savings
3.	Vijay Jain	24300	66,82,500.00	<b>Address-</b> H-30, Ashok Vihar, Phase-I- Delhi- 110052 <b>Email-</b> <a href="mailto:Jainrajesh4646@rediffmail.com">Jainrajesh4646@rediffmail.com</a> Attn- Mr. Rajesh Jain	<b>Bank Name:</b> Bank of India <b>Bank A/c No.</b> 600210100013095 <b>IFSC-</b> BKID0006002 <b>Address:</b> Bank Street Karol Bagh Delhi-110005 <b>Account Nature:</b> Savings
4.	Rachit Jain	106200	2,92,05,000.00	<b>Address-</b> H-30, Ashok Vihar, Phase-I- Delhi- 110052 <b>Email-</b> <a href="mailto:Jainrajesh4646@rediffmail.com">Jainrajesh4646@rediffmail.com</a> Attn- Mr. Rajesh Jain	<b>Bank Name:</b> Bank of India <b>Bank A/c No.</b> 600210100018471 <b>IFSC-</b> BKID0006002 <b>Address:</b> Bank Street Karol Bagh Delhi-110005 <b>Account Nature:</b> Savings
5.	Laxmi Portfolio Ltd	34000	93,50,000.00	<b>Address-</b> H-30, Ashok Vihar, Phase-I- Delhi- 110052 <b>Email-</b> <a href="mailto:Jainrajesh4646@rediffmail.com">Jainrajesh4646@rediffmail.com</a>	<b>Bank Name:</b> Bank of India <b>Bank A/c No.</b> 600220110000137 <b>IFSC-</b> BKID0006002



Sr. No.	Sellers	Number of Sale Shares	Purchase consideration Payable (pre applicable tax deductions) (in INR)	Notice Details	Designated Bank Account
				Attn- Mr. Rajesh Jain	<b>Address:</b> Bank Street Karol Bagh Delhi-110005 <b>Account Nature:</b> Current
6.	Deepa Jain	10250	28,18,750.00	<b>Address-</b> H-30, Ashok Vihar, Phase-I- Delhi- 110052 <b>Email-</b> <a href="mailto:Jainrajesh4646@rediffmail.com">Jainrajesh4646@rediffmail.com</a> <b>Attn-</b> Mr. Rajesh Jain	<b>Bank Name:</b> Bank of India <b>Bank A/c No.</b> 600210100025649 <b>IFSC-</b> BKID0006002 <b>Address:</b> Bank Street Karol Bagh Delhi-110005 <b>Account Nature:</b> Savings
7.	Seema Jain	19700	54,17,500.00	<b>Address-</b> H-30, Ashok Vihar, Phase-I- Delhi- 110052 <b>Email-</b> <a href="mailto:Jainrajesh4646@rediffmail.com">Jainrajesh4646@rediffmail.com</a> <b>Attn-</b> Mr. Rajesh Jain	<b>Bank Name:</b> Bank of India <b>Bank A/c No.</b> 600210100017096 <b>IFSC-</b> BKID0006002 <b>Address:</b> Bank Street Karol Bagh Delhi-110005 <b>Account Nature:</b> Savings
8.	Lal Chand Jain (Huf)	18950	52,11,250.00	<b>Address-</b> H-30, Ashok Vihar, Phase-I- Delhi- 110052 <b>Email-</b> <a href="mailto:Jainrajesh4646@rediffmail.com">Jainrajesh4646@rediffmail.com</a> <b>Attn-</b> Mr. Rajesh Jain	<b>Bank Name:</b> Bank of India <b>Bank A/c No.</b> 600210100015957 <b>IFSC-</b> BKID0006002 <b>Address:</b> Bank Street Karol Bagh



