



**IN THE NATIONAL COMPANY LAW TRIBUNAL  
KOCHI BENCH  
(SPECIAL)**

**CP(IB)/29/KOB/2022**

*(Under Section 7 of the Insolvency and Bankruptcy Code, 2016)*

***In the matter of:***

M/s. Kerala State Industrial Development Corporation Ltd., TC 11/266, Keston Road, Kowdiar, Trivandrum, Kerala- 695 003;

**... Financial Creditor.**

**-Versus-**

M/s. Vysali Pharmaceuticals Ltd., IX/639 Vysali Raod, Edathala P.O., Ernakulam, Kerala- 683 561.

**... Corporate Debtor.**

***Coram:***

Shri. P. Mohan Raj

Member (Judicial)

Shri. Satya Ranjan Prasad

Member (Technical)

***Parties / Counsel present (through video conference):***

For Financial Creditor  
Associates,

M/s. Gopimohan Satheeshan

LLP.

For Corporate Debtor

M/s. Synigoros Partners Advocates &  
Corporate Attorneys.

**Order reserved on: 02.08.2023  
Order pronounced on: 13.10.2023**

**ORDER**

1. Under consideration is Petition No. CP(IB)/29/KOB/2022 filed by the Financial Creditor M/s. Kerala State Industrial Development Corporation Ltd against the Corporate Debtor M/s. Vysali Pharmaceuticals Ltd., invoking Section 7 of the Insolvency and Bankruptcy Code, 2016 to initiate Corporate Insolvency Resolution Process for the total default amount of **Rs. 59,27,50,820/- (Rupee Fifty-Nine Crore Twenty-Seven Lakh Fifty Thousand Eight Hundred and Twenty Only)** in respect of credit facility availed by them from the Financial Creditor.



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2. The facts as narrated in the application and explained by the Financial Creditor are summarized hereunder:

- i. The Corporate Debtor had availed the following credit facilities/loans duly supported by respective loan agreements, deed of hypothecation, mortgage by deposit of title deeds, charge registration and declaration and deed of guarantee by the promoters.

Sl. No.	Date	Amount
1.	03.10.1998	Rs.2 Crores (Working Capital Loan)
2.	02.06.2007	Rs.2 Crores (Additional Term Loan)
3.	20.04.2007	Rs.5.58 Crores (Term Loan)
4.	30.09.2019	Rs. 28.28 Lakhs (Working Capital Loan)

- ii. It is stated that on 28<sup>th</sup> February 2022, a sum of Rs.9,77,41,328/- Crores is outstanding towards principal amount and Rs.49,38,97,679/- is due towards interest thereon.
- iii. It is further stated that in order to meet the funds required for honouring an order from State Government Undertakings. viz., Kerala Medical Services Corporation Limited and Tamilnadu Medical Services Corporation Limited, an amount of Rs.300 Lakhs as a "Working Capital Term Loan" was sanctioned in the year 2019, wherein as condition No.4 under the heading "Special Conditions", it has been clearly stated that a separate proposal for OTS for Rs.43.78 Crores shall be submitted. It is further stated that this loan is only for operationalizing the purchase orders of the above two State Government Undertakings. The OTS Committee Meeting held on 31.03.2021 also established that there has been unambiguous acknowledgement of debt.
- iv. The amount due to the Applicant by Corporate Debtor is shown in the balance sheet of the Corporate Debtor for the Financial Years 2013 and 2014. The letter dated 04.12.2015 sent by the Corporate Debtor to the Applicant is sufficient to show that the Corporate Debtor had sent to the Applicant the Form A and Annual Balance sheet as on 31st March 2014, which shows the amount due to the Financial Creditor. Similarly, the Audited Financial Statements as on 31st



March 2014 shows the amount outstanding. The Deed of Hypothecation dated 04<sup>th</sup> December 2019 and Special Conditions contained in the Loan Agreement dated 04<sup>th</sup> September 2019 refer to all the loans outstanding and they were accepted, executed, and signed by the Corporate Debtor. On the basis of the above working capital loan of 2019, the Corporate Debtor had registered of charge with the Registrar of Companies also.

