



**NATIONAL COMPANY LAW TRIBUNAL
CHANDIGARH BENCH (COURT-II), CHANDIGARH**

CP (IB) No. 16/CHD/PB/2025

(An Application under Section 7 of the Insolvency and Bankruptcy Code, 2016)

IN THE MATTER OF:

FINDOC FINVEST PRIVATE LIMITED

having its registered office at
SCO NO. 210-211, Sector 34-A,
Chandigarh- 160022
CIN U65910CH1995PTC016409
PAN: AABCA 14600

.... Applicant/ Financial Creditor

Versus

INDIAN YARN LIMITED

having its registered office at
Village Himanyunpur, 14 KM, Lalru Handesra Road,
Post Office Lalru, District SAS Nagar (Mohali),
Punjab - 140501
CIN U17111PB1991PLC023217
PAN: AAACI7110E

....Respondent / Corporate Debtor

Order delivered on: 17.07.2025

**Coram: MR. KHETRABASI BISWAL, MEMBER (JUDICIAL)
MR. KAUSHALENDRA KUMAR SINGH, MEMBER (TECHNICAL)**

Present:

For the Applicant

: Mr. Munish Kumar Garg

For the Respondent

: None (Respondent set Ex-Parte vide
Order dated 28.04.2025)



ORDER

1. The present Application was filed on 04.12.2024 by **Findoc Finvest Private Limited** (hereinafter referred to as “Applicant”/ “Financial Creditor”) through its Authorised Signatory namely Namita Sachdeva, under Section 7 of the Insolvency and Bankruptcy Code, 2016 (Code) for initiation of Corporate Insolvency Resolution Process (CIRP) against **Indian Yam Limited** (hereinafter referred to as “Respondent”/“Corporate Debtor”), for the default amount of Rs.1,84,54,577/-. The date of default, as mentioned in Part IV of the Application, is 24.08.2023.

2. Brief averments of the case as stated in the Application by Applicant/Financial Creditor and presented/argued by its Counsel are summarised hereunder:

(i) The Applicant is a Non-Banking Financial Company, incorporated on 15.05.1995, registered under the provisions of the Companies Act, 1956. It is also a member of major Stock Exchanges such as the National Stock Exchange of India Limited (NSE), Bombay Stock Exchange Limited (BSE), and Multi Commodity Exchange of India Limited. The Corporate Debtor is a Company incorporated on 09.08.1991, having Nominal (Authorised) Share Capital: Rs. 15,00,00,000/- and Paid up Share Capital: Rs. 14,84,41,080/-.

(ii) The Corporate Debtor addressed a letter dated 30.06.2023 to the Applicant requesting for granting of a loan facility up to Rs 5,00,00,000/- (Rupees Five Crores). A Copy of the Letter dated



30.06.2023 issued by the Corporate Debtor to the Financial Creditor has been filed with the Application. Accordingly, the Applicant agreed to extend a loan facility of Rs. 2,50,00,000/- (Rupees Two Crores Fifty Lakhs) for 8 (Eight) months in terms of the Sanction Letter dated 24.07.2023 and thus entered into the Loan Agreement dated 24.07.2023 (hereinafter referred to as "**Loan Agreement**"). A copy of the Loan Agreement, along with its Annexures filed along with this Application. Accordingly, the Applicant has disbursed Rs. 2,50,00,000/- (Rupees Two Crores Fifty Lakhs Only) to the Corporate Debtor on 26.07.2023.

(iii) The key terms & conditions of the said Loan Agreement are as follows:

(a) The Corporate Debtor was required to repay the total amount disbursed under the Loan Agreement by 24.03.2024 (Schedule 10: Particulars of the Loan Facility). The Corporate Debtor was required to pay monthly instalments towards fixed interest calculated @ 15% per annum on the disbursed amount (Clause 6.1 r/w Part A of Schedule 10 of the Loan Agreement);

(b) If the Corporate Debtor failed to pay the monthly interest by the 24th day of the upcoming month, it carries a penalty at the rate of 3% from the first day the monthly interest became due and payable (Clause 8.3 r/w Part B of Schedule 10 of the Loan Agreement); A Penalty of Rs. 2000/- (Rupees Two Thousand) along with applicable taxes, is to be paid by the



Corporate Debtor in case of bouncing of cheques under Cheque/NACH/ ACH/ECS, i.e., Dishonored Charges. (As per Part B of Schedule 10 of the Loan Agreement)

(iv) The Corporate Debtor has till date repaid only a total amount of Rs. 90,00,000/- (Rupees Ninety Lakhs) to the Applicant. The Corporate Debtor has repeatedly defaulted in paying the monthly interest as per Article 9.1 r/w Paragraph (ix) of Part A of Schedule 10 of the Loan Agreement. Therefore, the Corporate Debtor is also liable to pay the penal charges as per Clause 8.3 r/w Part B of Schedule 10 (Particulars of the Loan Facility) of the Loan Agreement. Further, in terms of Part A of Schedule 10, the Corporate Debtor failed to repay the entire principal amount by 24.03.2024.

