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NATIONAL COMPANY LAW TRIBUNAL
DIVISION BENCH - I
CHENNAI

ATTENDANCE CUM ORDER SHEET OF THE HEARING OF CHENNAI BENCH, CHENNAI
NATIONAL COMPANY LAW TRIBUNAL, HELD AT 10.30 AM ON 12-03-2020

PRESENT: SHRI R.VARADHARAJAN, MEMBER-JUDICIAL
SHRI. ANIL KUMAR B, MEMBER (TECHNICAL)

APPLICATION NUMBER : IA/182/2020

PETITION NUMBER : IBA/316/2019

NAME OF THE PETITIONER(S) : MUTHIAH THEVAR RAJAPANDIAN (RP)
(UNIQUE ROOF PVT LTD)

NAME OF THE RESPONDENT(S) : JAPS HOLDINGS IMPEX PVT LTD

UNDER SECTION : SEC 25(2) (B) OF IBC

| S.No. | NAME (IN CAPITAL) | DESIGNATION | SIGNATURE |
|-------|-------------------|-------------|-----------|
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REPRESENTATION BY WHOM

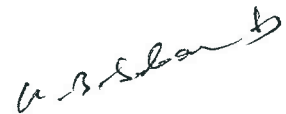
1) MUTHIAH THEVAR
RAJAPANDIAN

IRP



2) G. B. SANKAR DAS

for Respondent



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ORDER

This is an Application moved by the Applicant being the Interim Resolution Professional seeking for recovery of a sum of Rs.86,376/- along with interest at the rate of 18% per annum amounting to Rs.14,568/- and in all aggregating to Rs.1,00,944/-. Learned IRP represents that the said amount is due to the Corporate Debtor, which is under the CIR process by virtue of supply of goods which is effected under Tax Invoice No.U-I/904 dated 07.01.2019. The goods which have been supplied to the Respondent under the said Invoice reflects as the supply of Pre Fabricated Material.

Learned IRP represents that in the typed set filed along with the Petition, a Statement of Accounts have also been filed. The Statements of Accounts as reflected in the Books of the Corporate Debtor of the Respondent corresponds to the period from 01.04.2018 to 31.03.2019 and from 01.04.2019 to 30.11.2019; copy of the invoice has also been annexed along with the Application and based on which money due, which has not been paid is sought for.

The Respondent has denied the liability to the Corporate Debtor on the ground that no purchase order for the said material was placed and there is no reference of the material in the said invoice which is alleged to have been supplied by the Corporate Debtor and based on above contention, counter affidavit has been filed. During the course of submissions made by Learned Counsel for the Respondent, the invoice which has been annexed along with the counter affidavit of Respondent it is represented has been basically obtained from the IRP by virtue of communication sent to the IRP, who has produced all the documents to sustain the



claim as against the Respondent and that pursuant to the same the said Tax Invoice No.U-1/904 dated 07.01.2019 has been filed and further Tax Invoices at Page No.2 and Page No.10 have also been received from the RP. Learned Counsel for the Respondent insisted that though certain other materials were purchased from the Corporate Debtor, the pre fabricated material has not been purchased under the said Tax Invoice No.U-1/904 dated 07.01.2019.

However, we are not convinced by the denial of liability on the part of the Respondent in relation to the supply of goods made by the Corporate Debtor presently which is under CIR process as the Tax Invoice on the face of it has also disclosed that the receipt of goods have been acknowledged by the Respondent. Further in addition, at Page No.11 of the typed set in the counter affidavit filed by Respondent, it is seen that the E-Way Bill is also available, which clearly reflects the supply of pre-fabricated material and the value of goods is also disclosed as Rs.86,376/- and the 'reason for transportation' is also mentioned.

In the circumstances, we find that the representation made on behalf of the Respondent that it has not received the goods is not true as the above documents disclose that the Respondent has received the goods which is also reflected in the correspondence effected by way of E-Way Bill as enclosed at Page No.11 of the typed set filed by the Respondent in its Counter Affidavit.

However, in relation to the payment of the interest amount we find there is no clarity as to whether to pay any interest for any delay in remitting the amount towards the supply of goods as the interest chargeable in case of delay is not reflected in the invoice nor pursuant to the agreement if any entered into between the parties.



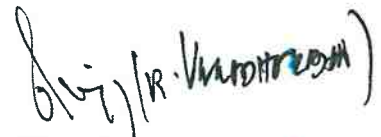
However, Learned RP referred to the purchase order annexed along with the typed set in this Application. However, it is seen that no signature is affixed on the part of the Respondent to the said document in relation to payment of the interest.

In the circumstances, we are unable to accept the interest claim as made by the Applicant against the Respondent. Save the interest amount claim, a sum of Rs.86,376/ shall be duly remitted by the Respondent within a period of two weeks from today to the account of the Corporate Debtor, as maintained by the IRP/RP.

With the above direction, this Application stands **disposed of**.



(ANIL KUMAR B)
MEMBER (TECHNICAL)
ghk



(R. VARADHARAJAN)
MEMBER (JUDICIAL)