**IN THE NATIONAL COMPANY LAW TRIBUNAL, MUMBAI BENCH**

**COURT – IV**

**C.P. (IB) No. 795/MB/2024**

*[Under Section 7 of the Insolvency and Bankruptcy Code, 2016]*

Lavesh Finance Limited

**…Financial Creditor**

*V/s.*

M/s. Enki Glass Industry Private Limited

**…Corporate Debtor**

**Pronounced: 23.11.2026**

***CORAM:***

**SHRI ANIL RAJ CHELLAN**
**HON'BLE MEMBER (TECHNICAL)**

**SHRI K.R. SAJI KUMAR**
**HON'BLE MEMBER (JUDICIAL)**

***Appearances :*** ***Hybrid***

For Applicant : Adv. Shadab Jan a/w Adv. Nikhil Rajani and Adv. Mrunalini Deshpande i/b V. Deshpande & Co.

For Respondent : Adv. Aayush Kothari i/b Mr. Dani

**ORDER**

**1.** The present Company Petition has been filed by Lavesh Finance Limited (Financial Creditor), under Section 7 of the Insolvency and Bankruptcy Code, 2016 (Code/IBC), against Enki Glass Industry Private Limited (Corporate Debtor) for initiating the Corporate Insolvency Resolution Process (CIRP) against the Corporate Debtor on account of default in repayment of financial assistance extended by the Financial Creditor.

## 2. BACKGROUND

2.1 The Financial Creditor has stated that an amount of Rs.18,73,24,353.19/- was due and payable by the Corporate Debtor towards the credit facilities as on 15.03.2024. The date of default is stated to be 31.01.2024, and the Company Petition was filed on 04.04.2024.

2.2 This Tribunal had earlier disposed of the Company Petition *vide* order dated 11.02.2025, in view of the settlement arrived at between the parties and the withdrawal of the Company Petition by the Financial Creditor. However, the Corporate Debtor subsequently committed default in payment of the instalments stipulated under the Consent Terms.

2.3 In view of the subsequent default, the Financial Creditor filed Restoration Application No. 45 of 2025, seeking restoration of the Company Petition. This Tribunal, *vide* order dated 12.08.2025, allowed the said Restoration Application and restored the Company Petition.

## 3. SUBMISSIONS BY FINANCIAL CREDITOR

3.1. The Financial Creditor submits that the Corporate Debtor had initially approached the Financial Creditor in May 2008 for sanction of Cash Credit and Term Loan facilities. Subsequently, from 2008 to 2020, the Financial Creditor renewed, reviewed, and enhanced various credit facilities from time to time. The Corporate Debtor also received additional Term Loan facilities and non-funded facilities, including Bank Guarantee limits, packing credit, and post-shipment limits, pursuant to various sanction letters.

3.2. It is submitted that the aforesaid credit facilities were secured by a mortgage over the fixed assets of the Corporate Debtor and by hypothecation of its movable assets, including stocks, dies and machinery. However, despite availing the said facilities, the Corporate

Debtor failed to adhere to the repayment obligations in accordance with the sanctioned terms.

3.3. The Financial Creditor further submits that, owing to the defaults committed by the Corporate Debtor, the loan account was classified as a Non-Performing Asset (NPA). The lead bank of the consortium, namely Janseva Sahakari Bank Ltd., had classified the loan account as a Non-Performing Asset on 30.06.2013. Thereafter, a notice under Section 13(2) of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest (SARFAESI) Act, 2002 (SARFAESI Act) was issued on 06.11.2013, calling upon the Corporate Debtor to repay the outstanding dues within the stipulated period.

3.4. It is further submitted that the consortium of banks subsequently restructured the debt of the Corporate Debtor by executing a Restructuring Agreement dated 31.03.2015. Under the said Agreement, the Working Capital Term Loan was converted into a Funded Interest Term Loan, and a revised schedule was stipulated for repayment of the Term Loan and Working Capital Facility in 72 monthly instalments. As a party to the said Agreement, the Corporate Debtor was bound by the revised repayment schedule but failed to discharge its repayment obligations.

3.5. The Financial Creditor submits that the Corporate Debtor made its last payment on 10.10.2019, whereas the principal and interest payments due on 27.11.2019 and 30.11.2019, respectively, remained unpaid.

3.6. With regard to limitation, the Financial Creditor submits that the Application under Section 7 of the Code was filed on 04.04.2024. It is contended that, while computing the period of limitation, the period from 15.03.2020 to 28.02.2022 is required to be excluded in terms of the orders passed by the Hon’ble Supreme Court for exclusion of limitation in the aftermath of COVID-19 Pandemic. After giving effect to the said

exclusion, the Application is stated to be within the prescribed period of limitation.

