



**IN THE NATIONAL COMPANY LAW TRIBUNAL**  
**INDORE BENCH**  
**COURT NO. 1**

ITEM No.1  
CP(IB)/41(MP)2022

**Proceedings under Section 7 IBC**

**IN THE MATTER OF:**

Meekstar Bizgoal Consultancy Pvt Ltd  
V/s  
Madhu Aluminium Pvt Ltd

.....Applicant

.....Respondent

**Order delivered on 02/11/2023**

**Coram:**

P. Mohan Raj, Hon'ble Member(J)  
Kaushalendra Kumar Singh, Hon'ble Member(T)

**PRESENT:**

For the Applicant :

For the Respondent :

**ORDER**

The case is fixed for pronouncement of the order.

The order is pronounced in open Court *vide* separate sheet.

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**KAUSHALENDRA KUMAR SINGH**  
**MEMBER (TECHNICAL)**

A. Bhadauria

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**P. MOHAN RAJ**  
**MEMBER (JUDICIAL)**

**BEFORE THE ADJUDICATING AUTHORITY**  
**NATIONAL COMPANY LAW TRIBUNAL**  
**INDORE BENCH**

**CP(IB)/41/MP/2022**

*(Application under section 7 of the Insolvency and Bankruptcy Code, 2016)*

**In the matter of:**

**Meekstar Bizgoal Consultancy Private Limited**

CIN: U74999MH2018PTC312574

Registered Office:

40, Floor-1, Plot 9/15,  
Morarji Velji Building,  
Dr M B Velkar Marg, Chira Bazar,  
Kalbadevi, Mumbai,  
Maharashtra- 400002

**.....Petitioner/Financial Creditor**

**Versus**

**Madhu Aluminium Private Limited**

CIN: U27203MP1995PTC009064

Registered Office:

101, Sudama Nagar, Sector-D,  
Indore,  
Madhya Pradesh- 452009

**.....Respondent/Corporate Debtor**

**Order Pronounced On: 02.11.2023**

**Coram: P. Mohan Raj, Member (J)**

**Kaushalendra Kumar Singh, Member (T)**

**Appearance:**

For Petitioner: Ld. Adv. Mr. Pratik Thakkar

For Respondent: Ld. Adv. Mr. Aalay Shah

**ORDER**

1. This application has been filed on 10.06.2022, by Mr. Sanjay Harishchandra Pawar, Authorized Representative of M/s Meekstar Bizgoal Consultancy Private Limited (Financial Creditor) under section 7 of the Insolvency and Bankruptcy Code, 2016 (the Code) for initiating Corporate Insolvency Resolution Process (CIRP) against M/s Madhu Aluminium Private



Limited (Corporate Debtor). The default amount stated by the financial creditor is Rs 2,08,74,510/- (Principle amount Rs 1,76,70,000/-, interest amount Rs 25,63,608/- and default interest Rs 6,40,902/-). The date of default stated by the financial creditor is 18.05.2021 (for first loan agreement) and 27.08.2021 (for supplemental loan agreement).

2. The averments made by the financial creditor in its application and presented/argued by the learned counsel for the financial creditor are summarized hereunder:

(i) The corporate debtor approached the financial creditor and requested to grant a loan of Rs 1,64,00,000/- by letter dated 04.01.2021, and the financial creditor agreed to give a loan to the corporate debtor by letter dated 06.01.2021.

(ii) The corporate debtor sent a letter dated 10.02.2021 to the financial creditor for releasing the funds. Subsequently, a loan agreement dated 18.02.2021 was executed between the financial creditor and the corporate debtor, where the financial creditor extended an aggregate loan of Rs 1,64,00,000/- for a period of 24 months to the corporate debtor with interest 12% compounded annually and in case of default additional 3% interest and the same was to be repaid in quarterly instalments.

(iii) Personal guarantee agreement dated 24.02.2021 was executed by Mr. Maneesh Jain, director of the corporate debtor in the favour of the financial creditor.

(iv) The corporate debtor had defaulted in payment of instalment for Rs 25,29,868/- which was due and payable on 17.05.2021. For the same, the financial creditor sent a reminder vide letter dated 19.05.2021 to the corporate debtor and the personal guarantor. The corporate debtor had replied vide letter dated 28.05.2021 and requested to grant some time for repayment to the financial creditor as they were facing difficulties.



