

IN THE NATIONAL COMPANY LAW TRIBUNAL
JAIPUR BENCH

**CORAM: MS. REETA KOHLI,
HON'BLE JUDICIAL MEMBER**

**MS. KAVITA BHATNAGAR,
HON'BLE TECHNICAL MEMBER**

CP No. (IB)- 65/9/JPR/2024

(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:

M/s Mahakaleshwar Mines & Metal Pvt. Ltd.

...Operational Creditor/ Petitioner

Versus

M/s Kamal Sponge Steel & Power Ltd.

...Corporate Debtor/ Respondent

MEMO OF PARTIES

M/s Mahakaleshwar Mines & Metals Pvt. Ltd.

Nagar Sudharnyas Building Bargawan,
Katni, Madhya Pradesh,
Also At: 24/368, Arjun Nagar,
Ahamiya, Rewa (M.P.)

...Petitioner/Operational Creditor

VERSUS

M/s Kamal Sponge Steel & Power Limited

Kamal Kunj, Ahinsa Circle, Subhash Marg,
C-Scheme, Jaipur-302001
Through its Directors
Also at: 17, Bandhavgarh Colony,
Satana-485001 (M.P.)

Solr

Solr

...Respondent/ Corporate Debtor

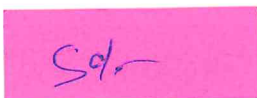
For the Financial Creditor : Tarun Agarwal, Adv.
 Swadeep Singh Hora, Adv.
 Abhinav Garg, Adv.
 Bhaskar Agarwal, Adv.
 Mitali Karwa, Adv.

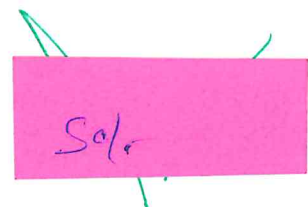
For the Corporate Debtor : Amol Vyas, Adv.

Order Pronounced On: 04.06.2025

ORDER

1. The Company Petition bearing *CP No. 65/9/JPR/2024* has been filed by M/s Mahakaleshwar Mines & Metals Private Limited ('Operational Creditor'/ 'Petitioner') against the Corporate Debtor, namely, *M/s Kamal Sponge Steel & Power Limited* ('Corporate Debtor'/ 'Respondent') under Section 9 of the Insolvency and Bankruptcy Code, 2016 ('IBC' / 'Code') read with Rule 6 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016 ('Rules') seeking initiation of the Corporate Insolvency Resolution Process ('CIRP') of the Corporate Debtor.
2. The Petitioner, *M/s Mahakaleshwar Mines & Metals Pvt. Ltd.*, had approached the Corporate Debtor for buying sponge steel in the year 2016. The Operational Creditor and Corporate Debtor has entered into an agreement for sale of goods on 01.03.2016 under which the Operational Creditor agreed to buy 2600 MT Sponge Iron from the Corporate Debtor.





3. The Corporate Debtor, M/s Kamal Sponge Steel & Power Limited is incorporated under the provisions of the Companies Act, 1956 on 27.03.1991, duly registered with the Registrar of Companies, Jaipur having CIN U24117RJ1991PLC005891 and its registered office is situated at *Kamal Kunj, Ahinsa Circle, Subhash Marg, C-Scheme, Jaipur, Rajasthan, India, 302001*. The authorized share capital and the paid-up share capital of the Respondent is Rs. 20,00,00,000/- and Rs. 19,37,09,000/- respectively. The same has been verified from the online database maintained by the Ministry of Corporate Affairs.
4. The present Petition has been filed on the following set of facts:
- 4.1 The Operational Creditor and Corporate Debtor had entered into an Agreement for sale of goods on 01.03.2016 ('Agreement') wherein the Petitioner agreed to buy 2600 MT Sponge from the Corporate Debtor.
- 4.2 The Corporate Debtor agreed to supply the same on freight to pay basis within one year from execution of the Agreement. In terms of the said agreement the Operational Creditor was required to pay an advance payment of 50% of entire basic value of the sale consideration of Rs. 3,40,60,000/- i.e. 1,70,00,000/- by 30.06.2016.
- 4.3 Accordingly, the Operational Creditor paid the entire advance payment of Rs. 1,70,00,000/- by 14.06.2016. The Corporate Debtor has also raised invoices as against the purchase order dated 01.03.2016.

