

**NATIONAL COMPANY LAW TRIBUNAL**  
**NEW DELHI BENCH (COURT-II)**

**(IB)-351(ND)/2022**

**IN THE MATTER OF:**

**Mr. Rahul Chaudhry,  
R/o- C-34, Friends Colony (East)  
New Delhi-110065**

**...Financial Creditor**

**VERSUS**

**M/s PSB Industries (India) Private Limited  
Registered Office at :  
Basement 185, K-3, Sarai Jullena,  
Lotus Pond Road, New Delhi-110025**

**...Corporate Debtor**

*Under **Section 7** of the Insolvency and Bankruptcy Code, 2016 r/w Rule 4 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016.*

**Order Delivered on: 28.07.2022**

**CORAM:**

**SHRI. DHARMINDER SINGH, HON'BLE MEMBER (JUDICIAL)**

**SHRI. L. N. GUPTA, HON'BLE MEMBER (TECHNICAL)**

**PRESENT:**

**For the Applicant** : Mr. Ekansh Mishra, Advocate

**For the Respondent** : Ms. Swaralipi Deb Roy, Advocate



## ORDER

### PER SHRI L. N. GUPTA, MEMBER (T)

Mr. Rahul Chaudhry (for brevity the '**Financial Creditor**') has filed the present Petition under Section 7 of the Insolvency and Bankruptcy Code, 2016 (for brevity '**IBC, 2016**') read with Rule 4 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016 with a prayer to initiate the Corporate Insolvency Resolution process against the M/s. PSB Industries (India) Private Limited (for brevity the '**Corporate Debtor**').

2. The Corporate Debtor namely, M/s. PSB Industries (India) Private Limited is a Company incorporated on 21.05.1981 under the provisions of the erstwhile Companies Act, 1956 with CIN U7899 DL1981PTC011776, having its registered office at Basement 185-K-3, Sarai Jullena Lotus Pond Road, New Delhi 110025, which falls within the jurisdiction of this Tribunal.

3. The Authorised Share Capital is of Corporate Debtor Company is Rs. 25,00,000/- and Paid-up Share Capital of the Company is Rs. 1,28,000/- as per the Master Data annexed at page 20 of the Application.

4. It has been submitted by the Applicant that it had executed a short-term loan agreement dated 24.09.2021 with the Corporate Debtor, whereby the Applicant had disbursed the loan amount of Rs.



1,00,00,000/- (One crore) only to the Corporate Debtor payable at the rate of 15% per annum or 1.25 % per month until 24.12.2021. The Loan agreement has been placed on record. The details of the debt due and default made by the Corporate Debtor are submitted by the Applicant in part IV of the Application, the relevant extract of which are reproduced below :

**PART-IV**

<b>PARTICULARS OF FINANCIAL DEBT</b>	
1.	<p>TOTAL AMOUNT OF DEBT GRANTED DATE(S) OF DISBURSMENTS</p> <p><b><u>Debt Amount:</u></b> Rs.1,00,00,000/-</p> <p><b><u>Date of disbursements:</u></b> 01.9.2021- ₹ 50,00,000/- 14.9.2021 - ₹ 10,00,000/- 24.9.2021- ₹ 40,00,000/- <b>Total: 1,00,00,000/-</b></p> <p>Relevant extract Bank Statement of the Financial Creditor showing disbursement of Loan Amount to the Corporate Debtor is annexed herewith and marked as <b><u>Annexure A-3</u></b></p>



2.	AMOUNT CLAIMED TO BE IN DEFAULT AND THE DATE ON WHICH THE DEFAULT OCCURRED (ATTACH THE WORKINGS FOR COMPUTATION OF AMOUNT AND DAYS OF DEFAULT IN TABULAR FORM)	Total Debt: ₹ 1,05,87,500/- [Loan amount of ₹ Rs. 1,00,00,000/- and Rs. 5,875,500/- interest until 28.2.2022.] <b><u>Date of Default: 24.12.2021</u></b>  The Applicant sent reminders through email on 17.11.2021, 03.01.2022, 19.1.2022, 28.2.2022 and 13.03.2022, calling upon the Corporate Debtor to discharge its financial debt under the Agreement, but to no avail. A copy of email dated 17.11.2021, 3.1.2022, 19.1.2022, 28.2.2022 and 13.3.2022 issued by the Financial Creditor to Corporate Debtor are annexed herewith as <b><u>Annexure-A-4 (Colly)</u></b>
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5. It is further stated by the Applicant that the CD has failed to repay the interest as per the terms of the loan agreement, for which the Applicant had issued a reminder email dated 17.11.2021 and called upon the CD to comply with the terms of the Agreement and pay the interest as due.

