NATIONAL COMPANY LAW TRIBUNAL,
MUMBAI BENCH COURT VI

Item No. P-1

C.P. (IB)/176/MB/2025

CORAM:

SHRI SAMEER KAKAR
HON'BLE MEMBER (TECHNICAL)

SHRI NILESH SHARMA
HON'BLE MEMBER (JUDICIAL)

ORDER SHEET OF HEARING (HYBRID) DATED **18.02.2026**

NAME OF THE PARTIES:

Creative Ashtech Engineering Projects Private Limited

Vs.

ROEVPL Ventures Private Limited

Under Section 7 of the IBC, 2016.

ORDER

The case is fixed for the pronouncement of the order. The order is pronounced in the open court, *vide* separate order. A detailed order is being uploaded on the NCLT portal today.

Sd/-
SAMEER KAKAR
MEMBER (TECHNICAL)

Sd/-
NILESH SHARMA
MEMBER (JUDICIAL)

//AS//

IN THE NATIONAL COMPANY LAW TRIBUNAL, MUMBAI BENCH-VI

C.P. (IB)/176/MB/2025

[Under Section 7 of the Insolvency and Bankruptcy Code, 2016 r/w Rule 4 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016]

CREATIVE ASHTECH ENGINEERING PROJECTS PRIVATE LIMITED

[CIN No.: U29305MH2009PTCI93664]

7th Floor, Raheja Point, Wing B

Vakola, Nehru Road, Near Shamrao Vithal Bank

Santacruz (East), Mumbai – 400055.

…Financial Creditor

V/s

ROEVPL VENTURES PRIVATE LIMITED

[CIN No.: U51900MH2005PTC157592]

502, Plot No. 91/94, Prabhat Colony

Santacruz (East), Mumbai – 400055.

...Corporate Debtor

Pronounced: 18.02.2026

CORAM:

HON'BLE SHRI NILESH SHARMA, MEMBER (JUDICIAL)

HON'BLE SHRI SAMEER KAKAR, MEMBER (TECHNICAL)

Appearances: Hybrid

For Applicant: Adv. Amir Arsiwala, Adv. Mithila Damle i/b Actus Lit Partners

For Respondent: Adv. Namrata Sharma

ORDER

[PER: CORAM]

1. BACKGROUND

1.1 This C.P. (IB) No. 176 of 2025 (Application) was filed on 12.12.2024 by M/s Creative Ashtech Engineering Projects Private Limited, the Financial Creditor (FC) having CIN No.: U29305MH2009PTCI93664, under Section 7 of the Insolvency and Bankruptcy Code, 2016 (IBC), read with Rule 4 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016, seeking initiation of Corporate Insolvency Resolution Process (CIRP) against ROEVPL Ventures Private Limited, the Corporate Debtor (CD), having CIN No.: U51900MH2005PTC157592.

1.2 This Application has been affirmed by one Mr. Laxminarayan Ramlal Sharma, Director at Creative Ashtech Engineering Projects Private Limited. As per Part IV of the Application, the amount claimed to be in default is Rs.1,33,88,18,082/- (One-Hundred Thirty-Three Crores Eighty-Eight Lakhs Eighteen Thousand and Eighty-Two Rupees) as on 01.12.2024 out of which Rs.44,94,80,000/- is towards principal dues along with Rs.88,93,38,082.20/- towards interest @ 12% p.a. from 31.03.2018 till 30.11.2024. The date of default in Part IV is stated to be 30.09.2024.

1.3 This matter was transferred from Court I and was first heard by this Bench on 05.03.2025.

1.4 The Applicant has proposed NPV Insolvency Professionals Private Limited (*formerly known as Mantrah Insolvency Pvt. Ltd*.), having Registration No. IBBI/IPE-0040/IPA-2/2022-23/50021, to act as the Interim Resolution Professional (IRP) in case the Application is admitted.

2. CONTENTIONS OF APPLICANT (FC)

2.1 The Applicant is engaged in providing services in the oil and gas sector, seismic operations, sub-surface studies/ consulting, logistics, drilling project management, field development and operation services, and knowledge sharing. The CD is *inter alia* engaged in the business of design of upstream and downstream Oil and Gas equipment including manufacturing, inspection, fabrication, testing, supply assembly, equipment installation, commissioning and startup support and detailed engineering, procurement & expediting, project management and controls.

