



**NATIONAL COMPANY LAW TRIBUNAL
KOLKATA BENCH (Court– II)
KOLKATA**

C.P. (IB)/850/KB/2019

A petition 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:

Indian Overseas Bank, a nationalized public sector bank under Reserve Bank of India, having IT PAN: AAACI1223J and having its registered office at 763, Anna Salai, Chennai- 600002

..... *Financial Creditor*

-versus-

Yummz Foods Private Limited, a company within the meaning of Companies Act, 2013 having CIN U15410WB2012PTC177072 and having its registered office at village & PO Khamarshimulia, Nadia, West Bengal- 741121, India.

..... *Corporate Debtor*

Date of Hearing: 22nd September, 2022

Date of Pronouncement of the order: 17th November 2022

Coram:

Shri Rohit Kapoor, Member (Judicial)

Shri Balraj Joshi, Member (Technical)

Appearances (via video conferencing/physical):

For the Financial Creditor:

Mr. R.C. Prusti, Adv.

Mr. Mahuya Ghosh, Adv.

Ms. Smriti Das, Adv.



For the Corporate Debtor:

Mr. Suman Sengupta, Adv.

Mr. Soumya Ray, Adv.

ORDER

Rohit Kapoor, Member (Judicial):

1. This Court convened through hybrid mode.
2. This is a Company Petition under section 7 of the Insolvency and Bankruptcy Code, 2016 (herein after referred as “the Code”) by **Indian Overseas Bank**, hereinafter referred to as “*Financial Creditor*” seeking to initiate Corporate Insolvency Resolution Process (“CIRP”) against **Yummz Foods Private Limited**, hereinafter referred to as “*Corporate Debtor*”.
3. The Corporate Debtor is a private limited company incorporated on 24.03.2012. The authorized share-capital of the company ₹2,50,00,000/- and the paid-up share capital of the company is ₹2,24,69,400/-.
4. The total amount claimed to be in default as on 30.04.2019, by the Financial Creditor, is ₹17,92,50,751/- including unapplied interest. The account was classified as Non-Performing Asset (herein after referred as “NPA”) on 31.03.2017 and is still continuing as NPA account.
5. Part – I of this petition contains particulars of the Financial Creditor. Part- II of this petition contains the particulars of the Corporate Debtor. Part – III of the petition caters to the particulars of proposed Interim Resolution Professional. Part – IV of this petition provides the particular of Financial Debt and Part -V of this petition contains the particulars of the Documentations, Record and Evidence of Default.
6. The Financial Creditor has relied on the various documents in support of its claims, including:



- a) Copy of Company Master Data of the Corporate Debtor, marked with Annexure **“B”**.
- b) Credit sanction advice, marked as Annexure **“E”**.
- c) Revised DPN 14A Limit executed by the Corporate Debtor marked with Annexure **“E-2”**.
- d) Letter of undertaking limited of ₹2,30,00,000/- executed by the Corporate Debtor on 05.02.2013, marked with Annexure **“E-4”**.
- e) Sanction Letter dated 04.02.2013, marked as Annexure **“F”**;
- f) Demand Promissory Noted dated 05.12.2013 in favour of Financial Creditor, marked as Annexure **“F-1”**;
- g) Sanction Letter dated 28.01.2015, marked as Annexures **“L”** and **“M”**;
- h) Demand Promissory Noted dated 29.01.2015 in favour of Financial Creditor, marked as Annexure **“L-1”**;
- i) Demand Promissory Noted dated 29.01.2015 in favour of Financial Creditor, marked as Annexure **“M-7”**;
- j) Letter of undertaking dated 29.01.2015, marked as Annexure **“M-11”**;
- k) Revival Letters dated 10.08.2015, marked as Annexure **“M-7”**;
- l) Letter of undertaking for repayment in installments dated 10.02.2016, marked as Annexure **“P-18”**;
- m) Notice under section 13(2) of SARFAESI Act 2002, marked as Annexure **“Q”**;
- n) Order passed by Ld. DRT- II, Kolkata regarding application filed under Recovery of Debts due to Banks and Financial Institutions Act, 1993, marked as Annexure **“T-1”**;
- o) Statement of Accounts of the Corporate Debtor including Certificate under the Banker’s Books Evidence Act, 1891, marked as Annexure **“U”**;
- p) CIBIL Report, annexed as Annexure **“W”**.



