

**IN THE NATIONAL COMPANY LAW TRIBUNAL**  
**NEW DELHI BENCH**  
**COURT-IV**

**C.P. (IB) NO. 317/ND/2025**

**IN THE MATTER OF:**

**CANARA BANK (E-SYNDICATE BANK)  
THROUGH ITS AUTHORIZED REPRESENTATIVE  
HAVING ITS HEAD OFFICE AT:  
112, JC ROAD, BANGALORE -560002  
HAVING ONE OF ITS BRANCH AMONG OTHER AT:  
STRESSED ASSETS MANAGEMENT (SAM) BRANCH,  
C- 34, 3RD FLOOR, DDA OFFICE CUM SHOPPING COMPLEX,  
OPP. MOOLCHAND HOSPITAL, LAJPAT NAGAR, NEW DELHI-110024  
...APPLICANT/FINANCIAL CREDITOR**

**VERSUS**

**M/S EQUINOX INDIA DEVELOPMENTS LIMITED  
(FORMERLY KNOWN AS INDIABULLS REAL ESTATE LIMITED)  
REGISTERED OFFICE AT:  
NO.01-1001, WE WORK, BLUE ONE SQUARE UDYOG VIHAR  
PHASE 4 RD, GURGAON HARYANA INDIA, 122016  
...CORPORATE DEBTOR/RESPONDENT**

**ORDER DELIVERED ON 09.12.2025**

**CORAM:**

**SHRI MANNI SANKARIAH SHANMUGA SUNDARAM,**  
**HON'BLE MEMBER (JUDICIAL)**

**SHRI ATUL CHATURVEDI,**  
**HON'BLE MEMBER (TECHNICAL)**

**PRESENT:**

**For the Applicant : Mr. Hitesh Sachar, Ms. Anju Jain, Advs.**  
**For the Respondent : Adv. Siddharth Joshi**

**ORDER**

**PER: ATUL CHATURVEDI, MEMBER (TECHNICAL)**

1. This is a Company Application filed under section 7 of the Insolvency and Bankruptcy Code, 2016 (for brevity "the Code") read with rule 4 of the Insolvency and Bankruptcy (Application to Adjudicating Authority)

Rules, 2016, by Canara Bank (E-Syndicate Bank) through its Authorized Representative (hereinafter referred as Applicant Bank), seeking to initiate Corporate Insolvency Resolution Process (“CIRP”) against M/s Equinox India Developments Limited (“Corporate Debtor”).

2. The Corporate Debtor i.e., M/s Equinox India Developments Limited formerly known as India Bulls Real Estate Limited was incorporated on 04.04.2006, having CIN: L45101HR2006PLC095409 under the Companies Act, 1956. Its registered office is at Office No. 01-1001, We Work, Blue One Square Udyog Vihar Phase 4 Rd, Gurgaon Haryana, India, 122016. Therefore, this Bench has jurisdiction to deal with this petition.

3. **SUBMISSIONS OF THE FINANCIAL CREDITOR**

i. The Corporate Debtor stood as the Guarantor to the facilities advanced to the Principal Borrower M/s Sinnar Thermal Power Limited, who was indebted to the Applicant Bank/ Financial Creditor in an aggregate of Rs. 3,72,35,67,407.77 (Rupees Three Hundred Seventy-Two Crore Thirty-Five Lakh Sixty-Seven Thousand Four Hundred Seven and Seventy-Seven Paise) due as on 30.12.2024 along with penalties and future interest from 01.01.2025. The facilities advanced to the Principal Borrower M/s Sinnar Thermal Power Limited were as follows:

Facility	Limit (Rs. In Crores)	Purpose
Rupee Term Loan (26.02.2010)	100.00	To set up a Coal Based Thermal Power Project in Multi Product Special Economic Zone at Sinnar Village in Nasik District in the state of Maharashtra

		having capacity of producing 1350 MW (5 x 270) of thermal power.
Term Loan (COR-I) (26.03.2014)	15.57	For Cost Overrun Facility
Term Loan (CORII) (30.08.2016)	28.83	For Cost Overrun Facility
Total	144.4	