However, the Corporate Debtor failed to perform its obligation, by not supplying the goods as per the Agreement.

4.4 Therefore, the Operational Creditor sought refund of the said advance payment by sending various reminders to the Corporate Debtor vide letters dated 23.0.2016, 04.04.2017, 06.04.2019, 10.04.2021, 05.04.2023 and 15.02.2024.

4.5 The Corporate Debtor has been acknowledging the due debt and has been seeking time to make payment vide letters dated 02.06.2016, 20.10.2016, 15.11.2017, 02.11.2019, 27.02.2021 and 25.04.2023.

4.6 Thereafter, the Operational Creditor had sent a Demand Notice under Section 8 of Code under Form 3 and 4 via E-mail and speed post on 26.04.2024 and 27.04.2024. The Corporate Debtor has not replied to the said Demand Notice.

4.7 The Operational Creditor has also filed the record of Financial Information-Form C on NeSL portal on 09.07.2024.

4.1. Hence, the instant Petition has been filed alleging a default of Rs. 4,40,36,987/- along with the interest @ 18% P.A. Further, it was stated that the debt fell due on 23.05.2016.

4.2. The relevant details as reflected in Part IV of the Application are reproduced hereunder:

Sd/-

Sd/-

PART IV**PARTICULARS OF OPERATIONAL DEBT**

1.	Total Amount of Debt, Details of Transactions on account of which debt fell due, and the Date from which such debt fell due.	Rs. 1,70,00,000/- (Rupees One Crore Seventy Lakh Only)
2.	Amount claimed to be in default and the date on which the default occurred (Attach the working for computation of amount and dates of default in tabular form)	Amount is default as on 31.03.2024 is INR 4,40,36,987/- (Rupees Four Crores Forty Lakh Thirty-Six Thousand Nine Hundred Eighty-Seven Only) [Rupees 1,70,00,000/- (Rupees One Crore Seventy Lakhs Only) being the principal amount and Rs. 2,70,36,987/- (Rupees Two Crores Seventy Lacs Thirty-Six Thousand Nine Hundred Eighty-Seven Only) being the interest amount @18% P.A. calculated upto 31.03.2024]. Date of Default: Outstanding fell due on 23.05.2016.

5. The Respondent had filed its Reply *vide* Diary No. 2749/2024 dated 11.11.2024 wherein it made the following submissions: -

5.1 The Operational Creditor and Corporate Debtor had entered into an agreement for sale of goods dated 01.03.2016 wherein the Operational Creditor was agreed to purchase 2600 MT Sponge Iron at the price of Rs. 13,100/- per MT plus applicable taxes and duties on ex-works basis from the Corporate Debtor.

Sd/-

Sd/-

- 5.2 As per the terms of the Agreement the Corporate Debtor had to send the said goods through road transport on freight to pay basis. It was further agreed by the Corporate Debtor that the entire goods will be supplied within one year from the execution of the said Agreement.
- 5.3 It was further agreed by the Operational Creditor that an advance payment equivalent to 50% of the sale consideration of Rs. 3,40,60,000/- shall be remitted i.e., Rs. 1,70,00,000/- by 30.06.2016.
- 5.4 Accordingly, the Operational had made the advance payment of Rs. 1,70,00,000/- by 14.06.2016, constituting 50% of the total sale consideration as per the terms of the Agreement.
- 5.5 The Corporate Debtor vide its letter dated 02.06.2017 informed the Petitioner that due to unavoidable circumstances the supply of the goods could not be commenced in August, 2016. Further, it mentioned that the supply of the first tranche of Sponge iron will be executed by the end of the August.
- 5.6 Despite this assurance, the Respondent was unable to commence the supply due to the closure of one of its plants (Sagma Plant) on 16.10.2016 owing to attachment of all its bank accounts by the Enforcement Directorate. The same was communicated to the Operational Creditor vide letter dated 20.10.2016 wherein the Corporate Debtor assured that supplies would be resumed once its bank accounts were restored.

Sdr

Sdr

5.7 Furthermore, it is mentioned that this Tribunal had passed an order on 04.09.2023 in Company Petition bearing no. 18/58-241-242/JPR/2023, restraining the Corporate Debtor from alienating, encumbering, or creating any third-party interests over its assets and properties. This restriction, inter alia, prohibits the Corporate Debtor from making payments to external parties.