- v. The Applicant has considered the further request of the Corporate Debtor and in the 324<sup>th</sup> Board meeting of the Applicant dated 18th October 2021, the Board approved the OTS for an amount of Rs.1478.90 Lakhs which has to be paid on or before 31<sup>st</sup> December 2021. However, the Corporate Debtor defaulted in settling the OTS amount to the Applicant within the stipulated time and hence OTS was cancelled.
- vi. It is stated that the outstanding and arrears in the Corporate Debtor's loan account as on 31<sup>st</sup> March 2021 is Rs.54,72,36,855/- which is clearly stated in the default notice issued by the Applicant dated 23<sup>rd</sup> June 2021. The Corporate Debtor had remitted only an amount of Rs.23.95 lakhs from 01.04.2007 to 31.03.2021, towards interest payment. Out of which the last remittance of Rs. 47,719/- was made by the Corporate Debtor on 30.06.2019. Presently as on the date of this Application, the Corporate Debtor has an outstanding default amount of Rs.59,27,50,820/-(Rupees Fifty-Nine Crores Twenty-Seven Lakhs Fifty Thousand Eight Hundred and Twenty Only), and has a default of 960 days.

3. The Corporate Debtor filed its reply statement and stated that Section 7(3)(a) mandates that the Financial Creditor shall along with the application, furnish a record of default recorded with the information utility or such other record or evidence of default as may be specified. The Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016 mandates that an application in Form 1 should be accompanied by the documents and records required therein. Part 5 of Form 1, Entry No. 3 and 6 mandates the requirement of a record of default with the information utility or credit information company ought to be annexed to prove the existence of default. An evaluation of the record of default



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with the information utility revealed that the said information only reveals the loan disbursed in 2019 and the amount there under. The amount claimed by the financial creditor on the basis of the 2019 loan is amounting 35 lakhs only and it is not sufficient enough to invoke Section 7 of the Insolvency and Bankruptcy Code, 2016. It is stated that Form 1 is mandatory for the applicant to enclose the authorisation in favour of the signatory of the applicant to sign the Section 7 application. However, no authorisation in favour of the signatory is produced. It is further stated that the company's master data produced by the Financial Creditor itself reveals that the signatory in the application is not an authorised signatory of the Applicant.

4. It is stated that the substantial amount except Rs. 28.28 lakhs disbursed on 04.09.2019 is classified as Non-Performing Asset as on 29.07.2007. However, there is no pleading or records to show that there is an effective acknowledgment on the part of the corporate debtor to make the claims with the aid of Section 18 of the Limitation Act of 1963. It is further stated that the Petitioner made an attempt of amendment to bring certain documents as Annexure 13A to 13I for extending the limitation for the purpose of Section 18 of the Limitation Act. However, on evaluating additional documents, it is very evident that after the amendment dated 18.10.2018 regarding the existence of the debt, the next acknowledgement from the part of the corporate debtor with respect to the said debts was only on 13.04.2017. Hence, an acknowledgment beyond three years will not constitute under Section 18 of the Limitation Act. The claim of the Financial Creditor pertaining to the loans declared Non-Performing Asset as on 29.12.2007 is barred by limitation.

5. It is stated that the Corporate Debtor produced various documents relating to the litigations between the parties herein. The Corporate Debtor also produced the stay orders issued by the Hon'ble High Court of Kerala staying proceedings with respect to the recovery procedures initiated by the Applicant herein under the Kerala Revenue Recovery Act and the State Financial Corporations Act, 1951. The interim orders in the nature of Prohibition Writ were issued by the Hon'ble High Court of Kerala and the same is subsisting, the IBC



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provision is having no powers to override the constitutional Writ Orders issued by the High Court.

6. On 30.06.2023, the Financial Creditor filed its rejoinder and stated that the Corporate Debtor has duly acknowledged during the Financial Year 2020-2021, that the debt amounting to Rs. 5,30,489,641/- was due to the Financial Creditor/Applicant and it is clear from the Balance sheet and notes forming part to it and auditor's report and wherein it acknowledged its liability, and entries in such balance sheet being acknowledgments of the debt due for the purpose of Section 18 of the Limitation Act, 1963, hence the Section 7 application is not barred by limitation. The Corporate Debtor vide its letter dated 18.03.2021 had requested One Time Settlement. It is stated that, in the foregoing OTS proposal letter dated 18.03.2021 the Corporate Debtor has clearly acknowledged debt due to the Financial Creditor.