- ii. The facilities advanced by the Applicant Bank to Principal Borrower was under Consortium, the other members were Power Finance Corporation Limited, Rural Electrification Limited, Life Insurance Corporation of India, Bank of India, Axis Bank Limited, Punjab National Bank (E- United Bank of India).
- iii. It is submitted that the Principal Borrower M/s Sinnar Thermal Power Limited is already under CIRP initiated in CP (IB) No.2561/(ND)/2019 by the order of NCLT Bench IV, New Delhi.
- iv. The Principal Borrower had approached the consortium Banks in the year 2010, 2014 and 2016 for certain facilities. Accordingly, the Applicant bank along with Consortium of Banks vide sanction letters dated 26.02.2010, 26.03.2014 and 30.08.2016 bearing Ref.No.9044/NP/CREDIT/INDBULLS/2010,9044/ADV/85/NP/2013 and SL356/9044/2016 respectively, sanctioned credit facility to the tune of and Rs.144,40,00,000/- (Rupees One Hundred Forty-Four Crores Forty Lakhs Only) to the Principal Borrower. The necessary documents were duly executed by the Principal Borrower in favour of Consortium of Banks including Applicant Bank.
- v. In the said facilities, the Corporate Debtor stood as Corporate Guarantor and executed Corporate Guarantee Deed in favour of Applicant Bank and further executed Cost Overrun Undertaking.
- vi. As there was default in repayment of said facilities, the account of the Principal Borrower was declared as Non-Performing Asset

with effect from 28.09.2017 in accordance with the directions or guidelines issued by the Reserve Bank of India.

- vii. It is pertinent to mention that the liabilities toward the Applicant Bank/Financial Creditor was also duly acknowledged by the Principal Borrower, in its financial statements for the year ended 31.03.2019 and 31.03.2021. That the independent Auditor Report dated 26.06.2020 duly authenticated the default in part of Principal Borrower towards the consortium Banks.
- viii. The total amount due and payable by Principal Borrower to the Applicant Bank/Financial Creditor as on 31.07.2020 was Rs. 202,03,39,436.49 (Rupees Two Hundred Two Crores Three Lakh Thirty-Nine Thousand Four Hundred Thirty-Six and Forty-Nine Paisa) as per recall notice dated 30.09.2020.
- ix. Thereafter the Principal Borrower made several requests from time to time to extend the time for repayment and also acknowledged its liabilities through various communication dated 24.11.2020, 27.11.2020, 1.12.2020, 14.01.2021, 29.01.2021, 03.03.2021, 12.03.2021, 22.03.2021, 06.04.2021, 20.09.2021, 23.08.2023, 28.11.2023 and 17.04.2024. However, no payment was made.
- x. The Applicant has filed O.A. under Section 19 of The Recovery of Debt and Bankruptcy Act, 1993 before the Hon'ble DRT, Delhi for recovery of amount outstanding against the Principal Borrower and further, with respect to the mortgage properties has issued notice under Section 13(2) of SARFAESI Act, 2002 on 09.06.2021.
- xi. It is pertinent to mention that on 28.11.2023, the Principal Borrower issued a letter to the lenders, including Applicant Bank with respect to "Alternate Proposal for operationalization of Plant-Sinnar Thermal Power Limited (1350 MW)."
- xii. On 17.04.2024, the promoter of Principal Borrower, i.e., Rattan India Power Limited (RPL) has made a "Proposal for Settlement of the Financial Debt of Sinner Thermal Power Limited". It is submitted that in the said proposal the Promoter has clearly

mentioned about release of security of the Corporate Guarantor, i.e., Equinox India Development Limited, once the settlement proposal gets approved. By the above said letter, earlier proposal made by the Principal Borrower, the limitation period stands extended.

- xiii. Moreover, it is submitted that the limitation period stands extended vide judgment dated 10.01.2022, passed by the Hon'ble Supreme Court in Miscellaneous Application No.21 of 2022 in Miscellaneous Application No.665 of 2021 in Suo Motu Writ Petition (C) No. 3 of 2020 directing that 15.03.2020 till 28.02.2022 shall stand excluded for the purposes of limitation as may be prescribed under any general or special laws in respect of all judicial or quasi-judicial proceedings.
- xiv. The Corporate Insolvency Resolution Process proceedings against the Principal Borrower are filed and pending before the Hon'ble NCLT, New Delhi Bench IV, therefore in terms of Section 60(2), the present petition is being filed before this Tribunal. Further, it is submitted that this Tribunal has the jurisdiction to hear and adjudicate the present petition in terms of the IBC, 2016.