6 The Applicant has filed its Rejoinder *vide* Diary No. 3014/2024 dated 19.12.2024 and stated that:

6.1 The Corporate Debtor in its reply has admitted the existence of debt qua the Agreement for sale of goods dated 01.03.2016 executed between the Corporate Debtor and Operational Creditor.

6.2 The Corporate Debtor has agreed to supply the goods by 31.03.2017 however admittedly no goods have been supplied to the Operational Creditor. The Corporate Debtor repeatedly acknowledged the debt vide numerous letters dated 02.11.2019 and 25.04.2023.

6.3 As per the law laid down by the Hon'ble Supreme Court and Hon'ble NCLAT, advance payment made under an Agreement for purchase of goods shall constitute debt under section 5(21) of the Code for the purpose of Section 9 of the Code.

6.4 It is further submitted that it is settled position of law, pendency of inter-se dispute between the directors does not act as a bar to initiation

of CIRP under the Code. The Corporate Debtor in the present case, intentionally misusing the scheme of the Companies Act and seeks benefit from its own mismanagement to defeat the admitted and bonafide claim of the Operational Creditor.

6.5 The Corporate Debtor has not raised any pre-existing dispute and acknowledged the debt vide numerous letters.

7 The Operational Creditor has filed an affidavit vide Diary no.182/2025 dated 21.04.2025 to place on record letters of acknowledgement by the Corporate Debtor which are as follows:

- Letter dated 15.11.2017 sent by the Corporate Debtor to the Operational Creditor acknowledging the debt;
- Letter dated 27.02.2021 sent by the Corporate Debtor to the Operational Creditor acknowledging the debt.

8 The Operational Creditor filed its written submissions vide Diary No. 783/2025 whereby reiterated the same as mentioned in the Petition and additionally in support of its arguments relied on the following case laws on various subject matters:

8.1 Advance payment to Corporate Debtor for supply of goods constitutes 'Operational Debt'

- *Consolidated Construction Consortium Limited Vs Hitro Energy Solutions, 2022 7 SCC 164*

Sd/-

Sd/-

- *Sanam Fashion & Design Exchange Ltd. Vs Ktex Nonwovens Pvt. Ltd., NCLAT Company Appeal (AT) (Ins.) No. 1234/2023*
- *Diligent Media Corporation Ltd. Vs Datalink Multi Trading Pvt. Ltd., 2024 SCC OnLine NCLT 1486*

8.2 Acknowledgement of advance payment by Corporate Debtor within limitation period amounts to fresh period of Limitation

- *Laxmi Pat Surana Vs Union Bank of India (2021) 8 SCC 481*
- *Vivek Jha Vs Daimler Financial Services India Private Ltd. & Anr., NCLAT Company Appeal (AT) Insolvency No. 756/2018*
- *Navmi Steel Traders Private Limited Vs Maruti Strips and Ferro Alloys Private Limited, 2024 SCC OnLine NCLT 2474*

8.3 CIRP can be initiated against a company that is already subject to attachment proceedings under the PMLA

- *The Directorate of Enforcement Vs Sh. Manoj Kumar Agarwal and Ors. NCLAT, Company Appeal (AT) (IT) No. 575/2019*
- *Mr. B. Parameshwara Udpa Vs Assistant PF Commissioner and Ors., NCLAT, Company Appeal (AT)(CH) (Ins) No. 231/2021*
- *National Spot Exchange Limited and Ors. Vs Namdhari Food International Pvt. Ltd. And Ors., NCLAT, Company Appeal (AT) (Insolvency) Nos. 293 and 301/2020, MANU/NL/0398/2021*
- *Tapadia Polyesters Pvt. Ltd. Vs Sales Tax Officer Professional Tax Officer & Anr., NCLAT, Company Appeal (AT) (Insolvency) No. 366/2023*
- *M/s Packwell (India) Ltd. Vs M/s Emgee Cables And Communication, IA No. 15/JPR/2022 in CP No. (IB)-601/ND/2018*
- *Ram Ratan Modi Vs ICICI Bank, IA No. 1477/KB/2020 in CP(IB) No. 184/KB/2018*
- *Om Prakash Agarwal Vs Tax Recovery Officer & Another, IA No. 992/2020 in CP/294/2018*
- *Anil Goel, Liquidator Vs Deputy Director, Directorate of Enforcement in the matter of REI Agro Limited, CA(IB) No. 435/KB/2018 in CP(IB) No. 73/KB/2017*

