

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

**IB-1009/(ND)/2020**

Section: Under Section 9 of the Insolvency and Bankruptcy Code, 2016 and Rule 6 of the Insolvency and Bankruptcy (Application to Adjudicating Authority), Rules, 2016.

**In the matter of:**

**M/s Supreme Packaging Industries**

A Partnership Firm, through its partner, Mr. Shariq

Registered office at:

Khasra No. 55, Village-Sadullapur

Gajraula, Amroha, Uttar Pradesh -244235

Email: supremepackagingind@gmail.com

...Applicant/Operational Creditor

**Versus**

**M/s Al. Tabarak Frozen Foods Private Limited**

(CIN No.: U15118DL2004PTC124977)

A Private Limited Company having its

Registered Office at:

F-223A, Ground Floor,

Mangal Bazar, Laxmi Nagar,

Delhi-110092

Office At:

Mullapara Bhujpura

Mathura By Pass Road

Aligarh, Uttar Pradesh-202001

Email: altabarakfrozen@gmail.com

...Corporate Debtor

IB-1009/ND/2020

M/s Supreme Packaging Industries vs. M/s Al-Tabarak Frozen Foods Private Limited



**Coram:**

**SHRI. P.S.N. PRASAD, Hon'ble Member (Judicial)**  
**SHRI. K.K. VOHRA, Hon'ble Member (Technical)**

**Counsel for Applicant:** Ms. Namrata Ranga, Advocate  
**Counsel for Respondent:** None

**ORDER**

**Per P.S.N. PRASAD, MEMBER (JUDICIAL)**

**Date: 17.09.2021**

1. This is an application filed by the Applicant M/s Supreme Packaging Industries, A Partnership Firm through its partner Mr. Shariq seeking to initiate corporate insolvency resolution process ("CIRP") under Section 9 of the Insolvency and Bankruptcy Code 2016 ("the Code") of the Respondent M/s Al-Tabarak Frozen Foods Private Limited for the alleged default on the part of the Respondent in clearing the debt of Rs. 20,71,472.14/- (Rupees Twenty Lakh Seventy One Thousand Four Hundred and Seventy Two and Fourteen Paise only), as alleged by the applicant, towards the services provided by the Applicant. The details of transactions leading to the filing of this application as averred by the Applicant are as follows:



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- i. The applicant submits that in and round May 2018, the Corporate debtor had approached the operational creditor for purchasing plastic packaging materials, LD Bags, LD sheet, Printed sheets, shrink bags, red slips, straping rolls, gauge shrink bag, HM sheets, Khararat Karbala slice, Khararat Karbala red slip, tape etc. for packing of its product and after examining the quality of goods to the Corporate debtor's satisfaction and requirements, the Corporate debtor had raised a purchase order. It was further agreed by the Corporate Debtor that any delay in payments after the grace period shall attract the penal interest @ 18% per annum and thereafter from time to time the applicant supplied and delivered the agreed material at Aligarh to the Respondent as per the arrangement between the Respondent and the applicant. The Applicant further states that no complaint has been raised by the Corporate Debtor with regard to the time bond service of the Operational Creditor and

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also quality of goods so procured from the operational creditor.

- ii. The applicant states that the operational creditor at the time of delivery, had forthwith raised the invoices as under:

<b>S. No.</b>	<b>Invoice No.</b>	<b>Invoice Date</b>	<b>Amount</b>
1.	70	11.05.2018	3,08,935.80
2.	84	18.05.2018	5,25,690.00
3.	91	22.05.2018	8,281.24
4.	106	28.05.2018	2,26,241.40
5.	122	05.06.2018	5,47,081.00
		<b>Total</b>	<b>16,16,292.44</b>

- iii. The applicant submits that as the payments of the invoices raised in May 2018 had already crossed the deadline of 30 days as provided and agreed in invoices, the Operational Creditor had started following up with the office of the Corporate Debtor for the clearance of dues. However, the Corporate



Debtor gave false assurance to the Operational creditor of clearing it.

- iv. That the Respondent failed to pay the Invoices amounting to Rs. 16,16,292.44/- and despite repeated demands by the applicant the Respondent failed to pay the dues.
- v. That applicant submits that a statutory Demand notice under section 8 of IBC, 2016 vide dated 13.02.2020 was delivered to the Respondent. It was further submitted by the applicant that no reply or payment of any dues has been received till date.
- vi. That the total amount of debt is Rs. 20,71,472.14/- (Rupees Twenty Lac Seventy One Thousand Four Hundred and Seventy Two and Fourteen paisa Only) being Rs. 16,16,229.44/- as principal amount and Rs. 4,55,242.70/- as interest amount till 16.01.2020.

2. Consequent to the notice issued by this Tribunal, no one has appeared on behalf of the Respondent and as a result the Respondent was declared ex-parte on 02.08.2021.

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3. The Respondent was absent even on the hearing on 04.12.2020 and we heard the arguments made by the Applicant. We have heard the arguments made by the counsel for the Applicant and perused the documents filed by him. The Applicant has established the existence of debt and default on the part of the Respondent and the Respondent has not availed the opportunities provided by this Tribunal to defend the arguments made by the Applicant. In view of the above situation, this Tribunal **admits** this petition and **initiates CIRP** on the Respondent with immediate effect.

1. A moratorium in terms of Section 14 of the Code is imposed forthwith in following terms:

“(a) the institution of suits or continuation of pending suits or proceedings against the Respondent 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 Respondent any of its

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assets or any legal right or beneficial interest therein;

(c) any action to foreclose, recover or enforce any security interest created by the Respondent 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 Respondent.


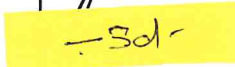
(2) The supply of essential goods or services to the Respondent as may be specified shall not be terminated or suspended or interrupted during moratorium period.

(3) The provisions of sub-section (1) shall not apply to such transactions as may be notified by the Central Government in consultation with any financial sector regulator.

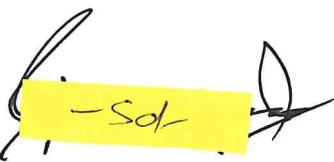

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(4) The order of moratorium shall have effect from the date of such order till the completion of the corporate insolvency resolution process.”

5. The interim resolution professional (“IRP”) proposed by the Applicant is Mr. Vijay Kumar, (Email – [vk\\_hv@yahoo.co.in](mailto:vk_hv@yahoo.co.in)), (Mobile No.- 9871110861) Reg. No: IBBI/IPA-002/IP-N00652/2018-2019/12020 is being confirmed by this Bench. He shall take such other and further steps as are required under the statute, more specifically in terms of Section 15, 17 and 18 of the Code and file his report within 30 days before this Bench.

**(K.K. VOHRA)**  
**MEMBER (TECHNICAL)**

**(SH. P.S.N. PRASAD)**  
**MEMBER (JUDICIAL)**