7. Submissions on behalf of the Financial Creditor:

- 7.1 The case of Financial Creditor is that it had sanctioned to the Corporate Debtor, various credit facilities to the tune of ₹3,40,00,000/-. The first credit facility was granted on 04.02.2013. Thereafter, the said credit facilities were renewed and enhanced multiple times between 04.02.2013 and 06.02.2016.
- 7.2 As per the terms and conditions of the sanction letter issued from time to time, the Corporate Debtor executed various loan and banking documents in favour of the Financial Creditor and deposited the original Title Deeds for creation of mortgage towards securing the repayment of the loan of the Corporate Debtor and charge was created and registered with the Registrar of Companies, West Bengal and the said loan was admitted and acknowledged by the Corporate Debtor from time to time. The copy of the particulars of Charge filed with the ROC from time to time have been annexed and marked as Annexure-C in Page No. 28 and 52 to 61 of the aforesaid application.
- 7.3 The Corporate Debtor admitting their dues to the Financial Creditor as per Revival letter dated 10.08.2015 as annexed with Annexure "N" in Page No. 37 and 506 to 513 of the aforesaid application.
- 7.4 The Corporate debtor had approached the Financial Creditor subsequent the filing of the instant Section 7 application and have submitted various One-Time Settlement (OTS) letter admitting their debts and liabilities which has been furnished by way of another affidavit of the Financial Creditor as directed by the Hon'ble NCLT. The OTS letter dated 06.01.2020 and 25.02.2020 and email dated 08.06.2022 and subsequently rejected by the Financial Creditor on 09.01.2020 and 26.02.2020.
- 7.5 The Financial Creditor initiated the SARFAESI action by issuing in notice under section 13 (2) of the SARFAESI Act, 2002 the copy of the



Notice dated 18.04.2017 under SARFAESI Act, 2002 have been annexed with Annexure-"Q" in Page No. 40 and 653 to 658 of the aforesaid application.

7.6 The Financial Creditor in order to enforce its securities issued a possession notice upon the Corporate Debtor under Section 13(4) of the SARFAESI Act, 2002 read with Rules 8 of the said Rules for taking symbolic possession of the secured assets on 11.04.2018, the copy of notice have been annexed with Annexure-R in Page No. 41 and 659 to 662 of the aforesaid application.

7.7 The Financial Creditor issued the demand notice dated 18.04.2018 demanding of Rs. 14,27,97,368/-to the Corporate debtor. as annexed with Annexure "S" in Page No. 663 to 666.

7.8 The Financial Creditor filed an original application on 27.04.2018 being OA No. 118 of 2018 before the Ld. DRT-II, Kolkata demanding Rs.15,94,47,692.00 which have been annexed with Annexure "T" in Page No. 41 and 667 to 741. 11.

7.9 The Loan account of the corporate debtor showing the amount outstanding for Rs.17,92,50,751 as on 30.04.2019 are annexed with Annexure "U" in Page No. 42 and page 747 to 764 of the aforesaid application.

7.10 In order to prove the default of the Corporate Debtor, the default has been registered to the CIBIL which reflects as Annexure "W" in Page No. 786 to 816.

8 **Submissions on behalf of the Corporate Debtor:**

8.1 The claims of the Financial Creditor are inflated, ambiguous and vague. The Financial Creditor has failed and neglected to disclose the quantum of interest that has been included in the said aggregate amount of alleged claim. The Financial Creditor has also failed and neglected to disclose as to the rate of interest that has been charged in the said Loan accounts to arrive at the said alleged claim. In absence of specific evidence



regarding the rate of interest applicable in the loan accounts, the Bank is estopped from raising any claim for interest as made in the said petition. Further, the suppression of quantum of interest charge and the alleged outstanding in the individual loan account, adds to the illegality and unsustainability of the claim as made by the Bank.

