

IN THE NATIONAL COMPANY LAW TRIBUNAL,

KOLKATA BENCH, KOLKATA

CP (IB) No.1233/KB/2018

In the matter of:

An application for initiation of Corporate Insolvency Resolution Process under Section 7 of the Insolvency and Bankruptcy Code, 2016 and read with Rule 4 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016;

And

In the Matter of:

UCO Bank, having its Head Office-10, Biplabi Trailakya Maharaj Sarani, Kolkata-700001, and Flagship Corporate Centre Branch-2, India Exchange Place, Kolkata-700001, West Bengal.

... Petitioner/Financial Creditor

And

In the Matter of:

Xenitis Infotech Ltd., having its Registered Office at Sugandha Purushottambati, Post- Sugandha , Sugandha-712102, West Bengal.

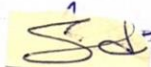
... Respondent/Corporate Debtor

Order Reserved on: 12th March, 2020

Order Delivered on: 19th March, 2020

Coram:

Shree Jinan K.R., Hon'ble Member (Judicial)

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For the Financial Creditor : 1. Mr. Ratnauko Banerjee, Sr. Advocate
2. Mr. S.V. Ramani, Advocate
3. Mr. Jayabrata Mukherjee, Advocate

For the Corporate Debtor : 1. Mr. Joy Saha, Sr. Advocate
2. Kallol Mondal, Advocate
3. Dhiren Sharma, Advocate
4. Aryan Dutt, Advocate
5. Dipankar Das, Advocate

ORDER

Jinan K.R., Member (Judicial)

1. UCO Bank/Financial Creditor filed this application under Section 7 of the Insolvency and Bankruptcy Code, 2016 (in short IB Code) read with Rule 4 of the Insolvency and Bankruptcy Code (Application to Adjudicating Authority) Rules, 2016 for initiation of corporate insolvency resolution process as against the corporate debtor/Xenitis Infotech Ltd. alleging that the Corporate Debtor who had availed various credit facilities of diverse nature from the consortium bank to the tune of Rs. 428.52 Crores committed default in repayment of the entire outstanding amount due to the consortium bank and thereby the consortium bank issued demand notice recalling the debt and initiated proceedings under Section 19 of the Recovery of Debts Due to Banks and Financial Institutions Act, 1993 before the Debts Recovery Tribunal No. I, Kolkata as O.A. No. 204 of 2015.

2. The Financial Creditor herein is the lead bank, who lent money to the Corporate Debtor to the tune of Rs. 89,67,42,862.13/- (Rupees Eighty Nine Crores Sixty Seven lakhs Forty Two Thousand Eight Hundred Sixty Two and Thirteen Paise). The Corporate Debtor availed the various credit

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facilities from the Financial Creditor and the credit limits were renewed and enhanced from time to time. On the strength of sanction of financial assistance in favour of the Corporate Debtor, the Corporate Debtor had enjoyed the facilities by availing Term Loan to the tune of Rs. 98,00,000/- (Rupees Ninety Lakhs only), Cash Credit to the tune of Rs. 15,44,50,000/- (Rupees Fifteen Crore Forty Four Lakhs Fifty Thousand only) and Working Capital to the tune of Rs. 43,91,00,000/- (Rupees Forty Three Crore Ninety One Lakhs) and further Working Capital Term Loan to the tune of Rs. 14,32,00,000/- (Rupees Fourteen Crore Thirty Two Lakhs) totalling Rs. 89,65,00,000/- (Rupees Eighty Nine Crore Sixty Five Lakhs only). By availing the said facilities, the Corporate Debtor had executed demand promissory note and several other loan documents in favour of the Financial Creditor as described in Form-1 at Part-V and marked as Annexures- A to R. The loan availed by the Corporate Debtor also was secured by mortgage of property standing in the name of the Corporate Debtor company, hypothecation of entire current assets of the Corporate Debtor and also personal guarantee was given by the Directors of the Corporate Debtor Company inclusive of corporate guarantee. However, the Corporate Debtor failed to repay as per the schedule of repayment sanctioned by the Financial Creditor and therefore, the account in the name of the Corporate Debtor became irregular in the year 2010. At the request of the Corporate Debtor, the account was restructured at the request of the Corporate Debtor by executing Restructuring Agreement dated 29.05.2012 and the above said

Master Receipt Agreement was amended at the request of the Corporate Debtor on 26.12.2012 and despite demand by issuing notice on 27.08.2014 to pay the outstanding amount to the tune of Rs. 89, 67, 42, 862.13/- (Eighty Nine Crore Sixty Seven Lakhs Forty Two Thousand Eight Hundred Sixty Two and Thirteen paise) which includes interest has not been paid and, therefore, the Corporate Debtor has committed default in repayment.

