

**IN THE NATIONAL COMPANY LAW TRIBUNAL  
KOLKATA BENCH (Court– I)  
KOLKATA**

C.P. (IB) 217/KB/2021

*A petition under section 9 of the Insolvency and Bankruptcy Code, 2016, read with rule 6 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016*

*In the matter of:*

**Rajendra Kumar Agarwal** [PAN No.: ADLPA2043B],

sole proprietor of BM Engineering Company

..... *Operational Creditor/ Petitioner*

*-versus-*

**Oscorp Industries Private Limited** [CIN: U74900WB2013PTC192320]

..... *Corporate Debtor/ Respondent*

**Date of Pronouncement of the order:** 04.01.2024

**Coram:**

**Mr. Rohit Kapoor, Member (Judicial)**

**Mr. Balraj Joshi, Member (Technical)**

**Appearances (via video conferencing/physical):**

*For the Operational Creditor:*

Ms. Manju Bhuteria, Adv.

Mr. Barik Ghosh, Adv.

Mr. Ritoban Sarkar, Adv.

*For the Corporate Debtor:*

Mr. A.K. Srivastava, Adv.

Mr. Akash Sharma, Adv.

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**ORDER**

***Balraj Joshi, Member (Technical):***

1. This Court convened through hybrid mode.
2. This is a Company Petition under section 9 of the Insolvency and Bankruptcy Code, 2016 (herein after referred as “the Code” or “IBC”) by **Rajendra Kumar Agarwal**, as the sole proprietor of **BM Engineering Company**, hereinafter referred to as “*Operational Creditor*” seeking to initiate Corporate Insolvency Resolution Process (“CIRP”) against **Oscorp Industries Private Limited**, hereinafter referred to as “*Corporate Debtor*”.
3. The Corporate Debtor is a private limited company incorporated on 17.04.2013. The authorized share-capital of the company ₹15,00,00,000/- and the paid-up share capital of the company is ₹14,56,00,000/-.
4. The total amount claimed to be in due to the Operational Creditor, is ₹ Rs. 1,59,49,507.88/-. The date of default is mentioned as 23 September 2019.
5. The Operational Creditor has relied on the various documents in support of its claims, including:
  - a) Working of the invoices along with payment received and outstanding dues, annexed as Annexure **C**;
  - b) Invoices, annexed as Annexure **D**;
  - c) Admission email dated 21 January 2021, annexed as Annexure **F**;
  - d) Bank Statements reflecting the unpaid operational debt; annexed as Annexure **H**.

**6. Submissions on behalf of the Operational Creditor:**

- 6.1 The case of the Operational Creditor is that he started his business in the name and style of BM Engineering Company on or around 2002, dealing in Railway Components Assembly/Sub-Assembly/General Order suppliers on or around 2002. In 2019, the Corporate Debtor placed multiple orders for supply of goods with the Operational Creditor.

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- 6.2 From 9 August 2019 till 6 February 2020, the Operational Creditor supplied goods worth Rs. 3,13,96,743/- and raised 25 invoices from time to time. On account payments were made time to time by the Corporate Debtor to the tune of Rs. 1,86,29,415/- from time to time against such invoices<sup>1</sup>.
- 6.3 The terms and conditions agreed on at the time of delivery of the goods was that the entirety of payment would be cleared within a period of 45 days from the date of issuance of invoice. However, while the contracted goods were delivered within the stipulated time against the orders placed by the Corporate Debtor, the payment for the same was never made.
- 6.4 As such, the Corporate Debtor committed a breach of the agreed terms as agreed between us while supplying the goods. Further, no complaint or protest was made by the Corporate Debtor towards the quality or quantity of the delivered goods.
- 6.5 The last payment was made on 24 February 2021 for a sum of Rs. 15,00,000/- and as on the date of issuance of this Form 3, an amount of Rs. 1,27,67,328/- is outstanding and liable to be paid by the Corporate Debtor.
- 6.6 Moreover, upon seeking information from the market, the Operational Creditor found that the Corporate Debtor was a habitual defaulter in making payments to its clients. Coupled with the Corporate Debtor's behavior, it becomes clear that the Corporate Debtor had intention to defraud the petitioner from the very inception of the contracts.
- 6.7 The Accounts were reconciled and confirmed over several meetings and documentary evidences exist regarding clear admission of the outstanding debt by the Corporate Debtor. On 21 January 2021, The Corporate Debtor, by email<sup>2</sup>, had admitted the debt due and outstanding. Further, the Corporate Debtor also sent payment plan for making payment of the said outstanding dues.
- 6.8 The Operational Creditor, after receiving no reply to the reminders, was compelled to issue a Form 3<sup>3</sup> on 19 April 2021 received by them on 21 April 2021. The Corporate Debtor gave no reply to the Form 3. As such, it becomes clear and an admitted fact that there is no pre-existing dispute and the debt stands admitted.