#### **4. REPLY BY THE CORPORATE DEBTOR**

- i. The instant Petition/Application is filed by Canara Bank (E-Syndicate Bank) ("Applicant Bank") claiming itself as a Financial Creditor qua the Respondent as defined under Section 5(7) of the Insolvency and Bankruptcy Code, 2016 ("Code") and seeking initiation of Corporate Insolvency Resolution Process ("CIRP") based upon the Corporate Guarantee dated 30.06.2010 ("2010 Corporate Guarantee") and Cost Overrun Deed of Undertaking dated 21.11.2016 ("Deed of Undertaking") allegedly executed by Respondent- the alleged Corporate Debtor to the stated facilities advanced to and availed by Sinner Thermal Power Limited ("Principal Borrower") who is statedly indebted to alleged Financial Creditor (the Applicant bank) of a claimed amount Rs 372,35,67,407.77/- (Rupees Three Hundred and Seventy-Two

Crore, Thirty-Five Lacs, Sixty-Seven Thousand, Four Hundred and Seven and Seventy Seven Paise).

- ii. The objections raised are set forth and urged on the principles of Order 7 Rule 11 CPC by reference to the assertions made in the Application/Petition and the accompanying documents/Annexures filed and heavily relied upon by the Applicant/Petitioner seeking to support its Application/Petition: (a) Initiation of CIRP against alleged Corporate Debtor barred under Section 10A of the Code. (b) Petition is barred by the law of limitation. (c) The Applicant Bank has approached this Hon'ble Tribunal with unclean hands by not disclosing that alleged Corporate Guarantee dated 30.06.2010 executed by alleged Corporate Guarantor stood discharged.
- iii. It is submitted that the documents annexed along therewith would reveal that the default occurred on 04.10.2020 post issue of Recall Notice dated 30.09.2020, which falls within the statutory suspension period between 25.03.2020 to 24.03.2021 as notified under Section 10A of the Code.
- iv. Section 10A, inserted by the Insolvency and Bankruptcy Code (Second Amendment) Act, 2020, is couched in unequivocal and prohibitory language, imposing an absolute and permanent bar against the filing of any application under Sections 7, 9 or 10 of the Code for defaults occurring during the suspension period. The proviso makes it abundantly clear that "no application shall ever be filed' in respect of such defaults.
- v. It is submitted that Applicant Bank has not approached this Tribunal with clean hands and has suppressed material documents which are vital for the adjudication of the instant Petition which is instituted with a malicious intent for purpose other than the resolution of insolvency.
- vi. It is submitted that the Applicant Bank has consciously withheld vital documents, including those evidencing novation, release, and substitution of the answering Respondent's obligations

under the alleged Corporate Guarantee, Deed of Undertaking as well as its own categorical admissions made before DRT that Guarantee issued by alleged answering Respondent stands discharged. This suppression strikes at the root of the maintainability of the Petition, disentitles the Applicant Bank to any relief, and squarely attracts the consequences under Section 65 of the Code.

- vii. In the year 2011, a Scheme of corporate reconstruction/arrangement was entered between the answering Respondent, Rattan India Enterprises Limited (formerly known as Indiabulls Infrastructure and Power Limited), Indiabulls Builders, RattanIndia Power Limited (formerly known as Indiabulls Power Limited) and Poena Power Supply Limited. As a result of the scheme arrived between the parties inter alia entailed:
- I. Demerger of power business undertaking of the answering Respondent to the RattanIndia Enterprises Limited.
  - II. All the property, rights and powers on demerger of the power business undertaking of the answering Respondent was transferred without any further act or deed to the RattanIndia Enterprises Limited.
  - III. All the liabilities and duties of the answering Respondent were transferred to RattanIndia Enterprises Limited
- viii. On 17.10.2011, the Hon'ble High Court of Delhi was pleased to grant its approval to the Scheme of Arrangement under Section 391-394 of the Companies Act and held that in terms of the Scheme, the Demerged Undertaking of the answering Respondent be transferred and vested in RattanIndia Enterprises Limited.
- ix. In light of the scheme approved, on 11.01.2012, Deed of Corporate Guarantee ("2012 Corporate Guarantee") was executed between RattanIndia Enterprises Limited, Rattan India Power Limited, and IDBI Trusteeship Service Limited (acting on behalf of Lenders) whereby the answering Respondent was released from

its obligations under the previous alleged Corporate Guarantee and RattanIndia Enterprises Limited ("RIPL") and RattanIndia Power Limited ("RPL") was replaced as Guarantors towards the Sinnar Thermal Power Project.

