



**IN THE NATIONAL COMPANY LAW TRIBUNAL**  
**BENGALURU BENCH**  
**(Exercising powers of Adjudicating Authority under**  
**The Insolvency and Bankruptcy Code, 2016)**  
**(Through web based video conferencing platform)**

**CP (IB) No.172/BB/2022**  
**U/s. 10 of the IBC, 2016**  
**R/w Rule 7 of the IBC (AAA) Rules, 2016**

**IN THE MATTER OF:**

**LOKTRA TECHNOLOGIES PRIVATE LIMITED**  
**Reg. Office: 2024 F/F, 16<sup>th</sup> Main Road,**  
**HAL 2<sup>ND</sup> Stage, Kodihalli**  
**Bangalore KA 560008 IN**

... Petitioner/Corporate Applicant

**Order delivered on: 08.08.2024**

**Coram:** Hon'ble Shri. K. Biswal, Member (Judicial)  
Hon'ble Shri. Manoj Kumar Dubey, Member (Technical)

**PRESENT:**

For Petitioner Company : Ms. Nivedita R Sarda

**ORDER**

**Per: Manoj Kumar Dubey, Member (Technical)**

1. The present Company Petition bearing No. CP (IB) 172/BB/2022, has been filed on 14.02.2022 by M/s Loktra Technologies Pvt Ltd (hereinafter referred to as the 'Petitioner/Corporate Applicant') under section 10 of IBC, 2016, R/w. Rule 7 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016, interalia, seeking to initiate Corporate Insolvency Resolution Process (CIRP) in respect of itself, M/s Loktra Technologies Pvt Ltd. The total amount of default committed as per the Corporate Applicant is Rs.2,57,27,916/- (Rupees Two Crore, Fifty Seven Lakhs, Twenty Seven Thousand, Nine Hundred and Sixteen Rupees Only).
2. Brief facts of the case, as mentioned in the Company Petition, which are relevant to the issue in question, are as follows:



- (i) The Corporate Applicant was incorporated on 17<sup>th</sup> June, 2016 to carry on the business of delivery management systems, consignment tracking and tracing applications, developing and integrating of APIs and other related activities like location sharing, auto assigning and routing, scheduling of tasks and activities, payment handling software's. The Corporate Applicant has an Authorised Share Capital of Rs.10,00,000/- (Rupees Ten Lakhs Only) divided into 50,000(Fifty Thousand) Equity shares of Rs 10 (Rupees Ten Only) each and 50,000 (Fifty Thousand) Preference Share of Rs 10 (Rupees Ten Only)each.
- (ii) The Corporate Applicant issued Rs 3,05,68,496 (Three Crore Five Lakhs Sixty Eight Thousand Four Hundred Ninety Six Only) worth Fully Convertible Preference Shares vide convertible instruments agreements dated 14/07/2018, wherein the said amount was required to be converted in to equity shares of the Applicant, subject to no event of default happening before conversion. However, the Corporate Applicant ceased its business operations in Mar 2020 due to covid and hence default was committed under the said Agreement, and thus Corporate Applicant was required to pay the complete amount of Rs 3,05,68,496/- to the Preference Shareholders as the redemption due to closure of business operational before conversion.
- (iii) Further, the Corporate Applicant entered into a Service Agreement, dated 01/01/2019 for a period of 12 months on renewal, with AU Small Finance Bank Ltd. (herein after referred to as "AU Bank") to provide Lead Management System, developed by the Corporate Applicant, to the AU Bank which included lead (self and cross sell) managements, Data/Prospect management and related services. The Corporate Applicant has rendered services and App developed by them to AU Bank as per the terms and conditions of the said Service Agreement, However, as the price offered by the



AU Bank for the services provided were too less than the actual cost and expenses being occurred by the Corporate Applicant, even after several attempts both oral and written requests to AU Bank for revise the pricing scheme under the service agreement, no amicable agreement could be reached and thus it expired in December, 2019.

