

**IN THE NATIONAL COMPANY LAW TRIBUNAL
KOLKATA BENCH (Court-I)
KOLKATA**

C.P. (IB)/1781(KB)2019

An application under Section 7 of the Insolvency and Bankruptcy Code, 2016;

In the matter of:

Drolia Agencies Private Limited

.....Financial Creditor

-Versus-

In the matter of:

HS Mercantile Private Limited

.....Corporate Debtor

Date of Pronouncement: 13/12/2024

Coram:

Smt. Bidisha Banerjee : **Member (Judicial)**

Shri Balraj Joshi : **Member (Technical)**

Appearances (via video conferencing/physically)

Mr. Subodh Kr. Agrawal, CA : For Applicant

Ms. Pooja Agrawal, Adv.

Mr. Patita Paban Bishwal, Adv. : For Respondent

Mr. Ritesh Agarwal, Adv.

Ms. Sohini Dey, Adv.

ORDER

Per: Bidisha Banerjee, Member (Judicial)

1. The Court convened through hybrid mode.
2. We have heard the Learned Counsels/professionals for both the sides.
3. It is evident from the records that this Tribunal vide its order dated 29.04.2022 had dismissed this CP having noted as under:

6. Submissions by the Ld. Authorised Representative appearing on behalf of the Corporate Debtor.

6.1 The instant petition is aimed at arm twisting the Corporate Debtor to pay a non-existent debt which is unenforceable under law.

6.2 The Debt is time barred on the ground that the ICD was granted by the Subh Chintak Commotrade Private Limited in the year 2009 and the default was in the year 2010 for the First time. Therefore, admittedly the right to apply accrued for the first time in the year 2010 but no application was made by the Applicant. Afterwards the Applicant has made an averment that a notice u/s 433/434 of companies Act, 1956 was issued on 04 April, 2016, prima facie which is beyond the period of limitation and it is settled law and has been held in catena of judgments that mere issuance of Legal Notice after the expiry of limitation will not rise to fresh limitation period. Moreover, no acknowledgement was made by the Corporate Debtor within the period of limitation.

6.3 Subh Chintak Commotrade Private Limited was in the trade of textile materials and has given advance to the Corporate Debtor in 2009 for supply of textile materials. Invoices were also raised by the Corporate Debtor against the supply of such materials. Since, there was a delay in supply of material by the Corporate Debtor, the dispute was settled against the supply of textile material on 01 April, 2016.

6.4 No loan agreement, receipt, promissory note or any other documents in support of the alleged ICD has been filed by the Financial Creditor.

6.5 The Financial Creditor has approached this Adjudicating Authority with unclean hands and mala fide intentions as no notice dated 04 April, 2016 under section 433/434 of companies Act, 1956 was ever sent to the Corporate Debtor and the said notice was sent to the Corporate Debtor on 07 May, 2016 which can be seen from a bare perusal of Annexure 9 filed along with present petition. It is submitted here that the notice under section 433/434 of companies Act, 1956 is backdated document.

7. Submissions by the Financial Creditor in their Supplementary Affidavit.

7.1 The Financial Creditor is a Non-Banking Financial Company

7.2 Further, TDS was deducted by the Corporate Debtor at the interest rate of 9% and the same is reflecting on 26AS, which forms a part of the Petition at page 55-72. On many occasions confirmation of account for the Financial Year 2009-10, 2010-11, 2011-12, 2012-13, 2013-14, 2014-15, 2015-16, 2016-17 and 2017-18 was done by the Corporate Debtor.

7.3 Calculation of the loan amount including interest is same as the amount reflected in the Financial Statement of the Corporate Debtor for the year ending on 2016-17 i.e.. Rs.74,82,590/- under the heading 'Long Term Borrowings.

