



**IN THE NATIONAL COMPANY LAW TRIBUNAL, AHMEDABAD**  
**COURT - 2**

ITEM No.2  
CP(IB)/268(AHM)2022

**Proceedings under Section 7 IBC**

**IN THE MATTER OF:**

Fiat Accord Fabrics Private Limited  
V/s  
Asya Infosoft Limited

.....Applicant

.....Respondent

**Order delivered on 17/05/2023**

**Coram:**

Mr. Deep Chandra Joshi, Hon'ble Member(J)  
Mr. Ajai Das Mehrotra, Hon'ble Member(T)

**ORDER**

The case is fixed for pronouncement of order.

The order is pronounced in open Court vide separate sheet.

-Sd-

**AJAI DAS MEHROTRA  
MEMBER (TECHNICAL)**

-Sd-

**DEEP CHANDRA JOSHI  
MEMBER (JUDICIAL)**



**NATIONAL COMPANY LAW TRIBUNAL  
AHMEDABAD  
COURT II**

**CP(IB)/268/NCLT/AHM/2022**

(Under Section 7 of the Insolvency & Bankruptcy Code, 2016 read with Rule 4 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016)

**In the Matter of:**

**FIAT ACCORD FABRIC PRIVATE LIMITED**

**...APPLICANT/FINANCIAL CREDITOR**

**Versus**

**ASYA INFOSOFT LIMITED**

**...RESPONDENT/CORPORATE DEBTOR**

**Order Pronounced On: 17/05/2023**

**Coram:**

**DEEP CHANDRA JOSHI,  
HON'BLE MEMBER (JUDICIAL)**

**AJAI DAS MEHROTRA,  
HON'BLE MEMBER (TECHNICAL)**



**MEMO OF PARTIES**

**M/s. Fiat Accord Fabric Private Limited**

(CIN: U25209GJ2011PTC066761)

Plot No. 517, GIDC Odhav,

Nr. Adinathnagar,

Odhav Ahmedabad,

Gujarat-382415

Email: [advgarg@gmail.com](mailto:advgarg@gmail.com)

**...Applicant/Financial Creditor**

**Versus**

**M/s. Asya Infosoft Limited**

CIN: L72900GJ1985PLC029849

H. N. House, 4<sup>th</sup> Floor, Nidhi Complex,

Navrangpura, Ahmedabad,

Gujarat- 380009

Email: [sayainv@gmail.com](mailto:sayainv@gmail.com)

**.... Respondent/Corporate Debtor**

**Appearance**

For the Applicant : Mr. Dheeraj Garg, Advocate

For the Respondent : Ex-parte



## **ORDER**

1. This application is filed by M/s. Fiat Accord Fabric Private Limited – the Financial Creditor through its authorized representative Mr. Girish Kalubhai Gohil who is duly authorized vide Board Resolution dated 15.07.2022, to file this Application, against M/s. Asya Infosoft Limited – the Corporate Debtor under Section 7 of the Insolvency and Bankruptcy Code, 2016 (IBC, 2016) read with Rule 4 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016 with a prayer to initiate the Corporate Insolvency Resolution Process (in short “CIRP”) against the Corporate Debtor. The amount claimed in default is Rs. 5,38,49,032/- (Rs. 4,87,33,645/- being principal amount + 51,15,387/- being interest charged on principal amount @ 12% interest). The date of default is stated to be 30.06.2022.

2. Learned Counsel for the Financial Creditor appeared and made the averments which are summarised as under:

I. The Financial Creditor i.e., M/s. Fiat Accord Fabric Private Limited is a private limited company incorporated under the provisions of the Companies Act, 1956 on 16.08.2011 with CIN No. U25209GJ2011PTC066761. The registered office of the Financial Creditor is situated at Plot No. 517, GIDC Odhav Nr. Adinathnagar, Odhav Ahmedabad, Gujarat- 382415.