- (iv) The Corporate Applicant had also sought loan from AU Small Finance Bank of Rs 2,00,00,000/- (Rupees Two crore only) on 30/04/2019 under CGTMS, which has been utilised towards the working capital of the Corporate Applicant. The last instalment towards the said loan is paid on 31/08/2020.
- (v) The Corporate Applicant due to the financial difficulties, deteriorating marketing conditions and extraneous circumstances not able to continue to make its loan repayments, redeem its preference shares and is forced to foreclose its business operations.
- (vi) That Audited Balance Sheet as on 31/03/2021 shows outstanding Loan term loans as under:

<b>Redeemable Preference Shares</b>		<b>Amount in Rs</b>
1	Ankit Bisht	54,27,375/-
2	Dr. Jigar Ajitkumar Patel	71,02,513/-
3	Pierfranceso Rocca	48,02,400/-
4	Jonathan Chan	28,85,244/-
5	Arun Anund Ravindran	27,83,200/-
6	Hiba Itani	34,20,185/-
7	Vivek Shah	10,00,000/-
8	Ishita Talreja	10,00,000/-
<b>Unsecured Loan</b>		
1	Akhil Bhiwal	25,72,705
2	Rajender Bhiwal	25,01,000
<b>Bank Borrowing</b>		
	AU Small Finance Bank	2,57,27,916
<b>GRAND TOTAL A</b>		<b>5,92,22,538</b>



- (vii) The Sundry Creditors standing as on 31/03/2021 in the Audited Balance Sheet of the Corporate Applicant are given below:

<b>Sundry Creditors</b>		<b>Amount in Rs</b>
<b>Creditors for Tool and Tech Exp</b>		
1	Grey Trip Software Pvt Ltd	12,611.79/-
2	Inarvo Solutions	67,298.35/-
3	Karza Technologies Private Limited	6,17,298.81/-
4	Undigit Media Solutions Pvt Ltd	3,31,000.00/-
<b>Creditors for Professional Fee</b>		
1	AJSSD & Company	25,000.00/-
2	Karthik Swaminathan	3,61,879.00/-
3	Nikita Gupta	9,85,660.00/-
4	Promod Kumar Aggarwal & Co	1,77,600.00/-
5	Sahil Kumar	3,88,800.00/-
6	Shah & Katariya	5,44,000.00/-
<b>Creditors for Reimbursement</b>		
1	Arpit Gupta	1,01,914.97/-
2	Ashta Gupta	3,61,692.24/-
3	Hema Madhukar	89,808.89/-
4	Koustubh	1,10,000.00/-
5	Ratul Bhowmick	47,667.94/-
<b>Unsecured Creditor</b>		
1	Fyle Technologies Pvt Ltd	19,650/-
<b>GRAND TOTAL</b>		<b>4,24,18,822/-</b>


- (viii) The Sundry Debtors standing as on 31/03/2021 in the Audited Balance Sheet of the Corporate Applicant is as under:

	Amount
Anand Rathi Share and Stock Brokers Limited	37,731/-
Mintifi Private Limited	9,720/-



Purple Panda Fashions Pvt Ltd	5,379/-
TVS Credit Services Limited	49,935/-
Bruno Gulomar-Partner Mckinsey & Co	22,910/-
GRAND TOTAL	1,25,675/-

