



**IN THE NATIONAL COMPANY LAW TRIBUNAL
DIVISION BENCH (COURT- I) CHENNAI**

ATTENDANCE CUM ORDER SHEET OF THE HEARING
HELD ON **11.07.2025** THROUGH VIDEO CONFERENCING

PRESENT: HON'BLE SHRI. SANJIV JAIN, MEMBER (JUDICIAL)
HON'BLE SHRI. VENKATARAMAN SUBRAMANIAM, MEMBER (TECHNICAL)

APPLICATION NUMBER :
PETITION NUMBER : CP(IB)/77/CHE/2024
NAME OF THE PETITIONER(S) : Surasha Group of Companies
NAME OF THE RESPONDENTS : ETA Engineering Pvt Ltd
UNDER SECTION : Sec 9 Rule 6 of IBC, 2016

ORDER

Present: None for the Petitioner.

Ld. Counsel Shri. Vasanth for the Respondent.

Vide separate order pronounced in Open Court, the petition is dismissed.

File be consigned to records.

Sd/-

(VENKATARAMAN SUBRAMANIAM)
MEMBER (TECHNICAL)

MG

Date: 11.07.2025

Sd/-

(SANJIV JAIN)
MEMBER (JUDICIAL)



**IN THE NATIONAL COMPANY LAW TRIBUNAL,
DIVISION BENCH – I, CHENNAI**

CP(IB)/77CHE)2024

*(filed under Section 9 of the Insolvency and Bankruptcy Code, 2016
r/w Rule 6 of the Insolvency and Bankruptcy (Petition to Adjudicating Authority)
Rules, 2016)*

In the matter of ETA Engineering Private Limited

**Suraksha Group of Companies
Through its Sole Proprietor
Shri. Shatrughan Suryapratap Singh,
157, Udyog Bhavan, Sonawala Road,
Goregaon (E), Mumbai-400 063**

... Operational Creditor/ Petitioner

-Vs-

**ETA Engineering Private Limited,
CIN: U28920TN1994PTC029091
No. 20/21, Razak Garden Main Road,
1st Floor, Arumbakkam,
Chennai-600 106**

... Corporate Debtor/Respondent

Order Pronounced on 11th July, 2025

CORAM:

**SANJIV JAIN, MEMBER (JUDICIAL)
VENKATARAMAN SUBRAMANIAM, MEMBER (TECHNICAL)**

*For Operational Creditor: Shri. Clint Li Johny, Advocate
Ms. Monica Chopda, Advocate*

*For Corporate Debtor: Shri. Narendran, Advocate
Ms. Lilly Francis, Advocate*



ORDER

(Hearing conducted through VC)

This petition under Section 9 of the Insolvency and Bankruptcy, 2016 ("IBC") read with Rule 6 of the Insolvency and Bankruptcy Board of India (Petition to Adjudicating Authority) has been filed by **Suraksha Group of Companies** through its Sole Proprietor Mr. Shatrughan Suryapratap Singh, (hereinafter referred to as "**Petitioner / Operational Creditor**") against **ETA Engineering Private Limited** (hereinafter referred to as "**Respondent / Corporate Debtor**") to initiate Corporate Insolvency Resolution Process ("**CIRP**") against the Corporate Debtor.

2. **Part-I** of the petition sets out the details of the Petitioner/Operational Creditor. Its Registered Office is situated at No. 157, Udyog Bhavan, Sonawala Road, Goregaon (E), Mumbai-400 063. **Part-II** of the petition sets out the details of the Corporate Debtor. It has its Registered Office at No. 20/21, Razak Garden Main Road, 1st Floor, Arumbakkam, Chennai-600 016 within the jurisdiction of this Tribunal. It was incorporated on 31.10.1994 with Nominal



Share Capital of Rs.1,660,000,000/- and Paid-up Share Capital of Rs.425,842,560/-.

3. In **part-III** of the petition, the Petitioner has not proposed the name of any Interim Resolution Professional and left it to the discretion of this Tribunal to appoint the same.

4. **Part-IV** of the petition sets out the details of the operational debt i.e. Rs.1,45,08,575/- (Rupees One Crore Forty Five Lakhs Eight Thousand Five Hundred and Seventy Five only) including interest @ 18% per annum with effect from 10.12.2019. Date of default is stated as 10.12.2019. This petition has been filed on 18.12.2023.

5. As per the averments made in the petition, the Corporate Debtor had approached the Petitioner to provide security services and placed work orders during the period from 28.01.2012 to 28.08.2020. Subsequent to performance of services, the Petitioner raised various invoices demonstrating the nature of work performed and the charges incurred for availing security services etc. The invoices were duly acknowledged by the Corporate Debtor from time to time. The Corporate Debtor also assured the Petitioner regarding timely payment of the invoices raised against the services provided.