Analysis and Findings

8. *We have heard the Ld. Counsel appearing on behalf of the Financial Creditor and the Ld. Authroised Representative appearing on behalf of the Corporate Debtor.*

9. *Upon perusal it is apparent that there exists no documentation governing underlying arrangement between the parties, which leaves us unsatisfied regarding existence of financial relationship between the parties. The sole reliance has been placed on the TDS Certificate under section 298 of the Income Tax Act, which is not sufficient to conclude that the transaction in question is a "Financial Debt".*

10. *Further, the transaction in question pertains to the year 2009 i.e. 07 November, 2009 and the so-called acknowledgement as stated by the Financial Creditor, is of the Financial Year 2016-2017, which is beyond the limitation period. It is also pertinent to mention that there has been no direct acknowledgment.*

11. *On failure of the Financial Creditor to satisfy this Adjudicating Authority of the existing debt and default by the Corporate Debtor, C.P (IB) No. 1781/KB/2019 stands dismissed. The Financial Creditor is, however, at liberty to pursue other available remedies under law.*

12. *A certified copy of this order may be issued, if applied for, upon compliance with all requisite formalities.*

13. *Files be consigned to record.*

4. Aggrieved with the dismissal, the petitioner assailed the order before Hon'ble NCLAT. On 7.12.2023, the Hon'ble NCLAT remanded the matter back to this Tribunal having recorded as under:

4. Pursuant to the aforesaid order, Respondent filed the Additional Affidavit which is noticed and recorded in the order dated 27.09.2023 which is reproduced as under :-

"Pursuant to our order dated 19.07.2023, additional affidavit of Bijendra Prasad Mishra, authorised signatory of HS Mercantile Ltd. along with document has been filed.

Counsel for the Respondent has contended that the application filed by the Appellant under Section 7 of the Code was barred by limitation because the Appellant is not recorded as a creditor in the balance sheet for the year 2017. He relies upon a certificate issued

by CA Firm, namely, Pratap Singh Surana & Co. as per which the unsecured sundry advances does not belongs to M/s Subhchintak Commotrade Pvt. Ltd.

On the other hand, Counsel for the Appellant has argued that in the balance sheet of the year 2013, the Appellant has been recorded categorically as a creditor and the said entry is continuing thereafter.

Counsel for the Appellant prays for an adjournment to file counter affidavit. Let the counter affidavit be filed on or before the next date of hearing with advance copy to the Respondent. List again on 09th November, 2023."

5. Since, the issue of limitation is a preliminary issue because if the petition is barred by limitation then the Court is not required to go to the merit of the case, therefore, in defence the Respondent has placed on record, along with the Additional Affidavit, a certificate of CA Firm, namely, Pratap Singh Surana & Co. which read as under:-


PRATAP SINGH SURANA & CO.
 CHARTERED ACCOUNTANTS

Annexure-AA-10 154
 5 & 6, FANCY LANE
 6th FLOOR, DALHOUSIE
 KOLKATA - 700 001
Email: p.s.surana@pratapandco.com

TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s. H. S. Mercantile Limited received Rs.5000000/- (Rupees fifty lacs only) on 07.11.2009 from M/s Subhchintak Commotrade Pvt. Ltd. through Bank as an advance against Textile goods to be supplied to them. Since the supply of the goods was delayed, so M/s. H. S. Mercantile Limited. the company provided for interest upto 31.03.2016 and on 01/04/2016 supplied textile goods equivalent to the advance received and the interest provided for in their books of accounts as per the below invoice numbers mentioned, which were duly received via invoice/challan numbers mentioned below by them. A copy of confirmation of accounts had been received by the company on dated 04/04/2016 stating the balance of M/s Subhchintak Commotrade Pvt. Ltd. is zero.

Date	Invoice no	Challan no	Amount
01/04/2016	HSML/SCCPL/01	SCCPL/01	524682.00
01/04/2016	HSML/SCCPL/02	SCCPL/02	566506.40
01/04/2016	HSML/SCCPL/03	SCCPL/03	592800.00
01/04/2016	HSML/SCCPL/04	SCCPL/04	531000.00
01/04/2016	HSML/SCCPL/05	SCCPL/05	548730.00
01/04/2016	HSML/SCCPL/06	SCCPL/06	838640.00
01/04/2016	HSML/SCCPL/07	SCCPL/07	731815.00
01/04/2016	HSML/SCCPL/08	SCCPL/08	724000.00
01/04/2016	HSML/SCCPL/09	SCCPL/09	447287.00
01/04/2016	HSML/SCCPL/10	SCCPL/10	631201.00
01/04/2016	HSML/SCCPL/11	SCCPL/11	630459.60
01/04/2016	HSML/SCCPL/12	SCCPL/12	469125.00
COOLIE			3274.00
CARATGE			
TOTAL			7239520.00

TO WHOME IT MAY CONCERN

This is to certify that as per Information and Explanation given to us, we have observed in the M/s. H. S. Mercantile Ltd. accounts for 31.03.2017 ending that there is "Unsecured Sundry Advances" amounting to Rs.7482590.63. Such Unsecured Sundry Advances comprises of the Balance of M/s. E C Bose & Co. (P) Ltd, and Mr. Rajeev Kumar Goenka as on 31.03.2017 only.

