



**IN THE NATIONAL COMPANY LAW TRIBUNAL
COURT-V NEW DELHI BENCH**

COMPANY PETITION IB (IBC) NO. 200/ND/2025

A petition under section 7 of the Insolvency and Bankruptcy Code, 2016 read with Rule 4 of the Insolvency & Bankruptcy (Application to Adjudicating Authority) Rules, 2016.

IN THE MATTER OF:

BANK OF INDIA

HEAD OFFICE AT: STAR HOUSE, PLOT NO. C-5, G- BLOCK,
BANDRA-KURLA COMPLEX, BANDRA (E), MUMBAI 400051

...APPLICANT/FINANCIAL CREDITOR

Versus

TDT COPPER LIMITED

REGISTERED OFFICE AT: TOLSTOY HOUSE, 512-512A,
TOLSTOY MARG, CONNAUGHT PLACE,
NEW DELHI- 110001

...RESPONDENT/CORPORATE DEBTOR

Order Delivered on: 16.10.2025

CORAM:

SHRI MAHENDRA KHANDELWAL
HON'BLE MEMBER (JUDICIAL)

MS. ANU JAGMOHAN SINGH
HON'BLE MEMBER (TECHNICAL)

APPEARANCES:

For the Applicant:

Mr. Karan Gandhi, Mr. Sikhar Tiwari, Ms.
Vidhika Kapoor, Ms. Riya Jain, Advs.

For the Respondent:

ORDER

1. This is a Company Application filed under section 7 of the Insolvency and Bankruptcy Code, 2016 (for brevity "the Code") read with rule 4 of the Insolvency



and Bankruptcy (Application to Adjudicating Authority) Rules, 2016, by Bank of India (hereinafter referred to as 'Financial Creditor'), through its Authorised Representative Mr. Manoj Kumar Gupta, seeking to initiate Corporate Insolvency Resolution Process ("CIRP") against TDT Copper Limited ("Corporate Debtor"). The Financial Creditor was incorporated on 07.09.1906.

2. The Corporate Debtor was incorporated on 17.11.1993 under the Companies Act, 1956. Its registered office is at Tolstoy House, 512-512A, Tolstoy Marg, Connaught Place, New Delhi- 110001. Therefore, this Bench has jurisdiction to deal with this petition. The Authorized Share Capital of the Corporate Debtor is Rs. 82,00,00,000/- .The Paid-Up Capital of the Corporate Debtor is Rs. 81,85,24,000/-.
3. The present application was filed on 19.03.2025 before this Adjudicating Authority on the ground that the Corporate Debtor has defaulted to make a payment of a sum of Rs. 1,53,98,15,208.59/- (Rupees One Fifty Three Crores Ninety Eight Lakhs Fifteen Thousand Two Hundred Eight Only) as on alleged date of default i.e. 25.01.2019.

Submissions of Learned Counsel appearing for the Applicant are as under: -

4. The details of transactions leading to the filing of this petition as averred by the Financial Creditor is as follows:
 - a) Upon request of the Corporate Debtor, the Applicant sanctioned Working Capital Limit of Rs. 40 Crores vide sanction letter dated 07.06.2010. In or around year 2011, the lenders of the Corporate Debtor formed a consortium of lenders and a Working Capital Consortium Agreement dated 25.01.2011 was executed. The Applicant reviewed the existing facilities with additional limits through its letter dated 31.10.2011 in favor of the Corporate Debtor wherein sanctioned limits were increased to Rs. 62.00 Crores. The Applicant reviewed the existing facilities with additional limits through its letter dated 08.05.2013 in favor of the Corporate Debtor wherein sanctioned limits were increased to Rs. 81 Crores.
 - b) Corporate Debtor executed Working Capital Consortium Agreement with the Lenders including the Applicant. That the Lead Bank under this Working Capital Consortium Agreement dated 12.10.2013 was Dena Bank (Now Bank of Baroda).



