NATIONAL COMPANY LAW TRIBUNAL
INDORE BENCH
COURT NO. 1

ITEM No.201
C.P.(IB)/53(MP)2021

Order under Section 95 IBC

IN THE MATTER OF:

State Bank of India ....**Applicant**
V/s
Shri Bernard John ....**Respondent**

Coram:

Hon'ble Shri Brajendra Mani Tripathi, Member (J)
Hon'ble Shri Man Mohan Gupta Member (T)

PRONOUNCEMENT OF ORDER
Delivered on 01/09/2026

The case is fixed for pronouncement of the order.

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

Sd/- Sd/-

MAN MOHAN GUPTA
MEMBER (TECHNICAL)

BRAJENDRA MANI TRIPATHI
MEMBER (JUDICIAL)

Tomar

IN THE NATIONAL COMPANY LAW TRIBUNAL

BENCH AT INDORE

CP(IB) No. 53 of 2021

State Bank of India
Stressed Assets Management Branch,
1st Floor, SBI Building, Plot No. 1,
Arera Hills, Near Old Jail Road,
Bhopal, M.P. 462011
Through the Assistant General Manger ... **Financial Creditor**

Versus

Shri Bernard John,
House No E - 4/156 Arera Colony,
Bhopal (M.P.)-462016 ... **Personal Guarantor**

C O R A M:

HON'BLE SH. BRAJENDRA MANI TRIPATHI, MEMBER (J)

HON'BLE SH. MAN MOHAN GUPTA, MEMBER (T)

Pronounced on: 01.09.2026

Appearance:

For the Applicant : Mr. Mandeep Singh Saluja, Adv

For the Respondent : Mr. Vijayesh Atre, Adv a.w.

Ms. Aarya Chhangani, Adv

O R D E R

The present Company Petition bearing **CP (IB) No. 53(MP) of 2021** ("Petition") has been filed by **State Bank of India** ("Financial Creditor"/"Applicant") under Section 95 of the Insolvency and Bankruptcy Code, 2016 ("IBC"/"Code") read with Rule 7(2) of the Insolvency and Bankruptcy (Application to Adjudicating Authority for Insolvency Resolution Process for Personal Guarantors to Corporate Debtors) Rules, 2019 ("Personal Guarantors Rules"), seeking initiation of the Personal Insolvency Resolution Process ("PIRP") against **Shri Bernard John** ("Personal Guarantor"/"Respondent"), who is the personal guarantor of M/s GEI Industrial Systems Limited ("Corporate Debtor").

BRIEF FACTS OF THE CASE:

a) The Corporate Debtor, M/s GEI Industrial Systems Ltd., was incorporated with the Registrar of Companies, Gwalior, on 28.12.1993.

b) The Corporate Debtor approached the Applicant, along with six other consortium banks, seeking sanction of credit facilities. On **24.03.2009**, a loan agreement was executed between the Corporate Debtor and the Applicant. On the same date, the Respondent, along with, Mr. C.E. Fernandes and Smt. Everlyn Fernandes, executed a Deed of Guarantee in favour of the Applicant, undertaking personal liability for repayment of the sanctioned facilities.

c) The consortium extended further credit facilities to the Corporate Debtor on **30.08.2010**. The Corporate Debtor executed a

Supplemental Joint Working Capital Consortium Agreement, and the Respondent simultaneously executed a supplemental deed of guarantee confirming his continuing personal liability.

d) A fresh deed of guarantee was executed on **23.08.2011** jointly by the Respondent, Mr. C.E. Fernandes and Mrs. Evelyn Fernandes, reaffirming their obligations as personal guarantors to the consortium.

e) The credit facilities were further enhanced in 2015. Accordingly, a new loan agreement was executed on **31.03.2015** between the Corporate Debtor and the lenders, and to secure repayment, the Respondent executed a Form C-4 – Deed of Guarantee for Overall Limit dated **31.03.2015** (Annexure A/23) ("Deed of Guarantee") in favour of the Applicant and the consortium banks.

f) Due to financial difficulties, the account of the Corporate Debtor was classified as a Non-Performing Asset ("NPA") on **28.05.2016**, with outstanding dues of Rs. 35,13,03,151/-.

