

**IN THE NATIONAL COMPANY LAW TRIBUNAL
KOLKATA BENCH, COURT-I
KOLKATA**

CP (IB) No. 1145/KB/2020

*An application 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.*

In the matter of:

Abis Exports (India) Private Limited
[CIN: U51101CT1998PTC012995]

...Operational Creditor

Jassi Properties and Construction Private Limited
[CIN: U70101WB2006PTC108054]

...Corporate Debtor

Date of pronouncement of order: 01 March 2024

Appearances (through hybrid mode):

For the Operational Creditor : Mr. Mr. Hasuain Alvi, Advocate
Mr. Sameer Shrivastava, Advocate

For the Corporate Debtor : Mr. Joy Saha, Senior Advocate
Mr. Sushanta Dutta, Advocate
Mr. S. S. Bhutoria, Advocate
Mr. Arindam Paul, Advocate

Coram:

Shri Rohit Kapoor : **Member (Judicial)**
Shri Balraj Joshi : **Member (Technical)**

ORDER

Per Balraj Joshi, Member (Technical)

1. This Court convened through hybrid mode.
2. This is a Company Petition filed 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 by **Abis Exports (India) Private Limited (“Operational Creditor”)**, represented by **Anjum Alvi**, authorized through a Board Resolution dated 24 December 2019¹ seeking to

¹ Annexure A1 @ Page 30 of CP

initiate Corporate Insolvency Resolution Process (“CIRP”) against *Jassi Properties and Constructions Private Limited (“Corporate Debtor”)*.

3. The Corporate Debtor was incorporated on 17 February 2006 having CIN: U70101WB2006PTC108054, under the Companies Act, 1956. Its registered office is at P 30/3 CIT Rd, Scheme VIM, 1st Floor, Phool Bagan, Kolkata-700054. Therefore, this Bench has jurisdiction to deal with this petition.
4. The present petition was filed on 19 October 2020 before this Adjudicating Authority on the ground that the Corporate Debtor has defaulted to make a payment of a sum of Rs.9,81,79,438/- (Rupees Nine Crore Eighty-One Lakh Seventy Nine Thousand Four Hundred and Thirty Eight only) including Principal amount of Rs.8,78,17,857/- (Rupees Eight Crore Seventy Eight Lakh Seventeen Thousand Eight Hundred and Fifty Seven only) along with interest @15% per annum i.e. Rs.1,03,61,581/- (Rupees One Crore Three Lakh Sixty One Thousand Five Hundred and Eighty One only) as on 30 April 2020. The first date of default is stated to be in 26 July 2019.
5. ***Submission of the learned Counsel appearing on behalf of the Operational Creditor***
 - 5.1. The learned Counsel submitted that the Operational Creditor is in the business of manufacture, sale, distribution and supply of Fish Feed throughout India. The Operational Creditor appointed various Carrying and Forwarding Agents Distributors to collect the goods and the distribute the same to different dealers for further distribution.
 - 5.2. It is submitted that the Corporate Debtor is a company involved in buying, selling and trading of Fish Feed who act as the Carrying and Forwarding Agent for the manufacturers of Fish feed and collect the goods manufactured by the manufacturers or suppliers by placing purchase orders and ensuring supply of the same to different dealers and gets commission.
 - 5.3. It is submitted that the Corporate Debtor was appointed as Carrying and Forwarding Agent in the year 2010 for selling Fish Feed in the State of West Bengal on credit basis. The Agreement was renewed in the year 2013 till 2015.
 - 5.4. After 2015, the Corporate Debtor ceased to be an Agent but even then there was a running contract between the Operational Creditor and the Corporate

Debtor based on purchase orders (“POs”) issued by the Corporate Debtor from 20 May 2019 to 18 September 2019. In view of the purchase orders raised by the Corporate Debtor, the Operational Creditor supplied products to the dealers whose name and address appeared in the purchase orders.