- c) The Corporate Debtor requested the Applicant for sanction of the adhoc limit for LoU/Buyers Credit pursuant to which the Applicant vide its letter dated 20.11.2013 sanctioned the adhoc credit facility of Rs. 10 Crores for a period of 120 days. Vide sanction letter dated 08.02.2018, Applicant upon request of the Corporate Debtor further reviewed credit facilities.
- d) The Corporate Debtor availed working capital limits from the Applicant from time to time. Accordingly, the utilization of sanctioned amounts was made by the Corporate Debtor from time to time after the sanctions. Also, the above said limits were secured by the Personal Guarantee of Shri Avinash Ladha and Shri Laxman Das Ladha and two Corporate Guarantors M/s Madura Spinning and Manufacturing Limited & M/s Sivog Marketing Private Limited.
- e) The limits were overdrawn on 25.01.2019 which is the date of default. The Corporate Debtor thereafter failed to maintain the financial discipline and repay the sums advanced due to which the account of the Corporate Debtor was classified as Non-Performing Asset on 30.04.2019. Applicant issued notice under Section 13(2) of SARFAESI Act, 2002 upon the Corporate Debtor on 12.02.2020.
- f) The Applicant also preferred OA No. 133/2021 before the Debts Recovery Tribunal-II which is pending adjudication. The Corporate Debtor had secured the property being industrial land bearing number 179-186, admeasuring approximately 48260.80 sq. m. located at Growth centre, Bawal, district Revari on NH-8 which was sold under the provisions of SARFAESI Act, 2002 through an auction by the Lead Bank on behalf of other Lenders (to which such security was given/available including the Applicant) on 16.01.2024 for an amount of Rs. 61.01 crores. The amounts received were thus distributed amongst the Lenders (including the Applicant). The amounts claimed in this Application duly consider the amounts realised.
- g) The total outstanding Debt owed by the Corporate Debtor to the Applicant as on 15.02.2025 is Rs. 153,98,15,208.59 including uncharged and penal interest. The Corporate Debtor had been acknowledging the debts availed in its financial statements from 2019-2020 and 2020-2021 and has also submitted latest OTS proposal on 23.01.2024. That the said OTS request was duly considered in the Joint Lenders Meeting held on 25.01.2024 and the Lenders (including the Applicant) issued a letter of rejection of OTS request on 29.01.2024. Copy of the



OTS request letter of the Corporate Debtor dated 23.01.2024, minutes of meeting of Joint Lenders Meeting held on 25.01.2024 along with the letter dated 29.01.2024 for rejection of OTS request of the Corporate Debtor is placed on record as ANNEXURE 5.

Declaration of Corporate Debtor as ex-parte

5. This Adjudicating Authority vide its order dated 01.04.2025 directed the Applicant to issue notice to the Respondent by all means and in light of the same the Financial Creditor had served the Respondent through email and speed post and filed the proof of service vide affidavit dated 05.05.2025. Ld. Counsel on behalf of the Financial Creditor appeared before us on 09.05.2025 and submitted that in terms of order dated 01.04.2025, they have tried to serve the Respondents, however, could not serve them effectively and sought liberty to serve the Respondents through substituted mode of service. This Adjudicating Authority vide its order dated 09.05.2025 directed the Applicant to issue notice to the Respondent through publication and in light of the same, the Financial Creditor had served the Respondent through publication and filed the proof of publication vide affidavit dated 21.06.2025. Despite communications to the Corporate Debtor by the Financial Creditor, none appeared on behalf of Corporate Debtor on 07.07.2025, 14.08.2025 and 02.09.2025. Therefore, vide order dated 02.09.2025 the Corporate Debtor was set as ex-parte.

Analysis and Findings

6. We have heard the Learned Counsels for the Financial Creditor and perused the averments made in the petition. Since the registered office of the Corporate Debtor is in Delhi, this Tribunal which has territorial jurisdiction over the Union Territory of Delhi, is the Adjudicating Authority in relation to the prayer for initiation of Corporate Insolvency Resolution Process in respect of the respondent Corporate Debtor under Section 7 of the Code.
7. In order to affirm that this petition falls within the ambit of Section 7, we need to see whether there is a “financial debt” owed to the Financial Creditor and, if so whether there is a “default” with respect to such debt.