- 8.2 Further, the Corporate Debtor Company had two distinctly separate businesses, one of which is the Cold Storage while the other is the Food Processing Unit. The sanction of credit facility by the Financial Creditor to the said defendant company/Corporate Debtor was made separately for the said Cold Storage and the Food Processing Unit respectively. In the said Application, the Financial Creditor has illegally made a cumulative demand without specifying the extent of claim, if at all any, for the said two separate business entities. There is no legitimate scope for the Financial Creditor to club the loan accounts of the said two businesses that too without giving a proper break-up of the same anywhere in the said Application.
- 8.3 It is clear that the claim of the Financial Creditor as alleged in the said Original Application is riddled with severe illegality and the same cannot be a "debt" which can be "legally recoverable" as per the Section 7 of the Code.
- 8.4 It is apparent from the copy of the said petition that the Bank has failed to crystallize its alleged claim in each of the respective loan account. It is the duty of the Financial Creditor give a clear picture of the alleged outstanding in the individual respective accounts which the applicant bank has deliberately suppressed from this Adjudicating Authority. It is thus clear that the applicant has not approached this Adjudicating Authority with clean hands.
- 8.5 The documents relied upon by the Financial Creditor in the petition were insisted upon the Financial Creditor to be signed by the Corporate Debtor herein and copies of the said documents were never



supplied to it. Such conduct on the part of the Financial Creditor is blatantly in violation of the RBI Circular on the issue of Fair Play that says that on occasion of execution of Banking Documents. As such, the Financial Creditor cannot use the said Documents in the said Original Application against the defendants herein.

- 8.6 Further, the instant petition is barred by limitation. Furthermore, there are six separate Statement of Account for the six separate Loan Accounts but none of the same has been individually certified under Banker's Book Evidence Act as is required for the same to have any evidentiary value before a Court of Law. The Certificate as found after page 748 of the said petition does not mention any of the account nos. and in the copy of the Paper Book as supplied by the Financial Creditor the said purported certificate is not even bearing any signature or any date whatsoever. Therefore, the very basis of the alleged claim of the Bank *i.e.* the Statement of Account as disclosed and relied upon by the applicant Bank herein is itself unfit to have any judicial recognition before this Adjudicating Authority.
- 8.7 As per law, the competent official of the Financial Creditor has to certify the statement of account in accordance with section 2A (B) of the Banker's Book Evidence Act, 1891 (as amended up to date) but in the instant case, the Certificate of the Application given by the officer of the Financial Creditor is not in accordance with the mandatory, statutory requirement as contained in the said section 2A(B) of the Banker's Book Evidence Act, 1891 (as amended up to date). The said Statement of Accounts, therefore, cannot be recognized as the documentary evidence to establish the claim as made by the Financial Creditor in the said Application.
- 8.8 There is no valid cause of action in favor of the Financial Creditor for filing the said petition. Further, the Corporate Debtor Company having 2 units one for Agro-Food Processing Unit and another for 2500



MT Multipurpose Cold Storage Unit. For the purpose of establishment of both the said units the directors of the Corporate Debtor approached the Financial Creditor for their financial accommodation. By a letter dated 31.03.2012 Financial Creditor intimated the Corporate Debtor that the competent authority has accorded its consent in principle to accept the proposal of establishing both the said units with fund-based credit requirement of Rs.478.67 lacs for establishment of 2500 MT Multipurpose Cold Storage Unit and Rs.342.99 lacs for establishment of Agro-Food Processing Unit subject to fulfillment of certain condition as mentioned therein.

