NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH COURT VI

Item No. P1

C.P. (IB)/1225(MB)2025

CORAM:

SHRI SAMEER KAKAR
HON'BLE MEMBER (TECHNICAL)

SHRI NILESH SHARMA
HON'BLE MEMBER (JUDICIAL)

ORDER SHEET OF HEARING (HYBRID) DATED **21.07.2026**

NAME OF THE PARTIES**:** **Canara Bank**

V/s

Ms. Citron Infraprojects Limited

Under Section 7 of the IBC

ORDER

The case is fixed for pronouncement of the order. The order is pronounced in the open court, *vide* separate order. Detailed order is being uploaded on the NCLT portal today.

Sd/-

NILESH SHARMA
MEMBER (JUDICIAL)

Sd/-

SAMEER KAKAR
MEMBER (TECHNICAL)

//Sumant//

IN THE NATIONAL COMPANY LAW TRIBUNAL, MUMBAI BENCH

VI

C.P. (IB)/1225/MB/2025

[Under Section 7 of the Insolvency and Bankruptcy Code, 2016 r/w Rule 4 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016]

Canara Bank

[PAN: AAACU6160G]

Stressed Assets Management Branch,

Canara Bank, Circle Office Building,

8th Floor, B Wing , C-14 , G-Block

Bandra Kurla Complex, Bandra East,

Mumbai, 400051

…Financial Creditor

V/s

M/s Citron Infraprojects Limited

[CIN No. U17100MH2008PLC177616]

97,Maker Tower, 'F', Cuffe Parade,

Mumbai - 400005

...Corporate Debtor

Pronounced: 21.07.2026

CORAM:

HON'BLE SHRI NILESH SHARMA, MEMBER (JUDICIAL)

HON'BLE SHRI SAMEER KAKAR, MEMBER (TECHNICAL)

Appearances: Hybrid

For Applicant: Adv. Mr. Bharat Siddhapura , Adv. Mr. Roshan Gaud a/w. Adv. Mr. Tejas Singhi/b ORBIT LAW SERVICE

For Respondent: Sr. Counsel Mr. Vikram Nankani a/w Adv. Ms. Rutuja Shedge a/w Adv. Ms. Aarushi Yadav. i/b Adv. Ravleen Sabharwal

ORDER

[PER: CORAM]

1. BACKGROUND

1.1. C.P. (IB) No.1225/MB/2025 (Application) was filed on 05.11.2025 by Canara Bank, the Financial Creditor (FC), having PAN: AAACU6160G under Section 7 of the Insolvency and Bankruptcy Code, 2016 (IBC), read with Rule 4 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016, for initiating Corporate Insolvency Resolution Process (hereinafter referred to as "CIRP") in respect of M/s Citron Infraprojects Limited the Corporate Debtor having CIN No. U17100MH2008PLC177616.

1.2. This Application has been affirmed by one Mr. Dheerendra Kumar Chaudhary, authorised signatory of the Applicant vide letter of Authority dated 02.09.2025

1.3. As per Part IV of the Application, the amount claimed to be in default is Rs.119,64,40,125.82/- (Rupees One Hundred Nineteen Crores, Sixty-

Four lakhs, Forty Thousand ,One Hundred Twenty-Five and eighty-Two Paisa Only) as amended vide Additional Affidavit dated 09.12.2025.

1.4. As per Part IV of the Application the date of default is stated as 30.03.2022 and (the date of declaration of NPA is 28.06.2022) in respect to the Principal Borrower and 25.03.2023 in respect to the Corporate Guarantor, who is the Corporate Debtor in the present Application.

1.5. The Applicant has proposed the name of Mr.Sunil Kumra Kabra , an Insolvency Professional , having Registration No. IBBI/IPA-001/IP-P01011/2017-2018/11662, to act as the Interim Resolution Professional (IRP) (having valid Authorisation for Assignment up to 30.06.2027) (as per IBBI site), in case the Application is Admitted.

2. <u>CONTENTIONS OF APPLICANT (FC)</u>

2.1. The Applicant states that the Principal Borrower, M/s Shrivallabh Pittie Industries Ltd., is a company incorporated under the provisions of the Companies Act, 2013. The Corporate Debtor, Mis Citron Infraprojects Ltd., has executed Corporate Guarantees in favour of the Applicant Bank and other consortium lenders, thereby guaranteeing due repayment of the credit facilities availed by the Principal Borrower.

2.2. It is stated that The Principal Borrower availed various credit facilities from the consortium of lenders. Under sanction dated 09.03.2015, a Term Loan facility of Rs. 275 Crores was extended by the consortium, with the Applicant Bank's exposure being Rs. 35 Crores. The said sanction was accepted by the Borrower and the Corporate Debtor, and necessary financing and security documents, including a Deed of Corporate Guarantee, were executed on 12.10.2015.

2.3. Thereafter, under sanction dated 13.12.2016, Working Capital facilities aggregating to Rs. 80 Crores were sanctioned by the consortium, wherein the Applicant Bank sanctioned a Working Capital limit of Rs. 10 Crores. The sanction was duly accepted, and loan and security documents were executed on 17.12.2016, including a Deed of Corporate Guarantee by the Corporate Debtor.

2.4. Subsequently, on 25.04.2018, the Working Capital limit was renewed and enhanced to Rs. 140 Crores, with the Applicant Bank's exposure being Rs. 30 Crores. The said sanction was accepted, and security documents were executed, along with a Corporate Guarantee by the Corporate Debtor. In 2019, the Working Capital limit was further reviewed and reduced from Rs. 30 Crores to Rs. 27 Crores.

2.5. At the request of the Borrower, an ad-hoc facility aggregating to Rs. 12 Crores was sanctioned by the consortium on 28.05.2020, wherein the exposure of the Applicant Bank was Rs. 3.60 Crores. In addition, the Applicant Bank also sanctioned facilities under the GECL 2.0 scheme, namely Rs. 11.39 Crores on 20.03.2021 and Rs. 5.70 Crores on 13.01.2022. Besides the above, the Borrower also availed a vehicle loan of Rs. 8,38,798 in the year 2019.

2.6. The total facilities sanctioned to the Principal Borrower from the consortium, including the exposure of the Applicant Bank, aggregated to

Rs. 415 Crores (Rs. 275 Crores Term Loan and Rs. 140 Crores Working Capital), in addition to the GECL facilities and vehicle loan.

