



**IN THE NATIONAL COMPANY LAW TRIBUNAL
SPECIAL BENCH BENGALURU**
*(Exercising powers of Adjudicating Authority under
The Insolvency & Bankruptcy Code, 2016)
(Through web-based video conferencing platform)*

C.P (IB) No. 74/BB/2023
u/s 7 of the IBC Code r/w Rule 4 of
Insolvency and Bankruptcy (AAA) Rules, 2016

In the matter of

Yes Bank Limited,

Yes Bank House, Off Western Express,
Highway, Santacruz East,
Mumbai-400055,
Maharashtra,

Also at

Prestige Obelisk, Ground Floor,
Municipal No.3, Kasturba Road,
Bengaluru - 560001.

Financial Creditor/Petitioner

Versus

Katerra India Private Limited,

Registered Office at:
Attics Office Space, 3rd Floor,
757, 100 Feet Road,
HAL 2nd Stage, Appareddipalya,
Indiranagar,

Bengaluru - 560038

Corporate Debtor/ Respondent

Order delivered on: 8th September, 2023

Coram: 1. Hon'ble Justice (Retd.) T Krishnavalli, Member (Judicial)
2. Hon'ble Shri Manoj Kumar Dubey, Member (Technical)

Parties/Counsels Present:

For the Petitioner : Shri Akash Sherwal

For the Respondent : Shri Sandeep Huilgol

O R D E R

Per: T Krishnavalli, Member (Judicial)

1. The present petition is filed on 17.04.2023 under Section 7 of the Insolvency and Bankruptcy Code, 2016 (for brevity '**IBC/ Code**'), r/w Rule 4 of the I & B (Application to Adjudicating Authority) Rules, 2016, by **Yes**



Bank Limited (for brevity 'Financial Creditor/Petitioner') inter alia seeking Corporate Insolvency Resolution Process against **Katerra India Private Limited** (hereinafter referred as 'Corporate Debtor/Respondent) on the ground that the Corporate Debtor has committed a default for a total outstanding amount of Rs.493,34,21,103/- (Rupees Four Hundred and Ninety Three Crores, Thirty Four Lakhs Twenty One Thousand One Hundred and Three only) as on 26.03.2022.

2. Brief facts of the case, which are relevant to the issue in question, and as narrated by the Petitioner as follows:

- I. The Financial Creditor incorporated under the Companies Act, 1956 on 21.11.2003 with CIN No.L65190MH2003PLC143249. The Financial Creditor is carrying on its banking business under the Banking Regulation Act, 1949. Its registered office at Mumbai, Maharashtra and acting through its branch at Municipal No.3, Ground Floor, Kasturba Road, Bengaluru – 560001.
- II. The Corporate Debtor is a company incorporated on 25.07.2013 with CIN No. U70100KA2013FTC070303. Its Authorised Share capital INR 150,00,00,000 and paid-up Share capital INR 141,58,86,230.
- III. The Financial Creditor being a banking institution had sanctioned loan facilities for an amount of Rs.580,0000,000 to the Corporate Debtor vide Facility Letter dated 29.06.2018 (Ref: YBL/ BLR/ FL/ 3638/2018-19) (Original Facility Letter). The Original Facility Letter was amended from time to time vide 6 addendum Facility Letters. The following are four facilities mentioned in the Original Facility Letter availed by the Corporate Debtor:
 - a. Facility -1 (Overdraft)
 - b. Facility-2 (Term Loan)
 - c. Facility-3 (Bank Guarantee Performance) and
 - d. Facility -4 (Letter of credit)
- IV. The total amount of debt (principal & interest) due by the Corporate Debtor under Facility-1 (Overdraft) is Rs.92,39,35,034 (Ninety-two crores Thirty nine Lakh thirty-five thousand and thirty-four only) as on 31.01.2023.




- V.** The total amount of debt due (principal & interest) by the Corporate Debtor under Facility-2 (Term Loan) is Rs.230,25,02,888/- (Two hundred and thirty crores twenty five lakhs two thousand eight hundred and eighty-eight only) as on 31.01.2023. The total amount of debt due under facility-3 (Bank Guarantee Performance) is Rs.141,86,58,725/- (One Hundred and Forty-one crores eighty-six Lakh fifty-eight thousand seven hundred and twenty five only) as on 31.01.2023. And the total amount of debt due under Facility-4 (Letter of Credit) is Rs.26,18,08,447/- (Rupees Twenty Six Crores Eighteen Lakh eight Thousand four hundred and forty seven only) as on 31.01.2023.
- VI.** It is stated that under the terms of the Master Facility Agreement, Loan Agreement and the Facility Letters, the loans were to be repaid in specific instalments in accordance with the repayment schedule set forth therein. The Corporate Debtor failed to adhere to the repayment obligations and hence the account of the Corporate Debtor turned Non-Performing Asset (NPA) on 23.06.2022.
- VII.** Pursuant to the occurrence of default the Financial Creditor issued a Loan default/recall notice to the Corporate Debtor vide Ref No.YBL/SAM/22-23/737 dated 27.02.2023, declaring all amounts under Facilities 1 to 4 to be immediately due and payable. As per the default notice the Financial creditor is owed Rs.493,34,21,103/- including interest chargeable under the four facilities as on 31.01.2023 which the Corporate Debtor has failed to repay despite the default notice.
3. During the hearing, on 17.08.2023, the Ld. Counsel for the Respondent appeared and submitted that they are not going to file a reply to the notice. It was further stated, they have no objection to the admission of the petition and in respect of the same, the Ld. Counsel has also filed a Memo vide Dy. No.4276 dt. 17.08.2023 and the same is taken on record.
 4. Heard the Learned Counsel for the Petitioner and Learned Counsel for the Respondent and perused the records available.
 5. The present petition is filed by Yes Bank Limited for total outstanding amount of Rs.493,34,21,103/- (Rupees Four Hundred and Ninety Three