7. It is further stated that the Corporate Debtor made the last remittance of Rs. 47,719/- (Rupees Forty-Seven Thousand Seven Hundred Nineteen Only) towards the said loan to the Financial Creditor on 30<sup>th</sup> June 2019. In the Record of Default issued by the National E-Governance Services Limited, the Corporate Debtor only disputed the amount which is outstanding to the Financial Creditor/Applicant. In the aforesaid Record of Default issued by the National E-Governance Services Limited the Corporate Debtor has clearly acknowledged debt due to the Financial Creditor.

8. It is stated that the Corporate Debtor has remitted Rs. 2,00,000/- (Rupees Two Lakhs Only) and Rs. 1,00,000/- (Rupees One Lakh Only) on 03.03.2023 and 11.04.2023 respectively as per order of the High Court of Kerala against the Application No. CRL. M. APPL. NO. 1/2023 IN CRLMC NO. 1262 OF 2023 and granted them an opportunity to pay the amount due to the KSIDC. This is again being a clear acknowledgment of debt.

9. We have heard the learned counsel for both parties and perused the entire case records/documents. We have also gone through the evidence on record. On hearing both sides and with an appreciation of the documents produced, the following points are framed for consideration: -



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1. Whether the petition is barred by limitation?
2. Whether the non-filing of record of default is fatal to the petition?
3. Whether initiation of other legal proceedings disentitle the petitioner to file this petition?

**Point No.1:**

10. The corporate debtor/respondent availed the following loans from the financial creditor/petitioner as follows:

**1. Working Capital Loan of Rs. 200 lakhs**

Date of Sanction	Date of Disbursement		Date of Reschedulement
	Date	Amount	
03.10.1998	25.06.1999	Rs.100 Lakhs	10.06.2002 &
	29.06.1999	Rs. 100 Lakhs	02.06.2007

**11. Additional Term Loan of Rs. 200 Lakhs**

Date of Sanction	Date of Disbursement	
	Date	Amount
20.04.2007	30.04.2007	Rs. 31.25 Lakhs
	04.05.2007	Rs. 2.78 Lakhs
	05.05.2007	Rs. 1.33 Lakhs
	08.05.2007	Rs. 9.06 Lakhs
	09.05.2007	Rs. 16.50 Lakhs
	10.05.2007	Rs. 10.45 Lakhs
	14.05.2007	Rs. 2.69 Lakhs
	21.05.2007	Rs. 5.19 Lakhs
	29.05.2007	Rs. 4.13 Lakhs
	01.06.2007	Rs. 0.60 Lakhs
	11.06.2007	Rs. 32.45 Lakhs
	13.06.2007	Rs. 8.05 Lakhs
	22.06.2007	Rs. 0.94 Lakhs
	22.06.2007	Rs. 19.02 Lakhs
	06.07.2007	Rs. 8.24 Lakhs



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	16.07.2007	Rs. 10.45 Lakhs
	25.07.2007	Rs. 2.73 Lakhs
	22.08.2007	Rs. 1.12 Lakhs
	14.09.2007	Rs. 1.27 Lakhs
	05.02.2008	Rs. 5.27 Lakhs

**111. Term Loan of Rs. 558.50 lakhs**

Date of Sanction	Date of Disbursement	
	Date	Amount
02.06.2007	02.06.2007	Rs. 500 Lakhs
	16.06.2007	Rs. 58.50 Lakhs

**IV. Working Capital Term Loan of Rs. 300 Lakhs**

Date of Sanction	Date of Disbursement	
	Date	Amount
30.09.2019	06.11.2019	Rs. 28.28 Lakhs

11. The first working capital loan was sanctioned on 03.10.1998 and loan agreement was executed on 16.10.1998 and loan amount of Rs.200 Lakhs was disbursed in two instalments on 25.06.1999 and 29.06.1999. As per the loan agreement dated 16.10.1998 Annexure 2, the loan is repayable in 45 monthly instalments after initial moratorium period of three months. In short, the period of repayment of loan as per the agreement was four years from the date of agreement. The loan was rescheduled on 10.06.2002 Annexure A3, during the current period of loan agreement as well within three years from the date of disbursement of the loan amount. As per reschedule of loan the loan amount was repayable in 65 monthly instalments ends with 25.09.2007. The loan was again rescheduled on 02.06.2007.

