



**IN THE NATIONAL COMPANY LAW TRIBUNAL**  
**AHMEDABAD**  
**DIVISION BENCH**  
**COURT-1**

ITEM NO. 303  
C.P.(IB) No. 147(AHM)2021

**Order under section 7 of IBC**

**IN THE MATTER OF :**

Intec Capital Limited

....Financial Creditor

V/s.

H.V. Synthetic Pvt. Ltd.

....Corporate Debtor

Order delivered on: 31.10.2023

**Coram:**

Mr. Shammi Khan, Hon'ble Member (J)

Mr. Sameer Kakar, Hon'ble Member (T)

**PRESENT:**

For the Applicant :

For the Respondent :

**ORDER**

The case is fixed for pronouncement of order. The order is pronounced in the open court, vide separate sheet.

**-Sd-**  
**SAMEER KAKAR**  
**MEMBER (TECHNICAL)**

**-Sd-**  
**SHAMMI KHAN**  
**MEMBER (JUDICIAL)**



**BEFORE THE ADJUDICATING AUTHORITY  
NATIONAL COMPANY LAW TRIBUNAL  
DIVISION BENCH –I, AHMEDABAD**

**CP(IB)/147(AHM)/2021**

*(An application filed under Section 7 of the Insolvency and Bankruptcy Code, 2016 r/w Rule 4 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016)*

In the matter of **M/s. H V Synthetic Private Limited.**

**INTEC CAPITAL LIMITED**

CIN: L74899DL1994PLC057410  
708, Manjusha Building, 57,  
Nehru Place, New Delhi- 110019  
IBC@INTECCAPITAL.COM

**...Applicant/Financial Creditor**

**VERSUS**

**H.V. SYNTHETIC PRIVATE LIMITED**

CIN: U17121GJ2006PTC048378  
225/2, Madhu Textile Mills Compound,  
B/h Asoaplav Hotel Near Narol Circle,  
Ahmedabad- 382405, Gujarat  
[PRNKSHARMA10@Yahoo.com](mailto:PRNKSHARMA10@Yahoo.com)

**...Respondent/Corporate Debtor**

**Order pronounced on 31.10.2023**

**CORAM:**

**SH. SHAMMI KHAN, MEMBER (JUDICIAL)  
SH. SAMEER KAKAR, MEMBER (TECHNICAL)**



### **Appearance**

For the Applicant/FC : Mr. Harshil Patel, Advocate  
For the Respondent/CD : Mr. Dheeraj Garg, Advocate.

### **ORDER**

**(Per: BENCH)**

1. This is an application filed on 24.08.2021 by **Intec Capital Limited** (hereinafter referred to as “the Applicant/Financial Creditor”) against **H V Synthetic Private Limited** (hereinafter referred to as “the Respondent/Corporate Debtor”) under Section 7 of the Insolvency and Bankruptcy Code, 2016 (hereinafter referred to as “**IBC, 2016**”) read with Rule 4 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016 for initiation of Corporate Insolvency Resolution Process (**CIRP**) against the Respondent/Corporate Debtor , to appoint Interim Resolution Professional (hereinafter referred to as “**IRP**”) and declare the moratorium for having defaulted payment of its outstanding dues **Rs.7,01,88,069/-** including interest as on 31.01.2021.



2. Perusal of of Part-I of the Form-1 indicates that the Applicant/Financial Creditor is a Registered Non-Banking Finance Company, Registered with the Reserve Bank of India. The registered office of the Financial Creditor is situated at 708, Manjusha Building, 57, Nehru Place, New Delhi- 110019.
3. The application is affirmed by one Mr. Chandan, Manager working with Intec Capital Ltd, 708, Manjusha Building, 57, Nehru Place, New Delhi- 110019, who is authorized under Board Resolution dated 11.07.2020 placed at page-32.
4. Perusal of Part-II of the Form-1 reveals that the Respondent/Corporate Debtor is one M/s H V Synthetic Private Limited (CIN: U17121GJ2006PTC048378). The date of incorporation is 02.06.2006. The registered office of the Respondent/Corporate Debtor is situated at 225/2, Mahdu Textile Mills Compound, B/H Asoaplav Hotel near Narol Circle, Ahmedabad- 382405, Gujarat.
5. Perusal of Part-III of the Form-1 reveals that the Applicant/Financial Creditor has nominated Mr. S.



