

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

CP (IB) No. 136/Chd/Pb/2018

**Amended Petition
 Under Section 7 of Insolvency and
 Bankruptcy Code, 2016**

In the matter of :

UCO Bank having its
 Head Office at No.10,
 B.T. Maharaj Sarani,
 Kolkata-700001

And

Branch Office at Civil Lines,
 Bharat Nagar Chowk, Ludhiana
 Through its Attorney and Principal
 Officer, Sh. Durga Dass Chaudhary,
 Manager, Zonal Office
 Sector 17, Chandigarh.

...Petitioner/Financial Creditor

Versus.

Oswal Spinning and Weaving
 Mills Ltd. having its registered
 office at G.T. Road, Doraha,
 Ludhiana, Punjab.

...Respondent/Corporate Debtor

Judgement delivered on: 30.10.2018

**Coram: Hon’ble Mr. Justice R.P. Nagrath, Member (Judicial)
 Hon’ble Mr. Pradeep R. Sethi, Member(Technical)**

For the Petitioner : Mr. R.S. Bhatia, Advocate.

For the Respondent : Mr. Gaurav Mankotia, Advocate

Per: Pradeep R. Sethi, Member(Technical)

JUDGEMENT

The present petition in Form No.1 has been filed by UCO Bank 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 (hereinafter referred to as Rules) for initiation of Corporate Insolvency Resolution Process (CIRP) in the case of M/s Oswal Spinning and Weaving Mills Ltd. (hereinafter referred to as corporate debtor). It is stated that the corporate debtor was incorporated on 26.02.1965 and is engaged in manufacturing of textiles and wholesale trading of textiles and has been availing credit facilities from UCO bank since long and in consortium with pari passu charge of State Bank of Patiala. The registered office of the company is situated at G.T. Road, Doraha, Ludhiana. Therefore, the petition lies within the territorial jurisdiction of this Bench of the Tribunal.

2. The petition was originally submitted on behalf of UCO Bank by Shri Avtar Singh, Senior Manager, Branch Office, Civil Lines, Bharat Nagar Chowk, Ludhiana and he is stated to be duly authorized to file the application by Power of Attorney dated 25.01.2000 (Annexure A-1 of the petition) and the competent authority is stated to have permitted for filing the application vide letter No.CZO/REC/2017-18/584 dated 18.10.2017 (Annexure A-2 of the petition).

3. In Part IV of Form 1 it is stated that the corporate debtor has been availing loan since the year 2005 and that the limits were enhanced from time to time and the last sanctioned limits on 20.05.2015 were as follows:-

CC hypothecation and CC	200.00 Lacs
EPC (ENHANCED)	1345.00 Lacs
FBP/FBN(REDUCE)	315.00 Lacs
ILC	80.00 Lacs
BG	8.00 Lacs

4. It is further submitted in part IV of Form 1 that the amount claimed to be in default is ₹19,75,00,932.2 with interest upto 30.09.2017 and the limit wise amounts as well the dates of default are as under

Limit	Principal as on 31.12.2015	Interest from 1.1.2016 to 30.9.2017	Total as on 30.09.2017	Date of default
Cash Credit	35808338.42	15281440.35	51089778.77	31.12.2015
EPC (Enhanced)	134487955	11668396.05	146156351.1	31.12.2015
Term Loan	211643	43159.33	254802.33	31.12.2015

