

**THE NATIONAL COMPANY LAW TRIBUNAL
CHANDIGARH BENCH, CHANDIGARH
(Exercising powers of Adjudicating Authority under
the Insolvency and Bankruptcy Code, 2016)**

CP (IB) No. 107/Chd/Hry/2020

**Under Section 7 of the
Insolvency & Bankruptcy
Code, 2016**

In the matter of:

UCO Bank

through Chief Manager, Shri R K Bali

having its Registered office at:

H.O. At 10, B T M, Sarani, Kolkata and

its Branch at Baddi, District Solan,

Himachal Pradesh 173 205

Vs.

....Petitioner-Financial Creditor

M/s Gilco Exports Ltd.

through its Directors/Principal Officer

having its Registered Office at:

Showroom No. 91, 1st Floor,

Industrial Area, Phase II,

Chandigarh 160 002

...Respondent-Corporate Debtor

Judgment delivered on: 13.10.2022

Coram: HON'BLE DR. P.S.N PRASAD, MEMBER (JUDICIAL)

HON'BLE MR. UMESH KUMAR SHUKLA, MEMBER (TECHNICAL)

Present:

For the Petitioner-Financial Creditor: Mr. Aalok Jagga, Advocate

For the Respondent-Corporate Debtor: Mr. Manish Jain, Advocate with Ms. Divya Sharma, Advocates

PER: DR. PSN PRASAD, MEMBER (JUDICIAL)
MR. UMESH KUMAR SHUKLA, MEMBER (TECHNICAL)

JUDGEMENT

The present petition has been filed by UCO Bank (hereinafter referred to as 'Petitioner/Financial Creditor') through its Chief Manager, Shri R K Bali under Section 7 of the Insolvency and Bankruptcy Code, 2016 (hereinafter referred to as 'Code') read with Rule 4 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016 to initiate the Corporate Insolvency Resolution Process ('CIRP') against M/s Gilco Exports Ltd. (hereinafter referred to as 'Respondent/ Corporate Debtor'). The petition is signed by Shri R K Bali with the affidavit verifying the contents of the application appended thereto.

2. The Corporate Debtor is a company incorporated on 28.03.1988 under the provisions of the Companies act, 1956. The Corporate Debtor is having its registered address at Showroom No. 91, 1st Floor, Industrial Area, Phase II, Chandigarh 160 002. Therefore, the jurisdiction lies with this Adjudicating Authority.

3. Brief facts of the case are that the Financial Creditor- UCO Bank has sanctioned various credit facilities to M/s Gilco Steels Ltd. (hereinafter referred to as Principal Borrower) from time to time from 2009 to 2012 during which renewal and enhancements took place in which, the M/s Gilco Exports Limited (hereinafter referred to as Corporate Debtor) stood as a Corporate Guarantor. On 17.06.2008, a request letter was made by Corporate Debtor for grant of credit facility against deposit of title deed No. 2094 dated 12.12.2007 of immovable property owned by

Corporate Debtor. On 02.09.2009, sanction letter was issued to the principal borrower for Term Loan of Rs.8 crore 20 Lakhs, C.C. limit of Rs.6 crore, FLCLC issue limit of Rs.2 crore and BG Limit of Rs.1 crore. Thereafter, D.P. note of Rs.9 crore was issued on 23.09.2009. The agreement of guarantee for Rs.17.20 crore on 23.09.2009 was signed by Mr. Surinder Gill/ Saral Gill, who were duly authorized representatives with the power to sign and execute all the loan documents on behalf of the Corporate Debtor as per Board Resolution dated 16,09.2009 in favour of M/s Gilco Steel Ltd. The certificate of registration of charges was issued by Registrar of Companies on 23.11.2009.