We further confirm that Balance of M/s. Subhchintak Commotrade Pvt. Ltd. as on 31.03.2017 is zero.

For PRATAP SINGH SURANA & CO.
Chartered Accountants
(Firm Registration No.321007E)

6. According to the Respondent the amount which is shown in the Balance Sheet for the year 2016-17 as unsecured Sundry Advances does not belong to the Appellant. This Additional Affidavit has been contested by the Appellant by filing the counter.

7. We have heard Counsel for the Parties and after examining the aforesaid record, we are of the considered opinion that it would be just and expedient if the entire record is again considered by the Tribunal, to record a firm finding of the fact, about the issue of limitation. In case it is held by the Tribunal that the money belonging to the Appellant is not part of Sundry Advances reflected in non-current liabilities of long-term borrowing in the balance sheet of 31.03.2017 and the petition has been filed in the year 2020 then it would be barred by limitation but it is found that the Sundry Advances belongs to the Appellant then the matter shall be altogether different.

8. Thus, with these observations, the Impugned Order is hereby set aside. The matter is remanded back to the Learned Tribunal to decide the issue of limitation again after affording opportunity to both the parties to lead evidences in that regard, if any. The Parties are directed to appear before the Learned Tribunal on 20th December, 2023.

9. It is made clear that we have not made any observation on the merit of the case, much less about the issue of limitation which has been kept open to be decided by the Tribunal.

5. The matter was thus heard at length and arguments were advanced by both the sides on the issue of limitation.
6. The petitioner while placing an additional affidavit would contend that;-
 - i. The Financial Creditor is Non-Banking Financial Institution (NBFC) Company.
 - ii. That the TDS was deducted by the Corporate Debtor at the Interest rate of 9% and the same is reflected in 26 AS which form part of the Application in Annexure 7 (page 55-72)
 - iii. That the Corporate Debtor had given the Confirmation of Account for FY 2009-10, 2010-11, 2011-12, 2012-13, 2014-15,

2015-16, 2016-17 and 2017-18. Copy of the Confirmation of Account is annexed as Annexure-B.

iv. That the Calculation of loan amount of the Corporate Debtor including the interest amount is matching with the amount reflected in the Financial Statement of 2016-17 i.e. Rs. 74,82,590/- under the head Long Term Borrowings. Copy of the Financial Statement for the FY 2016-17 form part of the Application in Annexure 8 (73-98).

7. Annexure B to the said affidavit evinces confirmation of Accounts by Drolia Agencies as under:

H S Mercantile Ltd.
204 & 208, Mahatma Gandhi Road
Kolkata 700 007

SUBH CHINTAK COMMOTRDE PRIVATE LTD
Ledger Account
3rd Floor RN 43, 63, Radha Bazar Street
China Bazar, Kolkata - 700 001

1-Apr-2016 to 31-Mar-2017

Date	Particulars	Vch Type	Vch No.	Debit	Page 1 Credit
1-4-2016	Dr Opening Balance				72,39,520.00
	Cr Closing Balance			72,39,520.00	
				<u>72,39,520.00</u>	<u>72,39,520.00</u>

8. As per the liberty granted by NCLAT, the Respondent has filed a supplementary affidavit, disclosing certificates dated 08.08.2023 and 24.08.2023 issued by their Chartered Accountant Pratap Singh Surana & Co (Annexure A-4 & It is the content at A-5 Pages 35 and 36 of the supplementary affidavit).

8.1 It is the contention of the respondent that:-

- i. As per the aforesaid certificates issued by the Chartered Accountant of the Respondent, the balance of the Petitioner Company M/s Subh Chintak Commotrde Pvt Ltd. (now known as Drolia Agencies Pvt Ltd) is zero as on [31.03.2017](#).
- ii. That on 01.04.2016, textile goods equivalent to the advance received and the interest provided in the books of account of the () Respondent were duly supplied to the Petitioner.