8.4 Pendency of Inter-se dispute between Directors not bar to initiation of CIRP under the code

Sd/-

Sd/-

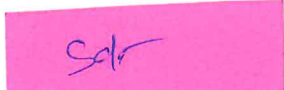
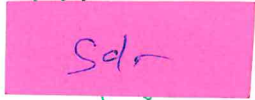
- *Jagmohan Bajaj Vs Shivam Fragrances Private Limited, NCLAT, Company Appeal (AT) (Insolvency) No. 428/2018*
- *Jagmohan Bajaj Vs Shivam Fragrances Private Limited, SC Civil Appeal No. 853/2019*
- *Clarion Health Food LLP Vs Goli Vada Pav Pvt. Ltd., NCLAT, Company Appeal (AT) (Ins.) No. 1522/ 2023*

- 9 The Corporate Debtor has filed an additional affidavit vide Diary No. 804/2025 dated 22.04.2025 wherein it is disclosing the details and status of pending PMLA proceedings before the PMLA Appellate Tribunal, New Delhi.
- 10 The Corporate Debtor has filed its written submissions vide Diary No. 803/2025 dated 22.04.2025 and states that there is an attachment imposed by the ED and there is restriction placed by this tribunal prohibiting the Corporate Debtor from alienating the assets. Further, it is mentioned that the Petitioner has paid advance amount in 2016 and the present Petition is filed in year 2024, therefore it is clearly time-barred.
- 11 We have heard the Ld. Counsels for the parties and perused the averments made in the Petition, Reply, Written Submissions and all the documents enclosed with the Petition.
- 12 Before dealing with the merits of the case, we may recapitulate some of the significant events and relevant dates which are going to have a bearing on the determination of the present case. To deal with the contention raised by the parties, it is relevant to set out certain facts concerning the transaction taken place between the Operational Creditor and the Corporate Debtor: -

Solo

Solo

- 12.1 The present petition has been preferred by the Petitioner due to non-supply of the MT Sponge Iron from the Corporate Debtor. The Operational Creditor and Corporate Debtor has entered into an Agreement for Sale of goods on 01.03.2016. The Corporate Debtor has agreed to supply 2600 MT Sponge Iron on freight to pay basis within 1 year from execution of the Agreement.
- 12.2 In terms of the said agreement the Petitioner was required to make an advance payment equivalent to 50% of the total sale consideration amount of Rs. 3,40,60,000/-. In view of the same, the Petitioner has made the payment of Rs. 1,70,00,000/- to the Corporate Debtor. However, the Corporate Debtor failed to supply the requisite goods and failed to perform its obligation as agreed in the Agreement for Sale dated 01.03.2016.
- 12.3 As a result of that, the Petitioner has issued the Demand Notice dated 26.04.2024 to the Corporate Debtor under Section 8 of the Code, 2016 which was delivered to the Corporate Debtor through speed post on 27.04.2024. However, no response has been filed the Corporate Debtor to the said Demand Notice.
- 12.4 On perusal of the records, it transpires that the Corporate Debtor time and again acknowledges its liability to pay to the Operational Creditor. The relevant extracts of letters where the Corporate Debtor has

SdrSdr

acknowledged its liability towards the Petitioner are reproduced hereunder: -

Sr. No.	Letter date	Relevant Extracts of the Letters
1.	15.11.2017	<i>"We have informed the above development to you with regards to our deal for supply of Sponge Iron.</i> <u>Due to attachment of Bank Accounts & Provisional Attachment we are not able to refund you the advance amount paid by you to us."</u>
2.	02.11.2019	<i>"We have informed the above developments to you with regards to our deal for supply of Sponge Iron. <u>Due to attachment of bank accounts, we are not able to refund you the advance paid by you to us."</u></i>
3.	27.02.2021	<i>"Due to above, our Bank Accounts are still inoperative and we are no able to refund you the advance amount paid by you to us. <u>We assure you that the advance paid by you will be returned to you one our Bank Accounts become operative."</u></i>

Sdr

Sdr

4.	25.04.2023	<u><i>"We assure you that the advance you paid will be returned to you once our bank accounts are operational."</i></u>
----	------------	---

13 At this juncture, it is relevant to refer the Judgement of Hon'ble Supreme Court in the matter of *N. Subramanian Vs Aruna Hotels Limited & Anr. (2021) 7 SCC 802* wherein it was held that:

"10.....It is clear that there is an acknowledgement of liability, which therefore shows that there is no "dispute" as to amounts owed to the Appellant."