Gopalakrishnan, having Registration No. IBBI/IPA-002/IP-N00151/2017-18/10398 (Email: gopi63.ip@gmail.com) to act as Interim Resolution Professional (“**IRP**”). He has filed his written communication annexed with the Application as per the requirement of Rule 9(l) of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016.

6. Perusal of Part-IV of the Form-1 reveals that the Applicant/Financial Creditor has granted various credit facilities since the year 2014 to the Respondent/Corporate Debtor and the total amount in default is claimed to be Rs.7,01,88,069/- as of 31.01.2021. The date of default is mentioned as variable events, the first date of default is 06.02.2016 for loan facility No.2, for loan facility No.3 is 24.02.2016, for loan facility No.1 is 22.03.2016. Further as per record the last date is 15.02.2020.
7. It is stated that the Loan Recall Notice was issued by the Financial Creditor which is dated 22/03/2016,



06/02/2016, and 24/02/2016 respectively on the three loans is annexed as Annexure-7 page (64-75). The working for computation of the amount and days of default is annexed as Annexure 6.

8. It is stated that the Respondent Company has applied for financial assistance from the Applicant/Financial Creditor for purchase of machines multiple times and Applicant/Financial Creditor has upon inking of various security documents and agreements with the Respondent Company, as per the request and desire, sanctioned financial facilities, details of which are as follows:-

S.No.	Loan A/c No.	LNAHM0181	LNAHM0261	LNAHM0261
		3- 140003358	4-150004259	4- 150005111
1.	Loan Application	19.12.2013	14.07.2014	24.11.2014
2.	Sanction date	23.01.2014	24.07.2014	10.12.2014
3.	Loan Agreement	24.01.2014	28.07.2014	19.12.2014
4.	Loan Amount	Rs. 49,99,606/-	Rs.1,13,68,1 04/-	Rs. 43,00,000/-



9. It is stated that as per the Loan agreement, the loan was disbursed through cheques and other instruments to the Respondent/Corporate Debtor and to the vendor of the machinery from which the Respondent/Corporate Debtor has purchased the machinery. Details evidencing the loan disbursement specifically for loan facilities no. 2 and 3 are as follows:

Loan A/c	Date	Cheque/Instrument No.	Amt. Disbursed	Addl. Affidavit dated 06.09.2023
LNAHM02614-150004259	08.08.2014	248457	16,01,654/-	Pg. No.12
	11.08.2014	1776	9,88,001/-	Pg. No. 13
	06.08.2014	1834	57,13,309/-	Pg. No. 15
LNAHM02614-150005111	20.12.2014	892637	34,11,537/-	Pg. No. 17

10. Applicant/Financial Creditor submits that the Respondent Company has intentionally not paid the installments and dues, thus Applicant/Financial Creditor was constrained to issue Loan Recall cum Arbitration Notices as mentioned below:-



Loan Account No.	LRN dated
LNAHM01813-140003358	22.03.2016
LNAHM02614-150004259	06.02.2016
LNAHM02614-150005111	24.02.2016

11. The Applicant/Financial Creditor states that the Applicant/Financial Creditor has also preferred Arbitration proceedings against the Respondent Company; hence the Ld. Arbitrator was pleased to pass Awards in favor of the Financial Creditor which are as under:-

Loan Account No.	Arbitral Award dated
LNAHM01813-140003358	09.06.2017
LNAHM02614-150004259	24.05.2016
LNAHM02614-150005111	23.06.2016

12. It is submitted that the Applicant/Financial Creditor is entitled to charge the interest on dues as per agreed terms of Loan Agreements and Sanction Letters, which is binding on the Respondent and which Respondent has agreed to pay to the Applicant/Financial Creditor NBFC.



13. It is submitted that the Respondent/Corporate Debtor has failed to honor the terms and conditions of the credit facilities granted by the Applicant/Financial Creditor hence, the Applicant/Financial Creditor has the right to classify their account under the head of defaulted account.
  
