



NATIONAL COMPANY LAW TRIBUNAL,
MUMBAI BENCH COURT VI

Item No. P-1

C.P.(IB)/1159(MB)2025

CORAM

SHRI SAMEER KAKAR
HON'BLE MEMBER (TECHNICAL)

SHRI NILESH SHARMA
HON'BLE MEMBER (JUDICIAL)

ORDER SHEET OF HEARING DATED **19.02.2026**

NAME OF THE PARTIES : **Bank Of India Limited**

Vs.

Borivali Healthcare Private Limited.

Under Section 7 of the IBC, 2016.

ORDER

The case is fixed for pronouncement of the order. The order is pronounced in the open court, vide separate order. Detailed order is being uploaded on the NCLT portal today.

Sd/-
SAMEER KAKAR
MEMBER (TECHNICAL)

//SS//

Sd/-
NILESH SHARMA
MEMBER (JUDICIAL)



**IN THE NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH – VI
CP(IB)/1159/MB/2025**

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

In the matter of

BANK OF INDIA LTD.

Registered Office at

Oriental Building, Esplanade Road,
Mumbai Maharashtra

Head Office

At Star house, C-5, "G" Block.
Bandra Kurla Complex,
Bandra [E], Mumbai 400 051

Branch Office at

Bank of India Ltd.

Asset Recovery Management Branch.
First Floor, Bank of India Building,
Andheri West, Mumbai-400058

... Applicant/Financial Creditor

Vs.

BORIVALI HEALTH CARE PVT. LTD.

Having its registered office at
602, Setu Apta Sagar Complex,
Saibaba Nagar, NR J B Khot
School Borivali(W), Mumbai,
Maharashtra India - 400092.

*... Respondent/Corporate Debtor
Order pronounced on 19.02.2026.*

CORAM :

**SH. NILESH SHARMA, HON'BLE MEMBER (JUDICIAL)
SH. SAMEER KAKAR, HON'BLE MEMBER (TECHNICAL)**

APPEARANCE (IN HYBRID MODE)



For Financial Creditor: Adv. Mr. Karan Thackeray i/b MV Kini Law Firm

For Corporate Debtor: Adv. Mr. Gaurav Jalendra.

ORDER

PER: Bench

1. This petition has been filed by Bank of India Ltd. (Applicant), having head office at Star house, C-5, "G" Block. Bandra Kurla Complex, Bandra [E], Mumbai 400 051 and branch at Asset Recovery Management Branch. First Floor, Bank of India Building, Andheri West, Mumbai-400058, through Mr. Amresh Deep, Assistant General Manager.
2. Perusal of the Part II reveals that the Corporate Debtor herein is Borivali Healthcare Pvt. Ltd. having *CIN No. U85300MH2022PTC374757* and Registered Office at Setu Apta Sagar Complex, Saibaba Nagar, Nr J B Khot School, Borivali (W), Mumbai, Maharashtra, India - 400092. The Corporate Debtor was incorporated on 12.12.2022.
3. The applicant has named *Mr. Manmohan Jhavar*, Registration Number *IBBI/IPA-001/IP-P00334/2017-18/10604* as IRP to be appointed in case the application is admitted. The applicant has attached the Form 2 as Annexure -D.
4. It is stated that the Corporate Debtor is in the business of Health Care & Medical Services.
5. It is stated that the Corporate Debtor was sanctioned with aggregate credit limits of INR 10.45 crores [Ten crores forty-five lakhs] by Bank of India Ltd, the Financial Creditors vide its last sanction letter KDV/CR/2023-24 15.07.2023.
6. It is stated that initially, the credit facilities were sanctioned in the year 2022 for an amount of Rs. 9.95 crores vide sanction letter 10.03.2022 which were later



revised to Rs. 10.45 Crores. The details of the various Credit Facilities sanctioned and disbursed are as under :-

