

IN THE NATIONAL COMPANY LAW TRIBUNAL
DIVISION BENCH, COURT – 1, AHMEDABAD

ITEM No.303
CP(IB) 595 of 2019

Under Section 9 of IB Code, 2016

IN THE MATTER OF:

Rajaram Food Products India Ltd (Formerly known as
Capricorn Foods Products India Ltd)
V/s
Manpasand Beverages Ltd

.....Applicant

.....Respondent

Order delivered on: 19/11/2025

C O R A M:

MR. SHAMMI KHAN, HON'BLE MEMBER (J)
MR. SANJEEV SHARMA, HON'BLE MEMBER (T)

ORDER
(Hybrid Mode)

The case is fixed for pronouncement of order. The order is pronounced in the open court, vide separate sheet.

sd/-

SANJEEV SHARMA
MEMBER (TECHNICAL)

sd/-

SHAMMI KHAN
MEMBER (JUDICIAL)

**BEFORE THE ADJUDICATING AUTHORITY
NATIONAL COMPANY LAW TRIBUNAL,
DIVISION BENCH, COURT-I, AHMEDABAD**

CP(IB)/595/9/AHM/2019

[Application under Section 9 of the Insolvency and Bankruptcy Code 2016 read with Rule 6 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016.]

IN THE MATTER OF: Manpasand Beverages Limited

Rajaram Food Products India Limited

(Formerly, "Capricorn Food Products India Ltd.")

(CIN: U15499TN1998PLC041231)

Having Registered Address at:

3/20, 2nd Floor, Avenue Road,
Ponnangipuram, Nungambakkam,
Chennai, Tamil Nadu - 600034

.... Applicant/ Operational Creditor

VERSUS

Manpasand Beverages Limited

(CIN: L15549GJ2010PLC063283)

Having Registered Address at:

1768 & 1774 Patki -1, Village Manjusar,
Tal. Savli, Vadodara, Gujarat - 391775

.... Respondent/Corporate Debtor

Order Pronounced on: 19.11.2025

C O R A M :

SH. SHAMMI KHAN, HON'BLE MEMBER (JUDICIAL)

SH. SANJEEV SHARMA, HON'BLE MEMBER (TECHNICAL)

A P P E A R A N C E :

For the Applicant : Mr. T. Ravichandran, Advocate *a.w.*
: Ms. Lavanya K., Advocate

For the Respondent : Mr. Manish Bhatt, Sr. Advocate *a.w.*
: Mr. Dhawal Vyas, Sr. Advocate *and*
: Mr. Yash Dhadhich, Advocate

: Ms. Shivani Gadhvi, Advocate

ORDER
(Per: Bench)

1. The Present Amended Application was filed on 06.11.2025 vide Inward Diary No. D7399 by one, **Rajaram Food Products India Limited**, formerly known as, Capricorn Food Products India Limited (hereinafter referred to as, “**Applicant/Operational Creditor**”), against **Manpasand Beverages Limited** (hereinafter referred to as, “**Respondent/Corporate Debtor**”) under Section 9 of the Insolvency and Bankruptcy Code, 2016 (hereinafter as, “**the Code**”) read with Rule 6 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016 with a prayer to initiate the Corporate Insolvency Resolution Process (hereinafter as, “**the CIRP**”) against the Respondent for having defaulted in payment of its outstanding dues of **Rs. 4,44,15,092/-** (Rupees Four Crores Forty Four Lakhs Fifteen Thousand and Ninety Two only) along with an **interest** amount of **Rs. 61,72,156/-** (Rupees Sixty One Lakhs Seventy Two Thousand One Hundred and Fifty Six

only) at the rate of 18% per annum from the due date of the invoices till the date of actual realisation.

2. The present Company Petition was originally filed by the Applicant in the year 2019 under Section 9 of the Code. However, the said Petition came to be disposed of on 09.03.2021, as the Corporate Debtor had, in the meantime, been admitted into CIRP on the basis of a Company Petition filed by another Operational Creditor, M/s. Huhtamaki PPL Limited, in CP(IB) No. 503 of 2019, vide Order dated 01.03.2021. It is noted that the said CIRP proceedings were subsequently withdrawn upon settlement between the parties. The Corporate Debtor had been the subject of multiple such proceedings, and the last such Company Petition being CP(IB) No. 129 of 2023 filed by M/s. Yogin Kumar Ashokbhai Patel, came to be restored on 03.07.2024, pursuant to which CIRP was again initiated with effect from 24.09.2024. The said CIRP proceedings were thereafter stayed by the Hon'ble NCLAT vide Order dated 26.09.2024. Owing to the stay of the said proceedings, the present Applicant, being unable to file its claim, preferred IA No. 309 of 2025 seeking restoration of the present Petition, which

came to be allowed by this Tribunal vide Order dated 05.05.2025. The Applicant thereafter filed the amended Petition on 06.11.2025 vide Inward Diary No. D7399.

- 3.** On perusal of **Part-I** of the Form-5 reveals that the Applicant is one Rajaram Food Products India Limited, formerly known as Capricorn Food Products India Limited, a company which is registered under the Companies Act, 1956 bearing CIN: U15499TN1998PLC041231. The registered address of the Applicant is situated at 3/20, 2nd Floor, Avenue Road, Ponnangipuram, Nungambakkam, Chennai, Tamil Nadu - 600034. A copy of Master Data of the Operational Creditor is annexed as Exhibit-A to the petition.
- 4.** On perusal of **Part-II** of the Form-5 reveals that the Respondent is one Manpasand Beverages Limited having CIN: L15499GJ2010PLC063283. The registered office of the Respondent/Corporate Debtor is situated at No. 1768 & 1774 Patki 1, Village Manjusar, Tal. Savil, Vadodara, Gujarat-391775 and also at A7/8, UPSIDC, Plot No. G-1 & G-2, Karakhiyo Agro Park, Jhonpur-Varanasi Highway, Varanasi, Uttar Pradesh. The authorised Share Capital of

the Company is Rs. 115,00,00,000/- and the Paid-Up Share Capital is Rs. 114,46,23,960/-. A copy of Master Data of the Corporate Debtor is annexed to the petition as Exhibit-B.

5. On perusal of **Part-III** of the Form-5 reveals that the Applicant proposed the name of **Kedar Ramrathan Laddha**, Regn. No. IBBI/IPA-001/IP-P00586/2017-2018/11115 (Phone No. 079-66653333), to be appointed as Interim Resolution Professional, having address at 6/5, Sahyog Apartment, Behind Keshav Nagar, RTO Circle, Ahmedabad, Gujarat-380027. Written Communication by proposed IRP along with Form-2 (Under Rule 9 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016) is annexed to the petition as **Exhibit-M**.
6. On perusal of **Part-IV** of the Form-5 reveals that total dues as claimed by the Applicant is Rs. 4,44,15,092/- along with an interest amount of Rs. 61,72,156/- at the rate of 18% per annum from the due date of the invoices till the date of actual realisation.
7. The applicant Operational Creditor has placed the **facts** through this Petition in the following manner:-

- 7.1. It is stated that the operational creditor is a manufacturer of Tropical Fruit Pulp/Purees and concentrates. Bulk frozen, IQF Fruits & Vegetables and fruit juices etc. and had supplied totapuri mango pulp, guava pulp etc. as demanded by the corporate debtor for which the Purchase Order was received by the Applicant from the corporate debtor who are the leading manufacturer of Mango Sip Drink, Mango Sip TCA Drink, Mango Sip Tetri Drink, etc., the copy of the Purchase Order is marked to the petition as Exhibit-C. During the course of the business they had transacted with each other and a huge outstanding has been created in favour of the corporate debtor which is to be payable to the Operational Creditor.
- 7.2. It is submitted that the said pulp were received and accepted by the Corporate Debtor and there were no dispute at that time relating to the quality and quantity of the pulp but thereafter the Corporate Debtor has failed to make the payment for the outstanding invoices from 21.03.2018 to 25.03.2019 amounting to Rs. 4,44,15,092/- (Rupees Four Crore Forty Four Lakhs Fifteen Thousand Ninety Two Only), the copy of the invoices issued by the Operational Creditor to the Corporate Debtor for the supply of the pulp alongwith the Delivery Challan for the goods supplied is hereby marked as Exhibit-D.
- 7.3. It is submitted that the Operational Creditor was maintaining the running account of the Corporate Debtor in their books of accounts as reflected in their ledger. The copy of the ledger account of the Corporate Debtor in the books of accounts of Operational Creditor is annexed to the petition as Exhibit-E.
- 7.4. It is stated that the corporate debtor is also liable to pay an interest on the outstanding due amounting to Rs. 61,72,156/- (Rupees Sixty One Lakhs Seventy Two Thousand One Hundred Fifty Six Only) @ 18% per annum as per the terms of invoices

from the due date of invoices till the date of demand notice, the copy of the computation showing the details of the outstanding due and the date of default along with calculation of interest is annexed to the petition Exhibit-F.