4. Further, grant of credit facility was requested by the corporate debtor against title deed No. 3174 dated 19.07.2006 of immovable property owned by Corporate Debtor. The sanction letter was sanctioned on 08.10.2010 including Term Loan of Rs. 8 crore 20 Lakhs, Bill discounting Rs. 1 crore, Term Loan-II of Rs. 1 Crore 20 Lakhs, C.C. limit of Rs. 6 crore, FLCLC issue limit of 1 crore. Further, Term Loan of Rs. 8.20 crore, Term Loan-II of Rs. 1.20 crore, Term Loan-III of Rs. 2.41 crore, C.C. limit of Rs. 10.20 crore, Bank guarantee of Rs. 1 crore was sanctioned on 02.08.2011. DP note of Rs. 10.20 crore for enhanced C.C. Limit of Rs. 7 crore was issued on 06.08.2011. Agreement of guarantee for Rs. 24.51 crore was signed by Saral Gill and Surinder Gill as the duly authorized representatives with the power to sign and execute all the loan documents on behalf of the Corporate Debtor as per Board Resolutions of corporate debtor.

5. On 24.02.2012, an Inter Se agreement was made between UCO Bank (69.3% share) and Central Bank of India (39.7% share). On 27.09.2012 a Sanction Letter-

Renewal/ Enhancement of Credit facilities was sanctioned to M/s Gilco Steel Ltd, principal borrower and Term Loan-I of Rs. 6 crore 97.06 Lakh, Term Loan-II of Rs. 80 Lakh, Term Loan-III of Rs. 2 Crore 28.21 Lakh, WCTL of Rs. 2 crore 5.90 Lakh, FITL of Rs. 1 Crore 1.74 Lakh, C.C. Limit of Rs. 1 Crore 20 Lakh, LC Limit of Rs. 1 Crore were granted and Bank Guarantee of Rs.1 crore was sanctioned on 27.09.2012. Agreement of Guarantee for Rs. 27.59 crore was given by Surinder Gill, Saral Gill and Ramesh Walia, as duly authorized representatives with the power to sign and execute all the loan documents on behalf of the Corporate Debtor as per their Board Resolution on 15.03.2013.

6. On 30.09.2013 the loan account was declared as NPA and notice under Section 13(2) of the SARFAESI Act was issued on 25.10.2013 for Rs.28,83,23,716.71 against the corporate debtor. The petition filed by the financial creditor points out that an OA 71 of 2014 was filed by the financial creditor at DRT-1, Chandigarh on 07.02.2014. The OA had been filed by the financial creditor bank in DRT-I Chandigarh on 07.02.2014 and a copy of the OA without annexures is annexed as Annexure P-24 of the petition filed by the financial creditor. The corporate debtor did not choose to appear before the Id. DRT-I Chandigarh despite service of summons and were proceeded against ex-parte by the Debts Recovery Tribunal –I Chandigarh vide order dated 11.07.2016, copy of which is Annex. P-26 of the petition filed by the Financial creditor.

7. The amount of debt sanctioned is described under Part IV, Sr. No.1 Page 5 of Application to initiate CIRP process filed by the financial creditor. to be Rs.26,10,89,938/-. Further, the amount of default and details are enlisted at Sr No.

2 Page 6. It is stated in Part-IV of Form No.1 that the total amount recoverable as on 31.10.2019 inclusive of interest is Rs.58,12,17,741/- and date of default is 30.09.2013 i.e. the date on which the account of the principal borrower was declared Non-Performing Asset. Copies of sanction letter dated 08.10.2010, 02.08.2011, 27.09.2012 (Annexure-P-33, P-39, P-42), Statement of Account (Annexure-P-3 to P-8), Sale deed No. 3174 dated 19.07.2006 (Annexure-P-12), Sale deed No. 2094 dated 12.12.2007 (Annexure-P-15), Inter Se Agreement dated 24.02.2012 (Annexure-P-16), Registration of Charges (Annexure-P-17), Balance Confirmation Letters (Annexure P-19 to P-23), Deed of Guarantee dated 15.03.2013 (Annexure-P-45) are attached with the main petition.

8. The Adjudicating Authority has ordered for issuance of notice in this petition to the respondent corporate debtor to show cause as to why the reliefs sought should not be granted. The reply was filed by the corporate debtor vide Diary No. 00248/01 dated 11.08.2021, wherein it is stated that the present petition is not maintainable in its present form as the requisite information required as per section 7 of the IBC 2016 has not been submitted by the financial creditor. It is further contented that the general power of attorney reveals that no authorisation was given in favour of R.K Bali and the power of attorney in the petition relates to the year 2009, the period when the Insolvency and Bankruptcy Code, 2016 had not come into vogue and not envisaged even.