Nature of Facility	Amount Rs. Crores	Date of Disbursement
Term Loan-1	6.86	16.03.2022
Term Loan-2	0.70	16.03.2022
Term Loan- 3	2.39	16.03.2022
Overdraft limit	0.50	15.07.2023
Total	10.45	

7. It is stated that the term loans were repayable in 108 monthly instalments and the overdraft limit was repayable on demand.
8. It is stated that the Corporate Debtor failed to honor the repayment commitment due to failure to generate sufficient cash flows. Financial Creditor consistently followed up with the Corporate Debtor to regularize the above accounts through personal contacts and through letters. The Corporate Debtor, despite regular follow up from the Financial Creditor, did not take any steps to regularize the accounts.
9. It is stated that due to interest/instalments non-payment for various facilities from Feb 2024 onwards, the account has been classified as NPA · w.e.f. 29.05.2024 in accordance with guidelines of Reserve Bank of India.
10. It is stated that subsequently Authorized Officer of the Financial Creditor issued notice under Sec 13(2) of SARFAESI Act 2002 on 30.05,2024 by giving 60 days' time for re-payment.
11. It is stated that recovery efforts, as stated above, put in by the Financial Creditor have resulted in total recovery of Rs. 46.04 lakhs from the Corporate Debtor after declaring its loan account into NPA category. The last such recovery was made on 31.12.2024.
12. It is stated that with this the total amount in default and payable by the Corporate Debtor to the Financial Creditor as on 04.09.2025 is Rs. 10,91,58,291/- [Rupees



Ten Crores Ninety-One Lakhs Fifty-Eight Thousand Two Hundred and Ninety-One] plus, further interest thereon compounded with monthly interests from 04.09.2025 onwards along with penal interest and other costs and expenses incurred and to be incurred for preservation and enforcement of the securities till the date of full and final payment and/or recovery.

13. The date of default is stated to be 31.07.2024 i.e. after 60 days from the date of recall notice dated 30.05.2024.

14. The applicant has attached the working for computation of total amount in default as "Annexure E".

15. It is stated that the applicant is holding the following securities for the various credit facilities: -

- i. Registered Mortgage of Units Nos;210,211,212,213,214, Lancelot CHS, SV Road, Borivali (w) Mumbai- 400 092 held in the name of M/s Borivali Healthcare Pvt. Ltd.
- ii. Exclusive charge by hypothecation of equipment and machineries acquired through bank finance.

16. Applicant has attached NESL record of default at Annexure G.

17. The Applicant has relied upon the following documents: -

- i. Copy of the Loan Application from the Corporate Debtor.
- ii. Copy of the last sanction later dated 15.07.2023 of the Financial Creditor duly acknowledged and accepted by the Corporate Debtor.
- iii. Copy of the Term Loan Agreement-I [Rs 6.86 Crores] dated 16.03.2022 duly executed, by the Corporate Debtor.
- iv. Copy of the Term. Loan Agreement-2 [Rs. 0.70. Crores) dated 16;03.2022 duly executed by the Corporate Debtor.



- v. Copy of the Term Loan Agreement-3 [Rs 2.39 Crores] dated 16.03.2022 duly executed by the Corporate Debtor.
 - vi. Copy of the DPN and Take Delivery Letter dated 28.07.2023 along with other undertaking with regard to Overdraft Facility.
 - vii. Copy of the Guarantee Agreements dated 16.03.2022 & 27.07.2023 executed by Mr. Kant Shah and Ms. Namrata Agarwal as Guarantors in their personal capacity in favour of the Financial Creditor.
 - viii. Copy of the Deed of Hypothecation dated 27.07.2023 duly signed by the corporate debtor in favour of Financial Creditor.
18. The Applicant filed additional affidavit dated 13.11.2025 annexing amended Form -1. In the amended Form-1 the date of default is mentioned as 29.02.2024. Applicant has stated that the date of NPA is 29.05.2024. The amended Form-1 was taken on record vide order dated 17.11.2025 and notice was issued to the Corporate Debtor.
19. In pursuance of the notice, the applicant filed an affidavit of service dated 11.12.2025. The same was taken on record vide order dated 11.12.2025. The order further states that Corporate Debtor was served on 10.12.2025.
20. Reply was filed by the Corporate Debtor under affidavit dated 11.02.2026 duly affirmed by Mr. Kant Jitendra Shah, duly authorized through Board Resolution dated 10.12.2025.
21. In reply the Corporate Debtor has not denied the existence of debt and default. Para 5 & 6 of the said affidavit are reproduced below: -
- “5. I say and submit that the Corporate Debtor is presently not in a financial position to clear the outstanding dues of the Applicant as well as those of other