14. It is submitted that at the instance of one M/s Dharnendra Enterprises U/s 9 of the IBC against the Corporate Debtor's Corporate Insolvency Resolution Process was initiated before in C.P.(IB) No. 117 of 2018 on 9<sup>th</sup> April,2019 by this Adjudicating Authority, but the same was later on withdrawn under Section 12A vide order dated 27<sup>th</sup> May 2020 as there was already an ongoing Settlement of the same matter before admittance of above CIRP and it was settled between the parties vide Settlement Agreement dated 21.10.2019. But later the settlement deed was also dishonored by the Respondent/Corporate Debtor.
  
15. It is stated by Applicant/Financial Creditor that the Application is not barred by law of limitation as



Respondent/Corporate Debtor has acknowledged financial debt on multiple occasions by making payments and by proposing settlements after Loan Recall Notices were issued. Further the default has been committed by Respondent/Corporate Debtor in terms of 'Event of Default by not honoring repayment schedule, not honoring EMI and borrower becoming subject of insolvency Proceedings. Total financial debt due and payable from Respondent/Corporate Debtor under all three-loan account is Rs. 7,01,88,069/- (Rupees Seven Crore One Lakh Eighty-Eight Thousand and Sixty-Nine Only) as on 31st January 2021.

16. The Applicant/Financial Creditor has given details of timeline depicting the events on the basis of which limitation is to be computed in the present matter:-

Event	Particular
Loan Recall Notices Annexure-7 (Pg. No. 64-75)	LNAHM01813-140003358-22-MAR-2016 LNAHM02614-150004259 06-FEB-2016 LNAHM02614-150005111-24-FEB-2016
Arbitration Awards Annexure-12 (Pg No. 168-	LNAHMO1813-140003358 Award passed in favor of Applicant/Financial Creditor on 09.06.2017;



232)	<p>LNAHM02614-150004259 - Award passed in favor of Applicant Financial Creditor on 24.05.2016;</p> <p>LNAHM02614-150005111 - Award passed in favor of Applicant Financial Creditor on 23.06.2016;</p>
2016-2019	<p>Corporate Debtor continued to default on PDC's/ ECS provided for repayment amounting to acknowledgment in terms of judgments of Hon'ble Supreme Court judgment in <u>Jiwanlal Achariya v. Rameshwar Lal Agarwalla</u>, AIR 1967 SC 1118 and Hon'ble Delhi High accounts and acknowledging the debt.</p>
Last EMI Due On	<p>LNAHMO1813-140003358-08-JAN-2018</p> <p>LNAHM02614-150004259-01-AUG-2019</p> <p>LNAHM02614-150005111 16-DEC-2019</p>
Admission Order u/s 9 of IB Code	<p>Order dated 9th April 2019- Annexure-9, Pg. No. 100-120;</p>
Settlement Signed 21st October 2019 Annexure-10 (Pg No. 121-146)	<p>21st October 2019 Section 25(3) of the Contract Act, 1872 which operates as an exception to the law of limitation in cases, where debtor makes an express promise to pay by way of signing an agreement with Creditor to pay the time barred debt. Section 25(3) of the Contract Act, 1872 runs as under: -</p> <p>"25. Agreement without consideration, void, unless it is in writing and registered, or is a</p>



	<p>promise to compensate for something done, or is a promise to pay a debt barred by limitation law: - An agreement made without consideration is void, unless--</p> <p>(1) and (2) .....</p> <p>(3) It is a promise, made in writing and signed by the person to be charged therewith, or by his agent generally or specially authorized in that behalf, to pay wholly or in part a debt of which the creditor might have enforced payment but for the law for the limitation of suits."</p>
5th February 2020 (Pg No-99)	Last Payment received in all three loan accounts;
CIRP Withdrawal u/s 12A of IB Code	Order dated 27.05.2020 - Pg. No. 110;
24.08.2021	Present Section 7 Petition was filed.