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<sup>1</sup>Annexure "D"

<sup>2</sup>Annexure "F"

<sup>3</sup>Annexure "G"

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6.9 A sum of Rs. 1,27,67,328/- - along with 12% interest per annum is due and payable by the Corporate Debtor. The interest calculated till 19 April 2021 is Rs. 31,82,179.88/-, making the total Amount due to be Rs. 1,59,49,507.88/-. The debt fell due on 23 September 2019.

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

7.1 The Corporate Debtor has submitted that there is no debt payable by the Corporate Debtor to the Operational Creditor and that the Corporate Debtor has not committed any default.

7.2 The Operational Creditor mentioned the date of default as 23.09.2019 in the petition and the demand notice was issued on 19/04/2021. However, the last purported invoice was allegedly issued on 06/02/2020. The Operational Creditor in its petition has calculated the date of default to be calculated 45 days from the date of issuance of 1st invoice i.e., 9th August, 2019, even though it had issued another purported 24 invoices in due course. Additionally, there is no mention of payment terms in the invoices purportedly raised by the Operational Creditor and the Corporate Debtor had paid its dues within 180 days from the date of issuance of the invoices which are undisputed. The method adopted by the Operational Creditor to calculate the date of default is a method adopted by it to save itself from the clutches of Section 10A as the said application is not maintainable and is barred by Section 10A of the IBC, 2016.

7.3 There are pre-existing disputes between the Operational Creditor and the Corporate Debtor. The mail dated 21.01.2021 relied upon by the Operational Creditor in the petition clearly demonstrates the pre-existence of dispute between the Operational Creditor and the Corporate Debtor.

7.4 The invoice dated 06/02/2020 for an amount of Rs. 35,47,174/- annexed at page no. 53 of the Petition purportedly issued by the Operational Creditor in this petition is a forged one and neither such material was ever supplied nor such invoice was ever issued to the Corporate Debtor. The GST Return (GSTR-9) of the Corporate Debtor and the Purchase Register of the Corporate Debtor will give an *ex facie* evidence of the Invoices received by the Corporate Debtor.