creditors, and accordingly states and declares that the Corporate Debtor is insolvent.

6. It is submitted that, in view of the facts and circumstances stated hereinabove, the present Company Petition deserves to be admitted in accordance with the provisions of the Insolvency and Bankruptcy Code, 2016, along with the rules and regulations framed thereunder.”

Analysis & Findings:-

22. We have heard both the sides and have perused the documents as are produced before us.
23. It is the case of the applicant that they have sanctioned and disbursed various credit facilities to the respondent and that the claim of the applicant is for an amount of Rs. 10,91,58,291/-as on 04.09.2025.
24. The date of default as mentioned in amended Form-1 is 29.02.2024.
25. The applicant has placed necessary proof to state that the debt is in default for an amount exceeding Rs. 1 Crore and that the said debt is within limitation.
26. On the other hand, the respondent has filed an affidavit dated 11.02.2026 admitting the debt and default and requesting this Tribunal to admit the Corporate Debtor to insolvency.
27. The present application is complete in all respect.
28. In view of the above position, this Tribunal is left with no choice but to order for initiation of CIRP of the Corporate Debtor.
29. Further, the Hon’ble Supreme Court in the case of ***Innoventive Industries Limited v. ICICI Bank Limited***, (Civil Appeal Nos. 8337-8338 of 2017) (2017) 8SCR 33 has discussed extensively the scope of the power of the Adjudicating Authority under section 7 of the IBC and has held that the same is limited to



assessing the records provided by the financial creditor to satisfy itself that the default has occurred. The relevant portion of the said Judgment is reproduced below:

“28. When it comes to a financial creditor triggering the process, Section 7 becomes relevant. Under the explanation to Section 7(1), a default is in respect of a financial debt owed to any financial creditor of the corporate debtor – it need not be a debt owed to the applicant financial creditor. Under Section 7(2), an application is to be made under sub-section (1) in such form and manner as is prescribed, which takes us to the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016. Under Rule 4, the application is made by a financial creditor in Form 1 accompanied by documents and records required therein. Form 1 is a detailed form in 5 parts, which requires particulars of the applicant in Part I, particulars of the corporate debtor in Part II, particulars of the proposed interim resolution professional in part III, particulars of the financial debt in part IV and documents, records and evidence of default in part V. Under Rule 4(3), the applicant is to dispatch a copy of the application filed with the adjudicating authority by registered post or speed post to the registered office of the corporate debtor. The speed, within which the adjudicating authority is to ascertain the existence of a default from the records of the information utility or on the basis of evidence furnished by the financial creditor, is important. This it must do within 14 days of the receipt of the application. It is at the stage of Section 7(5), where the adjudicating authority is to be satisfied that a default has occurred, that the corporate debtor is entitled to point out that a default has not occurred in the sense that the “debt”, which may also include a disputed claim, is not due. A debt may not be due if it is not payable in law or in fact. The moment the adjudicating authority is satisfied that a default has occurred, the application must be admitted unless it is incomplete, in which case it may give notice to the applicant to rectify the defect within 7 days of receipt of a notice from the adjudicating authority. Under sub-section (7), the adjudicating authority shall then communicate the order passed to the financial creditor and corporate debtor within 7 days of admission or rejection of such application, as the case may be.

.....