- II. The Corporate Debtor i.e., M/s. Asya Infosoft Limited is a listed company incorporated under the provisions of the Companies Act, 1956 on 02.12.1985 with CIN No. L72900GJ1985PLC029849. The registered office of the Corporate Debtor is situated at H. N. House, 4<sup>th</sup> Floor, Nidhi Complex Navrangpura, Ahmedabad, Gujarat- 380009. The authorized/nominal share capital and Paid Up Share Capital of the Corporate Debtor are Rs. Rs.17,00,00,000/- and Rs. 12,05,72,920/- respectively.
- III. The Corporate Debtor was in need of funds to manage its business operations, and hence, the Corporate Debtor approached the Financial Creditor to take unsecured loan.
- IV. The Financial Creditor and Corporate Debtor entered into an Inter Corporate Loan Agreement dated 15.07.2019 and the Financial Creditor agreed to lend an unsecured loan (as Inter-Corporate Borrowing) up to Rs. 6,00,00,000/- in tranches as per the demand of the Corporate Debtor. As per the agreement, the loan shall carry a rate of interest of 12% per annum to be calculated from the date of disbursement till the date of actual repayment.
- V. The interest shall be paid on six month basis, however, if the outstanding interest along with the principal amount drawn by



the Corporate Debtor do not collectively exceed an amount of Rs. 6,00,00,000/- as on every six months, then the Corporate Debtor may choose to not to pay or part pay the interest but such unpaid interest shall be added up in the principal amount and shall carry interest in the similar manner as the original principal amount would carry.

- VI. The Corporate Debtor agreed to repay the entire loan within 30 days on demand by the Financial Creditor with the agreed rate of interest as mentioned hereinabove.
- VII. The Financial Creditor had assured the Corporate Debtor that it shall not demand the repayment of the principal amount till the expiry of one year from the date of this agreement. Similarly, the Corporate Debtor also agreed that it shall not close this loan prior to the expiry of one year from the date of this agreement. The Corporate Debtor assured the Financial Creditor that repayment will be done on request of the Financial Creditor and interest will be payable on annual basis.
- VIII. The Financial Creditor disbursed the total amount of Rs. 4,87,33,645/- between the period of 20.07.2019 to 20.04.2022. Since the Corporate Debtor failed to repay the outstanding debt, the Financial Creditor sent the Demand Notice to the Corporate Debtor on 31.05.2022 calling upon the Corporate Debtor to



repay the entire principal amount of Rs. 4,87,33,645/- as on 30.04.2022 along with outstanding interest of Rs. 1,15,387/-.

IX. The Corporate Debtor vide email dated 05.11.2022 has also acknowledged the debt of Rs. 4,87,00,000/-.

X. Since the Corporate Debtor failed to make the payment of the outstanding amount along with 12% interest and did not even dispute the claim of the Financial Creditor, the Financial Creditor filed this petition on 19.09.2022 under section 7 of IBC, 2016 to initiate the CIRP against the Corporate Debtor.

XI. The name of the Interim Resolution Professional (**'IRP'**) Mr. Sumit Rajnikant Mehta, having registration No. IBBI/IPA-003/ICAI-N-00395/2021-2022/13986 is proposed and the consent of the IRP is also placed on record.

3. We have heard the learned counsel for the Financial Creditor and perused the relevant documents available on record. It is noted that the Financial Creditor and the Corporate Debtor entered into an Inter Corporate Loan Agreement dated 15.07.2019. The Financial Creditor disbursed the total amount of Rs. 4,87,33,645/- between the period of 20.07.2019 to 20.04.2022. Since the Corporate Debtor failed to make the payment, the Financial Creditor sent a Demand Notice to the Corporate Debtor on 31.05.2022 calling upon the Corporate



Debtor to repay the entire principal amount of Rs. 4,87,33,645/- as on 30.04.2022 along with outstanding interest of Rs. 1,15,387/-. As per the agreement dated 15.07.2019, the Corporate Debtor had to repay the entire loan within 30 days from the date of demand by the Financial Creditor. Hence, the date of default is 30.06.2022 which is after the expiry of 30 days from the date of demand. It is also noted that the Corporate Debtor vide its email dated 15.11.2022 has also acknowledged the debt of the Financial Creditor.