5.5. Invoices were raised against the Corporate Debtor in pursuance of those POs during 22 May 2019 to 26 October 2019. It is also admitted position that the invoices were raised in the name of Corporate Debtor and it was the duty of Corporate Debtor to clear those invoices within time period of 65 days from the date of All the invoices are raised against Corporate Debtor, it is Corporate Debtor who is "Bill to Party" in all the invoices and it is immaterial that Corporate Debtor was not the end user because the supply was made on the basis of POs raised by Corporate Debtor. As stipulated in the Invoices, since the products were supplied to the dealer on the basis of PO raised by Corporate Debtor, the Corporate Debtor was responsible to make the payment,

5.6. The Corporate Debtor has averred that between 01 July 2010 and 18 January 2020 the Corporate Debtor had made payment of Rs.273,10,19,653.91 for goods supplied till 20 May 2019. The learned Counsel submitted that even for a moment if it is assumed that the Corporate Debtor is C&F Agent, the same cannot absolve the Corporate Debtor, its liability to make payments under the invoices since POs were issued by the Corporate Debtor and on the basis of that the Goods were delivered and invoices were raised against the Corporate Debtor which clearly establishes an Operational Creditor and Corporate Debtor relationship. The Learned Counsel placed reliance on the judgment of the Hon’ble NCLAT in *Gangadhar Udayan Dravid v. Saurav Keshan and Ors.*, **MANU/NL/0057/2021**:

“13. The flow chart and trail of emails shown by the appellant cannot post-facto 'manufacture' a relationship where none was created in the beginning as a formal arrangement. The issuing of purchase order by Katalist and raising of invoices by Inspired Traveller (through Saurav Keshan) addressed to Katalist are a pointer to the Corporate Debtor-Operational Creditor relationship between the two parties. Additionally, it is agreed by both the Appellant and Respondent No. 1 that payments

were made by Katalist to Inspired Traveller in relation to the first few invoices and Katalist never raised an issue about it. All the emails that are now presented by the Appellant in support of its claim (about it not being the Corporate Debtor) unambiguously indicate the issue of account reconciliation between Katalist and Group M.

14. If we dig deeper in the trail of e-mails between various parties and the fact that there was no formal arrangement between the parties, the conclusion is clear that Katalist Viewpaper Pvt. Ltd. is the Corporate Debtor and Saurav Keshan (proprietor of Inspired Traveller) is the Operational Creditor in so far as the services relating to design of advertisements and video productions is concerned, regarding which purchase orders and invoices for payment have also been presented in the case. There is certainly no dispute regarding the quality of work and service given or any other aspect of the services provided by the Operational Creditor to the Corporate Debtor. This is also supported by the fact that Katalist Viewpaper Pvt. Ltd. has been making payments as per invoices raised by Inspire Travellers and only later some payments remained, when this imaginary dispute has been raised. Reading the e-mails the impression we have gathered is that after Corporate Debtor placed Purchase Orders and as per the purchase Orders services were rendered by Operational Creditor, Corporate Debtor released some payments but later made Operational Creditor run for its dues to other entities claiming amount had to come from Group M. In such situation only because Operational Creditor approached other entity does not mean that it was a tripartite relationships. It was plain and straight matter. Corporate Debtor placed Purchase Order and Operational Creditor rendered service accordingly which has only been partly paid by Corporate Debtor. In absence of any formal agreement entity placing Order for services is the entity liable to pay when matter is under I&B Code, 2016. We need not decide the liability from the e-mails, like one would do in a Civil Suit. From the above discussion, it is quite evident that some dues as claimed by the Operational Creditor Inspired

Travellers remained unpaid by the Corporate Debtor Katalist Viewpaper Pvt. Ltd. This responsibility cannot be shifted or apportioned to any other party. Whatever informal and internal arrangements exist between Honor, Group M and Katalist Viewpaper Pvt. Ltd. cannot affect or impact status of Inspired Traveller as Operational Creditor and also the relationship of Inspired Traveller with Katalist Viewpaper Pvt. Ltd. as Corporate Debtor.

20. Learned Counsel for Appellant claimed that Corporate Debtor Katalist was only a routing agent for placing purchase Order and making payment. It is argued that Katalist itself did not receive any service and in the arrangement was not to get any money for acting as Routing Agent. We pointedly asked the Learned Counsel that if it was not to receive anything why was it there. Learned Counsel then tried to submit that it was only acting in social cause. We are not impressed. There is no document of Agreement to show that Katalist is Agent of Group M. Arrangement between Group M and Katalist is not relevant for Operational Creditor. Entity that placed Orders and got services rendered, must pay. It is irrelevant in the facts of the matter whether Corporate Debtor itself consumed the services or got the same for other entity.”

