

**NATIONAL COMPANY LAW APPELLATE TRIBUNAL,
PRINCIPAL BENCH, NEW DELHI
Comp. App. (AT) (Ins.) No. 122 of 2022**

In the matter of:

Ravi Iron Ltd.

....Appellant

Vs.

Jia Lal Kishori Lal & Ors.

...Respondents

For Appellant: Mr. Vipin Garg, Ms. Krishna Goel, Advocates.

For Respondents:

ORDER

(Through Virtual Mode)

08.02.2022: Heard Shri Vipin Garg, Learned Counsel for the Appellant.

2. This Appeal has been filed against the order passed by the Adjudicating Authority (National Company Law Tribunal), New Delhi Bench-V dated 02.12.2021 dismissing the Application filed by the Appellant under Section 9 as barred by time. The Appellant has filed Application under Section 9 claiming as an Operational Creditor claiming for payment of principal amount of Rs. 14,01,320/- with interest upto 31.12.2019. In Part-IV of the Application, the Applicant himself has given the date of default as 10.01.2008. Learned Adjudicating Authority has dismissed the Application as barred by time.

3. Learned Counsel for the Appellant submits that although the date of default was mentioned as 10.01.2008 in the Application under Section 9 but there was District Court Mediation on 16.11.2015 wherein the Respondent accepted their liability and the post-dated cheques issued were also dishonored. Last cheque was dishonored on 31.12.2016. Hence, the Application filed was within time.

4. We have considered the submissions of the Counsel for the Appellant and perused the record.

5. Part-IV of the Application filed under Section 9 has been extracted in Paragraph 5 of the impugned order of the Adjudicating Authority where following is mentioned:-

“Date of default- 10/01/2008 (after 30 days credit period)”

6. When the Application comes with date of default and no other reasons given in the Application or any details for extension of limitation, we see no ground to hold that Application was well within time. The submission of the Counsel for the Appellant is that there was Mediation Order of the Court on 16.11.2015 under which Mediation, post-dated cheques were given. The Mediation which was ordered on 16.11.2015 shall not give any extension of limitation to the Appellant. The purpose of Mediation and post-dated cheques are different and the fact that the cheques were dishonored may give any right to the Appellant to take appropriate proceeding but that shall not give extension of the limitation for the Application under Section 9 of the Code to make it within time.

7. We are of the view that the Application was clearly barred by time and no error has been committed by the Adjudicating Authority rejecting the Application. The Appeal is dismissed.

[Justice Ashok Bhushan]
Chairperson

[Dr. Ashok Kumar Mishra]
Member (Technical)

[Dr. Alok Srivastava]
Member (Technical)

Anjali/nn