- x. The Applicant Bank has suppressed the fact that it, along with other consortium lenders, consented to the substitution of Guarantors through the 2012 Corporate Guarantee, thus, no demand notice could have been issued by the Applicant Bank upon the answering Respondent demanding payment of Rs. 202,03,39,436.49/- (Rupees Two Hundred Two Crore Three Lakhs Thirty-Nine Thousand Four Hundred and Thirty-Six and Forty-Nine Paise Only). Thus, on this ground alone, the instant Petition is liable to be dismissed.
- xi. It is submitted that on a conjoint reading of orders passed by DRT, the Applicant Bank has itself admitted that Guarantee dated 30.06.2010 basis which the instant proceedings have been initiated stands discharge and thus, the answering Respondent is no longer liable qua any obligation forming part of Corporate Guarantee dated 30.06.2010 or the Deed of Undertaking.

**5. REJOINDER BY THE FINANCIAL CREDITOR:**

- i. It is submitted that the Respondent stood as a Guarantor and has given various undertakings to the Lender of the Term Loan including that it shall bring, infuse further equity/fund to meet the cost overrun as approved by the Lender, thereby clearly standing as guarantee to the facilities availed by the Borrower.
- ii. The obligation in respect of the guarantee is on debt payable to the Petitioner. The guarantee undertaken by the Respondent herein falls within the parameter of debt as defined under Section- 3(11) of IBC which is reproduced hereunder: "*Debt*" means a liability or obligation in respect of a claim which is due from any person and includes a financial debt and operational debt.
- iii. The Corporate Debtor has executed a Corporate Guarantee dated 30.06.2010 in favour of Power Finance Corporation Ltd. being

Security Agent for the lenders. The undertaking was also given by the Respondent along with the other Guarantors being Rattan India Infrastructure Limited, PR Infralands Private Limited, RattanIndia Power Limited and Power Finance Corporation Limited.

- iv. It is a condition of the Facility Agreement that the Guarantor(s) shall provide a corporate guarantee of the portion of equity envisaged and planned to be contributed by IBREL and IPL in a timely manner for setting up the Project to be met out from further equity/funds to be contributed by the Guarantor(s) without recourse to the Lenders and Project Assets. (The portion of equity committed by the Guarantor(s) for itself as well as Financial Investor for setting up the Project and the funds whatsoever required in the event of cost overrun shall hereinafter be referred to as the 'Equity Share Capital'). The clause 2 of the Corporate Guarantee dated 30.06.2010 clearly stipulates the extension of the guarantee.
- v. The Respondent has also been part of the Share retention and Management undertaking dated 28.02.2015, Indemnity cum undertaking dated 28.03.2015 and have executed Promoter's Deed of Undertaking dated 28.03.2015, which have already been annexed in the Petition of the other Corporate Guarantor in CP (IB) No. 204 of 2025.
- vi. The Respondent has been part of all the Agreements which has been executed during the time of sanction of the facilities which was made available to the Borrower. The Respondent in lien of the facilities availed has executed the documents in favour of the Bank which are as follows:
  - The cost overhead dated 21.11.2016.
  - Indemnity cum undertaking dated 28.03.2015
  - Share retention and Management undertaking dated 28.02.2015
  - Promoters Deed of Undertaking dated 28.03.2015
- vii. It is submitted that the notice under Section 13(2) of the SARFAESI was issued on 09.06.2021 which was not replied by the Respondent despite receiving the same.