5.7. It has been submitted that in absence of any formal written agreement between the Parties, issuance of POs by the Corporate Debtor in its own name from its own email id, the subsequent supplies made by the Operational Creditor, and raising of invoices against the Corporate Debtor which is also admitted by Corporate Debtor have to be taken into consideration for deciding the liability and consequent defaults committed by the Corporate Debtor

5.8. Further the Corporate Debtor has admitted to the grant of credit limit of Rs.15 Crore and has admitted the payment deadline of 65 days within which the Corporate Debtor was liable to pay the invoiced amounts. It is further submitted that the Corporate Debtor has already made the payment of Rs.273.10 Crore for transaction till 20 May 2019, clearly establishes that it is

the Corporate Debtor who is liable to pay the pending Operational Debt of Rs.8.78Crore for transactions between 22 May 2019 to 26 October 2019.

5.9. It is further submitted that the Corporate Debtor by not paying the amount Rs.8,78,17,857/- (Rupees Eight Crore Seventy-Eight Lakh Seventeen Thousand Eight Hundred and Fifty-Seven Only) which is due and payable against 187 invoices raised against it, within 65 days as stipulated in the invoices has therefore committed "Default" within the meaning ascribed to under section 3 (12) of Code and therefore fulfils one of the important considerations for triggering CIRP against it.

5.10. It is further submitted that as far as "commission" is concerned, the Corporate Debtor has not filed any concrete document, evidence, agreement in which terms and conditions with respect to payment of commission between the Parties. There is no mention of commission in POs raised as well as invoices raised against the Corporate Debtor. It is submitted that the Corporate Debtor was never given commission but discounts.

5.11. It is further submitted that the contentions raised by the Corporate Debtor are devoid of merits, immaterial, baseless and raised at belated stage merely as an afterthought. It is submitted that 117 challans/material acknowledgement receipts evidencing goods of total value of Rs.5,49,34,204/- (Rupees Five Crore Forty-Nine Lakh Thirty-Four Thousand Two Hundred and Four Only) were delivered as per Purchase Orders raised by the Corporate Debtor have been filed before this Adjudicating Authority.

5.12. A bare perusal of the material acknowledgements receipts filed with the Company Petition will confirm that the Goods were received by the Parties as per specifications mentioned by the Corporate Debtor in its POs.

5.13. It is submitted that the emails relied upon by the Corporate Debtor are for the period April 2018 to September 2018 and are not related to the present transactions in relation to which Default has been committed by the Corporate Debtor, no where in these emails quality/quantity of goods supplied has been disputed, the same does not justify the defaults committed by the Corporate Debtor during 22 May 2019 to 26 October 2019. Even during the alleged

dispute period, Corporate Debtor has regularly placed POs and have been making regular payments, and the cycle of transactions have continued.

5.14. It is submitted that these old emails are now being used to raise a spurious defence and a sham dispute only to get away from the clutches of the Code. The Corporate Debtor in reply to the demand notice has also raised following issues:

- a. The Credit Limit is Rs.15 Crores and therefore, the claim of Rs.9,03,17,857/- does not cross the credit limit as such there is a dispute.
- b. The Operational Creditor has appointed new distributor and therefore, Corporate Debtor is not able to recover amount from the market.
- c. Corporate Debtor has paid Rs.10,00,000/- and Rs.15,00,000/- to OC on 17 January 2020 and 18 January 2020 (Incorrectly mentioned as 17 January 2019 and 18 January 2019)

5.15. The learned Counsel submitted that in reply to the Demand Notice, the Corporate Debtor has not raised any "actual dispute", which amounts to admission. It is incumbent on Corporate Debtor to bring into notice to the Operational Creditor the 'existence of a dispute'. The purpose is that if there is a dispute in existence, the same may be immediately communicated to the OC so that he may chart his course of action. In the absence of same, the present petition of the Operational Creditor deserves to be allowed. In support of his contention the learned Counsel has placed reliance on the judgment of the Hon'ble NCLAT passed in *Henan Boom Gelatin Co. Ltd v. Sunil Healthcare Limited, CA(AT)(Ins.)No.256/2021*.

6. Submission of the learned Senior Counsel appearing on behalf of the Corporate Debtor

6.1. The learned Senior Counsel submitted that the Corporate Debtor was merely the Carrying and Forwarding Agent of the Operational Creditor and was entitled to commission in respect thereof. The Corporate Debtor was never the end user or the purchaser of any Fish Feed allegedly supplied by the Operational Creditor. The provisions under the Code would not lie against a Carrying and Forwarding Agent. In support of his contention, the Learned Senior Counsel placed reliance

on *Embee Software Pvt. Ltd. vs Solicon Pvt. Ltd. - 2020 (9) Company Cases – OL – 120 NCLAT* wherein the Hon'ble NCLAT held that

“33. In the present case, the claim of the appellant as an “operational creditor” does not fit within the purview of the definition of the term of “operational debt” under section 5(21) of the “I & B” Code on account of the fact that it was neither against any goods purchased by the respondent nor against any services availed by it. In the absence of any material to fasten the liability on the respondent by virtue of the terms of the purchase order, which was not addressed to the respondent the appellant/applicant cannot be characterised as an “operational creditor” as per definition of section (20) of the “I & B” Code.”

