

**IN THE NATIONAL COMPANY LAW TRIBUNAL  
KOLKATA BENCH  
COURT-I  
KOLKATA**

**CP (IB) No. 157/KB/2022**

In the matter of:

A petition under section 7 of the Insolvency and Bankruptcy Code, 2016.

In the matter of:

**State Bank of India**

*...Financial Creditor*

*Versus*

**Manglam Fiscal Services Private Limited**  
[CIN: U65993WB1989PTC047573]

*...Corporate Debtor*

**Date of pronouncement: 03/10/2023**

**Coram:**

**Rohit Kapoor** : **Member (Judicial)**

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

**Appearances (through video conferencing):**

For the Financial Creditor : Mr. Mainak Bose, Advocate  
Mr. Santosh Kumar Ray, Advocate  
Ms. Sumana Mukherji, Advocate

For the Corporate Debtor : Mr. Joy Saha, Senior Advocate  
Ms. Urmila Chakraborty, Advocate  
Mr. Snehashish Chakraborty, Advocate  
Ms. Debducta Chakraborty, Advocate  
Ms. Shreya Basu, Advocate

**ORDER**

**Per Rohit Kapoor, Member (Judicial)**

1. This Court convened through hybrid mode.
2. This is a Company Petition filed under section 7 of the Insolvency and Bankruptcy Code, 2016 by State Bank of India, represented by **Shri H.K.**

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**Prince Karimi**, being the Assistant General Manager of the Financial Creditor authorized *vide* a Letter of Authorization<sup>1</sup> seeking to initiate Corporate Insolvency Resolution Process (“CIRP”) against Manglam Fiscal Services Private Limited (“Corporate Debtor”).

3. It is submitted that Part –I of this petition contains particulars of the Financial Creditor. Part-II of this petition contains particulars of the Corporate Debtor.
4. Part –IV of the Petition contains details Financial debt for an amount of **Rs.18,14,16,754.68/- (Rupees Eighteen Crore Fourteen Lakh Sixteen Thousand Seven Hundred Fifty Four and Sixty Eight Paise only)** as on 28.02.2022.
5. The Corporate Debtor was incorporated on 13 September 1989, having CIN: U65993WB1989PTC047573, under the Companies Act, 1956. It’s registered office is at 13/2A, Priya Nath Mallick Road, Ground Floor, Kolkata-700026. Therefore, this Bench has jurisdiction to deal with this petition.
6. The present petition was filed on 8<sup>th</sup> April 2022 before this Adjudicating Authority on the ground that the Corporate Debtor has defaulted to make a payment of a sum of **Rs.18,14,16,754.68/- (Rupees Eighteen Crore Fourteen Lakh Sixteen Thousand Seven Hundred Fifty Four and Sixty Eight Paise only)** as on 28.02.2022. The date of default is 09.04.2013 and the loan accounts were classified as NPA on 08.07.2013 and still continuing as NPA account and the Corporate Debtor had admitted its liabilities under the said loan account and acknowledged the debt from time to time.

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<sup>1</sup> Pg.37 of the Petition

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**Contents of Reply Affidavit filed by the Corporate Debtor are summarized as hereunder:**

7. The Corporate Debtor in its Reply Affidavit has contended that the petition is ex-facie barred by limitation as the NPA date is 08.07.2013 and the present petition was filed 08.04.2022.
8. In para 4(f) of the Reply Affidavit contends that the letters dated 28.12.2017, 31.01.2018, 20.02.2018, 01.05.2018, 12.05.2018, 19.03.2018, 21.03.2018, 20.04.2018 and 20.09.2018 were all issued by the respondent beyond the period of limitation and hence they do not extend the limitation and also those letters cannot be said to be OTS letters at all
9. In para 4(g) of the Reply Affidavit it is contended that the reliance of the Financial Creditor upon a letter dated 12.10.2020 issued by One Gopal Agarwal for repayment of dues under compromise for out of court settlement was not issued by the Corporate Debtor as the said Gopal Agarwal had ceased to be a Director of the Corporate Debtor on and from October 1, 2017 and therefore any acknowledgment by the said person cannot be said to be an acknowledgment of debt or default on the part of the Corporate Debtor.
10. The Corporate Debtor in para 4(h) (xx) of the Reply Affidavit contends that the Financial Creditor has already taken physical possession of the registered office of the Corporate Debtor which is situated at 13/2A, Priya Nath Mallick Road, Ground Floor, Kolkata-700026 on 7<sup>th</sup> December, 2015 and till date it is under the physical possession of the Financial Creditor. The inventory and panchnama alongwith relevant documents are annexed in the Reply Affidavit.<sup>2</sup>
11. It is contended in para 4(h) (xxii) of the Affidavit that the Financial Creditor had filed a civil suit before the Hon'ble High Court at Calcutta

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<sup>2</sup> Annexure-G of the Reply Affidavit

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which was dismissed as barred by law vide an order dated 03.12.2014, subsequent to which an appeal was preferred challenging the said order and the same was dismissed for default.