- viii. It is submitted that the present Application is well within the limitation period, that after the account being declared NPA on 28.09.2017 there are various communications by the Principal Borrower whereby the liability has been admitted by the Principal Borrower. It is submitted that the extension of period of limitation due to the said acknowledgment and applicability of Section 18 of the Limitation Act, 1963 is well settled law by the various judicial pronouncements of the Hon'ble Supreme Court of India.
- ix. It is submitted that the corporate guarantee and the deed of undertaking do constitutes an agreement in terms of section 126 and 128 of the Indian Contract Act, 1872.

### **ANALYSIS AND FINDINGS**

6. We have heard the Ld. Counsel on behalf of the Financial Creditor and Corporate Debtor and further perused the averments made in the application, reply filed by the Corporate Debtor, Rejoinder by the Financial Creditor and written submission presented by Financial Creditor and the Corporate Debtor.
7. The present Application has been filed by **Canara Bank** ("Applicant/Financial Creditor") under Section 7 of the Insolvency and Bankruptcy Code, 2016 ("Code" or "IBC") seeking initiation of Corporate Insolvency Resolution Process ("CIRP") against M/s Equinox India Developments Limited formerly known as India Bulls Real Estate Limited on the ground that the Corporate Debtor, alleged to be a Corporate Guarantor of M/s **Sinnar Thermal Power Limited** i.e. Principal Borrower, has defaulted in payment of financial debt amounting to Rs. 3,72,35,67,407.77/-.
8. It is the case that the Principal Borrower availed multiple credit facilities aggregating to Rs. 144.40 crore from a consortium of banks led by Power Finance Corporation, in which the Applicant was a member. The Principal Borrower's account was classified as NPA on 28.09.2017, followed by Loan Recall and SARFAESI notices. The Applicant contends that the Respondent stood as a Corporate Guarantor by virtue of various undertakings and documents executed contemporaneously with the

loan sanctions such as the Corporate Guarantee (30.06.2010), Cost Overrun Deed of Undertaking (21.11.2016), Deed of Indemnity-cum-Undertaking (28.03.2015), Share Retention and Management Undertaking (20.02.2015), and Promoters' Deeds of Undertaking (28.03.2015 and 21.11.2016). According to the Applicant, these instruments, read collectively, evidence the Respondent's unequivocal obligation to ensure repayment of the facilities and therefore amount to a corporate guarantee within the meaning of Sections 3(11) and 5(8) of the Code. It is further submitted that the claim is within limitation as there have been repeated acknowledgements of debt and OTS proposals by the Principal Borrower and its promoters, the latest being on 17.04.2024., where names of Respondent and other Guarantors are mentioned including proposal for release of security of Guarantors. The extension of period of limitation due to said acknowledgments and applicability of Section 18 of the Limitation Act is well settled law by various judicial pronouncements of the Hon'ble Supreme Court of India. The Financial Creditor has also quoted one of the relevant judgement in the matter of **Dena Bank (now Bank of Baroda) vs C. Shivkumar Reddy and Anr. Civil Appeal No. 1650 of 2020**, wherein it has been held as follows:-

*"Section 18 of the Limitation Act, 1963 gets attracted the moment acknowledgment in writing signed by the party against whom such right to initiate Resolution Process under Section 7 of IBC ensures. Section 18 of the Limitation Act would come into play every time when the Principal Borrower and/or the Corporate Guarantor (Corporate Debtor), as the case may be, acknowledge their liability to pay the debt. Such acknowledgment, however, must be before the expiration of the prescribed period of limitation including the fresh period of limitation due to 'acknowledgment of the debt', from time to time, for institution of the proceedings under Section 7 of IBC. Further, the acknowledgment must be of a liability in respect of which the 'Financial Creditor' can initiate action under Section 7 of IBC.. ..... This Court sees no reason why an offer of One Time*

*Settlement of a live claim, made within the period of limitation, should not also be construed as an acknowledgment to attract Section 18 of the Limitation Act."*