2.7. The Principal Borrower defaulted in repayment on 30.03.2022 and its accounts were classified as NPA on 28.06.2022. Accordingly, the Applicant issued a Recall Notice dated 17.03.2023, invoking the Corporate Guarantees and demanding Rs. 77.22 Crores as on 28.02.2023. Despite due service, the Corporate Debtor failed to make payment.

2.8. As on 31.08.2025, the total outstanding due to the Applicant stands at Rs. 119,64,40,125.82 (Rupees One Hundred Nineteen Crore Sixty-Four Lakh Forty Thousand One Hundred Twenty-Five and Paisa Eighty-Two only), inclusive of principal, interest, and charges.

2.9. Further it is also stated that Recovery proceedings have been initiated before the Hon'ble DRT, Mumbai in OA No. 420 of 2023, which are pending. Further, CIRP of the Principal Borrower is already underway pursuant to admission of CP (IB) No. 440 of 2024 by the Hon'ble NCLT, Mumbai. The Applicant is part of the Committee of Creditors.

2.10. The Applicant has attached the following documents along with the Application and /or additional affidavit.

a) Copy of the master data of the Corporate Debtor.
b) Copy of Sanction Letter dated 9th March, 2015
c) Copy of Board Resolution dated 5th October 2015
d) Copy of The Term Loan Consortium Agreement dated 12th October 2015

e) Copy of Joint Deed of Hypothecation dated 12th October 2015

f) Copy of Deed of Personal Guarantee-dated 12th October 2015 by the Personal Guarantors

g) Copy of Deed of Corporate Guarantee dated 12th October 2015

h) copy of the Sanction Letter dated 13th December 2016

i) Copy of Board Resolution by the Principal Borrower dated 14th December 2016

j) Copy of Working Capital Consortium Agreement dated 17th December 2016

k) Copy of Joint Deed of Hypothecation dated 17th December 2016

l) Copy of Deed of Personal Guarantee dated 17th December 2016

m) Copy of Deed of Corporate Guarantee dated 17 December 2016

n) Copy of Said Sanction Letter dated 25 April 2018

o) Copy of the Board Resolutions dated 02 May 2018 by the Principal Borrower

p) Copy of Deed of Corporate Guarantee - dated 11 May 2018

q) Copy of Sanction letter dated 28 May – 2020

r) Copy of the Board Resolutions 8 June 2020

s) Copy of Deed of Corporate Guarantee dated 7 October 2020

t) Copy of sanction letter dated 20 March 2021

u) Copy of the sanction letter dated 13 January 2022

v) Copy of Latest case status extracted from online portal of DRT

w) Copy of Order for admission of CIRP dated 07.03.2024 in respect of the Principal borrower.

x) Copy of the recall notice dated 17 March 2023

y) Statement of Account

z) Copy of Record of Default (NeSL- Report) of Principal Borrower

3. REPLY BY CORPORATE DEBTOR

3.1. A reply affidavit dated 04.03.2026 was filed by the Respondent duly affirmed by Mr. Dinesh Ashar, Authorized Representative. The contentions of the respondent are summarized below :

3.2. The present Petition has been filed on 13th April 2023. It is settled law that before a Petition can even be entertained by this Hon'ble Tribunal, it must comply with all their requirements stipulated in Insolvency and Bankruptcy Code (Application to Adjudicating Authority) Rules, 2016.

3.3. The applicant has not served a copy of the application to IBBI.

3.4. The Respondent has argued that the Application is barred by limitation as that the Petitioner was legally bound to file the said captioned petition on or before 30.03.2025, i.e.3 years from the date of default, i.e. 30.03.2022. However, Petitioner, as per the Additional Affidavit, admitted that the captioned petition was filed on 05.11.2025. Hence it is undisputed that the said captioned petition is filed beyond the lawfully allowed limitation period of 3 years.

3.5. The delay in filing of the captioned petition is nor mere 1-2 months, there is a full delay of 8 months in filing the petition which cannot be condoned. That the Petitioner, being a Financial Creditor as a Bank, has the resources to get the best legal advice, then too, the petitioner has gravely defaulted in filing the captioned petition within the limitation period.

3.6. The petitioner is using this Tribunal as a recovery forum. Reliance was placed on the landmark judgment of the Hon'ble Supreme Court in the case of 'K Kishan vs. Vijay Nirman Company Private Limited [2018 SCC Online SC 1013] wherein Hon'ble Supreme Court opined that creditors cannot use the Insolvency and Bankruptcy Code, 2016 either prematurely or for extraneous considerations or as a substantive tool for debt enforcement procedures.

3.7. Further, the Hon'ble Supreme Court of India in its Judgment dated 12th July 2022 in Vidarbha Industries v. Axis Bank 2022 SCC Online SC 841, has clarified the law with respect to proceedings under Section 7 of the Code and the factors that need to be considered prior to admitting a Petition under Section 7(5) of the Code.

3.8. Further it is stated that the present company petition is filed premature in view of the resolution plan of Shrivallabh pittie industries limited pending approval.

3.9. It appears that Principal borrower , i.e. Shrivallabh Pittie Industries Limited is already undergoing CIRP process bearing case number - Company Petition (MB) 440 of 2023 and the Petitioner of the Captioned petition is a member of the Committee of Creditors. It is submitted that, during the pendency of CIRP of the Principal borrower, the promoters of the principal borrower, pursuant to section 240A of the Code, have submitted a Resolution Plan to revive the Principal Borrower.

3.10. Further the Resolution Plan as submitted by the Promoters of the Principal borrower includes the repayment of all the credit facility and loans availed by the Principal borrower. That the Resolution Plan submitted by the Promoters includes the repayment of the loan and credit facility advanced by the Petitioner against which the Respondent has given the Guarantee on the basis of which the Petitioner seeks to initiate CIRP of the Respondent.

3.11. The Respondent seeks to bring on record that the said resolution plan is under consideration by the CoC of the Principal borrower and the same is considered and discussed upon in every CoC meeting. The proposed Resolution Plan has been discussed regularly in the CoC meetings, and it is considered whether it should be approved or not. The same has been considered in 24th,25th,26th and 27th' Meetings of the CoC. The minutes of the 24th,25th,26th and 27th Meetings of the CoC are annexed as **Annexure A.**

3.12. The Resolution Plan proposed by the promoters also provides for payment of the loans of the Petitioner and once the said Resolution Plan is approved and implemented successfully, the same will lead to repayment of the loan of the Petitioner which is in the form of claim filed by the Petitioner being a Financial Creditor of the Principal borrower. That the Petitioner is a member of the CoC and has been actively taking part in all the above- mentioned CoC meetings, the same is evident from the minutes of the CoC meetings, recording the appearance in the quorum of the meetings.