9. It was further submitted that the documents produced by the Financial Creditor are not backed by the certificate issued under the provisions of Bankers Book Evidence Act. The applicant Financial Creditor has submitted six Bank account

statements, but the requisite certificate under the Bankers' Books Evidence Act, 1891, has not been enclosed with every statement of account and wherein submitted in one account, is not as per the provisions of Bankers Books Evidence Act and has been submitted in a routine manner. The vakalatnama attached to the petition is defective, as it does not mention the name of the person signing on behalf of the Financial Creditor. The instruments of guarantee attached as Annexure-P-32, P-41 and P-45 of the petition are not signed by M/s Gilco Exports Limited and have been signed by individuals in their personal capacity. Valuation report has not been provided to the corporate debtor and that the debt as well as the present petition is time-barred.

10. The rejoinder was filed by the financial creditor vide Diary Nos. 00248/2 dated 09.05.2022 and 00248/04 dated 26.10.2022, wherein it is stated that the application is filed based on the valid authorization of Sh. R.K. Bali (Power of Attorney/ Authorization attached as Annexure-P-1 of the petition). A fresh certificate under Section 65-B of the Indian Evidence Act is attached at Page Nos. 10-11. The Power of Attorney is signed by the Secretary to Board of UCO Bank and the same has been notarized too, which makes it a legal document. The vakalatnama is also signed by Sh. R.K. Bali.

11. The rejoinder filed by the financial creditor, vide Diary Nos. 00248/04 dated 26.10.2022 further states that the one-time settlement is still in a premature stage. It further states that the letter annexed as Annexure R-2 dated 23.12.2020 is fairly old. The amount offered by the borrower company was to the tune of Rs.4 Crore, which was far below and not being a reasonable offer particularly, when the OA in

DRT-I, Chandigarh has already been filed by the financial creditor for recovery of a sum of Rs. 30,29,60,261/-. The liability of the corporate debtor being a guarantor is joint and several with the liability of the principal borrower under Section 128 of the Contract Act. It is also noted from the pleading advanced by the financial creditor that an OA filed by the financial creditor in DRT-I Chandigarh on 10.02.2014 had been decreed on 13.09.2022. However, the amount recovered from the corporate debtor/ principal borrower against DRT order/ SARFAESI notice is not available in the petition/ pleadings.

12. The sur-rejoinder was filed by the corporate debtor vide Diary No. 00248/5 dated 23.12.2022 reiterating the facts stated in the reply. The written submissions are filed by petitioner-financial creditor vide Diary No. 00248/7 dated 18.04.2023 and by Respondent-Corporate debtor vide Diary No. 00248/8 dated 17.05.2023 reiterating the facts stated in the reply and the rejoinder.

13. We have heard the arguments advanced by the learned counsels for the financial creditor and the corporate debtor and we have carefully gone through the pleadings and written submissions filed by the respective parties in support of their claim and contentions.

14. The specific issue raised by the Corporate Debtor is that whether the application is within the period of limitation or not. The Financial Creditor has put forward the contention that the application is well within the period of limitation. As per the records, the date of default is 30.09.2013, i.e., the date on which the account of the Principal borrower was declared a Non-Performing Asset.

15. It is further pointed out that within three years from the date of default, the acknowledgment of debt is reflected in the Balance Sheet for Financial Year 2015-16 of the Principal borrower, which is annexed at Annexure A-1 of the Application under Rule 11 read with Rule 55 of the NCLT Rules, 2016 filed by the Financial Creditor. Thereafter there was a subsequent acknowledgement of debt in the Balance Sheet for FY 2016-17 annexed at Annexure A-2 of the Application under Rule 11 read with Rule 55 of the NCLT Rules, 2016 filed by the Financial Creditor and thereafter in the Balance sheet pertaining to the Principal borrower during the Financial Year 2017-18 annexed at Annexure P-9 of the Application by the Financial Creditor to initiate Corporate Insolvency Resolution Process. The Financial creditor has placed reliance on the decision of the ***Laxmi Pat Surana v. Union Bank of India***. In ***Laxmi Pat Surana v. Union Bank of India (SC): Law 6 Finder Doc Id # 1824044 reported as 2021 (8) SCC 481 decided on 26.3.2021***, it has been held in Para 37 as under: -

