

**IN THE NATIONAL COMPANY LAW TRIBUNAL**  
**MUMBAI BENCH, COURT-V**

**CP(IB)/120(MB)/2023**

Under section 9 of the Insolvency and Bankruptcy Code, 2016 read with Rule 6 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016)

**IN THE MATTER OF**

**Global Wind Infrastructure and Services Private Limited**

Having registered address at Survey No.24/1, 26, 27, 28, 358/2/2, 359/1, Village Kherdi, Kala, Khanvel, Silvassa, Dadra and Nagar Haveli-396230.

**... Operational Creditor**

V/s.

**Triumvirate Sons Enterprises Private Limited**

Having registered address at 502, Plot No.91/94 Prabhat Colony, Santacruz (East), Mumbai- 400055.

**... Corporate Debtor**

**Order delivered on: 20.10.2023**

**Coram:**

**Hon'ble Shri Kuldip Kumar Kareer, Member (Judicial)**

**Hon'ble Smt. Anuradha Bhatia, Member (Technical)**

***Appearances:***

For the Operational Creditor : Adv. Aniruth Purusothaman  
For the Corporate Debtor : Adv. Yash Jariwala

**ORDER**

***Per: - Kuldip Kumar Kareer, Member (Judicial)***

1. This Company petition is filed by Global Wind Infrastructure and Services Private Limited (hereinafter called "**the Operational Creditor**") seeking to initiate Corporate Insolvency Resolution Process (**CIRP**) against Triumvirate Sons Enterprises Private Limited (hereinafter called "**Corporate Debtor**") alleging that the Corporate debtor committed default in making payment to the Petitioner. This petition has been filed by invoking the provisions of Section 9 Insolvency and bankruptcy code, 2016 (hereinafter called "**Code**") read with Rule 6 of Insolvency & Bankruptcy (Application to Adjudicating Authority) Rules, 2016 on the ground that the Corporate Debtor has failed to make payment of a sum of Rs. 2,82,57,157/-/- (Rupees Two Crores Eighty-Two Lakhs Fifty-Seven Thousand One Hundred and Fifty-Seven only) as on 09.09.2022.

**The submissions by the Operational Creditor: -**

2. The Operational Creditor is, inter alia, engaged in the business of operation and maintenance of wind farm projects for generation of electricity by means of Wind Turbine Generators.
3. The Corporate Debtor is a company engaged in setting up

of Wind Farms.

4. It is stated that, the Corporate Debtor entered into an agreement with Operational Creditor for appointment as Maintenance contractor to provide both preventive and breakdown maintenance of the WTGs.
5. It is stated that Operational Creditor rendered its services as per the terms of the agreement.
6. It is stated that the Operational Creditor after rendering the service to Corporate Debtor, as per the agreement, raised various invoices as per agreement which has remain unpaid.
7. It is to be noted that the Corporate Debtor has never raised any dispute in respect to the correctness and validity of the Invoices raised and submitted by the Operational Creditor. The Corporate Debtor had instead acknowledged the receipt of services without any dispute or demur.
8. It is of pertinence to note that the Operational Creditor had sent a demand notice dated 02.12.2022 in Form 3 to the Corporate Debtor to which the Corporate Debtor has neither raised any dispute nor has provided any reply. It is submitted that there are no pre-existing disputes between the Operational Creditor and the Corporate Debtor. The Corporate Debtor has annexed affidavit of no dispute in accordance with Section 9(3)(b) of the IBC 2016.
9. The Corporate Debtor has defaulted in payment of Rs.2,82,57,157/- (Rupees Two Crore Eighty-Two Lakhs

Fifty-Seven Thousand One Hundred Fifty-Seven Only).

10. The Corporate Debtor has not sent any communication to the Petitioner bringing out the disputes and hence, it is a case of admitted liability.
11. Hence this petition.

**Reply filed by the Corporate Debtor:**

12. In the reply, the Corporate Debtor has pleaded that it executed multiple agreements dated 25.12.2009, 12.03.2010 and 07.09.2020 with the Operational Creditor wherein the latter was appointed as maintenance contractor for comprehensive operation and preventive/breakdown maintenance of the wind farm projects for the purpose of generation of electricity set up by the Corporate Debtor in the State of Maharashtra, Karnataka and Tamil Nadu for a period of 10 years.
13. The Corporate Debtor has further stated that it is a going concern and intends to pay the outstanding amount to the Operational Creditor and further that it requires some time to repay the entire debt. It is further stated that irreparable loss and injury will be caused to the Corporate Debtor if the petition is admitted.

**Findings:**

14. We have heard the counsel for the parties and gone through the records.
15. It is the case of the Petitioner/Operational Creditor that

vide various agreements executed with the Corporate Debtor which have been placed on record as Exhibit-G, the Operational Creditor rendered services and raised invoices Exhibit-I, from time to time. The invoices were issued between 09.06.2021 and 11.11.2022. As per the ledger account Exhibit-K, a sum of Rs. 2,82,57,157/- was outstanding. As per the NeSL record Exhibit-F also, the date of default is 09.09.2022 and the total outstanding amount is Rs. 2,82,57,157/-.

16. The Petitioner has further proved on record the Demand Notice Exhibit-N dated 02.12.2022 which was served upon the Corporate Debtor and despite receipt of the said notice, no payment has been made by the Corporate Debtor.
17. In the reply filed by the Corporate Debtor, no substantive defence has been raised. It has only been pleaded that the Corporate Debtor intends to pay the outstanding amount to the Operational Creditor and further that it is a going concern. In our considered view, the Corporate Debtor has not disputed the existence of operational debt nor has raised any pre-existing dispute with regard to the transactions in question. Even otherwise, the present petition under Section 9 is proved to have been filed within a period of limitation.
18. As a result of above discussion, we are of the considered view that the Petitioner in this case has been able to establish the factum of existence of the operational debt and its default committed by the Corporate Debtor and

further that the petition has been filed well within the period of limitation. Therefore, we find the present petition to be a fit one for admission under Section 9 of the Code. Accordingly, the Petition is admitted in the following terms.

**ORDER**

- a. **The above Company Petition No. (IB) 120 (MB)/2023 is hereby admitted** and initiation of Corporate Insolvency Resolution -Process (CIRP) is ordered against **Triumvirate Sons Enterprises Private Limited.**
- b. This Bench hereby appoints **Rathin Majmudar**, Insolvency Resolution Professional, having Registration No: **IBBI/IPA-001/IP-P02576/2021-2022/13928** as the Interim Resolution Professional having email id: - [info@carathin.com](mailto:info@carathin.com) to carry out the functions as mentioned under the Insolvency & Bankruptcy Code, 2016.
- c. The Operational Creditor shall deposit an amount of Rs.3 Lakhs towards the initial CIRP cost by way of a Demand Draft drawn in favour of the Interim Resolution Professional appointed herein, immediately upon communication of this Order.
- d. That this Bench hereby prohibits 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 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 supply of essential goods or services to the Corporate Debtor, if continuing, shall not be terminated or suspended or interrupted during moratorium period.
- f. 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.
- g. 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.
- 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 suspended directors and 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 concerned Registrar of Companies for updating the Master Data of the Corporate Debtor.

Accordingly, this Petition is admitted.

The Registry is hereby directed to communicate this order to both the parties and to the IRP immediately.

**Sd/-**

**ANURADHA BHATIA**  
**Member (Technical)**

**Sd/-**

**KULDIP KUMAR KAREER**  
**Member (Judicial)**