6. It is stated that the security services were provided to the Corporate Debtor at various locations based on the work orders and the business was running on continuous basis. It is alleged that the Corporate Debtor defaulted in making the payments against the invoices even after the lapse of last date of payment. The Petitioner requested the Corporate Debtor to make the payments via mails communications, letters etc. but to no avail. It is stated that on the request of the Petitioner, the Corporate Debtor convened a meeting in 2019 and assured the Petitioner to pay Rs.2.0 Lakhs to Rs.4.0 Lakhs per month until the entire debt is paid. It also paid Rs.2.0 Lakhs on 17.12.2019 against the outstanding dues, however, did not make the further payment. It is stated that the liability as on the date of filing of the petition is Rs.1,45,08,575/-. The Petitioner sent a Demand Notice dated 11.04.2022 calling upon the Respondent to make the payment but the Corporate Debtor neither raised any dispute nor made the payment.

7. We have heard Ld. Counsels for the parties and perused their written synopsis.



8. Ld. Counsel for the Petitioner reiterated what has been stated in the petition. He submitted that the Petitioner is a longstanding entity providing security services across multiple project sites since 2005. It maintained site specific ledgers for ease of reference as well as consolidated ledgers for the services rendered to the Corporate Debtor. Ld. Counsel submitted that the Corporate Debtor availed services from the Petitioner during the period from 2013 to 2020 and acknowledged the dues. In December, 2019, the representatives of the parties had a meeting where the Corporate Debtor acknowledged the debts and agreed to pay the debt in instalments. Ld. Counsel submitted that despite reminders, the Corporate Debtor did not pay the balance which is Rs.1,03,57,763/-. After adding the interest @ 18% per annum, the total amount payable is Rs.1,45,08,575/-. Ld. Counsel submitted that the Petitioner sent a demand notice under Section 8 of IBC, 2016 on 28.06.2021 for Rs.78.3 Lakhs and again on 11.04.2022 (including the amount due to Suraksha Guard Services i.e. Petitioner Group of Companies) but the Corporate Debtor did not make the payment.

9. Ld. Counsel submits that there is no joint application by multiple creditors. The isolated site level amounts do not undermine



the consolidated claim as the Petitioner maintained an internal consolidated ledger for accurate accounting and there is no clubbing. Ld. Counsel submits that the petition is within limitation. He referred to the order of the Hon'ble Supreme Court in Suo Moto Writ Petition (C) No. 3 of 2020 to contend that period of 15.03.2020 to 28.02.2022 (plus 90 days thereafter) shall be excluded for calculating limitation. Ld. Counsel submits that the Corporate Debtor did not raise any dispute prior to filing of the petition regarding the quantity/quality of services rendered by the Petitioner rather it continued to avail the services and make the part payments. Ld. Counsel submits that the invoices include the interest clause payable by the Corporate Debtor in case of delay. Ld. Counsel also placed an affidavit filed vide S.R. No.1826 dated 07.05.2025 enclosing the copy of the consolidated ledger maintained by the Petitioner for the period from 2005-06 to 2024-25. He submitted that the Petitioner as an associate company viz., Suraksha Guard Services which operates within the state of Maharashtra while the Petitioner operates on a pan India basis, however, it remains as a single entity.



10. Ld. Counsel submitted that the first notice was sent on 28.06.2021 for an outstanding debt of Rs.1,03,57,763/- (principal amount Rs.81,55,720) and omission of Rs.16,00,000/- was for the services given by its associate company, Suraksha Guard Services. In the 2nd demand notice dated 11.04.2022, the omitted amount and the amount in respect of other invoices, were included and the principal became Rs.1,02,13,710/-. Adding the interest @ 18% per annum on the principal amount, the total default amount became Rs. 1,45,08,575/-.

11. Ld. Counsel for the Respondent / Corporate Debtor per contra argued that the details of transaction on account of which, the debt fell due are in respect of work orders for the period from 28.01.2013 to 20.08.2020. The Respondent was not served with the demand notice dated 11.04.2022. It had only received the notice dated 25.06.2021 where the debt amount was stated as Rs.81.55,720/- and interest @ 18% per annum. However, in the subsequent demand notice, the amount was escalated by merging the claims of two entities i.e. Suraksha Group of Companies (Operational Creditor) and Suraksha Guard Services (sister concern). Ld. Counsel submits that the petition does not meet the threshold limit of Rs.1.0 Crore.