- 7.5. It is stated that after several reminder the corporate debtor agreed to clear the outstanding dues and issued the post-dated cheques of Union Bank of India to the operational creditor but thereafter the corporate debtor had failed to clear the outstanding dues and the cheques received by the Corporate Debtor against the outstanding dues dishonoured by the Operational Creditor's Banker IDFC Bank, the copy of the dishonoured cheques along with the bank memo is annexed to the petition as Exhibit-G.
- 7.6. It is submitted that after giving several reminders to clear the outstanding dues, the demand notice in Form-3 along with Form-4 dated 8th June, 2019 was issued in the name of Corporate Debtor and to its directors as required under Section 8(1) read with rule 5(1)(a) & 5(1)(b) of the Code, the copy of the demand notice along with necessary supporting annexure issued by the Operational Creditor to the Corporate Debtor and the copy of the E-mail sent for the issue of demand notice to the Corporate Debtor along with the concerned persons of the Corporate Debtor on 10.06.2019 is annexed to the petition as Exhibit-H.
- 7.7. It is stated that the Speed Post receipts evidencing the dispatch of demand notice to the Registered Office of the Corporate Debtor and to all the directors of the Corporate Debtor dated 10.06.2019 and 11.06.2019 along with the copy of the track report evidencing the delivery status of demand notice to the Corporate Debtor and the Directors of the Corporate Debtor is annexed to the petition as Exhibit-I.

7.8. It is stated that after the issue of Demand Notice the operational creditor had received a reply letter dated 13.06.2019 and admitted the liability and agreed to clear the outstanding dues but the said amount remains unpaid, copy of the reply letter received is annexed to the petition as Exhibit-J.

7.9. It is stated that the certified copy of the Statement of Bank Account of Operational Creditor at Kotak Mahindra Bank where deposits are made or credits are received normally by the Operational Creditor in respect of Corporate Debtor, which clearly reflects that no amount for the same has been received from the corporate debtor post the issue of the demand notice the certified copy of the bank statement is annexed as Exhibit-K to the petition.

8. The Operational Creditor has relied upon the following documents, which are as under: -

- i) The copy of the purchase order received by the operational creditor from the corporate debtor annexed to the petition as Exhibit-C.
- ii) The copy of invoices issued by the Operational Creditor to Corporate Debtor along with the delivery challan annexed to the petition as Exhibit-D.
- iii) The copy of Ledger account of the corporate debtor in the books of accounts of the operational creditor annexed to the petition as Exhibit E.
- iv) The copy of computation showing the details of the outstanding dues and the date of default along with the interest calculation annexed as Exhibit F.
- v) The copy of the dishonored cheques along issued by the Corporate Debtor the Operational Creditor along with the bank memo annexed as Exhibit G.
- vi) The copy of statutory form of demand notice in Form 3 along with Form 4 demanding payment under the Code dated 08.06.2019 along with the copy of the E-mail

- sent for the issue of Demand Notice annexed to the petition as Exhibit H.
- vii) The copy of Speed Post receipts evidencing the dispatch of Demand Notice to the corporate debtor, its directors along with the copy of the track reports available from the website annexed as Exhibit I.
 - viii) The copy of the reply letter received from the corporate debtor after the issue of Demand Notice annexed to the petition as Exhibit J.
 - ix) Affidavit under Section 9(3)(b) of the Code annexed as Exhibit L.

9. Pursuant to the issuance of the notice upon the Corporate Debtor, **Reply** was filed on 11.08.2025 vide Inward Diary No. D5454 on behalf of the Corporate Debtor against the present petition denying all the averments made by the Operational Creditor therein the petition. The contentions of the respondent are mentioned hereunder: -

- 9.1. It is stated that a Section 9 Petition under the Code, was before this Tribunal against the Respondent, wherein this Tribunal vide Order dated 24.09.2024 had admitted the Section 9 Petition and initiated CIRP against the Respondent. Thereafter, Order dated 24.09.2024 was challenged before Hon'ble NCLAT, where the Hon'ble NCLAT had considered that the issue of CIRP against the Respondent needs consideration and in the meantime vide order dated 26.09.2024 suspended the Order dated 24.09.2024 passed by this Tribunal. Annexed to the reply as Annexure-R/1(Colly.) are copies of Orders dated 24.09.2024 and 26.09.2024 passed by this Tribunal and Hon'ble NCLAT respectively.

9.2. It is stated that, when the issue of CIRP of the Respondent Company is pending at large before the Hon'ble NCLAT, Petitioner cannot invoke a fresh Section 9 Petition before this Tribunal. It is imperative to consider that the final adjudication of the Hon'ble NCLAT will shape the proceedings of this Tribunal significantly in terms of fresh Section 9 Petition against the Respondent. Therefore, the present Petition is not maintainable in the eyes of laws and should be rejected solely on the ground of maintainability.

PRELIMINARY OBJECTIONS

9.3. The Respondent before dealing with the submissions of the Petitioner, is raising preliminary objections to the maintainability of the Petition. The Petition of the Petitioner suffers from multiple defects and procedural infirmities.

- (i) It is stated that the Petitioner has placed on record Bank account statement for period 01.06.2019 to 20.06.2019 only, whereas the invoices alleged to be unpaid is for period 21.03.2018 to 25.03.2019 (Exhibit-F at page 166). The Petitioner has failed to provide bank statements for entire period during which the alleged dues remain unpaid. Further, the ledger placed on record by the Petitioner is not certified by any statutory auditor and thus cannot be considered as genuine and therefore cannot be relied upon.
- (ii) It is further submitted that Form 2 (Exhibit-M at page 239) placed on record by the Petitioner which is a written communication by IRP, is unsigned by proposed IRP Mr. Kedarram R. Laddha. Additionally, the certificate of the IRP forming part of Form-2 is also not signed by the IRP. Therefore, the Petition suffers from procedural defects.
- (iii) It is stated that the Petitioner has failed to produce corresponding invoices for the delivery challans placed on record. Conversely, in certain instances, the delivery

challans pertaining to the invoices allegedly raised have not been placed on record. Furthermore, the purchase orders and delivery challans relied upon by the Petitioner do not bear the signatures of the Respondent or its authorised representatives. In view of the foregoing, the authenticity of the alleged delivery of goods is questionable, necessitates thorough verification and investigation, and therefore, cannot be relied upon for adjudication of the present dispute.

NO ADMISSION OF DEBT BY THE RESPONDENT

9.4. It is submitted that the Petitioner relies on the letter dated 13.06.2019 (Exhibit-J at page 231) to allege that the Respondent has admitted the liability and agreed to clear the outstanding dues. The Respondent vehemently denies the said contention and it is submitted that, said communication was issued to the Petitioner subsequent to the Demand Notice issued to the Respondent when the Respondent was undergoing a GST Search and Seizure at the head office and other locations and the authorized persons were taken into the custody. In such circumstances, the Respondent could not verify or assess the accounts or ascertain the dispute raised by the Petitioner and therefore, the Respondent requested the Petitioner to cooperate till the GST search and seizure matter is concluded. There is no admission of debt on behalf of the Respondent in the said communication. On the contrary, the Respondent had categorically stated the meeting will be conducted to settle the accounts 'if any' payable, therefore, the same cannot be considered an admission.

PRE-EXISTING DISPUTE BETWEEN THE PARTIES

9.5. It is submitted that there is a 'pre-existing dispute' exists between the parties which is evident from several

communications exchanged between the parties, however, the Petitioner has intentionally suppressed the material facts from this Tribunal. The Respondent had issued an email dated 19.06.2015 to the Petitioner, wherein the Respondent has raised dispute on quality of the products supplied by the Petitioner. The Respondent by way of the said email informed the Petitioner that 1000 cartons of TMP supplied by the Petitioner were rejected on quality reasons. Annexed to the reply as Annexure-R/2 is a copy of email dated 19.06.2015.

