

**IN THE NATIONAL COMPANY LAW TRIBUNAL  
MUMBAI BENCH-IV**

CP(IB) No. 377/MB/C-IV/2021

Under Section 7 of the I&B Code, 2016

In the matter of:

**Yes Bank Limited**

[CIN: L65190MH2003PLC143249]

...Financial Creditor/Applicant

V/s

**Indo Global Soft Solutions & Technologies Private  
Limited**

[CIN: U72900PN2005PTC021732]

...Corporate Debtor/Respondent

Order Dated:12.04.2022

*Coram:*

Mr. Rajesh Sharma  
Hon'ble Member (Technical)

Mr. Kishore Vemulapalli  
Hon'ble Member (Judicial)

*Appearances (via videoconferencing):*

For the Petitioner:

Ms. Anamika Singh a/w Ms.  
Sushmita Gandhi Indus Law,  
Advocate

For the Respondent:

Mr.Vibhav Krishna a/w Mr. Tahir  
Prande i/b Juris Consillis, Advocate

ORDER

*Per: Rajesh Sharma, Member (Technical)*

1. This is a company petition filed u/s 7 of IBC, 2016 by the Yes Bank Limited. (Financial Creditor), seeking to initiate CIRP against Indo Global Soft Solutions & Technologies Private Limited (Corporate Debtor). The financial Creditor claiming a sum of Rs. 213,78,51,939/- (two hundred

thirteen crore seventy-eight lakh fifty-one thousand nine hundred thirty-nine only) along with further outstanding calculated @ 1-year YBL MCLR + 2.095% i.e. 12.65% per annum and penal interest of 2 % per annum as on 08.07.2020.

2. The Corporate Debtor is a Private Limited Company incorporated on 26.12.2005 under the companies Act,1956, with Register of companies (RoC), Maharashtra, Pune. Its registered office at Radius Tech Park, Plot No.41, Rajiv Gandhi Infotech Park, Phase I, MIDC, Hinjewadi Pune Maharashtra 411057. Therefore, this Bench has jurisdiction to deal with this petition.
3. The Date of Default as mentioned in the Petition is 01.09.2019. The date of classification of the Corporate Debtor as a Non-Performing Asset (NPA) is 30.11.2019.
4. Case of the Financial Creditor:
  - a) The Financial Creditor submits that it has sanctioned the following credit facilities to the Corporate Debtor outstanding as on 08.07.2020 as under:

Term Loan-I	192,00,00,000/-
Principal Outstanding	189,99,58,272/-
Normal Interest Outstanding	21,17,88,571/-
Penal Interest Outstanding	2,61,05,096/-
<b>Total</b>	<b>213,78,51,939/-</b>

- b) While covering the chain of events with regards to the above-mentioned credit facilities, the Financial Creditor has given various Facility Addendum Letters and the same were accepted by the Corporate Debtor.

- c) The Financial Creditor has filed following documents attached to the petition:
- i. Security Trustee Agreement dated 30.10.2018 at page no151-186 of the petition.
  - ii. Deed of Mortgage executed by Corporate Debtor and Corporate Guarantor dated 05.11.2018 at page no 187-318 of the petition.
  - iii. Deed of Hypothecation dated 20.11.2018 at page no 319-337 of the petition.
  - iv. First Supplemental Mortgage Deed dated 18.02.2019 at page no 338-442 of the petition.
  - v. Deed of Mortgage dated 17.06.2019 at page no 443-574 of the petition.
  - vi. Loan Agreement dated 19.09.2019 at page no 31-78 of the petition.
  - vii. Copy of the Loan Recall Notice and Notice for invocation of Personal Guarantee and Corporate Guarantee dated 30.01.2020 at page no 592-604 of the petition.
- a) The Financial Creditor had time and again tried to provide several opportunities, but the Corporate Debtor failed to repay the loan and was classified as NPA on 30.11.2019.
- b) The Financial Creditor had sent a notice to the Corporate Debtor vide letter dated 17.12.2019 as the Corporate Debtor failed to pay debts. The letter is annexed as Exhibit 'V' at pp 575-578 of the Petition.
- c) The Financial Creditor also issued Demand Notice u/s13(2) dated 24.02.2020 under SARFESI Act stating to pay the outstanding dues. The Corporate Debtor in its reply dated 11.03.2020 denied the contentions raised by the Financial Creditor in the said demand notice.