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- 7.5 The principal sum allegedly claimed by the Operational Creditor in its application is 1,27,67,328/-. After deducting a sum of Rs. 35,47,174/- from the principal sum the amount comes to 92,20,154/-, which is less than Rs. 1 Crore. Hence the application filed by the Operational Creditor is hit by Section 10A of the IBC, 2016.
- 7.6 The Invoice dated 06/02/2020 bearing number BM/19-20/0041 for a sum of Rs. 35,47,174/- is a forged document which was created to enable the Operational Creditor to enhance the minimum amount to more than Rs.1 Crore. The GST Return (GSTR-9) of the Corporate Debtor and the Purchase Register of the Corporate Debtor pertaining to the Operational Creditor ex-facie proves the correct number of Invoices received by the Corporate Debtor. That the principal sum allegedly claimed by the OC in its application is Rs.1,27,67,328/-. In view of the same, if a sum of Rs.35,47,174/- is deducted from the Principal amount of Rs. 1,27,67,328/-; the amount comes to 92,20,154/-, which is less than Rs. 1 Crore. As per the ledger<sup>4</sup> of the Corporate Debtor, a sum of Rs. 92,05,819/- is payable by the Corporate Debtor to the Operational Creditor. The said sum of Rs. 92,05,819/- has not been paid due to pre-existing dispute between both the parties and the Corporate Debtor reserves its right to raise the same at the appropriate forum.
- 7.7 The GSTR-TABLE 8A of GSTR-9<sup>5</sup> of the Operational Creditor downloaded from the GST portal shows the taxable inward supplies received from the registered persons of the Operational Creditor which further makes it evident that the Operational Creditor has purportedly issued 26 nos. of invoices for an aggregate sum of Rs.3,50,29,927/- whereas in its Sec 9 Application the Operational Creditor has claimed to have issued 25 invoices for an aggregate sum of Rs.3,13,96,743/-. Hence, it is apparent that there is already a discrepancy of a missing invoice no. BM/19-20/0034 for a sum of Rs.35,47,174/-.
- 7.8 Further the invoice number BM/19-20/0041 of Rs.35,47,174/- claimed to be issued to the Corporate Debtor is not matching with GSTR-9 of the Corporate Debtor. The balance amount is Rs.92,05,819/- and not Rs. 1,27,67,328/- as falsely claimed in the petition. There also exists a mismatch of figure in invoice no. BM/19-20/0029 of

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<sup>4</sup>Annexure "B" to Reply Affidavit

<sup>5</sup>Annexure "C" to Reply Affidavit

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18/11/2019 inasmuch as the GSTR TABLE 8A of GSTR 9 figure on the portal shows Rs.16,91,530/- whereas the invoice amount is only Rs.16,05,520/-.

- 7.9 It is specifically denied that it was ever agreed to make the payments against all invoices within 45 days of the delivery of materials rather the Books of accounts apparently demonstrates that the CD has been paying the bills as per agreed terms of the purchase order generally within 45 to 180 days.
- 7.10 It may be noted that the amount shown as due and payable to OC in that mail Rs.1.42 cr. whereas the OC has claimed Rs.1.27 Crore in its Sec 9 Application. Hence it is apparent that the OC has concealed the fact that in order to resolve the disputes, the OC and its associated companies there was meeting and some of the dues were added and segregated and thereafter a consolidated plan of making payments for the agreed amounts was sent through the said email.
- 7.11 The Adjudicating Authority has no jurisdiction to resolve the disputes pertaining to a group of companies of which the OC is a part and as such the reliance of the said mail by the OC to buttress their claim is completely false and fraudulent known to the OC.
- 7.12 The CD on 21/01/2021 has raised dispute with regard to ongoing disputes among the CD and OC's associated companies i.e., Cosmic Alloys Limited & Kayr Enterprise. There have been serious disputes ongoing between the CD and the OC with regard to E- way Bills, Material Testing and Weighment Slips.

**8 Rejoinder on behalf of the Operational Creditor:**

- 8.1 The Operational Creditor has submitted that the Corporate Debtor never made full payment of even the first invoice. The payment was received only on 21 February 2020 without any payment advice. As such, the Operational Creditor had adjusted the payment amounts, details of which are already annexed as Annexure C.
- 8.2 The fact that Rs. 1.42 crores is payable is already an admitted fact as is evident from Annexure F of the Application.
- 8.3 The Corporate Debtor has given a clear admission of the outstanding debt in the email dated 21 January 2021. The enclosure to the email sets out that Rs. 1.42 crores is due and payable by the Corporate Debtor to the Operational Creditor. The email is proof that there is no pre-existing dispute.