3.13. That being actively involved, it is safe to presume the petitioner is aware of all the proceedings going on 25th CIRP of the Principal borrower along with the fact that the Resolution Plan proposed by the Promoters is under consideration. That the Petitioner, even after being aware of a the material proceedings, in a hasty and irresponsible manner, has filed this present premature Petition without considering the fact that the Resolution Plan as submitted by the promoters is under due consideration and successful approval and implementation of the same will lead to resolution and effective repayment of the dues of the Principal borrower which involves the loans advanced by the Petitioner. That the Petitioner, not considering the gravity of the matter as a whole, has hastily and without giving due thought and consideration has filed this Petition.

4. REJOINDER

4.1. The Affidavit in Rejoinder dated 20.03.2026 is filed by Dheerendra Kumar Choudhary who is the Authorised Signatory of the Applicant.

4.2. It is stated that the Respondent's objection regarding non-service of the Application upon the Insolvency and Bankruptcy Board of India is wholly misconceived and denied. The Petitioner has duly complied with all requirements under the Insolvency and Bankruptcy Code, 2016 and the applicable Rules, including filing of the requisite Form (IAAA), annexed to the Petition. The said form is annexed to the Petition at Page No. 527 Further, the Petitioner submits that even assuming, without admitting, that there existed any procedural irregularity in this regard, the same cannot defeat the substantive rights of the Petitioner, particularly when the existence of a financial debt and the default committed by the Corporate Debtor stand clearly established on record.

4.3. The Respondent has erroneously contended that the present Petition is barred by limitation on the ground that the alleged date of default is 30.03.2022 .The said contention is misconceived and factually incorrect. as the date 30.03.2022 pertains to the Principal Borrower and not to the Corporate Guarantor. The Respondent has further failed to consider the tabular representation at page no. 7 of the Application which clearly reflects the amount claimed from the Corporate Guarantor arises on 25.03.2023 in respect of the default committed by the Principal Borrower. The present Petition has been filed on 05. 11.2025, which is well within the prescribed period of limitation. Accordingly, the contention raised by the Respondent that the Petition is barred by limitation is wholly misconceived, baseless, and legally untenable.

4.4. Further it is stated that the Respondent has deliberately failed to disclose that the outstanding debt has been repeatedly acknowledged in writing by the Principal Borrower, namely Shrivallabh Pittie Industries Ltd., from time to time, including through One Time Settlement (OTS) proposals submitted to the Lenders. Further, Mr. Chirag Pittie, the Suspended Director of the Principal Borrower, Shrivallabh Pittie Industries Ltd., had also filed an appeal bearing Company Appeal (AT) (INS) No 565 of 2024 before the Hon'ble Appellate Tribunal. Vide Order dated 21.03.2024, Mr. Chirag Pittie, while acknowledging the outstanding debt, sought a stay of the Corporate Insolvency Resolution Process (CIRP) and undertook before the Hon'ble Appellate Tribunal to pay 100% of the outstanding dues of the Banks.

4.5. On the basis of such undertaking, the Hon'ble Appellate Tribunal was pleased to grant a stay of the CIRP proceedings. However, the said undertaking was subsequently breached by the Principal Borrower, and consequently the Hon'ble Appellate Tribunal, vide Order dated 02.05.2024, vacated the stay earlier granted. The Copy of the Order dated 21.03.2024 and Order dated 02.05.2024 are marked as Exhibit- "A" to the Rejoinder

4.6. Thus, the conduct of the Principal Borrower clearly demonstrates unequivocal acknowledgment of the outstanding debt, and the Respondent cannot now be permitted to raise frivolous and untenable objections, including the plea of limitation. In view of the repeated acknowledgements of debt by the Corporate Debtor, the limitation period stood continuously extended and therefore the present Petition has been filed well within the prescribed period of limitation. Hence, the objection raised by the Respondent on the ground of limitation is baseless and deserves to be rejected.

4.7. The Respondent has incorrectly alleged that the Petition has been filed by the Petitioner merely as a mechanism for recovery of its dues. The said allegation is wholly baseless, misconceive and devoid of merit. The Insolvency and Bankruptcy Code provides that once the existence of a financial debt and the occurrence of default are established, the

Adjudicating Authority is required to admit the petition subject to satisfaction of the statutory requirements prescribed under the Code. The Respondent cannot evade or avoid its admitted financial liability by making a bald and unsupported allegation that the present proceedings are in the nature of a recovery action Such an objection is untenable in law and deserves to be rejected by this Hon'ble Tribunal

4.8. The Respondent has contended that since the Principal Borrower is presently undergoing Corporate insolvency Resolution Process (CIRP) the present Petition against the Corporate Guarantor is not maintainable. The said contention of the Respondent is wholly misconceived and legally untenable. The Respondent has failed to appreciate the settled legal position governing the liability of a guarantor under law. Further the Respondent has failed to distinguish between Shrivallabh Pittie Industries Ltd and Shrivallabh Pittie South-West Industries Ltd. The present Petition has been filed for initiation of CIRP against the Corporate Guarantor in respect of the default committed by the Principal Borrower, namely Shrivallabh Pittie Industries Ltd.

4.9. The Petitioner submits that under Section 128 of the Indian Contract Act. 1872, the liability of a guarantor is co-extensive with that of the principal borrower unless otherwise provided by the contract Consequently the creditor is entitled to proceed against the guarantor independently of, or simultaneously with the principal borrower. Further it is a well-settled position of law, as recognized by the Hon'ble Supreme Court in the judgement in the matter of Lalit Kumar Jain v. Union of India and State

Bank of India v V. Ramakrishnan that insolvency proceedings can be initiated simultaneously against both the principal borrower and the corporate guarantor. Therefore, the pendency of CIRP against the principal borrower does not in any manner bar or restrict the initiation of CIRP against the Corporate Guarantor. The objection raised by the Respondent on this ground is therefore devoid of merit and liable to be rejected.