12. The corporate debtor availed the term loan of Rs.200 lakhs. The loan was sanctioned on 20.04.2007. The loan amount was disbursed on different dates



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from 30.04.2007 to 05.02.2008. The loan agreement was executed on 23.04.2007 Annexure 4 the loan amount was repayable in 60 monthly instalments after an initial moratorium of 12 months ends with 23.04.2013.

13. The corporate debtor availed term loan of Rs.558.50 lakhs, from the petitioner to discharge the loan payable to the consortium of Bank as onetime payment. The loan was sanctioned on 02.06.2007 and loan agreement was executed on 13.06.2007 Annexure 5, the loan amount was repayable within a year from the date of disbursement of loan. The loan amount was disbursed on 02.06.2007 and 16.06.2007. The supplementary agreement was executed on 24.10.2007 Annexure 6.

14. The respondent acknowledged the due amount payable towards the supra loans and submitted proposal for onetime payment on 10.06.2008 Annexure 13A. The respondent sent letter dated 28.12.2009 Annexure 13B, there the respondent admitted its liability towards the supra three loans and requested to revive or remodel the corporate debtor. The respondent responded to the notice sent by the petitioner expressing its intention to proceed against the respondent under the Revenue Recovery Act, proceeding. The reply sent by the respondent is Annexure 13C in which the corporate debtor admitted its liability and the debt of the petitioner. On 10.06.2011, 14.06.2011 and 10.01.2022 Annexure 13D, E & F the Respondent submitted one time settlement proposal covering/admitting all the three debts. Further the respondent admitted and acknowledged all the three debts in its statement of profit and loss account ended with 31<sup>st</sup> March 2014 under the caption Long Term Borrowings Annexure 13G dated 15.09.2014. The respondent submitted requisition to the petitioner requesting to regularise the pending matters on 13.04.2017 Annexure 13H, in which the respondent acknowledged the receipt of term loan of Rs.558.50 lakhs and the total due amount about of Rs. 10 crores. The petitioner stated in the petition page 41 paragraph 34 that the respondent had paid a sum of Rs.47,719/- as last payment on 30.06.2019 towards the loan. The petitioner filed statement A/c from 01.04.1998 to 25.02.2022 Annexure D page 288 of petition but there is no entry found for this payment. Entry at page No. 320 of Annexure D shows that payment of Rs. 47,719/- was made only on 31.12.2019,



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further from Annexure 11 shows that this amount was paid as interest towards working Capital Term Loan disbursed on 30.09.2019 In the absence of any supporting document or entry in the statement of accounts this last payment statements are not conceded. The respondent also acknowledged the debt by submitting one time settlement proposal on 18.03.2021 but this period exceeds three years from the date of last acknowledgement of debt dated 13.04.2017.

15. The respondent also sanctioned working capital loan of Rs.300 lakhs against the request of 500 lakhs on 30.09.2019. The part of loan amount Rs.28.28 lakhs only disbursed on 06.11.2019. Since the respondent violated the provisions of loan agreement regarding the escrow A/c, the petitioner withdrawn the facility and no further loan amount was disbursed. The respondent submitted OTS proposal dated 18.03.2021 for all the four debts, the OTS proposal for Rs.1478.90 lakhs was admitted by the petitioner; accordingly, the respondent has to pay the amount before 31.12.2021. The respondent not paid the amount hence OTS proposal sanction granted to the respondent was terminated.

