

IN THE NATIONAL COMPANY LAW TRIBUNAL

KOLKATA BENCH, COURT NO. I

KOLKATA

Company Petition (IB) No. 135/KB/2026

An Application 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:

M/s. Jagannath Textile Company Private Limited

... Financial Creditor/ Applicant

Versus

M/s. ShreeSatya Sponge & Power Private Limited

... Corporate Debtor/ Respondent

Date of Pronouncement: 23.09.2026

Coram:

SMT. BIDISHA BANERJEE, MEMBER (JUDICIAL)

MS. REKHA KANTILAL SHAH, MEMBER (TECHNICAL)

Appearance:

For the Financial Creditor:

1. Mr. R. Vidhya Shankar
2. Mr. Manoj Gopalakrishnan Adv
3. Ms. Kiran Sharma, Adv.

For the Corporate Debtor:

1. Ms. Swastikaa Roy, Adv.
2. Mr. Amandeep Singh, Adv.

ORDER

PER BIDISHA BANERJEE, MEMBER (JUDICIAL):

1. This Court congregated through a hybrid mode.
2. The Learned Counsels for both parties were heard *in extenso*.

3. Factual Matrix

3.1. This instant application is preferred under **Section 7** of the Insolvency and Bankruptcy Code, 2016, for brevity “IBC” by **M/s. Jagannath Textile Company Private Limited**, hereinafter referred to as the “**Applicant**”/ “**Financial Creditor**” against **M/s. ShreeSatya Sponge & Power Private Limited**, hereinafter referred to as “**Respondent**” / “**Corporate Debtor**” seeking initiation of Corporate Insolvency Resolution Process in respect of the Corporate Debtor for an alleged default of Rs. 1,09,56,712/-.

4. Submissions of the Applicant / Financial Creditor:

4.1. The Financial Creditor was originally incorporated as a Public Limited Company on 11.05. 1987 under the Companies Act, 1956, and subsequently converted into a Private Limited Company under the provisions of the Companies Act, 2013. The Financial Creditor is engaged in the processing of cotton and operates one of the largest single cotton spinning units in India, manufacturing a wide variety of yarn ranging from grey to regenerated colour yarn.

4.2. The Corporate Debtor is a Private Limited Company incorporated on 10.12.2016 under the Companies Act, 2013. The Corporate Debtor is engaged in the manufacturing and supply of structural steel products, including TMT Bars, flat bars, round bars, square bars, billets, sponge iron and angles.

- 4.3. In or around July 2025, the Corporate Debtor approached the Financial Creditor through a broker named Mr. Shyam Sundar Nadhani, seeking an unsecured loan of Rs. 1,00,00,000/- for working capital requirements, for a period of three months, at an interest rate of 12% per annum.
- 4.4. The Financial Creditor disbursed an unsecured loan of Rs. 1,00,00,000/- for working capital requirements to the Corporate Debtor on 11.07.2025 through RTGS directly to the bank account of the Corporate Debtor.
- 4.5. The Corporate Debtor issued a Money Receipt on 11.07.2025 acknowledging the receipt of the principal amount, recording an interest rate of 12% per annum, and issued a post-dated cheque bearing No. 038613 dated 09.10.2025 towards repayment.
- 4.6. It was mutually agreed between the parties that the interest accrued on the Principal Amount, upon expiry of loan tenure of three months.
- 4.7. Upon maturity of Loan on 09.10.2025, the Financial creditor called upon the Corporate Debtor to repay the Principal Amount together with the accrued interest. The Corporate Debtor, citing financial difficulties sought an extension of time for repayment and agreed to continue paying interest at the same rate of 12% per annum until actual repayment, upon this request the Financial Creditor granted an extension of two additional months for repayment.
- 4.8. Upon presentation on 26.12.2025, the said cheque was dishonoured by the drawee bank with the return memo endorsement "Payment stopped by drawer".
- 4.9. The Corporate Debtor once again failed to repay either the Principal Amount or the accrued interest within the extended period. It is further submitted that despite the various demands made by the Financial Creditor upon the Corporate debtor through telephonic

communication, the Corporate Debtor still failed to discharge the outstanding dues.

- 4.10. The total outstanding amount claimed in default as of 28.04.2026 aggregates to Rs. 1,09,56,712/-, comprising the principal amount of Rs. 1,00,00,000/- and accrued interest of Rs. 9,56,712/-.

