



NATIONAL COMPANY LAW TRIBUNAL
NEW DELHI BENCH (COURT-II)

IN

IA-1791/ND/2026

IN

CP (IB) No. 73/(ND)/2026

IN THE MATTER OF CP NO. 73/(ND)/2026:

(Under Section: 7 of IBC, 2016)

Axis Bank Limited

... Petitioners

Versus

Ridley Life Science Pvt. Ltd.

... Respondent

IN THE MATTER OF IA-1791/ND/2026

(Under Rule 11 of NCLT Rules, 2016)

Ridley Life Science Pvt. Ltd.

D-1651, DSIDC Industrial Complex Narela,
Delhi, India, 110040

... Petitioner

Versus

Axis Bank Limited

Trishul Yd Floor, Opp Samartheshwar Temple
Law Garden Ellisbridge,
Ahmedabad, Gujarat, India, 380006

... Respondent

Order Delivered on: 27.05.2026

CORAM:

SH. ASHOK KUMAR BHARDWAJ, HON'BLE MEMBER (J)

SH. ATUL CHATURVEDI, HON'BLE MEMBER (T)

PRESENT:

For the Applicant : Adv. Ashish K. Singh, Adv. Palak Tyagi

For the Respondent : Adv. Anshuman Sharma, Adv. Kartikey Kumar



ORDER

PER : SHRI ASHOK KUMAR BHARDWAJ, MEMBER (J)

Present petition has been preferred by Axis Bank Limited (hereinafter referred to as Applicant), initiating CIRP qua Ridley Life Science Pvt. Ltd. (hereinafter referred to as Corporate Debtor). The financial facilities extended by Applicant to Corporate Debtor as also the date of default are mentioned in Part-IV of the application which reads thus:

PART - IV		
PARTICULARS OF FINANCIAL DEBT		
1.	TOTAL AMOUNT OF DEBT GRANTED AND DATE(S) OF DISBURSEMENT	<p>The Financial Creditor has granted a total sum of INR 17,04,00,000/- [Indian Rupees Seventeen Crore Four Lakh Only] [“Entire Loan Amount”] to the Corporate Debtor.</p> <p>The details of the transactions pursuant to which the said amounts were disbursed are as follows:</p> <p>A. Facility I:</p> <p>a. On 25.08.2020, based upon the representations and warranties extended by the Corporate Debtor, the Financial Creditor <i>vide</i> Sanction Letter bearing no. AxisB/MEG/Delhi/2020-21/72 [“Sanction Letter No. 1”], sanctioned credit facilities amounting to INR 14,36,00,000/- [Indian Rupees Fourteen Crore Thirty Six Lakh Only]. That the said facilities</p> <p>comprised of a Term Loan of INR 55,00,000/- [Indian Rupees Fifty Five Lakhs Only] [“Term Loan-I”] and another Term Loan of INR 1,31,00,000/- [Indian Rupees One Crore Thirty One Lakh Only] [“Term Loan-II”]. The Financial Creditor also sanctioned a Cash Credit of INR 7,50,00,000/- [Indian Rupees Seven Crore Fifty Lakhs Only] [“Cash Credit”], which could</p>



		<p>comprised of a Term Loan of INR 55,00,000/- [Indian Rupees Fifty Five Lakhs Only] ["Term Loan-I"] and another Term Loan of INR 1,31,00,000/- [Indian Rupees One Crore Thirty One Lakh Only] ["Term Loan-II"]. The Financial Creditor also sanctioned a Cash Credit of INR 7,50,00,000/- [Indian Rupees Seven Crore Fifty Lakhs Only] ["Cash Credit"], which could also be used by the Corporate Debtor as Export Credit. Similarly, the Financial Creditor also sanctioned a Letter of Credit of INR 5,00,00,000/- [Indian Rupees Five Crore Only] ["Letter of Credit"], which could also be used by the Corporate Debtor as Bank Guarantee. That the aforementioned credit facilities were availed by the Corporate Debtor to meet its working capital requirements. Copy of the Sanction Letter bearing no. AxisB/MEG/Delhi/2020-21/72 is annexed herewith as Annexure – A4.</p>
		<p>b. In furtherance of the terms of the Sanction Letter bearing no. AxisB/MEG/Delhi/2020-21/72 dated 25.08.2020, the Corporate Debtor and the Financial Creditor executed a Loan Agreement towards disbursement of Term Loan-I facility on 28.08.2020. The Corporate Debtor and the Financial Creditor also executed a Loan Agreement towards disbursement of Term Loan-II facility on 28.08.2020. The Corporate Debtor and the Financial Creditor also executed another Loan Agreement dated 28.08.2020 towards disbursement of Cash Credit and Letter of Credit Facility. Copy of the Loan Agreement (Term Loan</p>



