



**IN THE NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH, COURT-I**

CP(IB) No. 665 of 2025

Under Section 7 of the Insolvency and Bankruptcy Code, 2016, read with Rule 4 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016

In the matter of

HDFC Bank Limited

...Petitioner/

Financial Creditor

Versus

Shree Sant Kripa Appliances Private Limited

...Respondent/

Corporate Debtor

Order Pronounced On : 30.10.2025

Coram:

Hon'ble Member (Judicial) : Sh. Sushil Mahadeorao Kochey

Hon'ble Member (Technical) : Sh. Prabhat Kumar

Appearances:

For the Financial Creditor : Adv. Sameer Pandit a/w Adv. Aastik Agarwal i/b Wadia Ghandy & Co

For the Corporate Debtor : Adv. Ayush J.Rajani a/w. Adv. Keshav Khandelwal i/b AKR Legal



ORDER

Brief Facts:

1. This Company Petition is filed under Section 7 of the Insolvency and Bankruptcy Code, 2016 (“Code”) by **HDFC Bank Limited** (“**Petitioner/Financial Creditor**”), seeking to initiate Corporate Insolvency Resolution Process (“**CIRP**”) against **Shree Sant Kripa Appliances Private Limited** (“**Respondent/Corporate Debtor**”).
2. The Financial Creditor, bearing CIN:L65920MH1994PLC080618, was incorporated on 30.08.1994 under the Companies Act, 1956. Its registered office is situated at HDFC Bank House, Senapati Bapat Marg, Lower Parel (West), Mumbai, Maharashtra, India, 400013.
3. The Respondent, bearing CIN:U32109PN2006PTC128465, was incorporated on 12.05.2006 under the Companies Act, 1956. Its registered office is situated at SYSKA House, office No. S-5, 5th Floor, S. No.2 Sakorenagar, New Airport Road, Near Anand, Residency, Pune, Maharashtra, India, 411014. The Authorised Share Capital of the Corporate Debtor is Rs. 60,00,00,000/- and the Paid-Up Share Capital is Rs. 47,63,85,690/-. It is engaged in the business of manufacturing of electronic valves and tubes and other electronic components.
4. The Corporate Debtor is liable to pay an amount of Rs. 69,49,71,322.15/- (Rupees Sixty Nine Crore Forty Nine Lakh Seventy One Thousand Three Hundred Twenty Two and Fifteen Paise only) as on 30.04.2025, along with further interest at the rate of 11.38% p.a. and 3% p.a. penal interest with monthly rests until payment and/or realisation.

Submissions of the Financial Creditor:

5. On 22.12.2015, the Financial Creditor issued a Sanction Letter granting Cash Credit/Working Capital Demand Loan of Rs. 35,00,00,000/-



(Rupees Thirty Five Crore only) to the Corporate Debtor in terms of Sanction Letter dated December 22, 2015.

6. On 07.01.2021, the Financial Creditor issued a Sanction Letter granting Cash Credit/Working Capital Demand Loan of Rs. 65,00,00,000/- (Rupees Sixty Five Crore only) to the Corporate Debtor in terms of the Sanction Letter dated January 7, 2021.

7. On 23.12.2021 and 21.07.2023, the Financial Creditor issued an Annual Review and Revision of Credit Facility Letters, renewing Rs. 65,00,00,000/- (Rupees Sixty Five Crore only) towards a Cash Credit/ Working Capital Demand Loan to the Corporate Debtor. These facilities were secured by the charge on properties listed at Sl. No. 1 to 68 of clause 1 of Part V of the Application. The following documents were also executed from time to time in relation to these credit facilities:
 - a. Working Capital Consortium Agreement dated January 21, 2016 executed between inter alia the Corporate Debtor and the Financial Creditor;
 - b. Security Trustee Agreement dated January 21, 2016 executed between inter alia the Corporate Debtor and the Financial Creditor;
 - c. Inter Creditor Agreement dated January 21, 2016 executed between inter alia the Financial Creditor and other Financial Creditors;
 - d. Deed of Hypothecation dated January 21, 2016 executed by the Corporate Debtor in favour of SBICAP Trustee Company Limited (Security Trustee);
 - e. Deed of Guarantee dated January 21, 2016 executed by Bagh Bahar Appliances Private Limited and SSK Infotech Private Limited in favour of SBICAP Trustee Company Limited (Security Trustee);
 - f. Deed of Guarantee dated January 21, 2016 executed by Mr. Rajesh Jeevan Uttamchandani & Mr. Govind Jeevan Uttamchandani in favour of SBICAP Trustee Company Limited (Security Trustee);
 - g. Indenture of Mortgage dated January 21, 2016 executed between inter alia Mr. Rajesh Jeevan Uttamchandani, Mr. Govind Jeevan Uttamchandani and SBICAP Trustee Company Limited (Security Trustee);