3.7. The Financial Creditor further relies upon the letter dated 12.12.2024 issued by the Corporate Debtor, whereby the Corporate Debtor, citing financial difficulties arising from the COVID-19 pandemic and a consequent accumulation of dues, proposed a One-Time Settlement of Rs. 2 Crore towards full and final settlement of its outstanding liability. The Financial Creditor submits that the said proposal constitutes an acknowledgment of the subsisting debt and the liability of the Corporate Debtor. The Financial Creditor, however, rejected the proposal by its letter dated 18.12.2024.

3.8. It is further submitted that the parties subsequently entered into Consent Terms dated 09.02.2025, under which the Corporate Debtor agreed to pay a settlement amount of Rs. 3.10 Crore in the manner stipulated therein. However, the Corporate Debtor failed to honour the payment obligations under the Consent Terms.

## 4. SUBMISSIONS BY CORPORATE DEBTOR

4.1 Although the Corporate Debtor was represented by a Counsel, and was heard, no written reply was filed by it.

## 5. ANALYSIS AND FINDINGS

5.1. Heard the Learned Counsel appearing for the Financial Creditor and the Corporate Debtor. Perused the pleadings, the additional affidavit filed by the Financial Creditor, and the documents placed on record.

5.2. The material placed on record indicates that the Corporate Debtor availed various credit facilities from the Financial Creditor over a period of time. It included Cash Credit and Term Loan facilities, which were subsequently renewed, enhanced and supplemented by additional funded and non-funded facilities. The execution of the relevant sanction documents and

the subsequent Restructuring Agreement dated 31.03.2015 indicate that the credit facilities were extended to the Corporate Debtor and that repayment obligations arose therefrom.

5.3. The Financial Creditor has specifically stated that the Corporate Debtor made its last payment on 10.10.2019 and thereafter failed to pay the principal amount due on 27.11.2019 and the interest due on 30.11.2019. These defaults are relied upon as evidence of the Corporate Debtor's failure to discharge its financial obligations. The repayment schedule and the particulars of the unpaid instalments, read with the Restructuring Agreement, support the Financial Creditor's contention that the Corporate Debtor failed to repay the financial debt in accordance with the agreed terms.

5.4. The Financial Creditor has also referred to the classification of the loan account as an NPA and the initiation of proceedings under Section 13(2) of the SARFAESI Act. These proceedings indicate that repayment defaults had arisen in relation to the credit facilities. The determination of default under Section 7 must be based on the date on which the debt, or any part thereof, became due and payable and remained unpaid.

5.5. We further note that the additional affidavit refers to 30.06.2013 as the date of NPA classification. The Financial Creditor has specifically relied upon the non-payment of instalments under the restructured repayment schedule, including the amounts falling due in November 2019. Accordingly, the limitation analysis must be undertaken with reference to the legally relevant date of default and the applicable statutory principles, rather than solely on the basis of the earlier NPA classification.

5.6. As regards limitation, the Company Petition was filed on 04.04.2024. The Financial Creditor relies upon the orders passed by the Hon'ble Supreme Court in In *Re: Cognizance for Extension of Limitation,* [(2022) 3 SCC 117], for exclusion of the period from 15.03.2020 to 28.02.2022. The said orders directed exclusion of the prescribed period for computing limitation

in proceedings covered thereby. Upon applying the exclusion to the period of limitation, the Company Petition, founded upon the defaults asserted to have occurred in November 2019, falls within the prescribed period of three years. We, therefore, find that the Company Petition is not barred by limitation on the basis of the default dates relied upon by the Financial Creditor, subject to the correctness of the underlying account and repayment records.

5.7. The subsequent correspondence between the parties also requires consideration. By its letter dated 12.12.2024, the Corporate Debtor proposed a One-Time Settlement of Rs. 2 Crore towards full and final settlement of the outstanding dues. The Financial Creditor rejected the proposal by its letter dated 18.12.2024. The settlement proposal is a relevant circumstance indicating that the parties continued to engage with regard to the outstanding liability.

5.8. The Financial Creditor has further relied upon the Consent Terms dated 09.02.2025, under which the Corporate Debtor agreed to pay a settlement amount of Rs. 3.10 Crore but failed to comply with the stipulated payment schedule. The said Consent Terms are subsequent to the filing of the Company Petition and, therefore, constitute part of the subsequent history of the dispute.

5.9. In view of the foregoing discussion, we find that the material on record establishes that the Corporate Debtor availed financial facilities from the Financial Creditor, that the repayment obligations were restructured under the Agreement dated 31.03.2015, and that the Corporate Debtor failed to comply with the repayment schedule, including the payment obligations falling due in November 2019. The Financial Creditor has also demonstrated that the Company Petition was filed within the applicable period of limitation after giving effect to the exclusion directed by the Hon'ble Supreme Court. The subsequent settlement proposal and Consent Terms further form part of the factual background, although they

are not treated as independently determining limitation as on the date of filing.