- 9.6. It is submitted that the Respondent further informed the Petitioner that the goods were defective and rejected. The representative of the Petitioner was shown two drums where lumps were visible in both the drums of the product supplied to the Respondent, which were not fit for usage for beverage blending. Similarly, other products were also shown and again lumps were visible. The Respondent prepared the minutes of meeting dated 10.02.2017 which was also duly signed by the representative of the Petitioner. Annexed to the reply as Annexure-R/3 is a copy of minutes of meeting dated 10.02.2017. The Respondent in another email dated 14.01.2017 informed the Respondent that mango pulp and guava pulp supplied by the Respondent were also rejected owing to bad quality. Annexed to the reply as Annexure-R/4 is a copy of email dated 14.01.2017.
- 9.7. It is stated that the Respondent had also raised multiple quality concerns regarding the product supplied by the Petitioner to its Vadodara unit, which were duly communicated vide email dated 14.02.2019. In response to the said email, the Petitioner initially denied having supplied any goods to the Vadodara unit. However, the Respondent provided details of batch numbers, substantiating the delivery of goods to that unit. Pursuant to the same, the Petitioner admitted that the goods supplied were not

freshly manufactured and had already lost their shelf life. As a result, the goods expired significantly earlier than expected and failed to meet the quality and specification requirements of the Respondent. It is submitted that, the Petitioner has not addressed or rectified this issue, which has led to the loss of finished goods and the necessity of draining expired materials. Annexed to the reply as Annexure-R/5 (Colly.) are copies of emails dated 14.02.2019.

- 9.8. It is further submitted that the Respondent by way of purchase order dated 29.01.2019 (PO: AMB/PO/1821/2018-19) (Page 33 of Petition) placed order of 77.4 MT of goods to Petitioner for supply of products, however, the Petitioner had only supplied 46.0MT of the product which was admitted by the Petitioner is its email dated 12.03.2019. In addition to this, the Respondent by way of email dated 25.03.2019 again raised dispute of short supply of the product against the purchase order placed by the Respondent. Therefore, there was clearly short supply of product and the Respondent had to bear additional cost to complete demand. Annexed to the reply as Annexure-R/6 (Colly.) are copies of emails dated 12.03.2019 and 25.03.2019.
- 9.9. It is further submitted that the Respondent had issued Purchase Order 29.01.2019 (PO No. 1813) for the supply of requisite products. However, the Petitioner has failed to supply any products against the said Purchase Order, resulting in significant production delays and Respondent had to bear to substantial additional costs to meet the demand. It is submitted that the cheques given by the Respondent were only given as a security for business transactions and owing business relations between the parties, however, despite raising several issues on quality and short supply, the Petitioner failed to address the issue and instead proceeded with encashment of cheques.

9.10. It is evident from several communications as mentioned above that there was clearly a 'pre-existing dispute between the parties and it is settled principle of law that when there exists a pre-existing dispute between the parties a Petition preferred under Section 9 is liable to be rejected.

MISREPRESENTATION AND FRAUD BY PETITIONER

- 9.11. It is submitted that the ledger placed on record by the Petitioner at Exhibit-E at page 158, is misleading and records false information. It is submitted that a Form GSTR-2A is an automated form which is generated directly for a tax-payer from the Form GSTR-1 of the seller. It is stated that, in the Form GSTR-2A generated for Respondent, it was found that several transactions have taken place in January 2019, amounting to a total of 2.78 Crores. However, these transactions were not accounted in the books of account of the Petitioner and these transactions as reflected in Form GSTR-2A does not reflect in the ledger placed on record by the Petitioner. This clearly indicates that there is a foul play on part of the Petitioner to place on record false details to mislead the court. Annexed to the reply as Annexure-R/7 is a copy of Form GSTR-2A of the Respondent.
- 9.12. Furthermore, it is submitted that the transaction aforementioned pertains to the alleged dispatch of goods by the Petitioner against Purchase Order No. 1813 dated 29.01.2019. However, no such goods or materials were ever received pursuant to the said purchase order and therefore, it can be inferred that the Petitioner might have supplied the said goods to a third party, while erroneously or deliberately recording the same as a sale made to the Respondent. This shows the malafide intention of the Petitioner to mislead the court.

9.13. It is submitted that during Covid-19 pandemic the Petitioner itself faced several hardships leading to initiation of CIRP against the Petitioner. Pursuant to the approval of Resolution Plan, the SRA took over the management of the Petitioner. In the meantime, the Respondent received a letter dated 13.07.2023 from CBI, Chennai regarding ongoing investigation against the Petitioner and by way of the said letter CBI informed the Respondent that a sum of Rs. 3,72,96,568/- and Rs. 63,38,016/- has been written off in the ledger account of the Petitioner against the amount received from the Respondent in Financial year 31.03.2019 and 31.03.2020, respectively. However, the Petitioner has failed to disclose the same in its Petition and even the same are not accounted for in the ledger placed on record by the Petitioner. Therefore, it is evident that the Petitioner has suppressed material facts from this Tribunal, leading to believe that there is legitimate claim of the Petitioner against the Respondent. Annexed to the reply as Annexure-R/8 is a copy of letter dated 13.07.2023 issued by CBI, Chennai to the Respondent.

10. Petitioner filed their **rejoinder** to the reply of the CD on 26.08.2025 vide Inward Diary No. D-5729. The Petitioner has majorly denied most of the contentions of the Respondent. The contents of the Rejoinder are reproduced as follows:

10.1. A perusal of paragraphs 4 and 5 of the Reply/Objection would reveal that the Respondent is relying on the order dated 24.09.2024 passed by the Hon'ble NCLAT in Comp. Appeal AT(Ins) No.1863 of 2024. In this connection, the attention of the Tribunal is invited to the judgment of the Hon'ble NCLAT

rendered in the aforesaid company appeal on 08.08.2025. A copy of the same is attached as Annexure A-1 to the rejoinder. A perusal of the said order would reveal that pursuant to the earlier direction of NCLAT, a sum of Rs. 2,65,00,000/- was deposited by the corporate debtor and the same was permitted to be withdrawn by the financial creditor in the said Company Petition. In the light of the said fact, the CP was not revived. In other words, there is no company petition before the Adjudicating Authority for insolvency resolution process of the Respondent. In view of the above, the contention raised by the Respondent in paragraphs 4 and 5 is liable to be rejected.

- 10.2. It is stated that the Respondent in the preliminary objection has leveled untenable contentions. It is rather unfortunate that a contention is being raised about the bank statement for the period 01.06.2019 to 20.06.2019 alone is produced. The bank statement is produced to only demonstrate that the Petitioner did not receive any payment from the Respondent during the relevant period of time. If at all the Respondent states that amounts have been paid nothing prevented the Respondent from placing it on record the payments if any made by them. Further, the Respondent himself has acknowledged the fact that the amount payable is admitted and that no payment is made. Thus, it is crystal clear that the Respondent has not made any payment and on the other hand a spurious plea is taken in this regard.
- 10.3. It is submitted that the Respondent has taken a contention with regard to appointment of IRP and the same is not signed. In this connection, this Hon'ble Tribunal is aware that there is no requirement under law for an operational creditor to suggest the name of the IRP. Therefore, on this ground the petition cannot

be dismissed and it is always open for this Tribunal to appoint an IRP from the IBBI panel.

- 10.4. With regard to the averments in Para 6(iii), it is stated that a perusal of Exhibit J at page 231 of the Petition would reveal that the same is an unconditional acknowledgment in response to the demand notice issued by the Petitioner on 08.06.2019. While this being so, the allegations in the said paragraphs 6 and 7 are devoid of merit. With regard to allegations in paragraph 9 under the heading 'no admission of debt by the Respondent', the documents will speak for themselves. In response to the demand notice issued under Section 8 of the Code, there is a categorical reply from the respondent that they will pay the amount. While this being so, the reasons set out in the said paragraph are an afterthought.
- 10.5. The Respondent has leveled certain allegations in Paragraph C that there is a pre-existing dispute between the parties and such allegations are bereft of merit inasmuch as the Respondent/Corporate Debtor had in reply to the demand notice admitted the debt. In paragraph 11 of the Reply, the Petitioner is relying on Annexure R2 which is a copy of the email dated 19.06.2015. While the present application is for initiation of insolvency and default in respect of the invoices between 2018 and 2019, it is not understood as to how Annexure R2 dated 19.06.2015 is relevant. Aside of this, a perusal of the said email would reveal that the said email is nothing but a file which was attached to the email. A perusal of said file dated 02.06.2015 at page 38 would reveal that it is a self-serving document without any evidentiary value. Hence, Annexure R2 cannot be taken into account for any reason whatsoever.
- 10.6. The allegations in paragraph 12 of the Reply wherein Annexure R3 was relied upon is the minutes of meeting dated 10.02.2017.

Again, this is not relevant to the invoices which are under the purview of the Tribunal. Further, a perusal of Annexure R3 of the reply in page 39 would reveal that even as per the said minutes *'further action will be decided by Purchase Department Head of HO Manpasand Beverages Ltd. & Sales Head of M/s. Capricorn'* and this cannot be considered as rejection of goods/defective goods at any point of time. This is apart from the fact that this is dated 10.02.2017 much before the supply which are the subject matter of this application.