- d) The Financial Creditor also submitted a report of National E-Governance Services Limited (NeSL) dated 08.07.2020 for particulars of debt of Corporate Debtor which is attached at pp. 23-30 as Exhibit 'E' of the Petition.
  - e) The Financial Creditor also submitted certificate u/s 2A(b) & 2A(c) under Bankers Books Evidence Act dated 09.07.2020 issued by YES Bank for the period from 09.10.2018 to 08.07.2020 which is attached at pp. 86-87 as Exhibit 'H' of the Petition.
- 5) The case of Corporate Debtor:
- i) The Corporate Debtor in its reply stated that an Addendum Letter dated 1.10.2020 was issued by the Financial Creditor and was accepted and executed Deed of Hypothecation in pursuance to the same.
  - ii) The Corporate Debtor has total exposure of approximately Rs. 1342 Crore through letter dated 21.05.2021 addressed by the Radius Group to Yes Bank in which a proposal for settlement of 5 loan facilities aggregating Rs.1342 crore including loan of 192 Crores vide facility letter bearing YBL/Delhi/CF/FL/0420/2018-2019 dated 18.09.2018. In which a request was made to give additional time for payment of dues Rs.192 crores in 7 instalments from 31.01.2022 till 31.01.2024.
  - iii) The Financial Creditor rejected the proposal vide the letter dated 18.06.2021.
  - iv) The Corporate Debtor at the outset denies all and singular statements, averments, contentions and submissions made by the Financial Creditor in its Petition.
  - v) The Corporate Debtor further submits that the present company petition is not maintainable as it is barred by the law of limitation.

Findings/Observations:

- 6) We have heard the submissions made by the counsel on both the sides and perused the records.
- 7) We have prudently gone through the pleadings available on record and observed that with respect to contentions of the Corporate Debtor regarding the limitation the Corporate Debtor has time and again admitted the Loan facilities provided by the Financial Creditor. Further, the Corporate Debtor has also sent letter dated 21.05.2021 requesting additional timeline for making the payments to the Financial Creditors.
- 8) From the above observations, this Bench finds no dispute with respect to the limitation as there are consecutive admissions on the part of Corporate Debtor.
- 9) From the contentions of the Corporate Debtor, it is observed that the Corporate Debtor has neither disputed nor disproved its liability. Mere denial of the debt does not wave the Corporate Debtor from its liability to pay the debts.
- 10) On perusal of the documents submitted by the Applicant, it is clear that financial debt amounting to more than Rs.1,00,00,000/- (Rupees One Crore Only) is due and payable by the Corporate Debtor to the Applicant. There is default by the Corporate Debtor in payment of debt amount.
- 11) The application is complete and has been filed under the proper form. The debt amount is more than Rupees One Crore and default of the Corporate Debtor has been established and the application deserves to be admitted.
- 12) Therefore, we do not have any objection on record against the application filed for initiation of CIRP against the Corporate Debtor. The debt and default are constituted, and default amount is more than the threshold amount. Hence, the application filed by the Financial Creditor is complete in all respect.

- 13) The Financial Creditor has proposed Mr. Shailen Shah, an Insolvency Professional registered with the Insolvency and Bankruptcy Board of India having Registration Number IBBI/IPA-001/IP-P00408/2017-18/10725 as Interim Resolution Professional to carry out functions as mentioned in I&B Code.

**ORDER**

This Application being CP (IB) No.377/MB-IV/2021 under Section 7 of I&B Code, 2016, presented by YES Bank Limited, Financial Creditor/ Applicant against Indo Global Soft Solutions and Technologies Limited., Corporate Debtor for initiating Corporate Insolvency Resolution Process is **admitted**. We further declare moratorium u/s 14 of I&B Code with consequential directions as mentioned below:

- I. That this Bench as a result of this prohibits:
- 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 possession of the corporate debtor.

- II. That the supply of essential goods or services to the Corporate Debtor, if continuing, shall not be terminated or suspended or interrupted during the moratorium period.
- III. That the provisions of sub-section (1) of Section 14 of I&B Code shall not apply to
- a. such transactions as may be notified by the Central Government in consultation with any financial sector regulator;
  - b. a surety in a contract of guarantee to a Corporate Debtor.
- IV. That 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 Bench approves the resolution plan under sub-section (1) of section 31 of I&B Code or passes an order for the liquidation of the corporate debtor under section 33 of I&B Code, as the case may be.
- V. The Operational Creditor shall deposit a sum of Rs.5,00,000/- (Rupees five 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).
- VI. That the public announcement of the Corporate Insolvency Resolution Process shall be made immediately as specified under section 13 of I&B Code.
- VII. Mr. Shailen Shah, an Insolvency Professional registered with the Insolvency Bankruptcy Board of India having Registration Number IBBI/IPA-001/IP-P00408/2017-18/10725 is hereby appointed as Interim Resolution Professional to carry out the functions as mentioned under IBC, the fee payable to IRP/RP shall comply with the IBBI

Regulations/Circulars/Directions issued in this regard. The IRP shall carry out functions as contemplated by sections 15,17,18,19,20 & 21 of the IBC.

VIII. The Registry is directed to immediately communicate this order to the Financial Creditor, the Corporate Debtor and the Interim Resolution Professional even by way of email or WhatsApp. **Compliance report of the order by Designated Registrar is to be submitted today.**

Sd/-

Kishore Vemulapalli  
Member (Judicial)  
12.04.2022

Sd/-

Rajesh Sharma  
Member (Technical)