5. Submissions of the Respondent / Corporate Debtor in Reply:

Per Contra the respondent Corporate Debtor would submit inter-alia as follows:

- 5.1. That the foundation of the Petitioners claim consists of a solitary one-page letter dated 11.07.2025 titled “Money Receipt” and a post-dated cheque,
- 5.2. That there is No loan agreement, no promissory note, no term sheet, and no correspondence recording any negotiation of terms between the parties as nothing has been filed with the petition.
- 5.3. It is submitted that the sum claimed does not constitute a “financial debt” under Section 5(8) of the IBC as there is no loan agreement, promissory note, or term sheet evidencing the transaction.
- 5.4. The transaction was purportedly sourced through a broker named Mr, Shyam Sundar Nadhani, and no document concerning the said broker has been filed with the petition. and an unexplained transfer of Rs. 1,00,000/- was made by the Financial Creditor to a third party on the same date.
- 5.5. The alleged unsecured advance of ₹1,00,00,000/- lacks any formal loan documentation, and for two unrelated commercial entities with no prior business relationship, advancing such a significant sum without a written agreement is highly unusual and does not reflect a genuine, arm’s-length lending transaction.
- 5.6. That while the Petitioner claims to have been approached by the Corporate Debtor through a broker, Mr. Shyam Sundar Nadhani,

no documentary evidence regarding this broker has been placed on record. Hence, the Operational Creditor is put to strict proof regarding the broker's identity, involvement, and any commission paid.

- 5.7. At the same time the Respondent has drawn attention to a transfer of ₹1,00,000/- made by the Petitioner on 11.07.2025 the exact date of the alleged disbursement to an entity named “Manikaran Power Limited.” It is argued that this transaction remains entirely unexplained anywhere in the petition.
- 5.8. The Respondent would further contend that the Petitioner has failed to place on record any board resolution or authorization letter to demonstrate that the Corporate Debtor's Board of Directors actually sanctioned the alleged borrowing of ₹1,00,00,000/-. Such approval is a statutory requirement under Section 179(3)(d) of the Companies Act, 2013.
- 5.9. The validity of the ‘Money Receipt’ dated 11.07.2025 relied upon by the Petitioner is disputed. It is contended that this document, which merely bears the signature of an unidentified ‘Director/Authorised Signatory’ without providing a name, designation, or reference to any enabling board resolution, cannot legally bind the Corporate Debtor or establish a duly authorized loan.
- 5.10. That while the Index to the petition lists a Vakalatnama, Proof of Service upon the Insolvency and Bankruptcy Board of India (IBBI), and an E-Filing receipt, the Corporate Debtor has not been provided with true and complete copies of these documents. Accordingly, the Respondent reserves its right to verify whether the Petitioner has strictly complied with Rule 4 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016, and to raise any consequential objections that may arise from such verification.
- 5.11. That the Record of Default issued by National E-Governance Services Limited (NeSL) relied upon by the Petitioner is

substantially illegible. In particular, the column reflecting the 'Authentication Status' of the alleged debt cannot be read or verified with any certainty. The Corporate Debtor categorically denied having authenticated the debt in any manner.

- 5.12. That the 'deemed to be authenticated' status, on which reliance has been placed by the Financial Creditor such a status is merely a procedural consequence of a failure to respond within the stipulated timeframe under the Information Utility framework and cannot be treated as a substantive admission or adjudication of the debt on its merits.

6. Admitted Facts

- 6.1. The Respondent has acknowledged that a sum of Rs. 1,00,00,000/- was indeed credited to the Corporate Debtor's bank account on 11.07.2025.