Crores, Thirty Four Lakhs Twenty One Thousand One Hundred and Three only) as on 26.03.2022. The Corporate Debtor has availed various credit facilities from the Financial Creditor and failed to adhere to the repayment obligations.

6. It is observed that the amount in default as per Part IV of Form-1 is Rs.493,34,21,103/- (Rupees Four Hundred and Ninety Three Crores, Thirty Four Lakhs Twenty One Thousand One Hundred and Three only) which is well within the threshold limit. The date of default is 26.03.2022 and the Company Petition is filed on 17.04.2023 hence the petition is filed within the limitation.
7. In view of the given facts and circumstances, the present petition being complete and having established the default in payment of the financial debt and for the default amount being above Rs.1,00,00,000/- (Rupees One Crore only), the petition is **admitted** in respect of the Respondent **Katerra India Private Limited** under section 7 of the I & B Code, 2016. Accordingly, moratorium is declared in terms of Section 14 of the Code. As necessary consequences of the moratorium in terms of Section 14, the following prohibitions are imposed, which must be followed by all and sundry:
 - 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 Securitization 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.*

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- e. *It is further directed that the supply of essential goods or services to the Corporate Debtor as may be specified, shall not be terminated or suspended or interrupted during the moratorium period;*
 - f. *The provisions of Sub- Section (1) shall however, not apply to such transactions as may be notified by the Central Government in consultation with any financial sector regulator and to a surety in a contract of guarantee to a Corporate Debtor;*
 - g. *The order of moratorium shall have effect from the date of this order till completion of the Corporate Insolvency Resolution Process or until this Bench approves the Resolution Plan under sub-section (1) of Section 31 or passed an order for liquidation of Corporate Debtor under Section 33 as the case may be;*

8. The Financial Creditor has proposed the name of Shri Pankaj Srivastava, a qualified Insolvency Professional having Registration No. IBBI/IPA-001/IP-P00245/2017-2018/10474 as the Interim Resolution Professional (IRP) in respect of the Corporate Debtor. Written consent given by the IRP in Form-2 dated 29.03.2023 has been filed along with C.P at Page – 33-34, wherein it is declared that he is eligible to be appointed as IRP in respect of the Corporate Debtor and no disciplinary proceedings are pending against him with the Board or The Indian Institute of Insolvency Professional of ICAI.
9. The Law Research Associate of this Adjudicating Authority has checked the credentials of Shri Pankaj Srivastava, there is nothing adverse against him. In view of the above, the Bench appoints **Shri Pankaj Srivastava**, having Registration No. IBBI/IPA-001/IP-P00245/2017-2018/10474 with address at 5, 5th Cross, Navya Nagar, Jakkur, Bengaluru - 560064, Email id:psri@live.com, Contact No. 9845002523 as the Interim Resolution Professional of the Corporate Debtor. The IRP is directed to take the steps as mandated under Section 15, 17, 18, 20 and 21 of the IBC 2016.
10. The Financial Creditor shall deposit a sum of Rs. 2,00,000/- (Rupees Two 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.

11. The Interim Resolution Professional shall after collation of all the claims received against the Corporate Debtor and the determination of the financial position of the Corporate Debtor constitute a Committee of Creditors and shall file a report, certifying constitution of the Committee to this Tribunal on or before the expiry of thirty days from the date of his appointment, and shall convene first meeting of the Committee within seven days for filing the report of Constitution of the Committee. The Interim Resolution Professional is further directed to send regular progress reports to this Tribunal every fortnight.
12. A copy of the order shall be communicated to both the parties. The learned Counsel for the Petitioner shall deliver a copy of this order to the Interim Resolution Professional forthwith. The Registry is also directed to send the copy of this order to the Interim Resolution Professional at his e-mail address forthwith.

Sd/-

**MANOJ KUMAR DUBEY
MEMBER (TECHNICAL)**

Sd/-

**T.KRISHNAVALLI
MEMBER (JUDICIAL)**