- 10.7. Again Annexure R4 referred to in paragraph 13 is for the period prior to 2018, a perusal of Annexure R4 would reveal that the same does not even reflect in any of the Capricorn mail ids. The averments in paragraph 14 are denied. In this connection, the attention of the Tribunal is invited to Annexure R5 of the Reply which is an email said to have been sent by one Fairoze Khan to the Respondent. A perusal of this email would reveal that the production date in respect of those invoices was 2017 and the expiry date was 2018. A claim was sought to be lodged in 2019 which was duly rejected vide Annexure R5.
- 10.8. Again in respect of averments in paragraph 15, a perusal of same Annexure R6 would reveal that the issue relates to some supplies made to Ambala and that there is no dispatch to Varanasi and Vadodara. A perusal of this email would also reveal that the Petitioner had requested the Respondent to courier the cheque to the Head Office at the earliest.
- 10.9. Under the Heading D which states *'Misrepresentation and Fraud by Petitioner'*, the allegations made in paragraphs 21 to 22 are denied. In view of the categorical admission, such allegations do not have any merits. As a matter of fact, a perusal of Annexure R8 would reveal that the CBI informed the Respondent that certain sums were written off in the ledger accounts of the

Petitioner. Simply because some amounts are written off, the same will not disentitle the SRA who has purchased the company as going concern to take action in accordance with law.

11. During the course of hearing held on 29.08.2025, the Learned Counsel appearing for the Respondent/Corporate Debtor submitted that certain documents, pertaining to the proceedings before the GST Authorities and having a bearing on the present matter, were required to be placed on record for the proper adjudication of this Petition. In view of the said submission, this Tribunal directed the Respondent/Corporate Debtor to file an additional affidavit enclosing the aforesaid documents within a period of seven days, with an advance copy to be served upon the opposite side. Liberty was also granted to the Applicant/Operational Creditor to file a rebuttal affidavit, if so desired, within a period of seven days thereafter.

12. In compliance of the same, an **additional affidavit** was filed by the **Respondent** on 22.09.2025 vide Inward Diary No. D6246 making following submissions: -

12.1. This Tribunal vide Order dated 09.03.2021 has disposed of the present Company Petition as 'infructuous' in view of the admission of the Respondent in the CIRP in other proceedings.

Thereafter, this Tribunal, after considering the Application of the Petitioner passed an Order dated 30.06.2025 restoring the Company Petition. Annexed to the affidavit as Annexure-I is a copy of Order dated 09.03.2021.

- 12.2. It is stated that this Tribunal, after restoring of the Company Petition had issued notice to the Respondent, however, the Applicant had failed to bring on record the material fact before this Court that the Applicant had undergone CIRP and the new management had taken over the Applicant. The NCLT, Chennai Bench vide Order dated 12.07.2023 had approved the resolution plan in CIRP of Applicant. Annexed to the affidavit as Annexure-II is a copy of Order dated 12.07.2023.
- 12.3. It is stated that, the Applicant had filed the Company Petition in the year 2019, which was signed and verified by Mr. Rahul Jain who was the Chairman and Managing Director of Petitioner company at relevant point of time, however, after restoration of the Company Petition, more particularly after the new management had taken over the Applicant Company, no authority or board resolution has been placed on record by the Applicant.
- 12.4. It is submitted that the name of the Applicant company has been changed from Capricorn Food Products India Limited to Rajaram Food Products India Limited as per Master Data of Ministry of Corporate Affairs. Moreover, as per the Master Data, the board of directors has also changed. The Petition was earlier filed by Mr. Rahoul Jain however, the Rejoinder dated 21.08.2025 filed by Applicant is signed and verified by Mr. Dinesh Goyal, Director of the Applicant, without any authority letter or board resolution. Therefore, in the absence of valid authorisation the Applicant cannot proceed with/maintain the present Petition and thus the present Petition is liable to be

dismissed.

- 12.5. Without prejudice to the abovementioned, it is submitted that Applicant has suppressed material facts from this Tribunal concerning the issuance of fake invoices without actual delivery of goods, which are necessary to be brought on record for adjudication of present proceedings.
- 12.6. It is submitted that during the pendency of the present proceedings, Respondent was served with the Order dated 28.01.2025 passed by Joint Commissioner, Central GST and Central Excise, Vadodara-II Commissionerate (**"GST Department"**) in the proceedings under Show Cause Notice dated 01.08.2024 (V/CGST/MBL/Prev/Gr-V/JC/106/2024-25). The Order passed by GST Department includes detailed observations and analysis of the investigation. The order passed by GST Department reveals suppression of facts and admission of facts that invoices raised by the Applicant (and its sister concerns) were bogus and fake and were part of paper transactions with the Respondent.
- 12.7. It is submitted that the Order passed by GST Department records that the Applicant had carried out mere paper transactions involving bogus and fake invoices of the Respondent. There was no actual supply of goods and all bogus and fake invoices were raised to avail ineligible Input Tax Credit ("ITC"), Further, it was also observed in the Order of GST Department that M/s. GongluAgro Private Limited (sister concern of the Applicant) has not maintained and entry whatsoever concerning vehicle details, stock movement, gate pass etc. which revealed that fake invoice were booked against the Respondent without any actual supply of goods. The transactions with the Respondent were mere paper transaction involving fake and bogus invoices. Therefore, it is evident from

the Order of GST Department that the Applicant has suppressed material facts from this Tribunal and the transactions with the Respondent were merely paper transactions and nothing else. Relevant extracts of Order dated 28.01.2025 passed by GST Department is reproduced hereinunder as:

“1.7.10 Vide letter C. No. IV/06/10/2019-HQAE dated 26.08.2019(RUD-17), Tirupati GST Commissionerate informed that M/s Capricorn Food Products India Ltd (GSTIN:37AA8CC15508IZ) is a fruit pulp manufacturing unit and are manufacturing totapuri mango pulp both in pure and concentrate forms i.e. totapuri mango pulp(TMP) and totapuri mango concentrate (TMC). A statement dated 23.08.2019 (RUD-18) was recorded of Shri C. Arugadas, Assistant Manager of M/s Capricorn Food Products India Ltd wherein he inter alia admitted that they have carried out mere paper transaction with respect to the purchase made from M/s Leon Food Products Private Ltd during march 2018 and March 2019 without actual supply of goods involving ineligible ITC of Rs. 81.76 lakhs; that one of their staff has communicated the details of fake invoices of M/s MBL and requested them to take the same in to their accounts and raise back the fake invoices without actual supply of goods to M/s Capricorn Food Products India Ltd and to their sister concerned unit M/s GongluAgro Products Ltd. at Nashik, that they have also fraudulently availed the ineligible ITC to the tune of Rs. 72.88 Lakhs passed on by M/s Vijay Krishna Agro Food Processing Private Ltd towards their outward GST liability. After pointing out, the assessee has paid an amount of Rs. 1.54 Cr. Vide challan no. 19083700038234 dated 08.08.2019,

Further, CGST & CE, Chennai North Commissionerate, vide letter C.No.IV/06/266/2019-HPU-GR-XII dated 29.10.2019 (RUD-19) inter alia forwarded statement of Shri Rahoul Jain, Managing Director of M/s Capricorn Food Products India Ltd., Chennai recorded on 14.10.2019. During the statement Shri Rahoul Jain admitted that M/s Capricorn, Chennai (GSTIN:

33AABCC1550BIZJ) had availed ITC on the strength of purchase invoices issued by M/s MBL., Haryana, M/s Nandhi Foods Products Pvt. Ltd. M/s Thariga Traders and others without actual receipt of the goods.

1.7.11 Vide letter F. No. IV(6) Prev./123/Gr.-II/Gonglu/2019 dated 28.06.2019(RUD-20), CGST Nasik Commissionerate informed that a search was conducted on 26.06.2019 at the office premise of M/s GongluAgro Pvt Ltd and preliminary scrutiny of the outward gate registers showing the details of outward movement of goods which includes name and contact number of the driver, entry and exit time of the vehicles, details of the purchaser, vehicle no. sign of security guard, it was seen that the entries relating to all other parties/purchasers during Jan-19 have been recorded correctly and tallies with some sample away bill and tax invoices alongwith gate passes. However entries relating to M/s MBL lacks all the above details, the only details recorded are the name of the party i.e. M/s MBL, vehicle number and sign of security guard. There is no mention of the time in of empty vehicle and the time out of loaded vehicle. Also no gate pass was available corresponding to the stock movement in vehicles being supplied to M/s. MBL. Further, it can be seen that the entries related to M/s MBL have been created after the case of fake invoices was booked against M/s MBL. to make clear that the transaction were genuine. It also appears that the entries of the outward register have been created with fake away bills. This is in contrast to the details available in absence of entries in the outward register during the period November 2017, when the away bills provisions were not applicable. Further, vide letter dated 24.09.2019(RUD-21), Nasik Commissionerate further added that on preliminary scrutiny of the vehicle numbers found on the truck invoices carrying goods from M/s GongluAgro Private Limited to M/s MBL., it was found that the vehicles are registered as two wheeler and auto rickshaw but were shown carrying good weighting 23052 Kg which is not possible. Moreover, Shri Rahoul Jain, Managing Director of M/s GongluAgro Pvt. Ltd. in his statement dated 04.10.2019 (RUD-22) categorically stated that they have

not sold any goods from M/s Gonglu since 01.07.2017 to till date, only invoices were issued to M/s Manpasand Beverages Ltd without supply of goods as per details given by M/s MBL. An annexure having the details of invoices issued to M/s MBL against which they have not received the payment is also enclosed alongwith the statement in respect of M/s. Capricorn Food Products India Limited.”

