



**NATIONAL COMPANY LAW TRIBUNAL
JAIPUR BENCH**
(through web-based video conferencing platform)

Item No. 102
CP No. (IB)- 21/95/JPR/2025
Under Section 95 of IBC, 2016

In the matter of:

Canara Bank

... Applicant/Creditor

Versus

Sachin Goyal (PG to CD- Shree Om Prime Foods Pvt. Ltd.)

... Guarantor/Respondent

**Coram: HON'BLE MR. PRAVEEN GUPTA, JUDICIAL MEMBER
HON'BLE MS. KAVITA BHATNAGAR, TECHNICAL MEMBER**

PRESENT: -

For the Applicant : Karan Pratap Singh, Adv.

ORDER

1. The present Petition *CP (IB) No. 21/95/JPR/2025* is filed under section 95(1) of the Insolvency and Bankruptcy Code, 2016 ('Code') read with rule 7(2) of the Insolvency and Bankruptcy (Application to Adjudicating Authority for Insolvency Resolution process for Personal Guarantors to Corporate Debtor) Rules, 2019 ('Personal Guarantors Rules') by *Canara Bank* ('Petitioner'/ 'Financial Creditor'), Financial Creditor of *Shree Om Prime Foods Pvt. Ltd.* (Corporate Debtor) through Resolution Professional for initiating the Insolvency Resolution Process ('IR Process') against *Mr. Sachin Goyal*, (Personal Guarantor/Respondent).
2. The Petitioner has filed the present petition seeking insolvency resolution process against the Respondent (Personal Guarantor). The Petitioner submitted that it extended credit facilities to the tune of Rs. 475.00 Lakhs to the Corporate Debtor *vide* sanction letter dated 25.02.2015. In relation to the aforementioned facility, the Respondent herein executed a Guarantee Agreement dated 27.02.2015. Thereafter, the Corporate Debtor sought extension of SODH from Rs. 200 Lakhs to Rs. 450 Lakhs which was

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granted vide sanction letter dated 10.08.2018. The Respondent executed another Guarantee Agreement for the aforementioned loan on 10.08.2018. The Corporate Debtor again sought enhancement in SODH from Rs. 450 Lakhs to Rs. 550 Lakhs and the same was allowed vide sanction letter dated 02.03.2020. The Respondent herein individual capacity executed a Guarantee Agreement in favour of the Petitioner on 07.03.2020 for Rs. 860.00 Lakhs.

3. Due to non-adherence to the financial discipline, the bank account of the Corporate Debtor was classified as non-performing asset on 29.01.2022. Subsequently, the Petitioner sent a demand notice under Section 13(2) of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 dated 31.01.2022 to the Respondent.
4. The Petitioner contended that a copy of the Petition has already been served upon the Personal Guarantor. It was submitted that a demand notice dated 27.05.2024 under Rule 7(1) of the Personal Guarantors Rules was sent to the Respondent and the instant Petition has been filed in form C as mandated by Rule 7(2) of the Personal Guarantor Rules. Further, it was submitted that the Petitioner had issued a notice under Section 13(2) of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 dated 31.01.2022 thereby invoking the guarantee.
5. The Petitioner has proposed the name of *Mr. Jai Prakash Rawat*, Email – ipjprawat@gmail.com, Reg. No: IBBI/IPA-001/IP-P-01969/2020-2021/13039, to act as the Resolution Professional in the matter. The Applicant has filed Authorization for Assignment of the Resolution Professional. The Authorization for Assignment is valid till 30.06.2025.
6. The Hon'ble Supreme Court of India in the matter of *Dilip B Jiwrajka vs Union of India & Ors.* in Writ Petition (Civil) No. 1281 of 2021 while considering the constitutional validity of Sections 95-100 of The

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Insolvency and Bankruptcy Code, 2016 in their judgment have concluded that no judicial adjudication is involved at the stages envisaged in Sections 95-99 of the IBC. The Hon'ble Supreme Court of India has further concluded that no hearing is required by the Adjudicating Authority at the stage when it appoints a Resolution Professional u/s 97(5) of IBC.

7. As proposed by the Financial Creditor, this Adjudicating Authority, hereby appoints *Mr. Jai Prakash Rawat*, as Resolution Professional in this matter.
8. The Resolution Professional shall examine the Application within 10 days from the date of his appointment and submit the report under Section 99 of the Code to the Adjudicating Authority recommending approval or rejection of the Application. The Resolution Professional is also directed to serve a copy of the report on the Financial Creditor and the Personal Guarantor and file proof of service of the report.
9. This Bench also directs for an advance payment of Rs. 1,00,000/- (Rupees One Lakh Only) to be paid by the Petitioner to the Resolution Professional immediately to initiate the process and the same shall be adjusted towards the fee and expenses payable to the Resolution Professional.
10. The interim moratorium under Section 96(1)(a) of the Code has commenced on the date of filing of this Petition by the Financial Creditor and the same shall cease to have effect on the date of admission.
11. List the matter on 13.05.2025 for the perusal of the Report of the RP and further proceedings.

(Kavita Bhatnagar)
Technical Member

(Praveen Gupta)
Judicial Member

April 07, 2025