(v) The corporate debtor requested further 2 months' time for repayment of loan vide letter dated 08.06.2021, and the financial creditor granted further time of 2 months for repayment vide letter dated 11.06.2021.

(vi) The corporate debtor requested for an additional loan of Rs 12,70,000/- to the financial creditor vide letter dated 26.07.2021, and the financial creditor agreed to grant an additional loan vide letter dated 27.07.2021. Accordingly, a supplemental agreement dated 28.07.2021 was executed between the financial creditor and the corporate debtor for an amount of Rs 12,70,000/-. The total amount disbursed to the corporate debtor is Rs 1,76,70,000/-.

(vii) The following payments were made to the corporate debtor by the financial creditor in respect of the loan agreement:

- (a) 11.02.2021 – Rs 5,00,000/-
- (b) 15.02.2021 – Rs 35,00,000/-
- (c) 18.02.2021 – Rs 1,24,00,000/-
- (d) 28.07.2021 – Rs 12,70,000/-

(viii) The corporate debtor assured the financial creditor vide letter dated 31.07.2021 that the repayment of interest and principle amount would be done in timely manner according to the agreement.

(ix) The financial creditor issued a notice dated 14.12.2021 to the corporate debtor calling upon the entire loan of Rs 1,97,57,725/- including interest.

(x) The financial creditor has time and again requested the corporate debtor for the repayment of unsecured loan along with interest. However, the same is still unpaid.

3. In this context, defense placed by the corporate debtor in its affidavit in reply and submissions made thereon and as presented /argued by the learned counsel for the corporate debtor are summarized as under:



(i) The corporate debtor had financial crunches owing to which the corporate debtor stopped the operation of the factory premises. The corporate debtor had also taken financial assistance from Madhya Pradesh Finance Corporation which the corporate debtor was unable to pay and was in default.

(ii) The corporate debtor approached the financial creditor for a short-term financial assistance for a period of 24 months with a view to clear out the loan of Madhya Pradesh Financial Corporation. Even after repaying Madhya Pradesh Financial Corporation, the corporate debtor was unable to start the business.

(iii) The corporate debtor is going through severe financial crunch and is unable to pay the loan amount which is due and payable to the financial creditor. The corporate debtor has closed its factory premises and currently is unable to generate any revenue to repay the outstanding loan of the financial creditor.

(iv) There is no collusion by the corporate debtor with the financial creditor. Further, there are no proceedings under the SARFAESI Act, 2002, or under the Recovery of Debt Due to Banks and Financial Institutions Act, 1993 pending against the corporate debtor.

4. The financial creditor has proposed to appoint Mr. Chirag Rajendra Kumar Shah, having registration no. IBBI/IPA-001/IP-P01169/2018-2019/11837 as Interim Resolution Professional.

5. We have heard the learned counsel for the financial creditor as well as the learned counsel for the corporate debtor on the issue of admission of petition filed under section 7 of the Code and have perused the relevant records and documents. It is noted that loan agreement dated 18.02.2021 and supplemental loan agreement dated 28.07.2021 were executed between the financial creditor and the corporate debtor for an amount of Rs 1,64,00,000/- and Rs 12,70,000/- respectively. The same was to be repaid in 24 months in quarterly instalments, except for the supplemental agreement which was to be repaid in one month. A personal guarantee agreement dated 24.02.2021



was also executed by Mr. Maneesh Jain, director of the corporate debtor in favour of the financial creditor. A total of Rs 1,76,70,000/- was disbursed by the financial creditor to the account of the corporate debtor. Further, a notice dated 14.12.2021 was issued by the financial creditor to the corporate debtor calling the entire disbursed amount of the loan with interest. The financial creditor has also placed on record the National E-Governance Services Limited (NeSL) Certificate which shows total outstanding as Rs 1,97,57,725/-, default date 14.12.2021 and status of authentication as "Authenticated".

The corporate debtor has acknowledged the debt as due and payable to the financial creditor. Additionally, it has stated that its business is currently unable to generate revenue, and its factory premises is closed.