3. The Financial Creditor along with other lenders initiated action under Section 19 of the Recovery of Debts Due to Banks and Financial Institutions Act, 1993 before the Debts Recovery Tribunal No-I, Kolkata and the said O.A. was allowed and vide order of the District Magistrate at Hooghly dated 11.11.2016, the Financial Creditor took physical possession of the secured assets in terms of the Section 14 of the SARFAESI Act.

4. The outstanding sums due and payable by the Corporate Debtor to the Financial Creditor amounts to Rs. 89,89,00,000/- (Rupees Eighty Nine Crore Eighty Nine Lakhs only) as on 23.08.2018 excluding interest and penal interest etc. The Financial Creditor, though a member of the Joint Lenders Forum, has independently filed this application since the members of Joint Lenders Forum had not agreed to join in the application. Upon the said contentions, the Financial Creditor prays for admitting the application under section 7 of the Code and prays for passing an order for admission of the Application.

5. The Corporate Debtor entered appearance and filed reply affidavit


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raising multiple contentions. However, the contentions raised which are required for consideration of this application are narrated here under:-

- i. The authorised signatory does not have any proper authority to initiate CIRP process as against the Corporate Debtor. The application was filed by one of the members of the Joint Lenders Forum without the signature of the other members of the consortium bank and in contravention of the settlement which was arrived at as recorded in the joint lenders meeting held on May 19, 2017. In pursuance of the settlement arrived at the request of the lenders, the SARFAESI proceedings pending before the Debts Recovery Tribunal-I, Kolkata were adjourned from time to time. In the meanwhile, O.A. No. 204 of 2015 was decreed ex-parte, and an application filed by the Corporate Debtor as M.A. No. 44/2017 for recalling the above said order is pending for consideration before the Learned Debts Recovery Tribunal-I, Kolkata. The Corporate Debtor is presently engaged in the business of manufacture of electrical components of parts which are used in the manufacture of fans, Printed Circuit Board (PCB) and other allied components and it is a going concern. The intention on the side of the Financial Creditor, who is the lead bank in filing the application under section 7 of the Code, is without the consent or approval of the consortium bank members and therefore for the said reason itself, this application is liable to be dismissed.

ii. The application also was filed by the Financial Creditor by suppressing material facts. The claim of the Financial Creditor to the tune of Rs. 89,89,00,000/- (Rupees Eighty Nine Crore Eighty Nine Lakhs only) is disputed and denied. It is incorrect to say that the default had occurred on 23rd August, 2018 or on any other date. Upon the above-said contentions, the Corporate Debtor has prayed for dismissal of the application with costs.

6. The Financial Creditor has filed Rejoinder denying the averments in the reply affidavit filed by the Corporate Debtor and reiterated the contentions taken by the applicant in Form No.1. It is further submitted that an application under Section 7 of the IBC, 2016 can be filed by a Member of a consortium bank without the consent of other members and it is perfectly maintainable. Despite demand, the Corporate Debtor has failed to pay to the Financial Creditor an amount of Rs. 89,89,00,000/- (Rupees Eighty Nine Crore Eighty Lakhs only) as on 23rd August, 2018 and further applicable interest under the date of recovery.

7. Mr. Bijitendra Mondal, Deputy General Manager of the Financial Creditor, who has since had full authority to give authorization to file the petition before the Tribunal, the application filed is perfectly maintainable and prays for accepting the contentions raised in the Rejoinder to enable the Financial Creditor to recover its dues from the Corporate Debtor as per the provisions under the Insolvency and Bankruptcy Code, 2016.

8. Heard both sides, perused the records, copy of list of dates, submitted by the Learned Counsel for the Financial Creditor and the citation

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referred on the side of the Corporate Debtor.