Sr. No.	Sellers	Number of Sale Shares	Purchase consideration Payable (pre applicable tax deductions) (in INR)	Notice Details	Designated Bank Account
					Delhi-110005 <b>Account Nature:</b> Savings
9.	Paankhi Jain	750	2,06,250.00	<b>Address-</b> H-30, Ashok Vihar, Phase-I- Delhi- 110052 <b>Email-</b> <a href="mailto:Jainrajesh4646@rediffmail.com">Jainrajesh4646@rediffmail.com</a> <b>Attn-</b> Mr. Rajesh Jain	<b>Bank Name:</b> Union Bank of India <b>Bank A/c No.</b> 467902010111184 <b>IFSC-</b> UBIN0546798 <b>Address:</b> Shalimar Bagh Branch New Delhi- 110088 <b>Account Nature:</b> Savings
10.	Ram Niwas Jain (Huf)	5500	15,12,500.00	<b>Address-</b> H-30, Ashok Vihar, Phase-I- Delhi- 110052 <b>Email-</b> <a href="mailto:Jainrajesh4646@rediffmail.com">Jainrajesh4646@rediffmail.com</a> <b>Attn-</b> Mr. Rajesh Jain	<b>Bank Name:</b> Bank of India <b>Bank A/c No.</b> 600210100014623 <b>IFSC-</b> BKID0006002 <b>Address:</b> Bank Street Karol Bagh Delhi-110005 <b>Account Nature:</b> Savings
11.	Rajesh Jain (Huf)	27950	76,86,250.00	<b>Address-</b> H-30, Ashok Vihar, Phase-I- Delhi- 110052 <b>Email-</b> <a href="mailto:Jainrajesh4646@rediffmail.com">Jainrajesh4646@rediffmail.com</a> <b>Attn-</b> Mr. Rajesh Jain	<b>Bank Name:</b> Bank of India <b>Bank A/c No.</b> 600210110002057 <b>IFSC-</b> BKID0006002 <b>Address:</b> Bank Street Karol Bagh Delhi-110005



Sr. No.	Sellers	Number of Sale Shares	Purchase consideration Payable (pre applicable tax deductions) (in INR)	Notice Details	Designated Bank Account
					<b>Account Nature:</b> Savings
12.	Vijay Jain (Huf)	27700	76,17,500.00	<b>Address-</b> H-30, Ashok Vihar, Phase-I- Delhi- 110052  <b>Email-</b> <a href="mailto:Jainrajesh4646@rediffmail.com">Jainrajesh4646@rediffmail.com</a>  <b>Attn-</b> Mr. Rajesh Jain	<b>Bank Name:</b> Bank of India  <b>Bank A/c No.</b> 600210110002059  <b>IFSC-</b> BKID0006002  <b>Address:</b> Bank Street Karol Bagh Delhi-110005  <b>Account Nature:</b> Savings
13.	Ashok Kumar Jain (Huf)	1500	4,12,500.00	<b>Address-</b> H-30, Ashok Vihar, Phase-I- Delhi- 110052  <b>Email-</b> <a href="mailto:Jainrajesh4646@rediffmail.com">Jainrajesh4646@rediffmail.com</a>  <b>Attn-</b> Mr. Rajesh Jain	<b>Bank Name:</b> Punjab National Bank  <b>Bank A/c No.</b> 0637000100395152  <b>IFSC-</b> PUNB0063700  <b>Address:</b> Phase-I Ashok Vihar Delhi-110052  <b>Account Nature:</b> Savings
14.	Sunil Kapoor (Huf)	2500	6,87,500.00	<b>Address-</b> H-30, Ashok Vihar, Phase-I- Delhi- 110052  <b>Email-</b> <a href="mailto:Jainrajesh4646@rediffmail.com">Jainrajesh4646@rediffmail.com</a>  <b>Attn-</b> Mr. Rajesh Jain	<b>Bank Name:</b> Union Bank of India  <b>Bank A/c No.</b> 520141000991356  <b>IFSC-</b> UBIN0905062  <b>Address:</b> Union Bank of India LaxmiDeep Laxmi Nagar Distt. Centre Delhi-110092