- (ix) The Corporate Applicant has debts more than its assets and its Business is not in operations for the last 18 months. Hence this Application has been filed U/s 10 of the IBC, 2016 before Hon'ble Tribunal to initiate Insolvency and Bankruptcy proceedings for the Corporate Applicant.
3. The Learned Counsel for the Respondents No.1, has filed objections vide diary No 6019, dated 30/11/2023 stating that the Respondent No.1 has been described as Sundry Debtor standing as on 31/03/2021 in the Audited Balance Sheet of the Petitioner. It is further stated in the Petition that this Respondent has a dues of Rs 37,731/- towards the Petitioner. It is the contention of the Respondent No.1 that the dues owed have already been cleared by the Corporate Applicant vide, transaction dated 17/07/2018. Hence, the name of this Respondent ought to be deleted from the array of the parties.
4. The Learned Counsel for the Respondents No.15, (M/s. Kiora Ventures LLP) has filed objections vide diary No 3684, dated 12/07/2023 as under:
- i) At the outset, it is submitted that the Corporate Applicant has not obtained approval of the shareholders of the Corporate Debtor for the filing of the current CIRP Application and that the current CIRP Application is liable to be dismissed on this ground alone. Reliance is placed on the judgement of Hon'ble NCLAT in *Gaja Trustee Company Pvt. Ltd, & Ors, Haldia Coke and Chemicals Pvt. Ltd. & ors. -[Company Appeal (AT) (Insolvency) No. 137of 20171.*
  - ii) The Corporate Applicant herein has adduced "a copy of special resolution passed by shareholders of the Corporate Debtor in their general meeting dated 30.09.2021". A perusal of the same reveals that the Special Resolution has been passed pursuant to section 179(3) of the Companies Act, 2013 read with section 10 of the IBC Code. Under



sub-section (3) of Section 179 of the Companies Act, 2013, the Board of Directors have been provided with a limited power to act on behalf of a company and have not been empowered to file petition under Section 10 of the IBC Code, which may result into liquidation of the company itself. Further, it is evident from the Annexure VII (b) of the CIRP Application that no consent was obtained from the shareholders in their general meeting, for the initiation of the regarding current CIRP Application. Hence, it is submitted that the Corporate Applicant has not complied with section 10(3)(c) of the IBC Code.

- iii) Further on perusal of "Board Resolution authorising Shri Akhil Bhiwal, Director of the Corporate Applicant to file the present Application under Section 10 of the IBC Code dated 01.09.2021", it would reveal that the meeting of Board of Directors was held and the aforementioned Board Resolution was passed on 02.09.2021, but the certified true copy of the Board Resolution is dated at 01.09.2021. Thus, the Corporate Applicant in the current CIRP Application has produced a Board Resolution, the authenticity of which is called into question. On account of the same, it is submitted that the Corporate Applicant herein has filed the current CIRP Application without necessary authorisation from the Board of Directors to file the same. It is submitted that the CIRP Application filed without any relevant document that records the authority of the Corporate Applicant to make this application is not maintainable and is liable to be dismissed.
- iv) As per the "Loan Sanction Letter", the Corporate Debtor availed a loan of Rs. 2,00,00,000/- (Rupees Two Crore Only) from AU Small Finance Bank Limited ("AU Bank") on 30.04.2019, for a tenure of 60 months (including 12 months moratorium period) for the purpose of "business expansion". As per the copy of AU Bank EMI statement produced by the Corporate Applicant as Annexure III (b) of the CIRP Application, for the period between 03.06.2019 and 03.05.2020, the Corporate Debtor serviced only the interest with respect to the said loan. For the months of June 2020, July 2020 and August 2020, the Corporate Debtor claimed the moratorium announced by the Reserve Bank of India against the payment of EMI. Thereafter, the Corporate Debtor has

defaulted the payment of EMIs towards the repayment of the said loan from September 2020.