9. Availing of various loans to the tune of Rs. 89,65,00,000/- (Rupees Eighty Nine Crore Sixty Five Lakhs only) by executing demand promissory notes and various other loan documents referred to in Form 1 at Part-V has not been disputed at the time of argument. Filing of O.A. No. 204/2015 before the DRT-I, Kolkata under Recovery of Debts Due to Banks and Financial Institutions Act, 1993 by the Financial Creditor along with Joint Lenders Forum claiming the aggregate loan amount sanctioned to the Corporate Debtor to the tune of Rs. 428.52/- Crores also not disputed in the case in hand at the time of argument. The Financial Creditor filed the O.A. along with the members of the Joint Lenders Forum has been decreed as per the contentions raised by the Corporate Debtor in its reply affidavit.

10. It is in the said background, that this application was filed by the Financial Creditor/UCO Bank without the approval of any of the Members of the Joint Lenders Forum. According to the Learned Counsel for the Financial Creditor, the Corporate Debtor has committed default in repayment of loan amount availed from the Financial Creditor and despite demand the Corporate Debtor had failed to repay and the account of the Corporate Debtor classified as Non-Performing Assets as on **06.03.2010** and thereafter the loan was renewed and Credit Limits were enhanced from time to time on the strength of various sanction of financial assistance extended to the Corporate Debtor and that since the Corporate Debtor was irregular in repaying the debt due to the Financial

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Creditor, a Master Restructuring Agreement was entered on 29.05.2012 and thereafter on 26.12.2012 that Master Restructuring Agreement was amended and it was renewed on 03.01.2013 by executing a Pledge Agreement by the Corporate Debtor with the Financial Creditor. On 27.02.2013, the Corporate Debtor issued a letter to the Financial Creditor praying for compliance of the CDR terms and thereby acknowledged and admitted the jural relationship between the Financial Creditor and the Corporate Debtor and thereafter a letter was issued by the Financial Creditor to the Corporate Debtor on 31.12.2013. The Financial Creditor had then issued a demand notice on 27.08.2014. After issuance of demand notice, the Corporate Debtor issued a letter on 19.12.2016 admitting and acknowledging the jural relationship between the parties and also promised to repay bank dues and these letters fall under the purview of Section 18 of the Limitation Act, 1963 and, therefore, the period of Limitation would start in the case in hand from 19.12.2016 and accordingly filing of this application on 31.08.2018 is perfectly maintainable and prays for admission of the application.

11. Ld. Counsel for the Financial Creditor also submits that the applicant has complied with all the requirements to be met under section 7(5) of the Code. IRP's name also seen proposed and Form-2 and written consent also seen produced along with the application.

12. It is contended by the Corporate Debtor in the reply affidavit that the signatory Mr. Bijitendra Mondal, Deputy General Manager of Financial Creditor has no authority or the authorization given is improper

and illegal, and that no special authority to initiate corporate resolution process as against the Corporate Debtor was given and for the said reason this application is liable to be dismissed. However, the documentary evidence produced on the side of the Financial Creditor annexed as Annexure-AA with copy of authorization at page no. 35 and Power of Attorney at page no. 36 clearly prove that Mr. Bijitendra Mondal, Dy. General Manager had given the authority to initiate CIRP process as against the Corporate Debtor. Therefore, the said objection is found devoid of any merit.

13. When this case was argued on the side of the Corporate Debtor, the Ld. Counsel for the Corporate Debtor raised two-fold objections. **Firstly**, he relied upon Paragraph 13 of the Rejoinder filed by the Financial Creditor to the reply affidavit filed by the Corporate Debtor and submitted that the application filed by the Financial Creditor being based on the circular referred to in the Paragraph No. 13 was declared to be non-est by the Hon'ble Supreme Court in the case of ***Dharani Sugars and Chemicals Limited Vs. Union of India & Others reported in (2019) 5 SCC 480***, filing of this application on the basis of the circular is not maintainable. He also would submit that the application was filed not for resolution but for money recovery and therefore liable to be dismissed with cost. To support his said argument, he relied on the relief sought for in the Rejoinder.

14. Secondly, he contends that the list of dates for the purpose of limitation submitted by learned counsel for the Financial Creditor itself is

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self-explanatory that the claim of the Financial Creditor is barred by limitation. He further submits that there is nothing in the record available in the case to prove that Corporate Debtor has given acknowledgement under Section 18 of the Limitation Act, 1963 before the expiration of the prescribed period, for initiating CIRP process as laid down by the Hon'ble Supreme Court in the case of **Jignesh Shah And another v. Union of India And another (2019) 10 SCC 750**.