Sr. No.	Sellers	Number of Sale Shares	Purchase consideration Payable (pre applicable tax deductions) (in INR)	Notice Details	Designated Bank Account
					<b>Bank Account Nature:</b> Savings
15.	Abhinav Jain	2800	7,70,000.00	<b>Address-</b> H-30, Ashok Vihar, Phase-I-Delhi- 110052  <b>Email-</b> <a href="mailto:Jainrajesh4646@rediffmail.com">Jainrajesh4646@rediffmail.com</a>  <b>Attn-</b> Mr. Rajesh Jain	<b>Bank Name:</b> Punjab National Bank  <b>Bank A/c No.</b> 0637000100334762  <b>IFSC-</b> PUNB0063700 <b>Address:</b> Phase-1 Ashok Vihar Delhi-110052  <b>Bank Account Nature:</b> Savings
16.	Sunil Kumar Jain (Huf)	750	2,06,250.00	<b>Address-</b> H-30, Ashok Vihar, Phase-I- Delhi- 110052  <b>Email-</b> <a href="mailto:Jainrajesh4646@rediffmail.com">Jainrajesh4646@rediffmail.com</a>  <b>Attn-</b> Mr. Rajesh Jain	<b>Bank Name:</b> Punjab National Bank  <b>Bank A/c No.</b> 0637000100401116  <b>IFSC-</b> PUNB0063700 <b>Address:</b> Phase-1 Ashok Vihar Delhi-110052  <b>Bank Account Nature:</b> Savings
17.	Nirmala Jain	300	82,500.00	<b>Address-</b> H-30, Ashok Vihar, Phase-I- Delhi- 110052  <b>Email-</b> <a href="mailto:Jainrajesh4646@rediffmail.com">Jainrajesh4646@rediffmail.com</a>  <b>Attn-</b> Mr. Rajesh Jain	<b>Bank Name:</b> State Bank of India  <b>Bank A/c No.</b> 10135708801  <b>IFSC-</b> SBIN0006102 <b>Address:</b> State Bank of India Inderlok, Delhi-110035  <b>Bank Account</b>



Sr. No.	Sellers	Number of Sale Shares	Purchase consideration Payable (pre applicable tax deductions) (in INR)	Notice Details	Designated Bank Account
18.	Sanjeev Kumar Jain (Huf)	400	1,10,000.00	<b>Address-</b> H-30, Ashok Vihar, Phase-I- Delhi- 110052 <b>Email-</b> <a href="mailto:Jainrajesh4646@rediffmail.com">Jainrajesh4646@rediffmail.com</a> <b>Attn-</b> Mr. Rajesh Jain	<b>Nature:</b> Savings <b>Bank Name:</b> Punjab National Bank <b>Bank A/c No.</b> 0637000100401082 <b>IFSC-</b> PUNB0063700 <b>Address:</b> Phase-1 Ashok Vihar Delhi-110052 <b>Bank Account Nature:</b> Savings
19.	Sonam Jain	1700	4,67,500.00	<b>Address-</b> H-30, Ashok Vihar, Phase-I- Delhi- 110052 <b>Email-</b> <a href="mailto:Jainrajesh4646@rediffmail.com">Jainrajesh4646@rediffmail.com</a> <b>Attn-</b> Mr. Rajesh Jain	<b>Bank Name:</b> HDFC Bank <b>Bank A/c No.</b> 07111000019692 <b>IFSC-</b> HDFC0000711 <b>Address:</b> A-24 Pushpanjali Enclave, Otr Ring Road Pitampura Delhi-110034 <b>Bank Account Nature:</b> Savings
<b>TOTAL</b>		<b>3,86,370</b>	<b>10,62,51,750</b>		