- h. .First Supplemental Working Capital Consortium Agreement dated February 23, 2018 executed between inter alia the Corporate Debtor and the Financial Creditor;
- i. .First Supplemental Security Trustee Agreement dated February 23, 2018 executed between inter alia the Corporate Debtor and the Financial Creditor;
- j. First Supplemental Inter Creditor Agreement dated February 23, 2018 executed between inter alia the Financial Creditor and other Financial Creditors;
- k. .First Supplemental Deed of Hypothecation dated February 23, 2018 executed by the Corporate Debtor in favour of SBICAP Trustee Company Limited (Security Trustee);
- l. First Supplemental Deed of Personal Guarantee dated February 27, 2018 executed by Mr. Rajesh Jeevan Uttamchandani and Mr.Govind Jeevan Uttamchandani in favour of SBICAP Trustee Company Limited (Security Trustee);
- m. Supplementary Indenture of Mortgage dated October 26, 2018 executed between Mr. Rajesh Jeevan Uttamchandani, Mr. Govind Jeevan Uttamchandani and SBICAP Trustee Company Limited (Security Trustee);
- n. .Second Supplemental Working Capital Consortium Agreement dated January 5, 2019 executed between inter alia the Corporate Debtor and the Financial Creditor;
- o. Second Supplemental Security Trustee Agreement dated January 5, 2019 executed between inter alia the Corporate Debtor and the Financial Creditor;
- p. Second Supplemental Inter Creditor Agreement dated January 5, 2019 executed inter alia between the Financial Creditor and other Financial Creditors;
- q. Second Supplemental Deed of Hypothecation dated January 5, 2019 executed by the Corporate Debtor in favour of SBICAP Trustee Company Limited (Security Trustee);
- r. Second Supplemental Deed of Corporate Guarantee dated January 5,2019executed by Bagh Bahar Appliances Private Limited and SSK



- Infotech Private Limited in favour of SBICAP Trustee Company Limited (Security Trustee);
- s. Guarantee dated January 5, 2019 executed by Mr. Rajesh Jeevan Uttamchandani and Mr. Govind Jeevan Uttamchandani in favour of SBICAP Trustee Company Limited (Security Trustee);
 - t. Revival Letter dated January 5, 2019 executed by the Corporate debtor in favour of SBICAP Trustee Company Limited (Security Trustee);
 - u. Deed of Simple Mortgage dated September 20, 2019 executed by Mr. Rajesh Jeevan Uttamchandani, Mr. Govind Jeevan Uttamchandani, Mrs. Meena Govind Uttamchandani and Ms. Honey Dhiraj Nagpal (nee Honey Govind Uttamchandani) in favour of the Financial Creditor;
 - v. Annual Review and Revision of Credit Facility Letter dated December 23, 2021 issued by the Financial Creditor to the Corporate Debtor;
 - w. Revival Letter dated January 3, 2022 executed by the Corporate Debtor in favour of SBICAP Trustee Company Limited (Security Trustee);
 - x. Letter of Acknowledgement of Debt dated July 14, 2023 executed by the Corporate Debtor to the Financial Creditor;
 - y. Annual Review and Revision of Credit Facility Letter dated July 21, 2023 issued by the Financial Creditor to the Corporate Debtor;
 - z. Letter of Confirmation of Holding of documents dated December 20, 2023 issued by the SBICAP Trustee Company Limited (Security Trustee) to the State Bank of India.
8. On 02.01.2024, the Corporate Debtor committed default in respect of the Cash Credit Facility granted by the Financial Creditor. The Applicant has enclosed Commercial Credit Information Report dated May 2, 2025 issued by TransUnion CIBIL Limited and Statement of Accounts of the Corporate Debtor as on April 30, 2024 certified by the Financial Creditor in accordance with the Bankers' Books Evidence Act, 1891.