g) Following the NPA classification, the Applicant issued a Demand-cum-Recall Notice dated **30.09.2016** to the Corporate Debtor and to the personal guarantors – the Respondent, Mr. C.E. Fernandes and Mrs. Evelyn Fernandes – invoking the personal guarantees and calling upon them to discharge the outstanding dues within seven days. The stipulated period expired on **07.10.2016** without any repayment, constituting default on the part of the Respondent as well.

h) ICICI Bank, as lead bank of the consortium, filed a recovery suit before the Debts Recovery Tribunal on 14.03.2017 for a total sum of Rs. 219,01,93,898.92/-, of which the dues of the Applicant alone amounted to Rs. 38,02,35,194.11/-. On 19.05.2017, ICICI Bank also issued a notice under Section 13(2) of the SARFAESI Act, 2002, demanding Rs. 253,10,02,396.38/-.

i) Insolvency proceedings were initiated against the Corporate Debtor on the petition of M/s Beeta Kone Tools, an Operational Creditor, under Section 9 of the Code, which was admitted by the NCLT, Ahmedabad Bench, on **20.07.2017** in C.P. (IB) No. 35/9/NCLT/AHM/2017, and CIRP was initiated against the Corporate Debtor.

j) Pursuant to the public announcement made by the Interim Resolution Professional, the Applicant filed its claim of Rs. 43,83,49,733.24/- with the Resolution Professional of the Corporate Debtor on 14.08.2017.

k) The balance sheets of the Corporate Debtor for the financial years 2016-17, 2017-18, 2018-19 and 2019-20, prepared by M/s Shikha Tiwari & Associates, reflected and acknowledged the outstanding dues owed to the Applicant and the other consortium lenders.

l) As the default continued, the Applicant issued a Demand Notice dated **21.01.2021** under Rule 7(1) of the Personal Guarantors Rules, demanding Rs. 78,94,45,334.12/- from the Respondent in his capacity as personal guarantor. The Respondent did not reply to the said notice.

m) The Applicant thereafter filed the present Petition under Section 95 of the Code against the Respondent, which was registered as **C.P. (IB) No. 53(MP)/2021**.

n) Vide order dated **25.11.2021**, this Adjudicating Authority appointed Mr. Rahul Anand as the Resolution Professional ("RP"). The RP issued a notice on 27.11.2021 to the Respondent through e-mail and speed post, seeking details and relevant documents. The Respondent refused delivery, and the notice was returned on 02.12.2021 with the endorsement "refused".

o) Relying upon the documents on record, including the balance sheets of the Corporate Debtor acknowledging the debt for FY 2016-17 to 2019-20, the RP submitted his Report on **06.12.2021** recommending admission of the Petition under Section 95 of the Code.

p) After the filing of the RP's Report, the Respondent, for the first time, contested the proceedings and filed a reply by way of affidavit dated **08.03.2022** and raised following objections:

   i. that the Petition was barred by limitation, since NPA classification occurred on 28.05.2016, and no balance confirmation had been signed by the Respondent beyond 31.03.2012, nor was the guarantee revived thereafter;

   ii. that the documents in support of the Petition and the RP's Report were not duly certified and verified in terms of Rules 23 and 26 of Part III of the National Company Law Tribunal Rules, 2016 read with Rule 10(1) of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016;

iii. that the affidavit in support of the RP's Report was not duly stamped under the Indian Stamp Act, 1899, as applicable in Madhya Pradesh;

iv. that Mr. Mahesh Kumar Verma, Assistant General Manager of the Applicant Bank, was not competent to sign and verify the Petition, since the Letter of Authority in his favour was signed by the Deputy General Manager, allegedly not empowered under Regulation 76 and 77 of the SBI General Regulations, 1955;

v. that the statement of accounts filed with the Petition was not a “certified copy” in terms of Section 2(8) read with Section 2A of the Bankers' Books Evidence Act, 1891; and

vi. on merits, that the guarantee and security documents were inadequately stamped and unregistered and hence inadmissible/unenforceable, and that the Respondent was entitled to defences under Sections 23, 126, 128, 133, 135, 140, 141 and 145 of the Indian Contract Act, 1872, including that the guarantee had lost its efficacy after 31.03.2012 and had never been invoked.