9. It is well settled that at the stage of admission under Section 7, this Adjudicating Authority is only to ascertain whether there exists a financial debt and whether default has occurred as laid down in ***Innoventive Industries Ltd. v. ICICI Bank (2018) 1 SCC 407.***
10. The first issue is whether a financial debt exists and a default has occurred or not. A corporate guarantee is, by its nature, a contingent/liability which, when invoked, gives rise to a liability in respect of repayment of financial facilities. The Applicant has produced the Corporate Guarantee dated 30.06.2010 and the Cost Overrun Undertaking dated 21.11.2016, which on a plain collective reading alongwith all the facilities sanctions by bank create an obligation in respect of debt advanced to the principal borrower. The Respondent has not produced any executed, unconditional instrument that unambiguously and effectively discharges or extinguishes the guarantee obligations in favour of the lenders. On the material on record the element of financial debt within the meaning of Section 5(8) is established.
11. It is contended that the Principal Borrower's account was classified as NPA on 28.09.2017. Despite multiple communications/negotiations, the debt remained unpaid. A guarantor's liability is co-extensive with that of the principal borrower under Section 128 of the Indian Contract Act, therefore where the borrower's account is NPA and liability remains, the guarantor's liability stands crystallised. The Financial Creditor has produced the NeSL record of default, certified account statements and auditor's reports corroborating a continuing default.
12. It is contended by the Respondent that default only arose on 04.10.2020 which is three days after recall notice of 3.09.2020 is a semantic attempt to re-characterise the cause of action. The admitted fact that borrower's account was NPA from 28.09.2017 indicates a continuing default; the issuance of a recall notice in 2020 and SARFAESI Notice in 2021 are

merely enforcement steps, not the origin of the cause of action where default long pre-existed.

13. The Respondent, on the other hand argues that the present application is barred by the law of limitation and barred under Section 10A of the Code. Before we proceed to examine the contentions of the parties it is relevant to go through the provision of Section 10A of the IBC, 2016. Which is as follows:

**“Section 10A:**

***Suspension of initiation of Corporate Insolvency Resolution Process:***

*Notwithstanding anything contained in Section 7, 9 and 10 no application for initiation of corporate insolvency resolution process of a corporate debtor shall be filed, for any default arising on or after 25<sup>th</sup> March, 2020 for a period of six months or such further period, not exceeding one year from such date, as may be notified in this behalf,*

*Provided that no application shall ever be filed for initiation of corporate insolvency resolution process of a corporate debtor for the said default occurring during the said period.*

*Explanation: For the removal of doubts, it is hereby clarified that the provisions of this section shall not apply to any default committed under the said sections before 25<sup>th</sup> March 2020.”*

14. Therefore, in accordance with this Section, no proceedings under Section 7, 9 and 10 of the IBC can be initiated against the Corporate Debtor for the default which has occurred between the period from 25.03.2020 till 24.03.2021. It is abundantly clear that the intention of the legislature is to completely bar the institution of any application ever for initiation of CIRP for the default having occurred during the period

25.03.2020 till 24.03.2021. Where the default is shown to have arisen on 28.09.2017, Section 10A cannot be invoked to shield a pre-existing default. The Applicant's evidence of NPA classification and continuing unpaid liability defeats the Section 10A bar contention. Further, the law is well-settled that steps under the SARFAESI Act are consequences of default and do not postpone or shift the date of default.

15. The Respondent has further relied on the alleged Scheme of Arrangement/restructuring and on the Deed of Guarantee dated 11.01.2012 to content that its obligations as corporate guarantor stood discharged or novated. This Adjudicating Authority finds the contention to be unsustainable. Moreover, it is seen that Deed of Guarantee dated 11.01.2012 clearly mentions that Respondent (IBREL) to continue to be responsible for fulfilling obligations in event of default by substituted Guarantors. In addition, a restructuring scheme does not ipso facto extinguish existing guarantees unless the creditor expressly executes a written and unconditional release in favour of the guarantor. No document has been annexed to demonstrate that the Financial Creditor accepted any novation under Section 62 of the Contract Act or executed a release in 2012, liability could not have revived upon NPA classification in 2017. The subsequent conduct and correspondence of the Corporate Debtor, including OTS proposals, belies its own case of discharge. Accordingly, the argument based on the alleged scheme is rejected.

16. In view of the above discussions, this Adjudicating Authority is of the considered view that the present Application filed under Section 7 of the Insolvency and Bankruptcy Code, 2016 is maintainable. It is, hereby ordered as follows:

- i. The application bearing CP (IB) No. 317/ND/2025 filed by Canara Bank, the Financial Creditor, under Section 7 of the Code for initiating CIRP against M/s Equinox India Developments Limited

(formally known as India Bulls Real Estate Limited), the Corporate Debtor, is hereby admitted.