2.2 On 15.03.2018, one AAA Vibgyor Entertainment Private Limited (AVEPL) issued a Private Placement Offer Letter/Form No. PAS-4 with an intention to raise an amount of Rs.1,11,00,00,000/- by issuing 11,10,000 Zero Coupon Compulsorily Convertible Debentures (Debentures) having a face value of Rs.1,000/- each.

2.3 One Edico Ventures Private Limited (Edico) applied to AVEPL in order to subscribe to the Debentures. Accordingly, Edico was allotted the Debentures for the entire amount of Rs.1,11,00,00,00/-.

2.4 Pertinently, the Financial Creditor had advanced various amounts to Edico and Edico was accordingly liable to pay an approximate amount of Rs.568,80,00,000/- to the Applicant. In order to make partial repayment of the aforesaid loan, Edico executed a Framework Agreement dated 31.03.2018 in favour of the Applicant and assigned *inter alia* the Debentures issued by AVEPL in favour of the Applicant herein.

2.5 In view of the foregoing, the Applicant stepped into the shoes of Edico and became the debenture holder of AVEPL.

2.6 Pursuant to the discussions between the parties, the outstanding dues under the Debentures were secured *inter alia* by pledge of certain equity shares of Reliance Power Limited and Reliance Communications Limited.

2.7 Between January and June 2023, the Applicant invoked the pledged shares and recovered a total amount of Rs.66,05,20,000/- on the following dates:

Date of enforcement of pledge	Amount (in Rs.)
20.01.2023	54,55,20,000
02.06.2023	11,50,00,000
Total	**66,05,20,000**

2.8 In view of the foregoing, the principal amount of the Debentures stood reduced from Rs.1,11,00,00,00/- to Rs.44,94,80,000/-.

2.9 In order to secure repayment of the outstanding Debentures, one Reliance Ornatus Enterprises and Ventures Private Limited (Reliance Ornatus) executed a Deed of Guarantee dated 15.06.2023 in favour of the Financial Creditor.

2.10 Subsequently, by an Order dated 14.12.2023 passed by this Hon'ble Tribunal in Company Petition (CAA) / 196 / MB-V /2023 along with Company Application (CAA)/120/MB-V/2023, AVEPL, being the issuer of the Debentures, along with 5 other companies, was merged and amalgamated with Reliance Infradevelopment Private Limited (RIPL).

2.11 Pertinently, as per Clause 4.4 (a) of the Scheme of Amalgamation, "*All the liabilities including all secured and unsecured debts (<u>including debentures or other instruments of like nature</u>, whether secured or unsecured, convertible into equity shares or not),... shall stand transferred to and vested in or deemed to have been transferred to and vested in the Transferee Company without any further act, instrument or deed, along with any charge, lien, encumbrance or security thereon, and the same shall be*

assumed to the extent they are outstanding on the Effective Date so as to become as and from the Appointed Date, the debts, liabilities, duties and obligations of the Transferee Company....".

2.12 In view of the foregoing, the Debentures subscribed to by the Financial Creditor were deemed to be transferred from AVEPL to RIPL. Thus, the Financial Creditor became the creditor of RIPL by virtue of the order of merger/amalgamation.

2.13 The aforesaid understanding is evidenced by the fact that subsequent to the merger /amalgamation, RIPL renegotiated the terms of the Debentures with the Applicant. Accordingly, as agreed between the Applicant and RIPL, RIPL issued 4,49,480 Zero Coupon Optionally Convertible Debentures (OCDs) with a face value of Rs.1,000/- each, aggregating to Rs.44,94,80,000/- *in lieu* of the Debentures that were issued to the FC by AVEPL. (Outstanding Debentures). These OCDs were issued on 14.06.2023.

2.14 It would not be out of place to mention that on 25.09.2024, the Applicant rematerialized the Outstanding Debentures.

2.15 It would be pertinent to note that, as per the terms and conditions of the issue, the Outstanding Debentures were liable to be redefined by RIPL on 30.09.2024 in a manner that the Applicant would receive the principal amount of the Outstanding Debentures along with a yield calculated at 12% p.a. from the date of allotment till the date of redemption.