7. Disputed Facts

- 7.1. The Corporate Debtor has specifically denied that such receipt of money constitutes a 'financial debt' or a 'disbursement' against the consideration for the time value of money within the meaning of Section 5(8) of the Insolvency and Bankruptcy Code, 2016.
- 7.2. The Corporate Debtor would assert that the mere receipt of funds does not automatically establish a financial debt and puts the Petitioner to strict proof to substantiate its claims.
- 7.3. The Corporate Debtor has denied that an extension of two months was sought for repayment as no document or communication evidencing any such request or extension has been disclosed by the Petitioner.
- 7.4. The Corporate Debtor would not dispute that the cheque made for repayment of dues was returned with the endorsement "Payment Stopped by Drawer", but would specifically deny it establishes any wilful default, mala fide conduct or dishonest intention on the part of the Corporate Debtor.
- 7.5. The Corporate Debtor asserts that the Petitioner's total claim exceeds the statutory threshold solely due to the inclusion of an

alleged interest component, which is entirely disputed and unsupported by any documentation and upon exclusion of such disputed interest, the core claim would fall below the minimum pecuniary threshold prescribed under Section 4 of the Insolvency and Bankruptcy Code, 2016. The Respondent/Corporate Debtor therefore contends that the present petition is not maintainable and is liable to be dismissed on this ground alone.

8. Submissions of the Financial Creditor in Rejoinder:

- 8.1. In rejoinder it is submitted that Section 5(8)(a) of the IBC defines financial debt to include money borrowed against the payment of interest, and the Corporate Debtor has explicitly admitted the receipt of the Rs. 1,00,00,000/- remittance via RTGS in its own Reply Affidavit.
- 8.2. It is submitted that to maintain a petition under Section 7 of the IBC, 2016, the Petitioner has to satisfy the definitions under Sections 5(7) and 5(8) of the IBC, 2016.
- 8.3. It is contended that a written financial contract is not a precondition for proving a financial debt, in support reliance is placed upon the precedents set in **Satish Balan v. Neeta Navin Nagda Company Appeal (AT) (Insolvency) No. 718 of 2023**, **Agarwal Polysacks Ltd. v. K.K. Agro Foods & Storage Ltd 2023 SCC Online NCLAT 624.**, **Desana Impex Ltd. vs. Brick & Mortar(P) Ltd., (2025) 261 Comp Cas 376** and **Bijendra Prasad Mishra v. HS Mercantile Pvt. Ltd. & Anr., 2025 SCC Online NCLAT 1491.**
- 8.4. It is submitted that the Petitioner is a Private Limited Company which in its ordinary course of commercial transactions, undertakes various dealings with multiple entities, and it is not the authority of the Corporate Debtor to ask the Petitioner to explain other entries in its bank statement or its independent dealings with third parties.

- 8.5. It is stated that the Financial Creditor's Managing Director was duly authorized by a Board Resolution dated 18.12.2024 to approve loans. Any failure by the Corporate Debtor to internally authorize its own borrowing under Section 179(3)(d) of the Companies Act, 2013, is a matter of internal governance and cannot be used as a defence against a third party.
- 8.6. It is argued that the 'Deemed to be Authenticated' status by NeSL strictly complies with Section 215(4) of the IBC and Regulation 21 of the IBBI (Information Utilities) Regulations, 2017, as the Corporate Debtor failed to respond to the authentication invitations.
- 8.7. It is contended that the principal sum of Rs. 1,00,00,000/- inherently meets the threshold prescribed under Section 4 of the Code, rendering the Corporate Debtor's objection regarding the threshold invalid.
9. Learned Counsels were heard, records perused and rival contentions were noted.

Analysis and Findings:

10. Upon consideration of the pleadings, documents, and rival submissions, the issues that arise for determination are as follows:
- a. Whether the disbursement of funds without a formal loan agreement constitutes a Financial Debt under Section 5(8) of the IBC?
 - b. Whether the application meets the minimum pecuniary threshold under Section 4 of the IBC?
 - c. Whether a "Deemed to be Authenticated" NeSL record establishes valid proof of default?

Issue 1

- 10.1. **Whether the disbursement of funds without a formal loan agreement constitutes a Financial Debt under Section 5(8) of the IBC?**