14. It is contended by the Respondent that it had paid an initial consideration of Rs.7,96,88,812/- in terms of representation, warranties of promise, assurances, undertakings, indemnities, and other covenants contained in the Share Purchase Agreement. The payment of the remaining



amount of Rs.2,65,62,937/- is deferred only with an intent to verify the authenticity and genuineness of the transaction and representations, warranties, promises, and assurances contained in the Share Purchase Agreement. The Respondent has further contended that upon taking over the Respondent, the representations and warranties were found to be untrue and incorrect, pursuant to which it had suffered losses of Rs.1,39,75,100/-and Rs.3,44,32,024/- towards (i) labour retainership for the financial year up to February 2022, (ii) expenses incurred towards the change of auditor, (iii) repair and replacement of various parts in the plant of the Respondent due to its dilapidated and damaged condition, and (iv) expenses of Rs.3,44,32,024/- towards the maintenance of the plant and machinery.

15. The Respondent has further averred that the post-acquisition, it had received demand notices from 4 operational creditors, viz., (i) demand notice dated 02.08.2022 issued by M/s Mandark Consultants Pvt. Ltd. for an amount of Rs.1,86,18,168/-, (ii) demand notice dated 02.08.2022 issued by Shashi Beriwal & Co. Pvt. Ltd. for an amount of Rs.1,76.92,265/-, (iii) demand notice dated 02.08.2022 issued by Tisyaketu India Pvt. Ltd., for an amount of Rs.1,35,58,860/-, (iv) demand notice dated 02.08.2022 Windbear Multiservices Pvt. Ltd. for an amount of Rs.1,11,72,968/-). The Respondent has placed copies of the demand notices on record.

16. Further, on perusal of the Provisional Balance Sheet of the Respondent – “Laxmi Foils Private Limited” as of 04.03.2022, it is noticed that the unsecured loan owed to the Directors and Shareholders of the Respondent Company is shown as ‘Nil’, which implies that the same is written off. We



further notice that this document has been signed and authenticated by Applicant No. 1 - Mr. Vijay Jain and Applicant No. 6 - Mr. Rajesh Jain (as per the memo of parties) themselves. The relevant extracts of the Balance Sheet (ibid), annexed by the Applicants themselves as part of the application, are reproduced below:

**LAXMI FOILS (P) LTD.**

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**PROVISIONAL BALANCE SHEET AS AT 04th MARCH 2022**

PARTICULARS	Notes	AS AT 04.03.2022 Rs.	AS AT 31.03.2021 Rs.
<b>I. EQUITY AND LIABILITIES</b>			
<b>(1) SHAREHOLDERS' FUND</b>			
(a) Share Capital	2	45,53,700.00	45,53,700.00
(b) Reserves and Surplus	3	(24,78,60,095.86)	1,40,90,799.14
<b>(2) NON CURRENT LIABILITIES</b>			
(a) Long-Term Borrowings	4	20,01,03,234.41	18,25,27,103.45
(b) Deferred Tax Liabilities (Net)	5	37,21,311.00	37,21,311.00
<b>(3) CURRENT LIABILITIES</b>			
(a) Borrowings	6	17,71,75,450.63	15,73,21,871.88
(b) Trade Payables	7	8,27,62,538.75	9,53,49,746.57
(c) Other Current Liabilities	8	6,28,367.00	1,71,34,822.74
(d) Short Term Provisions	9	-	-
<b>TOTAL</b>		<b>22,10,84,505.93</b>	<b>47,46,99,354.78</b>
<b>II. ASSETS</b>			
<b>(1) NON CURRENT ASSETS</b>			
(a) Fixed Assets	10		
(i) Tangible Assets		15,30,73,701.61	13,97,98,766.50
(ii) Intangible Assets			
(iii) Capital Work in Progress			
(b) Long Term Loan & Advances	11	29,25,144.86	31,31,504.86
<b>(2) CURRENT ASSETS</b>			
(a) Inventories	12	52,82,143.00	6,86,17,457.00
(b) Trade Receivables	13	5,47,85,428.40	18,78,59,129.00
(c) Cash and Cash Equivalents	14	251.65	1,77,939.96
(d) Short Term Loans & Advances	15	50,17,836.41	7,47,74,322.17
(e) Other Current Assets	16	-	3,40,235.29
<b>TOTAL</b>		<b>22,10,84,505.93</b>	<b>47,46,99,354.78</b>
Notes to Accounts & Significant Accounting Policies	1		
The Notes Nos. 1-24 are integral part of these Financial Statements			