(v) As the Corporate Debtor has defaulted in repayment of the loan as per terms of the loan Agreement, the Applicant/Financial Creditor issued a Demand Notice dated 03.05.2024 by calling upon the Corporate Debtor to make payment towards the entire principal amount, the balance amount towards accrued interest, the balance penal charges receivable, and dishonour charges. A copy of the Demand Notice dated 03.05.2024 has been filed along with the Application.

(vi) The Corporate Debtor defaulted for the first time in making payment, towards the monthly interest due, in August 2023, and as a result of which the first date of default occurred on 25.08.2023. Thereafter, Corporate Debtor continued to default on various other occasions till the end of the term of the Loan Agreement.



(vii) In terms of the Loan Agreement dated 24.07.2023, the Corporate Debtor, as on the date, is liable to pay an amount of Rs 1,84,54,577 / (Rupees One Crore Eighty Four Lakhs Fifty Four Thousand Five Hundred and Se11enty Seven). The calculation of the accrued amount is as under:

S.No.	Particulars	Amount due (In Rs.)
1.	Balance amount due towards the Principal Amount	Rs. 1,79,84,495/-
2.	Balance amount due towards Accrued Interest	Rs. 4,66,082/-
3.	Dishonour Charges	Rs. 4000/-
TOTAL		Rs. 1,84,54,577/-

A copy of the Tabular Representation of computation and workings table of the amount in default has been annexed as Annexure A-7 to the Application. The default was filed in Form-D on the NeSL portal. A copy of the Record Default Generated on the NESL Website has been annexed as Annexure A-8 to the Application.

3. The Applicant has asserted that they have complied with all the Terms & Conditions of the Loan Agreement dated 24.07.2023, however, the Corporate Debtor has miserably failed to fulfil its obligations under the same and furthermore, Corporate Debtor has still not made payment(s) towards the outstanding loan amount or responded to the Demand Notice dated 03.05.2024 sent by the Financial Creditor. The Applicant has proposed the name of the Insolvency Professional, Mr. Sumit Sharma, having Registration Number IBBI/IPA-001/IP-P-02323/2020-2021/13513,



to act as Interim Resolution Professional (hereinafter referred to as “IRP”). A copy of the written communication by the IRP in Form 2 as per Rule 9 of the Insolvency and Bankruptcy (Application to Adjudicating Authority for Insolvency Resolution Process for Personal Guarantors to Corporate Debtors) Rules, 2019, has been annexed as Form 2 to the Application.

4. During hearing dated 21.01.2025, the Adjudicating Authority directed the Financial Creditor to file the Certificate of Reserve Bank of India (hereinafter referred to as “RBI”) to show that the Financial Creditor is authorised to do the business of financing, and further after complying with the same directed the Financial Creditor to collect the Notice from Registry and issue Notice to Corporate Debtor. In compliance with the above, an Affidavit vide Diary No.04011/1 dated 05.02.2025 was filed by the Financial Creditor, wherein a copy of the Certificate of Registration dated 08.02.2016 issued by the RBI to do the business of NBFC has been annexed as Annexure A-10 to the Affidavit. Furthermore, an Affidavit of service vide Diary No. 04011/2 dated 13.02.2025 was filed, wherein, Postal Receipt dated 07.02.2025 along with Delivery report dated 10.02.2025 and a copy of the Email Screenshot Print-Out dated 12.02.2025 have been annexed as Annexure A-12 and Annexure A-13, respectively, to the Affidavit.

5. We have heard the submissions made by the Applicant's Financial Creditor and have gone through the material available on record carefully, along with the extant provisions Code and the settled position of law on the subject issue.



6. The Respondent has neither filed any reply nor has anyone appeared on their behalf. Therefore, the Adjudicating Authority vide Order dated 13.03.2025, observed that despite the service of notice to the Corporate Debtor, no representation was made. However, in the interest of justice, a last opportunity was granted to the Corporate Debtor to file the reply with a condition that if there is no representation on behalf of the Corporate Debtor, the respondent would be set as ex parte. Even after the notice was served upon the Corporate Debtor, the Corporate Debtor neither replied to the present Application nor appeared before this Adjudicating Authority during the entire proceedings. Therefore, this Adjudicating Authority vide its Order dated 28.04.2025 decided to proceed ex parte. The Adjudicating Authority directed the Applicant/Financial Creditor to file short written submissions. In compliance with the same, a short written submission vide Diary No. 04011/8 dated 16.05.2025 was filed.