In the instant application, the Financial Creditor sanctioned Working Capital Limit of Rs. 40 Crores vide sanction letter dated 07.06.2010. In 2011, the lenders of the Corporate Debtor formed a consortium of lenders and a Working Capital Consortium Agreement dated 25.01.2011 was executed. It is noted that the Corporate Debtor availed working capital limits from the Applicant from time to time. It is noted that Sanction Letter Dated 07.06.2010, 21.01.2011, 31.10.2011, 08.05.2013, 20.10.2013 and 08.02.2018 is placed on record as Annexure-9, 10, 11, 12, 14 and 15. On perusal of the aforesaid sanction letters and Financial Statements of the Corporate Debtor, it is evident that the debt was provided by the Applicant to the Respondent.

9. The Corporate Debtor's limits were overdrawn on 25.01.2019 and the account of the Corporate Debtor was declared as NPA on 30.04.2019. Thereafter, on 12.02.2020 the Financial Creditor issued notice under Section 13(2) of SARFAESI Act, 2002 calling upon the Corporate Debtor to pay sum of Rs. 77,30,90,830/-.
10. The date of default in the instant case is stated to be 25.01.2019. The account of Corporate Debtor was declared as NPA on 30.04.2019. The Financial Creditor has filed the financial statements of the Corporate Debtor for the years 2019-2020 and 2020-2021 which reflects the said loans availed by the Corporate Debtor. It is a settled law that entries in the Financial Statements are treated as acknowledgment of debt. Subsequently, the Corporate Debtor has submitted the OTS proposal on 23.01.2024 which is placed on record as Annexure-5. Since, there is acknowledgment of debt by the Corporate Debtor in the OTS proposal, for the purpose of limitation, fresh cause of action begins. Therefore, we observe that the present petition is filed within the period of limitation.
11. The Hon'ble Supreme Court in the judgement of "**Innoventive Industries Limited v. ICICI Bank and Another**" held that once NCLT is satisfied that the default has occurred, there is hardly a discretion left with NCLT to refuse admission of the Application under Section 7 of I & B Code, 2016. The relevant extract of the said judgment is reproduced hereunder as:

30. On the other hand, as we have seen, in the case of a corporate debtor who commits a default of a financial debt, the adjudicating authority has merely to



see the records of the information utility or other evidence produced by the financial creditor to satisfy itself that a default has occurred. It is of no matter that the debt is disputed so long as the debt is “due” i.e. payable unless interdicted by some law or has not yet become due in the sense that it is payable at some future date. It is only when this is proved to the satisfaction of the adjudicating authority that the adjudicating authority may reject an application and not otherwise.

12. The present petition made by the Financial Creditor is complete in all respects as required by law. The Petition established that the Corporate Debtor is in default of a debt due and payable and that the default is more than the minimum amount stipulated under Section 4(1) of the Code, stipulated at the relevant point of time. We are of the view that since this Petition was filed on 19.03.2025, and even admittedly the debt owed to the Financial Creditor is an amount of Rs. 1,53,98,15,208.59/- (Rupees One Fifty Three Crores Ninety Eight Lakhs Fifteen Thousand Two Hundred Eight Only) which meets the threshold of Rs. One Crore.
13. In the light of the above facts and circumstances, and in terms of Section 7(5) (a) of the Code, the instant petition **COMPANY PETITION IB (IBC)/200 (ND) 2025** filed by Bank of India, the Financial Creditor, under Section 7 of the Code read with Rule 4(1) of the Insolvency & Bankruptcy (Application to Adjudicating Authority) Rules, 2016 for initiating CIRP against M/s TDT Copper Limited, the Corporate Debtor, stands **admitted** and CIRP of M/s TDT Copper Limited is initiated.
14. That the petitioner in part-III of the petition has proposed the name of Mr. Shailesh Chandra Ojha, as Interim Resolution Professional, having Registration Number IBBI/IPA-001/IP-P-02859/2023-2024/14382 and E-mail ID ipscojha@gmail.com, is hereby appointed as an Interim Resolution Professional (IRP) for Corporate Debtor. The consent of the proposed interim resolution professional in Form-2 is taken on record. The proposed Interim Resolution Professional is directed to give his written consent in Form 2 as required under rule 9(1) of the Insolvency and Bankruptcy [Application to Adjudicating Authority] Rules, 2016 along with a copy of registration certificate as well as a valid AFA within 5 days of receipt of this order.