10.1.1. To deal with the issue it would be essential to understand what constitutes ‘financial debt’. In **Anuj Jain IRP for Jaypee Infratech Ltd. v. Axis Bank Ltd., (2020) ibclaw.in 06 SC** the Hon’ble Supreme Court expounded the concept as under: *“43. Applying the aforementioned fundamental principles to the definition occurring in Section 5(8) of the Code, we have not an iota of doubt that for a debt to become ‘financial debt’ for the purpose of Part II of the Code, the basic elements are that it ought to be a disbursal against the consideration for time value of money. It may include any of the methods for raising money or incurring liability by the modes prescribed in sub-clauses (a) to (f) of Section 5(8); it may also include any derivative transaction or counter-indemnity obligation as per sub-clauses (g) and (h) of Section 5(8); and it may also be the amount of any liability in respect of any of the guarantee or indemnity for any of the items referred to in sub-clauses (a) to (h). The requirement of existence of a debt, which is disbursed against the consideration for the time value of money, in our view, remains an essential part even in respect of any of the transactions/dealings stated in sub-clauses (a) to (i) of Section 5(8), even if it is not necessarily stated therein. In any case, the definition, by its very frame, cannot be read so expansive, rather infinitely wide, that the root requirements of ‘disbursement’ against ‘the consideration for the time value of money’ could be forsaken in the manner that any transaction could stand alone to become a financial debt. In other words, any of the transactions stated in the said sub-clauses (a) to (i) of Section 5(8) would be falling within the ambit of ‘financial debt’ only if it carries the essential elements stated in the principal clause or at least has the features which could be traced to such essential elements in the principal clause. In yet other words, the essential element of disbursal, and that too against the consideration for time value of money, needs to be*

found in the genesis of any debt before it may be treated as 'financial debt' within the meaning of Section 5(8) of the Code. This debt may be of any nature but a part of it is always required to be carrying, or corresponding to, or at least having some traces of disbursal against consideration for the time value of money."

(Emphasis Added)

- 10.1.2. Applying the fundamental principles laid down by the Hon'ble Supreme Court in **Anuj Jain IRP for Jaypee Infratech Ltd. v. Axis Bank Ltd.,(supra)** to the facts of the present case, it is clear that the indispensable element of a **'financial debt'** is the disbursal of funds against the consideration for the time value of money.
- 10.1.3. In the instant case, the record demonstrates that the funds were disbursed by the Petitioner carrying a specific interest rate of **12%** for a stipulated period of three months. The exaction of interest over this fixed tenure squarely satisfies the core requirement of 'time value of money'. Therefore, this Adjudicating Authority is of the considered view that the amount so disbursed against consideration for the time value of money inherently qualifies as a **"financial debt"** within the meaning of Section 5(8) of the Code, notwithstanding the absence of a formally executed loan agreement. The Corporate Debtor in its reply has emphatically admitted that it received Rs. 1,00,00,000/- in its bank account via RTGS on 11.07.2025. The same is also evident from page number 37 of the petition which is reproduced asunder:

4/15/26, 3:41 PM

TxnRevealDtIs

37



GPS



BRANCH/SBIN0007536

Business Date : 15/04/26 | Date : 15/04/26 15:41:51

TxnRevealDtIs / TXNREVEALDTLS

Version : - 15/12/25 7:17 PM

SBI REFERENCE NO.	SBINR52025071191842346
AMOUNT (Rs.)	10000000.00
CREATION TIME	11/07/2025 15:30:15
SENDER IFSC CODE	SBIN0007536
RECEIVER IFSC CODE	UTIB0001164
RBI BATCH TIME AND DATE	11/07/2025 15:30:22
MESSAGE TYPE	pacs.008
SENDER ACCOUNT NAME	JAGANNATH TEXTILE CO LTD
SENDER ACCOUNT NO	41917078030
BENEFICIARY DETAILS	SHREE SATYA SPONGE ,
RECEIVER ACCOUNT NO.	919030061846270



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10.1.4. Further the Corporate Debtor has not only issued a letter with subject "Money Receipt" on 11/07/2025 acknowledging the sum, specifying an interest rate of 12% per annum, but also issued a post-dated cheque towards repayment thereby acknowledging the debt.

10.1.5. That apart, the Corporate Debtor has also duly admitted to the receipt of this remittance vide letter dated 11.07.2025. The aforementioned letter is reproduced below for clarity:



SHREESATYA SPONGE & POWER PVT. LTD.

Reg. Office : PRIMARC TOWER, 4th Floor, Dn-36, DN Block, Sector V, Salt Lake City, Kolkata - 700091 | Telephone : 033 6638 3000 | Email : hr@shreesatyagroup.com
GSTIN : 19AAXCS4608Q1ZL | CIN : U27200WB2016PTC217058

Date: 11.07.2025

To,
JAGANNATH TEXTILE CO LTD
140-141 RAMANI KRISHNA MARVEL
2ND FLOOR D.B ROAD
R.S PURAM COIMBATORE -641002

PAN NO: AAACJ5552D

SUB: MONEY RECEIPTS

Dear Sir/Madam,

Received with thanks sum of Rs. 1,00,00,000/- (Rupees One Crore Only) on 11.07.2025 as per Interest @ 12% p. a against this amount. So therefore, I am issuing a Cheque of Rs. 1,00,00,000/- (Cheque no: 038613) as on date 09.10.2025

Thanking You

SHREESATYA SPONGE & POWER PVT. LTD.