- iii. Thereafter a confirmation of the account was also received by the Petitioner on 04.04.2016 from M/s Subh Chintak Commotrade Pvt. Ltd. stating that their balance in the books (N) Further, of the Respondent is zero.
- iv. Further, that in the balance sheet of the year ending 31.03.2017, the unsecured Sundry advances amounting to Rs.74,82,590.63/- belong to some other creditors namely M/s EC Bose and Company (P) Ltd and Mr. Rajeev Kumar Goenka.
- v. It is the clear from the certificates produced by the Respondent of their chartered accountant that in the financial year ending 31.03.2017 there was no dues of the Petitioner M/s Subh Chintak Commotrade Pvt Ltd. (now known as Drolia Agencies Pvt Ltd).

8.2. It is also their contention that the Respondent received a sum of Rs.50,00,000/- from M/s Subh Chintak Commotrade Pvt Ltd. on 07.11.2009 towards the advance of textile goods to be supplied to them. However, the supply of the goods was delayed due to certain quality issues. The Respondent duly provided for interest up to 31.03.2016 on the aforesaid advance of Rs.50,00,000/- As per the balance sheet of the Respondent ending on 31.03.2016, a total sum of Rs. 72,39,520.00 was payable to the Petitioner by the Respondent. Subsequently, on 01.04.2016 the goods were duly supplied to the Petitioner by the Respondent through 12 different invoices and the goods were duly received by the Petitioner (Annexure R-1, Pg-11-34 of the reply of the Respondent). In this regard, a confirmation of account dated 04.04.2016 was also received by the Respondent from the Petitioner according to which on 04.04.2016 balance of the Petitioner in the books of the Respondent for the year 2016-17 was zero (Annexure R-2, Pg-35 of the reply of the Respondent).

8.3. It is urged that the Petitioner has filed a calculation chart in the present petition according to which for the financial year 2015-16 the total amount due against the Respondent was Rs72,39,250/-. Further, as per the said calculation sheet the amount due in the financial year 2016-17 is Rs.76,89,250/-(Pg-65 of the Petition). As per the balance sheet of the Respondent for the FY 2016- 17 (Pg-84 of the Petition) it has been

mentioned that the amount of Sundry advances as on 31.03.2017 are Rs.74,82,590.63/- (Pg-92 of the Petition) which are not the dues of the Petitioner but pertaining to some other party and the same has been affirmed by the certificates issued by the CA of the Respondent. Thus, as per the calculation of the Petitioner himself the amount of Rs.76,89,250/- was their dues whereas the amount of sundry advances in the books of the Respondent on the year ending 31.03.2017 was Rs.74,82,590.63/- which was much less than the amount claimed by the Petitioner, therefore, the amount as claimed by the Petitioner in the calculation sheet was baseless and there were no dues of the Petitioner to be payable by the Respondent in the FY 2016-17.

8.4. The Petitioner filed the present petition in October 2019 and according to their submission the present petition is within limitation as per the acknowledgment of dues in the balance sheet of the Respondent for the year ending 31.03.2017. However, it has been clearly established by the Respondent that the amount of unsecured Sundry advances shown in the books of the Respondent for the FY 2016-17 does not belong to the Petitioner and therefore the Petition filed by the Petitioner is beyond 3 years from the date of filing and is liable to be dismissed on the ground of limitation.

8.5. That the case of the Petitioner could at best be considered for the financial year 2015-16 ending on 31.03.2016 where the amount of the Petitioner was reflected in the balance sheet of the respondent. But from 31.03.2016 the limitation for filing the section 7 petition was ending on 01.04.2019 whereas the petition was filed in October 2019 which is hopelessly barred by limitation. That the balance sheet of the FY 2016-17 cannot be considered for extending the limitation in favour of the Petitioner as there was no dues payable to the Petitioner by the Respondent as per the balance sheet of the FY 2016-17 ending on 31.03.2017.

8.6. That the Petitioner with their mala fide intention to make out a false case against the Respondent had issued a false notice U/s 433/434 of the Companies Act demanding a sum of Rs.72,39,520/- from the Respondent

knowing fully well that on 01.04.2016 the aforesaid dues were fully settled by supply of material to the Petitioner by the Respondent and confirmation of account was also issued to the Respondent by the Petitioner. The malafide of the Petitioner is reflected from the fact that the alleged notice dated 04.04.2016 was sent by speed post to the Respondent on 17.05.2016 i.e., after more than one and half months from the date of the alleged notice (Pg-99 of the petition).