9. On 09.10.2024, the Financial Creditor issued a Recall Notice to the Corporate Debtor recalling its facility and calling upon the Corporate Debtor to repay its outstanding dues, a copy of which is enclosed to the Application. However, the Corporate Debtor failed to repay its outstanding dues. The amount claimed as due and in default is summarized as below :

Sr. No.	Account No.	Principal Amount	Interest (As on April 30, 2025)	Penal Interest (As on April 30, 2025)	No. of days (As on April 30, 2025)	Total Outstanding (As on April 30, 2025)
1.	000703 300031 73	18,37,39,259.70	2,53,96,556.44	59,59,852.51	485	21,50,95,668.65
2.	007LN 012400 10002	1,00,00,000.00	16,39,955.24	3,83,516.64	485	1,20,23,471.88
3.	007LN 012400 10003	10,00,00,000.00	1,63,99,552.45	38,35,166.42	485	12,02,34,718.87
4.	007LN 012400 10004	18,75,00,000.00	3,05,93,139.65	71,49,416.81	485	22,52,42,556.46
5.	007LN 012400 10005	10,25,00,000.00	1,61,40,517.27	37,34,389.02	485	12,23,74,906.28
	Total	58,37,39,259.70	9,01,69,721.06	2,10,62,341.40	485	69,49,71,322.15

Submissions of the Respondent:

10. The Respondent has contested the present application on the following grounds:

10.1 The present Petition is barred by limitation.

10.1.1 The initial Sanction Letter was issued by the Petitioner on 22.12.2015, sanctioning a facility to the tune of Rs. 72.50 crores. It



is submitted that the said facility was only for a period of 60 days, and the repayment of the same was a bullet payment on maturity. The 60 days from 22.12.2015 expired on 21.02.2016, thereby the debt arising from the Sanction Letter dated 22.12.2015 is time-barred.

10.2 The present Petition is also hit by the provisions of Section 10A with regard to the Credit facility.

10.2.1 It is submitted that the terms of the credit facility sanctioned vide Sanction Letter dated 07.01.2021 state that the cash credit was repayable on demand and working capital was for a period of 180 days, which expired during the Covid-19 period. Hence, the Petitioner could not have proceeded with the present Petition u/s. 7 of the Code for a debt which falls due during the period covered u/s. 10A of the Code.

10.2.2 It is also submitted that there is no recall notice with regards to any of the cash credit facilities so far. The recall notice dated 09.10.2024 is itself barred by limitation and does not state any specific date of default. Further, the Petitioner has submitted that the Corporate Debtor was classified as NPA on 26.02.2024 in order to comply with the requisite limitation and to circumvent the provision of Section 10A of the Code.

10.3 Incorrect Date Of Default/NPA as stated by the Petitioner as per the Disclosure Under Part IV of Form I filed by the Petitioner itself.

10.3.1 The Petitioner has submitted the last date of disbursements to be 21.07.2023 and 01.01.2024, and the immediate next day, i.e. 02.01.2024, is treated as the date of default without any explanation. The date of default cannot be 02.01.2024, as even the loan statement showing disbursement of Rs. 10,25,00,000/- on 01.01.2024, states the date of maturity to be 11.03.2024.

10.4 No Record of Default annexed in the Present Petition.

10.4.1 The Petitioner has annexed certain system-generated acknowledgement receipts of the submission of some documents. However, no NeSL Report is generated and annexed with the Petition, which is mandatory as per the Code.

Analysis and Findings

11. Heard learned counsel for both parties and perused the material produced on record.

12. The Financial Creditor has alleged a default of Rs. 69,49,71,322.15/- as on 30.02.2025, inclusive of interest and penal interest out of a total disbursement of Rs. 1,65,00,00,000/- pursuant to Cash Credit/Working Capital Loans sanctioned vide Sanction Letters dated 22.12.2015, 07.01.2021 along with Annual Review and Revision of Credit Facility Letters dated 23.12.2021 and 21.07.2023.

13. The credit facilities sanctioned earlier were continued vide Annual Review and Revision of Credit Facility Letters dated 23.12.2021 and 21.07.2023, hence the contention that no action lie in relation to amounts outstanding under the facility sanctioned vide 22.12.2015 and 07.01.2021 as those facilities had expired on expiry of time specified in those sanction letters and had become due and payable at that point in time does not have any merit as those facilities continued to be availed by the Corporate Debtor in terms of Annual Review and Revision of Credit Facility Letters dated 23.12.2021 and 21.07.2023. Hence, it can not be said that action in relation to the facilities granted under sanction letter dated 22.12.2015 is time barred and the action in relation to facilities granted under sanction letter dated 07.01.2021 is barred under section 10A of the Code. It is pertinent to note that the Corporate Debtor was sanctioned aggregate credit of Rs. 72.50 crores under various types of facilities in terms of Sanction letter dated 22.12.2015 and the same was enhanced to Rs. 85.00 crores vide sanction letter dated