5. The particulars of the securities held are given in column 1 of Part V of Form 1 and the copy of Registrar of Companies (ROC) charges is stated to be attached as Annexure A-6 of the petition. In column 2 of Part V of Form 1, it is stated that UCO Bank has filed application for recovery of ₹19,75,00,932.20 alongwith *pendent lite* and future interest from 30.09.2017 till realisation and the OA is pending for adjudication before Debt Recovery Tribunal (DRT) in OA No.1757/16 before DRT-III, Chandigarh, next date fixed

in the case was 06.12.2017 and true copy of the OA is stated to be attached as Annexure A-7 of the petition. In column 3 of Part V of Form 1, it is stated that due to non-payment of interest, instalments of term loan, the account was classified as NPA on 31.12.2015, recall notice was issued on 04.01.2016 (Annexure A-8 of the petition) and Demand Notice was issued on 16.05.2016 under Section 13 (2) of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (SARFAESI Act, 2002) (Annexure A-9 of the petition). It is stated that no amount has been paid. In column 6 of Part V of Form 1, CIBIL Report is stated to be attached as Annexure A-25 and as per the report, the account is reported to be sub standard in December, 2015. In column 7 of Part 5 of Form 1, the statement of account duly certified under Bankers Books Evidence Act is stated to be annexed as Annexure A-26 to A-28. In column 8 of Part V of Form 1, balance confirmation letter dated 30.05.2015 wherein the corporate debtor has admitted the balance outstanding in cash credit and term loan accounts are stated to be enclosed as Annexure A-29 and last balance sheet and annual return filed by the corporate debtor with ROC duly acknowledging the loan of the bank is stated to be at Annexure A-30 of the application. In Part III of Form 1, Shri Hemanshu Jetley, Regn. No.IBBI/IPA-001/IP-P00219/2017-18/10457 has been proposed as the Interim Resolution Professional (IRP).

6. Order dated 12.12.2017 notes that the learned counsel for UCO Bank has handed over copy of tracking report showing that the postal envelope containing copy of petition and entire paper book was delivered to the corporate debtor on 25.10.2017. Notice of the petition was also directed to be issued to the corporate debtor as to why the petition be not admitted.

7. The reply/objections on behalf of the corporate debtor were filed by diary No.617 dated 05.03.2018. It has been submitted that no amount is due and payable to UCO Bank and on the other hand, it is the corporate debtor which has to recover an amount of ₹74.59 crores from UCO Bank for which it had filed a Securitisation Application (SA) with DRT-III Chandigarh (Annexure R-2 of the reply) and also filed written statement and recovery claim for ₹74.59 crore in its reply to the Original Application (OA) filed by UCO Bank with DRT-III, Chandigarh (Annexure R-3 of the reply). It is stated that the recovery proceeding has been initiated by the corporate debtor on account of breach of contract by UCO Bank in the first week of April, 2010 on account of its arbitrary, illegal action of suspension of Foreign Bill Negotiation/Discounting (FBN) facility which the corporate debtor had been availing from UCO Bank for the last fifteen years i.e. since 1995. It is stated that DRT-III, Chandigarh dismissed the SA on technical ground that there was a delay in filing the SA vide its order dated 15.01.2018 and the corporate debtor has filed a Civil Writ Petition with the Hon'ble Punjab & Haryana High Court and that the moot question is that the bank has failed to submit reply to SA even after lapse of considerable period of time. It is stated that in response to the OA filed by UCO Bank before DRT III, Chandigarh, the corporate debtor has filed reply to the same denying that any amount is due and payable by it to the bank, but on the other hand, an amount of ₹73 crores is due and payable to the corporate debtor. It is submitted that the present petition is not maintainable because it is not filed by a duly authorized person; only incomplete copy of proposed application has been sent; Form 1 Part IV is incomplete and mandatory details as prescribed are not provided; default record with Information Utility is not

provided; there is no default on the part of the corporate debtor since UCO Bank itself failed to provide the full amount of loan and cannot take benefit of its own wrong and allege any default on the part of the corporate debtor; the Adjudicating Authority has duty and obligation to consider any counter claim raised and/or claim raised in regard to bonafide set off, demurrages, compensation by the corporate debtor because only after the defence of the corporate debtor is considered, it can be ascertained as to whether or not a genuine default has taken place. It is submitted that the certificate given by the IRP is incomplete and it has not been specified as to how and in what matters, he is eligible to be appointed as IRP for the present corporate debtor which is a large and complex industry in textile business.