- v) The aforementioned "default" in repayment of AU Bank loan by the Corporate Debtor occurred due to the Covid 19 pandemic induced financial distress, and during the period between 25.03.2020 and 25.03.2021. The filing of the current CIRP Application by the Corporate Applicant on the basis of the aforementioned part of the "default" is clearly aimed at spelling the death knell of the Corporate Debtor, and not the resolution of corporate insolvency. It is thus submitted that the initiation of CIRP Application, on the basis of the part of the "default" in the repayment AU Bank loan, that occurred during the time period between 25.03.2020 and 25.03.2021, is barred under section 10A of the Code.
- vi) Further, it is the contention of the Respondent that the Books of account of Corporate Debtor has not been maintained properly. Further, it is submitted before this Hon'ble Tribunal that the veracity of the entries made into the Book of Accounts of the Corporate Debtor that has not been maintained properly is questionable. It is therefore submitted that the Corporate Applicant's claim that the Corporate Debtor has raised a loan worth Rs. 3,05,68,496 (Rupees Three Crore Five Lakh Sixty-Eight Thousand Four Ninety-Six Only) is completely unsubstantiated as no document has been produced by the Corporate Applicant, evidencing the existence of the said financial debt.
- vii) The Corporate Applicant has failed to adduce the any proof evidencing the disbursement of the amounts claimed and consequently the existence of "financial debt" and there is absolutely no evidence placed on record to prove the "default" claimed with regard to the alleged financial debt. In the absence of such evidence, it is submitted that the current CIRP Application submitted by the Corporate Applicant is incomplete and liable to be rejected as per section 10(4)(b) of the Code.
5. The Learned Counsel for the Respondents No.17, (M/s. AU Small Finance Bank Ltd.) has filed its objections, vide diary No 3768, dated 17/07/2023



- i) It is submitted that Service Agreement dated 01/01/2019 was entered between the Corporate Applicant and the Respondent herein. That as per the Service Agreement the Corporate Applicant was duty bound to provide error free and efficient software services. That Answering Respondent was surprised to note that after availing all the benefits and advantages of the said Service agreement and despite several follow ups, the Corporate Applicant not bothered to abide by the terms of the Agreement.
- ii) It is submitted that aggrieved by the inaction on part of Corporate Applicant for resolving the issues of Answering Respondent and for settlement of aroused disputes, the Answering Respondent was inclined to issue legal Notice dated 27/02/2020. Instead of ratifying the issues under Software/App, the Corporate Applicant has reverted to said Legal Notice vide reply to legal notice dated 12/03/2020 making false and frivolous facts and raising of illegal demand of Service Charges. Since the reply was issued on false and frivolous facts, the Answering Respondent was inclined to issue rejoinder to the Corporate Applicant against the reply.
- iii) It is further submitted that in the year 2019, the corporate applicant had also approached the Answering Respondent seeking term loan facility and represented themselves to be financially sound and, in a position, to honour under the agreement sought to be entered into. While relying on assertion being made by the corporate applicant based on the their request, the answering respondent had sanctioned a loan facility to the tune of Rs. 2,00,00,000/- (Rupees Two Crore only) vide the sanction letter dated 30.04.2019 and a loan agreement dated 03.05.2019 was executed amidst the parties. It was specifically agreed by the parties that the Corporate Applicant shall repay the entire loan facility within 60 months including 12 months moratorium period (only on principle amount) in equated monthly instalments of Rs.5,46,350/- for 47 instalments and the last 48th instalments of Rs.546500/-. The Corporate Applicant had failed to adhere to the financial discipline and persistent defaults were committed in



repayment of the finance facility as such answering respondent was constrained to recall the entire loan facility and issued a loan recall notice dated 21.12.2020 thereby had called upon the corporate applicant and the personal guarantors to repay the entire loan facility of Rs. 2,25,17,869/-. That despite in receipt of the loan recall notice, the applicant and personal guarantors had failed to repay the outstanding amount.