2.16 Whilst matters stood thus, on 30.11.2023, the name of Reliance Ornatus was changed to ROEVPL Private Limited, i.e. the CD herein.

2.17 Thereafter, by a letter dated 16.09.2024, the Applicant informed RIPL that the Outstanding Debentures were liable to be redeemed on its due date, i.e., 20.09.2024 and called upon RIPL to arrange payment of Rs.1,31,65,57,260/- being the redemption price of the Outstanding Debentures on or before 30.09.2024.

2.18 Despite receipt of the demand notice, RIPL neither arranged payment nor addressed a response thereto.

2.19 In these circumstances, the Applicant addressed another notice dated 14.10.2024 to RIPL as well as the CD being the Guarantor thereof and called upon each of them to repay the dues under the Outstanding Debentures.

2.20 In view of the foregoing, the Applicant addressed a final notice dated 25.10.2024, invoking the Deed of Guarantee executed by the CD and called upon it to repay the dues under the Outstanding Debentures.

2.21 The aforesaid notice was delivered to RIPL and the CD. However, neither of the said companies arranged payment of the dues nor responded to the notice.

2.22 It would not be out of place to mention that the outstanding dues payable by the CD to the Applicant were duly acknowledged by it even in its Financial Statements for the Financial Year ending March 2024.

2.23 The Applicant has attached the following supporting documents along with the Application and Additional Affidavits dated 19.06.2025, 01.09.2025, and 01.10.2025:

a) Master data of the Applicant and the CD.

b) A copy of the Board Resolution dated December 4, A copy of the Board Resolution dated December 4, 2024 passed by the Financial Creditor in favour of 2024 passed by the Financial Creditor in favour of Laxminarayan Ramlal Sharma.

c) A copy of the private placement offer/Form PAS-4 issued by AAA Vibgyor Entertainment Private Limited.

d) A copy of the Framework Agreement dated March 31, 2018 executed between the Financial Creditor.

e) A copy of the Deed of Guarantee executed by the Corporate Debtor (then known as Reliance Ornatus Enterprises and Ventures Private Limited) in favour of the Financial Creditor.

f) A copy of the Order dated 14.12.2023 issued by this Tribunal in Company Petition (CAA)/196/MB-V/2023 along with Company Application (CAA) 120/MB-V/2023.

g) A copy of the Transaction Statement evidencing issuance of the Outstanding Debentures by Reliance Infradevelopment Private Limited to the the Financial Creditor.

h) A copy of the rematerialized Outstanding Debentures issued by RIPL in favour of FC.

i) A copy of the certificate of change of name issued by the Registrar of Companies in respect of the CD.

j) A copy of the demand notice dated September 16, 2024 addressed by the Financial Creditor.

k) A copy of the demand notice dated October 14, 2024 addressed by the Financial Creditor to the Corporate Debtor.

l) A copy of the notice dated October 25, 2024 addressed by the Financial Creditor to the Corporate Debtor.

m) A copy of the Financial Statements for the FY ending March 2024 of the Corporate Debtor.

n) A copy of the computation of claim of the Financial Creditor.

o) A copy of the Record of Default with Information Utility (NESL).

p) A copy of Form 2 (written communication) issued by the Proposed Interim Resolution Professional along with certificate issued by the Registrar of Companies regarding the name change.

q) A copy of the filing details as obtained from the website of the Hon'ble Tribunal regarding the proceedings initiated to amalgamate AVEPL with RIPL.

r) A copy of the Board Resolution dated 12.06.2023, passed by AVEPL, the Resolution dated 14.06.2023, passed at the extraordinary general meeting of the members of AVEPL and the Consent Letter dated 14.06.2023, issued by the Applicant.

s) A copy of the Resolution dated 27.06.2024 passed by the Board of Directors of RIPL, the Resolution dated 29.06.2024 passed at the extraordinary general meeting of RIPL and the Consent Letter dated 28.06.2024 issued by the Applicant.

t) A copy of the Resolution dated 29.07.2024 passed by the Board of Directors of RIPL, the Resolution dated 30.07.2024, passed at the extraordinary general meeting of RIPL and the Consent Letter dated 30.07.2024, issued by the Applicant.