q) The Applicant filed a rejoinder dated **22.04.2022**, submitting, inter alia, that all documents annexed to the Petition were duly verified with the originals; that the objections raised were merely technical; that execution of the loan agreements and Deeds of Guarantee, and the occurrence of default, were undisputed; that the Petition had been validly signed and verified by a duly authorised officer of the Applicant Bank in terms of the Gazette Notification dated

02.05.1987; that due service of notice had been effected by speed post, e-mail and WhatsApp but was deliberately refused by the Respondent; and that the balance sheets of the Corporate Debtor up to FY 2019-20 continued to acknowledge liability towards the Applicant, binding upon the Respondent in terms of the Deed of Guarantee.

r) This Adjudicating Authority, vide order dated **16.07.2024**, dismissed the Petition, holding that the same was barred by limitation, and further holding that the balance sheets relied upon by the Applicant were not signed by the Respondent but by Mr. C.E. Fernandes, another Director, on behalf of the Board of Directors, and could not, therefore, constitute a valid acknowledgment as against the Respondent.

s) Aggrieved by the order dated 16.07.2024, the Applicant preferred an appeal before the Hon'ble National Company Law Appellate Tribunal, Principal Bench, New Delhi, being **Company Appeal (AT) (Ins.) No. 1742 of 2024**.

t) The Hon'ble NCLAT, vide its Judgment dated **17.10.2025**, framed the following issues for determination: (i) whether the Petition was barred by limitation; (ii) whether the balance sheets of the Corporate Debtor for FY 2016-17 onwards were legally valid, and whether the acknowledgment of debt contained therein bound the Respondent under Section 128 of the Indian Contract Act, 1872; and (iii) whether the personal guarantee had been validly invoked by the Applicant.

u) After detailed consideration of the Deed of Guarantee dated 31.03.2015 (including Clauses 8, 12 and 19 thereof), the Demand-cum-Recall Notice dated 30.09.2016, the balance sheets of the Corporate Debtor and the applicable law – including *Asset Reconstruction Company (India) Ltd. v. Bishal Jaiswal*, (2021) 6 SCC 366; *Dena Bank v. C. Shivakumar Reddy*, (2021) 10 SCC 330; *Syndicate Bank v. Channaveerappa Beleri*, (2006) 11 SCC 506; and *State Bank of India v. Indexport Registered*, (1992) 3 SCC 159 – the Hon'ble NCLAT held and found as follows:

i. The Demand-cum-Recall Notice dated 30.09.2016, addressed to the Corporate Debtor and to the personal guarantors including the Respondent, constituted a valid and unequivocal invocation of the Deed of Guarantee, and default crystallised on 07.10.2016 upon expiry of the seven-day notice period;

ii. the balance sheets of the Corporate Debtor for FY 2016-17 to FY 2019-20 contained clear and unequivocal acknowledgment of the debt owed to the Applicant, and remained valid notwithstanding that they were signed by suspended directors during CIRP, since the statutory obligation to sign financial statements under Sections 129 and 134 of the Companies Act, 2013 survives suspension of the Board's powers under Section 17(1)(b) of the Code;

iii. by virtue of Section 128 of the Indian Contract Act, 1872 and Clauses 12 and 19 of the Deed of Guarantee dated 31.03.2015 (which deem any acknowledgment by the borrower to be binding upon, and made on behalf of, the guarantor), the acknowledgments in the Corporate Debtor's balance sheets validly extended limitation as against the Respondent as well;

iv. the exclusion of the period from 15.03.2020 to 28.02.2022 pursuant to the Hon'ble Supreme Court's Suo Motu orders in *In Re: Cognizance for Extension of Limitation, Suo Motu W.P. (C) No. 3 of 2020*, further extended limitation, and the Petition, filed in October 2021, was well within limitation; and

v. the Demand-cum-Recall Notice dated 30.09.2016 also constituted valid invocation of the personal guarantee of the Respondent, and the decision in *State Bank of India v. Deepak Kumar Singhania*, Company Appeal (AT) (Insolvency) No. 191 of 2025, relied upon by the Respondent, was distinguishable and inapplicable to the facts of the present case.