4.10. The Respondent has sought to place reliance upon the judgment in Vidarbha Industries Power Limited vs Axis Bank Limited in support of its contention that the present Petition ought not to be admitted. The Petitioner submits that such reliance is wholly misplaced and misconceived. The said judgment was rendered in a peculiar factual matrix and cannot be applied mechanically to the facts of the present case, It is a settled position of law that the primary consideration for admission of an application under Section 7 of the Insolvency and Bankruptcy Code, 2016 is the existence of a financial debt and the occurrence of default Once these elements are established, the Adjudicating Authority is ordinarily required to admit the application, subject to satisfaction of statutory requirements.

4.11. In the present case, the Respondent has failed to demonstrate any exceptional or extraordinary circumstance that would justify the exercise of discretion against admission of the Petition. Hence, the reliance placed by the Respondent on the said judgment is wholly untenable and deserves to be rejected.

4.12. The Respondent has not disputed the fundamental facts that financial facilities were duly granted by the Petitioner, necessary loan documents were executed between the parties, a corporate guarantee was provided by the Respondent, and the loan account has been classified as a Non-Performing Asset (NPA)

4.13. The Respondent has also failed to substantively dispute the outstanding financial liability owed to the Petitioner and has not placed any material on record to controvert the existence of the debt.

4.14. In view of the above, the essential ingredients required for admission of an application under Section 7 of the Insolvency and Bankruptcy Code. 2016, namely the existence of a financial debt and the occurrence of default stand clearly established on record Therefore, the present Petition is liable to be admitted by this Hon'ble Tribunal.

5. <u>WRITTEN SUBMISSION (Applicant)</u>

5.1. The Applicant has relied upon the same argument as recorded in its Petition and Rejoinder and for the sake of brevity we are not recording the same herein.

5.2. Further the Applicant has relied on the following Judgements

a. BRS Ventures Investments Ltd. v SREI Infrastructure Finance Ltd. & Anr Civil Appeal No 4565/2021

b. Lalit Kumar Jain v. Union of India and State Bank of India v. V Ramakrishnan (2021) 9 SCC 321

6. WRITTEN SUBMISSION(CD)

6.1. The Corporate Debtor has stated that resolution plan of the Principal Borrower is being submitted to COC and is under consideration. The said resolution plan, expressly provides for the repayment of the dues of all the financial creditors of the Principal Borrower (including the Petitioner) in full and final settlement, with a specific consideration attributable to the collaterals, securities and guarantees furnished in respect of the Principal Borrower. In particular, the resolution plan provides that upon payment of the consideration so attributable (described therein as the "Collateral and Guarantee Payment"), all personal and corporate guarantees furnished in respect of the Principal Borrower shall stand immediately cancelled, the collaterals lying with the financial creditors shall stand immediately released, and a No Dues Certificate shall be issued by the financial creditors. The said stipulation is contained, inter alia, in Clause 5.7(b)(i), Clause 6.2 and Annexure C read with Schedule A of the resolution plan / First Addendum.

6.2. It is further submitted that, in the meanwhile, an application alleging avoidable / fraudulent transactions, preferred under Sections 66 and 67 of the Code, was partly allowed against the promoters of the Principal Borrower by order dated 28.11.2025 in IA No. 2508/MB/2025 The said order has been assailed before the Hon'ble National Company Law Appellate Tribunal in Company Appeal (AT) (Insolvency) Nos. 1933 and 1934 of 2025, and the Hon'ble Appellate Tribunal, by its order dated 08.12.2025, has been pleased to stay the operation of the said order, a prima facie case having been found. The said interim order has been continued from time to time, and by order dated

12.05.2026 the appeals stand listed for hearing on 15.07.2026, with the interim order directed to continue.

6.3. The Hon'ble Appellate Tribunal by its order dated 20.03.2026 has further been pleased to direct that till the said appeals are finally decided, the Adjudicating Authority may hear the liquidation application pending in respect of the Principal Borrower, but shall not pass any final order thereon. In consequence of the aforesaid, the CoC of the Principal Borrower in its 27th meeting (held on 10.02.2026 and continued on 12.02.2026 and 13.02.2026) has resolved that, till the adjudication of the avoidance matter is completed, it cannot consider the resolution plan submitted by the promoters and has accordingly deferred consideration thereof.

6.4. Further the Corporate Debtor has argued on the following points-

a. The present Petition is premature, the discretion under Section 7(5)(a) of the Code ought to be exercised in favour of declining, or in any event deferring, admission

b. The liability of the Corporate Guarantor is contingent and coextensive, its premature invocation would expose the Respondent to the risk of double recovery

c. The present Petition would be rendered infructuous upon the approval of the resolution plan of the Principal Borrower

d. The entire CIRP of the Principal Borrower is presently at a standstill; considerations of judicial propriety and consistency require that the present Petition be not pressed at this stage

e. The present Petition is, in substance, a measure for recovery, which is impermissible under the object and scheme of the Code

f. The present Petition is barred by limitation

g. The present Petition is non-compliant with the mandatory requirements of the AA Rules

7. ANALYSIS AND FINDINGS

7.1. We have heard both the sides and have perused the pleadings as were produced before us.

7.2. On perusal of the documents it is observed that Principal Borrower i.e. M/s Shrivallabh Pittie Industries Ltd had taken various Loan facilities from the Consortium of Banks which includes State Bank of India, Bank of Baroda, Bank of Maharashtra and Canara Bank (erstwhile Syndicate Bank) wherein the State Bank of India was designated as the lead Bank.

7.3. The loan facilities were renewed time and again and were secured by the Corporate Guarantee executed by the Corporate Debtor herein latest being dated 07.10.2020.

7.4. The Principal Borrower went into CIRP vide order dated 07.03.2024 due to non-payment of the outstanding dues and hence debt and default by the Principal Borrower cannot be disputed.

7.5. Guarantee deed executed by the Corporate Debtor states that such guarantee shall be invoked by serving a notice with the Guarantor requiring payment. The relevant clause of deed of Guarantee is reproduced herein;-

"

The Guarantor agrees that the above mentioned credit facilities hereby guaranteed shall be payable to the Lenders on the Lenders serving the Guarantor with a notice requiring payment of the amount and such notice shall be deemed to have been served on the Guarantor either by actual delivery thereof to the Guarantor or by dispatch thereof by Registered Post or Certificate of Posting to the Guarantor address herein given or any other address in India to which, the Guarantor may by written intimation given to the Lenders request the communication address to the Guarantor be dispatched. Any notice dispatched under this clause shall be deemed to have been duly served on the Guarantor four days after the date of posting thereof, and shall be sufficient if signed by any officer of the Lenders and in proving

such service it shall be sufficient it is established that the envelope containing such notice, communication or demand was properly addressed and put into the post. "

7.6. The Applicant vide recall notice dated 17.03.2023 invoked the Guarantee of the Corporate Debtor and thereby called upon the Guarantor to pay the outstanding within 7 days from the date of receipt of the Notice. The Corporate Debtor is addressed at serial no 3 in the notice and the service to the same is attached at page no. 381 and 382 of the Application. The relevant extract of the letter is reproduced herein;

"3. Citron Infraprojects Ltd,
97 maker Tower F, 9th Floor,
Cuff Parade, Mumbai-400005
Email Id; Contact@pittie.com

……

7.Hence, our clients are compelled to issue this legal notice to you as a last chance to repay and clear the outstanding amount of the said facilities in order to avoid any further legal action.