3. CONTENTIONS OF CD

3.1 Affidavit-in-Reply dated 08.07.2025 was filed and affirmed by one Mr. Sanjay Shinde, who is stated to be the Director and authorized representative of the CD.

3.2 While the existence of certain commercial arrangements involving the CD, the Applicant and the entity formerly known as AAA Vibgyor Entertainment Private Limited (AVEPL) is not denied, it is submitted that the claim as presented is not accurately reflective of the actual status of the transactions, nor does it give due consideration to the enforcement of security and the terms of restructuring mutually agreed by the parties.

3.3 It is a matter of record that the CD, formerly known as Rellance Oranatus Enterprises Private Limited, extended a corporate guarantee dated 15.06.2023, in connection with obligations arising under a revised set of instruments issued by AVEPL. These instruments, originally structured as zero-coupon compulsorily convertible debentures, were subsequently altered into optionally convertible debentures pursuant to a commercial understanding reached between the Financial Creditor and AVEPL. While the CD was supportive of the financial structure being stabilised through the issuance of such instruments, its role was intended to be limited and contingent in nature. The Deed of Guarantee dated 15.06.2023 was executed under a distinct arrangement, not supported by fresh consideration from the Applicant to the CD, thereby making it unenforceable in law under Section 126 of the Indian Contract Act.

3.4 It is further noted that the Applicant exercised its rights in complete reconciliation of how such recovered value has been accounted for while

arriving at the current claimed sum of Rs.133,88,18,082/-. In the absence of clarity as to the method of accounting for these recoveries, the quantum of any obligation that may be attributable to the CD remains uncertain and indeterminate.

3.5 While it is not the CD's case that no obligations were contemplated under the framework of the transactions or the guarantee. It is respectfully submitted that the enforcement of the alleged corporate guarantee, without first ascertaining the final liability post-recovery and restructuring, is premature. The parties were continuously engaged in discussions for mutual resolution, and even the date of maturity was successively extended by mutual consent up to 30.09.2024. These facts clearly demonstrate that no fixed liability was crystalized or payable by the CD prior to that date.

3.6 It is further submitted that following the merger of AVEPL into Reliance Infra Development Private Limited (RIPL) as per the NCLT's order dated 14.12.2023, and the corresponding internal changes in the debt documentation, any liability of the CD, if at all, would require to be reassessed in view of the modified structure and novation of obligations. The Debentures in question were allegedly assigned to the Applicant by Edico Ventures Private Limited, and the CCDs were subsequently altered – events over which the CD had no controlling role.

3.7 That, the terms of conversion and redemption are conditional upon market performance, return on Investment, and valuation, as per the Private Placement Offer and therefore, the liability itself is contingent and uncrystallized - not a definitive financial debt enforceable under IBC.

3.8 That, the Applicant has not followed the adequate procedural requirement of invoking the Guarantee before filing this Section 7 Application. The CD was never called upon specifically to fulfill its guarantee obligations through a valid invocation notice.

3.9 The CD does not seek to dispute the overall background of the transaction, but denies that a clear and enforceable liability has arisen against it in the manner and quantum as alleged. Any payment obligation that may arise is subject to reconciliation, determination of net exposure, and other contractual contingencies agreed between the parties, including the performance of the principal obligor and applicable conditions precedent.

3.10 The CD is a going concern and has been cooperating with its creditors and stakeholders. The IBC process is a last resort mechanism and cannot be used as a substitute for recovery or enforcement of commercial contracts.

3.11 Without prejudice to the foregoing, it is submitted that this Application under Section 7 of the IBC does not satisfy the threshold requirement of a clear and admitted "default" under Section 3(12) of IBC.

4. REJOINDER

4.1 The Applicant was provided an opportunity to file its rejoinder to the CD's Reply, but on 05.03.2025, the Applicant refused to file the same, and hence, its right to file a rejoinder was closed.

5. ADDITIONAL AFFIDAVITS (FC)

a) 19.06.2025: The Applicant, *vide* Additional Affidavit dated 19.06.2025, authorized by Mr. Sunil Rajaram Ikke, brought on record certain

additional documents evidencing the manner in which the financial debt has accrued in favour of the Applicant.