8. During the course of hearing on 03.04.2018, the learned counsel for the petitioner submitted that apart from the security of the immoveable property mortgaged by the corporate debtor, there is also security of the immoveable property of the guarantor of which no details have been given and therefore, Part V Column 1 of Form 1 is incomplete. Notice of the defect was issued to UCO Bank. The learned counsel for UCO Bank accepted the notice and directions were issued for removing the defect by filing fresh Form 1 with complete details with copy advance to the counsel opposite within seven days.

9. The amended application was filed by diary No.1104 dated 11.04.2018. It was noted in the order dated 20.04.2018 that there seems to be one day's delay in making the compliance and CA No.109/2018 has been filed by UCO Bank vide diary No.1103 dated 11.04.2018 seeking condonation of delay in removal of the defects and filing the amended application, which is stated to be on account of the demise of the father-in-law of the counsel for

UCO Bank. Notice of the application was given to the corporate debtor, the learned counsel accepted the notice and did not oppose the application CA No.109/2018. The delay in making the compliance was condoned. The learned counsel for the corporate debtor submitted that he has already received the copy of the amended petition and sought time to file reply/objections thereof.

10. In the amended petition, the significant changes are discussed below:-

In part 1 column 5 & 6, the name of the person authorized to submit the petition is changed to Shri Durga Dass Chaudhary, Manager, Zonal Office, Sector 17, Chandigarh c/o Branch Office, Civil Lines, Ludhiana. In part 5 column No.1, details of personal guarantees and corporate guarantees are given. In Part V Column 2, counter claim of the corporate debtor in OA No.1757/16 has been attached as Annexure A-8 and reply by UCO Bank is attached as Annexure A-9 of the application. In Part V column 5, some changes relating to financial contracts have been made.

11. In the amended reply, the major changes are discussed below:-

In para No.4 (page 2 of the reply), it is stated that UCO Bank had concealed the factum of counter claim of the corporate debtor against the bank in its original application and on this ground only, the present amended application is liable to be dismissed. In para No.5 of the preliminary objections (page 31 of amended reply), it is stated that a perusal of the amended petition shows that UCO Bank has not complied with the directions of the Tribunal while filing the amended application and UCO Bank has blatantly ignored the directions of the Tribunal to amend the application to the extent of making a

mention of creation of security interest, and annexing security documents, creation of charge and its registration with ROC/MCA, and copy of the same alongwith registration certificate of the said charge duly certified by the ROC to be attached with the amended application. In para 7 (page 33 of the amended reply), it is stated that there is opaqueness in the manner in which the accounts have been classified as NPA and that UCO Bank has not classified the corporate debtor account as NPA in view of the counter claim of the corporate debtor.

12. Vide order dated 30.07.2018, the petitioner's authorized representative was directed to file affidavit and explain the discrepancy with regard to the amount of sanction mentioned at page 17 of the petition and also the date of default mentioned in the petition with regard to the date of default (wrongly mentioned as deposit in the order dated 30.07.2018) given in the OA.

13. In compliance with the order dated 30.07.2018, UCO Bank filed affidavit of the authorized representative of the bank by diary No.3166 dated 27.08.2018. It was stated in the affidavit that the amount sanctioned as per last sanction i.e. 20.05.2015 is not in crores but is in lacs and this fact is also clear from the sanction letter copy of which is at Annexure A-12 and that the amount mentioned as crores in synopsis and in Part IV of the application under section 7 is by mistake but in Annexure A-5, it is correctly mentioned. It was further stated in the affidavit that the correct date of classification of account of the corporate debtor as Non Performing Asset (NPA) is 31.12.2015.

14. The reply to the above affidavit was filed by the corporate debtor by diary No.3993 dated 15.10.2018. It is submitted that UCO Bank in its affidavit has failed to clarify/justify as to under what circumstances the date of

classification of the accounts of the corporate debtor was changed from 30.09.2015 to 31.12.2015 and that in all its previous proceeding / correspondence including OA, the UCO Bank is taken the plea that the date of classification of the account of the corporate debtor was 30.09.2015.