17. The Applicant/Financial Creditor has relied upon the following documents:

- i. Sanction Letters
- ii. Statement of Dues
- iii. Loan Recall Notices



- iv. Loan Transaction details in respect of all three loan accounts.
  - v. Executed Settlement Deed
  - vi. Certificates of Registration of Charges
  - vii. The Arbitration Awards
  - viii. Default available with Information Utility
  - ix. Loan Agreements in respect of all three Loan Accounts
  - x. The Account Statement maintained with the bank of the Financial Creditor
  - xi. The Loan Applications submitted by Respondent/Corporate Debtor
18. Reply was filed by the Respondent/Corporate Debtor on 17.01.2022 with the Tribunal. Reply has been affirmed by one Mr. Haygrev K Chavda in the capacity of Authorized Signatory. The summary of the various objections is as under:-
- i. The Applicant/Financial Creditor is not a financial creditor.
  - ii. The application is based on false claims (Hit by the doctrine of unclean hands).



- iii. The Applicant/Financial Creditor resorted to laying down purported evidence to support the averments which were not pleaded in the application. (Barred by the rule of “Secundum allegata et probate”).
  - iv. the claim of the Applicant/Financial Creditor is not financial debt within the meaning of Insolvency & Bankruptcy Code, 2016.
  - v. The Applicant/Financial Creditor is hit by section 10A of the Insolvency & Bankruptcy Code, 2016.
  - vi. The claim of the Applicant/Financial Creditor is barred by limitation.
  - vii. The purpose of the Applicant/Financial Creditor is not resolution but to extort exorbitant money from the Respondent/Corporate Debtor.
19. We have heard the counsels from both sides and have perused the records. the Applicant/Financial Creditor has filed the additional affidavit to bring on record the statement of the bank account through which the disbursement of Credit Facilities No.2 & 3 was made to the Respondent/Corporate Debtor on 06.09.2023 under



Dairy No. D3423 dated 18.09.2023 in which Applicant/Financial Creditor has annexed the Bank Statement showing the loan disbursements under the said Loan Accounts. Further, The Respondent has filed a reply to the additional affidavit dated 26.09.2023 for opposing the application on the grounds of 'doctrine of unclean hands' and "non-disbursement of funds" to the Respondent/Corporate Debtor by the Applicant/Financial Creditor.

20. Accordingly, both sides are again given the liberty to file a fresh synopsis with compilation along with judgments that were submitted by both counsels. Further, the matter was reserved for order.
21. The Observations of the Tribunal are follow as under:-
  - i. A total 3 Loan facilities were granted to the Respondent. However, in the reply of the Respondent it is stated that the 1<sup>st</sup> loan facility was Sanctioned by SIDBI vide Sanction letter dated 23.01.21014 for the alleged loan of Rs. 49,99,606/- (Loan No. LNAHM01813-140003358 dated



23.01.2014) therefore, the same is not considered.

The remaining two loan facilities amounting to Rs.1,13,68,104/- and 43,00,000/- were disbursed by Financial Creditor. The proof of disbursement is filed by way of Additional Affidavit dated 06.09.2023. The total loan amount due in 2<sup>nd</sup> and 3<sup>rd</sup> loan facility is Rs. 5,70,52,488/- which is more than enough to make the amount in default exceed Rs. 1.00 Crore as stated in section 4 of Insolvency & Bankruptcy Code, 2016.

- ii. That the Certificate of Registration of Charge by the ROC is created for the 3 Loans dated 24.01.2014(Loan No.1), 30.07.2014(Loan No.2), and 17.12.2014(Loan No. 3).
- iii. The Disbursement of 2<sup>nd</sup> and 3<sup>rd</sup> loan facility by Financial Creditor to Corporate Debtor and to the Vendor for purchase of Plant and Machinery for the Corporate Debtor which is not denied by the Corporate Debtor and the disbursement is proved



by the Financial Creditor vide affidavit dated 06.09.2023 filed before this Tribunal on 18.09.2023.