		<p>I) dated 28.08.2020 is annexed herewith as Annexure – A5. Copy of the Loan Agreement (Term Loan II) dated 28.08.2020 is annexed herewith as Annexure – A5(A). Copy of the Loan Agreement dated 28.08.2020 (Cash Credit and</p>
		<p>Letter of Credit) is annexed herewith as Annexure – A5(B).</p> <p>B. Facility II</p> <p>a. On 23.10.2020, upon the specific request of the Corporate Debtor, the Financial Creditor sanctioned additional credit facility under the Emergency Credit Line Guarantee Scheme amounting to INR 1,19,00,000/- [Indian Rupees One Crore Nineteen Lakh Only] [“ECLGS-I”] vide Sanction Letter bearing no. AXISB/MEG/Delhi/2020-21/188 [“Sanction Letter No. 2”], to meet the liquidity mismatch arising due to Covid-19. Copy of Sanction Letter bearing no. AXISB/MEG/Delhi/2020-21/188 is annexed herewith as Annexure – A6.</p> <p>b. In terms of the Sanction Letter bearing no. AXISB/MEG/Delhi/2020-21/188 dated 23.10.2020, the Financial Creditor and Corporate Debtor executed a Link</p>
		<p>Document cum Amendment Agreement towards disbursement of ECLGS-I facility on 28.10.2020. Copy of the Link Document cum Amendment Agreement dated 28.10.2020 is annexed herewith as Annexure – A7.</p> <p>C. Facility III</p> <p>a. On 28.10.2021, upon the specific request of the Corporate Debtor, the Financial Creditor sanctioned additional credit facility under the Emergency Credit Line Guarantee Scheme amounting to INR 1,39,00,000/- [Indian Rupees One Crore Nineteen</p>



		<p>Lakh Only] ["ECLGS-II"] vide Sanction Letter bearing no. AxisB/MEG/Delhi/2021-22/247, to meet the liquidity mismatch arising due to Covid-19. Copy of the Sanction Letter bearing no. AxisB/MEG/Delhi/2021-22/247 is annexed herewith as Annexure – A8.</p>
		<p>b. On 01.11.2021, in terms of the Sanction Letter bearing no. AxisB/MEG/Delhi/2021-22/247 dated 28.10.2020, the Financial Creditor and Corporate Debtor executed a Link Document cum Amendment Agreement towards disbursement of ECLGS-II facility. Copy of the Link Document cum Amendment Agreement dated 01.11.2021 is annexed herewith as Annexure – A9.</p> <p>D. Facility IV</p> <p>a. On 30.08.2022, the Financial Creditor sanctioned a Bank Guarantee of INR 10,00,000/- [Indian Rupees Ten Lakhs Only] to the Corporate Debtor vide Sanction Letter bearing no. AXISB/MEG/Delhi/2022-23/195 dated 30.08.2022. Copy of the Sanction Letter bearing no. AXISB/MEG/Delhi/2022-23/195 dated 30.08.2022 is annexed herewith as Annexure – A10.</p> <p>E. Subsequent modifications</p>
		<p>a. On 30.11.2021, upon specific request of the Corporate Debtor, the Financial Creditor modified the credit limit of the existing facilities, including Term Loan-I, Term Loan-II, Cash Credit, Letter of Credit, ECLGS-I and ECLGS-II, to INR 16,39,00,000/- [Indian Rupees</p>