Place : New Delhi  
DATED:

FOR LAXMI FOILS (P) LTD.  
Rajesh Jain  
Director  
DIN No.: 00272603

Vijay Jain  
Director  
DIN No.: 00272621



## LAXMI FOILS (P) LTD.

## PROVISIONAL STATEMENT OF PROFIT AND LOSS FOR THE PERIOD 01.04.2021 TO 04.03.2022

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PARTICULARS	Note	AS AT 04.03.2022 Rs.	AS AT 31.03.2021 Rs.
<b>INCOME</b>			
I Revenue from Operations	17	34,89,77,687.60	48,99,38,274.18
II Other Income	18	(1,06,003.19)	7,16,995.43
Total Revenue ( I + II)		<u>34,88,71,684.41</u>	<u>49,06,55,269.61</u>
<b>EXPENSES</b>			
III Cost of material consumed	19	24,09,39,867.00	48,01,99,053.50
IV Change in inventories	20	6,09,65,534.00	(3,44,04,587.00)
V Employees Benefit Expenses	21	43,02,359.00	40,53,358.00
VI Finance Cost	22	2,77,88,838.93	2,84,89,268.67
VII Depreciation	9	39,40,355.64	68,00,365.71
VIII Other Expenses	23	27,28,85,624.84	14,57,31,914.81
Total Expenses		<u>61,08,22,579.41</u>	<u>63,08,69,373.69</u>
Profit before Tax		(26,19,50,895.00)	(14,02,14,104.08)
<b>Tax Expenses</b>			
(1) Current Tax		-	5,85,350.00
(2) Provision for Earlier Tax		-	-
(2) Deferred Tax		-	(6,77,503.00)
			<u>(92,153.00)</u>
Less Prior Period Income Tax		-	63,435.00
Profit for the period from continuing operations		<u>(26,19,50,895.00)</u>	<u>(14,01,85,386.08)</u>
Earning per equity share(Basic & Diluted)	24	(677.98)	(362.83)
Notes to Accounts & Significant Accounting Policies	1		

FOR LAXMI FOILS (P) LTD. LIMITED

Rajesh Jain

FOR LAXMI FOILS (P) LTD. LIMITED

Vijay Jain

Place : New Delhi  
DATED:Rajesh Jain  
Director  
DIN No.: 00272603Vijay Jain  
Director  
DIN No.: 00272621

(DIRECTOR)

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## LAXMI FOILS (P) LTD.