15. During the course of arguments, the learned counsel for UCO Bank submitted that all the requirements of Section 7 of the Code are complied with and therefore, the petition be admitted. The learned counsel for the corporate debtor pleaded that there was no corroboration for the date of classification of account as NPA on 31.12.2015 as stated in para No.5 of the affidavit filed by diary No.3166 dated 27.08.2018. The learned counsel for the corporate debtor referred to page 16 of the amended petition and stated that the details given in column 1 of Part IV of Form 1 was incorrect in as much as the corporate debtor was stated to be availing loan since 2005. It is submitted that the loan is being availed since 1995. The learned counsel for the corporate debtor referred to the amended petition and pleaded that the NPA could not be declared on the date of 30.09.2015 as was done in the OA filed before DRT-III, Chandigarh. The learned counsel referred to page 18 of the amended petition and stated that the certificate of registration of charge issued by the ROC was not appended. The learned counsel vide paras 8 & 9 of the reply filed by diary no.3993 dated 15.10.2018 stated that the directions of the Tribunal given by order dated 30.07.2018 were not complied with. It was submitted that there is difference between the date of default and date on which the NPA is declared and that UCO Bank had submitted that the default as well as classification of NPA took place on the same date of 31.12.2015 which is not correct.

16. In reply, the learned counsel for UCO Bank stated that the liability was not being denied by the corporate debtor and occurrence of default was also not being denied and that the date of NPA given in the recall notice of 31.12.2015 was the correct date.

17. We have carefully considered the submissions of the learned counsel for UCO Bank and the corporate debtor and also perused the records. In column 2 of Part IV of Form 1, UCO Bank has given the date of default as 31.12.2015 and by affidavit dated 27.08.2018 (diary No. 3166 dated 27.08.2018) has stated that the correct date of classification of account of the corporate debtor as non performing asset is 31.12.2015. The contention of the corporate debtor is that both the dates cannot be the same. We are of the view that the date of default required to be given in column 2 of Part IV of Form 1 can reasonably be interpreted to mean the date on which the account was declared as NPA. Therefore, the defect, if any, is not material.

18. It is stated by the corporate debtor that the demand notice dated 16.05.2016 issued by UCO Bank under Section 13 (2) of SARFAESI Act 2002 does not mention the date on which the account of the corporate debtor was allegedly classified as NPA but the demand amount has been calculated up to 30.09.2015 with demand for further interest thereon (Annexure A-11 of the amended petition). It is further pointed out that in OA No.774 of 2017 copy attached as Annexure A-7 of the amended application (OA No. appears to be 1757 of 2016), the date of classification of account as NPA is mentioned as 30.09.2015 and that in view of RBI guidelines, the account could not have been classified as NPA on 30.09.2015. We note that in the original petition as well as amended petition filed before the Tribunal the date of default is given

as 31.12.2015 and the affidavit dated 27.08.2018 (*supra*) states that the correct date of classification of account of the corporate debtor as NPA is 31.12.2015. The corporate debtor has not advanced evidence to show that the account of the corporate debtor is not NPA as on 31.12.2015. Therefore, further examination of the contention that the corporate debtor account was not NPA on 30.09.2015 is not required. The contention of the corporate debtor that UCO Bank has not classified the account of the corporate debtor as NPA in view of the counter claim of the corporate debtor is not supported by any evidence. The contentions raised regarding the date of default are not accepted.

