

**IN THE NATIONAL COMPANY LAW TRIBUNAL  
NEW DELHI  
BENCH-VI**

**IB-3213/(ND)/2019**

Section: Under Section 9 of the Insolvency and Bankruptcy Code, 2016 and Rule 6 of the Insolvency and Bankruptcy (Application to Adjudicating Authority), Rules, 2016.

**In the matter of:**

**M/s Jones Lang Lasalle Building Operations Private Limited**

Registered office at:  
1110, Ashoka Estate,  
Barakhamba Road, Connaught Place  
New Delhi- 110001

...Applicant/Operational Creditor

**Versus**

**M/s City Mart Maintenance Services Private Limited**

Registered Office at:  
Kh. No. 300, Gopi Ram Building,  
Sultanpur Village,  
New Delhi- 110030

...Respondent/Corporate Debtor

**Coram:**

**SHRI. P.S.N. PRASAD, Hon'ble Member (Judicial)**

**DR. V.K. SUBBURAJ, Hon'ble Member (Technical)**

**Counsel for Applicant:** Ms. Amita Kumari, Advocate  
**Counsel for Respondent:** Mr. Vivek Malik, Mr. Vivek Sinha,  
Mr. Kartikeya Jain and Mr.  
Himanshu, Advocates.

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**ORDER**

**Per SH. P.S.N. PRASAD, MEMBER (JUDICIAL)**

**Date: 18.03.2021**

1. This is an application filed by the Applicant M/s Jones Lang Lasalle Building Operations Private Limited through its Authorized Representative Mr. Vishal Vijayvargia seeking to initiate corporate insolvency resolution process ("CIRP") under Section 9 of the Insolvency and Bankruptcy Code 2016 ("the Code") of the Respondent M/s City Mart maintenance Services Private Limited for the alleged default on the part of the Respondent in clearing the debt of Rs. 28,33,240/- (Rupees Twenty-Eight Lakh Thirty-Three Thousand Two Hundred and Forty only), as alleged by the applicant, towards the services provided by the Applicant. The details of transactions leading to the filing of this application as averred by the Applicant are as follows:

- i. The applicant submits that the Respondent through Letter of Intents (Hereinafter referred to as "Agreements") engaged the Applicant for providing Property Management Services (Hereinafter referred to as "Services") in the year 2013 and thereafter from

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time to time the applicant provided its services to the Respondent as was envisaged in the agreements executed between the Respondent and the applicant. the Applicant further states that the said Agreements has been duly signed by the Authorised Representatives of both applicant and Respondent.

ii. The applicant states that for the year 2017-18. The agreements executed between the Applicant and the Respondent are as envisaged below:

i) *Agreement titled as "Letter of Intent for Property Management Services" dated 02.08.2017 bearing Certificate No. 0013201711254 for providing property management services having a tenure of one year starting 01.07.2017 till 30.06.2018;*

ii) *Agreement titled as 'Letter of Intent for Property Management Services' dated 01.12.2018 bearing Certificate No. 0012018.120 for providing property management services having a tenure of nine months starting 01.07.2018 till 31.03.2019*

iii. The applicant submits that services were performed satisfactorily and according to the stipulated terms and conditions agreed upon in abovementioned



agreements. The applicant further submitted that the invoices were raised for the services rendered.

- iv. That the Respondent failed to pay the Invoices amounting to Rs.28,33,240/- and despite repeated demands by the applicant the Respondent failed to pay the dues. The applicant further submitted that the last payment of Rs. 2,80,720/- vide dated 02.07.2018 was received from the Respondent.
- v. That applicant submits that a statutory Demand notice under section 8 of IBC, 2016 vide dated 15.04.2019 was delivered to the Respondent. It was further submitted by the applicant that no reply or payment of any dues has been received till date.

2. Consequent to the notice issued by this Tribunal, the Counsel for the Respondent along with the Authorized Representative of Respondent Company appeared before the Hon'ble Tribunal and submitted that they are initiating settlement talks with the applicant.



3. That the applicant thereafter filed an application I.A. No. 3926 of 2020 before the Hon'ble Tribunal for the early hearing of the matter and accordingly the application was allowed and notices were served to the Respondent for their appearance. That despite service of notice by all modes, none appeared on behalf of the Respondent and as a result the Respondent was proceeded ex-parte on 11.01.2021.

4. The Respondent was absent even on the hearing on 09.02.2021 and we heard the arguments made by the Applicant. We have heard the arguments made by the counsel for the Applicant and perused the documents filed by him. The Applicant has established the existence of debt and default on the part of the Respondent and the Respondent has not availed the opportunities provided by this Tribunal to defend the arguments made by the Applicant. In view of the above situation, this Tribunal **admits** this petition and **initiates CIRP** on the Respondent with immediate effect.

1. A moratorium in terms of Section 14 of the Code is imposed forthwith in following terms:

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“(a) the institution of suits or continuation of pending suits or proceedings against the Respondent 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 Respondent 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 Respondent 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 Respondent.

A handwritten signature in black ink, appearing to be 'Gandhi', written in a cursive style.

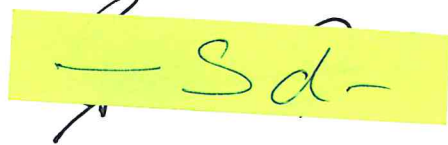
- (2) The supply of essential goods or services to the Respondent as may be specified shall not be terminated or suspended or interrupted during moratorium period.
- (3) The provisions of sub-section (1) shall not apply to such transactions as may be notified by the Central Government in consultation with any financial sector regulator.
- (4) The order of moratorium shall have effect from the date of such order till the completion of the corporate insolvency resolution process.”
5. The interim resolution professional (“IRP”) proposed by the Applicant is Mr. Santosh Sharma, (Email – [sci.santoshsharma@gmail.com](mailto:sci.santoshsharma@gmail.com)), (Mobile No.- 8269470812) Reg. No: IBBI/IPA-002/IP-N00898/2019-2020/12842 is being confirmed by this Bench. He shall take such other and further steps as are required under the statute, more specifically in terms of Section 15, 17



and 18 of the Code and file his report within 30 days  
before this Bench.



**(DR. V.K. SUBBURAJ)**  
**MEMBER (TECHNICAL)**



**(SH. P.S.N. PRASAD)**  
**MEMBER (JUDICIAL)**

RDS