v) Accordingly, the Hon'ble NCLAT allowed the appeal, set aside the order dated 16.07.2024 passed by this Adjudicating Authority, and directed the parties to appear before this Adjudicating Authority on **28.10.2025** for further proceedings, with pending IAs, if any, closed, and no order as to costs.

w) Pursuant to the aforesaid remand, and following the dismissal of the further challenge preferred by the Respondent against the said Judgment before the Hon'ble Supreme Court of India – as recorded in the Applicant's written submissions dated 13.08.2026 and not controverted by the Respondent – the findings of the Hon'ble NCLAT on limitation and invocation of the personal guarantee have attained finality between the parties. The matter was accordingly listed before this Adjudicating Authority for further proceedings, and both parties were heard and permitted to file written submissions.

SUBMISSIONS OF THE APPLICANT

a) Ld. Counsel for the Applicant submits that the questions of limitation and invocation of the personal guarantee no longer survive for consideration before this Tribunal, having been conclusively determined by the Hon'ble NCLAT vide Judgment dated 17.10.2025, which findings have since attained finality upon dismissal of the Respondent's challenge before the Hon'ble Supreme Court, and that the said findings constitute the ratio decidendi of the NCLAT's Judgment and bind the parties in these proceedings.

b) Ld. Counsel further submits that the objection regarding the authority of Mr. Mahesh Kumar Verma to institute the Petition is misconceived, a specific Letter of Authority dated 07.09.2021 having been issued in his favour by the competent authority of the Applicant Bank under Regulation 76(1) of the SBI General Regulations, 1955, read with Section 50 of the SBI Act, 1955, with the accompanying affidavit duly sworn by him.

c) Ld. Counsel further submits that the Respondent's reliance upon Sections 133, 135, 140, 141 and 145 of the Indian Contract Act, 1872 is misconceived and unsupported by any pleading or evidence of material variation of the terms of contract, composition, or discharge of the guarantee; that the Deed of Guarantee, particularly Clauses 1, 7, 8, 9, 12 and 19, expressly preserves the Applicant's right to proceed directly and independently against the Respondent as guarantor, consistent with Sections 126 and 128 of the Contract Act.

d) Ld. Counsel finally submits that the RP, after due examination, has recommended admission of the Petition in his Report; and that the Petition, being within limitation, supported by a valid invocation of the guarantee, and the Report of the RP, and unrebutted on the merits of debt and default, satisfies all requirements for admission under Section 100 of the Code. It is accordingly prayed that the Petition be admitted, a Resolution Professional confirmed under Section 97 of the Code, and such further orders passed as this Tribunal may deem fit.

SUBMISSIONS OF THE RESPONDENT

a) Ld. Counsel for the Respondent, without reiterating the issues of limitation and invocation of guarantee – which stand concluded by the Hon'ble NCLAT – has pressed the following objections:

i. that the documents filed in support of the Petition and the RP's Report are not duly certified and verified in terms of Rule 23(2) of the National Company Law Tribunal Rules, 2016 and Rule 10(1) of the Adjudicating Authority Rules, 2016, being uncertified photocopies not verified from the originals;

ii. that the affidavit in support of the RP's Report is not duly stamped under the Indian Stamp Act as applicable in Madhya Pradesh, and therefore has no evidentiary value;

iii. that Mr. Mahesh Kumar Verma was not competent to sign and verify the Petition, the Letter of Authority in his favour having been signed by the Deputy General Manager, who, it is contended, is not empowered under Regulation 76(1) of the SBI General Regulations, 1955 to issue such authority, in the absence of a Gazette Notification on record;

iv. that the copy of the account statement filed with the Petition does not satisfy the requirements of a “certified copy” under Section 2(8) read with Section 2A of the Bankers' Books Evidence Act, 1891;

v. that the guarantee and security documents are inadequately stamped under the Indian Stamp Act as applicable in Madhya Pradesh and are therefore inadmissible in evidence, and that the security documents, being unregistered under the Registration Act, 1908, are unenforceable; and

vi. that, in any event, the guarantor's liability is only secondary to that of the principal debtor; that the guarantee, unrevived after 31.03.2012, has lost its efficacy; that its execution amounted to duress within the meaning of Section 23 of the Contract Act; and that it stands discharged on account of variation of the terms of lending under Section 133 and composition under Section 135 of the Contract Act.