15. The first objection on the side of the Corporate Debtor is that, the filing of the application being based on the circular, which has been declared to be non-est by the Hon'ble Supreme Court in the judgement ***Dharani Sugars and Chemicals Limited Vs. Union of India & Others*** filing of this application is to be declared as illegal. According to the Ld. Counsel for the Financial Creditor reference to the circular number RBI/2017-18/ 131DBR. No. BP. BC. 101/21. 04. 048/2017-18; dated 12th February, 2018 in the Rejoinder is in addition to the particulars given in FORM-1 under Section 7 of the Code filed along with the application and the application being filed on the basis of FORM-1 as mandated under section 7(1) of the Code with all particulars enclosed in the FORM-1 itself, this application is maintainable. He would submit that the pleadings in the Rejoinder can only be read as an additional pleading and therefore the law laid down in the above cited decision is not attracted in this case.

16. He further submits that the application was filed for resolution of the assets of the Corporate Debtor and not for recovery as attempted to

be established on the side of the Corporate Debtor. The above said submission on the side of the Financial Creditor seems to be devoid of any merit. A reading of the relevant Para in the Rejoinder is self-explanatory. Para 13 & 37 are reproduced hereunder for better understanding.

Para-13 “Further, the Reserve Bank of India vide its circular number RBI/2017-18/131DBR. No. BP. BC. 101/ 21. 04.048/2017-18; dated 12th February, 2018 directed all the lenders including the Schedule Commercial Banks of follow the Revised From work for Resolution of Stressed Assets. **The Financial Creditor has followed the said directives of the Reserve Bank of India and filed the application** before the Hon’ble National Company Law Tribunal for recovery of disbursed loan.”

Para 37- *I humbly pray to the Hon’ble Tribunal to pass the necessary orders for admitting the case taking into consideration the present rejoinder **in order to enable the Financial Creditor to recover its dues** from the Corporate Debtor as per the provisions under the Insolvency and Bankruptcy Code, 2016”.*

17. Can the above said pleadings in the rejoinder is to be ignored in an application of this nature? It appears to me that the pleadings even if additional to the main pleading, shall be read along with the main pleading and, therefore, cannot be ignored. Truly, in an application like the application under consideration raising additional pleading is not at all warranted. It is significant to note here that filing of an application under the Code other than for resolution is prohibited and filing of the application if found with malicious intention, I am bound to impose penalty on the applicant under section 65 of the Code. So the pleading in the Rejoinder being not given up at least at the stage of hearing, it

appears to me that those pleadings in the rejoinder required consideration especially when the Ld. Sr. Counsel for the Corporate Debtor highlighted the said pleading for convincing me as to the conduct of the Financial Creditor.

The relief read above (**Para 37 in the Rejoinder**) indicates that the Financial Creditor wants admission of the application for enabling it to recover its dues and not for resolution. So, I find some force in the submission of the Ld. Sr. Counsel for the Corporate Debtor that the Financial Creditor filed this application intending to have a recovery, rather than a resolution of stressed assets of the Corporate Debtor.

Reading of **Para 13** quoted above also indicates that the Financial Creditor filed this application mainly not on the basis of the alleged default in repayment of the loan, but for the reason of the Circular referred to above. According to the Ld. Sr. Counsel, the law laid down in ***Dharani Sugars and Chemicals Limited Vs Union of India &Others*** is squarely applicable in the case in hand. He took me through Para 72 of the above said judgement which reads as follows:-

“ 72. There is nothing to show that the provisions of Section 45-L(3) have been satisfied in issuing the impugned circular. The impugned circular nowhere says that RBI has had due regard to the conditions in which and the objects for which such institutions have been established, their statutory responsibilities and the effect the business of such financial institutions is likely to have on trends in the money and capital markets. Further, it is clear that the impugned circular applies to banking and non-banking institutions alike, as banking and non-banking institutions are often in a joint lenders' forum which jointly lend sums of the money to debtors. Such non-banking financial institutions are, therefore, inseparable from banking institutions in so far as the application of the impugned circular is concerned. It is very difficult to segregate the non-banking financial institutions from banks so as to make the circular

applicable to them even if it is ultra vires in so far as banks are concerned. For these reasons also, the impugned circular will have to be declared as ultra vires as a whole, and be declared to be of no effect in law. Consequently, all actions taken under the said circular, including actions by which the Insolvency Code has been triggered must fall along with the said circular. As a result, all cases in which debtors have been proceeded against by financial creditors under Section 7 of the Insolvency Code, only because of the operation of the impugned circular will be proceedings which, being faulted at the very inception, are declared to be non-est”.

