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**BEFORE THE ADJUDICATING AUTHORITY  
NATIONAL COMPANY LAW TRIBUNAL  
AHMEDABAD BENCH  
AHMEDABAD  
Court 2**

**CP(IB) 70 of 2020**

**Coram: HON'BLE Ms. MANORAMA KUMARI, MEMBER JUDICIAL  
HON'BLE Mr. CHOCKALINGAM THIRUNAVUKKARASU, MEMBER TECHNICAL**

**ATTENDANCE-CUM-ORDER SHEET OF THE HEARING OF AHMEDABAD BENCH  
OF THE NATIONAL COMPANY LAW TRIBUNAL ON 19.02.2021**

Name of the Company: Nuruddin Tajuddin Dhanani  
V/s  
Manpasand Beverages Ltd.

Section 9 of IBC, 2016.

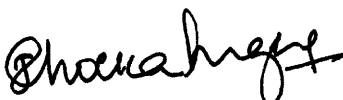
| <u>S.NO.</u> | <u>NAME (CAPITAL LETTERS)</u> | <u>DESIGNATION</u> | <u>REPRESENTATION</u> | <u>SIGNATURE</u> |
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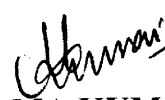
**ORDER  
(through video conferencing)**

None appeared on behalf of parties.

The order is pronounced in the open court vide separate sheet.

  
**CHOCKALINGAM THIRUNAVUKKARASU  
MEMBER TECHNICAL**

Dated this the 19th day of February, 2021

  
**MANORAMA KUMARI  
MEMBER JUDICIAL**

**BEFORE ADJUDICATING AUTHORITY  
NATIONAL COMPANY LAW TRIBUNAL  
AHMEDABAD BENCH  
AHMEDABAD**

**CP (IB) No.70/9/NCLT/AHM/2020**

*(Under Section 9 of the Insolvency and Bankruptcy Code, 2016)*

**In the matter of:**

**Mr. Nuruddin Dhanani**

**Registered Office At:**

Gopal Inwas Opp Moreshwar  
Carnival Cinema, 1<sup>st</sup> Floor  
Pen District, Raigad 402107.

..... Petitioner  
(Operational Creditor)

**Versus**

**1. M/s Manpasand Beverages Ltd.**

**Registered Office At:**

1768 & 1774 PATKI-1, Village  
Manjusar, Tal. Savli, Vadodara,  
Gujarat-391 775, Ahmedabad.

..... Respondent  
(Corporate Debtor)

**2. Union of India**

Through the Secretary  
Ministry of Corporate Affairs  
A Wing Shashtri Bhawan Garage  
No. 14, DR Rajendra Prasad Road  
New Delhi 110001.

Respondent no. 2

**Order delivered on 19.02.2021.**

**Coram:**

**Hon'ble Ms. Manorama Kumari, Member (J)**

**Hon'ble Mr. Chockalingam Thirunavukkarasu, Member (T)**

*Chockalingam*

*Manorama*

**Appearance:**

Advocate, Mr. S M Algaus... for the Petitioner.

Advocate, Mr. Jaimin R Dave... for the Respondent.

**ORDER**

**[Per se: Mr. Chockalingam Thirunavukkarasu, Member (T)]**

1. The present Application is filed under Section 9 read with Rule 6 of the Insolvency and Bankruptcy (Application to the Adjudicating Authority) Code, 2016 (hereinafter referred to as "I & B Code") by the Operational Creditor, through its client, Mr. Nuruddin Tajuddin Dhanani, being authorized signatory, seeking initiation of Corporate Insolvency Resolution Process (hereinafter referred to as "CIRP") in respect of M/s. Manpasand Beverages Ltd. (hereinafter referred to as "Corporate Debtor Company").
2. The Corporate Debtor Company, M/s. Manpasand Beverages Ltd., registered under the Companies Act, 1956 and having its registered office at 1768 & 1774 Patki-1, Village Manjusar, Tal. Savli, Vadodara, Gujarat-391 775, Ahmedabad, CIN: L15549GJ2010PLC063283, date of incorporation is on 17<sup>th</sup> December, 2010.
3. The Nominal Share Capital of the Respondent/Corporate Debtor company is Rs.115,00,00,000/- (Rupees One Hundred Fifteen Crores only) and Paid-Up Share Capital is Rs.114,46,23,960/- (Rupees One Hundred Fourteen Crores

*Chockalingam*

*Jaimin R Dave*

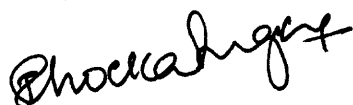
Forty-six Lakhs Twenty-three Thousands Nine Hundred Sixty only).

4. Petitioner/Operational Creditor submitted that as per Part IV of the application in Form 5, the total amount of Rs. 60,72,575/- (Rupees Sixty Lakhs Seventy-Two Thousand Five Hundred Seventy-five Only) is due from the Respondent/Corporate Debtor.
5. M/s Manpasand Beverages Ltd, the Corporate Debtor is a limited Company, engaged in the business of production and sale of fruit juice. It is also India's first listed pureplay beverage company and one of the leading fruit juice manufacturer and sells its beverages under the Trade Mark- Mango Sip, X-Cite, Aprilla, Siznal etc.
6. The Petitioner/Operational Creditor submitted that the Corporate Debtor approached us with the proposal to act as vendor by providing vehicles in order to facilitate the marketing and retailing of the Corporate Debtor's products through their distributors.
7. The Petitioner/Operational Creditor submitted that they acted as a vendor and based on the representations and assurances provided by the Corporate Debtor, provided 33 vehicles for marketing and retailing purposes. A lease agreement dated 20<sup>th</sup> November, 2017 to this effect was signed between both the parties. As per the agreement, the Corporate Debtor was obligated to pay to the Operational Creditor Rs. 23,000/- per vehicle vide cheque on or before the 7<sup>th</sup> of every month as remuneration.