37. Thus, when the principal borrower and/or the (corporate) guarantor admit and acknowledge their liability after declaration of NPA but before the expiration of three years therefrom including the fresh period of limitation due to (successive) acknowledgments, it is not possible to extricate them from the renewed limitation accruing due to the effect of Section 18 of the Limitation Act. Section 18 of the Limitation Act gets attracted the moment acknowledgment in writing signed by the party against whom such right to initiate resolution process under Section 7 of the Code enures. Section 18 of the Limitation Act

would come into play every time when the principal borrower and/or the corporate guarantor (corporate debtor), as the case may be, acknowledge their liability to pay the debt. Such acknowledgment, however, must be before the expiration of the prescribed period of limitation including the fresh period of limitation due to acknowledgment of the debt, from time to time, for institution of the proceedings under Section 7 of the Code.

16. The present petition was filed vide Diary No. 7327 dated 20.12.2019 and was re-filed on 20.1.2020 vide Diary No. 759. The Financial creditor has also placed the reliance on the decision of the Hon'ble Supreme Court of India, in the case of ***Dena Bank vs c. Shivakumar Reddy [2021 (10) SCC 330]*** wherein it was held as follows: -

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."

17. Thus, in view of the above, we are of the view that the present petition has been filed within the period of limitation.

18. The another issue for consideration of this adjudicating authority is whether there is an existence of debt. It is observed from the records placed before this

adjudicating authority that the debt is disbursed to the Principal borrower, as is evidenced by the sanction letter dated 08.10.2010, 02.08.2011, 27.09.2012 (Annexure-P-33, P-39, P-42), Statement of Account (Annexure-P-3 to P-8), Inter Se Agreement dated 24.02.2012 (Annexure-P-16), Registration of Charges (Annexure-P-17), Balance Confirmation Letters (Annexure P-19 to P-23), Deed of Guarantee dated 15.03.2013 (Annexure-P-45). The aforementioned financial records, clearly establishes that disbursement was made to the Principal borrower as a debt to be repaid by the Principal borrower to the financial creditor.

19. The next issue to be determined is if there has been a default on part of the Principal borrower. As per the records, it is evident that the account of the Principal borrower was declared Non Performing Assets on 30.09.2013 and an amount of Rs. 58,12,17,741/- as on 31.10.2019 including interest (Principal amount of Rs.26,10,89,938/-) is still pending for payment. Further, the Balance Sheets of the Principal borrower for the financial year 2017-18 and the earlier years, clearly shows the liability of outstanding debt. While the documents submitted by the financial creditor showed disbursement of amount which has become debt due by the Principal borrower. The Principal borrower's balance sheets have shown the outstanding debt liability of the Financial creditor. The One-time settlement proposal offered by the Principal borrower via letter dated 23.12.2020 to settle the debt itself speaks about the default on part of the Principal borrower.

20. The next issue is, whether the Financial Creditor can initiate CIRP against the Corporate Guarantor (referred to as the Corporate Debtor) without initiating the CIRP against the Principal borrower. Financial Creditor, in written submission, has

submitted that this has been settled by the NCLAT in the matter ***Ferro Alloys Corporation Ltd. vs. Rural Electrification Corporation Ltd. [Company Appeal (AT) (Insolvency) No. 92 of 2017]*** wherein it was held that it is not necessary to initiate the CIRP against the Principal Borrower before initiating CIRP against the Corporate Guarantors. The relevant part of the judgement is extracted below:-

39. That it is not necessary to initiate 'Corporate Insolvency Resolution Process' against the 'Principal Borrower' before initiating 'Corporate Insolvency Resolution Process' against the 'Corporate Guarantors'. Without initiating any 'Corporate Insolvency Resolution Process' against the 'Principal Borrower', it is always open to the 'Financial Creditor' to initiate 'Corporate Insolvency Resolution Process' under Section 7 against the 'Corporate Guarantors', as the creditor is also the 'Financial Creditor' qua 'Corporate Guarantor'.