- ii. The Applicant in Part-III of the application has proposed the name of Mr. Prabhat Ranjan Singh having Registration Number IBBI/IPA-002/IP-N00428/2017-18/11239, email: [Prabhat.rs.advocate@gmail.com](mailto:Prabhat.rs.advocate@gmail.com), is hereby appointed as Interim Resolution Professional (IRP) of the Corporate Debtor. The consent of the proposed interim resolution profession in Form-2 is taken on record. The IRP so appointed shall file a valid AFA and disclosure about non-initiation of any disciplinary proceedings against him, within five working days (3) of pronouncement of this order.
- iii. We direct the applicant to deposit a sum of Rs. 2 lacs with the Interim Resolution Professional, namely Mr. Prabhat Ranjan Singh, to meet out the expenses to perform the functions assigned to him in accordance with regulation 6 of Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Person) Regulations, 2016. The needful shall be done within one week from the date of receipt of this order by the Financial Creditor. The amount, however, be subject to adjustment by the Committee of Creditors, as accounted for by Interim Resolution Professional, and shall be paid back to the Financial Creditor.
- iv. We also declare moratorium in terms of Section 14 of the Code. The necessary consequences of imposing the moratorium flows

from the provisions of Section 14 (1) (a), (b), (c) & (d) of the Code.

Thus, the following prohibitions are imposed:

*(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.*

*(e) The IB Code 2016 also prohibits Suspension or termination of any license, permit, registration, quota, concession, clearances or a similar grant or right given by the Central Government, State Government, local authority, sectoral regulator or any other authority constituted under any other law for the time being in force, on the grounds of insolvency, subject to the condition that there is no default in payment of current dues arising for the use or continuation of the license, permit, registration, quota, concessions, clearances or a similar grant or right during the moratorium period.*

- v. It is made clear that the provisions of moratorium shall not apply to transactions which might be notified by the Central Government or the supply of the essential goods or services to the Corporate Debtor as may be specified, are not to be terminated or suspended or interrupted during the moratorium period. In addition, as per the Insolvency and Bankruptcy Code (Amendment) Act, 2018 which has come into force w.e.f. 06.06.2018, the provisions of moratorium shall not apply to the

surety in a contract of guarantee to the corporate debtor in terms of Section 14 (3)(b) of the Code.

- vi. The Interim Resolution Professional shall perform all his functions contemplated, inter-alia, by Sections 15, 17, 18, 19, 20 & 21 of the Code and transact proceedings with utmost dedication, honesty and strictly in accordance with the provisions of the Code, Rules and Regulations. It is further made clear that all the personnel connected with the Corporate Debtor, its promoters or any other person associated with the Management of the Corporate Debtor are under legal obligation under Section 19 of the Code to extend every assistance and cooperation to the Interim Resolution Professional as may be required by him in managing the day-to-day affairs of the 'Corporate Debtor'.
- vii. In case there is any violation committed by the ex-management or any tainted/illegal transaction by ex-directors or anyone else, the Interim Resolution Professional would be at liberty to make appropriate application to this Tribunal with a prayer for passing an appropriate order.
- viii. The Interim Resolution Professional shall be under duty to protect and preserve the value of the property of the 'Corporate Debtor' as a part of its obligation imposed by Section 20 of the Code and perform all his functions strictly in accordance with the provisions of the Code, Rules and Regulations.
- ix. A copy of the order shall be communicated to the applicant, Corporate Debtor and IRP above named, by the Registry. In

addition, a copy of the order shall also be forwarded to IBBI for its records. Applicant is also directed to provide a copy of the complete paper book to the IRP. A copy of this order is also sent to the ROC for updating the Master Data. ROC shall send compliance report to the Registrar, NCLT.

- x. Accordingly, the instant application filed under section 7 of the Code,2016 bearing I.B./317(ND)/2025 stands **admitted**.

**-SD/-**

**ATUL CHATURVEDI  
MEMBER (TECHNICAL)**

**-SD/-**

**MANNI SANKARIAH SHANMUGA SUNDARAM  
MEMBER (JUDICIAL)**