

IN THE NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH

C.P. No. 2581/I&BP/2019

Under section 8 &9 of the IBC, 2016

In the matter of

Risa International Limited,

604, Kushal Point, 4th Road, behind Uday
Cinema, Ghatkopar (west), Mumbai – 400
086

.... Petitioner

v/s.

Shirin Exports Private Limited

Shop No. 2, Raj-Umang II Co-op Hsg.
Society Ltd., Shiv Vallabh Road, Rawalpada,
Dahisar (east), Mumbai – 400 068

.... Corporate Debtor

Order delivered on: 14.11.2019

Coram:

Hon'ble Smt. Suchitra Kanuparthi, Member (Judicial)

Hon'ble Shri V. Nallasenapathy, Member (Technical)

For the Petitioner : Mr. Ashok M. Bhatia, Advocate.

For the Corporate Debtor : None present.

Per: Suchitra Kanuparthi, Member (J)

ORDER

1. This company Petition is filed by Risa International Limited (hereinafter called "Petitioner") seeking to set in motion the Corporate Insolvency Resolution Process (CIRP) against Shirin Exports Private Limited (hereinafter called "Corporate Debtor") alleging that the Corporate Debtor committed default on 12.02.2016 in making payment to the extent of Rs. 21,26,160/- including interest @ 24% p.a., by invoking the provisions of Section 8 and 9 of the Insolvency & Bankruptcy Code (hereinafter called "Code") read with Rule 5 and 6 of Insolvency & Bankruptcy (Application to Adjudicating Authority) Rules, 2016.

2. The Petition reveals that the Corporate Debtor approached the Petitioner for the purchase of fabric and after a detailed due diligence with respect to the quality of product in the month of June 2013, the Corporate Debtor placed order for supply of fabric and the Petitioner raised invoices on the Corporate Debtor amounting to Rs. 12,10,950/- on 13.09.2014.

3. Thereafter up to 12.02.2016, the Corporate Debtor has made part-payment and a sum of Rs. 8,98,227/- is due but the Corporate Debtor failed to clear the said outstanding dues. On 01.04.2017 the Corporate Debtor acknowledged outstanding balance in Petitioner's ledger account.

4. On 10.12.2018 the Petitioner issued Demand Notice demanding a sum of Rs. 21,26,160/- including interest @24% p.a. under Section 8 of the Code. The Demand Notice was returned with the remark "Left" on 14.12.2018. Subsequently the Petitioner was allowed to take out substituted services by publication in English and Marathi newspapers and affidavit of services to that effect was filed. However, the Corporate Debtor failed to appear before this Tribunal.

5. During the hearing of the petition on 11.11.2019 the Petitioner has produced the confirmation of balance by the Corporate Debtor wherein the liability is acknowledge by the Corporate Debtor. The Petitioner is enclosed the invoices which were raised wherein the Petitioner is entitled for interest @24% p.a. on the delay in payments. The above discussion clearly shows that there is a clear debt and default as such the Corporate Debtor is liable to pay the amount as claimed by the Petitioner.

6. One Mr. Sunil Kumar Bansal, office at N. S. Phadke Marg, Gundavali, Mumbai – 400 069; having Registration No. IBBI/IPA-001/IP-P01232/2018-19/11928 has given his consent in Form No. 2 to act as an Interim Resolution Professional.

7. This Bench having been satisfied with the application filed by the Operational Creditor which is in compliance of provisions of Section 8 & 9 of the Insolvency & Bankruptcy Code admits this application declaring Moratorium with the directions as mentioned below:

(a) that this bench hereby prohibits the institution of suits or continuation of pending suits or proceedings against the Corporate Debtor including execution of any judgement, decree or other in any court of law; transferring, encumbering, alienating or disposing of by the Corporate Debtor any of its assets or any legal right or beneficial interest therein; 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; the recovery of any property by an owner or lessor where such property is occupied by or in the possession of the Corporate Debtor.

(b) that the supply of essential goods or services to the Corporate Debtor, if continuing, shall not be terminated or suspended or interrupted during moratorium period.

- (c) that the provisions of sub-section (1) of Section 14 shall not apply to such transactions as may be notified by the Central Government in consultation with any financial sector regulator.
- (d) that the order of moratorium shall have effect from 14.11.2019 till the completion of the CIRP or until this Bench approves the resolution plan under sub-section (1) of Section 31 or passes an order for liquidation of Corporate Debtor under section 33, as the case may be.
- (e) that the public announcement of the CIRP shall be made immediately as specified under Section 13 of the Code.
- (f) that this Bench hereby appoints Mr. Sunil Kumar Bansal, office at N. S. Phadke Marg, Gundavali, Mumbai – 400 069; having Registration No. IBBI/IPA-001/IP-P01232/2018-19/11928; having Registration No. IBBI/IPA-001/IP-P01561/2018-19/12406 as Interim Resolution Professional to carry the functions as mentioned under the Code.

8. The Registry is hereby directed to communicate this order to both the parties and to the Interim Resolution Professional immediately.

SD/-

V. Nallasenapathy
Member (Technical)

SD/-

Suchitra Kanuparthi
Member (Judicial)