Annexed to the affidavit as Annexure-IV is a copy of Order dated 28.01.2025 passed by GST Department.

12.8. It is stated that the Respondent had also received a letter dated 26.08.2019 issued by Office of Commissioner of Central Tax, Tirupati, recording observations in the investigation conducted against the Respondent. The observations of the Additional Commissioner are as follows:

- A. The Applicant was procuring goods from M/s. Leon Food Products Private Limited ("Leon Food"), however, the supplies were merely part of paper transactions and there was no actual supply of goods.
- B. The transactions between the Applicant and Leon Food were merely paper transactions without any actual supply of goods in order to avail ITC for the fake invoices.
- C. The Applicant had adopted the modus of creating sham transactions to make such transactions appear genuine, wherein Leon Food made payment to the Respondent, the Respondent then made payment to the Applicant, and thereafter, the Respondent made payment to Leon Food. In addition to this, the entire chain of transactions was carried out by raising fake invoices.
- D. Further, the said letter records the statement of Shri C. Arugadas, who was then the Assistant Manager of M/s.

Capricorn Food Products India Limited, wherein it was admitted by him that the staff of Applicant had requested Leon Food to adjust the invoices of Respondent in their books of accounts and further raise sale invoices on the Applicant. Relevant extracts of the letter dated 26.08.2019 are reproduced herein as:

“(ii). That one of their staff has communicated the details of fake invoices of M/S. Manpasand Beverages Ltd., to M/S. Leon Food Products Private Limited and requested them to take the same in to their accounts and raise back the fake invoices without actual supply of Goods to M/S. Capricorn Food Products India Limited and to their sister concerned unit M/S. GongluAgro products Ltd, at Nashik, Maharashtra (this office has already communicated the jurisdictional Commissionerate to take up the issue in respect of M/S. GongluAgro products Ltd).

Q.7 Please state the reason why there are no entries of goods received from M/S. Leon Food products private limited, Puttur are present in your inward register for the above said period?

Ans. The supplies shown by M/S. Leon Food products private limited, Puttur for the months of March 2018 and March-2019 to our unit M/S. Capricorn Food Products Limited are mere paper transactions. Since, there is no actual supply of goods from M/S. Leon Food Products Private Limited, Puttur to our unit, the entries of goods received has not been made in our inward register.

Q.9 It is stated by you in the above Question that you have taken into account of invoices sent to your unit without actual receipt of Goods to your unit. So, do you agree that you have taken Input Tax Credit (ITC) on invoices though goods in respect of the invoices have not been received at your unit, which in fact is an ineligible ITC under CGST Act, 2017?

Ans. Yes. We have taken ITC on the above referred invoices though we didn't receive any Goods with respect to these invoices.

Q.13 When the whole transactions are fictitious, please explain how you recover the amount paid by you to M/S. Leon Food products private limited, Puttur as stated above.

Ans. For the invoices raised by M/S. Leon Food Products Private limited to our unit, we have made the payment to them. In turn M/S. Leon Food Products Private limited had made the payment to Manpasand Group, who in turn paid the amount to us, which we initially paid to M/S. Leon Food Products Private limited for the fake invoices.

Q.19 Please again go through the copy of email dt. 23.03.2019 sent from your unit to M/s. Leon Food Products Private limited, Puttur, which was recovered from the unit of M/s. Leon Food Products Private limited, Puttur. The body of the "Please find the list of invoices raised from Manpasand Group in the attachment. Kindly account the same in your books and send the sales invoices to us". Please state the relationship between M/s. Capricorn Food Products Limited with Manpasand Group?

Ans. I have gone through the copy of email dt.23.03.2019 sent from our unit to M/s. Leon Food Products Private limited, Puttur and appended my dated signature on it in token of having seen the same and admit that the said email was sent by one of our office staff to communicate the details of 180 invoices of M/s. Manpasand so that M/s. Leon Food Products Private limited, Puttur can make the adjustment in their books of accounts and in turn to raise back the sale invoices to M/s. Capricorn Food Products Limited. As per my knowledge, we are having business relationship only and we used to supply fruit pulp to Manpasand Group on regular basis and presently we are not supplying any goods to them. On being asked, it is to submit that

employees of Capricorn group only can access the Company Email and not by any outside persons.

Q.20 You have stated that you have supplied goods to M/s Manpasand Group, please state whether you have received the payments for the goods that have been supplied to Mix Manpasand unit?

Ans. For the regular supplies we have received payment from Manpasand. Further, there is still some outstanding amount that we need to get from them.

Q.23 Please state the relationship between M/s. Capricorn Food Products Limited and M/s. GongluAgro Private Limited.

Ans. M/s. GongluAgro Private Limited is a sister concern unit of M/s. Capricorn Food Products Limited which is also a fruit pulp manufacturing unit at Nashik, Maharashtra."

Annexed to the affidavit as Annexure-V is a copy of letter dated 26.08.2019 issued by Office of Commissioner of Central Tax, Tirupati.

- 12.9. It is stated that additionally, the Respondent is in receipt of letter dated 28.06.2019 issued by Office of Commissioner of GST, Nashik, pertaining to the investigation against the Respondent. It was observed that the transactions between M/s. GongluAgro Private Limited and the Respondent were bogus or fake transactions made to appear genuine. At this juncture, it is pertinent to note that M/s. GongluAgro Private Limited ("GongluAgro") is a sister concern of the Applicant and fake invoices and e-way bills were created to show transactions of GongluAgro and the Respondent are genuine. Furthermore, no documentation was found where proper records of the supply of consignment were maintained. The Authority upon gathering such information from their investigation, proceeded further to

investigate the matter in detail. Relevant extracts of the letter dated 28.06.2019 is reproduced herein as:

“During the preliminary Scrutiny of the Outward Gate Registers showing the details of outward movement of goods which includes Name and Contact Number of the Driver, entry and exit time of the Vehicles, details of the Purchaser, Vehicle No., Sign of the Security Guard etc., it was seen that the entries relating to all other Parties/Purchasers during Jan-2019 have been recorded correctly as tallied with some sample e-way bills and Tax Invoices along with Gate Passes. However, the entries relating to M/s Manpasand Beverages lacks all the above details, the only details recorded are the Name of the Party i.e. M/s Manpasand Beverages, Vehicle Number and Sign of the Security Guard. There is no mention of the Time in of the Empty Vehicle and the Time Out of the fully loaded Vehicle. Also, no gate pass was available corresponding to the stock movement in vehicles being supplied to M/s Manpasand beverages. Further, it can be seen that the entries related to Mis Manpasand Beverages are appearing in a continuous sequence and appears to have been created after the case of Fake Invoices was booked against M/s Manpasand Beverages to make it appear that the transactions are genuine. It also appears that the entries of the Outward Register have been created with the fake e-way bills. This is in contrast to the details available in the absence of entries in the Outward Register during the period Nov-2017 when the E-way Bill Provisions were not applicable. The details of movement of consignment to all other Purchasers are available except to the details pertaining to the Tax Invoices raised in favor M/s Manpasand Beverages Pvt Ltd. It can be seen that the contrasting Modus Operandi may be due to the fact that the fake movement of goods was recorded in E-way Bill portal to show that the transactions are genuine.

As per the reference received from Vadodara-11 Commissionerate, no consignment has been received by M/s Manpasand Beverages from M/s GongluAgro. The

same is corroborated from the Outward Register which shows no entries of Consignment/Vehicle Movement from M/s Gonglu to M/s Manpasand Beverages, thus prima facie it appears that the entries made in the register are just an afterthought to make it appear as genuine transactions.”

Annexed to the affidavit as Annexure-VI is a copy of letter dated 28.06.2019 issued by Office of Commissioner of GST, Nashik.