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PARTICULARS	AS AT 04.03.2022 Rs.	AS AT 31.03.2021 Rs.			
<b>NOTES TO THE ACCOUNTS</b>					
<b>2 : SHARE CAPITAL</b>					
<b>AUTHORISED CAPITAL</b>					
500000 Equity Shares of Rs.10/- each	50,00,000.00	50,00,000.00			
(Previous Year 500,000 Equity Shares of Rs. 10/- each)	<u>50,00,000.00</u>	<u>50,00,000.00</u>			
<b>ISSUED, SUBSCRIBED &amp; PAID UP</b>					
386370(386370) Equity Share of Rs. 10/- each fully paid up	38,63,700.00	38,63,700.00 (8)			
Share forfeiture					
106000(106000) Equity Shares of Rs. 10/- each Rs. 5/-	5,30,000.00	5,30,000.00			
20000(20000) Equity Shares of Rs.10/- each paid up Rs. 8/-	1,60,000.00	1,60,000.00			
	<u>45,53,700.00</u>	<u>45,53,700.00</u>			
a)The Company has only one class of equity shares having a par value of Rs. 10/- per share. Each holder of equity share is entitled to one vote per share					
b) There was no issue/ buy back of shares of the nature mentioned in clause (I) of Note - 6 A of general instructions to Schdule IV in the Last Five Years					
<b>Reconciliation Of The Number Of The Shares</b>					
Outstanding at the beginning of the year	04.03.2022 No. of shares 386370	31.03.2021 No. of shares 386370			
Outstanding at the end of the year	386370	386370			
<b>c) Detail of shares holder's holding more than 5% shares in the Company</b>					
Name of Shareholder	<b>EQUITY SHARES</b>				
	AS AT 04.03.2022	AS AT 31.03.2021			
	No. of Shares Held	No. of Shares Held			
	% of Holding	% of Holding			
1 Ram Niwas Jain	62,810	46,810			
	16.26%	12.12%			
2 Rajesh Jain	38,310	38,310			
	9.92%	9.92%			
3 Rachit Jain	1,06,200	1,06,200			
	27.49%	27.49%			
4 Ascend Securities Pvt.Ltd..	38,500	38,500			
	9.96%	9.96%			
5 Vijay Jain	24,300	24,300			
	6.29%	6.29%			
	<u>2,70,120</u>	<u>2,54,120</u>			
<b>3 : RESERVES AND SURPLUS</b>					
	As at 01.04.2021	Additions/ Created during the year	Deductions during the year	As at 04.03.2022	As at 31.03.2021
Securities Premium Account	9,12,37,600.00	-	-	9,12,37,600.00	9,12,37,600.00
Revaluation Reserve	3,00,00,000.00	-	-	3,00,00,000.00	3,00,00,000.00
Surplus as per Profit & Loss Account	(10,71,46,800.86)	(26,19,50,895.00)	-	(36,90,97,695.86)	(10,71,46,800.86)
	<u>1,40,90,799.14</u>	<u>(26,19,50,895.00)</u>	-	<u>(24,78,60,095.86)</u>	<u>1,40,90,799.14</u>

FOR LAXMI FOILS (P) LTD. LIMITED

Rajesh Jain

(DIRECTOR)

FOR LAXMI FOILS (P) LTD. LIMITED

Vijay Jain

(DIRECTOR)





reasons, by bringing on record the Section 8 Demand Notices issued to it as the reason for non-payment of the balance amount of Rs.2,65,62,937/-.

18. Thus, in our considered view, Applicants No. 1-10 have failed to prove the existence of any debt that is crystallized or exists beyond any doubt. As regards the alleged debt claimed on behalf of non-shareholders/Applicants No. 11 to 14, it is noticed that their default amount is less than the minimum threshold amount of Rs. 1 Crore prescribed under Section 4 of IBC 2016. Hence, we have no option but to reject the Application. **The Application is accordingly dismissed.**

19. It is, however, made clear that nothing expressed in this order would be construed as an opinion for the purpose of the parties seeking relief under any other proceedings at any forum.

20. Further, we observe that the instant application has been preferred by the Applicants due to certain disputes between the erstwhile and current management of the Respondent/Corporate Debtor, for which they have already resorted to Arbitration proceedings. Hence, the intent of the Applicants is not to seek resolution of the Corporate Debtor. In view of this, we think it appropriate to impose a cost of Rs.75,000/- (Seventy-Five Thousand) only to be paid by the Applicants collectively to the Prime Ministers Relief Fund, the proof which shall be uploaded on the DMS and filed with the Court Officer within 15 days of this order.

Sd/-  
**(L. N. GUPTA)**  
**MEMBER (T)**

Sd/-  
**(ASHOK KUMAR BHARDWAJ)**  
**MEMBER (J)**