

**THE NATIONAL COMPANY LAW TRIBUNAL
“CHANDIGARH BENCH, CHANDIGARH”
(Exercising powers of Adjudicating Authority under
the Insolvency and Bankruptcy Code, 2016)**

**IA No.529/2023
And
CP (IB) No. 248/Chd/Chd/2019**

**Under Section 9 of Insolvency and
Bankruptcy Code, 2016.**

In the matter of:

KONE Elevator India Pvt. Ltd.

CIN No.U29141TN1984FTC010913

having its registered office at

Plot No.396, Phase XI,

Mohali, Punjab.

Vs.

...Petitioner-Operational Creditor

Chandigarh Overseas Private Limited.

CIN No. U51100CH2004PTC027052

having its registered office at

SCO-249 (Basement)

Sector-44C, Chandigarh-160047

Also at

Chandigarh Overseas Private Limited

13th Floor, Pearls Best Heights 1,

Netaji Subhash Place,

Pitampura, Delhi-110034

...Respondent-Corporate Debtor

Judgement delivered on: 27.02.2023

**Coram: Hon'ble Mr. Harnam Singh Thakur, Member (Judicial)
Hon'ble Mr. Subrata Kumar Dash, Member (Technical)**

For the Petitioner- : Mr. Balwinder S Kalsi, Advocate
Operational Creditor

For the Respondent-
Corporate Debtor : None

Per: Harnam Singh Thakur, Member (Judicial)

JUDGMENT

IA No.529/2023
In

CP (IB) No. 248/Chd/Chd/2019

The present petition is filed, under Section 9 of the Insolvency and Bankruptcy Code, 2016 (**for brevity 'IBC' / 'Code'**), by **KONE Elevator India Pvt. Ltd. (for brevity 'Operational Creditor' / 'Petitioner')**, with a prayer to initiate Corporate Insolvency Resolution Process (**CIRP**) in case of **Chandigarh Overseas Private Limited (for brevity 'Corporate Debtor' / 'Respondent')**.

2. The Corporate Debtor, namely, Chandigarh Overseas Private Limited is a Company incorporated on 22.04.2004 under the provisions of Companies Act, 1956 with CIN No. U51100CH2004PTC027052 with its registered office at SCO-249 (Basement), Sector-44C, Chandigarh-160047. Hence, the territorial jurisdiction lies with this Adjudicating Authority. Copy of master data of corporate debtor is attached with the main petition and marked as Annexure-III.

3. The facts of the case, briefly, as stated in the petition are that the Future Colonizers and Construction Private Limited (hereinafter referred to as **'FCCPL'**) approached the petitioner company for supplying and installation of Kone Elevators. A Supply, Installation, Testing and Commissioning (SITC) Agreement dated 05.02.2013 bearing reference No.KEIPL/038/201212/0002584719 was executed (Annexure-IV). The petitioner company delivered and installed passenger lifts in the project site and raised invoice for sum of Rs.82,68,620/- (Eighty Two Lakhs Sixty Eight Thousand Six Hundred Twenty Only). The FCCP made part payment of Rs.10,30,000/-, leaving the balance of Rs.72,38,620/-. Vide letter dated 12.07.2013 the Corporate Debtor acknowledged the dues of petitioner company and assured to pay on or before 31.08.2013 (Annexure VI). The

project was re-christened as Jade Business Park due to change of Directors, who assured the petitioner company that they shall liquidate the entire dues of petitioner company and entered into fresh contract on 14.03.2015 bearing reference No.KEIPL/038/2015/0000004948057 based on terms and conditions mutually agreed between the parties. The Corporate Debtor did not liquidate the dues of petitioner company. The Corporate Debtor issued the following cheques in favour of petitioner company (Annexure VIII):-

1. Cheque bearing No.910973 dated 23.06.2015 for Rs.10,3000/- drawn on Indusind Bank, Chandigarh.
2. Cheque bearing No.910974 dated 15.08.2015 for Rs.36,05,000/- drawn on Indusind Bank, Chandigarh.
3. Cheque bearing No.910975 dated 15.09.2015 for Rs. 36,05,000/- drawn on Indusind Bank, Chandigarh.

The petitioner company presented cheque No.910973 dated 23.06.2015 however, the cheque was dishonoured for reason 'insufficient funds'. Vide letter dated 25.11.2015, the Corporate Debtor acknowledged the sum of Rs.92,70,000/- pending from their end and assured that it will be paid by 15.02.2016 (Annexure-X). Again debt was acknowledged vide letter dated 05.04.2016.