14 In the instant case, it is an admitted fact between the parties that the Corporate Debtor on various occasions had acknowledged its liability and showing its inability to pay the advance amount paid by the Operational Creditor.

15 Furthermore, the Corporate Debtor raised an argument that the Petition filed under Section 9 of the Code is time barred. Therefore, in the present case, the issue pertains to the question of limitation period for a petition to be filed under section 9 of the Code and whether acknowledgement of debt in writing giving rise to fresh limitation period.

16 The present petition by Operational Creditor is filed on 29.07.2024. As per the Corporate Debtor's contention, the present petition is barred by limitation, since the advance amount was remitted in June 2016. Therefore, the limitation period is supposed to end in year 2019. However, there had been several

Sd/-

Sd/-

acknowledgments by Corporate Debtor vide communication letters dated 15.11.2017, 02.11.2019, 27.02.2021 and 25.04.2023. Such written acknowledgments by the Corporate Debtor would extend the limitation period therefore, the instant petition filed by the Operational Creditor is under the period of limitation.

17 As per the decision of Hon'ble Supreme Court in *Laxmi Pat Surana Vs Union of India & Anr.*, Appeal No. 2734 of 2020 [Para 35, 36, 37] has held that if there is an acknowledgment of debt in writing within a limitation period, a fresh limitation period as per section 18 of Limitation Act commences from the date of the acknowledgment of debt.

18 It would be appropriate to refer the statutory provisions. Section 18 of the Limitation Act provides that where acknowledgment in writing of the liability is made by a party against whom any right is claimed, a fresh period of limitation shall be computed from the time when the acknowledgment is so signed. The said Section is reproduced hereunder:

“18. Effect of acknowledgment in writing:-

1. *Where, before the expiration of the prescribed period for a suit or application in respect of any property or right, an acknowledgment of liability in respect of such property or right has been made in writing signed by the party against whom such property or right is claimed, or by any person through whom he derives his title or liability, a fresh period of limitation shall be computed from the time acknowledgment was so signed.*
2. *Where the writing when containing the acknowledgment is undated, oral evidence may be given of the time when it was signed; but subject to the*

provisions of the Indian Evidence Act, 1872 (1 of 1872), oral evidence of its contents shall not be received.

Explanation:-*For the purposes of this section,—*

(a) an acknowledgment may be sufficient though it omits to specify the exact nature of the property or right, or avers that the time for payment, delivery, performance or enjoyment has not yet come or is accompanied by a refusal to pay, deliver, perform or permit to enjoy, or is coupled with a claim to set off, or is addressed to a person other than a person entitled to the property or right,

(b) the word “signed” means signed either personally or by an agent duly authorised in this behalf, and

(c) an application for the execution of a decree or order shall not be deemed to be an application in respect of any property or right.”

19 The Hon’ble Supreme Court in *B.K. Educational Services Private Limited Vs.*

Parag Gupta and Associates [Civil Appeal No.23988 Of 2017 And 439/2018, 436/2018, 3137/2018, 4979/2018, 5819/2018, 7286/2018] and other cases had clarified that the period of limitation for filing applications for initiation of insolvency proceedings would be three years from the date of default.

20 However, it is also trite now that an application under Section 9 of the Code, 2016 would not be barred by limitation, on the ground that it had been filed beyond a period of three years from the date of default when the debt became due, if there were acknowledgements of the debt or part payment by the Corporate Debtor before expiry of the period of limitation of three years, in which case the period of limitation would get extended by a further period of three years as envisaged under Section 18 of the Limitation Act, 1963 or under Section 19 of the Limitation Act, 1963 respectively. It is pertinent to note that the effect and operation of Section 18 of the Limitation Act, 1963 or Section

19 of the Limitation Act, 1963 is not to revive a debt, the recovery of which is time barred as per the Limitation Act, but only to extend an existing period of limitation.

21 As regards the contention of the Applicant that there is a continuous acknowledgement of debt vide letters from 2017-2023, it is necessary to refer the judgment of Hon'ble Supreme Court in *Dena Bank (now Bank of Baroda) versus C. Shivakumar Reddy and Anr.*, [Civil Appeal No. 1650 of 2020], wherein the Hon'ble Supreme Court held and observed that: "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. Such acknowledgement need not be accompanied by a promise to pay expressly or even by implication. However, the acknowledgement must be made before the relevant period of limitation has expired."