- 8.9 During the period on and from 31.03.2012 and 15.08.2012, various discussion held between the Corporate Debtor and the Financial Creditor for changes as per directives of the Financial Creditor in the proposal but however, after due compliance of all the quarries in or about 16.08.2012, the Financial Creditor suggested for various proposals by completely by passing the quarries raised by the letter dated 31.03.2012. However, those quarries duly replied by the directors of the Defendant/Corporate debtor by letter dated 21.08.2012.
- 8.10 Thereafter again in or about 25.09.2012 and 27.09.2012, the directors of the Corporate Debtor submitted revised DPR according to the directions of the Financial Creditor in respect of both the units. Again, in or about 19.10.2012, the Financial Creditor sought various clarifications and in order to fulfill those clarifications the directors of the Corporate Debtor again on 27.11.2012 submitted revised DPR on the directives of the Financial Creditor which was also changed subsequently by the directive of the Financial Creditor in or about 02.12.2012.
- 8.11 Finally, in or about 02.02.2013 Financial Creditor issued regular sanction letter in respect of both the units of Corporate Debtor. Out of which, for 2500 MT Multipurpose Cold Storage Unit, it sanctioned total limit of ₹540 Lakh and for Agro Food Processiiing Unit, it sanctioned a



total amount of ₹181.45 lakh. A copy each of the copy of the sanction letter dated 04.02.2013 are annexed hereto and marked with letter "A" collectively.

- 8.12 To avail the said loan amount, at the request of the Financial Creditor, the Corporate Debtor signed and executed various blank loan documents. However, those loan documents were never provided by the Financial Creditor to the Corporate Debtor. The Corporate Debtor herein were under compulsion to abide by the dictate of the Financial Creditor at that point of time due to urgent necessity of the internal financial help required for the survival of the said **medical** facility. The Financial Creditor had by its deliberate inaction acted against the norms of Fair Play which mandatory for the bank to follow as per the relevant circulars of the reserve Bank of India.
- 8.13 For modification of the Cold Storage Unit in or about 11.12.2013, the Corporate Debtor submitted one improved design of the cold storage for approval and further sought for additional Term Loan Rs. 99.57 lacs towards expenses already incurred towards costs for modification of the Cold Storage Unit.
- 8.14 The Financial Creditor herein, in spite of receiving the said application from the Corporate Debtor herein, chose not to respond. The said deliberate inaction on the part of the Financial Creditor, compelled the Corporate Debtor to write again in or about 18.02.2014 a letter intimating the Applicant Financial Creditor that the Corporate Debtor would soon start the commercial operation in respect of the Cold Storage Unit and further the Corporate Debtor gave a reminder to the Financial Creditor for the approval of modification of drawing and design which has been applied on 11.12.2013 and it further gave a reminder letter for release of ₹20 Lakh for day-to-day operation in respect of Food Processing Unit. The said deliberate delay made by the Financial Creditor, undoubtedly caused an adverse effect on the commercial viability of the



project itself. The Financial Creditor was fully aware of the ground reality and thus is fully responsible for the effect of the highhanded and arbitrary delay in deciding and communicating the same to the Defendant/Corporate Debtor.

- 8.15 Again, in or about 21.02.2014 the Defendant/Corporate Debtor, by way of written communication which was received by the Bank on 21.02.2014, earnestly requested the Financial Creditor for release of Rs.20.00 lacs for day-to-day operation of the Food Processing Unit and further intimated that the Cold Storage Unit was to start commercial operation within April, 2014. The copies of the letter of the Corporate Debtor both were received by the Applicant Financial Creditor on 21.02.2014.
- 8.16 The Regional Office of the Financial Creditor, in or about 24.02.2014, by a letter, intimated the Krishna Nagar Branch of the Financial Creditor regarding necessary approval of the changes in the project and project's cost during the project implementation stage with value added/modifications for the enhanced output by sanctioning the enhanced limit of Rs.684.47 lacs subject to fulfillment of the condition as mentioned therein. Thereafter, the Corporate Debtor duly communicated the quarries as required to avail the said enhanced limit.
- 8.17 In the meantime, Regional Office of the Financial Creditor, by a letter dated 28.03.2014, intimated the Krishna Nagar Branch for renewal of the existing limit in respect of Food Processing Unit. After satisfaction of the repayments, the Financial Creditor in or about 24.05.2014 issued a certificate favoring the Corporate Debtor by certifying that the account of the Defendant/Corporate Debtor with the Applicant Financial Creditor is regular and standard as per their records.
- 8.18 That the Corporate Debtor, with the financial aid of the Applicant Financial Creditor started operation of 2 chambers of the Cold Storage Unit and further stored some materials for future utilization and was expecting to complete two more chambers very soon and as such on