6. It is submitted that on receipt of the aforesaid e-mail dated 17.11.2021, the CD orally assured the Applicant that it would make the payments as per the terms of the loan agreement shortly.

7. It is further submitted that when no payment was received from the Corporate Debtor, the Applicant had sent repeated emails dated 03.01.2022, 19.01.2022, 28.02.2022 and 13.03.2022 to the CD asking for repayment of the Loan amount along with the interest amounting to Rs. 1,05,87,500/- (Rupees One crore five lakhs eighty-seven thousand and five hundred only) as on 28.02.2022 but the CD did not make any payment. Accordingly, the Applicant has preferred the present Petition which was registered on 12.05.2022.

8. From the perusal of the pleadings, it is evident that the total unpaid financial debt claimed by the Applicant amounts to Rs. 1,05,87,500/- (Rupees One crore five lakhs eighty-seven thousand and five hundred only), which is due and the date of default relied by the Applicant is 24.12.2021.



9. Further in order to establish the Applicant being as Financial Creditor, it has placed the following documents on record:

- a) The copy of the Bank statement of the Applicant showing the disbursement of short-term loan to CD as Annexure A-3 at page 21-22 of the application.
- b) The copies of the reminder of emails dated 17.11.2021, 03.01.2022, 19.01.2022, 28.02.2022 and 13.03.2022 as Annexure A-4 at page 23-27 of the Application.
- c) The copy of the loan agreement along with promissory note executed by CD as Annexure A-6 at page 30-35 of the application.
- d) The Copy of Form-26AS drawn by applicant under his PAN showing the TDS on interest by the CD as AnnexureA-7 at page 36-40 of this application.
- e) The Record of Financial Information of NESL in Form-C, as Annexure A-5 at page No. 28-29 of the application, which is reproduced overleaf :



NATIONAL E-GOVERNANCE SERVICES LIMITED  
राष्ट्रीय ई-गवर्नेंस सर्विसेज लिमिटेड

ANNEXURE A5

28

**Record of Financial Information - Form C**

Unique Debt Identifier: ADEPC5552E\_002

Submission ID: 1

Submitted by RAHUL CHAUDHRY

Information as on 16/03/2022

Submitter Information			
Name	RAHUL CHAUDHRY	UIN (PAN)	ADEPC5552E
Relationship	creditor	Comm. Address PIN	110065
DOI / DOB	13/04/1971	Mobile No.	8xxxxxxx8
Billing / Comm. Address	C 34 FRIENDS COLONY EAST	Email ID	*****@gmail.com
Email ID - Dispute Alert	*****@gmail.com	Email ID - Default Alert	*****@gmail.com

Other Party Details			
Debtor			
Name	PSB INDUSTRIES INDIA PVT LTD	Relationship	debtor
Regd. / Permanent Address	Basement 185-K-3, SARAI JULLENA LOTUS POND ROAD NEW DELHI	Regd. Address PIN	110025
Billing / Comm. Address	Basement 185-K-3, SARAI JULLENA LOTUS POND ROAD NEW DELHI	Comm. Address PIN	110025
Legal Constitution	PVTL	DOI / DOB	21/05/1981
CIN/LLPIN	U74899DL1981PTC011776	PAN	AAACP0009M
MSME Flag	N	Contact Person Name	AJAY DANDONA
Mobile No.	9958062500	Alternative Mobile No.	9717118717
Email ID	rschawla191250@gmail.com	Alternative Email ID	psbindustries1981@gmail.com
Party Sanctioned Currency	INR	Party Sanctioned Limit	100.00

Debt Information			
Type of debt	financial	Debt Reference No.	002
Creditor Location	DELHI	Debt Contract Date	24/09/2021
Debt Start Date	24/09/2021	Debt Currency	INR
Sanction Currency	INR	Sub Type - Debt	TLON
Funded Type	Non-fund	Security Flag	unsecured
Sanctioned Amount	100.00	Facility Name	SHORT TERM LOAN
Repayment Frequency	monthly	Rate of Interest	15%
Lending Arrangement	others	Total Outstanding Amount	1058.87
Amount Overdue	1058.87	Principal Outstanding	100.00
Interest Outstanding	58.87	Days Overdue	82