The important terms of the Debentures, as evidenced by the private placement offer dated 15.03.2018, are extracted below:

Conversion Date	*Each CCD will be converted into equivalent number of 10% Non-Cumulative Redeemable Preference Shares (NCRPS) on 5th anniversary of the date of allotment or any other period as may be mutually agreed at conversion price.*
Yield	*At the time of conversion, the CCD holder will receive the principal and yield at 12% p. a. (not compounded annually) by way of 10% NCRPS of Rs.1/- each of the Company from the date of allotment till the date of conversion which will be subject to and contingent on the Company's performance, industry/ market performance, risk factors, return on risk free investment and also factors as Independent valuer (appointed by mutual consent) may g deem necessary for arriving at the conversion price.*
Conversion Price	*Each CCD will be converted at issue price plus yield. Each CCD will be converted into equivalent number of 10% NCRPS of Rs.1/- each for an amount equal to conversion price, any fraction will be paid in case.*
Buy Back of CCDS	*At any time after the date of allotment of CCDs, the CCDs may be bought back by the Company on mutually agreed terms.*
Early Conversion of CCDs	*The CCD holder shall have the right to convert the CCDs into NCRPS, on mutually agreed terms, at any time after the date of allotment of CCDS, after giving 7 days' notice and the said NCRPS shall be redeemable at the end of 6 months from the date of conversion.*

The Financial Creditor stepped into the shoes of Edico and became the debenture holder of AVEPL for the entire amount of Rs.1,11,00,00,000/- *vide* Framework Agreement dated 31.03.2018.

Pertinently, the Debentures became due for conversion on 30.03.2023. However, in view of the proposed merger and amalgamation of AVEPL with 5 other companies into Reliance Infradevelopment Private Limited (RIPL), the parties mutually agreed to not renegotiate terms of the Debentures and not effect the conversion of the Debentures on the

Conversion Date. The requisite proceedings for the proposed merger and amalgamation of AVEPL into RIPL was filed on 30.03.2023 as well. Meanwhile, between January and June 2023, the principal amount of the Debentures amounting to Rs.66,05,20,000/- was adjusted against the value of the shares acquired by the Applicant in Reliance Power Limited and Reliance Communication Limited. Consequently, the principal amount of the Debentures stood reduced to Rs.44,94,80,000. Subsequently, it was mutually agreed between the Applicant and AVEPL that instead of converting the Debentures into equity, the Debentures shall be converted from CCDs to OCDs. This understanding arrived at between the parties is evidenced by the Board Resolution dated 12.06.2023, passed by AVEPL, the Resolution dated 14.06.2023, passed at the extraordinary general meeting of the members of AVEPL, and the Consent Letter dated 14.06.2023, issued by the Applicant.

The revised important terms of the Debentures as evidenced by the aforesaid documents are extracted below:

Redemption Date of OCDs	*On 30th June, 2024*
Redemption Price of OCDs	*The OCD shall be redeemed at Issue Price plus yield on Redemption as calculated below.*
Yield on Redemption	*Each OCD shall be redeemed at yield calculated in the manner that gives the holder an yield of 12% p.a. (not compounded annually) from the date of allotment till the date of redemption on issue price of Rs.1,000/- per OCD.*
Conversion Option to OCD Holder	*The OCD holder, at his discretion, will have the option to convert one OCD into equivalent number of 10% Non Cumulative Redeemable Preference Shares (NCRPS) at conversion price.* *Conversion Price:* *Each OCD will be converted at issue price plus yield. Each OCD will be converted into equivalent number of 10% NCRPS of Rs. 1/- each for an amount equal to conversion price, any fraction will be paid in cash.*

	Yield: *At the time of conversion, the OCD holder will receive principal and yield at 12% pa. (not compounded annually) by way of 10% NCRPS of Rs. 1/- each of the Company from the date of allotment till the date of conversion which will be subject to and contingent on the Company's performance…* *Such conversion Option shall be exercisable by the OCD holder at any time from the date of allotment of OCDs, by giving seven day is advance notice to Company in writing.* *If no notice of conversion is received by the Company from the OCD holder, the OCDs shall be redeemed on Redemption Date.*
Corporate Guarantee	*The OCD shall be secured by way of a corporate guarantee issued by a third party on such terms and conditions as may be determined in consultation between the Company and the holders of the CCD.*