Director/Authorised Signatory
SHREESATYA SPONGE & POWER PVT.LTD.s

CIN: U27200WB2016PTC217058

PAN: AAXCS4608Q

10.1.6. Thus, it is established beyond any iota of doubt that there exists a “financial debt”, which the Corporate Debtor owes to the Financial Creditor

10.1.7. Coming to the issue whether whether a formal written agreement is mandatory to prove a financial debt, we find that in the case of **Satish Balan Director of Balan and Chheda Developers Pvt. Ltd. v. Mrs. Neeta Navin Nagda, (2023) ibclaw.in 422 NCLAT** the Hon’ble Appellate Tribunal has categorically observed thus:

“14. This ‘Appellate Tribunal’ observe that the Code no where prescribes that there should be a written agreement between the parties to prove the loan and its disbursement to be treated as financial debts. It is also observed that if there are acknowledgments by the ‘Corporate Debtor’ and where the statements of accounts of the ‘Corporate Debtor’ are in position to proof disbursement of loan and payment of interest, the absence of formal written agreement would not bar the ‘Financial Creditor’ (the Respondent No. 1 herein) from initiating the CIRP.

15. We take note from the record made available that there have been clear acknowledgments which have been issued by the ‘Corporate Debtor’ for the money received from the Respondent No. 1 which also mentioned the quantum of interest payment to be made by the ‘Corporate Debtor’ to the Respondent No. 1. Similarly, we also take into account the fact that TDS was deducted regarding interest paid and the name of the Appellant as ‘deductor’ and the name of the Respondent No. 1 as ‘deductee’ is clearly evident. This does not give any scope for benefits of the ‘Appellant’.”

- 10.1.8. Relying on the settled proposition of law enunciated by the Hon'ble NCLAT, this Adjudicating Authority observes that the Insolvency and Bankruptcy Code, 2016 does not strictly mandate the existence of a formal, written loan agreement to establish a ‘financial debt’. As long as there is sufficient corroborating evidence on record, such as bank statements reflecting the disbursement, acknowledgments of receipt, or other financial records indicating the terms of the advance the absence of a formalized contract is not fatal to the claim of a Financial Creditor. Therefore, the Respondent's contention that the petition must fail solely due to the lack of a written loan document cannot be sustained.

- 10.1.9. Section 5(8) of the IBC defines “financial debt” as a debt along with interest, if any, which is disbursed against the consideration for the time value of money.
- 10.1.10. The issuance of the Money Receipt, the provision of a post-dated cheque, and the admitted RTGS transfer collectively satisfy the definition of a financial debt under Section 5(8) of the Code. The Corporate Debtor's defence regarding the lack of a formal agreement is legally untenable.

Issue 2

11. Whether the application meets the minimum pecuniary threshold under Section 4 of the IBC?

- 11.1.1. The Corporate Debtor contends that the claim amount exceeds the statutory threshold only by incorporating a disputed interest component.
- 11.1.2. Section 4 of the IBC requires a minimum default amount of Rs. 1 Crore to initiate the Corporate Insolvency Resolution Process.
- 11.1.3. The admitted principal amount disbursed to the Corporate Debtor is exactly Rs. 1,00,00,000/-. This sum intrinsically meets the minimum statutory threshold of Rs. 1 Crore under Section 4 of the Code, entirely independent of the accrued interest of Rs. 9,56,712/-.
- 11.1.4. In “**Company Appeal (AT) (Ins.) No. 690 of 2022, Prashant Agarwal vs. Vikash Parasrampur & Anr.**” It was held that:
- “9(vi) It is, therefore, clear from these facts that the total amount for maintainability of claim will include both principal debt amount as well as interest on delayed payment which was clearly stipulated in the invoice itself. It is noted that the total principal debt amount of Rs. 97,87,220/- along with interest the total debt makes total outstanding as Rs. 1,60,87,838/-. Thus, the total debt outstanding of OC is above Rs. 1 crore as per*

requirement of Section 4 IBC read with notification No. S.O I205 (E) dated 24.3.2020 (Supra) and meets the criteria of Rs.1 crore as per Section 4 of IBC and Application is therefore maintainable in present case.”

