

NATIONAL COMPANY LAW TRIBUNAL

MUMBAI BENCH COURT-V

C.P. No. (IB) 693/MB/C-V/2023

Under Section 7 of the Insolvency and Bankruptcy Code, 2016 read with Rule 4 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016

In the matter of

Assets Care and Reconstruction Enterprise Ltd.

Having registered office at:

2nd Floor, Mohan Dev Building, 13, Tolstoy Marg, New Delhi - 110001.

...Financial Creditor/Petitioner

Versus

Sujyoti Developers Pvt. Ltd

Having registered office at:

Nirmal Lifestyle, 3rd Floor, Multiplex Building, L.B.S. Marg, Mulund (West) Mumbai 400080.

...Corporate Debtor/Respondent

Order pronounced on: - 25.06.2025

Coram:

Hon'ble Sh. Sushil Mahadeorao Kochey (Judicial)

Hon'ble Sh. Charanjeet Singh Gulati (Technical)

Appearances:

For the Financial Creditor: Adv. Saloni Shirkhe (PH)

For the Respondent: Adv. Ashok Paranjpe (PH)

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ORDER

1. The Present Company Petition (IB) 693 (MB)/2023 is filed under Section 7 of the Insolvency and Bankruptcy Code, 2016 (“**IBC/Code**”) read with Rule 4 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016 by **Assets Care and Reconstruction Enterprise Ltd. (“Financial Creditor/Petitioner”)** for initiating Corporate Insolvency Resolution Process (“**CIRP**”) against **Sujyoti Developers Private Limited (“Corporate Debtor/Respondent”)** for a default amount of **Rs. 945,58,10,983/-** as on 31.01.2023 along with interest.

I. Facts as per the Petition & Submission of the Financial Creditor, in brief:

2. The debt in the present case has arisen from the following Corporate Guarantees executed by Corporate Debtor for three facilities which are elaborated as under:

A. NLL Debentures - Rs. 300 crores

- i. Nirmal Lifestyle Limited ('NLL') & IDBI Trusteeship Services Ltd executed a Debenture Trust Deed on 23.09.2016, ('Deed'). IDBI Trusteeship Services Ltd ('Trustee') was appointed as the debenture trustee for the Debentures.
- ii. Under the Deed, NLL issued 300 unlisted, secured, redeemable and nonconvertible debentures on a private placement basis at the nominal value of up to Rs. 1,00,00,000/- each aggregating up to an amount of Rs. 300 Crore ('NLL Debentures').
- iii. Under the said Deed, against the Debentures, Altico Capital India Limited ('Altico') disbursed a total amount

of Rs. 2,90,49,54,000/- in order to, inter alia, refinance NLL's then existing debts and construction of real estate projects etc as stated under the said Deed.

- iv. Under the Deed, NLL issued the NLL Debentures in two series comprising up to Rs. 238,00,00,000/- under Series A and up to Rs. 62,00,00,000 /- under Series B. Pertinently, Altico subscribed to the NLL Debentures issued by NLL amounting to a total principal amount of up to Rs. 2,90,49,54,000/-. The interest on the NLL Debentures was to be serviced by NLL on a quarterly basis commencing from 31.12.2016 whereas the principal amount under the Deed was to be redeemed in 13 structured quarterly installments starting from the end of eight quarters from the date of the initial subscription of the Debentures, with the first principal redemption installment to be paid on 30.09.2018.
- v. The Corporate Debtor provided a corporate guarantee dated 23.09.2016 ('NLL Debentures Guarantee') for guaranteeing the amounts payable in connection with the NLL Debentures.
- vi. By the NLL Debentures Guarantee, the Corporate Debtor undertook to unconditionally and irrevocably pay any amount demanded under the demand notice to the trustee within 7 business days.
- vii. The aforesaid principal amount of Rs. 2,90,49,54,000/- under the NLL Debentures was disbursed in the following manner:

Date of Disbursals	Value of Disbursals

September 26, 2016	Rs. 2,38,00,00,000/-
October 7, 2016	Rs. 24,80,00,000/-
May 4, 2017	Rs. 8,06,00,000/-
June 30, 2017	Rs. 4,13,54,000/-
December 29, 2017	Rs. 15,50,00,000/-
Total	Rs. 2,90,49,54,000/-

B. NLL Loan Facility - Rs. 112 crores

- i. Vide a facility agreement dated 10.01.2019 (“NLL Loan Facility Agreement”) an amount of Rs. 112,00,00,000/- was advanced to NLL by Altico for the purposes mentioned therein (“NLL Loan Facility”). Accordingly, the amounts were disbursed to NLL under the NLL Loan Facility as follows:

Date of Disbursals	Value of Disbursals
January 10, 2019	Rs. 86,00,00,000/-
January 25, 2019	Rs. 12,50,00,000 /-
June 29, 2019	Rs. 5,49,00,000 /-
Total	Rs. 1,03,99,00,000 /-

- ii. NLL under the said NLL Loan Facility was required to service the interest on the NLL Loan Facility on a quarterly basis commencing from 31.03.2019 and repay the principal amount under the NLL Loan Facility in 11 structured quarterly installments commencing from 30.06.2022 in accordance with the terms therein.

- iii. The Corporate Debtor issued a corporate guarantee dated 10.01.2019 ('NLL Loan Guarantee') for guaranteeing the amounts payable under the debt disbursed under the NLL Loan Facility.

C. NLHPL Loan Facility - Rs. 128 Crores

- i) On 27.03.2019, vide another Facility Agreement an amount of Rs. 128,00,00,000/- was advanced to Nirmal Lifestyle Holding Private Limited (NLHPL) by Altico for the purposes mentioned therein ("NLHPL Loan Facility"). NLHPL under the said NLHPL Loan Facility was required to service the interest on the NLHPL Loan Facility on a quarterly basis commencing from 31.03.2019 and repay the principal amount under the NLHPL Loan Facility in 11 structured quarterly installments commencing from 30.06.2022 in accordance with the terms therein.
- ii) Accordingly, Rs. 90,21,00,000/- was disbursed to NLHPL as follows:

Date of disbursals	Amount of disbursals
March 29, 2019	Rs. 87,50,00,000/-
June 29, 2019	Rs. 2,71,00,000/-
Total	Rs. 90,21,00,000 /-

- iii) The Corporate Debtor also issued a corporate guarantee dated March 27, 2019 ('NLHPL Loan Guarantee') in connection with the debt disbursed under the NLHPL Loan Facility.

iv) The parties also executed a Modified Indenture of Mortgage dated 27.03.2019 wherein the Corporate Debtor also mortgaged all rights, title, interest and benefit in the Kalyan Land as described therein.

3. It is submitted that the Corporate Debtor provided guarantees for loans obtained by Nirmal Lifestyle Limited ('NLL') and Nirmal Lifestyle Holding Private Limited ('NLHPL') as follows:

- a. Guarantee 1 served as surety for the repayment of the debenture subscribed by Altico Capital India Ltd ('Erstwhile Creditor') and issued by NLL ('Debenture Facility').
- b. Guarantee 2 secured the repayment of a loan facility of Rs. 112 Crores extended by the Erstwhile Creditor to Nirmal Lifestyle Limited ('NLL Facility').
- c. Guarantee 3 ensured the repayment of a loan facility of Rs. 128 Crores taken by NLHPL from Erstwhile Creditor (referred to as the 'NLHPL Facility'). (Collectively, these are referred to as the 'Facilities').

4. It is also stated that Defaults under the Facilities occurred as follows:

A. Debenture Facility

- i. NLL continued to pay the principal and interest installments for the quarters ending on 31.12.2018, and 31.03.2019, with a delay of approximately 3 months each.
- ii. However, it defaulted on its obligation for the quarter ending on 30.06.2019.
- iii. Consequently, on 17.07.2019, a payment default notice was issued to NLL.
- iv. Thereafter, an Acceleration and Enforcement Notice was issued 06.11.2019.

- v. Subsequently, the Guarantee 1 was invoked on 11.11.2019.

B. NLL Facility

- i. NLL defaulted in servicing the interest for the quarter ending on 30.09.2019. Subsequently, an Acceleration and Enforcement Notice was issued on 26.11.2019
- ii. Thereafter, the Guarantee 2 was invoked on 27.11.2019.

C. NLHPL Facility

- i. NLHPL failed to service the interest for the quarter ending on 30.09.2019.
- ii. Consequently, Notice of Payment Default was issued on 05.11.2019 and 06.11.2019.
- iii. Thereafter, an Acceleration and Enforcement Notice was issued to NLHPL on 26.11.2019.
- iv. Subsequently, the Guarantee 3 was invoked on 27.11.2019.

5. It is also submitted that after invoking the Guarantees, the Erstwhile Creditor under Assignment Agreement dated 04.03.2021, assigned the debts due and payable under the Guarantees and Facilities to the present Financial Creditor, Assets Care and Reconstruction Enterprise Ltd and such assignment includes the Debenture Facility as also Loan Facilities.