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- 8.4 It is submitted that the invoice no. 41 is not forged as alleged and was delivered by hand to the office of the Corporate Debtor in Howrah. The goods mentioned in the said invoice were duly delivered to the Corporate Debtor on 10 February 2020.
- 8.5 It is further submitted that for most of the orders of the Corporate Debtor, Krishna Roadlines was engaged to deliver the material. The Corporate Debtor had asked for delivery directly at the site of its work i.e. in the South East Central Railway at Bhilai. Accordingly, the e-Way Bill dated 06 February 2020 clearly mentions the amount specified in Invoice No. 41 and also the materials being supplied. It is clear from the e-Way Bill that the materials duly crossed the state border and reached the consignee site on 10 February 2020. The Operational Creditor also filed its GST Returns for Invoice No. 41 and uploaded the same on GST website. The Operational Creditor also gave the GST credit amounting to Rs. 5,41,094/- to the Corporate Debtor. The same is evident from the annexed GST Return.
- 8.6 The Annexure A to the Counter Affidavit submitted by the Corporate Debtor shows a tabular chart prepared by themselves which purposely does not demonstrate the GST credit of Invoice No. 41 and they have also annexed the GST- 9, which is an annual form. The Corporate Debtor has purposely not addressed the credit which was given to them amounting to a sum of Rs. 5,41,094/-. It is impossible that the Corporate Debtor would have received Invoice No. 42 and materials pertaining to the same but not receive Invoice No. 41 which was issued on the same date.
- 8.7 The documents annexed as Annexure J prove that the materials were duly supplied to the Corporate Debtor and that the invoice also stood duly delivered. The Corporate Debtor has purposely not filed their GST returns to avoid liability to make outstanding payments. The Operational Creditor has filed all the requisite forms and returns of GST.
- 8.8 The Corporate Debtor is trying to mislead this Hon'ble Tribunal by stating an alleged discrepancy of a missing invoice bearing no. BM/19-20/0034. The alleged invoice bearing no. BM/19-20/0034 was cancelled<sup>6</sup> by the Corporate Debtor which was re-issued as BM/19-20/41 for the same sum of Rs. 35,47,174/- as was intimated to the

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<sup>6</sup>Annexure K to the Rejoinder

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Corporate Debtor. It is a fact that 26 invoices were issued out of which one invoice i.e. Invoice no. 34 stood cancelled upon express instructions of the Corporate Debtor.

8.9 The Annexure C of the Affidavit in Opposition clearly shows that the Operational Creditor has filed GST Returns which shows the Invoice No. 41 of the amount of Rs. 35,47,174/ in the GSTR-TABLE BA of the Operational Creditor. Hence, the Corporate Debtor has purposely not reflected the said invoice in their GST filings in order to avoid their liability to pay outstanding dues. I submit that for Invoice 29 the GST rate stood revised to 12% from 18% at the time of filing returns. Therefore there was a reduction in the amount.

**9 Analysis and Findings:**

9.1 Heard the Ld. Counsel on behalf of the Operational Creditor and Ld. Counsel on behalf of the Corporate Debtor and perused the record.

9.2 Upon perusal of the petition, it can be seen that the date of default mentioned by the Operational Creditor is 23 September 2019*i.e* 45 days from the date of issuance of first invoice on 09 August 2019. The Operational Creditor, in order to justify the said date of default, has submitted that the parties had agreed at the time of delivery of goods that the entire payment would be cleared within a period of 45 days. However, since the Operational Creditor has provided no evidence to support the same, the same cannot be considered. Since there is no evidence that the payment was to be made within 45 days, the failure to not do the same ,cannot be deemed to result in a 'default' for the purpose of determining the date of default.

9.3 Further, the ledger account of the Corporate Debtor in the books of the Operational Creditor has been annexed to the petition by the Operational Creditor. According to the said ledger account, the Operational Creditor has issued 25 invoices and the Corporate Debtor has made several payments towards the same. In fact, according to the said ledger, no payment is due towards the first invoice.

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The outstanding amount of Rs. 1,27,67,328/- is in respect of six (06) invoices issued from 14 December 2019 to 06 February 2020.