12.10. It is submitted that in furtherance of the observations of the letter dated 28.06.2019, Office of Commissioner of GST, Nashik proceeded to further investigate the matter in detail and pursuant to the same issued another letter dated 24.09.2019. The observations recorded in the said letter are as follows:

- A. The fake invoices of GongluAgro mention the details of vehicles carrying goods to the Respondent and scrutiny of such vehicles revealed that the dealings between GongluAgro and the Applicant are mere paper transactions.
- B. The outward register for the transactions pertaining to Applicant was not even maintained and no information such as vehicle number, container number, seal number, batch code, product name, quantity etc. was recorded.
- C. The invoices were used where same vehicle had transported goods from Applicant to GongluAgro and then from GongluAgro to the Respondent
- D. The entries maintained by M/s. GongluAgro Private Limited for the supply of goods lacks information pertaining to outward movement of goods to the Respondent. These transactions between the Applicant and Respondent were carried out on the basis of fake invoices which show that these were merely paper transactions. Relevant extracts of the letter dated 26.08.2019 is reproduced herein as:

“During the same period in Nov-2017, the invoices pertaining to purchasers other than M/s Manpasand Beverages Ltd have details of Vehicle No, LR No and the round stamp "GongluAgro Pvt Ltd" with "Jaitapur Nashik". The details of the Authorised Signatory & the Designation is also mentioned clearly. This shows that the Invoices of M/s MBL prepared at Nashik as well as Chennai are fake/fraudulent.

iv) Another trend that can be seen is using Invoices with same Vehicle Nos. to transport goods from Capricorn Foods Products India Ltd, Krishnagiri Tamil Nadu and then to transport goods from M/s GongluAgro Private Limited, Nashik to M/s Manpasand Beverages Limited after an interval of 4-5 days (Varanasi, Vadodara, Ambala) in two Wheelers, LCV & Vehicle with less payload. Also, the Vehicles used are repeated on consecutive days in both the cases, proving that such transactions are mere paper transactions. (Reference Table G-Enclosed)

Details of fake Invoices with same vehicle nos. to transport goods from M/s Capricorn Foods Products India Ltd, Krishnagiri, Tamil Nadu and then to transport goods from M/s GongluAgro Pvt. Ltd, Nashik to M/s. Manpasand Beverages Ltd (Varanasi, Vadodara, Ambala) in the same vehicles Le. in the some cases Two Wheelers, LCV & Vehicles with less payload making both the transactions fake. (Reference - Table J).”

Annexed to the affidavit as Annexure-VII is a copy of letter dated 24.09.2019 issued by Office of Commissioner of GST, Nashik.

12.11. It is averred that the Applicant and its associate firms carried out several transactions where bogus and fake invoices were raised without the actual supply of goods to avail ITC. The modus operandi adopted by the Applicant in creating paper transactions also involved transactions with the Respondent.

- 12.12. It is submitted that although the Applicant was taken over by new management pursuant to the Insolvency Proceedings and had restored the present Company Petition (without having valid authorisation), however, the Applicant cannot be absolved for the illegal actions of the previous management, more particularly when the Applicant is relying on transactions of year 2018-19 which have been declared as fake paper transactions by the GST Department.
- 12.13. It is submitted that the Applicant has suppressed the material facts of such glaring circumstances as revealed from the letters 26.08.2019, 28.06.2019 and 24.09.2019 issued by GST Department, that the goods were not supplied to the Respondent Company and the invoices raised were bogus invoices raised by the Applicant. It clearly shows the malafide intention of the Applicant to arm-twist and abuse the process of law in order to take undue advantage of the Respondent Company.
- 13.** Further, an affidavit of **rebuttal** was filed by the Petitioner to the above additional affidavit on 31.10.2025 vide Inward Diary No. D7086, wherein following submissions were made by the petitioner: -

13.1. It is submitted that the name of the Petitioner Company was changed to Rajaram Food Products Private Limited. The authorised signatory is separately filing an application seeking amendment of cause title.

13.2. It is submitted that the attention of the Tribunal is invited to Rule 55 of the NCLT Rules, 2016 in terms of which *no pleadings, subsequent to the reply, shall be presented except by the leave of this Tribunal upon such terms as this Tribunal may think fit.*

- 13.3. It is stated that in terms of Rule 2(19) of the NCLT Rules, "*pleadings*" mean and includes application including interlocutory application, petition, appeal, revision, reply, rejoinder, statement, counter claim, additional statement supplementing the original application and reply statement under these rules and as may be permitted by the Tribunal.
- 13.4. It is further averred that a perusal of the aforesaid definition of pleading would reveal that additional affidavit does not form part of pleading and the documents which are now sought to be relied upon need to be filed along with an application supported by an affidavit. Therefore, on this ground itself the additional affidavit cannot be taken on record.
- 13.5. It is submitted that the allegations in paragraph 5 of the additional affidavit that the Applicant had failed to bring on record the fact that the Applicant had undergone CIRP and that the new management has taken over the Applicant as a going concern. The attention of the Tribunal is invited to the rejoinder filed by the Applicant on 21.08.2025 (relevant paragraph 14) and the same would reveal that the Applicant/Petitioner had mentioned the fact that the SRA has purchased the company as a going concern under a resolution plan process.
- 13.6. It is submitted that the Respondent had filed its reply to the main CP on 06.08.2025 and the documents which are now sought to be relied upon would have been very much available with the Respondent at the time of filing the reply. This itself shows that after taking a categorical stand opposing the admission of the petition on four grounds (i.e. preliminary objection, no admission of debt by the Respondent and pre-existing dispute between parties and misrepresentation and fraud by Petitioner), the Respondent is now attempting to change its stand and rely on new documents which are not even

pleaded in support of the reply. It is the well-established principle of law that no amount of evidence can be looked into without pleading.

- 13.7. With regard to averments in paragraphs 6, the Petitioner has submitted that after the acquisition of the company as a going concern by the SRA, the name of the company was changed to Rajaram Food products only recently i.e. on 20.08.2025. A copy of the Certificate of Incorporation pursuant to change of name is attached to the rebuttal as Annexure R2. The Petitioner herein is separately filing an application for amendment of the cause title.
- 13.8. With regard to averments in paragraphs 6 and 7 of the additional affidavit, it is stated as affirmative that the company petition was filed and signed by one Rahul Jain in 2019. It is the well-established principle of law that the SRA on acquisition of the company as a going concern, steps into the shoes of the erstwhile management and is entitled to pursue, defend or continue with any proceedings in the name of the corporate debtor. Accordingly, the present proceedings are fully maintainable at the instance of the SRA.
- 13.9. With regard to averments in paragraph 8, it is submitted that the said allegation is incorrect and denied. The Respondent is attempting to rely on an order dated 28.01.2025 passed by Joint Commissioner, Central GST and Central Excise, Commissionerate addressed to the Corporate Debtor. An attempt is being made by the respondent to pick and choose certain portions of the order, which has got nothing to do with the present invoices.
- 13.10. It is stated that the averments in paragraphs 9 to 14 do not deserve any consideration in view of the following reasons: -
- a) The proceedings were initiated against the corporate debtor

in respect of violations of the provisions of the GST Act.

- b) Such proceedings were not binding or relevant so far as this Applicant is concerned in as much as the Applicant has acquired Capricorn Food Products India Ltd., as a going concern under the provision of Insolvency and Bankruptcy Code.
- c) The order of the GST is relied upon by the Respondent under the head 'outcome of the investigation' relating to Capricorn Food Products India Ltd., (page 167-169 of the Additional affidavit of Respondent) and a perusal of the same would reveal that one, Shri C. Arugadas vide statement dated 23.08.2019 had admitted that they had carried out paper transactions with respect to purchases made from M/s. Leon Food Products Private Ltd during March 2018 and March 2019 without supply of goods.
- d) Further, it is also seen that one, Shri. Rahul Jain, the then Managing Director of M/s. Capricorn Food Products India Ltd., in his statement dated 04.10.2019 had stated that they had moved the recovery proceedings under NCLT against M/s. Manpasand Beverages Limited for the actual goods supplied which had physically moved and payment of Rs.4.41 crores still remains unpaid in respect of Capricorn Food Products India Ltd.,
- e) Further, during the personal hearings before the GST Authorities, the Chief Managing Director of the corporate debtor had submitted a letter dated 22.01.2025 (page 219 of the Additional Affidavit of the Respondent), stating that the show cause notice is ex-facie bad in law inasmuch as the same has been issued contrary to the facts of the case as well as the provisions of the law. Likewise, Shri Abhishek

Singh had also taken the same position. Even the show cause notice itself which culminated in issue of the order which is now relied upon, is bad in law.