6. After executing the Assignment Agreement, the Financial Creditor signed consent terms dated 05.08.2021 ('Consent Terms'), which inter alia provided that if the Debtors failed to comply, the entire Facilities obligation would be reinstated, and the Financial Creditor would recover debts under the Guarantees under Clause 8 of the Consent Terms. Moreover, under the Consent Terms – i) the Financial Creditor was to be provided additional collateral having a value of at least Rs. 45 crores by the designated due date and ii) the Financial Creditor was to receive Rs. 40 crores within 6 months, in addition to the Rs. 10 Crores paid at the

execution of the Consent Terms. However, the Consent Terms were defaulted and breached due to non-compliance of the above terms.

7. Consequently, the Financial Creditor issued a Default Notice on 24.02.2022, for failing to pay the second tranche of Rs. 40 Crores and creating security as mandated in Clause 7(b) of the Consent Terms. As no further sums of monies were received by the Financial Creditor, a Termination Letter under Clause 8(a) of the Consent Terms was issued on 03.03.2022 ('Termination Letter'). Due to default in Consent Terms, under Clause 8 of the Consent Terms, the Guarantees stood revived and the present Company Petition came to be filed against the Corporate Debtor.
8. It is submitted that the Corporate Debtor has in its Affidavit in Reply dated 07.11.2023, not denied the disbursal, utilization and default under the Facilities nor has it denied its obligations to pay under the Guarantees.
9. The Financial Creditor submits that the Petition ought to be admitted as the Corporate Debtor has not denied the disbursal, utilization, or default under the Facilities, nor has it contested its obligations/liability under the Guarantees. Further, the Consent Terms explicitly preserve the Financial Creditor's right to enforce existing securities upon default, which occurred when the second tranche payment was missed.

II. **Submission of the Corporate Debtor, in brief:**

10. It is submitted that the captioned Petition is not maintainable as the same is barred by limitation. Section 238-A of the Code read with Article 137 of the Limitation Act, 1963 ["Act"] provides that Section 7 Petition is required to be filed within three years from the date when the right to apply accrues i.e., upon the occurrence of default. In the present case, the Petitioner sent the Guarantee Invocation Notice and Demand Certificate to the Respondent on 27.11.2019 calling upon the Respondent to repay the purported outstanding debt due to it within 7

days from the date of the Demand Notice which fell on 04.12.2019. Whereas the present Petition came to be filed before this Tribunal on 06.07.2023 after a delay of almost 7 months beyond three years. Hence, the same is liable to be dismissed at the very outset for being filed beyond the limitation period.

- 11.** It is submitted that the IDBI Trusteeship Service Ltd. filed Company Petition No. 4412 of 2019 against NLL for an alleged default under the DTD and Facility Agreement-I. Further, Altico filed Company Petition No. 4475 of 2019 against NLHPL for an alleged default under Facility Agreement-II.
- 12.** It is submitted that vide Consent Terms dated 05.08.2021 ("Consent Terms") executed by and between the Petitioner, NLL, Altico, NLHPL, IDBI Trusteeship Services Ltd and Mr. Dharmesh Jain (promoter of NLL), it was mutually agreed by and between the said parties that paying the outstanding amount with respect to DTD, Facility Agreement-I and Facility Agreement-II shall be the joint and several liability of NLL, NLHPL and Mr. Dharmesh Jain and the same shall be paid as per the payment Schedule:

Tranche	Amount	Time Period
1	INR 10 Crores	Paid upon execution of the Consent Terms
2	INR 40 Crores	On or before the expiry of 6 months from the date of the Consent Terms
3	INR 100 Crores	On or before the expiry of 12 months from the date of the Consent Terms
4	INR 189 Crores	On or before the expiry of 18 months from the date of the Consent Terms
Total	INR 339 Crores	

- 13.** It is submitted that the Consent Terms were allegedly terminated by the Petitioner herein vide notice dated 03.03.2022 and thus, the whole outstanding amount under the DTD, Facility Agreement-I and Facility Agreement II became due and payable.