We also declare moratorium in terms of Section 14 of the Code. The necessary consequences of imposing the moratorium flows from the provisions of Section 14 (1) (a), (b), (c) & (d) of the Code. Thus, the following prohibitions are imposed:

- (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 the possession of the corporate debtor.*
- (e) The IB Code 2016 also prohibits Suspension or termination of any 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, 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, concessions, clearances or a similar grant or right during the moratorium period.*

16. It is made clear that the provisions of moratorium shall not apply to transactions which might be notified by the Central Government and the supply of the essential goods or services to the Corporate Debtor as may be specified, are not to be terminated or suspended or interrupted during the moratorium period. In addition, as per the Insolvency and Bankruptcy Code (Amendment) Act, 2018 which has come into force w.e.f. 06.06.2018, the provisions of moratorium shall not apply to the surety in a contract of guarantee to the corporate debtor in terms of Section 14 (3) (b) of the Code.



In pursuance of Section 13 (2) of the Code, we direct that public announcement shall be made by the Interim Resolution Professional immediately (within 3 days) as prescribed by Explanation to Regulation 6(1) of the IBBI Regulations, 2016) with regard to admission of this application under Section 7 of the Insolvency & Bankruptcy Code, 2016.

18. We direct the applicant Financial Creditor to deposit a sum of Rs. 2 Lakhs (Two Lakh Rupees) with the Interim Resolution Professional namely Mr. Shailesh Chandra Ojha to meet out the expenses to perform the initial functions assigned to him in accordance with Regulation 6 of Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Person) Regulations, 2016. The needful shall be done within three days from the date of receipt of this order by the Financial Creditor. The said amount, however, is subject to adjustment towards Resolution Process cost as per applicable rules.
19. The Interim Resolution Professional shall perform all his functions as contemplated, inter-alia, by Sections 15, 17, 18, 19, 20 & 21 of the Code and transact proceedings with utmost dedication, honesty and strictly in accordance with the provisions of the Code, Rules and Regulations.
20. It is further made clear that all the personnel connected with the Corporate Debtor, its promoters or any other person associated with the Management of the Corporate Debtor are under legal obligation under Section 19 of the Code to extend every assistance and cooperation to the Interim Resolution Professional as may be required by him in managing the day-to-day affairs of the 'Corporate Debtor'. In case there is any violation committed by the ex- management or any tainted/illegal transaction by ex-directors or anyone else, the Interim Resolution Professional would be at liberty to make appropriate application to this Adjudicating Authority with a prayer for passing appropriate orders.
21. The Interim Resolution Professional shall be under duty to protect and preserve the value of the property of the 'Corporate Debtor' as a part of his obligation imposed by Section 20 of the Code and perform all his functions strictly in accordance with the provisions of the Code, Rules and Regulations.



A copy of the order shall be communicated to the applicant, Corporate Debtor and IRP above named, by the Registry. In addition, a copy of the order shall also be forwarded to IBBI for its records. Applicant is also directed to provide a copy of the complete paper book to the IRP. A copy of this order is also sent to the ROC for updating the Master Data. ROC shall send compliance report to the Registrar, NCLT.

23. Accordingly, the instant application filed under Section 7 of the Code, 2016 bearing **CP IB/200 (ND)/2025 stands admitted.**

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

Sd/-
(ANU JAGMOHAN SINGH)
MEMBER (TECHNICAL)

Sd/-
(MAHENDRA KHANDELWAL)
MEMBER (JUDICIAL)