8. Our clients state that, you No.1 to 6 are jointly and severally liable to pay to our client Rs 77,22,36,924.32 (Rupees Seventy Seven Crore Twenty-Two Lakh Thirty-Six Thousand Nine Hundred Twenty-Four and Paise Thirty-Two only) calculated as on 28th February 2023, the outstanding amount along with further interest thereon at the contractual rates of interest till payment and/or realization as mentioned in "Schedule C" together with all costs, charges, expenses and incidental expenses.

9. In the above circumstance and also under instruction of our client, we hereby call upon and demand you No.1 to 6 to pay a sum of Rs. 77,22,36,924.32 (Rupees Seventy-Seven Crore Twenty-Two Lakh Thirty-Six Thousand Nine Hundred Twenty-Four and Paise Thirty-Two only) calculated as on 28th February 2023 along with unapplied interest, penal interest, expense, cost and charges, etc. within 7 (seven) days from the date of receipt of this notice.

10. Please take note that, we have been instructed to take prompt legal action against you all, in the event you fail to repay to the client the dues as stated above, which shall be entirely at your cost and consequence.

11. This notice of recall is without pre judices to any other rights available to our client creditor under the Act and for any other law in force.

7.7. Based on an examination of the above terms of the Guarantee Deed as well as the recall notice, we find that the Financial Creditor has invoked the Guarantee of the Corporate Debtor in terms of the stipulations in the deed of guarantee

7.8. Further in **Company Appeal No. (AT) (INS) 191 of 2023 State Bank of India Vs. Deepak Kumar Singhania**, Hon'ble NCLAT has held that default shall arise on the part of Guarantor only when demand notice is issued as contemplated in the Deed of Guarantee.

7.9. The Corporate debtor defaulted in paying the outstanding within 7 days and as a result the date of default is 25.03.2023. Furthermore, it is also observed that till date the amount remains outstanding.

7.10. Further, one of the contentions of the Corporate Debtor is qua Limitation It is observed that the Corporate Debtor's default occurred on 25.03.2023 and the present Application being filed on 05.11.2025. Thus, the same is well within limitation.

7.11. As regards serving copy of the Application to IBBI, the Applicant has attached at page no. 527 Form 1A (AAA) being proof of service to IBBI along with Application.

7.12. As regards the initiation of the simultaneous CIRP of the Corporate Debtor and the principal borrower, we rely upon the Judgment of the Hon'ble Supreme Court in Civil Appeal no. 6094 of 2019 in the matter of ICICI Bank vs ERA Infrastructure (India) Limited decided on 26.02.2026 more particularly para 96 to 100 which is reproduced below:

" 96. If a creditor is permitted to initiate CIRP against multiple debtors, an apprehension is raised that it might lead to recovery of dues more than what it is entitled and, thereby, doubly enriching itself. It is contended that the Code, as it stands today, does not envisage a mechanism for prohibition of such double enrichment. There lies no onus upon the creditor to disclose recovery of the debt or a part thereof due to the debtor, from any other sources. Thus, the argument flows, that permitting simultaneous proceedings against the corporate debtor and the guarantor(s) would lead to a situation where the creditor may realize more than what is due.

97. The concern underlying this submission is well founded. <u>However, to entirely bar proceedings against guarantors solely on this ground would be an</u>

<u>overextension of the principle. That apart, we are of the view that sufficient safeguards exist as on date to prevent such double enrichment</u>. Regulation 12A of the 2016 Regulations sets up an obligation upon the creditor to update its claim as and when it is satisfied, either partly or fully, from any other source. Regulation 12A reads as under:

12A. Updation of claim.

A creditor shall update its claim as and when the claim is satisfied, partly or fully, from any source in any manner, after the insolvency commencement date.

98. In addition to regulation 12A, obligation is also cast upon the resolution professional to independently assess and update the claims from time to time. Reference may be made to regulation 14 of the 2016 Regulations, which reads as under:

14. Determination of amount of claim:

(1) Where the amount claimed by a creditor is not precise due to any contingency or other reason, the interim resolution professional or the resolution professional, as the case may be, shall make the best estimate of the amount of the claim based on the information available with him.

(2) The interim resolution professional or the resolution professional, as the case may be, shall revise the amounts of claims admitted, including the estimates of claims made under sub regulation (1), as

soon as may be practicable, when he comes across additional information warranting such revision.

99. Profitable reference may also be made to the decision of this Court in Maitreya Doshi v. Anand Rathi Global Finance Ltd.[52] *[(2022) ibclaw.in 114 SC] where it was held:*

37. If there are two borrowers or if two corporate bodies fall within the ambit of corporate debtors, there is no reason why proceedings under Section 7 of the IBC cannot be initiated against both the Corporate Debtors. Needless to mention, the same amount cannot be realised from both the Corporate Debtors. <u>If the dues are realised in part from one Corporate Debtor, the balance may be realised from the other Corporate Debtor being the co-borrower. However, once the claim of the Financial Creditor is discharged, there can be no question of recovery of the claim twice over.</u>

100. <u>To reiterate, the contention that simultaneous proceedings must be necessarily barred apprehending double enrichment is far-fetched and stands rejected, particularly in view of the safeguards mentioned hereinabove.</u>"

7.13. Further this Tribunal has also relied on the judgement of Hon'ble NCLAT in matter of State Bank of India vs Athena Energy Ventures Private Limited Company Appeal (AT) (Ins) No.633 of 2020, wherein the Hon'ble NCLAT has held