- f) Thus, the documents which are now sought to be relied are not relevant for the purpose of determination of the issues more so when the corporate debtor itself while issuing reply to the demand notice had in no uncertain terms admitted the debt.
- g) With regard to averments in paragraph 15, as mentioned in the preceding paragraph, the Successful Resolution Applicant has taken over the company as a going concern as per the provisions of the Code and therefore is entitled to continue the same.

14. Written submissions came to be filed on behalf of the Operational Creditor on 08.11.2025 via e-mode, and on behalf of the Respondent Corporate Debtor on 10.11.2025 vide Inward Diary No. D7463, which, along with the pleadings and documents placed on record, have been duly taken into consideration.

15. We have heard the arguments of Counsel for the Applicant/Operational Creditor as well as the Ld. Sr. Counsels for the Respondent/Corporate Debtor and have perused the material available on record. The issues which arise for determination are here under: -

- (a) **Issue No.1:** Whether the application is complete and maintainable?
- (b) **Issue No.2:** Whether operational debt as defined under Section 5(21) of the Code exists and whether default under Section 3(12) has occurred for amount exceeding the threshold prescribed under Section 4?
- (c) **Issue No.3:** Whether any pre-existing dispute within the meaning of Section 8(2)(a) of the Code exists?
- (d) **Issue No.4:** Whether the reply dated 13.06.2019 constitutes acknowledgment of debt?
- (e) **Issue No.5:** Whether allegations of bogus invoices and absence of actual supply of goods are tenable at the stage of admission under Section 9?
- (f) **Issue No.6:** Whether the petition is liable to be admitted?

16. On Issue No.1: Whether the application is complete and maintainable?

16.1. The amended application has been filed on 06.11.2025 strictly in the prescribed Form 5 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016 with every column and every part from Part-I to Part-V completely and correctly filled, master data of the Operational Creditor Rajaram Food Products India Limited (formerly Capricorn Food Products India Ltd., CIN U15499TN1998PLC041231) and Corporate Debtor Manpasand Beverages Limited (CIN L15549GJ2010PLC063283) properly annexed, total principal operational debt of Rs. 4,44,15,092 and interest

of Rs. 61,72,156 at the rate of 18% per annum from respective due dates clearly quantified with invoice-wise break-up and interest computation sheet attached. The name of proposed Interim Resolution Professional Mr. Kedar Ramrathan Laddha with full registration number IBBI/IPA-001/IP-P00586/2017-2018/11115 and complete address given along with his written communication in Form 2.

- 16.2. All supporting documents such as purchase orders issued by the Corporate Debtor, GST invoices with tax details, delivery challans mentioning quantity, batch number and vehicle number, running ledger account maintained in the ordinary course of business from 21.03.2018 to 25.03.2019, dishonoured post-dated cheques with bank returning memos, statutory demand notice in Form 3 and Form 4 dated 08.06.2019 with speed post receipts, tracking reports showing delivery to registered office and directors, email proofs, reply dated 13.06.2019, certified bank statement of Kotak Mahindra Bank, and affidavit under Section 9(3)(b) are annexed without leaving any mandatory requirement unfulfilled or any gap whatsoever.
- 16.3. Corporate Debtor raised multiple preliminary objections in its reply dated 11.08.2025 that the bank statement covers only the period from 01.06.2019 to 20.06.2019 while supplies are from 2018-2019, Form 2 is unsigned by the proposed IRP, purchase orders and delivery

challans do not bear signatures of authorised representatives of the Corporate Debtor, and the entire petition is not maintainable because another Section 9 petition was admitted on 24.09.2024 though stayed on 26.09.2024; each objection has been examined in complete detail against the provisions of the Code, Rules and judicial precedents.

- 16.4. The requirement of bank statement under Section 9(3)(c) of the Code is only to demonstrate that the account of the Operational Creditor does not reflect any payment from the Corporate Debtor after issuance of demand notice dated 08.06.2019; the statement covering the immediate period after the demand notice fully serves this limited purpose and the provision is directory in nature as consistently held by various benches of NCLT and NCLAT in several decisions.
- 16.5. Proposal of a particular Interim Resolution Professional is entirely optional for an operational creditor under Section 9 of the Code; even if Form 2 lacks the signature of the proposed IRP, the Tribunal retains full power under the Code and Regulations to appoint any suitable IRP from the panel of IBBI. Therefore this is otherwise only a curable irregularity and cannot result in dismissal of an otherwise complete petition.
- 16.6. The admission order dated 24.09.2024 passed in CP(IB) No. 129 of 2023 was challenged before NCLAT, stayed on

26.09.2024, and the appeal was finally disposed of on 08.08.2025 with complete closure of that CIRP after the deposited amount of Rs. 2,65,00,000 was permitted to be withdrawn by the financial creditor; no other CIRP is pending or subsisting against the Corporate Debtor on the date of hearing.

16.7. The absence of signatures on purchase orders or delivery challans is immaterial because the Corporate Debtor physically received the goods at multiple factories, utilised them in production, issued post-dated cheques as security, and acknowledged the outstanding in writing; the application satisfies every single mandatory requirement of Section 9(3) read with Rule 6 of the Application Rules and is fully complete and maintainable.

17. On Issue No. 2: Whether operational debt exists and default has occurred exceeding the threshold?

17.1. Operational Creditor supplied totapuri mango pulp and guava pulp strictly between 21.03.2018 and 25.03.2019 against written purchase orders issued by the Corporate Debtor from its Vadodara, Varanasi and Ambala units, raised proper GST invoices mentioning quantity, rate, tax, due dates and batch numbers, dispatched the goods through lorries with signed delivery challans containing vehicle numbers and quantity details, and maintained a continuous running ledger account in the ordinary

course of business reflecting credit entries for supplies and debit entries for part payments, leaving final outstanding balance of Rs. 4,44,15,092.

- 17.2. Corporate Debtor received the entire material at its factories, consumed the pulp in manufacturing Mango Sip, Mango Sip TCA and other drinks without raising any rejection or quality complaint at the time of receipt, issued post-dated cheques from Union Bank of India as security which were later dishonoured by IDFC Bank with proper returning memos, and never returned any stock or claimed non-receipt during the entire transaction period.
- 17.3. Statutory demand notice in Form 3 and Form 4 dated 08.06.2019 was served upon the registered office and directors of the Corporate Debtor with complete invoice-wise details and outstanding amount; the reply dated 13.06.2019 admitted the liability, mentioned only the ongoing GST search and seizure operation at head office and plants, and requested time for verification and settlement without denying receipt of goods or existence of debt.
- 17.4. Certified bank statement of Kotak Mahindra Bank confirms that no amount whatsoever was credited from the Corporate Debtor after the demand notice dated 08.06.2019; the total default amount far exceeds the statutory threshold limit U/s 4 of the IBC, 2016.

- 17.5. Default commenced from the respective due dates of each invoice falling between 2018 and 2019 and continues till date; operational debt under Section 5(21) and default under Section 3(12) are proved beyond any doubt on record.
- 17.6. The reply dated 13.06.2019 also operates as fresh acknowledgment under Section 18 of the Limitation Act, 1963, keeping the claim well within limitation period.
- 18. On Issue No.3 and Issue No.4:** Whether pre-existing dispute exists and whether reply dated 13.06.2019 is acknowledgment?

18.1. Corporate Debtor in its reply dated 11.08.2025 and additional affidavit dated 22.09.2025 placed reliance on email dated 19.06.2015 rejecting 1000 cartons of TMP on quality grounds, minutes of meeting dated 10.02.2017 recording visible lumps in two drums and signed by representative of the then Capricorn Food Products India Ltd., email dated 14.01.2017 rejecting mango pulp and guava pulp supplied earlier, email dated 14.02.2019 raising quality concerns for supplies to Vadodara unit, email dated 12.03.2019 admitting short supply of 31.4 MT against purchase order dated 29.01.2019, and email dated 25.03.2019 again complaining of short supply; however, none of these communications were ever sent or copied to the Operational Creditor as formal notice of

dispute or rejection before the statutory demand notice dated 08.06.2019.

- 18.2. No single document on record shows that the Operational Creditor was intimated in writing about any dispute regarding quality, quantity or existence of debt at any point prior to receipt of demand notice dated 08.06.2019; all these documents were produced for the first time after the petition was restored in 2025 and were never raised in the statutory reply.
- 18.3. Statutory demand notice in Form 3 and Form 4 dated 08.06.2019 was duly served upon the registered office and directors of the Corporate Debtor with complete invoice-wise details; the reply dated 13.06.2019 received within ten days records that GST search and seizure was underway at head office and other locations, authorised persons were in custody, verification of accounts was not possible at that moment, cooperation was requested till the search concludes, and a meeting would be fixed thereafter to settle accounts.
- 18.4. The phrase “if any” appearing in the reply dated 13.06.2019 is used only because verification was physically blocked due to ongoing GST raid and custody of key persons, and not as denial of debt when the entire letter is read in proper context; the reply clearly acknowledges receipt of demand notice, admits outstanding liability, and promises payment after

verification.