6.2.No formal agreement was ever executed between the Operational Creditor and the Corporate Debtor whereby the Corporate Debtor was appointed as the Carrying and Forwarding Agent of the Operational Creditor. The Operational Creditor has however repeatedly admitted that the Corporate Debtor was working as Carrying and Forwarding Agent.

6.3.It has been contended by the Operational Creditor that the Carrying and Forwarding Agency Agreement came to an end in 2015. The Operational Creditor has not disclosed any document to demonstrate that there was any termination of the Carrying and Forwarding Agency.

6.4.The alleged claim of the OC is based on 187 invoices. In this regard it is stated that:-

- a. There is no stamp and signature of the Corporate Debtor on a single invoice to show that such invoice was received by or delivered to Corporate Debtor.
- b. Out of 187 invoices, 165 invoices bear the endorsement “ship to party” and further contains the name of the party on whom the invoices were actually and physically raised.
- c. The very fact that none of the said invoices contain any stamp or signature of the Corporate Debtor establishes that the said invoices were never received by the Corporate Debtor.
- d. Out of the said 187 invoices, only 22 invoices do not contain the name of any third party. The said 22 invoices also do not bear the stamp and

signature of the Corporate Debtor to demonstrate receipt of the said invoices by the Corporate Debtor.

6.5. The learned Senior Counsel submitted that a claim under the Code cannot be maintained in the absence of invoices, reliance was placed on:-

i. *Ramco Systems Ltd vs Spicejet Ltd. – 2019 SCC online NCLAT 354, Para 10.*

ii. *Jeco Agrovate vs – Amrit Hatcheries – 2019 SCC OnLine NCLT 26981*

6.6. With regard to the challans and freight receipts have been annexed by the Operational Creditor, it is stated that:-

- a. Not a single challans and freight receipts bear the signature and stamp of the Corporate Debtor or any person authorised by the Corporate Debtor. There is thus no proof of delivery of goods to the Corporate Debtor itself.
- b. Out of the total 187 invoices there is no challans/freight receipts in respect of 75 invoices. The said 75 invoices are thus liable to be rejected outright as the said invoices are not even corroborated by challans and freight receipts, in addition to such invoices not being signed or stamped by the Corporate Debtor.
- c. The remaining challans and freight receipts annexed to the Company Petition bear the receipts of third parties thereby clearly demonstrating that the goods were directly supplied by the Operational Creditor to the actual third party purchasers.

6.7. Not a single lorry receipt annexed to the Corporate Debtor bear any corresponding invoice numbers. Hence, the lorry receipts cannot be linked to any particular invoice. Although there are 187 invoices there are only 106 lorry receipts. Thus, there are at least 77 invoices which are unsupported by any lorry receipts. Four of the lorry receipts do not even contain any “consignee name”. Thus, the said lorry receipts cannot be looked into at all. Out of the said 106 lorry receipts, only 55 mention the name of the Corporate Debtor. Thus 51 lorry receipts do not even mention the name of the Corporate Debtor.

- 6.8. Out of 55 lorry receipts bearing the name of the Corporate Debtor as consignee not a single lorry receipt has been stamped or signed by the Corporate Debtor showing that the materials have never been received by the Corporate Debtor.
- 6.9. It is submitted that the Operational Creditor carried on business of producing fish feed from its factory situated at Chattisgarh. The end users of such fish feed are persons engaged in pisciculture, breeding and cultivation of fish. The Corporate Debtor never carried on business of pisciculture or of breeding and cultivation of fish.
- 6.10. Thus, the goods in question have never been used or consumed by the Corporate Debtor. The Corporate Debtor would merely identify potential buyers and would secure orders from them which would be forwarded to the Operational Creditor. The Operational Creditor would supply the order of material directly to the third parties and dealers of them without any involvement of the Corporate Debtor in respect thereof. For such reason the invoices of the challans and lorry receipts contain the name of the ultimate end users of the said supplies.
- 6.11. The Corporate Debtor would collect payments from dealers and purchasers on behalf of the Operational Creditor and make payment of the same to the Operational Creditor and would be entitled to commission in respect of the services rendered by it.
- 6.12. The learned Senior Counsel submitted that there is a due from the Operational Creditor to the Corporate Debtor for a sum of Rs.62,31,218.04.
- 6.13. It is further submitted that there are pre-existing disputes exist between the parties. Hence, an operational debt must be admitted/acknowledged/bereft of any dispute for petition under section 9 to succeed, reliance is placed on:-
- a. ***Henan Boom Gelatin Co Ltd. v Sunil Healthcare Limited – NCLAT - Company Appeal [AT] [Insolvency] No. 256 of 2021- paragraph 33***
 - b. ***Mobilox Innovation Private Ltd. vs Kirusa Software Pvt. Ltd - (2018) 1 SCC 353 paragraphs 33, 34, 37, 42 to 45, 51.***