- 9.4 At the same time, upon perusing the aforementioned ledger account, it can be seen that the details of the outstanding bills have been highlighted, according to which the first outstanding bill was issued on 14 December 2019. Further, upon adjusting the payments received from the Corporate Debtor against the invoices, we see that first clear default occurs in respect of the invoice dated 14 December 2019. As such, it is clear that the ‘date of default’ ought to be 14 December 2019.
- 9.5 In this regard, we would like to refer to refer to the observation made by the Hon’ble Supreme Court in the matter of *M/s Next Education India Private Limited Vs. M/s K12 Techno Services Private Limited*<sup>7</sup> which is reproduced hereinunder:

*“ At the outset, it is required to be noted that, in fact, the appellant herein, who claimed to be ‘Operational Creditor’ raised 187 different invoices for the Digital Classroom Solution Services provided for the period between 12.03.2011 and 30.06.2017. The amount under different invoices were unpaid, which gave rise to the appellant to initiate the proceedings under Section 9 of the IBC before the NCLT. The NCLT considering the starting point of limitation as 12.03.2011 held that the claim is barred by limitation. However, the NCLT did not take into consideration the subsequent invoices at least preceding three years from the date of filing of Section 9 application, which ought to have been considered. Under the circumstances, the NCLT ought to have considered the invoices at least for the period preceding three years from the date of the application under Section 9, rather than considering the starting*

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<sup>7</sup> CIVIL APPEAL NO.1775 OF 2021, decided on 27 March 2023

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*point of limitation as 12.03.2011. Under the circumstances, the order(s) passed by the NCLT and affirmed by the NCLAT are unsustainable.”*

- 9.6 It is clear from the aforesaid decision that not only does the Adjudicating Authority have the power to examine and go beyond the details mentioned in Form 5 in order to determine the existence and date of default, but also that the Adjudicating Authority ought to examine each invoice separately in order to do so. It is further clear to us that the wrong default date mentioned in the petition will not be fatal to the application, as long as the existence is established beyond doubt.
- 9.7 In the instant case, the Corporate Debtor has not disputed the existence of default. Therefore, in light of the aforesaid decision, we are of the considered opinion that the default has admittedly occurred. The only gap needed to bridge up is the establishing the date of default in order to examine the veracity of the petition in totality. While the Form 5 mentions the date of default to be 23 September 2019, we find that upto 14 December 2019, the payments have got squared up and therefore this is the date which shall be reasonably construed to be the date of default. Considering the said date to be the date of default, it is clear that the instant petition is not hit by section 10A of the Code and is within the prescribed limitation period.
- 9.8 Coming to the quantum of the debt, the Corporate debtor in the reply affidavit has contended as follows:
- a. the invoice bearing number BM/19-20/0041 issued on 06 December 2019 is forged;
  - b. the missing invoice being BM/19-20/0034 got a sum of Rs. 35,47,174/- has discrepancy;

- c. the amount mentioned in the invoice being BM/19-20/0029 does not match the figure mentioned in the GSTR Table 8A of GSTR 9. This argument is purportedly made to signify that there was a pre-existing dispute.
- 9.9 In this regard, we would like to refer to the decision of the Hon'ble Supreme Court in the matter of ***Mobilox Innovations Private Limited Vs. Kirusa Software Private Limited***<sup>8</sup> wherein it was held that:

*“The scheme of Section 7 stands in contrast with the scheme Under Section 9 where an operational creditor is, on the occurrence of a default, to first deliver a demand notice of the unpaid debt to the operational debtor in the manner provided in Section 8(1) of the Code. Under Section 8(2), the corporate debtor can, within a period of 10 days of receipt of the demand notice or copy of the invoice mentioned in Sub-section (1), bring to the notice of the operational creditor the existence of a dispute or the record of the pendency of a suit or arbitration proceedings, which is pre-existing - i.e. before such notice or invoice was received by the corporate debtor. The moment there is existence of such a dispute, the operational creditor gets out of the clutches of the Code.” (Para 29)*