- iv. That there is no denial by the Respondent/Corporate Debtor to the Arbitrational Award.
- v. Firstly, upon default of Corporate Debtor the loan recall notice was issued by Financial Creditor for 2<sup>nd</sup> and 3<sup>rd</sup> facility on 06.02.2016 and 24.02.2016 respectively. Thereafter, Financial Creditor preferred arbitration proceedings against the Respondent wherein the Respondent failed to appear therefore, exparte award was passed in favour of Financial Creditor. Subsequently, the Applicant entered into Settlement Agreement on 21.10.2019 with promoters of Corporate Debtor since Corporate Debtor was under CIRP. As per the schedule of repayment in the said agreement the payment was to be made in 36 monthly installments commencing from 15.11.2019. The existence of Settlement



Agreement is also not denied by the Corporate Debtor.

- vi. The Respondent/Corporate Debtor again defaulted in making payment as per the terms of settlement agreement. As per the agreement the Respondent/Corporate Debtor was to make payment of Rs.5,23,111/- on 15<sup>th</sup> day of every month. However, Respondent/Corporate Debtor right from the beginning defaulted in making full payment and made part payments either at the starting or at the end of the month. The last part payment made by the Respondent/Corporate Debtor was on 05.02.2020 and the next installment as per agreement was due on 15.02.2020. Therefore, the date of default is considered to be 15.02.2020 which is before the exempted period under Section 10A of IBC, 2016. Further, the present application is filed on 27.08.2021 i.e. within a period of 3 years from



the last date of payment. Hence, the present application is well within limitation.

22. Therefore, the present application is complete in terms of Section 7 (5) of the Code. The Applicant/Financial Creditor is entitled to claim its dues, establishing the default in payment of the financial debt beyond doubt. The outstanding financial debt is of more than rupees one crore which meets the threshold limit as per section 4 of the Code and is well within the limitation for filing the present application. Moreover, the said default is not covered under the period exempted under Section 10A of IBC, 2016.

23. Further, the Hon'ble Supreme Court in the case of ***Innoventive Industries Limited v. ICICI Bank Limited***, where it has discussed extensively the scope of the Adjudicating authority under section 7 of the IBC is limited to assessing the records provided by the financial creditor to satisfy itself that the default has occurred.

28. When it comes to a financial creditor triggering the process, Section 7 becomes relevant. Under the



explanation to Section 7(1), a default is in respect of a financial debt owed to any financial creditor of the corporate debtor – it need not be a debt owed to the applicant financial creditor. Under Section 7(2), an application is to be made under sub-section (1) in such form and manner as is prescribed, which takes us to the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016. Under Rule 4, the application is made by a financial creditor in Form 1 accompanied by documents and records required therein. Form 1 is a detailed form in 5 parts, which requires particulars of the applicant in Part I, particulars of the corporate debtor in Part II, particulars of the proposed interim resolution professional in part III, particulars of the financial debt in part IV and documents, records and evidence of default in part V. Under Rule 4(3), the applicant is to dispatch a copy of the application filed with the adjudicating authority by registered post or speed post to the registered office of the corporate debtor. The speed, within which the adjudicating authority is to ascertain the existence of a default from the records of the information utility or on the basis of evidence furnished by the financial creditor, is important. This it must do within 14 days of the receipt of the application. It is at the stage of Section 7(5), where the adjudicating authority is to be satisfied that a default has occurred, that the corporate debtor is entitled to point out that a default has not occurred in the sense that the “debt”, which may also include a disputed claim, is not due. A debt may not be due if it is not payable in law or in fact. The moment the adjudicating authority is satisfied that a default has occurred, the application must be admitted unless it is incomplete, in which case it may give notice to the applicant to rectify the defect within 7 days of receipt of a notice from the adjudicating authority. Under sub-section (7), the adjudicating authority shall then communicate the order passed to the financial creditor and corporate debtor within 7



days of admission or rejection of such application, as the case may be.

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.

24. Hence, the Application filed under section 7(2) of the Insolvency and Bankruptcy Code for initiation of corporate insolvency resolution process against the Respondent/Corporate Debtor deserves to be admitted.

25. Accordingly, in light of the above facts and circumstances, it is, hereby ordered as under: -

- (i) The Respondent/Corporate Debtor- **M/s. H. V. Synthetic Private Limited.** is admitted in the Corporate Insolvency Resolution Process under section 7 of the IBC, 2016.