16. Thus, the last date of acknowledgement of debt in respect of three loans sanctioned on 03.10.1998,20.04.2007 and 02.06.2007 is 13.04.2017. From the date of acknowledgement of debt, within three years period petition has to be filed i.e., on or before 13.04.2020 but due to covid 19 the Apex court in Suo Moto proceeding W.P.No.3 of 2020 by order dated 10.01.2022 suspended limitation period from 15.03.2020 to 28.02.2022. As per this judgment if the limitation period would have expired during the period between 15.03.2020 till 28.02.2022, the petition has to be filed within 90 days from 1.03.2022. In this case the limitation period starts from 13.04.2017 and stalled on 15.03.2020, out of three years period 2 years and 11 months 2 days expired with 15.03.2020, the remaining period is 28 days. As per the Apex court judgment the petition has to be filed within 90 days from 1.03.2022 or within remaining period of limitation whichever is high. In our case the petition was filed on 21.03.2022 within 90 days from 1.03.2022 hence it is in time.

17. The respondent also contends that since the petition is filed after three years from the date of declaring respondent account as NPA on 29.12.2007 the petition is not maintainable and barred by limitation. It is settled position of law



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that an application under Section 7 of the IBC would not be barred by limitation, on the ground that it had been filed beyond a period of three years from the date of declaration of the loan account of the Corporate Debtor as NPA, if there were an acknowledgement of the debt by the corporate debtor before the expiry three years limitation period. In this case as stated supra the respondent periodically acknowledged the debts before the expiry of limitation period hence as per section 18 of Limitation Act the period of limitation is extended. As per [Section 18](#) of Limitation Act, an acknowledgement of present subsisting liability, made in writing in respect of any right claimed by the opposite party and signed by the party against whom the right is claimed, has the effect of commencing a fresh period of limitation from the date on which the acknowledgement is signed. The acknowledgement must be made before the relevant period of limitation has expired. In this scenario the citations relied by the respondent on the point of limitation is not relevant to the facts of this case. For the reasons stated above it is answered that the petition is not barred by limitation.

**Point No.2:**

18. The petitioner has filed NeSL certificate as annexure B in part V of petition, but the certificate is incomplete manner. The petitioner filed only the information submitted by it pertaining to the working capital loan of Rs.28.28 Lakhs disbursed by the petitioner on 06.11.2019. As already stated, the NeSL certificate filed is incomplete document, the debt is not authenticated. Further no Nesl certificate or any other certificate regarding record of default has been filed Pertaining to other three debts. On the petitioner side filed NeSL certificate pertaining to other debts along with rejoinder. These certificates were obtained after filed this petition. On the respondent side argued that since the valid/completed record of default is not filed with the petition, it violates the section 7(3)(a) of IBC, 2016, and Entry No. 3 and 6 of part V of Form 1. According to respondent the petitioner fails to adhere the mandatory requirements hence the petition is not maintainable. mandates such documents. There is no pale of controversy that the petitioner has to file record of default, but the question is whether non-filing of



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record of default is fatal to the petition. Section 7 (3) (a) of IBC, 2016 runs as follows:

*a. record of the default recorded with the information utility or such other record or evidence of default as may be specified;*

In the above provision it is mentioned two other options such as, other record or evidence of default. In this regard NCLT-Hyderabad Bench II held in Ahmed Alam Khan Vs. M/s Golconda Textiles' (IB) No.94/07/HDB/2022 dated 24.01.2023 held as follows:

*17. At the outset it may be stated that, the plea that the financial creditor having failed to file the 'Record of Default' from Information Utility, in terms of the circular dated 12-05-2020, the present application is liable to be rejected, in our considered view is unsustainable, in as much as Section 7(3) (a) of the IB code, itself states that the Financial Creditor is required to furnish the record of default recorded with the information utility or such other record or evidence of default. That apart, the very initial order of the NCLT, viz. Order File No.25.02.2020-NCLT dated 12th May 2020 as relied by the Corporate Debtor has been struck down by the Hon'ble High Court of Calcutta in Univalve Projects Private Limited Vs. The Union of India & others vide order dated 18.08.2020 in W.P. No.5595 (W) with C.A. No.3347 of 2020 and allied matters, as discussed hereinabove. As such the above plea is of no avail to the corporate debtor.*

The above citation is squarely applicable to this case also and held that non-filing of record of default is not fatal to the petition.