		<p>Sixteen Crore Thirty Nine Lakh Only] vide Sanction Letter bearing no. AxisB/MEG/Delhi/2021-22/286 dated 30.11.2021. Copy of the Sanction Letter bearing no. AxisB/MEG/Delhi/2021-22/286 dated 30.11.2021 is annexed herewith as Annexure – A11.</p> <p>b. On 08.01.2024, upon specific request of the Corporate Debtor, the Financial Creditor modified the credit limit of the existing facilities, including Term Loan I, Cash Credit, Bank Guarantee, ECLGS-I and ECLGS-II to INR 12,50,00,000/- [Indian Rupees Twelve Crore Fifty Lakhs Only] vide Sanction Letter bearing no. AxisB/MEG/Delhi/2023-</p>
		<p>24/298. Copy of the Sanction Letter bearing no. AxisB/MEG/Delhi/2023-24/298 is annexed herewith as Annexure – A12.</p> <p><i>Term Loan II and ECLGS II are collectively known as "Term Loan".</i></p>
2.	<p>AMOUNT CLAIMED TO BE IN DEFAULT AND THE DATE ON WHICH THE DEFAULT OCCURRED (ATTACH THE WORKINGS FOR COMPUTATION OF AMOUNT AND DAYS OF DEFAULT IN TABULAR FORM)</p>	<p>The total amount claimed to be in default is INR 10,35,66,457.32/- [Indian Rupees Ten Crore Thirty Five Lakh Sixty Six Thousand Four Hundred Fifty Seven and Thirty Two Paise] outstanding as on 31.12.2025.</p> <p>The date of default, as detailed hereinafter, is 18.02.2025, when the account was classified as NPA.</p> <p>The detailed working of the amounts claimed to be in default as on 31.12.2025 is annexed herewith as Annexure – A13.</p> <p>A. Notices issued on the Corporate Debtor regarding its repeated</p>



		<p>defaults in repayment of the debts due:</p> <p>In view of the defaults committed by the Corporate Debtor in making payments, the Financial Creditor was constrained to issue the following notices:</p> <p>a. That on 01.08.2024, the Corporate Debtor, through its Guarantors and Directors, issued a letter to the Financial Creditor, duly acknowledging the outstanding debt amount as INR 8,35,89,412.05/- [Indian Rupees Eight Crore Thirty Five Lakh Eighty Nine Thousand Four Hundred Twelve and Five Paise Only]. Copy of the letter dated 01.08.2024 is annexed herewith as Annexure - A14.</p> <p>b. Due to persistent defaults by the Corporate Debtor during 2024, several Early Warning Signals ["EWS"] were triggered in the Corporate</p>
		<p>Debtor's account, including large unexplained variations in stock statements, irregular turnover, and adverse information from market sources. That thereafter, in accordance with the Master Directions, the Financial Creditor was constrained to classify the account as a Red Flagged Account ["RFA"]. That after a detailed forensic audit, a Show Cause Notice dated 21.01.2025 ["Show Cause Notice"] was issued by the Financial Creditor to the Corporate Debtor and the account was classified as fraud, in accordance with RBI guidelines, in February 2025. Copy of the Show</p>



		<p>Cause Notice dated 21.01.2025 is annexed herewith as Annexure – A15.</p> <p>c. That on 18.02.2025, due to consistent defaults, the Corporate Debtor's Loan Accounts, including the Cash Credit, Bank Guarantee, Term Loan-II and ECLGS-II, were declared as a Non-Performing Asset ("NPA"), in accordance with the prescribed RBI guidelines. Copy of the NPA Certificate dated 08.01.2026 is annexed herewith as Annexure – A15(A).</p> <p>d. Thereafter, due to the continuous financial default by the Corporate Debtor, the Financial Creditor was constrained to issue a Loan Recall cum Guarantee Invocation Notice dated 09.04.2025 to the Corporate Debtor, recalling the entire loan facility and calling upon the Corporate Debtor to clear the outstanding dues amounting to INR 9,72,60,403/- [Indian Rupees Nine Crore Seventy Two Lakhs Sixty Thousand Four Hundred and Three Only] as on 28.02.2025 within 10 days. Copy of the Loan Recall cum Guarantee Invocation Notice dated 09.04.2025 is annexed herewith as Annexure – A16.</p> <p>e. Thereafter on 27.05.2025, the Financial Creditor issued a Notice under Section 13(2) of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 ["SARFAESI Act"], calling</p>