4. It is submitted by the petitioner in Form 5, Part IV that amount claimed to be in default is Rs.92,70,000/- (Rupees Ninety Two Lakhs Seventy thousand only). The default occurred on 15.02.2016 i.e. when the Corporate Debtor acknowledged the debt pending from their end and assured that it will be paid (Annexure-X). Copy of SITC Agreement (Annexure-IV), invoice and statement of account (annexure V), Acknowledgment letter by corporate debtor (Annexure-VI), fresh agreement (Annexure VII), Cheques bearing No.910973/910974/910975

(Annexure-VIII), returning memo of cheque No.910973 (Annexure IX), Acknowledgment letter (Annexure X), Letter from corporate debtor to petitioner (Annexure XI) are attached with the main petition.

5. A demand notice in Form-3 is stated to be issued by the operational creditor on 15.10.2018 and the same has been delivered to the corporate debtor vide registered post on 18.10.2018 to the registered office as well as Delhi office. The post was delivered at the registered address, the tracking report and postal receipts are attached at Annexure XIII and XIV of the petition. However, the post at the Delhi office, notice was returned undelivered with the remark 'Left Without Address' (Annexure-XV) and corporate debtor had not replied to demand notice till date.

6. The Notice of this petition has been issued to the corporate debtor to show cause as to why this petition be not admitted. The affidavit of service were filed vide Diary No.4044 dated 13.08.2019 and vide Diary no.00526/2 dated 24.09.2021. The corporate debtor has filed reply vide diary No.154 dated 08.01.2020 wherein it is stated that there exist no debt against the respondent. No demand notice was ever served upon the respondent. The agreement dated 05.02.2013 was never executed between the parties. The SITC agreement and invoice/statement of account (Annexure IV and V) show that same is an offer and acceptance and negotiations and all terms and conditions set out therein were between petitioner and FCCPL and not the respondent company. The respondent company is not confirming party to the documents. The FCCPL is not arrayed as party as the petitioner and SCCP are in connivance with each other. The FCCPL wilfully defaulted the terms and conditions of JV executed

between FCCPL and respondent company. The acknowledgment letter (Annexure VI) is not issued by the respondent company and does not find mention in any of the Board meetings. No resolution has been passed in favour of Ex-Director Sumesh Chawla to issue such kind of letter. No elevator has been supplied by petitioner post execution of document (Fresh Agreement Annexure-VII). The dispute resolution agreed between the parties is through arbitration (Annexure VII). The cheques were to be encashed only after elevators were supplied and the petitioner did not file any complaint under Section 138 of Negotiable Instruments Act. The documents (Acknowledgment letter and letter from corporate debtor Annexure X and XI) are forged and fabricated as it mentions the name of Chairman as TP Setia, however, no person is there in the company as such.

7. The rejoinder was filed vide Diary No.00526/1 dated 16.12.2020 wherein it is stated that the documents placed on record are correct and demand notice has been duly served upon the respondent vide tracking report attached at Annexure-XIV. The corporate debtor vide letter dated 12.07.2013 acknowledged the dues. It is true that the original agreement was executed between operational creditor and FCCPL. The debt has become due as there is admission of liability. The corporate debtor took over the project and executed a fresh contract, also issued two cheques against the acknowledged liability and admitted that materials are at site. The corporate debtor vide letter dated 12.07.2013 duly signed by Mr. Sumesh Chawla, Managing Director of corporate debtor in 2013 and both cheques were signed by him only which proves the legality of debt owed. Mr. Sagar Setia, Managing Director of corporate debtor in 2015 had also issued three

post-dated cheques as per terms of agreement wherein delivery of material is admitted by respondent in its letter dated 05.04.2016. The corporate debtor in its letter dated 12.07.2013 admitted that they have taken over the project from Future Colonizers as the owner of the project. The petitioner under bona fide belief that money will be released, did not initiate any action under Section 138 NI Act, 1881. The letter is duly signed by Chairman under letter head of company with Company Identification Number. The short written submissions have been filed by the petitioner vide Diary No.00526/4 dated 03.10.2022. Since, none appeared on behalf of respondent/corporate debtor on 13.12.2022. Therefore, one more opportunity was granted as a matter of indulgence to the respondent/corporate debtor for filing the short written submissions on the next date of hearing i.e., 25.01.2023, and It was also made clear that if none appeared on behalf of respondent/ corporate debtor on the next date of hearing then ex-parte proceedings will be taken. Even on 25.01.2023, none appeared on behalf of the respondent/corporate debtor, therefore, ex parte arguments were heard and order was reserved. In between applicant filed IA No. 529/2023 on 24.02.2023.