7. It is noted that the Applicant granted a loan to the Respondent amounting to Rs. 2,50,00,000/- under the Loan Agreement dated 24.07.2023. It is also noted that the said loan granted by the Applicant to the respondent is also authenticated by the Information Utility NeSL on 26.09.2024. The total default amount as per the NeSL Certificate is Rs. 18454577/-, and the date of default is 24.03.2024.

8. As we have extended adequate opportunity to the Respondent and it has failed to avail the opportunities given, we have no other alternative except to decide the case in accordance with the material available on record. The facts, as mentioned supra, make it clear that there exists financial debt which is payable and has been defaulted by the Respondent.



The debt is more than the threshold limit of Rs. 1 crore as per Section 4 of the IBC, and the Application is filed within the limitation period. Therefore, the instant Application is complete in all respects, so as to initiate CIRP against the Corporate Debtor.

9. In the above circumstance, by exercising the powers conferred on this Adjudicating Authority, under the provisions of Section 7 of the Code, we admit the Application bearing **CP (IB) No. 16/CHD/PB/2025** for initiating CIRP against Corporate Debtor **Indian Yam Limited** with the following consequential directions:

(i) The moratorium under section 14 of the Insolvency & Bankruptcy Code, 2016 is declared for prohibiting all of the following in terms of Section 14(1) of the Insolvency & Bankruptcy Code, 2016.

(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 Securitisation and Reconstruction of Financial Assets and the 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.

(e) The Order of moratorium shall have effect from the date of this Order till the completion of the Corporate Insolvency Resolution Process or until this Adjudicating Authority approves the Resolution Plan under sub-section (1) of Section 31 or passes an order for the liquidation of the Corporate Debtor Company under Section 33 of the Insolvency & Bankruptcy Code, 2016, as the case may be.

(ii) We appoint Mr. Sumit Sharma, having Registration Number IBBI/IPA-001/IP-P-02323/2020-2021/13513, having address at C-3/96A, Keshav Puram, North West, National Capital Territory of Delhi - 110035, to act as an IRP under Section 13(1)(c) of the Insolvency & Bankruptcy Code, 2016. He shall conduct the Corporate Insolvency Resolution Process as per the provisions of the Insolvency & Bankruptcy Code, 2016, r.w. Regulations made thereunder. The IRP shall make a public announcement of the initiation of the Corporate Insolvency Resolution Process and call for submission of claims under Section 15 as required by Section 13(1) (b) of the Insolvency & Bankruptcy Code, 2016.

(iii) 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. The Corporate Debtor is




to provide effective assistance to the IRP as and when it takes charge of the assets and management of the Corporate Debtor.

(iv) The IRP shall perform all its functions as contemplated, inter alia, by sections 17, 18, 20 & 21 of the Insolvency & Bankruptcy Code, 2016. It is further made clear that all personnel connected with Corporate Debtor, its Promoter, or any other person associated with the management of the Corporate Debtor are under legal obligation under Section 19 of the Insolvency & Bankruptcy Code, 2016, to extend every assistance and co-operation to the IRP. Where any personnel of the Corporate Debtor, its Promoter, or any other person, is required to assist or co-operate with the IRP, do not assist or co-operate, the IRP is at liberty to make an appropriate Application to this Adjudicating Authority with a prayer for passing an appropriate Order.

(v) The IRP shall be under a duty to protect and preserve the value of the property of the 'Corporate Debtor Company' and manage the operations of the Corporate Debtor Company as a going concern as a part of the obligation imposed by Section 20 of the Insolvency & Bankruptcy Code, 2016.

(vi) The Applicant/Financial Creditor is directed to pay an advance of Rs. 2,00,000/- (Rupees one lakh only) to the IRP within two weeks from the date of receipt of this order, for smooth conduct of Corporate Insolvency Resolution Process and IRP to file proof of receipt of such amount to the Adjudicating Authority along with First



Progress Report. Subsequently, the IRP may raise further demands for Interim funds, which shall be provided as per the Rules.

(vii) The IRP shall also serve a copy of this Order to the various departments, such as Income Tax, GST, State Trade Tax, and Provident Fund etc those who are likely to have their claim against Corporate Debtor as well as to the trade unions/employees associations so that they are timely informed about the initiation of CIRP against the Corporate Debtor.

(viii) The commencement of the Corporate Insolvency Resolution process shall be effective from the date of this Order.

9. The Registry is directed to communicate a copy of this Order immediately to both the Parties and also to IRP

10. As a result, the **CP (IB) No. 16/CHD/PB/2025** stands allowed and disposed of.

Sd/-
Kaushalendra Kumar Singh
Member (Technical)

Gitesh

Sd/-
Khetrabasi Biswal
Member (Judicial)