*c. Transmission Corporation of Andhra Pradesh versus Equipment
Conductors and Cables – MANU/SC/1192/2018 Paragraph 10 =
2019 (1) CHN Page 117 = 2019 (1) CLJ 74 [(2019) 12 SCC 697]*

6.14. The learned Senior Counsel submitted that two notices were sent under section 8 of the Code on 10 January 2020 and 28 January 2020, the Corporate Debtor replied to the said notice on 30 January 2020 and 12 February 2020. The Corporate Debtor in its reply denied the claims and stated that the Corporate Debtor was the “Carrying and Forwarding” Agent of the Operational Creditor and hence, had no liability. Further the Operational Creditor was selling directly to the following purchasers and dealers.

- i. Vivekananda Fish Feed – Nikashi Bazar (East Midnapur).
- ii. Bhowmik Feed Centre – Barisha, Pingla (East Midnapur).
- iii. Bablu Bagh – Moina (East Midnapur)
- iv. Nakul Das – Moina (East Midnapur)
- v. Rathi Enterprise – Basirhat (North 24 Pgs.)
- vi. Soma Fish Feed & Medicine Centre – Gangadharpur (24 pgs.(S))
- vii. Tarama Fish Feed – Mangurpukur (South 24 pgs)
- viii. Raju Enterprise – Sonarpur (South 24 pgs.).
- ix. Barman Feed Centre – Ramtarak (East Midnapur).
- x. M.G. Company – Sirakole (South 24 Pgs)

6.15. It is submitted that all the documents are related to third parties and hence, no petition can be filed against the Corporate Debtor under the Code.

Analysis and Findings

7. Heard the learned Counsel appearing on behalf of the Operational Creditor and the learned Senior Counsel appearing on behalf of the Corporate Debtor and perused the records.
8. The issues raised herein for consideration are:
 - a. Whether the Corporate Debtor would fall under the purview of section 9 of the Code?
 - b. Whether there is a pre-existing dispute?
9. The Corporate Debtor has not denied the fact that it was the Carrying and Forwarding Agent of the Operational Creditor. The Operational Creditor

supplied the goods as per the purchase orders placed by the Corporate Debtor and the Corporate Debtor received commission for the same.

10. The Corporate Debtor has itself admitted in the Reply affidavit in paragraphs v, w, x, y, wherein it is stated that upon receiving orders on behalf of the Operational Creditor, they would forward such orders to the operational creditor for fulfilment and delivery thereof. The Operational Creditor would supply the ordered materials directly to the third parties. Payments to be made by the dealers and/or purchasers would be collected by the alleged corporate debtor on behalf of the Operational Creditor and would thereafter be passed onto the Operational Creditor. On several occasions due to pressure of business, the Corporate Debtor would make payments directly to the Operational Creditor and would thereafter recover and realize such payments from the dealers and/or purchasers.
11. From the statements made by the Corporate Debtor, it is clear that the Operational Creditor supplied goods at the behest of the Corporate Debtor and the Corporate Debtor collected the payments to be made to the Operational Creditor. Hence, the relationship of the Operational Creditor and the Corporate Debtor is established. The Corporate Debtor may not be receiving the benefits of the goods directly, but the services were provided at its direction and the purchase orders were indeed placed by the Corporate Debtor. Hence, the amount to be received from the Corporate Debtor will fall under the definition of operational debt for the goods supplied and delivered .
12. Now let us consider whether there was any pre-existing dispute, the Corporate Debtor has stated that there are pre-existing disputes but has not filed any document to substantiate the that any dispute was raised by the Corporate Debtor. The Corporate Debtor has failed to produce any email or letter in support of its contention that there were diverse disputes that were raised. The dispute referred to in the demand notice by the Corporate Debtor is for the year 2018 which does not have any connections to the purchase orders and invoices raised in the year 2019, hence the same cannot be considered to be a plausible dispute for the issue at hand.