12. In para 4(h)(v) of the Reply Affidavit it is contended that the Financial Creditor at the time of grant of credit facilities caused the Corporate Debtor and its directors to put their respective signatures on several blank papers and documents by representing that such seals and signatures were required only for the purpose of complying with some procedural formalities and had nothing to do with the terms to be stipulated for regulation of operation of the loan and the Corporate Debtor had signed such documents on such assurance, believing the same to be true and correct.
13. In para 4(h) (xxiii) of the Reply Affidavit, it is stated that pursuant to the order passed by the Hon'ble High Court at Calcutta in W.P. No. 26357(W) of 2016, the Corporate Debtor had already handed over the possession of the property situated at Jalan Complex to the Corporate Debtor. Apart from the above, the Financial Creditor has already got bid of the property at Domjur, Howrah in auction sale which is subject to the final outcome of the proceeding pending before the DRT, Kolkata which was filed by the Corporate Debtor on 26.12.2013.
14. In para 10 of the Reply Affidavit, it is contended that the Corporate Debtor has been charged an interest of 16.75% from 31.07.2013 to 31.03.2015 and that the Financial Creditor has charged interest till 28.02.2022 at a rate which has always been more than 16% which is not just exorbitant but penal in nature. That by such exorbitant rate of interest, the Financial Creditor has inflated its claim which has caused tremendous loss and damage to the Corporate Debtor.
15. It is further contended by the Corporate Debtor that the action of the Financial Creditor is harassive, vexatious and malicious. It is also stated

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that the Financial Creditor has indulged into multiplicity of proceedings which are totally misconceived and are nothing but an afterthought in order to extort money from the Corporate Debtor, therefore, in view of the above narrated facts, the petition shall be dismissed.

**Submissions by the Ld. Counsel appearing on behalf of the Financial Creditor:**

16. The Ld. Counsel appearing for the Financial Creditor submitted that the Financial Creditor granted certain credit facilities to the Corporate Debtor vide a sanction letters dated 25.06.2007 and 20.02.2009, pursuant to the same various loan documents were executed. The account was declared as a Non-Performing Asset on 08.07.2013 as per guidelines issued by the Reserve Bank of India. The date of default is stated to be 09.04.2013.
17. Subsequently, the Financial Creditor had filed an application before the Debt Recovery Tribunal at Kolkata on 13.06.2014 in which a Recovery Certificate was issued on 18.08.2016 for an amount of Rs. 5,45,37,080/- (Rupees Five Crore Forty Five Lakh Thirty Seven Thousand and Eighty Only).
18. The Ld. Counsel further submitted that the Corporate Debtor had on 19.10.2016 submitted an O.T.S Letter alongwith an amount of Rs.50,000/- as upfront consideration and the same amounts to an acknowledgment under Section 18 of the Limitation Act, 1963. Apart from the above, several other OTS proposals were sent to the Financial Creditor vide letters dated 19.10.2016, 28.12.2017, 20.02.2018 and 12.10.2020.
19. The Ld. Counsel submits that the contention of the Corporate Debtor in para (g) of the Reply Affidavit that the communication dated 12.10.2020, which was made by one Gopal Agarwal, Director of the Corporate Debtor, was not issued by him as he ceased to be a Director of the Corporate Debtor on and from 01.10.2017. It is submitted that this contention is not only

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misconceived but is otherwise dishonest and an ingenious mask to defeat the legitimate claim of the Financial Creditor.