"*16. We find substance in the arguments being made by the learned Counsel for Appellant which are in tune with the Report of ILC. <u>The ILC in para 7.5 rightly referred to subsequent Judgement of Edelweiss Asset Reconstruction Company Ltd v Sachet Infrastructure Ltd and Ors dated 20th September, 2019 which permitted</u>*

simultaneously initiation of CIRPs against Principal Borrower and its Corporate Guarantors, In that matter , Judgment in the matter of Piramal was relied on but the larger Bench mooted the idea of group Corporate Insolvency Resolution Process in para 34 of the Judgement. The ILC thus rightly observed that provisions are there in the form of Section 60(2) and (3) and no amendment or legal changes were required at the moment. We are also of the view that simultaneously remedy is central to a contract of guarantee and where Principal Borrower and surety are undergoing CIRP, the Creditor should be able to file claims in CIRP of both of them. The IBC does not prevent this. We are unable to agree with the arguments of Learned Counsel for Respondent that when for same debt claim is made in CIRP against Borrower, in the CIRP against Guarantor the amount must be said to be not due or not payable in law. Under the Contract of Guarantee, it is only when the Creditor would receive amount, the question of no more due or adjustment would arise. It would be a matter of adjustment when the Creditor receives debt due from the Borrower/Guarantor in the respective CIRP that the same should be taken note of and adjusted in the other CIRP .This can be conveniently done, more so when IRP/RP in both the CIRP is same. Insolvency and Bankruptcy Board of India may have to lay down regulations to guide IRP/RPs in this regard."

7.14. The Corporate Debtor has further contended that since the Principal Borrower is currently undergoing Corporate Insolvency Resolution Process (CIRP), the admission of the present Application would lead to a risk of double recovery. It is also averred that the present Petition would be rendered infructuous upon the approval of the resolution plan of the Principal Borrower. In this regard, it is observed that as on date, no resolution plan has been approved by the Adjudicating Authority. Under the scheme of the Insolvency and Bankruptcy Code, 2016, this Tribunal, at the stage of admission, is strictly required to consider whether a financial debt is due and payable, and whether a default has occurred. Upon a meticulous perusal of the record, we are of the considered view that the Financial Creditor has placed sufficient and cogent evidence on record to substantiate that the financial debt is due and payable, and that the Corporate Debtor has defaulted in making the said payment. Consequently, the contentions raised by the Corporate Debtor fail to hold water.

7.15. We do not agree with the allegation of the Corporate Debtor that the present application is for the purpose of effecting a recovery as the same is without any basis. The initiation of CIRP is only for resolution of the Corporate Debtor and any recovery of the dues of the creditor is upon approval of a resolution plan is only incidental to the resolution of the Corporate Debtor.

7.16. Further we are of the view that stay of the order dated 28.11.2025 passed by the Ld. AA under section 66 and 67 of the IBC 2016 by the Hon'ble NCLAT vide its order dated 08.12.2025 does not in any manner affect the present proceedings against the Corporate Guarantor and the said stay is not in regard to the present proceedings.

7.17. The Corporate Debtor has relied upon the Judgment of Hon'ble Supreme Court in the matter of M/s. Vidarbha Industries Power Limited v Axis Bank ((2022) 8 SCC 352) which in our view does not apply to for the reason as the Supreme Court has time and again in its various judgements including the judgement in matter of M. Suresh Kumar Reddy Vs. Canara Bank & Ors. CIVIL APPEAL NO. 7121 OF 2022 held that the Judgement of Vidarbha was pronounced keeping in mind the peculiar facts of the case and cannot be held as a precedent. Further at the time of admission, the Adjudicating Authority only needs to ascertain whether debt is due and payable and the same is being defaulted by the Corporate Debtor

7.18. Further this Tribunal has relied on the matter of **Power Trust (Promoter of Hiranmaye Energy Ltd.) v. Bhuvan Madan, IRP of Hiranmaye Energy Ltd. and Ors. Civil Appeal No(s). 2211/2024,** wherein the Hon'ble Supreme Court while examining the validity of the admission of the Corporate Debtor to CIRP has laid down as under :-

> ***B. Validity of CIRP Admission.***
>
> *28. The other aspect on which the Appellant has heavily relied is the acceptance of various sums of money paid by the Corporate Debtor purportedly under the 1st and 2nd restructuring proposals, which according to them amounts to deemed approval of such proposal. As discussed earlier, such argument flies in the face of the fact that the 2nd Respondent had resolutely maintained and rightly so, that the restructuring proposals were underpinned on pre-implementation conditions which the Corporate Debtor had failed to fulfil. Under such circumstances, receipt of various sums of money would not amount to acceptance of the restructuring proposals, thereby novating the earlier loan agreement. Neither would such part payments constitute full satisfaction of the existing debt so as to render the Section 7 application inadmissible.*
>
> *29. It has also been vociferously contended that the Corporate Debtor is an ongoing concern and does not lack the ability to repay the debt. It has a subsisting PPA for 25 years with WBSEDCL, and has raised bills of Rs. 906 crores from 01.11.2024 to 31.03.2025. It also has a continuous fuel supply arrangement with Mahanadi Coalfields Ltd. under the SHAKTI scheme and had earned EBIDTA of Rs. 20 crore per month during the CIRP. These facts though attractive at first blush, do not yield either legal or factual justification to rebut the admission of the Section 7 application.*
>
> *30. On the legal score, one must bear in mind the scope and purpose for which IBC was promulgated. The main objective of its enactment was to create a complete code for easy, prompt and seamless resolution of insolvency process and thereby ensure that the net worth*

of the corporate debtor is not dissipated and the entity is salvaged from corporate death through a viable resolution plan accepted by its CoC. <u>The Code prescribes whenever a corporate debtor defaults on a debt that is due and payable, an insolvency process may be initiated. Section 3(12) defines "default" as non payment of a debt which has become due and payable, and includes default in respect of a part or instalment thereof.</u> Such insolvency process may be initiated either by the corporate debtor itself, or by its creditors who are classified as financial creditor or operational creditor. "Financial creditor" is defined as any person to whom a financial debt is owed and includes a person to whom such debt has been legally assigned.26 A "financial debt" means a debt along with interest if any, which is disbursed against the consideration for time value of money and includes money borrowed against payment of interest.27 "Operational creditor" is defined as a person to whom an operational debt is owed and includes any person to whom such debt has been legally assigned.28 "Operational debt" is a claim in respect of the provision of goods or services including employment or a debt in respect of payment of dues arising under any law for the time being in force and payable to the Central or State government, or any local authority.29 31. In Swiss Ribbons (P) Ltd. v. Union of India [(2019) ibclaw.in 03 SC],30 such classification of creditors as financial creditors and operational creditors has been held to be constitutionally valid. The Bench underscored the essential differences between a financial creditor and operational creditor and held that financial creditors were mostly secured creditors like banks and financial institutions who extended finance to enable a corporate debtor to set up and/or operate its business. Such credit is extended to a corporate debtor under well-defined loan agreements having specified repayment schedules and reserving rights to recall the loan in case of default or restructure the same enabling a corporate debtor to tide over unforeseen financial stress. On the contrary, operational creditors are mostly unsecured creditors and their claims are relatable to supply of goods and services in the operation of the business. Ordinarily, operational debts are not based on admitted documents and the possibility of genuine disputes with regard to such debts is much higher compared to financial debts.