5.10. The Financial Creditor has thus successfully established the existence of debt and default on the part of the Corporate Debtor. Therefore, we find it to be a fit case for admission under Section 7 of the Code.

5.11. The Financial Creditor has suggested the name of Mr. Fanendra Harakchand Munot, having Registration No.: IBBI/IPA-001/IP-P00515/2017-18/10916, for appointment as the Interim Resolution Professional (IRP), as per Part III of the Application. It is however noticed that Mr. Munot's Authorisation for Assignment is invalid, with no subsequent renewal. We, therefore, deem it fit to appoint a new Insolvency Resolution Professional.

## ORDER

6. The above **Company Petition No. (IB) 795/(MB)/2024** is hereby **admitted,** and initiation of the Corporate Insolvency Resolution Process (CIRP) is ordered in respect of **Enki Glass Industry Private Limited**.

We further declare moratorium under Section 14 of the IBC with consequential directions as mentioned below:

I. We prohibit:

a) the institution of suits or continuation of pending suits or proceedings against the Corporate Debtor, including the 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 SARFAESI Act, and

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.

II. That the supply of essential goods or services to the Corporate Debtor, if continuing, shall not be terminated or suspended or interrupted during the moratorium period.

III. That the order of moratorium shall have effect from the date of this order till the completion of the CIRP or until this Tribunal approves the resolution plan under Section 31(1) of the IBC or passes an order for the liquidation of the Corporate Debtor under Section 33 thereof, as the case may be.

IV. That the public announcement of the CIRP shall be made immediately as specified under Section 13 of the IBC read with Regulation 6 of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016.

V. This Bench hereby appoints **Mr. Rajkumar Feru Gupta** having Registration No. IBBI/IPA-001/IP-P-02103/2020-2021/13247, as the Interim Resolution Professional (IRP), e-mail ID **rf.gupta86@gmail.com** having valid Authorisation for Assignment up to 30.06.2027 as the IRP to carry out the functions under the IBC.

VI. That the fee payable to IRP/RP shall be in accordance with such Regulations/Circulars/ Directions as may be issued by the IBBI.

VII. That during the CIRP Period, the management of the Corporate Debtor shall vest in the IRP or, as the case may be, the RP in terms of Section 17 or Section 25, as the case may be, of the IBC. The officers and managers of the Corporate Debtor are directed to provide effective assistance to the IRP as and when he takes charge of the assets and management of the Corporate Debtor. The officers and managers of the Corporate Debtor shall provide all documents in their possession and furnish all information in their knowledge to the IRP/RP within a period of one week from the date of receipt of this Order and shall not commit any offence punishable under Chapter VII of Part II of the IBC. Coercive steps will follow against them under the provisions of the IBC

read with Rule 11 of the National Company Law Tribunal Rules, 2016 (NCLT Rules) for any violation of law.

VIII. That the IRP/IP shall submit to this Tribunal periodical reports with regard to the progress of the CIRP in respect of the Corporate Debtor.

IX. In exercise of the powers under Rule 11 of the NCLT Rules, the Financial Creditor is directed to deposit a sum of Rs.5,00,000/- (Five Lakh Rupees) with the IRP to meet the initial CIRP cost arising out of issuing public notice and inviting claims, etc. The amount so deposited shall be interim finance and paid back to the Financial Creditor on priority upon the funds becoming available with IRP/RP from the Committee of Creditors (CoC). The expenses incurred by IRP out of this fund are subject to approval by the CoC.

X. A copy of this Order be sent to the Registrar of Companies, Maharashtra, Mumbai for updating the Master Data of the Corporate Debtor.

XI. A copy of the Order shall also be forwarded to the IBBI for record; dissemination on their website; and for maintaining data.

XII. The Registry is directed to immediately communicate this Order to the Financial Creditor, the Corporate Debtor and the IRP by way of Speed Post, e-mail and WhatsApp.

XIII. Compliance report of the order by Designated Registrar is to be submitted today.

7. The Registry is hereby directed to communicate this Order to both the parties and to IRP immediately.

8. Large pendency of matters in the Court has caused the delay in not passing the Admission Order within the period stipulated under the second proviso to Sub-section (5) of Section 7 of the IBC.

Sd/-

**ANIL RAJ CHELLAN**

**MEMBER (TECHNICAL)**

*Siddhi, LRA*

Sd/-

**K. R. SAJI KUMAR**

**MEMBER (JUDICIAL)**