18. The Hon’ble Supreme Court has clearly observed in the above said paragraph that an action taken on the basis of the impugned circular for triggering insolvency must fail. The circular being declared to be non-est, filing of this application on the basis of the said circular is to be declared as illegal. In view of the above said reasons, I am of the considered view that the first objection as to the maintainability of this application, has some merit.

19. Next objection on the side of the Corporate Debtor is that the claim of the Financial Creditor is barred by limitation. To convince me that filing of this application was within the time, the Ld. Sr. Counsel has prepared a list of dates and submitted to me at the time of hearing. The list of dates as submitted is shown below:-

Sl. No	Date	Events	Reference
1.	05.07.2008	Date of final Sanction for facilitation	Pgs.212 to 238 of the application
2.	06.03.2010	Date on which the account was declared NPA	Pg. 21 of the application
3.	29.05.2012 26.12.2012	Master Restructuring Agreement And Amended Master Restructuring Agreement • Whereby CD has admitted and acknowledged the jural relationship between CD and FC and the Amount outstanding for financial assistance. Pgs. 364, 365,	Pgs. 313 to 414 of the application

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		368,371,373,374 and 376 of the application of the application. <ul style="list-style-type: none"> CD has also proposed payment to FC and other bankers. Pgs. 330 to 334 of the application. 	
4.	03.01.2013	Pledge agreement entered into between interalia FC& CD in which again debt owned by CD to FC is acknowledged. FC is the lead bank of the consortium. Adding all the acknowledged debt show about 89.65 cr. Is outstanding to FC.	Pgs. 35 to 74 of the documents disclosed on 06.11.2019
5.	27.02.2013	Letter from CD to FC for compliance of the CDR terms and thereby acknowledging and admitting the jural relationship between FC and CD	
6.	31.12.2013	Letter from FC to CD declaring that CD existed from CDR mechanism for failure of the CDR package.	Pg. 348 of the reply
7.	27.08.2014	Demand by FC through advocates on CD recalling the facilities for the amount of Rs. 89,67,42,862.13/-	Pgs. 18 to 20 of the documents disclosed on 06.11.2019
8.	09.12.2016 (The correct date of letter is 19.02.2016. Submission that it is typographical mistakes is found true)	Letter from CD to FC admitting and acknowledging the jural relationship between the parties and also promise to repay the bank dues. This letter is both an acknowledgement u/s 18 of the Limitation Act, 1963 as well as promise to pay u/s 25(2) of the Contract Act 1872, therefore, there can be no question of the claim being barred by limitation	Pgs. 11 to 17 of the documents disclosed on 06.11.2019
9.	31.08.2017	CD has started making payments as 5% cut back on account of repayment of the bank debt. Such 5% has been paid by CD as claimed for repayment of bank debt to FC. <ul style="list-style-type: none"> This is an acknowledged in letter dated 17.12.2018 of the CD. This is also an acknowledgement of payment of debt u/s 19 of the Limitation Act 1963. 	Pgs. 37 to 40 of the Reply.
10.	31.08.2018	The present application u/s7 of the Insolvency and Bankruptcy Code, 2016 has been filed.	

20. The attempt on the side of the Ld. Counsel for the Financial Creditor is that, the default had occurred on 06.03.2010 upon classification of the account of the Corporate Debtor as NPA. According to him, by executing a Master Restructuring Agreement on 29.05.2012, the

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period was extended to 29.05.2012 and then to 26.12.2012 by amending the Master Restructuring Agreement by the Corporate Debtor and again it was extended up to 03.01.2013 by executing Pledge Agreement with the Financial Creditor by the Corporate Debtor and still further extended to 27.02.2013 by way of a letter issued by the Corporate Debtor acknowledging and admitting jural relationship between the Financial Creditor and the Corporate Debtor and thereafter, the Financial Creditor issued a letter to the Corporate Debtor declaring that Corporate Debtor exited from CDR mechanism for failure of the CDR, and thereby extended to 31.12.2013 and then to 27.08.2014, when the demand notice was issued by the Financial Creditor, demanding and recalling facilities availed by the Corporate Debtor and it was further extended to 19.12.2016 when the Corporate Debtor had issued a letter acknowledging jural relationship between the parties and also promising to repay the bank dues and that the letter dated 19.12.2016 is an acknowledgement under Section 18 of the Limitation Act, 1963.