29

Account Closed Flag	no	Tenure	3.00
Expiry Date	24/12/2021	Part-A Remarks	THE DEBTOR HAD TAKEN A SHORT-TERM LOAN OF RS 10000000 FROM THE CREDITOR VIDE SHORT-TERM LOAN AGREEMENT DATED 24.09.2021 AS INTEREST-BEARING @ 15% P.A., PAYABLE MONTHLY FROM 24.09.2021 UNTIL 24.12.2021 OR LATEST BY 31.12.2021 AFTER DEDUCTION OF TDS. THE DEBTOR HAS FAILED TO PAY INTEREST WEF OCT 2021

Default Details			
Date Of Default	24/10/2021	Days Past Due	82
Default Amount	1058.87	Total Outstanding Amount	1058.87

Digitally Signed By: RAHUL  
CHAUDHRY  
Date: 2022.03.16.18.30.27  
IST

10. That the corporate debtor has filed its Reply on 27.06.2022 and stated that it had informed the Applicant about the financial crisis faced by the CD and for which it could not repay the loan instalments timely.



11. Further, it is stated that the Respondent had conducted a meeting on 15.03.2022 with the Applicant, wherein the Respondent sought some time for making the repayment to the Applicant. It has been added that despite the request made in the meeting, the applicant has filed the present application within 01 month.

12. It is further stated by the respondent that the applicant herein has concealed the material fact in the application that the Respondent had assured them to pay the debt within a period of 02 months.

13. Further, the Respondent has stated that they have *bona fide* intention to repay the entire amount due and they had sought some more time to overcome their financial crisis and make the entire repayment after improvement in their business operations.

14. After hearing the submissions of both the parties and perusing the pleadings placed on record, this Bench observes that the Corporate Debtor/Respondent in its reply has clearly admitted its default in making repayment of the financial debt in terms of the loan agreement executed between the parties.

15. Therefore, in the given facts and circumstances, the present Application being complete and the Applicant having established the existence of financial debt and default in repayment of the Financial Debt for the default amount being above the threshold limit, **the present Application is admitted in terms of Section 7(5) of the IBC and accordingly, moratorium is declared in terms of Section 14 of**



**the Code.** As a necessary consequence of the moratorium in terms of Section 14(1) (a), (b), (c) & (d), the following prohibitions are imposed, which must be followed by all and sundry:

- “(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 Securitization 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.”

16. As proposed by the Financial Creditor, this Bench appoints Mr. Man Mohan Vij as IRP having IBBI/IPA-001/IP-P01326/2018-19/12099 (Email: mm\_vij@yahoo.co.in) having Mobile No. 9818403768 subject to the condition that no disciplinary proceedings



are pending against the IRP so named and disclosures as required under IBBI Regulations, 2016 are made by him within a period of one week. This Adjudicating Authority further orders that :

*“Mr. Man Mohan Vij as IRP having Registration No. IBBI/IPA-001/IP-P01326/2018-19/12099) (Email: mm\_vij@yahoo.co.) is directed to take charge of the CIRP of the Corporate Debtor with immediate effect. The IRP is directed to take the steps as mandated under the IBC specifically under Section 15, 17, 18, 20 and 21 of IBC, 2016.”*

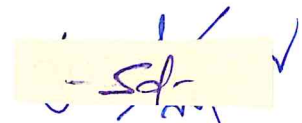
17. The Financial Creditor is directed to deposit Rs. 2,00,000/- (Two Lakh only) with the IRP to meet the immediate expenses. The amount, however, will be subject to adjustment by the Committee of Creditors as accounted for by Interim Resolution Professional and shall be paid back to the Financial Creditor.

18. A copy of this Order shall immediately be communicated to the Applicant, the Corporate Debtor and the IRP mentioned above by the Court Officer/Registry of this Tribunal.

19. In addition, a copy of the Order shall also be forwarded by the Court Officer/Registry of this Tribunal to the IBBI for their records.



**(L. N. GUPTA)**  
**MEMBER (TECHNICAL)**



**(DHARMINDER SINGH)**  
**MEMBER (JUDICIAL)**