30. *On the other hand, as we have seen, in the case of a corporate debtor who commits a default of a financial debt, the adjudicating authority has merely to see the records of the information utility or other evidence produced by the financial creditor to satisfy itself that a default has occurred. It is of no matter that the debt is disputed so long as the debt is “due” i.e. payable unless interdicted by some law or has not yet become due in the sense that it is payable at some future date. It is only when this is proved to the satisfaction of the adjudicating authority that the adjudicating authority may reject an application and not otherwise”.*



31. As a consequence of the above analysis, the present Application being ***CP(IB)/1159/MB/2025*** is being admitted in terms of Section 7 of the Code, moratorium as envisaged under provisions of Section 14(1) and as extracted hereunder shall follow in relation to the Corporate Debtor.
32. In view of the forgoing, we order for commencement of Corporate the Insolvency Resolution Process against the Corporate Debtor herein in terms of the following.
- i. The Respondent/Corporate Debtor- ***M/S. Borivali Healthcare Pvt. Ltd.*** is admitted to the Corporate Insolvency Resolution Process under Section 7 of the IBC, 2016.
 - ii. As a consequence, thereof, 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 Securitization 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;
 - e. The provisions of sub-section (1) shall however, not apply to such transactions, agreements as may be notified by the Central Government in consultation with any financial sector regulator and to a surety in a contract of guarantee to the Corporate Debtor.
- iii. The order of moratorium shall have effect from the date of this order till the completion of the Corporate Insolvency Resolution Process or until this Adjudicating Authority approves the Resolution Plan under sub-section (1) of Section 31 or passes an order for liquidation of Corporate Debtor under Section 33 of the IBC, 2016, as the case may be.
 - iv. 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.
 - v. Since the Applicant has named an IRP, we hereby appoint **Mr. Manmohan Jhavar**, having registration no ***IBBI/IPA-001/IP-P00334/2017-18/10604*** and e-mail ID ***manmohanjhavar@vahoo.co.in***, ***Mobile No. 7003907764 (AFA valid till 30.06.2027)*** as the IRP of the Corporate Debtor.
 - vi. The IRP shall perform all his functions as contemplated, inter-alia, under Sections 17, 18, 20 & 21 of the IBC, 2016 It is further made clear that all personnel connected with the Corporate Debtor, its Promoters or any other person associated with the 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 for the initiation of CIRP and call for the submission of claims under Section 15, as required by section 13(1)(b) of the IBC, 2016.
- viii. The IRP is expected to take full charge of the Corporate Debtor's assets, and documents without any delay whatsoever.
- ix. The IRP or the RP, as the case may be, shall submit to this Adjudicating Authority periodical report with regard to the progress of the CIRP in respect of the Corporate Debtor.
- x. The IRP shall be under a 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, to the extent possible, as a part of obligation imposed by Section 20 of the IBC, 2016.
- xi. **The Financial Creditor is directed to pay an advance of Rs. 3,00,000/- (Rupees Three Lakhs Only) to the IRP within a period of 7 days from the date of this order to meet the cost of CIRP arising out of issuing public notice and inviting claims etc. till the CoC decides about his fees/expenses.**
- xii. 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, and



upload the same on the website immediately after the pronouncement of the order. The Registrar of Companies shall update its website by updating the Master Data of the Corporate Debtor in MCA portal specifically mentioning regarding admission of this Application and shall forward the compliance report to the Registrar, NCLT.

- xiii. The commencement of the Corporate Insolvency Resolution Process shall be effective from the date of this order.
- xiv. The IRP is directed to issue notice of admission upon all the statutory authorities of the Corporate Debtor without fail.

33. *Accordingly, CP(IB)/1159/MB/2025* stands admitted. A certified copy of this order may be issued, if applied for, upon compliance with all requisite formalities.

Sd/-
SAMEER KAKAR
MEMBER (TECHNICAL)
(frk)

Sd/-
NILESH SHARMA
MEMBER (JUDICIAL)