REPORT OF THE RESOLUTION PROFESSIONAL

a) As noted above, this Tribunal, vide order dated 25.11.2021, appointed Mr. Rahul Anand as the Resolution Professional. Upon appointment, the RP issued a notice to the Respondent on 27.11.2021 seeking details, proof of repayment and other relevant information as contemplated under Section 99(2) of the Code, which notice was returned undelivered/refused on 02.12.2021.

b) The RP thereafter examined the Petition and the material on record, including the Deed of Guarantee dated 31.03.2015, the Demand-cum-Recall Notice dated 30.09.2016, and the balance sheets of the Corporate Debtor for FY 2016-17 to 2019-20 acknowledging the debt due to the Applicant, and submitted his Report dated **06.12.2021** under Section 99 of the Code, recommending that the Petition be admitted under Section 100 of the Code, having found that the requirements of Sections 95 and 99 of the Code stood satisfied and that the Respondent had furnished no proof of repayment of the debt claimed.

OBSERVATION AND ANALYSIS

a) We have heard Ld. Counsel for the Applicant and Ld. Counsel for the Respondent, and have perused the pleadings, the written submissions filed by the parties, the Report of the Resolution Professional, and the Judgment of the Hon'ble NCLAT dated 17.10.2025 in Company Appeal (AT) (Ins.) No. 1742 of 2024.

b) At the outset, we note that this matter is before us on remand from the Hon'ble NCLAT, which, by its Judgment dated 17.10.2025, set aside the earlier order of this Tribunal dated 16.07.2024 and categorically held, after due consideration of the rival contentions and the material on record, that (i) the Petition is within limitation, and (ii) the personal guarantee of the Respondent stands validly invoked. These findings, having attained finality upon dismissal of the Respondent's further challenge before the Hon'ble Supreme Court, are binding upon this Adjudicating Authority and cannot be reopened or re-agitated in these proceedings. We respectfully adopt and follow the said findings.

c) Consequently, we hold that:

   i. the demand-cum-recall notice dated 30.09.2016 crystallised the default of the Respondent on 07.10.2016;

   ii. the balance sheets of the Corporate Debtor for FY 2016-17 to FY 2019-20 contain valid and binding acknowledgments of the debt as against the Respondent, in terms of Section 18 of the Limitation Act, 1963, read with Clauses 12 and 19 of the Deed of Guarantee dated 31.03.2015 and Section 128 of the Indian Contract Act, 1872;

   iii. the period from 15.03.2020 to 28.02.2022 stands excluded in computing limitation, in terms of the Hon'ble Supreme Court's Suo Motu orders in Re: Cognizance for Extension of Limitation, Suo Motu W.P. (C) No. 3 of 2020, and the Petition, filed in October 2021, is well within limitation; and

   iv. the demand-cum-recall notice dated 30.09.2016 constitutes valid invocation of the personal guarantee of the Respondent.

d) We now examine the remaining objections raised by the Respondent, which were not the subject matter of adjudication before the Hon'ble NCLAT.

i. **Objection as to certification/verification of documents:** The Petition is supported by an affidavit of the authorised officer of the Applicant Bank affirming the correctness of its contents and the documents relied upon. The Respondent has, at no stage, disputed the genuineness of the underlying transactions – namely, the sanction and disbursement of credit facilities, the execution of the successive Deeds of Guarantee, or the occurrence of default. In the absence of any specific denial of the authenticity of the documents on merits, or demonstration of prejudice occasioned by the alleged non-certification, we are of the view that this is a technical objection which does not go to the maintainability of the Petition, more so in proceedings under a time-bound, summary Code such as the IBC. The objection is accordingly rejected.

ii. **Objection as to stamping of the affidavit in support of the RP's Report:** Any deficiency in stamping of an affidavit is a curable defect and does not affect the substantive rights of the parties or the maintainability of the Petition, particularly where, as here, the facts stated in the Report are independently corroborated by the Deed of Guarantee, the demand-cum-recall notice and the balance sheets of the Corporate Debtor already on record. The objection is rejected.