30.06.2014 wrote a letter to the Financial Creditor for providing some working capital for running the cold storage.

- 8.19 After lapse of more or less 7 months in or about 08.07.2014, the Financial Creditor by a letter intimated the Corporate Debtor that the competent authority had approved the project cost of the Cold Storage Unit as increased to the extent of ₹684.47 lakh. Surprisingly on 08.07.2014, the Corporate Debtor received another letter from the Financial Creditor claiming to be the corrigendum of the letter dated 08.07.2014 by intimating that the approval of the competent authority of the proposed changes shall be made effective after compliance of the certain terms and conditions but whereas those terms and conditions were already complied by the Corporate Debtor.
- 8.20 In or about 18.07.2014, the Corporate Debtor received another letter from Financial Creditor whereby it has been intimated that Financial Creditor releasing the cash credit limit of Rs.125 Lakh subject to drawing power of ₹50 Lakh and that too will be arrived upon availability of stocks and other consideration like capacity utilization etc. and further requested to submit the financial papers and other relevant papers for renewal of the limit and further advised to comply the terms and conditions of the sanction dated 04.02.2013 and 08.07.2014 approving the changes in the project and project's costs.
- 8.21 In the meantime the Corporate Debtor/Defendant given a proposal to the Applicant Financial Creditor for restructuring of account of both the Cold Storage and Food Processing Unit for smooth operation and as required by the Applicant Bank, in or about 25.07.2014 submitted all the documents which are required for restructuring of the account of both the said Cold Storage and Food Processing Unit.
- 8.22 Thereafter as advised by the Financial Creditor, the Corporate Debtor, on 21.10.2014, submitted the financial restructuring proposal to the



Financial Creditor which was also rapidly changed on various occasions, as directed by the Financial Creditor.

- 8.23 Thereafter by way of various written communication, the Corporate Debtor requested the Financial Creditor to finalize the restructuring proposal. Having no response from the Financial Creditor, the Corporate Debtor, in or about 05.01.2015, by a letter requested the Financial Creditor for sanction of ad hoc cash credit facility of ₹25 Lakh each for both the units.
- 8.24 In or about 22.01.2015 Regional Office of the Applicant Financial Creditor forwarded the sanction letter to the Krishna Nagar Branch of the Applicant Financial Creditor in respect of restructuring of both the Food Processing Unit and 2500 MT Multipurpose Cold Storage Unit. The Food Processing Unit of the Corporate Debtor is a subsidized unit and State Mission Directorate granted the first installment of the subsidiary amounting to ₹25 lakh which has been credited by the Financial Creditor in Subsidiary Reserve Fund of the concerned branch instead of crediting the same in the account of the Corporate Debtor to enable the Corporate Debtor to get benefit of the subsidiary amount during the critical time specially when the entrepreneur was entitled to get benefit of the subsidiary amount.
- 8.25 Both the units of the Corporate Debtor were suffering from severe financial crunch and considering the situation, the Corporate Debtor, by way of various written communications and email, requested the Financial Creditor for restructuring of the account of the both the unit and in considering thereof, the Financial Creditor, in or about 30.11.2015, by way of written communication, requested the Corporate Debtor to provide TEV report which was duly submitted with the bank on 21.01.2016 but in spite of that the Financial Creditor did not co-operate with the Corporate Debtor. The Corporate Debtor, in spite of its financial hardship, made substantial payment to the Financial Creditor.