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8. The present application has been filed under Section 60(5) of the Code for allowing the respondent to make part payment of Rs.20 Lakhs as per settlement dated 27.09.2021. It is averred that respondent/corporate debtor entered into a compromise with the petitioner on 27.09.2021 and an amount of Rs.25 Lakhs through demand draft on 27.09.2021 was paid and respondent also agreed to pay another amount of Rs.35 Lakhs. The petitioner was to install the lifts in the premises of the respondent but did not

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start any work for the installment of the lifts in the premises of the respondent. Therefore, cheques of Rs.35 Lakhs were not honored. Now by way of this application, the respondent/applicant has offered part payment of Rs.20 Lakhs by demand draft No.018301 dated 13.02.2023 and remaining Rs.15 Lakhs would be paid immediately on the installation of the lifts, or even prior to as per directions by this Tribunal.

9. Arguments were heard on the application about the maintainability.

10. It is pertinent to note that the present application is not maintainable on two counts, firstly, it is filed when the main CP is already reserved vide order dated 25.01.2023 and respondent corporate debtor is ex parte, secondly, it has not offered a full and final payment for the remaining amount of Rs.15 Lakhs as per agreement dated 27.09.2021 between the parties. The present applicant-Corporate Debtor has not complied with the time-lines and schedule of payment of second installment of Rs.20 Lakhs to be paid on or before 15.12.2021 and third installment of Rs.15 Lakhs on or before 15.03.2022. Although, it is contended by learned counsel for applicant that remaining payment of Rs. 35 lakhs was to be paid after installation of lifts yet this contention is not much convincing because as per the agreement/ settlement dated 27.09.2021, there is no such stipulation. Therefore, at this stage, this application is not maintainable and if at all the applicant is interested to settle the dispute, then the same can be done even after admission of the main CP bearing CP (IB) No. 248/Chd/Chd/2019. Hence, this application is dismissed being not maintainable.

11. . Now, delving upon main peittion, the first issue for consideration is whether the demand notice in Form 3 dated 15.10.2018 was properly served. The same has been delivered to the corporate debtor vide registered post on 18.10.2018 to the registered office as well as Delhi office. The post was delivered at the registered address, the tracking report and postal receipts are attached at Annexure XIII and XIV of the petition. However, the post at the Delhi office, notice was returned undelivered with the remark 'Left Without Address' (Annexure-XV). Therefore, the demand notice was properly served but corporate debtor has not replied to the same.

12. The next issue for consideration is whether the operational debt was disputed by the corporate debtor. It is deposed by way of the affidavit by the operational creditor that the operational creditor had not received any payment or a notice of dispute regarding the pending amount from the corporate debtor. Hence, it can be safely concluded that there is no pre-existing dispute regarding the claim in hand. Vide IA No. 301/2022, settlement deed dated 27.09.2021 was submitted wherein it was mutually agreed that Operational Creditor was ready to accept the amount of Rs. 60,00,000/- as full and final settlement of the claim. In pursuance of the settlement, the respondent agreed to pay an amount of Rs. 25,00,000/- (Rupees Twenty Five Lakhs Only) through bank draft being the first installment at the time of signing of the agreement, second installment of Rs. 20,00,000/- (Rupees Twenty Lakhs Only) to be paid on or before 15.12.2021 and third installment of Rs. 15,00,000 (Rupees Fifteen Lakhs Only) shall be paid on or before 15.03.2021. However, vide order dated 26.04.2022 of this

Adjudicating Authority, it was stated by the learned counsel for the applicant that the compliance of the settlement agreement arrived between the parties had not been made by the respondent-corporate debtor. Although, it is pleaded by respondent corporate debtor in the reply that there was no agreement dated 05.02.2013 between the parties. However, this plea of respondent corporate debtor is untenable because firstly, the project of FCCPL was taken over by the respondent and secondly, it is seen from the records that there was settlement agreement/deed dated 27.09.2021 between the parties wherein full and final payment of Rs.60 Lakhs was agreed to be paid. The corporate debtor issued apart from a demand draft dated 27.09.2021 of Rs.35 Lakhs the following cheques in favour of operational creditor :-

1. Cheque No.000901 dated 15.12.2021, for a sum of Rs.20,00,000/- (Rupees Twenty Lakhs Only), drawn on HDFC Bank Ltd., 432, Bhera Enclave, Pashchim Vihar, New Delhi, Delhi-110087.
2. Cheque No.000902 dated 15.03.2022, for a sum of Rs.15,00,000/- (Rupees Fifteen Lakhs Only), drawn on HDFC Bank Ltd., 432, Bhera Enclave, Pashchim Vihar, New Delhi, Delhi-110087.