19. On the respondent side also argued regarding non-mentioning of date of default in the petition. Part IV of the Petition wherein the total days of default is mentioned as 960 days and the total default amount is shown as Rs. **59,27,50,820/- (Rupee Fifty-Nine Crore Twenty-Seven Lakh Fifty Thousand Eight Hundred and Twenty Only)**. In the aforesaid circumstances, we have gone



through the settled law decided by the Hon'ble NCLAT in its order in **Mr. Manmohan Singh Jain Vs. M/s. State Bank of India & another** (Company Appeal (AT) (CH) (INS) No. 97 of 2021) wherein the Hon'ble NCLAT held that: -

*52) Further the Learned Counsel for the Appellant relied upon the Judgment of the Hon'ble Supreme Court in Surendra Trading Co. v Juggilalkamlapat Jute Mills Co., 2017 85 taxmann.com 372 SC to show that the timelines under Section 7(5) of the Insolvency and Bankruptcy Code are not mandatory however the defect has still to be removed. As stated above, the Respondent/Financial Creditor had stated the date of default in the pleadings and in other documents which the Corporate Debtor has received and acknowledged, therefore as held supra the non-mentioning of the date of default in Col. IV is not fatal to the application and on the sole ground, the application cannot be rejected mere taking a technical impediment as held by the Hon'ble Supreme Court that 'it is only a directory'.*

20. In the aforementioned case the Hon'ble NCALT clearly stated that the absence of a default date in the Part IV of the application will not be a reason for the dismissal of an application. Therefore, the contention of the Corporate Debtor regarding incomplete company petition has no legs to stand. We have gone through the Record of Default from the Information Utility and saw that date of default is 31.12.2019 and the default amount is Rs. 34,87,49,752/-.

**Point No.3**

21. On the respondent side stated that the petitioner already initiated proceeding under the Revenue Recovery Act, and filed SFC O.P.No.212 of 2017 before Additional Sub-Judge court, Ernakulam under the State Finance Act for sale of mortgaged property. The respondent filed O.P. No. (Civil) 1556 of 2017 before the High Cour of Kerala, to stay the attachment order and filed W.P.No.7232 of 2011. The respondent counsel contends that since the petitioner already initiated



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proceeding against the corporate debtor in respect of same debt which is subject matter this section 7 IBC, 2016 petition. Further since the respondent also filed writ petition before the High Court and granted stay, the petition filed under 7 IBC, 2016 is not sustainable. This contention is not acceptable. In this regard NCLAT-Chennai held in Company Appeal (AT) (CH) (Ins) No. 130 of 2022 Mr. Amar Vora S/o. Lalji Vora, Appellant Versus 1. City Union Bank Ltd. dated 11.05.2022 as follows:

*9. In view of the above provision of law the financial Creditor/ Operational Creditor/ Corporate Persons can file an application under Section 7, 9 & 10 of the I & B Code, 2016 before the respective Adjudicating Authorities even though in respect of same any proceeding pending before other forums on the ground that the provisions of I & B Code, 2016 is overriding effect of other laws. In view of the aforesaid reasons the Appellant cannot take a stand that the proceedings are pending before DRT and PBPT and the application under Section 7 of the I & B Code, 2016 cannot be maintained does not merit. The application under Section 7 filed by the financial Creditor before the Adjudicating Authority is very well maintained. Accordingly, the point is answered against the Appellant*

In this situation pending of proceedings by and against the petitioner before other courts or forum will not stand on the way to file petition under Section 7 IBC, 2016.

22. The petition filed by the Financial Creditor satisfies all the definitions of “Financial Creditor”, “Default” and “Financial Debt” and qualifies for filing an application under Insolvency and Bankruptcy Code. By mentioning various technical snags, the Corporate Debtor cannot wash its hands in repaying the amount borrowed, which is a financial debt owed by them. Hence, there is a Creditor-Debtor relationship with them.