9 **Analysis and Findings:**

- 9.1 Heard the Ld. Counsel on behalf of the Financial Creditor and the Ld. Counsel on behalf of the Corporate Debtor and perused the record.
- 9.2 In order to establish default, the Financial Creditor has referred to the CIBIL Report, attached to the instant petition as Annexure “W” in pages 786 to 816. In the said report, on page 786, it is mentioned that the total Outstanding Amount of Credit Facility as on the last reported date *i.e* 30.09.2017 is ₹13,70,05,477/-. Further, the Corporate Debtor, through its directors, has admitted the dues as per various revival letters dated 10.08.2015 (Annexure N, pages 506 to 513 of the petition). As such, this Adjudicating Authority is satisfied that the debt due from the Corporate Debtor is not only defaulted upon, but also admitted to it.
- 9.3 Further, the Corporate Debtor has contended that the claims of the Financial Creditor are inflated as well as uncrystallized since the Financial Creditor has failed to disclose as to the rate of interest that has been charged in the said Loan accounts to arrive at the said alleged claim. However, six certificates under the Bankers Book Evidence Act, 1891 (Annexure U, pages 747 to 764) have been produced by the Financial Creditor, that clearly reflect the loan accounts of the Corporate Debtor, showing the cumulative outstanding amount to be the tune of ₹17,92,50,751/-. The said certificate also clearly mentions the interest charged by the Financial Creditor to reach the claimed amount. Therefore, the contention of the Corporate Debtor is untenable.
- 9.4 Further, the Financial Creditor has placed on record, independent auditor’s report accompanied by the balance sheets of Financial Year ending on 31.03.2018 (pages 765-785 of the petition). The said independent auditor’s report also mentions that the account of the Corporate Debtor has become NPA since it has defaulted in the payment of dues. Therefore, in this Auditor’s Report, it has been clearly mentioned at page 769 that the Corporate Debtor has defaulted in



repayment of its dues to the bank, resulting in the account becoming NPA.

9.5 Furthermore, in the Reply – Affidavit, in paragraph 19, the Corporate Debtor has again admitted to have availed the loan facility while contending that the Corporate Debtor was made to sign on blank loan documents. The said contention of the Corporate Debtor is incorrect as the fact of availing the loan facility has been admitted to by the Corporate Debtor.

9.6 Therefore, in light of the CIBIL Report, the certificate under the Banker’s Book Evidence Act, 1891 and admission by the Corporate Debtor on multiple occasions, this Adjudicating Authority is satisfied that a debt exists and is due from the Corporate Debtor to the Financial Creditor and that the Corporate Debtor has defaulted in the repayment of the same.

7.1 Regarding the initiation of CIRP under section 7 of the Code, the Hon’ble Supreme Court, in the matter of ***Swiss Ribbons Pvt. Ltd. and Ors. vs. Union of India (UOI) and Ors.***¹ has held that:

“24. A financial creditor may trigger the Code either by itself or jointly with other financial creditors or such persons as may be notified by the Central Government when a "default" occurs. The Explanation to Section 7(1) also makes it clear that the Code may be triggered by such persons in respect of a default made to any other financial creditor of the corporate debtor, making it clear that once triggered, the resolution process under the Code is a collective proceeding in rem which seeks, in the first instance, to rehabilitate the corporate debtor. Under Section 7(4), the Adjudicating Authority shall, within the prescribed period,

¹ (25.01.2019 - SC) : MANU/SC/0079/2019



ascertain the existence of a default on the basis of evidence furnished by the financial creditor; and Under Section 7(5), the Adjudicating Authority has to be satisfied that a default has occurred, when it may, by order, admit the application, or dismiss the application if such default has not occurred. [...]"