14. Assuming without admitting that the whole outstanding amount under the DTD, Facility Agreement-I and Facility Agreement-II became due and payable upon breach of the Consent Terms, it is submitted that having executed the Consent Terms and then terminating the same on 03.03.2022, it was incumbent upon the Petitioner herein to issue a fresh notice invoking the guarantees given by the Respondent under the said Deeds of Guarantee and only in case of failure by the Respondent to pay the amounts mentioned therein, would there be a 'default', necessitating the present Company Petition.
15. It is submitted that the Consent Terms were electronically filed on the online portal of this Tribunal on 05.08.2021. However, this Tribunal refused to take the Consent Terms on record or consider the same, and proceeded to pass order dated 05.08.2021 in Company Petition No. 4412 of 2019 admitting NLL into CIRP.
16. Subsequently an Interlocutory Application No. 2938 of 2021 was filed seeking recall of the Admission Order and vide Order dated 09.02.2022 the said Admission Order was withdrawn, releasing NLL from the rigours of the Code and the consequent moratorium.
17. Under the circumstances, moratorium under Section 14 of the Code continued from 05.08.2021 up to 09.02.2022 against NLL and though as per the Consent Terms certain amounts were jointly payable by NLL and NLHPL, to the Petitioner as mentioned hereinabove, it was only on 09.02.2022, i.e. the date of the Withdrawal Order that NLL was released from the moratorium under Section 14 of the Code.
18. It is submitted that for computation of time and/or limitation, the period under CIRP shall be excluded as provided under Section 60(6) of the Code. The Respondent also placed reliance on the decision of Hon'ble Supreme Court in ***New Delhi Municipal Council v. Minosha India Limited (Civil Appel No. 3470 of 2022 decided on 27th April 2022)***, in this regard.

- 19.** It is submitted that the alleged breach of Consent Terms dated 05.08.2021 has no bearing in the present case as the same was executed among the Principal Borrowers Nirmal Lifestyle Limited ["NLL"] and Nirmal Lifestyle Holding Private Limited ["NLHPL"] ["Principal Borrowers"] and the Security Trustee IDBI Trusteeship Services Limited ["IDBI"] and the Creditor i.e., the Petitioner. The Respondent herein was not a party to it. Therefore, as per Section 133 of the Indian Contract Act, 1872, the Respondent stands discharged due to variance in the terms of the original contract without its consent.
- 20.** It is submitted that the Respondent herein had given a joint as well as several corporate guarantee along with its another sister concern Nirmal Lifestyle Kalyan Private Limited ["NLKPL"] to the Petitioner for the debt of the Principal Borrowers herein. NLKPL is already undergoing CIRP before Bench-IV of this Tribunal. Its Resolution Plan has already been approved by the CoC with 89.20% votes and the Petitioner herein holding the majority voting percentage in NLKPL's CoC of about 60% has voted in favour of the Plan and approval of the Resolution Plan is awaited.
- 21.** It is submitted that the Petitioner is seeking admission of the Company Petition on the ground that NLL and NLHPL failed to abide by the 2nd tranche of the Consent Terms, which as per the Petitioner, was due and payable on or before 05.02.2022, without considering the fact that NLL was still under CIRP as per the Admission Order on the said date.
- 22.** Respondent also submitted that the Resolution Plan of NLKPL would have bearing in this case which is before the Court-III of this bench. It is also submitted that the Petitioner is seeking admission of the Company Petition on an alleged default of the Consent Terms jointly by NLHPL and NLL, when the said Consent Terms were purportedly terminated by the Petitioner itself and the present Petition filed by the Financial Creditor is nothing but an abuse of the process of law, is not maintainable and liable to be dismissed, with imposition of exemplary costs.

III. Observations & Findings-

- 23.** We have heard the Ld. Counsel for the parties and perused the documents available on record. The case of the applicant is that it is a Financial Creditor of the Corporate Debtor by virtue of three corporate guarantees executed by the Corporate Debtor, wherein debts were assigned to the applicant vide Assignment Agreement dated 04.03.2021. The applicant claims default of Rs. 945,58,10,983/- under the said guarantees pertaining to facilities aggregating Rs. 540 crores granted to NLL and NLHPL. The guarantees were invoked in November 2019 upon defaults by the principal borrowers. Consent Terms dated 05.08.2021 were executed for settlement, which were terminated on 03.03.2022 due to non-compliance, thereby reviving the applicant's rights under the guarantees.
- 24.** Per contra, the Corporate Debtor has taken the following taken defences:
- a. Consent Terms override and supersede the invocation of Guarantees:
 - i. The Consent Terms outlined a payment plan involving NLL and NLHPL, making them jointly and severally liable for the payments. The Corporate Debtor not being a party to these Consent Terms cannot be fastened with liability for the breach under the Consent Terms.
 - ii. Further, even if the Consent Terms were terminated, the Financial Creditor failed to issue a fresh notice invoking guarantees against the Respondent, which is a prerequisite for establishing default.
 - b. Illegal Termination of Consent Terms:

- i. The Corporate Debtor contends that the termination of the Consent Terms by the Financial Creditor on March 3, 2022, was unlawful, premature, and invalid.
 - ii. It contends that NLL was under a moratorium pursuant to its CIRP until 09.02.2022. Therefore, payments under the Consent Terms could not have been enforced during this period.
- c. The Petition is barred by the Law of Limitation.
 - d. Improper Use of the Code.
 - e. No Default by Corporate Debtor

25. After careful examination of the documents available on record, we find that Clause 8 of the Consent Terms explicitly states that upon default, the Financial Creditor is entitled to exercise all rights under existing security, including the Guarantees. Since, there is an admitted default under the Consent Terms, the Financial Creditor's enforcement of the Guarantees is legally tenable and enforceable against the Corporate Debtor. Thus, the Corporate Debtor's contention that Consent Terms override the Guarantees is not sustainable.

26. With respect to the contention of the Corporate Debtor that it has been released from performing its obligations because the principal borrowers i.e. NLL and NLHPL executed the Consent Terms without notice to the Corporate Debtor, it is pertinent to note that:

- a. By virtue of Clauses 5, 6, and 8.1 of Guarantee 1, Clause 8 of Guarantee 2, and Clause 8 of Guarantee 3, the Corporate Debtor has expressly consented to not be released from its obligations, even if the principal borrowers enter into any agreement with the creditor. Moreover, the Guarantees explicitly stipulate that they will remain in effect

irrespective of such arrangements and are continuing guarantees and binding upon the Corporate Debtor.

- b. In this regard, it is important to note the judgement of the Hon'ble NCLAT in the case of **State Bank of India v Gourishankar Poddar**, has been held in para 46 that "*In the present case both deed of guarantees grant waiver from Section 133 in case of variance, hence, such variance would not lead to discharge of the surety...* ".
- c. Consequently, the Corporate Debtor's assertion that it is absolved of its obligation under the Guarantees because of the execution of the Consent Terms conflicts with the explicit provisions of the Guarantees themselves, which the Corporate Debtor voluntarily consented to.

27. The Corporate Debtor's contention that the termination of the Consent Terms was illegal and premature due to NLL being under moratorium is fundamentally flawed for several reasons, which are as under:

- a. Under the Consent Terms dated 05.08.2021, the obligation to pay was jointly and severally on both NLL and the NLHPL. Notably, it is not the case of the Corporate Debtor that NLHPL was experiencing insolvency during this period. Consequently, NLHPL had the capacity and responsibility to make the payments as mandated under the Consent Terms, irrespective of NLL's moratorium status.
- b. Moreover, the Corporate Debtor's argument is further contradicted by the Nirmal Group's own conduct. The group had already paid the first tranche under the Consent Terms amounting to Rs. 10 crores from October 2021 to February 2022. Significantly, even during this period, NLL was undergoing moratorium. Therefore, it is evident that the moratorium was not considered an impediment to

disbursing monies under the Consent Terms by the Nirmal group itself.

- c. Thus, the Corporate Debtor cannot selectively apply the moratorium provisions to avoid its obligations. Having already made payments during the moratorium period for the first tranche, it cannot now claim that the moratorium prevented compliance with the second tranche. Therefore, the said contention of the Corporate Debtor that the termination of the Consent Terms was illegal due to NLL being under moratorium is unfounded.

28. Further, the Corporate Debtor, during the course of arguments also contended that the Petition is barred by the Law of Limitation. In this regard, it deserves to be appreciated that the present Petition was filed on 15.04.2023 and the same is well within the limitation period, as:

- a. Guarantee 1 was invoked on 11.11.2019, and Guarantee 2 and 3 were invoked on 27.11.2019.
- b. However, it is important to note that the Hon'ble Supreme Court in ***In Re: Cognizance for Extension of limitation registered as SuoMoto Writ Petition (C) No. 3/2020*** has explicitly directed that the period from 15.03.2020 to 28.02.2022, shall be excluded when computing the period of limitation for filing any suit, appeal, application, or proceeding due to COVID-19. The same has not been considered by the Corporate Debtor while raising the said contention.
- c. Thus, once the exclusion period of approximately 1 year and 11.5 months is applied, considering the dates of invocation of Guarantees being 11.11.2019 and 27.11.2019, the present Petition filed on 15.04.2023 is well within the prescribed limitation period of 3 years from the date of its

invocation. Therefore, the contention of the Corporate Debtor that the present Petition is barred by limitation ought to be rejected.