8.7. While refuting that the contention of the Petitioner that the amount of Rs.50,00,000/- was given as a loan to the Respondent as baseless. It is averred that the Petitioner has not produced any loan agreement, receipt or any other document in support of their contention and also no stipulated time period is mentioned by the Petitioner for the aforesaid loan. Therefore, the amount of Rs.50,00,000/- cannot be termed to be a consideration for the time value of money as per the definition of financial debt and on this ground also the petition is not maintainable.

8.8. It is urged therefore that the present petition is hopelessly barred by limitation and liable to be dismissed with exemplary cost.

9. We have considered the rival contentions and perused the records.

10. The page 11 of the Supplementary Affidavit used by the Financial Creditor clearly reveals confirmation of accounts by Drolia itself, is resolved to sum of Rs. 72,39,520/- for 1.04.2016 to 31.03.2017 that continues till 31.03.2018. Whereas the certificate relied upon by the respondent at page 36 annexure A-5 to their affidavit discloses the following:

TO WHOME IT MAY CONCERN

This is to certify that as per Information and Explanation given to us, we have observed in the M/s. H. S. Mercantile Ltd. accounts for 31.03.2017 ending that there is "Unsecured Sundry Advances" amounting to Rs.7482590.63. Such Unsecured Sundry Advances comprises of the Balance of M/s. E C Bose & Co. (P) Ltd. and Mr. Rajeev Kumar Goenka as on 31.03.2017 only.

We further confirm that Balance of M/s. Subhchintak Commotrade Pvt. Ltd. as on 31.03.2017 is zero.

The figures in balance confirmation and the certificate from Pratap Singh Surana does not match, implying thereby that there is no reason to disbelieve the balance confirmation by Drolia till 2017, of the amount of 72,39,520/-.

11. Further, page 99 of the petition discloses a notice dated 4.4.2016 which is as under:

99

From : Subh Chintak Commtrade Pvt. Ltd.
63, Radha Bazar Street
3rd Floor, Room No. 43
Kolkata - 700001.

04.04.2016

To
The Board of Directors
M/s. H. S. Mercantile Ltd.
113, Manohar Das Katra
1st Floor
Kolkata-700007.

Dear Sir,

Sub : Repayment of loan
Re : Notice u/s. 433/434 of Companies Act, 1956 read with section 271 of
Companies Act, 2013

A sum of Rs.72,39,520/- is due from you as on 31/03/2015. You are requested to pay the aforesaid amount immediately.

Please treat this letter as notice to you u/s. 433/434 of the Companies Act, 1956 read with Section 271 of the Companies Act, 2013,

Thanking you,

Yours faithfully,
For **SUBH CHINTAK COMMTRADE PVT. L**
Subchintak Commtrade Pvt. Ltd.

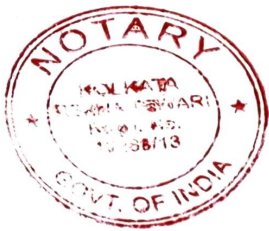
Director *D. L. Ghosh* Director

- c.c to : (1) Mr. Rajiv Kumar Goenka
35/1, Diamond Harbour Road,
Kolkata-700 027.
- (2) Mr. Hari Krishna Saraogi
2/1A, Jadulal Mullick Road,
Kolkata-700 007.
- (3) Mr. Rajiv Chowdhury
33, Vivekananda Road,
Kolkata-700 007.

SP INCOME TAX BUILDING PO 700069
EW50842527 IN
Counter No:1, CP-Code:SS
To:THE BOARD OF DIRECTO,113 M D KATRA
KOLKATA, PIN:700007
From:SUBH CHINTEK COMM P LTD , KOLKATA-700001
Wt:15grams
Amt:17.00 (17/05/2016 ,12:14
Taxes:Rs.2.00*EDD(If not a holiday):00:00:00

SP INCOME TAX BUILDING PO 700069
EW508425527 IN
Counter No:1, CP-Code:SS
To:MR RAJIV CHOWDHURY,33 V ROAD
KOLKATA, PIN:700007
From:SUBH CHINTAK COMM PVT LTD , KOLKATA-01
Wt:10grams
Amt:17.00 (07/05/2016 ,11:45
Taxes:Rs.2.00*EDD(If not a holiday):00:00:00