- 7.2 Therefore, keeping in mind the provisions of the Code, the aforementioned judgment and the documents on records, this Adjudicating Authority is satisfied the instant petition, filed for admission of the Corporate Debtor into CIRP, should be **admitted**.
- 7.3 The particulars of Interim Resolution Professional (IRP) have been proposed in the petition. The petition is within the period of limitation. As such, the instant petition is complete in all respects.
- 7.4 It is, accordingly, hereby ordered as follows:-
- i) The application bearing **CP (IB) No. 850/KB/2019** filed by **Indian Overseas Bank** (*Financial Creditor*), under section 7 of the Code read with rule 4 of the Insolvency & Bankruptcy (Application to Adjudicating Authority) Rules, 2016 for initiating CIRP against **Yummz Foods Private Limited**, CIN: U15410WB2012PTC177072, the Corporate Debtor, is **admitted**.
 - ii) There shall be a moratorium under section 14 of the IBC.
 - iii) The 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 sub-section (1) of section 31 of the IBC or passes an order for liquidation of Corporate Debtor under section 33 of the IBC, as the case may be.
 - iv) Public announcement of the CIRP shall be made immediately as specified under section 13 of the Code read with regulation 6 of the Insolvency & Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016.



- v) **Mr. Ram Ratan Modi**, registration number **IBBI/IPA-001/IP-P00051/2017-18/10125**, email: **sgjathar@gmail.com** is hereby appointed as Interim Resolution Professional (IRP) of the Corporate Debtor to carry out the functions as per the Code subject to submission of a valid Authorisation of Assignment in terms of regulation 7A of the Insolvency and Bankruptcy Board of India (Insolvency Professional) Regulations, 2016. The fee payable to IRP or the RP, as the case may be, shall be compliant with such Regulations, Circulars and Directions as may be issued by the Insolvency & Bankruptcy Board of India (IBBI). The IRP shall carry out his functions as contemplated by sections 15, 17, 18, 19, 20 and 21 of the Code.
- vi) During the CIRP period, the management of the Corporate Debtor shall vest in the IRP or the RP, as the case may be, in terms of section 17 of the IBC. The officers and managers of the Corporate Debtor shall provide all documents in their possession and furnish every information in their knowledge to the IRP within one week from the date of receipt of this Order, in default of which coercive steps will follow.
- vii) The IRP/RP shall submit to this Adjudicating Authority periodical reports with regard to the progress of the CIRP in respect of the Corporate Debtor.
- viii) The Financial Creditor shall initially deposit a sum of ₹4,00,000/- (Rupees Four lakh only) with the IRP to meet the expenses arising out of issuing public notice and inviting claims. These expenses are subject to approval by the Committee of Creditors (CoC). Further, the Fees of the IRP will be subject to the approval of the COC in accordance with Notification No. IBBI/2022-23/GN/REG091 dated 13.09.2022, issued by the Insolvency and



Bankruptcy Board of India, as published in the in the Official Gazette.

- ix) In terms of section 7(5)(a) of the Code, Court Officer of this Court is hereby directed to communicate this Order to the Financial Creditor, the Corporate Debtor and the IRP by Speed Post, email and WhatsApp immediately, and in any case, not later than two days from the date of this Order.
- x) Additionally, the Financial Creditor shall serve a copy of this Order on the IRP and on the Registrar of Companies, West Bengal, Kolkata by all available means for updating the Master Data of the Corporate Debtor. The said Registrar of Companies shall send a compliance report in this regard to the Registry of this Court within seven days from the date of receipt of a copy of this order.

10. CP (IB) No. 850/KB/2019 to come up on **21.12.2022** for filing the progress report.

11. A certified copy of this order may be issued, if applied for, upon compliance with all requisite formalities.

Balraj Joshi
Member (Technical)

Rohit Kapoor
Member (Judicial)

Signed on this, the 17th day of November, 2022

SM(LRA)