7.1.2021. These facilities were retained at same level vide Annual Review and Revision of Credit Facility Letters dated 23.12.2021 and were reduced to Rs. 65.00 crores vide Annual Review and Revision of Credit Facility Letters dated 21.07.2023. The Corporate debtor had signed a revival letter dated 14.7.2023 stating that *“I/We further acknowledge that the credit facilities mentioned as above to me/us will continue to be in full force and effect and the security created in relation thereto by me/ us is also in full force and effect. While the acknowledgment is for extending the period of limitation, I/we promise to pay completely the entire amounts due under the aforesaid facilities along with interest and other amounts, if any, payable in relation thereto even if the period of limitation has lapsed.”* and confirming the following outstandings in various credit accounts :

BRANCH	REF	CUSTID	CCY	OS	LCY_OS	VALUE_DATE	MATURITY_DATE
007	007LN01230250002	10477564	INR	20,00,00,000.00	20,00,00,000.00	25-01-2023	25-04-2023
					20,00,00,000.00		
Contract wise Outstanding: -WCDL							
BRANCH	REF	CUSTID	CCY	OS	LCY_OS	VALUE_DATE	MATURITY_DATE
007	007LN01230040001	10477564	INR	18,75,00,000.00	18,75,00,000.00	04-01-2023	03-04-2023
007	007LN01230120001	10477564	INR	10,25,00,000.00	10,25,00,000.00	12-01-2023	12-04-2023
007	007LN01230380002	10477564	INR	10,00,00,000.00	10,00,00,000.00	07-02-2023	08-05-2023
007	007LN01230880003	10477564	INR	1,00,00,000.00	1,00,00,000.00	29-03-2023	27-06-2023
					40,00,00,000.00		

14. The Recall notice dated 9.10.2024 states that *“2. SSK Appliance has defaulted on its repayment obligations in respect of the Facility. As the defaults continued, SSK Appliance’s loan account was classified as a Non Performing Asset Account on February 26, 2024 as per applicable regulations/circulars issued by the Reserve Bank of India. The outstanding amount due and payable as on October 08, 2024 is Rs 64,32.52,378.46 (Rupees Sixty -One Crore Eighty -Two Lakh Fifty Four Thousand Ninety and Paise Five Two only)”*. It further states that *“3. Thereafter, Bank vide its letter Ref. No. HDFC / DFSO / 2024-25 / 4929 dated June 28, 2024 has recalled the credit facilities of SSK Appliance. However, you have failed to comply with the same till date”*.



15. The above clearly indicates that there has been debt due from the Corporate Debtor and default occurred in relation thereto leading to classification of account as NPA on 26.02.2024.
16. The date of default as per Part IV of Form-1 is stated to be 02.01.2024. The Loan Recall Notice relied on by the Financial Creditor is dated 09.10.2024, and it refers to an earlier letter, bearing Ref. No. HDFC/DFSO/2024-25/4929, dated 28.06.2024, vide which the Financial Creditor had recalled the credit facilities granted to the Corporate Debtor. The Loan Recall Notice also states that the Corporate Debtor's account was declared a Non-Performing Asset ("NPA") on 26.02.2024.
17. The Corporate Debtor has also relied on the fact that no NeSL Report has been annexed with the Petition. The facts of the present case have sufficiently established the existence of debt and default, which is a sine qua non for the admission of a Section 7 petition. The Financial Creditor has also placed on record evidence of having applied for a NeSL Report. In the present case, we are of the view that the mere absence of the NeSL Report cannot defeat a Section 7 petition, when debt and default has been established through other relevant documents, including a Commercial Credit Information Report dated May 2, 2025 issued by TransUnion CIBIL Limited.
18. As regards latest disbursement being made on 21.07.2023 and 01.01.2024 to question the date of default being the immediate next day, i.e. 02.01.2024, it is to be appreciated that the Corporate Debtor was availing credit facilities under 5 different accounts and each account had a independent maturity period, as can be discernible from the account wise details and their maturity date acknowledged by the Corporate Debtor in such revival letter. Accordingly, even if there was fresh disbursement in another account on the preceding date, it can not be lead to an inference that the other account of the Corporate Debtor could not have been classified as NPA on the next date if such account had



been in delinquency for a specified period. Further, the date of default in relation to disbursement of Rs. 10,25,00,000/- on 01.01.2024 can be its maturity date i.e. 11.03.2024 and there can be multiple date of defaults. An Application u/s 7 of the Code is maintainable on multiple date of defaults so long as the debt in relation to the defaults falling within limitation period exceeds Rs. 1,00,00,000/-. In the present case, this fact is not in dispute.

