

**BEFORE THE ADJUDICATING AUTHORITY
NATIONAL COMPANY LAW TRIBUNAL
AHMEDABAD BENCH
COURT-1**

CP (IB) No.459/7/NCLT/AHM/2019

*[An application filed under Section 7 of the Insolvency and Bankruptcy
Code, 2016]*

In the matter of:

Small Industries Development Bank of India
SIDBI Tower, 15, Ashok Marg,
Lucknow - 226001,
Uttar Pradesh.

SAR Branch Office:

Navjeevan Amrit Jayanti Bhavan,
1st Floor, Behind Gujarat Vidhyapith,
P.B. No.10, Navjeevan Post Office,
Ahmedabad - 380014.

Through its Advocate,

IndiaLaw LLP.
203, 2nd Floor, Anjani Complex,
Nr. Choice Restaurant,
Nr. Municipal Market, C.G. Road,
Navrangpura, Ahmedabad - 390009.

... Applicant/Financial Creditor

V/s.

M/s. Accent Packaging Pvt. Ltd.
(CIN: U52399DD2003PTC003292)
2/182, Vania Ward, Nani Dama,
Daman (UT), DD-396210.

... Respondent/Corporate Debtor

**Date of Hearing: 14th December 2021
Date of Pronouncement: 03rd January 2022**

**Coram: Madan B. Gosavi, Member (Judicial)
Ajai Das Mehtrotra, Member (Technical)**



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[Signature]

Appearance:

Learned Advocate Mr. Vishal Raval, for the Applicant/Financial Creditor.

Learned Advocate Mr. Sneh Purohit, for the Respondent/Corporate Debtor.

**[Per: Madan B. Gosavi, Member (Judicial)]
(Through Video Conferencing)**

1. This application under Section 7 of the Insolvency and Bankruptcy Code, 2016 is filed by the Small Industries Development Bank of India - the Financial Creditor against M/s. Accent Packaging Pvt. Ltd - the Corporate Debtor, to initiate the Corporate Insolvency Resolution Process ("CIRP") of the Corporate Debtor on the ground that the Corporate Debtor has committed default in paying the financial debt of Rs.6.93 Crores. The date of default is 07.10.2018.
2. To prove the existence of debt and its default by the Corporate Debtor, the Financial Creditor produced on record the term-loan agreement. The statement of loan account of the Corporate Debtor, maintained by the Bank in the daily course of business is at Exhibit-J and a copy of notice dated 10.10.2018, recalling loan facilities and further calling upon the Corporate Debtor to pay the outstanding.
3. The Corporate Debtor appeared in the matter. It has contested the claim on a technical ground. The



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Corporate Debtor did not dispute the existence of debt - due and payable by it to the Financial Creditor and its default. In enquiry of application under Section 7 of the I.B. Code, these are vital and relevant facts for consideration by this Adjudicating Authority, and they are established by the evidence on the record as indicated above.

4. Further, on 14.12.2021, one of the authorized signatory of the Corporate Debtor, Mr. Kunal Dilip Patel produced on the record an affidavit admitting again the debt and its default. He put on record some facts that the Bank did not consider it's one-time settlement ("OTS") proposal and charged interest at exorbitant rates etc. However, the debt and its default has not been disputed.
5. In view of the evidence and material on record, we hold that the Corporate Debtor committed default in paying the financial debt, more than rupees one lakh (the threshold stated in Section 4 of the I.B. Code, 2016). This application is filed within the limitation and is defect-free.
6. The Financial Creditor has suggested the name of one Mr. George Samuel, having registration number IBBI/IPA-003/IP-N00043/2017-18/10319 for appointment as Interim Resolution Professional, against whom no disciplinary proceedings are pending. This application is defect free. Hence, we



direct the Corporate Debtor to be admitted in CIRP by the following order:

AMENDED ORDER

1. The Corporate Debtor, **M/s. Accent Packaging Pvt. Ltd. (CIN: U52399DD2003PTC003292)** is admitted in Corporate Insolvency Resolution Process under Section 7 of the Insolvency and Bankruptcy Code, 2016.

2. The moratorium under Section 14 of Insolvency and Bankruptcy Code, 2016 is declared for prohibiting all of the following in terms of Section 14(1) of the Code.
 - 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 Enforcement of Security Interest Act, 2002;



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- 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.
3. 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 liquidation of Corporate Debtor Company under Section 33 of the Insolvency & Bankruptcy Code, 2016, as the case may be.
4. We hereby appoint Mr. George Samuel, having registration number IBBI/IPA-003/IP-N00043/2017-18/10319, address: 217, Ganesh Glory, Jagatpur, S. G. Highway, Ahmedabad - 382470, Email- gsforgs@gmail.com, to act as an Interim Resolution Professional under Section 13(1)(c) of the Code. He shall conduct the Corporate Insolvency Resolution Process as per the provisions of Insolvency and Bankruptcy Code, 2016 r.w. Regulations made thereunder.
5. The IRP shall perform all his functions as contemplated, inter-alia, by Sections 17, 18, 20 & 21 of the Code. It is further made clear that all personnel connected with the Corporate Debtor, its Promoter or any other person associated with the



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management of the Corporate Debtor are under legal obligation under Section 19 of the Code for extending every assistance and co-operation to the Interim Resolution Professional. Where any personnel of the Corporate Debtor, its Promoter or any other person required to assist or co-operate with the IRP, does not assist or co-operate, the IRP is at liberty to make appropriate application to this Adjudicating Authority with a prayer for passing an appropriate order.

6. This Adjudicating Authority directs the IRP to make public announcement of the initiation of the Corporate Insolvency Resolution Process (CIRP) and call for submission of claims under Section 15 as required by Section 13(1)(b) of the Code.
7. It is further directed that the supply of goods/services to the Corporate Debtor Company if continuing, shall not be terminated or suspended or interrupted during the moratorium period.
8. 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. The Financial Creditor is directed to pay an advance of **Rs.2,00,000/- (Rupees Two Lakh Only)** to the




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IRP within two weeks from the date of receipt of this order for the purpose of smooth conduct of Corporate Insolvency Resolution Process (CIRP) and IRP to file proof of receipt of such amount to this Adjudicating Authority along with First Progress Report. Subsequently, IRP may raise further demands for Interim funds, which shall be provided as per Rules.

9. The Registry is directed to communicate a copy of this order to the Financial Creditor, Corporate Debtor and to the Interim Resolution Professional and the concerned Registrar of Companies, after completion of necessary formalities, within seven working days and upload the same on the website immediately after pronouncement of the order.
10. Accordingly, **CP(IB) No.459/7/NCLT/AHM/2019** stands admitted.

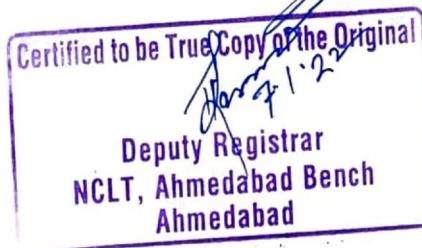

(Ajai Das Mehrotra)
Member (Technical)


(Madan B. Gosavi)
Member (Judicial)

Alpesh/Ramashish



Prepared by VJMA
Signature [Signature]
Date 7-1-22



Date of pronouncement of Order: 5-1-22
Date on which application for Certified Copy was made: 7-1-22
Date on which Certified Copy was ready: 7-1-22
Date on which Certified Copy delivered: 7-1-22