32. In light of such classification, the Code makes a distinction in the manner in which an insolvency process may be initiated by a financial creditor under Section 7, IBC in contradistinction to an operational creditor under Section 8 and 9, IBC. Unlike an operational creditor, a financial creditor may trigger an insolvency process under Section 7 in respect of default of any financial debt, whether owed to itself or to any other financial creditor. While the financial creditor may directly file an application under Section 7 setting out the particulars of the financial *debt and evidence of default, the operational creditor, on the occurrence of a default, is to first deliver a demand notice of the unpaid debt to a corporate debtor and the latter may within 10 days of receipt of such demand notice bring to the notice of the operational creditor the existence of a dispute or record the pendency of a pre-existing suit or arbitration proceeding in respect of such debt. Once a corporate debtor demonstrates a dispute regarding the existence of the debt, the insolvency process stands aborted vis-à-vis the operational creditor. <u>But when the financial creditor initiates the insolvency process for the purposes of admission, the Adjudicating Authority is only to ascertain the existence of a default from the records of the information utility or the evidence furnished by the financial creditor within fourteen days from the receipt of such application. At this stage, neither is a corporate debtor entitled nor is the Adjudicating Authority required to examine any dispute regarding the existence of such debt. This significantly reduces the scope of enquiry at the stage of a time-bound admission of an insolvency process by a financial creditor which has been succinctly summed up in Innoventive (supra):</u>*

"30…… in the case of a corporate debtor who commits a default of a financial debt, the adjudicating authority has merely to see the records of the information utility or other evidence produced by the financial creditor to satisfy itself that a default has occurred. It is of no matter that the debt is disputed so long as the debt is "due" i.e. payable unless interdicted by some law or has not yet become due in the sense that it is payable at some future date. It is only when this is proved to the satisfaction of the adjudicating authority that the adjudicating authority may reject an application and not otherwise."

33. Reiterating the ratio in Innoventive (supra), this Court in ES Krishnamurthy v. Bharath Hi-Tech Builders (P) Ltd. [(2021) ibclaw.in 173 SC]32 held as follows: "34. The adjudicating authority has clearly acted outside the terms of its jurisdiction under Section 7(5) IBC. <u>The adjudicating authority is empowered only to verify whether a default has occurred or if a default has not occurred. Based upon its decision, the adjudicating authority must then either admit or reject an application, respectively.</u> <u>These are the only two courses of action which are open to the adjudicating authority in accordance with Section 7(5).</u> The adjudicating authority cannot compel a party to the proceedings before it to settle a dispute."

34. <u>In a similar vein, the Adjudicating Authority is not required to go into the inability of a corporate debtor to pay its debt.</u> This is a clear departure from the scheme of winding up envisaged under Section 433(e) of the erstwhile Companies Act, 1956 which required the Adjudicating Authority to come to a finding with regard to the inability of *the company to pay the debt and thereby arrive at a requisite satisfaction whether it is just and equitable to wind up the company.*

<u>The Code restricts the scope of enquiry for admission of an insolvency process by a financial creditor merely to the existence of default of a debt due and payable and nothing more.</u> The legislative intent behind such prompt and summary intervention is "to ensure revival and continuation of the corporate debtor by protecting the corporate debtor from its own management and from a corporate death by liquidation."

35. The Appellant has heavily relied on Vidarbha (supra) to argue that the Adjudicating Authority has ample discretion to apply its mind to relevant factors including the feasibility of initiation of insolvency process notwithstanding the existence of default on a debt due and payable by the Corporate Debtor. In Vidarbha (supra), this Court observed:-

"61. In our view, the Appellate Authority (NCLAT) erred in holding that the adjudicating authority (NCLT) was only required to see whether there had been a debt and the corporate debtor had defaulted in making repayment of the debt, and that these two aspects, if satisfied, would trigger the CIRP. The existence of a financial debt and default in payment thereof only gave the financial creditor the right to apply for initiation of CIRP. The adjudicating authority (NCLT) was required to apply its mind to relevant factors including the feasibility of initiation of CIRP, against an electricity generating company operated under statutory control, the impact of MERC's appeal, pending in this Court, order of Aptel referred to above and the overall financial health and viability of the corporate debtor under its existing management.

…………………………………………………………………

90. We are clearly of the view that the adjudicating authority (NCLT) as also the Appellate Tribunal (NCLAT) fell in error in holding that once it was found that a debt existed and a corporate debtor was in default in payment of the debt there would be no option to the adjudicating authority (NCLT) but to admit the petition under Section 7 IBC."

36. However, in review, this Court clarified that observations made in Paragraph 90 are restricted to the facts of Vidarbha (supra):-

"6. The elucidation in para 90 and other paragraphs [of the judgment under review] were made in the context of the case at hand. It is well settled that judgments and observations in judgments are not to be read as provisions of statute. Judicial utterances and/or pronouncements are in the setting of the facts of a particular case."

37. Finally, the apparent dichotomy between Innoventive (supra) and Vidarbha (supra) was set at rest in M. Suresh Kumar Reddy (supra), *wherein this Court observed: "14. Thus, it was clarified by the order in review that the decision in Vidarbha Industries was in the setting of facts of the case before this Court. Hence, the decision in Vidarbha Industries cannot be read and understood as taking a view which is contrary to the view taken in Innoventive Industries and E.S. Krishnamurthy. The view taken in Innoventive Industries still holds good."*

38. In light of the ratio in M. Suresh Kumar Reddy (supra) there is no cavil that the ratio in Innoventive (supra) lays down the correct proposition of law and the observations in Vidarbha (supra) were made in the facts of the case and do not operate as binding precedent.