		<p>upon the Corporate Debtor to make payment of the entire outstanding dues amounting to INR 9,51,33,117.34/- [Indian Rupees Nine Crore Fifty One Lakh Thirty Three thousand One Hundred Seventeen and Thirty Four Paise Only] as on 30.04.2025 within 60 days. However, the Corporate Debtor miserably failed to make any payment towards the said outstanding dues. Copy of Notice under Section 13(2) of the SARFAESI Act, 2002 dated</p>
		<p>27.05.2025 is annexed herewith as Annexure – A17.</p> <p>f. The Corporate Debtor responded to the Financial Creditor's Notice under Section 13(2) of the SARFAESI Act on 10.06.2025. Copy of the Corporate Debtor reply dated 10.06.2025 to the Financial Creditor's Notice under Section 13(2) of the SARFAESI Act is annexed herewith as Annexure – A18.</p> <p>g. The Financial Creditor issued a rejoinder to the Corporate Debtor's reply to the Notice under Section 13(2) of SARFAESI Act, 2002 on 05.07.2025. However, the Corporate Debtor still failed to make payment of the outstanding dues. Copy of the Financial Creditor's Rejoinder dated 05.07.2025 is annexed</p>
		<p>herewith as Annexure – A19.</p> <p>h. Thereafter, in August 2025, the Corporate Debtor filed a Writ Petition bearing no. W.P.(C) 11881/2025 before the Hon'ble High Court of</p>



		<p>Delhi, challenging the Financial Creditor's fraud classification order dated 14.02.2025. That the writ petition is pending adjudication.</p> <p>That during the pendency of the Writ Petition, the Corporate Debtor made several written offers to settle the outstanding dues at a discounted sum, thereby admitting their financial liability qua the Financial Creditor. However, the Corporate Debtor miserably failed to act on these settlement offers and repay its outstanding dues.</p> <p>i. On 07.08.2025, the Corporate Debtor issued a letter to the Financial</p>
		<p>Creditor, giving a settlement proposal, wherein the Financial Creditor duly acknowledged the outstanding debt of ECLGS Loan amounting to INR 83,00,000/- [Indian Rupees Eighty Three Lakh Only], outstanding Cash Credit amounting to INR 6,30,00,000/- [Indian Rupees Six Crore Thirty Lakh Only] and the outstanding Bank Guarantee. Copy of the letter dated 07.08.2025 is annexed herewith as Annexure – A20.</p> <p>j. On 10.11.2025, the Corporate Debtor addressed an email to the Financial Creditor, duly acknowledging the outstanding debt amount as INR 6,28,12,147.27/- [Indian Rupees Six Crore Twenty Eight Lakh Twelve Thousand One Hundred Forty Seven and Twenty Seven Paise Only]. That</p>



		<p>despite admitting its debt liability numerous times, the Financial Creditor failed to repay the outstanding loan amounts. Copy of the email dated 10.11.2025 is annexed herewith as Annexure – A21.</p> <p>Thus, the Corporate Debtor had initially committed a default on 01.09.2021, however, the Corporate Debtor's loan accounts and repayment obligations were modified by the Financial Creditor vide Sanction Letters dated 30.11.2021, 28.03.2023 and 08.01.2024. Subsequently, the Corporate Debtor defaulted upon the repayment obligations again, following which, the Corporate Debtor's loan accounts were classified as Non-Performing Asset on 18.02.2025.</p> <p>As such, a total amount of INR 10,35,66,457.32/- [Indian Rupees Ten Crore Thirty Five Lakh Sixty Six Thousand Four Hundred Fifty Seven and Thirty Two Paise] remains outstanding as on 31.12.2025.</p>

2. The CD opposed admission of the application by filing a detailed reply, espousing therein:-

- i. When the amount of default alleged in the application is Rs. 10,35,66,457.32, the documents relied upon by the Applicant indicate different outstanding amounts viz:-
 - a. Rs. 8,35,89,412.05/- as per letter dated 01.08.2024 issued by the Respondent's Corporate Debtor.



- b. Rs. 9,72,60,403/- as per the Loan Recall Notice dated 09.04.2025.
 - c. Rs. 9,51,33,117.34/- as on 30.04.2025 in terms of the Notice issued under the SARFAESI Act dated 27.05.2025.
 - d. Rs. 6,28,12,147.27/- as per the Respondent's settlement letter dated 10.11.2025.
 - e. Rs. 4,46,33,447.06 as per the Petitioner Bank's own statement dated 20.02.2026.
 - f. Rs. 10,35,66,457.32/- as stated in Section 7 Petition.
- ii. The Financial Creditor failed to file any authenticated record of default from an Information Utility as required under Section 7(3)(a) of the IBC. Apart from a self-prepared calculation sheet annexed as Annexure A-13 to the Petition, there is no independent document substantiating the alleged default amount of Rs. 10,35,66,457.32.
 - iii. The Financial Creditor has failed to highlight that the declaration of loan account of CD as NPA as well as the Loan Recall Notice was a consequence of fraud declaration which has been stayed by the Hon'ble Delhi High Court.
 - iv. The present proceedings have been initiated to overreach the proceedings pending before the Hon'ble High Court.
 - v. Pursuant to the order passed by the Hon'ble High Court, the Corporate Debtor submitted a detailed One Time Settlement Proposal dated 07.08.2025 vide e-mail dated 10.11.2025 the Corporate Debtor reconciled the account and quantified the outstanding amount at Rs. 6,28,12,147.27.