11.1.5. Also, in **Mr. Anuj Sharma v. Rustagi Projects Pvt. Ltd., (2023) ibclaw.in 421 NCLAT** it was held that:

“14. The above judgment of “Prashant Agarwal” clearly supports the submission of learned counsel for the Respondent that for calculating the amount for maintainability of the claim, for threshold purpose, both Principal Amount and Interest has to be calculated when the interest is stipulated between the parties.”

11.1.6. In light of the undisputed facts and the settled legal position, this Adjudicating Authority observes that the principal disbursement of ₹1,00,00,000/- (Rupees One Crore Only) independently satisfies the minimum pecuniary threshold of ₹1 Crore enshrined under Section 4 of the Code. Furthermore, the Corporate Debtor’s contention that the interest component cannot be clubbed with the principal to meet this threshold is legally untenable and stands squarely rejected. As clearly enunciated by the Hon'ble NCLAT in the aforementioned judgments, where interest is stipulated between the parties, the total outstanding debt comprises both the principal and the accrued interest and this must be taken into account to determine maintainability. Therefore, the argument raised by the Respondent is devoid of merit, and the present application comfortably meets the statutory threshold.

Issue 3

11.2. **Whether a “Deemed to be Authenticated” NeSL record establishes valid proof of default?**

11.2.1. In a desperate attempt to avoid admission the Corporate Debtor challenges the NeSL Record of Default, arguing that a

"deemed" status arises solely from a lack of response rather than a substantive admission.

11.2.2. To get some clarity we may look at Section 215(4) of the IBC which enjoins the following:

Section 215(4) The corporate debtor or debtor, as the case may be, in respect of whom any information is submitted under this section, shall authenticate the information in such manner and within such period, as may be specified:

Provided that where the corporate debtor or debtor does not respond to the information submitted to the information utility in the manner and period as has been specified, such information shall be deemed to be authenticated.

11.2.3. A bare reading of the section above would make it explicitly clear that if a debtor fails to respond to default intimations within the specified period, the information shall be treated as “Deemed to be Authenticated”.

11.2.4. Thus the “Deemed to be Authenticated” status is a direct statutory consequence of the Corporate Debtor's failure to respond to the Information Utility's notices. The Corporate Debtor cannot leverage its own inaction as a shield. Furthermore, the dishonour of the cheque on 26.12.2025 independently verifies the occurrence of the default.

Conclusion

12. In view of the above discussion, we hold that the Financial Creditor has successfully established the existence of a valid Financial Debt and the occurrence of a default in excess of the prescribed statutory limit. The Corporate Debtor has failed to raise any substantial defence, having clearly admitted to the receipt of the funds. The application is complete in all respects and meets the requisite parameters of the Code and is not barred under laws of limitation.

Order:

13. In view of this, the Petition being C.P. (IB) No. 135/KB/2026 is admitted. The Corporate Insolvency Resolution Process is hereby initiated against the Corporate Debtor, M/s. ShreeSatya Sponge & Power Private Limited.

13.1. As a consequence of this Application being admitted in terms of Section 7 of the I&B Code, moratorium as envisaged under the provisions of Section 14(1) of the Code, shall follow in relation to the Respondent/(CD) as per clauses (a) to (d) of Section 14(1) of the Code. However, during the pendency of the Moratorium period, terms of Section 14(2) to 14(3) of the Code shall come into force.