21. Therefore, when a default takes place i.e. the debt becomes due and is not paid, the Insolvency Resolution Process can be initiated against the corporate guarantor (used in this order as corporate debtor). Therefore, on the basis of discussion in the aforesaid paragraphs, we are satisfied that the Applicant Bank/ financial creditor is entitled to move the application of CIRP against the corporate guarantor (used in this order as corporate debtor) in view of outstanding financial debt in default above the pecuniary threshold limit as provided under Section 4 of the Code, 2016.

22. In Part-III of Form No.1, Mr. Rajiv Khurana, Registration No. IBBI/IPA-001/IP-P00126/2017-2018/10268 has been proposed as Interim Resolution Professional (IRP). The consent in Form No.2 dated 06.11.2019 is attached at Annexure-P2 of

the petition and the authorisation for assignment by IBBI is attached at Annexure A-4 of the Application under Rule 11 read with Rule 55 of the NCLT rules, 2016 filed by the financial creditor.

23. It is noted from Section 7(5)a) that that there should be no disciplinary proceedings pending against the proposed Resolution Professional.

Section 7(5)(a) of the Code is as follows: -

*“5) Where the Adjudicating Authority is satisfied that—
(a) a default has occurred and the application under sub-section (2) is complete, and there is no disciplinary proceedings pending against the proposed resolution professional, it may, by order, admit such application.”*

24. There has not been any contention pointing out the pendency of any such disciplinary proceeding against the proposed Resolution Professional. Therefore, we hereby appoint Mr. Rajiv Khurana, Registration No. IBBI/IPA-001/IP-P00126/2017-2018/10268, Email: ip.rajivkhurana@gmail.com, Mobile No. 9815547399, the Interim Resolution Professional with the following directions: -

- i.) The term of appointment of Mr. Rajiv Khurana shall be in accordance with the provisions of Section 16(5) of the Code;
- ii.) In terms of Section 17 of the Code, from the date of this appointment, the powers of the Board of Directors shall stand suspended and the management of the affairs shall vest with the Interim Resolution Professional, and the officers and the managers of the Corporate Debtor shall report to the Interim Resolution Professional, who shall be enjoined to exercise all the powers as are vested with Interim Resolution Professional and strictly perform all the duties as are

enjoined on the Interim Resolution Professional under Section 18 and other relevant provisions of the Code, including taking control and custody of the assets over which the Corporate Debtor has ownership rights recorded in its balance sheet, etc. as provided in Section 18 (1) (f) of the Code. The Interim Resolution Professional is directed to prepare a complete list of the inventory of the assets of the Corporate Debtor;

- iii.) The Interim Resolution Professional shall strictly act in accordance with the Code, all the rules framed thereunder by the Board or the Central Government, and in accordance with the Code of Conduct governing his profession and as an Insolvency Professional with high standards of ethics and morals;
- iv.) The Interim Resolution Professional shall cause a public announcement within three days as contemplated under Regulation 6 of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 of the initiation of the Corporate Insolvency Resolution Process in terms of Section 13 (1) (b) of the Code read with Section 15 calling for the submission of claims against Corporate Debtor;
- v.) It is hereby directed that the Corporate Debtor, its Directors, personnel, and the persons associated with the management shall extend all cooperation to the Interim Resolution Professional in managing the affairs of the Corporate Debtor as a going concern and extend all

cooperation in accessing books and records as well as assets of the Corporate Debtor;