(ii) As a consequence, thereof, the moratorium under Section 14 of the IBC, 2016 is declared for prohibiting all of the following in terms of Section 14(1) of the IBC, 2016.

- 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 provisions of sub-Section (1) shall however, not apply to such transactions, agreements as may be notified by the Central Government in consultation with any financial sector regulator and to a surety in a contract of guarantee to a Corporate Debtor.*



- (iii) The order of moratorium shall have effect from the date of this order till the completion of the Corporate Insolvency Resolution Process or until this Adjudicating Authority approves the Resolution Plan under sub-section (1) of Section 31 or passes an order for liquidation of Corporate Debtor under Section 33 of the IBC, 2016, as the case may be.
- (iv) It is further directed that the supply of essential goods/services to the Corporate Debtor, if continuing, shall not be terminated or suspended or interrupted during the moratorium period as per provisions of sub-sections (2) and (2A) of Section 14 of IBC, 2016.
- (v) As proposed by the Financial Creditor, we appoint **Mr. S. Gopalkrishnan**, having Registration No. IBBI/IPA-002/IP-N00151/2017-18/10398, (email-[gopi63.ip@gmail.com](mailto:gopi63.ip@gmail.com)), under section 13 (1)(c) of the Code to act as Interim Resolution Professional



**(“IRP”)** of Corporate Debtor, subject to the condition that no disciplinary proceedings are pending against him. He shall conduct the Corporate Insolvency Process as per the Insolvency and Bankruptcy Code, 2016 r.w. Regulations made thereunder.

- (vi) The IRP shall perform all his functions as contemplated, inter-alia, by sections 17, 18, 20 & 21 of the IBC, 2016. It is further made clear that all personnel connected with the Corporate Debtor, its Promoter or any other person associated with the management of the Corporate Debtor are under legal obligation under section 19 of the IBC, 2016 for extending assistance and co-operation to the IRP. Where any personnel of the Corporate Debtor, its Promoter or any other person required to assist or co-operate with IRP, do not assist or co-operate the IRP is at liberty to make appropriate application to this Adjudicating Authority with a prayer for passing an appropriate order.



- (vii) This Adjudicating Authority directs the IRP to make a public announcement of the initiation of CIRP and call for the submission of claims under section 15 as required by section 13(1)(b) of the IBC, 2016.
- (viii) The IRP is expected to take full charge of the Corporate Debtor assets, and documents without any delay whatsoever. He is also free to take police assistance in this regard, and this Court hereby directs the Police Authorities to render all assistance as may be required by the IRP in this regard.
- (ix) 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 CIRP in respect of the Corporate Debtor.
- (x) The IRP shall be under duty to protect and preserve the value of the property of the Corporate Debtor and manage the operations of the Corporate



Debtor as a going concern as a part of obligation imposed by Section 20 of the IBC, 2016.

- (xi) The Financial Creditor is directed to pay an advance of **Rs.2,00,000/- (Rupees Two Lakh Only)** to the IRP within a period of 7 days from the date of this order to meet the cost of CIRP arising out of issuing public notice and inviting claims etc. till the CoC decides about his fees/expenses.
- (xii) The Registry is directed to communicate a copy of this order to the Financial Creditor, Corporate Debtor and to the IRP and the concerned Registrar of Companies, after completion of necessary formalities, within seven working days and upload the same on the website immediately after the pronouncement of the order. The Registrar of Companies shall update its website by updating the Master Data of the Corporate Debtor in MCA portal specific mention regarding admission of this Application and shall forward the compliance report to the Registrar, NCLT.



(xiii) The commencement of the Corporate Insolvency Resolution Process shall be effective from the date of this order.

26. Accordingly, **CP(IB)/147(AHM)2021** stands admitted. A certified copy of this order may be issued, if applied for, upon compliance with all requisite formalities.

-Sd-  
**SAMEER KAKAR**  
**MEMBER (TECHNICAL)**

-Sd-  
**SHAMMI KHAN**  
**MEMBER (JUDICIAL)**

Shubhanshu/Arati-LRA