

**NATIONAL COMPANY LAW TRIBUNAL
NEW DELHI BENCH**

(IB)-89(ND)/2018

In the matter of:

Gozoop Online Private Limited

(501, Prime Corporate Park,

Sahar Air Road Kanti Nagar,

J. B. Nagar, Andheri-East,

Mumbai-400099)

.....Applicant

Vs.

Om Pizzas and Eats India Pvt. Ltd.

(Shop-G-3, G-Floor, Plot No. 4,

Sector-12, PKT-7 Malhan, Falcon Plaza,

Dwarka, New Delhi - 110078)

.....Respondents

SECTION: U/s 9 of IBC, 2016

Order delivered on 16.03.2018

Coram:

SMT. INA MALHOTRA, HON'BLE MEMBER (J)

SMT. DEEPA KRISHAN, HON' BLE MEMBER (T)

For the Petitioner: Mr. Jitender Kumar Saranji, CA

For the Respondent: Mr. Milan Singh Negi and Mr. Nishant Piyush,
Advocates.

ORDER

PER SMT. INA MALHOTRA, MEMBER (J)



The present petition has been filed under Section 9 of Insolvency

(IB)-89(ND)/2018

Gozoop Online Pvt. Ltd. Vs. Om Pizzas and Eats India Pvt. Ltd.

Bankruptcy Code, 2016 (hereinafter referred to as the "Code") praying for initiating the Corporate Insolvency Process against the Respondent Corporate Debtor on grounds of its inability to liquidate its financial debts.

2. As per averments, the Corporate Debtor entered into a service agreement with the Operational Creditor for being provided with digital media services. During the course of the business transactions, invoices were raised for the services rendered. A total of 8 invoices were raised between 05.12.2016 to 09.05.2017. Despite requests and repeated reminders, the Corporate Debtor failed to pay the amounts thereunder. The Operational Creditor has placed reliance on various emails acknowledging the debt, but evading the same on grounds of reconciliation of the account for which they requested to be supplied with the invoices and the ledger statement. The same was communicated to the Corporate Debtor which acknowledged the receipt vide its email dated 31.05.2017.

3. Since no steps were taken by the Corporate Debtor to reduce its liability, a demand notice u/s 8 of the Code was issued in the required format. As per the averments, it is submitted that the same was not replied to, nor any dispute raised.

4. The petition is filed in the required format claiming a sum of Rs.19,20,492/- in terms of the balance due, after taking into account a credit note and the Tax which was deducted but not deposited. The petition is annexed with the requirements as per the provisions of Section 9(3) (b) & (c) of the Code.



5. Steps were taken to serve the Corporate Debtor including through the process of the Bench. Corporate Debtor was served at its registered office as well as its Corporate Office. Initially an appearance was put in by Mr. Nishant Piyush, Advocate. He was granted time to file his reply. However, despite opportunity, no steps were taken to repudiate the allegations or resist the prayer made in the petition. No dispute was raised either by way of oral submissions or by way of a reply. In fact on 13.03.2018, when the matter was taken up, Mr. Milan Singh Negi, Ld. Counsel for the Corporate Debtor candidly acknowledged the unpaid operational debt, but expressed the inability to liquidate the same on account of acute financial distress.

6. Keeping in view that the allegations made by the Operational Creditor which stand admitted by the Corporate Debtor, the prayer made by the Operational Creditor merits consideration.

7. Accordingly, the petition stands admitted. A moratorium in terms of Section 14 is accordingly imposed forthwith, staying:-

"(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 Securitisation 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.

Further,

- (2) The supply of essential goods or services to the corporate debtor as may be specified shall not be terminated or suspended or interrupted during moratorium period.
- (3) The provisions of sub-section (1) shall not apply to such transactions as may be notified by the Central Government in consultation with any financial sector regulator.
- (4) The order of moratorium shall have effect from the date of such order till the completion of the corporate insolvency resolution process."

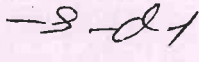


8. The petitioner has not proposed the name of any Interim Resolution Professional. Accordingly, this Bench appoints Mr. Sanjay Sahni from the list of empanelled IRPs with the IBBI as the IRP in this case.

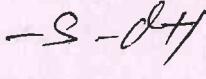
His details are IBBI/IPA-001/IP-P00341/2017-18/10642; Email ID:

casanjaysahni@gmail.com; Mobile No.: 9810282770.

9. The IRP shall ensure compliance of her statutory duties, more specifically in terms of Section 15, 17, 18, 20 & 21 of the Code.
10. The petitioner is directed to deposit a sum of Rs. 2 lakhs to meet the urgent expenses at the disposal of the IRP who shall justify all expenses made.
11. Report of the IRP along with the minutes of the COC be filed on expiry of his term. To come up on 20th April, 2018.
12. Copy of the order be communicated to both the parties.


(Deepa Krishan)
Member (T)




(Ina Malhotra)
Member (J)


21/3/2018

NIRMALA VINCENT
Court Officer
National Company Law Tribunal
Govt. of India, New Delhi

1 (Sapna Bhatia)