However, both these cheques were not honored. In the above circumstances, respondent/corporate debtor is estopped by its conduct from taking plea that either there was no agreement between the parties or respondent was not liable to pay the claimed amount. So it is safely concluded that respondent/corporate debtor is liable to pay claimed amount. Moreover, it is seen from the records, vide letter dated 25.11.2015, the respondent had acknowledged the pending debt of Rs. 92,70,000/- (Rupees Ninety Two Lakhs Seventy thousand only) and stated that the pending

payment will be released by the 15th February,2016 (Annexure-X). Further, vide letter dated 05.04.2016, the debt was again acknowledged by the respondent confirming that the payment of Rs. 25,00,000/- (Rupees Twenty Five Lakhs Only) will be released latest by the 31.07.2016 and balance will be released after start of installation of elevators (Annexure-XI). Therefore, there is acknowledgment of debt twice by the respondent which clearly shows that the amount claimed is still pending which amounts to default when corporate debtor avoided the payment of outstanding amount despite repeated reminders by petitioner-operational creditor.

Although, it is pleaded on behalf of respondent in the reply that ex-director Sumesh Chawla was not authorized to write such admission letters acknowledging the debt yet this plea is not tenable in presence of agreement dated 27.09.2021 and failure of respondent to explain as to why action was not taken against the said Director.

13. The other issue for consideration is whether this application is filed within limitation. A demand notice issued dated 15.10.2018 in Form 3 attached as (Annexure XII) was duly served on the corporate debtor. However, the period of limitation would begin from the date of default i.e. 05.04.2016 i.e. when the Corporate Debtor acknowledged the debt pending from their end and assured that it will be paid (Annexure-X). The debt was acknowledged twice by the respondent vide letters dated 25.11.2015 and 05.04.2016, from which the fresh date of default would start. This application was filed vide Diary No. 1702 on 03.04.2019. Reliance can be placed upon the decision of Hon'ble **National Company Law Appellate Tribunal, New Delhi, Mr. Abhay Narendra Lodha v. Bank of Baroda and**

Ors. Company Appeal (AT)(Insolvency) No. 997 of 2022 wherein the court has further relied on the judgment of the Hon'ble Supreme Court in **Laxmipat Surana Vs. Union Bank of India MANU/SC/0221/2021** para 42, 43, 49 whereby the date of default is to be reckoned for the purpose of Initiation of CIRP.

"42. There is no reason to exclude the effect of Section 18 of the Limitation Act to the proceedings initiated under the Code. Section 18 of the Limitation Act reads thus:

43. Ordinarily, upon declaration of the loan account/debt as NPA that date can be reckoned as the date of default to enable the financial creditor to initiate action under Section 7 IBC. However, Section 7 comes into play when the corporate debtor commits "default". Section 7, consciously uses the expression "default" - not the date of notifying the loan account of the corporate person as NPA. Further, the expression "default" has been defined in Section 3(12) to mean non-payment of "debt" when whole or any part or instalment of the amount of debt has become due and payable and is not paid by the debtor or the corporate debtor, as the case may be. In cases where the corporate person had offered guarantee in respect of loan transaction, the right of the financial creditor to initiate action against such entity being a corporate debtor (corporate guarantor), would get triggered the moment the principal borrower commits default due to non-payment of debt. Thus, when the principal borrower and/or the (corporate) guarantor admit and acknowledge their liability after declaration of NPA but before the expiration of three years therefrom including the fresh period of limitation due to (successive) acknowledgements, it is not possible to extricate them from the renewed limitation accruing due to the effect of Section 18 of the Limitation Act. Section 18 of the Limitation Act gets attracted the moment acknowledgment in writing signed by the party against whom such right to initiate resolution process under Section 7 of the Code enures. Section 18 of the Limitation Act would come into play every time when the principal borrower and/or the corporate guarantor (corporate debtor), as the case may be, acknowledge their liability to pay the debt. Such acknowledgement, however, must be before the expiration of the prescribed period of limitation including the fresh period of limitation due to acknowledgment of the debt, from time to time, for institution of the proceedings under Section 7 IBC. Further, the acknowledgment must be of a liability in respect of which the financial creditor can initiate action under Section 7 IBC.