19. In view of the above, we are of considered view that there exists a financial debt, exceeding the threshold limit prescribed u/s. 4 of IB Code and the same is in default. The Petition is complete in all respects. Therefore, the Petition bearing CP (IB) No. 665 of 2025 filed by **HDFC Bank Limited**, the Financial Creditor, under Section 7 of the Code read with Rule 6(1) of the Insolvency & Bankruptcy (Application to Adjudicating Authority) Rules, 2016 for initiating Corporate Insolvency Resolution Process (CIRP) against **Shree Sant Kripa Appliances Private Limited**, the Corporate Debtor, is **admitted**.
20. The Financial Creditor has proposed the name of **Mr. Subhash Nathuramka**, Registration No. **IBBI/IPA-001/IP-P00472/2017-18/10815**, as the Interim Resolution Professional of the Corporate Debtor. He has filed his written communication in Form 2 as required under Rule 9(1) of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016.
21. It is, accordingly, hereby ordered as follows: -
 - I. The Petition bearing **CP(IB) No. 665 of 2025** filed by **HDFC Bank Limited**, the Financial Creditor, under Section 7 of the Code read with Rule 4(1) of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016 for initiating Corporate Insolvency Resolution Process (CIRP) against **Shree Sant Kripa Appliances Private Limited**, the Corporate Debtor, is **admitted**.



- II. There shall be a moratorium under Section 14 of the Code, in regard to the following:
- 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 (SARFAESI) Act, 2002;
 - d. The recovery of any property by an owner or lessor where such property is occupied by or in possession of the Corporate Debtor.
- III. Notwithstanding the above, during the period of moratorium: -
- a. 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;
 - b. That the provisions of Sub-Section (1) of Section 14 of the Code shall not apply to such transactions as may be notified by the Central Government in consultation with any sectoral regulator;
- IV. The moratorium shall have effect from the date of this order till the completion of the CIRP or until this Adjudicating Authority approves the resolution plan under Sub-Section (1) of Section 31 of the Code or passes an order for liquidation of Corporate Debtor under Section 33 of the Code, as the case may be.
- V. Public announcement of the CIRP shall be made immediately as specified under Section 13 of the Code, read with Regulation 6 of the

Insolvency & Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016.

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- VI. **Mr. Subhash Nathuramka**, Registration No. **IBBI/IPA-001/IP-P00472/2017-18/10815**, having registered address at **B-602, Silver Sands, Piramal Nagar, Off S V Road, Goregaon West, Mumbai, Maharashtra ,400104, E-mail Id: snathuramka@gmail.com**, is hereby appointed as Interim Resolution Professional (“**IRP**”) of the Corporate Debtor to carry out the functions as per the Code. The fee payable to IRP or, as the case may be, the RP shall be compliant with such Regulations, Circulars and Directions issued/as may be issued by the Insolvency & Bankruptcy Board of India (IBBI). The IRP shall carry out its functions as contemplated by sections 15, 17, 18, 19, 20 and 21 of the Code.
- VII. During the CIRP Period, the management of the Corporate Debtor shall vest in the IRP or, as the case may be, the RP in terms of Section 17 of the Code. The officers and managers of the Corporate Debtor shall provide all documents in their possession and furnish every information in their knowledge to the IRP within a period of one week from the date of receipt of this Order, in default of which coercive steps will follow.
- VIII. The Financial Creditor shall deposit a sum of Rs.3,00,000/- (Rupees Three Lakhs only) with the IRP to meet the expenses arising out of issuing public notice and inviting claims and such amount shall be treated as Interim Finance. These expenses are subject to approval by the Committee of Creditors (“**CoC**”).
22. The Registry is directed to communicate this Order to the Financial Creditor, the Corporate Debtor and the IRP by Speed Post and email immediately, and in any case, not later than two days from the date of this Order.



23. IRP is directed to send a copy of this Order to the Registrar of Companies, Maharashtra, Mumbai, for updating the Master Data of the Corporate Debtor. The Registrar of Companies shall send a compliance report in this regard to the Registry of this Court **within seven days** from the date of receipt of a copy of this order.

24. Ordered accordingly.

Sd/-

Prabhat Kumar
Member (Technical)

/SP/

Sd/-

Sushil Mahadeorao Kochey
Member (Judicial)