12. Ld. Counsel further submits that the Petitioner has maintained independent ledgers for each site i.e. each work order and the corresponding invoices of a particular site were treated as an independent contract. In these circumstances, each work order and its claims pursuant thereto, tabulated in a separate ledger would be an independent cause of action and the substantial claims in that regard are barred by limitation. The entries from Serial No.23 to 27 cannot be the part of the petition being of different entity. In the present case, the Petitioner has filed three ledgers and none of them meets the threshold. Ld. Counsel submits that two entities / Operational Creditors cannot maintain a Section 9 petition merging their claims to artificially meet the threshold. Ld. Counsel also referred para-9 of the reply to contend that most of the claims are time-barred. In support of his contentions, Ld. Counsel placed reliance on the cases:

1. *Utam Galva Steels Limited vs. DF Deutsche Forfait AG & Anr. [Company Appeal (AT) [Insolvency 39 of 2017];*
2. *Yuvraj Agarwal vs. Aspek Media Private Limited [Company Appeal (AT) (Insolvency) 340 of 2021];*
3. *Amirsons Timber vs. Skyline Engineering Contracts (India) Private Limited [MANU/NC/0170/2024];*



4. *International Road Dynamics South Asia Private Limited
vs. Reliance Infrastructure Limited [Company Appeal
(AT) (Insolvency) 72 of 2017].*

13. We have given our thoughtful consideration to the rival contentions and perused the record.

14. It is not in dispute that the Petitioner, Suraksha Group of Companies is a Proprietary concern and Shri. Shatrughan Suryapratap Singh is the sole Proprietor. There is another sister concern of the Petitioner i.e. Suraksha Guard Services. The averments and the documents show that the Corporate Debtor availed the security services from both the entities.

15. Though the Petitioner has claimed that it used to render security services to the Corporate Debtor across various states in India since the Corporate Debtor engaged in Real Estate sector, had the offices and projects sites across India. It has stated that it used to maintain site specific ledgers for each location where security personnel were deployed to ensure transparency in operations which used to be provided to the Corporate Debtor, however, for internal record keeping and financial accuracy, it maintained consolidated ledgers for



all services annexed as Annexure-A2 filed with affidavit vide S.R. No. 1826 dated 07.05.2025.

16. On a perusal, we find that the Annexure-A2 is for the period from 01.04.2007 to 31.03.2024, however, this petition was filed on 18.12.2023. The ledger statement shows various entries qua sales and receipts. The last receipt is of dated 09.03.2020 for an amount of Rs.50,000/- and the last sale was for an amount of Rs.48,298/-. The closing balance shown at page-23 of the affidavit, was Rs. 87,81,537/-. The invoices placed with the petition provided for interest @ 18% per annum if the bills remain unpaid for a month or not paid on due date meaning thereby that interest was payable on delayed payment.

17. In the instant case, the Petitioner has placed the copy of the work order placed by the Corporate Debtor specifying the scope of work which finds mention of the name of the project for which security services were availed. The value of the work order was also specified. The work order also stipulated the date of start and the date of completion of the scope of work. From the sample of the work orders placed with the petition, it can be made out that the work orders were projects specific and not the consolidated one as pleaded in the



petition. Even in some of the invoices, the work order numbers have been mentioned which support the case of the Respondent/Corporate Debtor that work orders were project-wise and it was not a consolidated work order. This fact is also evident from the project-wise ledger maintained by the Petitioner placed with the petition. On a perusal, we find that many of the claims in respect of the invoices raised project-wise, are time-barred. It appears that the Petitioner in order to meet the threshold of Rs.1.0 Crore or above, consolidated all the invoices of different projects and took a plea that though the individual site specific ledgers were maintained to ensure transparency in the operations which were provided to the Corporate Debtor but for internal record keeping and financial accuracy, it maintained consolidated ledgers for all the services rendered. This plea taken by the Petitioner seems to be afterthought and cannot be believed. In the case of *Amirsons Timber supra*, it was held that when consolidated running ledger accounts are not maintained, different sites constitute different cause of action and limitation will operate independently without one affecting the other. In the case of *International Road Dynamics supra*, it was held that different claims arising out of different work orders having different amount and dates



of default cannot be clubbed together for the alleged default of debt, the cause of action being separate.

18. It is also seen from the record that the Petitioner consolidated the claims of two entities i.e. the Petitioner and its sister concern in the 2nd demand notice and the petition which cannot be permitted in view of the judgment in the case of *Yuvarraj Agarwal and Uttam Galva Steels supra* where it was held that a joint application / petition under Section 9 by one or more Operational Creditors are not maintainable.

19. In the light of what has been stated above, we find that most of the claims forming part of the petition to be taken as project-wise are barred by limitation. The Petitioner cannot be permitted to consolidate the claims of the projects to bring the claims within the threshold as each project site constitutes different cause of action and limitation will operate independently without affecting the other and further, joint petition under Section 9 by two entities is not maintainable.

20. For the reasons stated above, we **dismiss** the petition with no orders as to costs.



21. File be consigned to records.

Sd/-
VENKATARAMAN SUBRAMANIAM
Member (Technical)

Sd/-
SANJIV JAIN
Member (Judicial)

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