- vi.) The Suspended Board of Directors is directed to give complete access to the Books of Accounts of the corporate debtor maintained under section 128 of the Companies Act. In case the books are maintained in the electronic mode, the Suspended Board of Directors shall share with the Resolution Professional all the information regarding Maintaining the Backup and regarding Service Provider kept under Rule 3(5) and Rule 3(6) of the Companies Accounts Rules, 2014 respectively as effective from 11.08.2022, especially the name of the service provider, the internet protocol of the Service Provider and its location, and also address of the location of the Books of Accounts maintained in the cloud. In case accounting software for maintaining the books of accounts is used by the corporate debtor, then IRP/RP is to check that the audit trail in the same is not disabled as required under the notification dated 24.03.2021 of the Ministry of Corporate Affairs. The statutory auditor is directed to share with the Resolution Professional the audit documentation and the audit trails, which they are mandated to retain pursuant to SA-230 (Audit Documentation) prescribed by the Auditing and Assurance Standards Board ICAI. The IRP/Resolution Professional is directed to take possession of the Books of Account in physical form or the computer systems storing the electronic records at the earliest. In case of any non-cooperation by the Suspended Board of Directors or the statutory auditors, he may take the help of the police

authorities to enforce this order. The concerned police authorities are directed to extend help to the IRP/RP in implementing this order. For retrieval of relevant information from the systems of the corporate debtor, the IRP/RP may take the assistance of Digital Forensic Experts empanelled with this Bench for this purpose. The Suspended Board of Directors is also directed to hand over all user IDs and passwords relating to the corporate debtor, particularly for government portals, for various compliances. The Interim Resolution Professional is also directed to make a specific mention of non-compliance, if any, in this regard in his status report filed before this Adjudicating Authority immediately after a month of the initiation of the CIRP.

- vii.) The Resolution Professional is directed to approach the Government Departments, Banks, Corporate Bodies, and other entities with a request for information/documents available with those authorities/institutions/others pertaining to the corporate debtor that would be relevant in the CIRP proceedings. The Government Departments, Banks, Corporate Bodies, and other entities are directed to render the necessary information and cooperation to the Resolution Professional to enable him to conduct the CIR Proceedings as per law.
- viii.) The Interim Resolution Professional shall after collation of all the claims received against the Corporate Debtor and the determination of the operational position of the Corporate Debtor, constitute a Committee of Creditors and shall file a report, certifying the constitution of the Committee to this Tribunal on or before the expiry of thirty days from

the date of his appointment, and shall convene the first meeting of the Committee within seven days of filing of the report of the constitution of the Committee; and

- ix.) The Interim Resolution Professional is directed to send a regular progress report to this Tribunal every fortnight.

25. In the given facts and circumstances, the present petition being complete and having established the default in payment of the Financial Debt for the default amount being above the threshold limit, the petition is admitted in terms of Section 7(5) of the IBC and accordingly, also imposes moratorium in terms of sub-section (1) of Section 14 of the code and to take effect as below:

- a) the institution of suits or continuation of pending suits or proceedings against the corporate debtor including 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 Securitization and Reconstruction of Operational Assets and Enforcement of Security Interest Act, 2002; 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.
- e) It is further directed that the supply of essential goods or services to the corporate debtor as may be specified, shall not be terminated or suspended

or interrupted during the moratorium period. The provisions of Section 14(3) shall, however, not apply to such transactions as may be notified by the Central Government in consultation with any operational sector regulator and to a surety in a contract of guarantee to a corporate debtor.

- f) The order of moratorium shall have effect from the date of this order till the completion of the corporate insolvency resolution process or until this Bench approves the resolution plan under sub-section (1) of Section 31 or passes an order for liquidation of the corporate debtor under Section 33 as the case may be.

26. The Financial Creditor is hereby directed to deposit a sum of ₹1,00,000/- (Rupees One Lakh Only) with the Interim Resolution Professional, to meet out the expense to perform the functions assigned to him in accordance with Regulation 6 of Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Person) Regulations, 2016. The amount, however, is subject to adjustment by the Committee of Creditors as accounted for by the Interim Resolution Professional on the conclusion of CIRP.

27. A copy of the order shall be communicated to both parties. The learned counsel for the petitioner shall deliver a copy of this order to the Interim Resolution Professional forthwith. The Registry is also directed to send a copy of this order to the Interim Resolution Professional at his e-mail address forthwith.

28. The petition filed under Section 7 of the Insolvency and Bankruptcy Code, 2016 is admitted accordingly.

Sd/-
(Mr. Umesh Kumar Shukla)
Member (Technical)

Sd/-
(Dr. P.S.N. Prasad)
Member (Judicial)

October 13, 2023
VVC