21. On a careful reading of the list of date and the supporting documents, it is clear that the dates referred to in serial no. 6 and serial no. 7 are not at all the documents acknowledging the liability covered within the purview of section 18 of the Limitation Act. The letter dated 31.12.2013 is issued by the Financial Creditor and not by the Corporate Debtor admitting its liability. The letter dated 31.12.2013 being a letter issued by the Financial Creditor to the Corporate Debtor cannot extend the period of limitation from 27.02.2013. Similarly, issuance of demand



notice by the Financial Creditor on 27.08.2014 also cannot extend the period of limitation, as alleged.

22. So, the question is whether letter dated 19.12.2016 can be taken as an acknowledgement falls under Section 18 of the Limitation Act. In **Jignesh Shah And Another V. Union of India And Another (2019) 10 SCC 750**, the Hon'ble Supreme Court made it clear that the limitation can only be extended in the manner provided in the limitation Act. It is good to read Para 21 which is reproduced here under:-

Para 21. "The aforesaid judgments correctly hold that a suit for recovery based upon a cause of action that is within limitation cannot in any manner impact the separate and independent remedy of a winding-up proceeding. In law, when time begins to run. It can only be extended in the manner provided in the Limitation Act. For example, an acknowledgement of liability under section 18 of the Limitation Act would certainly extend the limitation period, but a suit for recovery, which is a separate and independent proceeding distinct from the remedy of winding up would, in no manner, impact the limitation within which the winding-up proceeding is to be filed, by somehow keeping the debt alive for the purpose of the winding-up proceeding".

23. Under Section 18 of the Limitation Act, an acknowledgement of the liability is to be executed before the expiry of the prescribed period for initiating CIRP process. It should be in writing and signed by the party. In the letter dated 09.12.2016 though Corporate Debtor admitted the jural relationship between the parties and promised to repay the bank dues it was executed after the expiry of the prescribed period. The last

acknowledgement which could be relied on in the case in hand is dated 27.02.2013.

24. It is now well settled law that Article 137 of Limitation Act is applicable to the applications filed under the provisions of the Code. In **B.K. Educational Services Pvt. Ltd. v. Parag Gupta and Associates, MANU/SC/1160/2018**, the Hon'ble Supreme Court has held that:

"27. The Limitation Act is applicable to applications filed Under Sections 7 and 9 of the Code from the inception of the Code, Article 137 of the Limitation Act gets attracted. "The right to sue", therefore, accrues when a default occurs. If the default has occurred over three years prior to the date of filing of the application, the application would be barred Under Article 137 of the Limitation Act..."

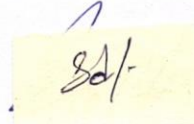
25. Applying Article 137 of the Limitation Act, the right to file the application in the case in hand accrued from 06.03.2010. That being so , the 3 years period starting from 06.03.2010 would expires on 06.03.2013. However, the SL. No. 3rd to 5th documents referred to in the list of dates necessarily falls within the purview of section 18 of the Limitation Act. So according to me, the period of limitation would be extended till 27.02.2013. The document referred to as SL. No 5 and 6 being not a proof of acknowledgement as stated above and the letter dated 19.12.2016 being out dated not fall under section 18 of the Limitation Act. As per the last acknowledgement, the period of limitation would extend till 27.02.2016. So, filing of this application on 31.08.2018 is not in time and, therefore, I have no hesitation in holding that this application is not maintainable as barred by law of limitation.

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26. In view of the law discussed herein with respect to Section 18 of Limitation Act and law laid down in judgments referred herein-before, this application is found not maintainable. Accordingly, the present application of the Financial Creditor is liable to be dismissed.

27. In the result, the Application **CP (IB) No.1233/KB/2018** dismissed. No order as to cost.

28. Certified copy/Free Copy of the order may be issued to all the concerned parties, if applied for, upon compliance with all requisite formalities.



(Jinan K.R.)
Hon'ble Member (J)

Signed on 19th March,2020

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