- iv) It is also submitted that for recovery of its lawful dues, the Answering Respondent had preferred an Original Application under section 19(1) of the Recovery of Debts and Bankruptcy Act, 1993 bearing No. 97/2021 before the Debt Recovery Tribunal, Jaipur for recovery of outstanding amount of Rs. 2,25,17,869/- as on 18.12.2020. In the captioned Original Application the Corporate Applicant had duly appeared and the same is pending adjudication before the Hon'ble Tribunal.
  - v) It is apt to mention herein that the answering respondent had proceeded under the provisions of the Arbitration Act thereby preferred a claim before the Ld. Arbitrator with regard to the service agreement executed amidst the parties and the same is pending for passing of an award. Further, the original application bearing No. 97/2021 filed before the Debt Recovery Tribunal, Jaipur for recovery of outstanding amount of Rs. 2,25,17,869/- is also pending for adjudication and is at the stage of the final arguments wherein the Corporate Applicant is constantly seeking adjournment on one pretext or another. That the Corporate Applicant had preferred this instant application under section 10 of Insolvency and Bankruptcy Code, 2016 at this stage which is a blatant attempt to avoid the pending proceedings before the Ld. Arbitrator and Debt Recovery Tribunal, Jaipur.
6. The Ld Counsel for the Petitioner has filed joint Rejoinder vide Diary No.4427 dated 28/08/2023 and 4526 dated 30/08/2023 and stated that the present petition is supported by Affidavit Under Section 11 of the IBC that the Corporate Debtor does not suffer any disqualification under the



Code and that all the requirements as prescribed under Section 10 have been duly complied with. Reliance is placed on the judgement of Hon'ble NCLAT in *Unigreen Global Private Limited v. Punjab Nataional Bank and Ors in Company Appeal (AT) (Insolvency) No.81 of 2017 dated 01/12/2017*.

7. After a careful examination of the facts of the case it clearly shows that, there was a Debt due and there was a Default of the same. The Financial Creditors who opposed the Petition failed to contradict the same. The Respondents failed to substantiate the claim that the Petitioner Company was earning sufficient profit to repay its debts. It is also not their case that the Petition was not supported with the special resolution passed by the shareholders of the corporate applicant. However, it is the case of the Respondent No.15, the Special Resolution filed, has not been approved by the shareholders. In this regard it is observed that more than 90% of the shares in the Applicant Company is held by one Shri Akhil Bhiwal, who is also the Director of the Company. Hence, we are of the considered view that Section 10(3) of the IBC Code has been satisfied. Moreover, with respect to the reliance of *Gaja Trustee Company Pvt. Ltd, & Ors, Haldia Coke and Chemicals Pvt. Ltd. & ors. -[Company Appeal (AT) (Insolvency) No. 137of 20171*, we are of the considered opinion that the above case is not applicable to the present case on grounds of distinguishable facts.
8. With respect to the Argument of the Respondent that the Default is in 10A period, it is observed that this allegation is simply a speculation and the Respondent has failed to provide any concrete date of default period that might indicate that the 'Default' has occurred in the 10A period.
9. The Respondents who opposed the Company Petition, also failed to show that the petitioner/Corporate Debtor is in any way disqualified to file the Company Petition under Section 11 of the IBC, 2016.
10. Heard Learned Counsel for the Petitioner Company and we have carefully perused the pleadings of the party and the extant provisions of the Code and any other related laws.
  - i) As per Section 10 of Insolvency and Bankruptcy Code, 2016, the Corporate Applicant shall file an application before the Adjudicating Authority, seeking initiation of Corporate Insolvency Resolution



Process of the Corporate Debtor that has committed a default, for initiating Corporate Insolvency Resolution Process with the Adjudicating Authority, in a prescribed form by enclosing the following:

- (a). the information relating to its books of account and such other documents for such period as may be specified;
- (b). the information relating to the resolution professional proposed to be appointed as an interim resolution professional; and
- (c). the Special resolution passed by shareholders of the Corporate Debtor or the resolution passed by at least three-fourth of the total number of partners of the Corporate Debtor, as the case may be, approving filing of the application.

Further, as per Sub-Section (4) of Section 10 of the Code, Adjudicating Authority can admit an application if the same is complete and no disciplinary proceedings are pending against the proposed Resolution Professional.