29. Furthermore, the Corporate Debtor's contention that the Financial Creditor is misusing the IBC as a recovery mechanism is entirely misconceived. The present Petition has been filed strictly in accordance with Section 7 of the IBC, which provides a statutory right to a Financial Creditor to initiate insolvency proceedings against a Corporate Debtor upon the occurrence of a default. It is settled law that once a default is established, the financial creditor has the right to trigger the insolvency process. The Corporate Debtor's characterization of this legitimate exercise of statutory rights as 'recovery' is an attempt to evade its legal obligations.
30. In view of the facts and circumstances of the case and discussions hereinabove, we find that the Financial Creditor has successfully established the existence of debt, default. Further, the amount stated to be due in this case is above the threshold limit as stipulated under Section 4 (1) and the present Petition has been filed well within the limitation period. Thus, in view of the settled law wherein the Hon'ble Supreme Court in the matter of ***M/s. Innoventive Industries Ltd. vs. ICICI Bank 2018 (1) SCC 407***, has been pleased to hold as under-

“28. The moment the adjudicating authority is satisfied that a default has occurred, the application must be admitted unless it is incomplete, in which case it may give notice to the applicant to rectify the defect within 7 days of receipt of a notice from the Adjudicating Authority. Under sub-section (7), the Adjudicating Authority shall then communicate the order passed to the Financial Creditor and Corporate Debtor within 7 days of admission or rejection of such application, as the case may be.”

31. Therefore, the present Company Petition bearing no. 693 of 2023 is hereby **admitted** by passing the following order:

ORDER

- a) The above Company Petition No. 693/IBC/MB/2023 is hereby allowed and initiation of Corporate Insolvency Resolution Process (CIRP) is ordered against **Sujyoti Developers Private Limited**.
- b) The Petitioner has proposed the name of **Mr. Manish Motilal Jaju**, having Registration No. **IBBI/IPA-001/IP-P00034/2016-17/10087** and email Id: **mmjaju76@gmail.com** as Interim Resolution Professional. The IRP as proposed by the Petitioner is hereby appointed as the IRP to conduct the Insolvency Resolution Process as mentioned under the Insolvency & Bankruptcy Code, 2016.
- c) The Petitioner shall deposit an amount of Rs. 5 Lakhs towards the initial CIRP costs by way of a Demand Draft drawn in favour of the Interim Resolution Professional appointed herein, immediately upon communication of this Order. The IRP shall spend the above amount towards expenses and not towards fee till his fee is decided by CoC.
- d) That this Bench hereby declare moratorium in terms of Section 14 of Insolvency and Bankruptcy Code, 2016 prohibiting 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; transferring, encumbering, alienating or disposing of by the corporate debtor any of its assets or any legal right or beneficial interest therein; 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 Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002; 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) That the order of moratorium shall have effect from the date of pronouncement of this order till the completion of the corporate insolvency resolution process or until this Bench approves the

resolution plan under sub-section (1) of section 31 or passes an order for liquidation of corporate debtor under section 33, as the case may be.

- f)** That the supply of essential goods or services to the Corporate Debtor, if continuing, shall not be terminated or suspended or interrupted during moratorium period.
- g)** That the provisions of sub-section (1) of Section 14 shall not apply to such transactions as may be notified by the Central Government in consultation with any financial sector regulator.
- h)** That the public announcement of the corporate insolvency resolution process shall be made immediately as specified under section 13 of the Code.
- i)** During the CIRP period, the management of the Corporate Debtor will vest in the IRP/RP. The board of directors of the Corporate Debtor shall stand suspended. The members of the suspended board of directors and the employees of the Corporate Debtor shall provide all documents in their possession and furnish every information in their knowledge to the IRP/RP.
- j)** Registry shall send a copy of this order to the Registrar of Companies, Mumbai, for updating the Master Data of the Corporate Debtor.
- k)** Accordingly, **C.P. No. 693/IBC/MB/2023** is **admitted**.
- l)** The Registry is hereby directed to communicate this order to both the parties and to IRP immediately.

Sd/-

CHARANJEET SINGH GULATI
MEMBER (TECHNICAL)

Sd/-

SUSHIL MAHADEORAO KOCHEY
MEMBER (JUDICIAL)