19. The contention of the corporate debtor is that UCO Bank has not complied with the directions of the Tribunal while filing the amended application. The order dated 03.04.2018 states that the learned counsel for the petitioner submits that apart from the security of the immoveable property mortgaged by the corporate debtor, there is also security of immoveable property of the guarantor of which no details have been given and therefore, Part V column 1 of Form 1 is incomplete. We find that in Part V column 1 of Form 1 in the amended petition, the details of loan being secured by personal guarantees and corporate guarantee is given and it is also stated that the corporate guarantor M/s Oswal Spinning Ltd. has mortgaged its property to secure the loan. We also find that details of such mortgage were already given in Column 1 Part V of Form 1 of the original petition. The contention of the corporate debtor is that the certificate of registration of charge issued by the ROC is not attached as required in column 1 of Part V of Form 1. Both the original petition and the amended petition state in column 1 of Part V of Form

1 that the copy of ROC charge is attached as Annexure A-6. The details available therein include the charge holder's name, date of creation, date of modification, amount and address of the charges registered. In view of the available details, the defect, if any, is not material. Similarly, the defect pointed out by the corporate debtor in column 1 of Part IV of Form 1 that the loan is being availed since 1995 and not 2005 is not material especially since the details of the limits sanctioned on 30.05.2015 are given and Annexure A-5 is also attached giving the details of enhancement of limit from time to time. The corporate debtor has stated that the default record with Information Utility is not provided. We find that the relevant column does not compulsorily mandate filing of the record with the Information Utility.

20. The corporate debtor has alleged that UCO Bank concealed the factum of counter claim of the corporate debtor against UCO Bank in its original application. There is no averment that the counter claim has been decided by any court to be payable by UCO Bank. Therefore, the allegation of concealment of vital fact does not arise. As regards the counter claim, reference is made to para No.30 of Civil Appeal No.8337-8338 of 2017 **M/s Innoventive Industries Ltd. Vs. ICICI Bank & Anr.** in which the Hon'ble Supreme Court held as follows:-

“On the other hand, as we have seen, in the case of a corporate debtor who commits a default of a financial debt, the adjudicating authority has merely to see the records of the information utility or other evidence produced by the financial creditor to satisfy itself that a default has occurred. It is of no matter that the debt is disputed so long as the debt is “due” i.e. payable unless interdicted by some law or has not yet become due in the sense that it is payable at some future date. It is only when this is proved to the satisfaction of the adjudicating authority that the adjudicating authority may reject an application and not otherwise.”

21. In the present case, the amount claimed to be in default (column 2 of Part IV of Form 1 of the amended petition) of ₹19,75,00,932.02 with interest up to 30.09.2017 is due i.e. payable since it is not interdicted by any law and there is no finding of any court that the counter claim is allowed.

22. The contention of the corporate debtor is that the application (original as well as amended) are not maintainable because they are not filed by a duly authorized person. In respect of the original petition the person authorized to submit the application (column 5 of part 1 of Form 1) is Shri Avtar Singh, Senior Manager, Branch Office, Civil Lines, Bharat Nagar Chowk, Ludhiana and is stated to be duly authorized to file the application vide Power of Attorney dated 25.01.2000 (Annexure A-1) and further the competent authority is stated to have permitted for filing the application vide letter No.CZO/REC/2017-18/584 dated 18.10.2017 (Annexure A-2). We find that the Power of Attorney dated 25.01.2000 is stated to be sealed with the common seal of UCO Bank and signed and delivered by two Directors in the presence of the Secretary to the Board. Further, the Zonal Manager, UCO Bank vide letter dated 18.10.2017 (*supra*) has authorized Shri Avtar Singh for filing the application under Section 7 of the Code against the corporate debtor. Similar position exists for the amended petition in which Shri Durga Dass Chaudhary, Manager, Zonal Office, Sector 17, Chandigarh C/o Branch Office, Civil Lines, Ludhiana is authorized to file the application vide Power of Attorney dated 22.12.1988 (Annexure A-1) and competent authority is stated to have permitted for filing the application vide letter No.CZO/RCR/2018-19/27 dated 09.04.2018 (Annexure A-2). The Power of Attorney (Annexure A-1) is stated

to be sealed with the common seal of the bank and signed and delivered by two of the Directors of the bank at, Kolkata in the presence of the Secretary to the Board. The authority letter is of the Zonal Manager, UCO Bank authorising Shri D.D. Chaudhary to sign amended application under Section 7 of the Code against the corporate debtor. Therefore, we hold that the authorization for filing the original and amended applications is proper.