18.5. No notice of dispute was raised within the statutory ten-day period under Section 8(2) or at any time before 08.06.2019; disputes regarding quality and short supply mentioned for the first time in reply filed on 11.08.2025 and additional affidavit on 22.09.2025 are subsequent defences created after six years and do not qualify as pre-existing dispute under the ratio laid down by the Hon'ble Supreme Court in ***Mobilox Innovations Private Limited v. Kirusa Software Private Limited***.

18.6. Reply dated 13.06.2019 constitutes unconditional acknowledgment of debt under Section 18 of the Limitation Act, 1963 and brings the claim well within limitation period; no pre-existing dispute exists on record.

19. On Issue No.5: Whether allegations of bogus invoices and no actual supply are tenable at admission stage.

19.1. Corporate Debtor placed reliance on GST order dated 28.01.2025 passed by Joint Commissioner, Central GST, Vadodara-II against the Corporate Debtor itself and investigation letters dated 26.08.2019, 28.06.2019, 24.09.2019 recording statements of erstwhile employees and Managing Director Rahul Jain that certain invoices were raised without actual supply of goods, e-way bills showed two-wheelers and auto-rickshaws carrying 20+

tons of pulp which is physically impossible, outward gate registers of sister concern Gonglu Agro Private Limited were manipulated subsequently, and transactions were mere paper entries to avail ineligible input tax credit.

- 19.2. Those findings and statements are strictly confined to circular ITC fraud involving Leon Food Products Private Limited, Vijay Krishna Agro Food Processing Private Limited and certain other parties; the GST order and letters do not declare each and every invoice raised upon Manpasand Beverages Limited between 2018-2019 as bogus or without actual supply of goods.
- 19.3. The Operational Creditor company underwent successful CIRP before NCLT Chennai Bench and resolution plan was approved on 12.07.2023 transferring the company as going concern to Successful Resolution Applicant which stepped into the shoes of the old company with full right to pursue and recover all genuine pre-CIRP dues without being affected by misconduct of erstwhile promoters.
- 19.4. The objection regarding absence of fresh board resolution post-CIRP approval and name change is untenable, as the Successful Resolution Applicant (SRA) acquires the company as a going concern under Section 31, stepping into the shoes of the erstwhile management with full locus to continue pre-CIRP proceedings. The amended petition and separate amendment application suffice for

procedural continuity.

19.5. Present invoices are fully supported by contemporaneous delivery challans with lorry receipt numbers, stock transfer records, batch details and ledger entries maintained in ordinary course of business clearly showing actual dispatch from factory and receipt at Corporate Debtor's units in Vadodara, Varanasi and Ambala.

19.6. Corporate Debtor consumed the entire material in production of Mango Sip and other drinks, issued post-dated cheques as security, and admitted outstanding dues in reply dated 13.06.2019 without ever alleging that invoices are fake or goods never reached the factory during the entire transaction period.

19.7. Section 9 proceeding is summary in nature and does not require detailed trial with evidence, cross-examination and forensic verification of each e-way bill or truck movement at the admission stage; the defence of bogus invoices is not plausible or bona fide and is raised only to defeat a genuine claim

20. On Issue No.6: Whether the petition is liable to be admitted?

20.1. The application is complete in all respects, operational debt far above threshold is proved, default is established beyond doubt, no pre-existing dispute exists, clear

acknowledgment is present in reply dated 13.06.2019, and the defence of bogus invoices is not plausible or bona fide at this stage.

20.2. All conditions prescribed under Section 9(5)(i) of the Code are fully satisfied with no ground existing for rejection of the petition.

20.3. The petition deserves to be admitted and Corporate Insolvency Resolution Process initiated against the Corporate Debtor.

21. Accordingly, in light of the above facts and circumstances, it is, hereby ordered as under:-

(i) The Respondent/Corporate Debtor - **Manpasand Beverages Limited** is **admitted** in Corporate Insolvency Resolution Process under section 9(5) of the Code.

(ii) As a consequence thereof, a moratorium under Section 14 of the 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;*
 - 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 provisions of sub-Section (1) shall however, not apply to such transactions, agreements as may be notified by the Central Government in consultation with any financial sector regulator and to a surety in a contract of guarantee to a Corporate Debtor. The moratorium does not apply to transactions notified by the Central Government, as per Section 14(3)(a) of the IB Code, 2016.*
- (iii) The order of moratorium under section 14 of the Code shall come to 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 the Corporate Debtor under Section 33 of the IBC 2016, as the case may be.
- (iv) However, in terms of Section 14(2) to 14(3) of the Code, the supply of essential goods or services to the Corporate Debtor as may be specified, if continuing, shall not be terminated or suspended, or interrupted during the moratorium period.
- (v) In view of observation in para 16.5, we appoint Mr. Pankaj Khetan, having Registration No. IBBI/IPA-

002/IP-N00010/2016-2017/10014, E-mail ID ippankajkhaitan@gmail.com; Mobile No. 99998-83792 & 93102-01908 AFA valid upto 30.06.2026 as per IBBI site), under section 13 (1)(c) of the Code to act as Interim Resolution Professional (**IRP**). He shall conduct the Corporate Insolvency Process as per the Insolvency and Bankruptcy Code, 2016 r.w. Regulations made thereunder. He shall submit his consent Form-2 along-with Form-B and Registration Certificate within three days.

- (vi) The IRP so appointed shall make a public announcement (e.g., newspapers, websites) under Regulation 6(2) of IBBI Regulations, 2016, of the initiation of the Corporate Insolvency Resolution Process and call for submissions of claims under section 15 within three days of appointment as per Regulation 6 of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, as required by Section 13(1)(b) of the Code.
- (vii) The IRP shall perform all his functions as contemplated, *inter-alia*, by sections 17, 18, 20 and 21 of the Code. It is further made clear that all personnel connected with the Corporate Debtor, its promoters, or any other person associated with the management of the Corporate Debtor are under legal obligation as per section 19 of the Code to extend every assistance and cooperation to the IRP. Where any personnel of the

Corporate Debtor, its promoters, or any other person required to assist or co-operate with IRP, do not assist or cooperate, the IRP is at liberty to make appropriate application to this Adjudicating Authority with a prayer for passing an appropriate order.

- (viii) The IRP is expected to take full charge of the Corporate Debtor's assets and documents without any delay whatsoever within seven days of this order. He is also free to take police assistance in this regard, and this Court hereby directs the Police Authorities to render all assistance as may be required by the IRP in this regard.
- (ix) 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 Code.
- (x) The IRP or the RP, as the case may be, shall submit to this Adjudicating Authority a periodical report with regard to the progress of the CIRP in respect of the Corporate Debtor.
- (xi) We direct the Operational Creditor to pay IRP a sum of **Rs.5,00,000/- (Rupees Five Lakh Only)** in advance exclusive of applicable taxes, within 7 days from the date of this order to meet the initial costs of the CIRP, including issuing public notice and inviting claims, as per Regulation 33(1) of the IBBI (Insolvency Resolution

Process for Corporate Persons) Regulations, 2016. This amount shall be adjustable against the IRP's fees and expenses as approved by the Committee of Creditors (CoC) under Regulation 33(3), with any excess refundable to the Operational Creditor or shortfall recoverable from the Corporate Debtor's estate as CIRP costs.

- (xii) The Registry is directed to communicate this order to the Operational Creditor, Corporate Debtor, and to the Interim Resolution Professional, the concerned Registrar of Companies and the Insolvency and Bankruptcy Board of India after completion of necessary formalities, within seven working days, and upload the same on the website immediately after pronouncement of the order. The Registrar of Companies shall update the Corporate Debtor's Master Data on the MCA portal to reflect its status as 'under Corporate Insolvency Resolution Process' within 7 working days of receiving this order and submit a compliance report to the Registrar, NCLT, within 14 working days.
- (xiii) The public announcement under Regulation 6(2) of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, shall be published in at least one English (national edition) and one vernacular newspaper with wide circulation in the state of the Corporate Debtor's registered office (Gujarat) and on

the Corporate Debtor's website, if any, as per Form A of the said Regulations.

(xiv) The commencement of the Corporate Insolvency Resolution Process shall be effective from the date of this order.

22. Accordingly, this Petition being **CP(IB)/595/9/AHM/2019** is hereby admitted. A certified copy of this order may be issued, if applied for, upon compliance with all requisite formalities.

Sd/-

SANJEEV SHARMA
MEMBER (TECHNICAL)
HG

Sd/-

SHAMMI KHAN
MEMBER (JUDICIAL)