iii. **Objection as to the authority of Mr. Mahesh Kumar Verma:** A Letter of Authority dated 07.09.2021 has been issued in favour of Mr. Mahesh Kumar Verma, Assistant General Manager (SMGS-V) of the Applicant Bank, under Regulation

76(1) of the SBI General Regulations, 1955 read with Section 50 of the SBI Act, 1955, and the Petition has been affirmed by way of affidavit sworn by the said officer. The Respondent has not placed any material on record to demonstrate that the officer issuing the said Letter of Authority lacked competence to do so, or that the delegation of authority under the applicable Gazette Notification does not extend to institution of proceedings of the present nature. The objection is accordingly rejected.

iv. **Objection as to compliance with the Bankers' Books Evidence Act, 1891:** The existence of debt and default in the present case does not rest solely on the statement of accounts filed by the Applicant but stands independently established through the Deed of Guarantee dated 31.03.2015, the demand-cum-recall notice dated 30.09.2016, the proceedings before the Debts Recovery Tribunal, and the balance sheets of the Corporate Debtor, all of which have been considered by the Hon'ble NCLAT while affirming the debt and default. The technical objection as to the form of the bank statement does not, therefore, detract from the debt and default already established, and is rejected.

v. **Objection as to stamping/registration of the guarantee and security documents:** Any deficiency in stamping of the Deed of Guarantee or the security documents, even if assumed, would at best render such documents liable to impounding and payment of deficit stamp duty and penalty; it does not extinguish or discharge the underlying debt, particularly where execution of the Deed of Guarantee dated 31.03.2015 is not disputed. Non-registration of the security documents, if any, may affect enforceability of the security interest created thereby but does not affect the existence of the debt or the personal liability of the Respondent as guarantor. These objections do not constitute a bar to admission of the Petition.

vi. **Objections under the Indian Contract Act, 1872:** Clause 8 of the Deed of Guarantee dated 31.03.2015 expressly declares the guarantee to be a continuing one, valid for all amounts due and payable and not affected by any variation of the credit facilities within the overall sanctioned limit. The clause 8 of Deed of Guarantee dated 31.03.2015 is produced below:

> "*Clause 8: The guarantee herein contained is a continuing one for all amounts advanced by the Bank to the Borrower in respect of or under the aforesaid credit facilities as also for all interest costs and other monies which may from time to time become due and remain unpaid to the Bank thereunder and shall not be determined or in any way be affected by any account or accounts opened or to be opened by the Bank becoming nil or coming into credit at any time or from time to time or by reason of the said account or accounts being closed and fresh account or accounts being opened in respect of fresh facilities being granted within the overall limit sanctioned to the Borrower.*"

Clauses 12 and 19 further render the Respondent's liability co-extensive with, and bound by, the acknowledgments and admissions of the principal borrower – a position consistent with Section 128 of the Indian Contract Act, 1872 and affirmed in *State Bank of India v. Indexport Registered*, (1992) 3 SCC

159, and *Syndicate Bank v. Channaveerappa Beleri*, (2006) 11 SCC 506. The Clauses 12 and 19 of Deed of Guarantee dated 31.03.2015 is produced below:

"Clauses 12: The Guarantors affirm confirm and declare that any balance confirmation and/or acknowledgment of debt and/or admission of liability given or promise or part payment made by the Borrower or the authorised agent of the Borrower to the Bank shall be deemed to have been made and/or given by or on behalf of the Guarantors themselves and shall be binding upon each of them."

"Clauses 19: The Guarantors agree that any admission or acknowledgement in writing signed by the Borrower of the liability or indebtedness of the Borrower or otherwise in relation to the above mentioned credit facilities and or any part payment as may be made by the Borrower towards the Principle, sum hereby guaranteed or any judgement, award or order obtained by the Bank against the Borrower shall be binding on the Guarantors and the Guarantors accent the correctness of any statement of account that may be served on the Borrower which is duly certified by any Officer of the Bank and the same shall be binding and conclusive as against the Guarantors also and the Guarantors further agree that in the Borrower making an acknowledgement or making a payment the-Borrower shall in addition to his personal capacity be deemed to act as the Guarantors duly authorised agent in that behalf for the purposes of Sections 18 and 19 of the Limitation Act of 1963."