23. The corporate debtor has stated that it has not been specified as to how and in what matter, the proposed IRP is appointed as IRP for the present corporate debtor which is a large and complex industry in textile business. UCO Bank has been giving loan to the corporate debtor since the year 2005 (1995 according to the corporate debtor) and is expected to have deep knowledge and understanding of the business of the corporate debtor and proposed IRP accordingly. Therefore, the objection is not acceptable.

24. The provisions of Section 7 (5) (a) of the Code reads 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.”

25. We have already discussed above that default has occurred in respect of amount of ₹19,75,00,932.02 with interest up to 30.09.2017 and the date of NPA is 31.12.2015 as stated in the affidavit dated 27.08.2018 filed vide diary No.3166 dated 27.08.2018. Further, recall notice was also issued by UCO Bank on 04.01.2016 (Annexure A-10 of the amended petition) stating that the account has been classified as NPA on 31.12.2015 and calling upon the corporate debtor to discharge in full the outstanding liabilities. We have

discussed above that the application is filed in Form 1 prescribed under rule 4 of the Rules and the copy of the application filed was also despatched to the corporate debtor and as noted in order dated 12.12.2017, the learned counsel for UCO Bank handed over the copy of tracking report showing that the postal envelope containing copy of petition and entire paper book was delivered to the corporate debtor on 25.10.2017. We have discussed above that the amended Form 1 filed is in order and the defects, if any, pointed out by the corporate debtor are not material and therefore, the application is complete. Shri Hemanshu Jetley has been proposed as Interim Resolution Professional and his written communication in Form 2 is at Annexure A-4 of the amended petition. Shri Hemanshu Jetley has certified that there are no disciplinary proceedings pending against him with Board or Indian Institute of Insolvency Professionals of ICAI and that he is eligible to be appointed as a Resolution Professional in respect of the corporate debtor.

26. We therefore, hold that the conditions provided for in Section 7(5) (a) of the Code are fulfilled and we admit the application for initiation of the Corporate Insolvency Resolution Process against the corporate debtor M/s Oswal Spinning and Weaving Mills Ltd.

27. We declare the Moratorium in terms of sub-section (1) of Section 14 of the code as under:-

- (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.

28. 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 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 financial sector regulator and to a surety in a contract of guarantee to a corporate debtor.

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

30. In view of the above, the following directions are issued in respect of the appointment of the Interim Resolution Professional:-

- i) Appoint Mr. Hemanshu Jetley, resident of 2746, Sector 37 C, Chandigarh – 160 036, having Registration No. IBBI/IPA-001/IP-P00219/2017-18/10457 and email address hjetley@kvca.in, Mobile No.9041700000 as an Interim Resolution Professional;
- ii) The term of appointment of Mr. Hemanshu Jetley, shall be in accordance with the provisions of Section 16(5) of the Code;
- iii) 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 the balance sheet of the 'Corporate Debtor' etc. as provided in Section 18 (1) (f) of the 'Code'. The Interim Resolution Professional is directed to prepare a complete list of inventory of assets of the 'Corporate Debtor';

- iv) 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 moral;
- v) 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';

- vi) 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';
- vii) The Interim Resolution Professional shall after collation of all the claims received against the corporate debtor and the determination of the financial position of the corporate debtor constitute a committee of creditors and shall file a report, certifying constitution of the committee to this Tribunal on or before the expiry of thirty days from the date of his appointment, and shall convene first meeting of the committee within seven days of filing the report of constitution of the committee; and
- viii) The Interim Resolution Professional is directed to send regular progress report to this Tribunal every fortnight.

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

Pronounced in the open court.

Sd/-

(Justice R.P. Nagrath)
Member (Judicial)

Sd/-

(Pradeep R. Sethi)
Member(Technical)

October 30, 2018
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