13. We would like to refer to the judgment of the Hon'ble NCLAT in *Gangadhar Udayan Dravid (supra)* in continuance to the paragraphs relied upon by the learned Counsel appearing by the Operational Creditor as is stated in paragraph 5.6. above, wherein the Hon'ble NCLAT at paragraph 19 has observed the following:

“19. In the light of the detailed discussion in the aforementioned paragraphs, the Appellant has not been able to make a water-tight case in his favour by either refuting the relationship of Corporate Debtor with Operational Creditor (between itself and Inspired Traveller) or establish pre-existing dispute as is required in Section 8(2)(a) of the IBC to escape from the rigours of CIRP.”

14. In view of the above observations, there is no doubt that the Operational Creditor had provided goods and the Corporate Debtor accepted the said services of providing goods to the third parties as per the instructions of the Corporate Debtor. Payments were being made but thereafter the Corporate Debtor committed default in payments. There has been no event of pre-existing dispute and there was no communication of the same to the Corporate Debtor.

15. The petition is complete in all respects and meets all requirements stipulated under the Code.

16. It is, accordingly, hereby ordered as follows:-

- i. The application bearing **CP (IB) No. 1145/KB/2020** filed by **Abis Exports (India) Private Limited (Operational Creditor)**, under section 9 of the Code read with rule 6 of the Insolvency & Bankruptcy (Application to Adjudicating Authority) Rules, 2016 for initiating CIRP against **Jassi Properties and Construction Private Limited**, the Corporate Debtor, is *admitted*.
- ii. There shall be a moratorium under section 14 of the IBC.
- iii. 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.

- iv. Public announcement of the CIRP shall be made immediately as specified under section 13 of the Code read with regulation 6 of the Insolvency & Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016.
- v. **Mr. Soumitra Lahiri having registration number IBBI/IPA-001/IPP00734/ 2017- 2018/11232 email:slahiri0207@gmail.com,** appearing at S.no.4 of the IBBI Panel for West Bengal is hereby appointed as Interim Resolution Professional (IRP) of the Corporate Debtor to carry out the functions as per the Code subject to submission of a valid Authorisation of Assignment in terms of regulation 7A of the Insolvency and Bankruptcy Board of India (Insolvency Professional) Regulations, 2016.
- vi. The fee payable to IRP or the RP, as the case may be, shall be compliant with such Regulations, Circulars and Directions as may be issued by the Insolvency & Bankruptcy Board of India (IBBI). The IRP shall carry out his functions as contemplated by sections 15, 17, 18, 19, 20 and 21 of the Code.
- vii. During the CIRP period, the management of the Corporate Debtor shall vest in the IRP or the RP, as the case may be, 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 one week from the date of receipt of this Order, in default of which coercive steps will follow.
- viii. The IRP/RP shall submit to this Adjudicating Authority periodical reports with regard to the progress of the CIRP in respect of the Corporate Debtor.
- ix. The Operational Creditor shall initially deposit a sum of **₹3,00,000/- (Rupees three lakh only)** with the IRP to meet the expenses arising out of issuing public notice and inviting claims. These expenses are subject to approval by the Committee of Creditors (CoC). Further, the Fees of

the IRP will be subject to the approval of the COC in accordance with Notification No. IBBI/2022-23/GN/REG091 dated 13.09.2022, issued by the Insolvency and Bankruptcy Board of India, as published in the in the Official Gazette.

x. In terms of section 7(5)(a) of the Code, Court Officer of this Court is hereby directed to communicate this Order to the Operational Creditor, the Corporate Debtor and the IRP by Speed Post, email and WhatsApp immediately, and in any case, not later than two days from the date of this Order.

xi. Additionally, the Operational Creditor shall serve a copy of this Order on the IRP and on the Registrar of Companies, West Bengal, Kolkata by all available means 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.

17. **CP (IB) No. 1145/KB/2020** to come up on **18-03-2024** for filing the progress report.

18. A certified copy of this order may be issued, if applied for, upon compliance with all requisite formalities.

Balraj Joshi
Member (Technical)

Rohit Kapoor
Member (Judicial)

This order is pronounced on the 1st day of March 2024.

GGRB_LRA