The Section 128 of the Indian Contract Act, 1872 is produced below:

"Section 128: Surety's liability.—The liability of the surety is co- extensive with that of the principal debtor, unless it is otherwise provided by the contract."

e) The Respondent has neither pleaded with particularity, nor placed any material on record to establish, any specific variation in the terms of lending, any composition or arrangement between the Applicant and the Corporate Debtor resulting in discharge of the guarantee, or any circumstance amounting to duress or undue influence vitiating free consent at the time of execution of the guarantee. These being bald and unsubstantiated pleas, we find no merit in the same, and the objections are rejected.

f) We further note that the Report of the Resolution Professional dated 06.12.2021, after due examination of the Petition in terms of Sections 95 and 99 of the Code, recommends admission of the Petition, having found the requirements of the Code satisfied and the Respondent to have furnished no proof of repayment despite notice. We find no reason to disagree with the said recommendation.

g) Accordingly, having regard to (i) the binding findings of the Hon'ble NCLAT on limitation and invocation of the personal guarantee, (ii) rejection of the Respondent's remaining procedural and substantive objections for the reasons recorded above, and (iii) the Report of the Resolution Professional recommending admission, we are satisfied that the Petition is complete in all respects and that the requirements of Section 100 of the Insolvency and Bankruptcy Code, 2016 stand fulfilled. The Petition is fit for admission. Ordered accordingly.

O R D E R

In view of the aforesaid findings, and upon being fully satisfied that the requirements of Section 100 of the Insolvency and Bankruptcy Code, 2016 stand fulfilled in the present proceedings, this Adjudicating Authority hereby passes the following Order:

a. The Petition bearing **CP (IB) No. 53(MP) of 2021**, filed under Section 95 of the Insolvency and Bankruptcy Code, 2016, is hereby **ADMITTED** under Section 100 of the IBC.

b. The Personal Insolvency Resolution Process (PIRP) in respect of **Shri Bernard John**, the Respondent/Personal Guarantor herein, is hereby **initiated** with effect from the date of this Order.

c. Mr. Rahul Anand, Resolution Professional (already appointed vide order of this Tribunal dated 25.11.2021)(AFA valid till 31st December 2026), is hereby **confirmed as the Resolution Professional** for the conduct of the PIRP of the Respondent, with directions to carry out all functions, duties and responsibilities assigned under the Code, the Personal Guarantors Rules, and the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Personal Guarantors to Corporate Debtors) Regulations, 2019.

d. The **moratorium** under Section 101 of the IBC shall come into effect from the date of this Order and shall remain operative for the period of the PIRP, subject to the conditions and exceptions provided under the Code, and shall cease to have effect at the end of the period of one hundred and eighty days beginning with the date of admission of the Petition, or on the date this Adjudicating Authority passes an order on the repayment plan under Section 114 of the Code, whichever is earlier.

e. The Resolution Professional shall cause a **public announcement** of the initiation of the PIRP in terms of Section 102 of the IBC and Regulation

6 of the PIRP Regulations, within three (3) days from the date of this Order.

f. The Applicant is directed to deposit a sum of Rs. 50,000/- (Rupees Fifty Thousands only), towards his fees and expenses, within one week of this Order, subject to adjustment/reimbursement in accordance with the Code and the Regulations framed thereunder.

g. The Respondent/Personal Guarantor shall, upon receipt of the public announcement, submit a **Statement of Affairs** to the Resolution Professional within the period prescribed under the Code and the Regulations.

h. The Resolution Professional is directed to submit a **status report** to this Tribunal on the progress of the PIRP within thirty (30) days of this Order.

i. A copy of this Order shall be communicated to the Resolution Professional, the Applicant/Financial Creditor, and the Respondent/Personal Guarantor forthwith.

Accordingly, **CP (IB) No. 53(MP) of 2021** filed under Section 95 of the IBC, 2016 is **ADMITTED**, and the Personal Insolvency Resolution Process stands initiated against the Respondent/Personal Guarantor.

Sd/-	Sd/-
MAN MOHAN GUPTA	**BRAJENDRA MANI TRIPATHI**
(MEMBER TECHNICAL)	**(MEMBER JUDICIAL)**

Vanshika-LRA