- vi. The Financial Creditor relied upon the Settlement Proposal to establish the default, without appreciating that the settlement amount was reduced from Rs. 6,28,12,147.27 to Rs. 4,46,33,447.06, as per Applicant's own bank statement dated 05.03.2026.
- vii. After the interim order dated 08.08.2025 passed by the Hon'ble High Court, an amount of Rs. 1.80 Crores was paid by the Corporate Debtor to the Applicant on 27.08.2025, 28.08.2025, 01.09.2025 and 02.09.2025 towards the outstanding dues. The payment demonstrates bona fide intent of the Respondent to regularise the account.

3. As far as the plea regarding the interim stay granted by the Hon'ble High Court is concerned, it is seen from the order dated 08.08.2025 passed by the Hon'ble High Court that these are the order dated 14.02.2025 and letter dated 13.02.2025 and the connected proceedings prior and subsequent to issuance thereof, pertaining to declaring the account of the CD as fraud which were under challenge before the Hon'ble High Court. The grievance raised by the CD before the Hon'ble High Court is related to declaration of the account of the CD as fraud. Though, the order takes note of settlements regarding the amount of debt, it is nowhere directed that the Applicant could not have initiated CIRP. After the order dated 08.08.2025 passed by the Hon'ble High Court, the next date fixed was 05.12.2025. The Corporate Debtor could not explain the further development in the matter on or after 05.12.2025. Nevertheless, we could see from the website of Delhi High Court



that on 12.03.2026, the Hon'ble High Court rejected the plea for keeping the present proceedings in abeyance. The order dated 12.03.2026 reads thus:-

“CM APPL. 14837/2026

1. *This is an application filed under Section 151 of the CPC, 1908, on behalf of the petitioner seeking the following prayers:-*

“a) Direct the Respondent No. 1 to keep in abeyance further proceedings in Company Petition (IB) No. 73/ND/2026 pending before the Hon'ble NCLT, Principal Bench, New Delhi;

b) Direct Respondent No. 1 to consider and decide the Petitioner's settlement proposal dated 07.08.2025 and email dated 10.11.2025 in a time-bound manner;...”

2. *The prayers made in the application are misconceived as this Court cannot grant these prayers. The petitioner is at liberty to approach the National Company Law Tribunal in this regard.*

3. *Mr. Sharma, learned counsel for the petitioner, states that the petitioner is interested in settling the matter and is only seeking instalments to make the payment of the reconciled amount.*

4. *In this view of the matter, the petitioner shall approach the respondent No. 1 bank with its proposal which shall be considered by the bank in accordance with their rules and regulations.*

5. *The application is disposed of in the aforesaid terms.”*

4. The default in payment of debt and declaration of the account as fraudulent are again two different aspects. The requirement of Section 7(5)(a)



of IBC to be satisfied before admission of application is occurrence of default and not declaration of account as fraudulent.

5. After 04.05.2026 when we reserved the order in IA-1791/ND/2026, the Applicant preferred IA-2192 of 2026. Even in the said IA also, there is no mention about the subsequent development in the proceedings in which order dated 08.08.2025 was passed. Thus, we are unable to appreciate the support, the Corporate Debtor seeks to derive from the order dated 08.08.2025 passed by the Hon'ble High Court in the present proceedings.