20. The Corporate Debtor however in its Reply Affidavit, has not disowned the letters dated 19.10.2016, 28.12.2017, 01.05.2018, 12.05.2018 and 20.04.2018 which were also issued by the said Gopal Agarwal, Director of the Corporate Debtor. The Ld. Counsel for the Financial Creditor submitted that even if it is assumed that the letter dated 12.10.2020 is not an acknowledgment of debt but the instant Section 7 application is still within the period of limitation, as because, on 28.12.2017 and also on 20.02.2018, the Corporate Debtor had issued OTS letters alongwith 5% of the compromise amount of Rs.3 crores.
21. The Ld. Counsel appearing for the Financial Creditor submits that as per the last acknowledgment letter dated 20.02.2018, the limitation period of 3 (three) years expires on 19.02.2021 which is well within the limitation period as prescribed under the Suo Moto Writ 3 of 2020, by the Supreme Court of India in which it was held that the limitation period stands extended if the limitation would have expired during the period between 15.03.2020 to 28.02.2022. The present petition was filed on 08.04.2022 i.e., before expiry of the 90 days period with effect from 01.03.2022 as per the Suo Moto Writ order of the Supreme Court. Therefore the present petition is well within the period of limitation and should be admitted.
22. The Financial Creditor has placed the following documents on record which includes:
- a. Copies of sanction letters dated 25.06.2007 and 20.02.2009  
**[Annexure-C @ Pgs.40-48; Annexure-E @ Pgs.121-132 of the Company Petition ]**

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- b. A copy of Board Resolution dated 27.06.2007 executed by the Corporate Debtor in favour of the Financial Creditor [**Annexure-D @ Pgs.49-50 of the Company Petition**]
- c. A copy of Agreement for Loan for overall limit dated 02.07.2007 in favour of the Financial Creditor [**Annexure-D-1 @ Pgs.51-108 of the Company Petition**]
- d. A copy of Agreement of Hypothecation of Goods and assets dated 02.07.2007 in favour of the Financial Creditor [**Annexure-D-2 @ Pgs.109-116 of the Company Petition**]
- e. A copy of the letter regarding the grant of individual limit dated 02.07.2007 in favour of the Financial Creditor [**Annexure-D-3 @ Pgs.117-119 of the Company Petition**]
- f. A copy of Agreement to borrower regarding inclusion of bank dues under public demand dated 02.07.2007 and 22.03.2009 in favour of the Financial Creditor [**Annexure-D-4 @ Pgs.120; Annexure E-3 @ Pg.139 of the Company Petition**]
- g. A copy of the Supplemental Agreement of loan cum Hypothecation dated 22.03.2009 executed by the Corporate Debtor in favour of the Financial Creditor [**Annexure-E-1 @ Pgs.133-137 of the Company Petition**]
- h. A copy of Link letter dated 22.03.2009 executed by the Corporate Debtor in favour of the Financial Creditor [**Annexure-E-2 @ Pg.138 of the Company Petition**]
- i. A copy of Corporate Debtor's Balance Confirmation letter dated 21.05.2011, 20.07.2012, 12.06.2013 [**Annexure-F @ Pg.140; Annexure-F-2 @ Pg.142 and Annexure- F-3 @ Pg.143 of the Company Petition**]

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- j. A copy of revival letter dated 05.03.2012 [**Annexure- F-1 @ Pg.141 of the Company Petition**]
- k. A copy of demand notice dated 06.07.2013[**Annexure- G @ Pgs.144-146 of the Company Petition**]
- l. A copy of notice dated 24.09.2013 sent by the Corporate Debtor [**Annexure- H @ Pgs.147-151 of the Company Petition**]
- m. A copy of Corporate Debtor's Reply dated 18.10.2013[**Annexure- H-1 @ Pgs.152-158 of the Company Petition**]
- n. A copy of notice sent by the Financial Creditor dated 29.10.2013[**Annexure- H-2 @ Pgs.159-164 of the Company Petition**]
- o. A copy of the Application under Section 19 of the Recovery of Debts Due to Banks and Financial Institutions Act, 1993 filed before the Ld. DRT, Ranchi (without annexures) [**Annexure- I @ Pgs.165-188 of the Company Petition**]
- p. A copy of notice sent under Section 13(4) of the SARFAESI Act, 2002 dated 04.08.2016 [**Annexure- J @ Pg.189 of the Company Petition**]
- q. Copies of paper publications dated 09.08.2016 [**Annexure- K @ Pgs.190-192 of the Company Petition**]
- r. Copies of OTS proposals dated 19.10.2016, 08.09.2017, 28.12.2017, 31.01.2018, 20.02.2018, 01.05.2018, 12.05.2018, 19.03.2018, 21.03.2018, 20.04.2018 and 20.09.2018 [**Annexure- L @ Pgs.193-209 of the Company Petition**]
- s. A copy of the OTS proposal letter dated 12.10.2020 [**Annexure- M @ Pgs.210-212 of the Company Petition**]