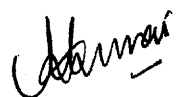
*Shoeka Singh*

*Chhanna*

8. The Petitioner/Operational Creditor stated that the Corporate Debtor has defaulted in making the payment towards the services provided by the Operational Creditor. In spite of issuance of several reminders sent by the Operational Creditor demanding the outstanding payment, to which the Corporate Debtor has not responded or complied with the said demand notice. Finding no alternative, the Operational Creditor was constrained to issue the statutory demand dated 16<sup>th</sup> of September, 2019 under Section 8 of IBC.
9. The Respondent has submitted in his reply that the present petition is not maintainable, inter alia, on the following grounds:
- (i) The Petitioner has failed to produce neither any documents to show that the alleged Demand Notice dated 16.09.2019 has been served upon the Respondent nor any proof indicating dispatch/service.
  - (ii) There is nothing on record to substantiate that M/s. Vis Legis Law Practice or any of its attorneys/partners were authorized by the Petitioner herein to issue the alleged Demand Notice dated 16.09.2019. Further, it is submitted that even the vakalatnama produced at Page nos. 16 and 17 of the present application, appointing and authorising M/s. Vis Legis Law Practice to represent, appear and act on behalf of the Operational Creditor is dated 10.12.2019, i.e subsequent to the date of issuance of the alleged Demand Notice dated 16.09.2019.



- (iii) The Petitioner has failed to produce a statement of bank account where deposits are made or credits received normally by the Petitioner herein in respect of the debt of the Respondent in accordance with the requirement stipulated under Column No. 7 in Part-V of the Form-5 application.
- (iv) The agreement dated 20.11.2017, which was made for Brand Promotion of Rented Vehicle between the parties, does not bear the stamp and/or signature of any authorised personnel of the Respondent. The agreement does not even specify the name of any person signing such agreement on behalf of the Respondent.
- (v) The Respondent has verified the details of the vehicles listed at Page No. 29 of the present application from <https://vahan.nic.in/nrservices/faces/user/searchstatus.xhtml> and it has come to the knowledge that with respect of 4 vehicles listed at Sr. Nos. 17, 31, 32 and 33, no detail of such vehicles are found. Thus, this fact itself indicates that such vehicles are not even in existence which are alleged to be provided on lease/rent by the Petitioner herein to the Respondent. Moreover, with respect to the remaining vehicles listed at Page No. 29 of the present application, it is submitted that all those remaining vehicles are registered in the name of one, M/s R.N Enterprises. (A copy of the RC Status of the vehicle number MH 06 BG 3052 is marked and annexed with the application as Annexure-G). However, there is not a single document to indicate



any relation between M/s. R. N. Enterprises and the Petitioner herein i.e Mr. Nuruddin Dhanani.

(vi) There is not a single document such as an entry book, log book, register or any other valid documents worth a name to suggest that the Respondent has received and/or used such vehicles on rent as alleged by the Petitioner.

(vii) The Petitioner herein has charged GST at the rate of 18% on each of the alleged invoices, however, no GST registration details are mentioned on the alleged invoices. Moreover, there is nothing on record to show that the Petitioner herein has obtained GST registration in accordance with the relevant provisions of the *Central Goods and Services Tax Act, 2017*.

10. Heard the advocates for both the parties and perused the documents placed on record.

11. The lease agreement dated 20.11.2017 was signed between both the parties which has been annexed at page no. 27 along with the application. On going through the agreement, it is noted that this agreement was not on stamp paper. The name and designation of the person who has entered into this agreement on behalf of Corporate Debtor has also not been mentioned. There is no witness to the agreement.

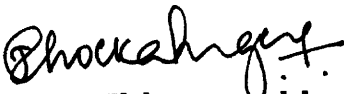
12. The invoices, which are attached with the application, it is noted that all the invoices are unsigned. The address of the Corporate Debtor has not been mentioned in all the invoices. GST is claimed in the invoice, whereas, GST registration

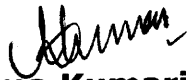
*Shacka Inger*

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number has been given. No vehicle number or trip sheet or service entry sheet or log book or any other document is attached with the application to show that the Corporate Debtor has availed the services.

13. For the reasons stated above and in view of Petitioner has not been able to substantiate his claim that the Respondent/Corporate Debtor has availed the services provided by the petitioner with supporting documents, this Adjudicating Authority is of the view that the instant petition does not qualify for admission under Section 9 of the IB Code and therefore, the same is rejected with no order as to costs.
14. It is made clear that observation made in this order shall not be construed as an expression of opinion on the merits of the controversy. The rights of the Petitioner before any other forum shall not be prejudiced on account of dismissal of the instant petition.
15. Registry is directed to communicate this order to both parties.

  
**Chockalingam Thirunavukkarasu**  
**Adjudicating Authority &**  
**Member (Technical)**

  
**Manorama Kumari**  
**Adjudicating Authority &**  
**Member (Judicial)**

SAPNA