39. Even otherwise on facts, Vidarbha (supra) does not come to the aid of the Appellant. In Vidarbha (supra), this Court had taken note of an award passed by APTEL in favour of the corporate debtor which far exceeded the claim of the financial creditor, and held in the setting of such facts, initiation of CIRP was unwarranted. In the present case, Appellant's contention regarding Corporate Debtor's viability is highly dubious. Though the Corporate Debtor strenuously demonstrates its commercial viability, the NCLAT has noted that the extent of outstanding liability as on 02.01.2024 was Rs. 3103.31 crore, which far exceeds the bills raised on WBSEDCL to the tune of Rs 906 crore and EBITDA of Rs. 20 crore per month during the CIRP.

40. For these reasons, we are of the opinion the admission of the Section 7 application was lawful and does not call for interference."

(emphasis wherever required supplied)

To summarize the above judgment, we observe as under :-

a. The Code prescribes whenever a corporate debtor defaults on a debt that is due and payable, an insolvency process may be initiated. Section 3(12) defines "default" as non-payment of a debt which has become due and payable, and includes default in respect of a part or instalment thereof.

b. When the financial creditor initiates the insolvency process for the purposes of admission, the Adjudicating Authority is only to ascertain the existence of a default from the records of the information utility or the evidence furnished by the financial creditor within fourteen days from the receipt of such application. At this stage, neither is a corporate debtor entitled nor is the Adjudicating Authority required to examine any dispute regarding the existence of such debt. This significantly reduces the scope of enquiry at the stage of a time-bound admission of an insolvency process by a financial creditor.

c. The adjudicating authority is empowered only to verify whether a default has occurred or if a default has not occurred. Based upon its decision, the adjudicating authority must then either admit or reject an application, respectively. These are the only two courses of action which are open to the adjudicating authority in accordance with Section 7(5).

d. The Adjudicating Authority is not required to go into the inability of a corporate debtor to pay its debt.

e. The Code restricts the scope of enquiry for admission of an insolvency process by a financial creditor merely to the existence of default of a debt due and payable and nothing more.

7.19. In view of the above , the Applicant has successfully demonstrated the existence of a financial debt , as the transaction involves money borrowed against the payment of interest under section 5(8)(a) of IBC 2016, the occurrence of default, which is way above the threshold as stipulated under Section 4 of the Code , and continuing nature of such default supported by clear documentary evidence.

7.20. Financial Creditor has also proposed the name of an Insolvency Professional (IP) i.e. Sunil Kumar Kabra, having Registration No. IBBI/IPA-001/IP-P-01011/2017-18/11662 and Authorization for Assignment (AFA) which is valid upto 30.06.2027 as per IBBI portal, as the proposed IRP and as per the Form 2 attached along with the Application , no disciplinary proceedings are going on against the said IP. Further, this Application is complete as all the required documents have been attached along with the Application. Accordingly, the present Application is fit for admission under Section 7 of the IBC, 2016.

7.21. We make it clear that at this stage we have not crystallised the amount as claimed in this Application; the same is left to be collated by the IRP.

ORDER

In view of the aforesaid findings, this Application bearing C.P. (IB) 1225/MB/2025 filed under Section 7 of IBC, 2016, by Canara Bank , the Applicant (FC) ,for initiating CIRP in respect of Ms. Citron Infraprojects Limited, the Corporate Debtor, is **Admitted.**

We further declare a moratorium under Section 14 of IBC, 2016 with consequential directions as mentioned below:

I. We prohibit:

a) the institution of suits or continuation of pending suits or proceedings against the Corporate Debtor, including the 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, and;

d) the recovery of any property by an owner or lessor where such property is occupied by or in possession of the Corporate Debtor.

II. That the supply of essential goods or services to the Corporate Debtor, if continuing, shall not be terminated or suspended or interrupted during the moratorium period.

III. That the order of moratorium shall have effect from the date of this order till the completion of the CIRP or until this Tribunal approves the resolution plan under Section 31(1) of the IBC or passes an order for the liquidation of the Corporate Debtor under Section 33 thereof, as the case may be.

IV. That the public announcement of the CIRP shall be made immediately as specified under Section 13 of the IBC read with Regulation 6 of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 and other Rules and Regulations made thereunder.

V. That this Bench hereby appoints**,** Sunil Kumar Kabra , having Registration No. **IBBI/IPA-001/IP-P-01011/2017-18/11662** and **e-mail address** jlnusco@gmail.com having valid Authorisation for Assignment up to

30.06.2027 (as per IBBI site) as the IRP to carry out the functions under the IBC.

VI. That the fee payable to IRP/RP shall be in accordance with such Regulations/Circulars/ Directions as may be issued by the IBBI.

VII. That during the CIRP Period, the management of the Corporate Debtor shall vest in the IRP or, as the case may be, the RP in terms of Section 17 or Section 25, as the case may be, of the IBC. The officers and managers of the Corporate Debtor are directed to provide all assistance to the IRP as and when he takes charge of the assets and management of the Corporate Debtor. Coercive steps will follow against them under the provisions of the IBC read with Rule 11 of the NCLT Rules for any violation of law.

VIII. That the IRP/IP shall submit to this Tribunal monthly reports with regard to the progress of the CIRP in respect of the Corporate Debtor.

IX. In exercise of the powers under Rule 11 of the NCLT Rules, 2016, the Financial Creditor is directed to deposit a sum of Rs.**3,00,000**/- (Three Lakh Rupees) with the IRP to meet the initial CIRP cost arising out of issuing public notice and inviting claims, etc. The amount so deposited shall be interim finance and paid back to the Financial Creditor on priority upon the funds becoming available with IRP/RP from the Committee of Creditors (CoC). The expenses incurred by IRP out of this fund are subject to approval by the CoC.

X. A copy of this Order be sent to the Registrar of Companies, Mumbai Maharashtra, for updating the Master Data of the Corporate Debtor.

XI. The IRP is directed to issue notice of Admission upon all the statutory authorities of Corporate Debtor without Fail

XII. A copy of the Order shall also be forwarded to the IBBI for record and dissemination on their website.

XIII. The Registry is directed to immediately communicate this Order to the Financial Creditor, the Corporate Debtor and the IRP by way of Speed Post, e-mail and WhatsApp.

XIV. **Compliance report of the order by Designated Registrar is to be submitted today.**

Sd/-	**Sd/-**
NILESH SHARMA	**SAMEER KAKAR**
MEMBER (JUDICIAL)	**MEMBER(TECHNICAL)**

//Sumant//