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- t. A copy of the statement of Account Cash Credit Account No. 30198558487 of the Corporate Debtor including Certificate under the Banker's Books Evidence Act, 1891 [**Annexure- N @ Pgs.213-216 of the Company Petition**]
- u. A copy of the CIBIL report of the Corporate Debtor [**Annexure- O @ Pgs.217-250 of the Company Petition**]

23. The Financial Creditor has proposed the name of **Mr. Avishek Gupta**, registration number IBBI/IPA-003/IP-N00135/2017-2018/11499, as the Interim Resolution Professional of the Corporate Debtor. The proposed Interim Resolution Professional has given his written communication in Form 2 as required under rule 9(1) of the Insolvency and Bankruptcy [Application to Adjudicating Authority] Rules, 2016 along with a copy of registration.

**Submissions made by the Ld. Counsel appearing on behalf of the Corporate Debtor:**

- 24. The Ld. Counsel appearing for the Corporate Debtor submitted that the Financial Creditor has neither been able to show nor is there any admission of debt within 3 years from 09.04.2013 i.e., the date of default. It was submitted by the Ld. Counsel that DRT and SARFAESI proceedings do not extend period of limitation for IBC proceedings and also do not exclude the time taken in such proceedings under Section 14 of the Limitation Act, 1963.<sup>3</sup>
- 25. It was also submitted that the letters relied upon by the Financial Creditor starting from 19.10.2016 are all after the 3 year limitation period from

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<sup>3</sup> Company Appeal (AT) (Insolvency) No. 105 of 2022 at para 20, NCLAT (Sri Bijay Kumar Agarwal, Suspended Director, M/s Infra Tie-up Pvt Ltd v. State Bank of India)

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the date of default as well as the date of NPA. The Recovery Certificate dated 18.08.2016 obtained from the DRT is also beyond time

26. It is also submitted that the letter dated 12.10.2020 was not issued by the Corporate Debtor. It was issued by one Gopal Agarwal, who had ceased to be a Director on such date. Also, there is no board resolution annexed or disclosed by the Corporate Debtor to show that the said Gopal Agarwal was authorized to issue the letter dated 12.10.2020.

***Analysis and Findings***

27. Heard the learned Counsel appearing for the Financial Creditor and the Corporate Debtor and perused the records.
28. The contentions of the Corporate Debtor that he was asked to put the signatures and seal on blank papers upon false representations, undue influence and misrepresentation by the Financial Creditor and that no loan agreement was executed, there were exorbitant rates of interest, unliateral imposition of higher rate of interest, on the face of it have been raised in a mechanical manner which are baseless, and are found to be incorrect in the face of evidence in the form of various documents produced by the Financial Creditor and in view of the documents as noted above. These contentions are further liable to be rejected on the face of it, in view of the stand taken by the Corporate Debtor that its business suffered because of global recession. It is clear that the Corporate Debtor has raised allegations and blowing hot and cold only with a view to evade its various contractual obligations created under various loan documents, placed on record by the Financial Creditor
29. The Ld. Counsel for the Financial Creditor has submitted that it had filed an application before the Learned DRT at Ranchi, Jharkhand on 13.06.2014 and thereafter obtained a Recovery Certificate for an amount of Rs.5,45,37,080/- on 18.08.2016. In this situation' we refer to a

judgment passed by the Hon'ble Supreme Court in the matter of **Dena Bank(now Bank of Baroda) vs. C.Shivakumar Reddy and Another**<sup>4</sup> in para 141 of which it has been held as follows:

*“143. Moreover, a judgment and/or decree for money in favour of the financial creditor, passed by the DRT, or any other Tribunal or Court, or the issuance of a certificate of recovery in favour of the financial creditor, would give rise to a fresh cause of action for the financial creditor, to initiate proceedings under Section 7 IBC for initiation of the corporate insolvency resolution process, within three years from the date of the judgment and/or decree or within three years from the date of issuance of the certificate of recovery, if the dues of the corporate debtor to the financial creditor, under the judgment and/or decree and/or in terms of the certificate of recovery, or any part thereof remained unpaid”.*

30. The Ld. Counsel appearing for the Financial Creditor has also submitted that there were several OTS proposals sent by the Corporate Debtor, the last of which was dated 12.10.2020. We refer to a judgment passed by the Hon'ble NCLAT in **Mr.Apoorva Joshi v. Union Bank of India**<sup>5</sup>, wherein it was held:

*“8. The submission which has been pressed by Learned Counsel for the Appellant is that there was no specific pleading that Appellant is claiming benefit of Section 18 of the Limitation Act for extension of limitation. When the facts regarding OTS Proposal received from the Corporate Debtor within three years from the date, account were declared NPA was specifically pleaded and OTS Proposal brought on record,*

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<sup>4</sup> (2021) 10 SCC 330

<sup>5</sup> Company Appeal (AT) (Insolvency) No. 500 of 2023 decided on 11.05.2023

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*we do not see that pleadings are wanting in any manner. Mere non-mention of Section 18 of the Limitation Act is inconsequential when the relevant facts and materials were pleaded and brought on record. Any OTS Proposal which was submitted if it contains acknowledgement, limitation will be extended by virtue of Section 18 of the Limitation Act.*”

31. In the matter of **Sri Bijay Kumar Agarwal, Suspended Director, M/s Infra Tie-up Pvt Ltd v. State Bank of India**, the Hon’ble NCLAT held as follows:

*21. We now come to the second submission of Shri Joy Saha that is extension of limitation under Section 18 of the Limitation Act. The learned Senior Counsel for the Respondent rely on the acknowledgements, which were made by the Principal Borrower vide its letters dated 19th February, 2016 and 29th March, 2016. The letters have been brought on record as Annexure E to the reply, which letters were also brought on record before the Adjudicating Authority by means of Supplementary Affidavit. The law with regard to applicability of the Limitation Act is well settled by various judgments of the Hon'ble Supreme Court. In Dena Bank (supra), the Hon'ble Supreme Court in the context of the Application under Section 7 of the IB Code and Section 18 of the Limitation Act, has laid down following in paragraph 138, 139 and 140:*

*"138. While it is true that default in payment of a debt triggers the right to initiate the corporate resolution process, and a petition under Section 7 or 9 IBC is required to be filed within the period of limitation prescribed by law, which in this case would be three years from the date of default by virtue of Section 238-A IBC read with Article 137 of the Schedule to the Limitation Act, the delay in filing a petition in the NCLT is condonable under Section 5 of the Limitation Act unlike delay in filing a suit. Furthermore, as observed above Sections 14 and 18 of the Limitation Act are also applicable to proceedings under the IBC.*

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*139. Section 18 of the Limitation Act cannot also be construed with pedantic rigidity in relation to proceedings under the IBC. This Court sees no reason why an offer of one-time settlement of a live claim, made within the period of limitation, should not also be construed as an acknowledgment to attract Section 18 of the Limitation Act. In Gaurav Hargovindbhai Dave [Gaurav Hargovindbhai Davev. Asset Reconstruction Co. (India) Ltd., (2019) 10 SCC 572 : (2020) 1 SCC (Civ) 1] cited by Mr Shivshankar, this Court had no occasion to consider any proposal for one-time settlement. Be that as it may, the balance sheets and financial statements of the corporate debtor for 2016-2017, as observed above, constitute acknowledgment of liability which extended the limitation by three years, apart from the fact that a certificate of recovery was issued in favour of the appellant Bank in May 2017. The NCLT rightly admitted the application by its order dated 21-3-2019 [Dena Bank v. Kavveri Telecom Infrastructure Ltd., 2019 SCC OnLine NCLT 7881].*

*140. To sum up, in our considered opinion an application under Section 7 IBC would not be barred by limitation, on the ground that it had been filed beyond a period of three years from the date of declaration of the loan account of the corporate debtor as NPA, if there were an acknowledgment of the debt by the corporate debtor before expiry of the period of limitation of three years, in which case the period of limitation would get extended by a further period of three years."*

32. While dealing with the plea of limitation as noted above, after date of default on 09.04.2013, and date of NPA on 08.07.2013, the O.A. was filed before the DRT at Ranchi, Jharkhand on 13.06.2014 and the Recovery Certificate was issued on 18.08.2016. Subsequently, OTS letter was issued by the Corporate Debtor on 20.02.2018, which is an **undisputed one.**

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**Manglam Fiscal Services Pvt. Ltd.**

8A, Moira Street, 1st Floor, Kolkata-17, Ph: 2289 5023 (P.P.)