49. Section 18 of the Limitation Act, however, posits that a fresh period of limitation shall be computed from the time when the

party against whom the right is claimed acknowledges its liability. The financial creditor has not only the right to recover the outstanding dues by filing a suit, but also has a right to initiate resolution process against the corporate person (being a corporate debtor) whose liability is coextensive with that of the principal borrower and more so when it activates from the written acknowledgment of liability and failure of both to discharge that liability.

30. In view of the decision of the Hon'ble Supreme Court (supra), Section 18 of the Limitation Act, 1963 applicable to Section 7 Applications under I&B Code and held that the acknowledgment of debt by a borrower initiates a fresh period of limitation from the date of acknowledgement of debt”.

Therefore, this Adjudicating Authority finds that this application is filed within limitation.

14. We have gone through the contents of the application filed in the Form 5 and find the same to be complete. As discussed above, there is a total unpaid operational debt (in default) of Rs.92,70,000/- (Rupees Ninety two Lakhs and Seventy Thousand Only) are attached with the main petition. Accordingly, the petitioner proved the debt and the default, which is more than Rupees one lakh (prior to the amendment in threshold limit of one crore vide notification No. S.O.1205(E) dated 24.03.2020) by the respondent-corporate debtor.

15. It is noted that the corporate debtor has failed to payback the aforesaid amount due as mentioned in the statutory notice till date. Thus, the conditions under Section 9 of the Code stand satisfied. It is evident that from the aforesaid discussed facts that the liability of the corporate debtor is undisputed. Accordingly, the petitioner proved the debt and the default, which is above threshold limit.

16. In the present petition all the aforesaid requirements have been satisfied. It is seen that the petition preferred by the petitioner is complete in all respects. The material on record clearly goes to show that the respondent committed default in payment of the claimed operational debt even after demand made by the petitioner. In view of the satisfaction of the conditions provided for in Section 9(5)(i) of the Code, we admit the petition for initiation of the CIR Process in the case of the Corporate Debtor, **Chandigarh Overseas Private Limited** and also direct moratorium to take effect and appoint Interim Resolution Professional as below.

17. In Part-III of Form No. 5, no Interim Resolution Professional (IRP) has been proposed by the petitioner while filing the petition. However, vide diary No.00526/5 dated 30.01.2023, Mr. Arvind Kumar, Insolvency Resolution Professional has been proposed. Form-2 dated 25.01.2023 along with the Form B is submitted. The Law Research Associate of this Tribunal has checked the credential of Mr. Arvind Kumar, his AFA Certification is valid upto 24.10.2023 and there is nothing adverse against him. In view of the above, we appoint Mr. Arvind Kumar, Registration No. IBBI/IPA-001/IP-P00178/2017-18/10357, E-mail Id: sankhyain@gmail.com, Mobile: 9816055657 the Interim Resolution Professional with the following directions:-

- i.) The term of appointment of Mr. Arvind Kumar shall be in accordance with the provisions of Section 16(5) of the Code.
- ii.) In terms of Section 17 of the Code, from the date of this appointment, the powers of the Board of Directors shall stand

suspended and the management of the affairs shall vest with the Interim Resolution Professional and the officers and the managers of the Corporate Debtor shall report to the Interim Resolution Professional, who shall be enjoined to exercise all the powers as are vested with Interim Resolution Professional and strictly perform all the duties as are enjoined on the Interim Resolution Professional under Section 18 and other relevant provisions of the Code, including taking control and custody of the assets over which the Corporate Debtor has ownership rights recorded in the balance sheet of the Corporate Debtor etc. as provided in Section 18 (1) (f) of the Code. The Interim Resolution Professional is directed to prepare a complete list of inventory of assets of the Corporate Debtor;

iii.) The Interim Resolution Professional shall strictly act in accordance with the Code, all the rules framed thereunder by the Board or the Central Government and in accordance with the Code of Conduct governing his profession and as an Insolvency Professional with high standards of ethics and moral;