SP INCOME TAX BUILDING PO 700069
EW508425544 IN
Counter No:1, CP-Code:SS
To:MR RAJIV KR GOENKA,35/1 D H ROAD
KOLKATA, PIN:700027
From:SUBH CHINTAK COMM PVT LTD , KOLKATA-01
Wt:10grams
Amt:17.00 (07/05/2016 ,11:45
Taxes:Rs.2.00*EDD(If not a holiday):00:00:00



The audited Balance sheet of the HS Mercantile as of 31.03.2017 discloses the following: :

H. S. MERCANTILE LTD.

Note 4
Non-current Liabilities

	31st March 2017 (Rs.)	31st March 2016 (Rs.)
Long-term Borrowing		
Secured:		
From Bank	1438062.30	934632.20
Unsecured:		
Sundry Advances	7482590.63	7239520.00
	8920652.93	8174152.20

The Balance due as on 31.03.2016 is shown as 7239520.00/- which figure matches with the notice as well as confirmation of accounts by the CD as indicated above.

Leaving no room for disbelieving the Financial Creditor.

12. The threshold as applicable when the CP was filed, being met, limitation being satisfied, debt and default in repayment being evident from records, we admit the application.

13. **Accordingly, it is, hereby Ordered as follows: -**

(a) The application filed by the Financial Creditor under Section 7 of the Insolvency & Bankruptcy Code, 2016 for initiating corporate Insolvency Resolution Process against the Corporate Debtor is hereby **admitted**.

(b) There shall be a moratorium under Section 14 of the IBC.

(c) The moratorium shall have effect from the date of this Order till the completion of the CIRP or until this Adjudicating Authority approves the resolution plan under sub-section (1) of section 31 of the IBC or passes an order for liquidation of Corporate Debtor under section 33 of the IBC.

(d) Public announcement of the CIRP shall be made immediately as specified under Section 13 of the Code read with regulation 6 of the Insolvency & Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016.

- (e) **Mr. Neeraj Kumar Sureka** registration number **IBBI/IPA-001/IP/P-01539/2019-2020/12517**, is hereby appointed as Interim Resolution Professional (IRP) of the Corporate Debtor to carry out the functions as per the Code subject to submission of a valid Authorisation of Assignment in terms of regulation 7A of the Insolvency and Bankruptcy Board of India (Insolvency Professional) Regulations, 2016. The fee payable to IRP or the RP shall be compliant with such Regulations, Circulars and Directions as may be issued by the Insolvency & Bankruptcy Board of India (IBBI). The IRP shall carry out his functions as contemplated by sections 15, 17, 18, 19, 20 and 21 of the Code.
- (f) During the CIRP period, the management of the Corporate Debtor shall vest in the IRP or the RP in terms of section 17 of the IBC. The officers and managers of the Corporate Debtor shall provide all documents in their possession and furnish every information in their knowledge to the IRP within one week from the date of receipt of this Order, in default of which coercive steps will follow. No separate notice for cooperation by the suspended management should be expected.
- (g) The IRP/RP shall submit to this Adjudicating Authority periodical report about the progress of the CIRP in respect of the Corporate Debtor.
- (h) The Financial Creditor shall deposit a sum of **Rs. 3,00,000 [Rupees Three Lakh]** with the IRP to meet the expenses arising out of issuing public notice and inviting claims. These expenses are subject to approval by the Committee of Creditors (CoC).
- (i) In terms of section 7(5)(a) of the Code, Court Officer of this Court is hereby directed to communicate this Order to the Financial Creditor, the Corporate Debtor and the IRP by Speed Post and email immediately, and in any case, not later than two days from the date of this Order.
- (j) Additionally, the Financial Creditor shall serve a copy of this Order on the IRP and on the Registrar of Companies, West Bengal, Kolkata by all available

means for updating the Master Data of the Corporate Debtor. The said Registrar of Companies shall send a compliance report in this regard to the Registry of this Court within seven days from the date of receipt of a copy of this Order.

14. **C.P.(IB)/1781(KB)2019** to come up on **15.04.2025** for filing the progress report.
15. The Registry is directed to send e-mail copies of the Order forthwith to all the parties and their Ld. Counsel for information and for taking necessary steps.
16. Urgent certified copies of this Order, if applied for with the Registry of this Adjudicating Authority, be supplied to the parties upon compliance with all requisite formalities.

Balraj Joshi
Member (Technical)

Bidisha Banerjee
Member (Judicial)

Order signed on 13th of December, 2024.

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