- ii) It is also relevant to note down certain legal principles decided by the Hon'ble NCLAT, New Delhi with regard to the Petitions filed u/S.10 of the IBC, 2016. In the matter of **M/s. Unigreen Global Private Limited Vs. Punjab National Bank & 3 Ors., in Company Appeal (AT) (Insolvency)No.81 of 2017** dated 01.12.2017, it was observed as under:

*“...20. Under both Section 7 and Section 10, the two factors are common i.e. the debt is due and there is a default. Sub-section (4) of Section 7 is similar to that of sub-section (4) of Section 10. Therefore we, hold that the law laid down by the Hon'ble Supreme Court in “Innoventive Industries Ltd. (Supra) is applicable for Section 10 also, wherein the Hon'ble Supreme Court observed as “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””.*

*21. In an application under Section 10, the ‘financial creditor’ or ‘operational creditor’, may dispute that there is no default or that debt is not due and is not payable in law or in fact. They may also oppose admission on the ground that the Corporate Applicant is not eligible to make application in view of ineligibility under Section 11 of the I&B Code. The Adjudicating Authority on*



*hearing the parties and on perusal of record, if satisfied that there is a debt and default has occurred and the Corporate Applicant is not ineligible under Section 11, the Adjudicating Authority has no option but to admit the application, unless it is incomplete, in which case the Corporate Applicant is to be granted time to rectify the defects.*


*22. Section 10 does not empower the Adjudicating Authority to go beyond the records as prescribed under Section 10 and the information as required to be submitted in Form 6 of the Insolvency and Bankruptcy (Application to the Adjudicating Authority) Rules, 2016 subject to ineligibility prescribed under Section 11. If all informations are provided by an Applicant as required under Section 10 and Form 6 and if the Corporate Applicant is otherwise not ineligible under Section 11, the Adjudicating Authority is bound to admit the application and cannot reject the application on any other ground.*

*23. Any fact unrelated or beyond the requirement under I & B Code or Forms prescribed under Adjudicating Authority Rules (Form 6 in the present case) are not required to be stated or pleaded. Non-disclosure of any fact, unrelated to Section 10 and Form 6 cannot be termed to be suppression of facts or to hold that the Corporate Applicant has not come with clean hand except the application where the “Corporate Applicant” has not disclosed disqualification, if any, under Section 11. Non-disclosure of facts, such as that the ‘Corporate Debtor’ is undergoing a corporate insolvency resolution process; or that the ‘Corporate Debtor’ has completed corporate insolvency resolution process twelve months preceding the date of making of the application; or that the corporate debtor has violated any of the terms of resolution plan which was approved twelve months before the date of making of an application under the said Chapter; or that the corporate debtor is one in respect of whom a liquidation order has already been made can be a ground to reject the application under Section 10 on the ground of suppression of fact/not come with clean hand.*

11. Further, the audited financials for the year 2019-2020, 2020-2021 and provisional financials as on 31/10/2021 were attached along with the petition.
12. The Corporate Applicant satisfies the conditions for initiating an Application U/s 10 of the Code viz., there is an existence of debt, there is a default and the Corporate Debtor is not disqualified U/s 11 of the Code. The shareholders of the Corporate Debtor unanimously passed a Special Resolution in the Extraordinary General meeting held on 01/09/2021 for

initiation of Corporate Insolvency Resolution Process against the Corporate Applicant.

- 13.** The Corporate Applicant has suggested a qualified Resolution Professional, namely Garima Diggiwal, with Registration No. IBBI/IPA-001/IP-P-02018/2020-21/13158, who has also filed his written Consent in Form-2 dated 12/05/2022, by interalia, declaring that he is eligible to be appointed as Resolution Professional in respect of the corporate applicant and there are no disciplinary proceedings pending against him with the Board or Indian Institute of Insolvency Professionals of ICAI.
- 14.** In view of the above facts and circumstances of the case, and the settled position of law on the issue; and by exercising powers conferred on this Adjudicating Authority, U/s 10 (4) (a) of the Code, we do hereby **admit CP(IB)172/BB/2022** by initiating Corporate Insolvency Resolution Process (CIRP) in respect of M/s Loktra Technologies Pvt Ltd. We declare Moratorium in terms of sub-section (1) of Section 14 of the Code as under:-
- a. the institution of suits or continuation of pending suits or proceedings against the corporate debtor including execution of any judgement, 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.
- 15.** The order of moratorium shall have effect from the date of this order till 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.