6. As far as the plea regarding calculation of the amount of default is concerned, so long as the amount is above one crore i.e. the threshold limit, in the present proceedings, this Tribunal need not delve into the issue of calculation. In any case, in the reply filed by it, the Corporate Debtor itself has admitted that the amount defaulted to be paid is above Rs. One Crore. In para 25 of the reply, it is the stand taken on behalf of the CD that the amount of debt defaulted to be paid is Rs. 4,46,33,447.06. The para reads thus:-

“25. The Financial Creditor relies upon the settlement proposals to establish the default amount however the amount mentioned as alleged admission of debt is Rs. 6,28,12,147.27 and further reduced to Rs. 4,46,33,447.06 as per the Petitioner Bank's own statement dated 05.03.2026 and the alleged default in the present Petition is of 10,35,66,457.32.”

7. As far as evidence of disbursement is concerned, copy of the Bank Account Statement of the Financial Creditor along with certificate 2A of the Banker's Book Evidence Act, 1891 issued by the Financial Creditors' bankers are annexed as Annexure-A30 to the application.



8. To establish the default, the Applicant has enclosed with the petition, copy of Loan Recall Notice cum Guarantee Invocation Notice dated 09.04.2025 issued by FC. The Applicant has also placed on record the notice under Section 13(2) of SARFAESI Act, 2002. Part-V of the application reads thus:-

PART - V

PARTICULARS OF FINANCIAL DEBT [DOCUMENTS, RECORDS AND EVIDENCE OF DEFAULT]	
1.	<p>PARTICULARS OF SECURITY HELD, IF ANY, THE DATE OF ITS CREATION, ITS ESTIMATED VALUE AS PER THE FINANCIAL CREDITOR:</p> <p>a. Deed of Personal Guarantee dated 28.08.2020 by Mr. Rajesh Bansal and Mr. Rakesh Bansal in favour of Financial Creditor. A copy of the Deed of Personal Guarantee dated 28.08.2020 by Mr. Rajesh Bansal and Mr. Rakesh Bansal in favour of Financial Creditor is annexed herewith and marked as Annexure - A22.</p> <p>b. Deed of Personal Guarantee dated 07.10.2020 by Mr. Gora Lal Bansal in favour of Financial Creditor. A copy of the Deed of Personal Guarantee dated 07.10.2020 by Mr. Gora Lal Bansal in favour of Financial Creditor is annexed herewith and marked as Annexure - A23.</p> <p>c. Deed of Hypothecation dated 28.08.2020 created by Corporate Debtor in favour of Financial Creditor over the assets, as mentioned hereinbelow:</p> <ul style="list-style-type: none"> i. Exclusive charge over Corporate Debtor's current assets ii. Exclusive charge over Corporate Debtor's movable properties <p>iii. First charge on Corporate Debtor's receivables A copy of the Deed of Hypothecation dated 28.08.2020 is annexed herewith and marked as Annexure - A24.</p> <p>d. Memorandum of Entry dated 08.10.2020 by Mr. Gora Lal Bansal in the matter of creation of mortgage by deposit of title deeds of immovable property in favour of the Financial Creditor. A copy of the Memorandum of Entry dated 08.10.2020 by Mr. Gora Lal Bansal in the matter of creation of mortgage by deposit of title deeds of immovable property in favour of the Financial Creditor are annexed herewith and marked as Annexure - A25.</p> <p>e. Memorandum of Entry dated 19.10.2020 by the Corporate Debtor (through authorized representative Mr. Rakesh Bansal) in the matter of creation of mortgage by deposit of title deeds of immovable property in favour of the Financial Creditor. A copy of the Memorandum of Entry dated 19.10.2020 by the Corporate Debtor (through authorized representative Mr. Rakesh Bansal) in the matter of creation of mortgage by deposit of title deeds of immovable property in favour of the Financial Creditor are</p>