4. This application is filed before this Adjudicating Authority on 19.09.2022 which is within the prescribed limitation period. After giving several opportunities, no one appeared on behalf of the Corporate Debtor. Hence, this Adjudicating Authority vide its order dated 19.04.2023 closed the right of Corporate Debtor to file the reply. Again none appeared for Corporate Debtor in the final hearing on 01.05.2023. This application is complete, the debt is above threshold and application is filed within limitation.

5. In view of the above, we admit this application and pass the following order as under:

- (i) The Corporate Debtor- M/s. Asya Infosoft Limited is admitted in CIRP under section 7 of the IBC, 2016.



(ii) The moratorium under section 14 of the IBC, 2016 is declared for prohibiting all of the following in terms of section 14(1) of the IBC, 2016.

- 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 Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002;*
- d. *the recovery of any property by an owner or lessor where such property is occupied by or in the possession of the corporate debtor.*

(iii) It is further directed that the supply of essential goods/services to the Corporate Debtor, if continuing, shall not be terminated or suspended or interrupted during the moratorium period as per provisions of sub-sections (2) and (2A) of Section 14 of IBC, 2016.

(iv) The order of moratorium shall have effect from the date of this order till the completion of the CIRP or until this



Adjudicating Authority approves the Resolution Plan under section 31(1) or passes an order for liquidation of Corporate Debtor under section 33 of the IBC, 2016, as the case may be.

(v) The Financial Creditor has proposed the name of Mr. Sumit Rajnikant Mehta as Insolvency Resolution Professional (“IRP”), who is hereby appointed as IRP of Corporate Debtor having registration number No. IBBI/IPA-003/ICAI-N-00395/2021-2022/13986 having office at 303 Agam Flats, Near Sharda Mandir School, Paldi, Sharda Mandir School, Ahmedabad 380007, subject to the condition that no disciplinary proceedings are pending against him. Specific consent of the IRP in Form 2 along with disclosures as required under IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 is filed, which is on record.

(vi) The IRP shall perform all his functions as contemplated, inter-alia, by sections 17, 18, 20 & 21 of the IBC, 2016. It is further made clear that all personnels connected with Corporate Debtor, its Promoter or any other person associated with management of the Corporate Debtor are under legal obligation under section 19 of the IBC, 2016 for extending assistance and co-operation to the IRP. Where any personnel of the Corporate Debtor, its Promoter or any other person required to assist or co-



operate with IRP, do not assist or co-operate the IRP is at liberty to make appropriate application to this Adjudicating Authority with a prayer for passing an appropriate order.

(vii) This Adjudicating Authority directs the IRP to make a public announcement of initiation of CIRP and call for submission of claims under section 15 as required by section 13(1)(b) of the IBC, 2016.

(viii) The IRP shall be under duty to protect and preserve the value of the property of the Corporate Debtor and manage the operations of the Corporate Debtor as a going concern as a part of obligation imposed by section 20 of the IBC, 2016. The Financial Creditor is directed to pay an advance of **Rs.1,00,000/-** (Rupees One Lakh Only) to the IRP within two weeks from the date of receipt of this order for the purpose of smooth conduct of CIRP and IRP to file proof of receipt of such amount to this Adjudicating Authority along with First Progress Report. Subsequently, IRP may raise further demands for interim funds, which shall be provided as per the Rules.

(ix) The Registry is directed to communicate a copy of this order to the Financial Creditor, Corporate Debtor and to the IRP and the concerned Registrar of Companies, after completion of necessary formalities, within seven working days and upload the



same on the website immediately after the pronouncement of the order.

6. Accordingly, CP (IB) No. 268 of 2022 stands admitted.

-SD-

**AJAI DAS MEHROTRA  
MEMBER (TECHNICAL)**

-SD-

**DEEP CHANDRA JOSHI  
MEMBER (JUDICIAL)**

Rajeev Kr. Sen/PS