23. The application filed by the Financial Creditor is complete in all respects as required by law, and it clearly shows that the debt has not been paid by the



Corporate Debtor. So, we are of the considered opinion that the present application of the Petitioner/ Financial Creditor to be admitted under Section 7 of the IBC, 2016 and CIRP initiated against the Corporate Debtor.

24. In view of the aforesaid observations, we hereby pass the following Orders.

- i. The petition bearing CP (IB) No. 29/ KOB /2022, filed by M/s. Kerala State Industrial Development Corporation Ltd., the Financial Creditor, under Section 7 of Insolvency and Bankruptcy Code, 2016 for initiating CIRP against the Corporate Debtor M/s. Vysali Pharmaceuticals Ltd., is **ADMITTED**.
- ii. There shall be a moratorium under Section 14 of the Code.
- iii. The moratorium shall have effect from the date of this order till the completion of the CIRP or until the Adjudicating Authority approves the Resolution Plan under Sub-Section (1) of Section 31 of IBC or passes an order for liquidation of Corporate Debtor under Section 33 of the Code, as the case may be.
- iv. Public announcement of the CIRP shall be made immediately as specified under Section 13 of the Code read with Regulation 6 of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Person) Regulations 2016.
- v. The Operational Creditor has proposed the name of one **Mrs. Francis Mathew** having Registration Number: **IBBI/IPA-001/IP-P00995/2017-2018/11642** as Interim Resolution Professional (IRP) and a written communication in the format prescribed under Form 2 of the Insolvency and Bankruptcy Board of India (Application to Adjudicating Authority) Rules, 2016 along with valid authorization has been filed by the proposed IRP, who is appointed as the IRP to take forward the process of Corporate Insolvency Resolution of the Corporate Debtor. The designated IRP must take any additional actions in this regard that are mandated by the law, more specifically specified in Sections 15, 17, and 18 of the Code. The powers of the Board of Directors of the Corporate Debtor shall stand superseded as a consequence of the initiation of the CIRP in relation to the Corporate Debtor in terms of the provisions of IBC, 2016. The fee payable to IRP or as the case may be, the RP shall comply with such



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Regulations, Circulars and Directions as may be issued by the Insolvency and Bankruptcy Board of India (IBBI). The IRP shall carry out its functions as contemplated by Sections 15 and 21 of the Code.

- vi. During the CIRP period the management of the Corporate Debtor shall vest with the IRP or, as the case may be the RP, in terms of Section 17 of the IBC. The officers and managers of the Corporate Debtor shall provide all documents in their possession and furnish every information in their knowledge to the IRP within one week from the date of receipt of this order, in default of which coercive steps will follow.
- vii. The IRP/RP shall submit to this Adjudicating Authority periodical reports as per Regulations/Rules concerning the progress of the CIRP in respect of the Corporate Debtor.
- viii. The Financial Creditor shall deposit a sum of Rs.2,00,000/- (Two Lakhs Only) with the IRP to meet the expenses arising out of issuing publication and inviting claims etc. These expenses are subject to approval by the Committee of Creditors (CoC).
- ix. In terms of Section 7 (5)(a) of the Code, the Registry is hereby directed to communicate a copy of this Order to the Financial Creditor, the Corporate Debtor and IRP by Speed Post & e-mail immediately, and in any case, not later than two days from the date of this order.
- x. Additionally, the Financial Creditor shall serve a copy of this Order on the IRP and on the Registrar of Companies, Kerala, by all available means for updating the Master Data of the Corporate Debtor. The said Registrar of Companies shall send a compliance report in this regard to the Registry of this Tribunal within seven days from the date of receipt of a copy of this order.

SATYARANJAN PRASAD Digitally signed by SATYARANJAN PRASAD  
Date: 2023.10.13 14:40:30 +05'30'

**(Satya Ranjan Prasad)**  
**Member (Technical)**

PANDIAN MOHAN RAJ Digitally signed by PANDIAN MOHAN RAJ  
Date: 2023.10.13 17:23:54 +05'30'

**(P. Mohan Raj)**  
**Member (Judicial)**

Signed on this 13<sup>th</sup> day of October, 2023.

Rajasree R. Nair/Kaushal P.S.