22 Thus, the present Petition filed by the Operational Creditor is well within limitation since the Corporate Debtor has acknowledged its liability to pay the advance amount paid for supply of goods as agreed under the Agreement for sale of goods dated 01.03.2016.

23 Further, the Corporate Debtor has not taken the defence of any pre-existing dispute, nor there is any intimation of any suit or arbitration proceeding regarding the present matter, pending before any forum.

Sd/-

Sd/-

24 The Operational Creditor has also filed an affidavit under section 9(3)(b) of the Insolvency and Bankruptcy Code, 2016 which shows that there is no notice given by the Corporate Debtor relating to a dispute of the unpaid operational debt.

25 The Petitioner had served the Demand Notice dated 26.04.2024 upon the Corporate Debtor and the same has also not been contested by the Respondent.

26 Having considered the facts and circumstances and the material available on record, the Petition filed by the Operational Creditor is complete in all respect.

27 In the present Petition, the debt and the default stands established and the same has also not been denied by the Corporate Debtor. Thus, we are of the view that in the instant case, all the ingredients laid out under Section 9 are fulfilled. Therefore, we are inclined to initiate CIRP of the Corporate Debtor i.e., *M/s Mahakaleshwar Mines & Metals Private Limited*.

28 Further, we hereby appoint *Mr. Pawan Kumar Sharma* having registration no. IBBI/IPA-001/IP-P01679/2019-2020/12645 as Interim Resolution Professional of the Corporate Debtor from the available list of panel of Resolution Professionals as maintained by IBBI to conduct the Insolvency Resolution Process as mentioned under the Insolvency and Bankruptcy Code, 2016. The email address of the IRP is 'ca.pawansharma1@gmail.com'.

29 The IRP is directed to take all such steps as are required under the statute, inter-alia in terms of Sections 15, 17, 18, 19, 20 and 21 of the Code and transact proceedings with utmost dedication, honesty and strictly in

accordance with the provisions of the Code, and Rules and Regulations thereunder. The Interim Resolution Professional /Resolution Professional to check the genuineness of the claim while admitting the operational dues of the Applicant.

30 Consequences of initiation of CIRP shall be inter-alia as follows:

30.1 The IRP appointed by the Adjudicating Authority is directed to take over the affairs of the Corporate Debtor and duties as required to be performed by him under the provisions of Code including issue of publication in widely circulated Newspapers as contemplated under the provisions of the Code and calling for claims from the creditors of the Corporate Debtor; and collation of the same.

30.2 Further, as a sequel of admission, moratorium as envisaged under Section 14 of the Code is invoked in relation to the Corporate Debtor which will be in vogue during the CIRP of the Corporate to Debtor. The IRP shall carry out CIRP strictly as per the timelines specified and as envisaged under the provisions of the Code in relation to the

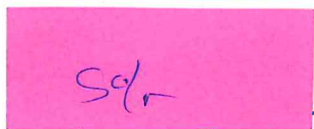
30.3 The said IRP shall act strictly in accordance with the provisions of the Code. This Bench also directs for an advance payment of Rs. 1,00,000/- (Rupees One Lakh only) to be paid by the Petitioners to the Interim Resolution Professional immediately to initiate the process which shall be adjusted towards the CIRP Cost. In terms of Section 17 and 19 of

the Code all personnel of the Corporate Debtor including promoters and Board of Directors, whose powers shall stand suspended, shall extend all cooperation to the IRP during his tenure as such and the management of the affairs of the Corporate Debtor shall vest with the IRP.

30.4 The Registry is directed that this order shall be communicated within 3 days from passing of this order, to the Petitioners, the Corporate Debtor as well as the IRP appointed by this Adjudicating Authority to carry out CIRP. A copy of this order shall also be communicated to IBBI for its records.

31 Accordingly, *CP No. (IB)-65/9/JPR/2024* is admitted.

32 The Registry is directed immediately to send a soft copy of the instant Application along with this order to the parties along with the IRP appointed herein.



KAVITA BHATNAGAR
TECHNICAL MEMBER



REETA KOHLI
JUDICIAL MEMBER

RJ/LRA