16. Under Clause (b) of Section 10(3) of the Corporate Applicant is bound to propose the name of the Registered Resolution Professional to be appointed as Interim Resolution Professional. We have perused the written communication in Form No.2, Annexure IV furnished by Ms Garima Diggiwal, a registered Insolvency Professional with IBBI. She has also certified that no disciplinary proceedings are pending against her with the IBBI or the Indian Institute of Insolvency Professionals of ICAI of which she is a member. Her Registration number is IBBI/IPA-001/IP-P-02018/2020-21/13158. We find that written consent furnished by the proposed Interim Resolution Professional is in order.
17. In view of the above, we appoint Ms Garima Diggiwal, Insolvency Professional, bearing Registration No. IBBI/IPA-001/IP-P-02018/2020-21/13158. email Id [garima286@gmail.com](mailto:garima286@gmail.com) Mobile No. 96366556600, address: 91, Moji Colony, Malviya Nagar as Interim Resolution Professional, with the following directions:-
- a. The term of appointment of Ms Garima Diggiwal shall be in accordance with the provisions of Section 16(5) of the Code;
  - b. In terms of Section 17 of the Code, from the date of this appointment, the powers of the Board of Directors shall stand suspended and the management of the affairs shall vest with the Interim Resolution Professional and the officers and the managers of the Corporate Debtor shall report to the Interim Resolution Professional, who shall be enjoined to exercise all the powers as are vested with Interim Resolution Professional and strictly perform all the duties as are enjoined on the Interim Resolution Professional under Section 18 and other relevant provisions of the Code, including taking control and custody of the assets over which the Corporate Debtor has ownership rights recorded in the balance sheet of the Corporate Debtor etc. as provided in Section 18 (1) (f) of the Code. The Interim Resolution Professional is directed to prepare a complete list of inventory of assets of the Corporate Debtor;
  - c. The Interim Resolution Professional shall strictly act in accordance with the Code, all the rules framed thereunder by the Board or the Central Government and in accordance with the Code of Conduct governing his profession and as an Insolvency Professional with high standards of ethics and moral



- d. The Interim Resolution Professional shall cause a public announcement within three days as contemplated under Regulation 6 of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 of the initiation of the Corporate Insolvency Resolution Process in terms of Section 13 (1) (b) of the Code read with Section 15 calling for the submission of claims against Corporate Debtor;
- e. It is hereby directed that the Corporate Debtor, its Directors, personnel and the persons associated with management shall extend all cooperation to the Interim Resolution Professional in managing the affairs of the Corporate Debtor as a going concern and extend all cooperation in accessing books and records as well as assets of the Corporate Debtor;
- f. The Interim Resolution Professional shall after collation of all the claims received against the Corporate Debtor and the determination of the financial position of the Corporate Debtor constitute a committee of creditors and shall file a report, certifying of the committee to this Tribunal on or before the expiry of thirty days from the date of his appointment, and shall convene first meeting of the committee within seven days of filing the report of constitution of the committee; and
- g. The Interim Resolution Professional is directed to send regular progress report to this Tribunal every fortnight
18. A copy of this order be communicated to all the parties. The learned Counsel for the Petitioner shall deliver copy of this order to the Interim Resolution Professional forthwith. The Registry is also directed to send copy of this order to the Interim Resolution Professional at his email address forthwith.

**-Sd/-**

**(MANOJ KUMAR DUBEY)  
MEMBER (TECHNICAL)**

**-Sd/-**

**(K. BISWAL)  
MEMBER (JUDICIAL)**