13.2. Moratorium under Section 14 of the Insolvency & Bankruptcy Code, 2016, prohibits the following, as:

- 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 asset 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 (54 of 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.*

[Explanation.--For the purposes of this sub-section, it is hereby clarified that notwithstanding anything contained in any other law for the time being in force, a license, permit,

registration, quota, concession, clearances or a similar grant or right given by the Central Government, State Government, local authority, sectoral regulator or any other authority constituted under any other law for the time being in force, shall not be suspended or terminated on the grounds of insolvency, subject to the condition that there is no default in payment of current dues arising for the use or continuation of the license, permit, registration, quota, concession, clearances or a similar grant or right during the moratorium period;]

- 13.3. The supply of essential goods or services to the corporate debtor as may be specified shall not be terminated or suspended or interrupted during the moratorium period.
- 13.4. The provisions of sub-section (1) of the Section 14 shall not apply to such transactions as may be notified by the Central Government in consultation with any financial sector regulator.
- 13.5. The Applicant has proposed the name of **Mr. Pratim Bayal**, Address: Central Plaza, 7th Floor, Room no. 708, 2/6 Sarat Bose Road, Kolkata – 700020, Registration No. IBBI/IPA-003/IP-N0213/2018-2019/12385, Email: pratimbayal@gmail.com, as the “IRP”. We have perused that there is a written communication and consent of IRP in Form 2 with Affidavit, annexed to the petition, as per the requirement of Rule 9(l) of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016. There is a declaration made by him that there are no disciplinary proceedings pending against him with the Board or IIIP of ICAI. In addition, necessary disclosures have been made by “**Mr. Pratim Bayal**” as per the requirement of the IBBI Regulations and he satisfies the requirement of the code. Hence, we appoint “**Mr. Pratim Bayal**” as the **Interim Resolution Professional (IRP)** of the Corporate Debtor to carry out the functions as per

the I&B 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 I&B Code.

- 13.6. In pursuance of Section 13(2) of the Code, we direct the IRP to cause a public announcement immediately with regard to the admission of this application under Section 7 of the Code and **call for the submission of claims** under Section 15 of the Code. The public announcement referred to in Clause (b) of sub-section (1) of Section 15 of the Insolvency & Bankruptcy Code, 2016, shall be made immediately. The expression immediately means within three days as clarified by Explanation to Regulation 6 (1) of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016.
- 13.7. During the CIR Process period, the management of affairs of the Corporate Debtor shall vest in the IRP or the RP, as the case may be, in terms of Section 17 of the I&B Code. 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. There shall be no future opportunities in this regard.
- 13.8. The Interim Resolution Professional is also free to take police assistance to take full charge of the Corporate Debtor, its assets and its documents without any delay, and this Court hereby directs the concerned **Police Authorities** and/or the **Officer-in-Charge** of Local Police Station(s) to render all assistance as may be required by the Interim Resolution Professional in this regard.

- 13.9. The IRP or the RP, as the case may be, shall submit to this Adjudicating Authority periodical report with regard to the progress of the CIR Process in respect of the Corporate Debtor.
- 13.10. The Financial Creditors shall be liable to pay to IRP a sum of **Rs. 3,00,000/- (Rupees Three Lakh Only)** as payment of his fees as advance, as per Regulation 33(3) of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, which amount shall be adjusted at the time of final payment. The expenses relating to the CIRP are subject to the approval of the Committee of Creditors (CoC).
- 13.11. In terms of sections 7(5) and 7(7) of the Code, the **Registry of this Adjudicating Authority** is hereby directed to communicate this Order to the Financial Creditor, the Corporate Debtor and the Interim Resolution Professional by Speed Post and through email immediately, and in any case, not later than two days from the date of this Order.
- 13.12. Additionally, the **Registry of this Adjudicating Authority** shall serve a copy of this Order upon the Insolvency and Bankruptcy Board of India (IBBI) for their record and also upon the Registrar of Companies (RoC), to whom the company is registered with, 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.
- 13.13. The Resolution Professional shall conduct CIRP in a time-bound manner as per Regulation 40A of IBBI (Insolvency Resolution Process for Corporate Persons) Regulation, 2016.
- 13.14. The IRP/RP shall be liable to submit the periodical report, including the minutes of the CoC of the Corporate Debtor, with regard to the progress of the CIR Process in respect of the Corporate Debtor to this Adjudicating Authority from time to time.

- 13.15. The order of moratorium shall cease to have effect as per Section 14(4) of the I&B Code.
14. Certified copies of the order, if applied for with the Registry of this Adjudicating Authority, be supplied to the parties upon compliance with all requisite formalities.
15. Post the Company Petition on 28th October 2026 for filing the Periodical Progress Report by the IRP as appointed herein.

Rekha Kantilal Shah

Smt. Bidisha Banerjee

Member (Technical)

Member (Judicial)

Order signed on 23.09.2026

RKM(LRA)