iv.) The Interim Resolution Professional shall cause a public announcement within three days as contemplated under Regulation 6 of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 of the initiation of the Corporate Insolvency Resolution Process in terms of Section 13 (1) (b) of the Code read with Section 15 calling for the submission of claims against Corporate Debtor;

v.) It is hereby directed that the Corporate Debtor, its Directors, personnel and the persons associated with the management shall extend all cooperation to the Interim Resolution Professional in managing the affairs of the Corporate Debtor as a going concern and extend all cooperation in accessing books and records as well as assets of the Corporate Debtor;

vi.) The Suspended Board Of Directors is directed to give complete access to the Books of Accounts of the corporate debtor maintained under section 128 of the Companies Act. In case the books are maintained in the electronic mode, the Suspended Board of Directors are to share with the Resolution Professional all the information regarding Maintaining the Backup and regarding Service Provider kept under Rule 3(5) and Rule 3(6) of the Companies Accounts Rules, 2014 respectively as effective from 11.08.2022, especially the name of the service provider, the internet protocol of the Service Provider and its location, and also address of the location of the Books of Accounts maintained in the cloud. In case accounting software for maintaining the books of accounts is used by the corporate debtor, then IRP/RP is to check that the audit trail in the same is not disabled as required under the notification dated 24.03.2021 of the Ministry of Corporate Affairs. The statutory auditor is directed to share with the Resolution Professional the audit documentation and the audit trails, which they are mandated to retain pursuant to SA-230 (Audit Documentation) prescribed by the Auditing and Assurance Standards Board ICAI. The

IRP/Resolution Professional is directed to take possession of the Books of Account in physical form or the computer systems storing the electronic records at the earliest. In case of any non-cooperation by the Suspended Board of Directors or the statutory auditors, he may take the help of the police authorities to enforce this order. The concerned police authorities are directed to extend help to the IRP/RP in implementing this order for retrieval of relevant information from the systems of the corporate debtor, the IRP/RP may take the assistance of Digital Forensic Experts empanelled with this Bench for this purpose. The Suspended Board of Directors is also directed to hand over all user IDs and passwords relating to the corporate debtor, particularly for government portals, for various compliances. The Interim Resolution Professional is also directed to make a specific mention of non-compliance, if any, in this regard in his status report filed before this Adjudicating Authority immediately after a month of the initiation of the CIRP.

vii.) The Resolution Professional is directed to approach the Government Departments, Banks, Corporate Bodies and other entities with request for information/documents available with those authorities/institutions/others pertaining to the corporate debtor which would be relevant in the CIR proceedings. The Government Departments, Banks, Corporate Bodies and other entities are directed to render the necessary information and cooperation to the Resolution

Professional to enable him to conduct the CIR Proceedings as per law.

viii.) The Interim Resolution Professional shall after collation of all the claims received against the Corporate Debtor and the determination of the operational position of the Corporate Debtor constitute a Committee of Creditors and shall file a report, certifying constitution of the Committee to this Tribunal on or before the expiry of thirty days from the date of his appointment, and shall convene first meeting of the Committee within seven days of filing the report of constitution of the Committee; and

ix.) The Interim Resolution Professional is directed to send a regular progress report to this Tribunal every fortnight.

18. We declare the moratorium in terms of sub-section (1) of Section 14 of the Code, as under:-

- 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 Operational 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.

19. It is further directed that the supply of essential goods or services to the corporate debtor as may be specified, if any, shall not be terminated or suspended or interrupted during moratorium period. The provisions of Section 14(3) shall however, not apply to such transactions as may be notified by the Central Government in consultation with any operational sector regulator and to a surety in a contract of guarantee to a corporate debtor.

20. The order of moratorium shall have effect from the date of this order till 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.

21. The petitioner is directed to deposit an amount of ₹60,000/- (Rupees Sixty Thousand Only) with the Interim Resolution Professional to meet the immediate expenses of the CIRP within two weeks. The same shall be fully accountable by Interim Resolution Professional and shall be reimbursed by the Committee of Creditors (CoC) to the petitioner to be recovered as the CIRP cost.

22. A copy of this order be communicated to both the parties. The learned counsel for the petitioner shall deliver a copy of this order to the Interim Resolution Professional forthwith. The Registry is also directed to send a copy of this order to the Interim Resolution Professional at his email address forthwith.

23. This petition is accordingly admitted.

SD/-

(Subrata Kumar Dash)
Member (Technical)

February 27, 2023
DS/TB

SD/-

(Harnam Singh Thakur)
Member (Judicial)