6. As per the above observations, it is clear that the corporate debtor has defaulted in repayment of its debts. The financial creditor has mentioned two default dates: (i) 18.05.2021, which corresponds to the due date for the first quarterly instalment of Rs 25,29,868/- under the initial agreement, and (ii) 27.08.2021, the due date for the supplemental loan agreement of Rs 12,70,000/-. A loan recall notice was issued on 14.12.2021. Accordingly, loan recall notice date i.e. 14.12.2021 will be considered as the date of default, when entire loan amount along with interests was recalled. Nevertheless, even if we consider the date of default mentioned by the financial creditor, the present petition is well within the limitation period, and the amount claimed to be in default meets the threshold limit as prescribed under section 4 of the Code, as such the petition deserves to be admitted. Accordingly, we allow this petition and order as under:

(i) Corporate debtor M/s Madhu Aluminium Private Limited is admitted in the Corporate Insolvency Resolution Process under section 7 of the Insolvency and Bankruptcy Code, 2016.

(ii) The moratorium under section 14 of the Insolvency and Bankruptcy Code, 2016 is declared for prohibiting all of the following in terms of section 14(1) of the Code.



- (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 Financial Assets and Enforcement of Security Interest Act, 2002;*
- (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.*

(iii) 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 Adjudicating Authority approves the Resolution Plan under sub-section (1) of section 31 or passes an order for liquidation of Corporate Debtor under section 33 of the Insolvency and Bankruptcy Code, 2016, as the case may be.

(iv) As approved by the Financial Creditor, we appoint Mr. Chirag Rajendra Kumar Shah, having registration no. IBBI/IPA-001/IP-P01169/2018-2019/11837, having address at: 208, Ratnaraj Spring, Beside Navnirman Bank, Opposite HDFC Bank House, Navrangpura, Ahmedabad, Gujarat- 380009, E-mail: [chirag.irp@gmail.com](mailto:chirag.irp@gmail.com), to act as an Interim Resolution Professional under section 13(1)(c) of the Code. He shall conduct the Corporate Insolvency Resolution Process as per the provisions of Insolvency and Bankruptcy Code, 2016 r.w. Regulations made thereunder.

(v) The IRP so appointed shall make a public announcement of initiation of Corporate Insolvency Resolution Process (CIRP) and call for



submissions of claims under section 15 as required by section 13(1)(b) of the Code.

(vi) 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. The corporate debtor to provide effective assistance to the IRP as and when he takes charge of the assets and management of the corporate debtor.

(vii) The IRP shall perform all his functions as contemplated, *inter alia*, by sections 17, 18, 20 & 21 of the Code. It is further made clear that all personnel connected with Corporate Debtor, its Promoter or any other person associated with management of the Corporate Debtor are under legal obligation under section 19 of the Code extending every assistance and co-operation to the Interim Resolution Professional. Where any personnel of the Corporate Debtor, its Promoter or any other person required to assist or co-operate with IRP, do not assist or co-operate the IRP is at liberty to make appropriate application to this Adjudicating Authority with a prayer for passing an appropriate order.

(viii) The IRP shall be under duty to protect and preserve the value of the property of the 'Corporate Debtor' and manage the operations of the Corporate Debtor as a going concern as a part of obligation imposed by section 20 of the Insolvency & Bankruptcy Code, 2016.

(ix) The Financial Creditor is directed to pay an advance of Rs.1,00,000/- (Rupees One Lakh Only) to the IRP within two weeks from the date of receipt of this order for the purpose of smooth conduct of Corporate Insolvency Resolution Process (CIRP) and IRP to file proof of receipt of such amount to this Adjudicating Authority along with First Progress Report. Subsequently, IRP may raise further demands for Interim funds, which shall be provided as per Rules.

(x) The Registry is directed to communicate a copy of this order to the Financial Creditor, Corporate Debtor and to the Interim Resolution Professional and the concerned Registrar of Companies, after



completion of necessary formalities, within seven working days and upload the same on website immediately after pronouncement of the order.

(xi) The IRP shall also serve a copy of this order to the various departments such as Income Tax, GST, State Trade Tax, and Provident Fund etc. who are likely to have their claim against Corporate Debtor as well as to the trade unions/employee's associations so that they are informed of the initiating of CIRP against the Corporate Debtor timely.

(xii) The commencement of the Corporate Insolvency Resolution Process shall be effective from the date of this order.

7. Accordingly, CP(IB)/41/MP/2022 stands admitted.

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**KAUSHALENDRA KUMAR SINGH**  
**MEMBER (TECHNICAL)**

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**P. MOHAN RAJ**  
**MEMBER (JUDICIAL)**

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