	<p>annexed herewith and marked as Annexure – A26.</p> <p>f. Memorandum of Entry dated 19.10.2020 by the Corporate Debtor (through authorized representative Mr. Rakesh Bansal) in the matter of creation of mortgage by deposit of title deeds of immovable property in favour of the Financial Creditor. A copy of the Memorandum of Entry dated 19.10.2020 by the Corporate Debtor (through authorized representative Mr. Rakesh Bansal) in the matter</p>
	<p>of creation of mortgage by deposit of title deeds of immovable property in favour of the Financial Creditor are annexed herewith as Annexure – A27.</p> <p>CERTIFICATES OF REGISTRATION OF CHARGE ISSUED BY THE REGISTRAR OF COMPANIES IS MARKED AND ANNEXED AS ANNEXURE – A28.</p> <p>COPIES OF THE CERSAI CERTIFICATES AND INDEX OF CHARGES RELATED TO THE AFOREMENTIONED CHARGES, AS APPLICABLE, ARE MARKED AND ANNEXED AS ANNEXURE - A29 (COLLY).</p>
2.	<p>PARTICULARS OF AN ORDER OF A COURT, TRIBUNAL OR ARBITRAL PANEL ADJUDICATING ON THE DEFAULT, IF ANY</p> <p>N.A.</p>
3.	<p>RECORD OF DEFAULT WITH THE INFORMATION UTILITY, IF ANY (ATTACH A COPY OF SUCH RECORD)</p> <p>N.A.</p>
4.	<p>DETAILS OF SUCCESSION CERTIFICATE, OR PROBATE OF A WILL, OR LETTER OF ADMINISTRATION, OR COURT DECREE (AS MAY BE APPLICABLE), UNDER THE INDIAN SUCCESSION ACT, 1925 (10 OF 1925) (ATTACH A COPY)</p> <p>N.A.</p>
5.	<p>THE LATEST AND COMPLETE COPY OF THE FINANCIAL CONTRACT REFLECTING ALL AMENDMENTS AND WAIVERS TO DATE (ATTACH A COPY)</p> <p>a. Sanction Letter bearing no. AxisB/MEG/Delhi/2020-21/72 dated 25.08.2020.</p>
	<p>b. Three Loan Agreements dated 28.08.2020 executed between the Corporate Debtor and the Financial Creditor.</p> <p>c. Sanction Letter bearing no. AXISB/MEG/Delhi/2020-21/188 dated 23.10.2020.</p> <p>d. Link Document cum Amendment Agreement dated 28.10.2020 executed between the Corporate Debtor and the Financial Creditor.</p> <p>e. Sanction Letter bearing no. AxisB/MEG/Delhi/2021-22/247 dated 28.10.2021.</p> <p>f. Link Document cum Amendment Agreement dated 01.11.2021 executed between the Corporate Debtor and the Financial Creditor.</p> <p>g. Sanction Letter bearing no. AxisB/MEG/Delhi/2021-22/286 dated 30.11.2021.</p> <p>h. Sanction Letter bearing no. AXISB/MEG/Delhi/2022-23/195 dated 30.08.2022.</p> <p>i. Sanction Letter bearing no. AxisB/MEG/Delhi/2022-23/534 dated 28.03.2023.</p>



	<p>j. Sanction Letter bearing no. AxisB/MEG/Delhi/2023-24/298 dated 08.01.2024.</p>
6.	<p>A RECORD OF DEFAULT AS AVAILABLE WITH ANY CREDIT INFORMATION COMPANY (ATTACH A COPY):</p> <p>N.A.</p>
7.	<p>COPIES OF ENTRIES IN A BANKER'S BOOK IN ACCORDANCE WITH THE BANKER'S BOOKS EVIDENCE ACT, 1891 (18 OF 1891) (ATTACH A COPY):</p> <p>A copy of the bank account statements of the Financial Creditor along with certificate under Section 2A of the Banker's Book Evidence Act, 1891 issued by the Financial Creditor's bankers is annexed herewith as Annexure – A30 (colly).</p>
8.	<p>LIST OF OTHER DOCUMENTS ATTACHED TO THIS APPLICATION IN ORDER TO PROVE THE EXISTENCE OF FINANCIAL DEBT, THE AMOUNT AND DATE OF DEFAULT:</p> <p>Besides the security documents as mentioned in Section 1 of Part V and the financial contract documents as mentioned in section 5 of Part V, the Financial Creditor is relying on the following documents in order to prove the existence of financial debt and amount in default:</p> <ul style="list-style-type: none">a. Letter issued by the Corporate Debtor to the Financial Creditor, acknowledging the outstanding dues of the Corporate Debtor, dated 01.08.2024.b. Show Cause Notice dated 21.01.2025 issued by the Financial Creditor to the Corporate Debtor.c. Loan Recall Notice cum Guarantee Invocation Notice dated 09.04.2025 issued by the Financial Creditor to the Corporate Debtor.d. Notice under Section 13(2) of the SARFAESI Act, 2002 issued by the Financial Creditor to the Corporate Debtor dated 27.05.2025.
	<ul style="list-style-type: none">e. Reply issued by the Corporate Debtor to the Financial Creditor's Notice under 13(2) of the SARFAESI Act, 2002, dated 10.06.2025.f. Rejoinder issued by Financial Creditor to the Corporate Debtor's reply to the Financial Creditor's Notice under 13(2) of the SARFAESI Act, 2002, dated 05.07.2025.g. Letter dated 07.08.2025 issued by the Corporate Debtor to the Financial Creditor, duly acknowledging the outstanding debt of ECLGS Loan amounting to INR 83,00,000/- [Indian Rupees Eighty Three Lakh Only], outstanding Cash Credit amounting to INR 6,30,00,000/- [Indian Rupees Six Crore Thirty Lakh Only] and the outstanding Bank Guarantee.h. Email dated 10.11.2025 issued by the Corporate Debtor to the Financial Creditor, duly acknowledging the outstanding debt amount as INR 6,28,12,147.27/- [Indian Rupees Six Crore Twenty Eight Lakh Twelve Thousand One Hundred Forty Seven and Twenty Seven Paise Only].