MFSP/L (KOL) No. 121 /2017-18

Dated: 20.02.2018

The Assistant General Manager,  
State Bank of India,  
Stressed Assets Management Branch - II,  
Jeevandeep Building, 1<sup>st</sup> Floor,  
1, Middleton Street,  
Kolkata - 700 071

Dear Sir,

Sub: Compromise Proposal of Rs. 3.00 crores dated 28.12.2017

Kindly refer to your letter no. SAMBK-II/BR/AKS/1602 dated 06.02.2018 and our letter no. MFSP/L (KOL) No. 117/2017-18 dated 31.01.2018.

You have advised to deposit upfront amount of 5% of compromise settlement amount in Authorised Officers Account, SBI, SAMB-II, Kolkata, Current Account No. 34694413925, IFSC: SBIN0018192 or deposit in the name of Authorised Officer. You have denied having provision to open separate no lien account in the name of company to deposit upfront amount for compromise settlement.

We are pleased to handover a cheque no. 004242 dated 03.03.2018 for an amount of Rs. 15,00,000.00 towards 5% of the compromise settlement amount. The prospective buyer has offered an initial amount as loan to the director of the company. On receiving approval from you, it would be a direct payment from the buyer to you to settle the account.

In case, compromise settlement is not approved by the appropriate committee, the upfront amount would be refunded to the company without further delay.

Thanking you,

Yours faithfully,  
For Manglam Fiscal Services Pvt. Ltd.

Authorised Signatory

Encl: as above



The period of 3 (three) years from 20.02.2018 had expired on 19.02.2021. As per the Suo Moto Order dated 10.01.2022 passed by the Hon'ble Supreme Court in Suo Moto Writ Petition No. 3 of 2020, the Financial Creditor had 90 days time from 01.03.2022 to file the instant petition.

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The petition was filed on 08.04.2022 and therefore, we find the present petition under Section 7 of the IBC, 2016 has been filed within the prescribed period of limitation.

33. From the evidence produced by the Financial Creditor in the shape of various documents as indicated above and those forming the part of petition under Section 7 and also on the basis of OTS proposal(s) sent by the Corporate Debtor, this Adjudicating Authority finds that there is an existence of debt and the Corporate Debtor committed a default in respect of the same.
34. In view of the above facts and circumstances and the position of law as laid down by the Hon'ble Apex Court and the Hon'ble NCLAT, we find that the present petition has been filed within the prescribed period of limitation and deserves to be **admitted**. It is hereby ordered as follows:-
- a. The application bearing **CP (IB) No. 157/KB/2022** filed by State Bank of India, the Financial Creditor, under section 7 of the Code read with rule 4(1) of the Insolvency & Bankruptcy (Application to Adjudicating Authority) Rules, 2016 for initiating CIRP against Manglam Fiscal Services Private Limited, the Corporate Debtor, is **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, as the case may be.
  - d. Public announcement of the CIRP shall be made immediately as specified under section 13 of the Code read with regulation 6 of the

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Insolvency & Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016.

- e. **Mr. Avishek Gupta**, registration number IBBI/IPA-003/IP-N00135/2017-2018/11499, **email:** [avishek@optimusresolution.net](mailto:avishek@optimusresolution.net), 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, as the case may be, 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, as the case may be, 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. There shall be no future opportunities in this regard.
- g. The Interim Resolution Professional is expected to take full charge of the Corporate Debtor, its assets and its documents without any delay whatsoever. He is also free to take police assistance in this regard, and this Court hereby directs the concerned Police Authorities to render all assistance as may be required by the Interim Resolution Professional in this regard.

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- h. The IRP/RP shall submit to this Adjudicating Authority periodical report with regard to the progress of the CIRP in respect of the Corporate Debtor.
  - i. The Financial Creditor shall deposit a sum of **Rs 3,00,000/- (Rupees Three Lakhs only)** 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).
  - j. 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, email and WhatsApp immediately, and in any case, not later than two days from the date of this Order.
  - k. Additionally, the Financial Creditor shall serve a copy of this Order on the IRP and on the Registrar of Companies, West Bengal, 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.
35. **CP (IB) No. 157/KB/2022** to come up on **02.11.2023** for filing the periodical report.
36. A certified copy of this order may be issued, if applied for, upon compliance with all requisites.

**(Balraj Joshi)**  
**Member(Technical)**

**(Rohit Kapoor)**  
**Member (Judicial)**

This order is pronounced on the 3<sup>rd</sup> day of October, 2023

FA\_LRA