The Apex Court, in Mobilox Innovations Private Limited (Supra) further held that:

*“...Therefore, all that the adjudicating authority is to see at this stage is whether there is a plausible contention which requires further investigation and that the “dispute” is not a patently feeble legal argument or an assertion of fact unsupported by evidence. It is important to separate the grain from the chaff and to reject a spurious defence which is mere bluster. However, in doing so, the*

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<sup>8</sup>Mobilox Innovations Private Limited vs. Kirusa Software Private Limited (21.09.2017 - SC) : MANU/SC/1196/2017

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*Court does not need to be satisfied that the defence is likely to succeed. The Court does not at this stage examine the merits of the dispute except to the extent indicated above. So long as a dispute truly exists in fact and is not spurious, hypothetical or illusory, the adjudicating authority has to reject the application.” (Para 40)*

- 9.10 It is clear from the aforesaid judgment that the “dispute” raised by the Corporate Debtor should not be feeble argument or a spurious defense. It should be “*a plausible contention which requires further investigation*”.
- 9.11 In this case it is seen that the issue of forged invoices has though been taken by the Corporate Debtor in the reply affidavit, but the same has never been taken before issuance of the Section -8 notice. Thus making it a feeble arguement.
- 9.12 Upon perusal of the records, specifically Annexure A of the Rejoinder, it can be seen that the Operational Creditor has filed GST in respect of the invoices being BM/19-20/0041 and BM/19-20/0042 together. The Corporate Debtor has admitted to receiving the GST for the latter invoice as can be seen from Annexure A of the Reply Affidavit. It is not perceivable that the Corporate Debtor would receive the GST for one invoice without the other. Additionally, it can be seen from the Table 8A of GSTR- 9 annexed to the Reply Affidavit as Annexure C, that taxable inward supplies were received by the Corporate Debtor in respect of both the afore-mentioned invoices.
- 9.13 Further, Annexure C to the petition clearly provides the outstanding invoices which form the basis of the instant petition. It can be seen from the calculations given therein that neither BM/19-20/0034 nor BM/19-20/0029 have been included to calculate the total outstanding dues. Since the said invoices do not form the subject matter of the instant petition, the “dispute” regarding the same are not germane to the adjudication of the instant petition and do not need to be investigated further. As such, we find that the said defense taken by the Corporate Debtor is not maintainable.

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9.14 In light of the aforementioned facts, circumstances and precedents cited above, this Adjudicating Authority is satisfied that the Corporate Debtor has defaulted in the repayment of its debt due to the Operational Creditor and as such the instant petition ought to be admitted.

13.1 It is, accordingly, hereby ordered as follows:-

- i. The application bearing **CP (IB) No. 217/KB/2021** filed by **Rajendra Kumar Agarwal**, the sole proprietor of **BM Engineering Company** (*Operational Creditor*), under section 9 of the Code read with rule 6 of the Insolvency & Bankruptcy (Application to Adjudicating Authority) Rules, 2016 for initiating CIRP against **Oscorp Industries Private Limited** (CIN:74900WB2013PTC192320), 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. Aditya Kumar Tibrewal**, having registration number **IBBI/IPA-001/IP-P00743/2017-2018/11249**, email: **adityatibre@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

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Bankruptcy Board of India (Insolvency Professional) Regulations, 2016.

- vi. 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.
- vii. 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.
- viii. 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.
- ix. The Operational Creditor shall initially deposit a sum of ₹2,00,000/- (Rupees Two 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.
- x. In terms of section 7(5)(a) of the Code, Court Officer of this Court is hereby directed to communicate this Order to the Operational Creditor, the Corporate Debtor and the IRP by Speed Post, email and

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WhatsApp immediately, and in any case, not later than two days from the date of this Order.

- xi. 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.

13.2 **CP (IB) No. 217/KB/2021** to come up on **09.02.2024** for filing the progress report.

13.3 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 4<sup>th</sup> day of January, 2024*

SM(LRA)