9. As can be seen from Part-III of the application, the Applicant has proposed the name of Mr. Ashish Singh, IP for being appointed as IRP. The RP has furnished his written consent in the Form prescribed under Rule 9(1) of I&B (Application to Adjudicating Authority) Rules, 2016. A copy of the consent is available on record as Annexure A-3 to the application. In the consent form the RP has declared that no disciplinary proceedings are pending against him. The relevant excerpt of the consent form reads thus:-

“(iv) Certify that there are no disciplinary proceedings pending against me with the Board or ICSI Institute of Insolvency Professionals of India”

10. The AFA issued in favor of the RP in prescribed form viz. Form B is available on record at page 63 of the Application (Annexure- A3 colly).

11. On one hand the requirements of Section 7(5)(a) are met on the other hand the stand taken on behalf of the Corporate Debtor in its reply is misconceived and baseless. Section 7(3) of the Code talks of record of default or such other evidence of default as may be specified. If we look at Regulation 2A of IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, certified copies of entries in the relevant account in the Banker’s Book as defined in clause (3) of Section 2 of Banker’s Book Evidence Act 1891, is prescribed evidence for the purpose of clause (a) of sub-section (3) of Section 7 of the Code. The Regulation 2A reads thus:-

“Regulation 2A: Record or evidence of default by financial creditor.



*[2A. For the purposes of clause (a) of sub-section (3) of **section 7** of the Code, the financial creditor may furnish any of the following record or evidence of default, namely:-*

(a) certified copy of entries in the relevant account in the bankers' book as defined in clause (3) of section 2 of the Bankers' Books Evidence Act, 1891 (18 of 1891);

(b) an order of a court or tribunal that has adjudicated upon the non-payment of a debt, where the period of appeal against such order has expired.]”

12. In the facts and circumstances of the case, as noted above we are left with no option but to admit the present application. Ordered accordingly.

13. In the wake, moratorium as provided under Section 14 of IBC, 2016 is declared qua the CD and as a necessary consequence thereof the following prohibitions are imposed, which must be followed by all and sundry:

- (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 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.



14. As proposed by the Applicant/FC, Ashish Singh [Reg. No. IBBI/IPA-002/IP-N00416/2017-2018/11230, E-mail-ashishsingh@gmail.com], is hereby appointed as IRP. It is further ordered that the IRP shall take charge of the CIRP of the Corporate Debtor with immediate effect and would take steps as mandated under the IBC, 2016 specifically under Section 15, 17, 18, 19(2), 20 and 21 of the Code read with extant provisions of CIRP Regulations, 2016. The IRP would also take steps as per Regulations 4A and 30 of IBBI (CIRP) Regulations, 2016.

15. The Applicant/ FC is directed to deposit Rs. 2,00,000/- with the IRP to meet the immediate expenses. The amount, however, will be subject to adjustment by the Committee of Creditors as accounted for by Interim Resolution Professional and shall be paid back to the Financial Creditor.

16. A copy of this Order shall immediately be communicated by the Registry/Court Officer of this Tribunal to the Applicant /Financial Creditor, the Respondent/Corporate Debtor and the IRP mentioned above.

17. In addition, a copy of this Order shall also be forwarded by the Registry/Court Officer of this Tribunal to the IBBI for their record.

Sd/-
(ATUL CHATURVEDI)
MEMBER (T)

Sd/-
(ASHOK KUMAR BHARDWAJ)
MEMBER (J)