It was in these circumstances that the CD executed a Corporate Guarantee dated 15.06.2023, in favour of the Applicant to secure repayment of the outstanding dues under the Debentures. A few relevant clauses of the Deed of Guarantee are extracted below for the ease of reference:

> *"5) In the event of any default on the part of the Borrower in payment/repayment of any of the monies in. respect of the Obligations, or in the event of any default on the part of the Borrower to comply with or perform any of the terms, conditions, and covenants contained in the Agreement, the Guarantor shall, upon demand, forthwith pay to the Beneficiary/Lender without any demur or protest or reference to the Borrower or anyone else and without the right of any setoff and/or deductions and/or adjustments of any kind whatsoever; all the amounts payable by the Borrower to the Lender under the Transaction Documents .....*
>
> *8) The Guarantor's liability hereunder shall be irrevocable, continuing, and joint and several with that of the Borrower*

…

13) The Guarantor hereby agree that without the concurrence of and without providing any notice to the Guarantor, the Borrower and the Lender shall be at liberty to vary, alter or modify the terms and conditions of the Transaction Documents and in particular to renew the Facilities, defer, postpone or revise the repayment of the Facilities and/0r payment of interest and other monies payable by the Borrower to the Lender on such terms and conditions as may be considered necessary by the Lender including any increase in the applicable rate of interest and/or commission. The Lender shall also be at the benefit of the Lender to secure the Facilities. The Guarantor agrees that its/their liability under this Deed shall in no manner be affected by any such variations, alterations, modifications, waiver; dispensation with, or release of Security, and no further consent of the Guarantor is required for giving effect to any. such variation, alteration, modification, waiver, dispensation with, or release of Security

…

20) To give effect to this Deed, the Beneficiary may act as though the Guarantor were the principal debtor to the Lender.

…

26) The liability of the Guarantor under this Deed shall not affected by: (a) any change in the constitution or winding up of the Barrower and/or Beneficiary and/0r Lender and/or Guarantor or any absorption, merger, demerger, or amalgamation of the

Borrower and/or Beneficiary and/or Lender and/or Guarantor with any other company, corporation, or concern; …"

Pertinently, the name of the CD was changed from Reliance Ornatus Enterprises and Ventures Private Limited to ROEVPL Ventures Private Limited on 30.11.2023.

Whilst matters stood thus, by an Order dated 14.12.2023, passed by this Hon'ble Tribunal in Company Petition (CAA) / 196 / MB-V / 2023 along with Company Application (CAA) / 120 / MB-V / 2023, AVEPL, being the issuer of the Debentures, along with 5 other companies was merged and amalgamated with RIPL. As per Clause 4.4 (a) of the Scheme of Amalgamation, the Debentures subscribed to, by the Applicant were deemed to be transferred from AVEPL to RIPL. Thus, the Applicant became the creditor of RIPL by Virtue of the order of merger.

Thereafter, the Debentures became due and payable on 30.06.2024. However, instead of redeeming the Debentures, RIPL approached the Applicant with a request to extend the date of redemption up to 31.07.2024. The Applicant agreed to the request made by RIPL as well. This fact is evidenced from the Resolution dated 27.06.2024 passed by the Board of Directors of RIPL, the Resolution dated 29.06.2024 passed at the extra-ordinary general meeting of RIPL and the Consent Letter dated 28.06.2024 issued by the Applicant.

Lastly, RIPL once again requested the Applicant to further extend the date of redemption to 30.09.2024 of the Debentures. The Applicant agreed to the request made by RIPL as well. This fact is evidenced from the Resolution dated 29.07.2024 passed by the Board of Directors of

RIPL, the Resolution dated 30.07.2024, passed at the extraordinary general meeting of RIPL and the Consent Letter dated 30.07.2024, issued by the Applicant.

In these circumstances, on 30.09.2024, RIPL was required to redeem the Debentures such that the Applicant shall receive the outstanding principal amount of the Debentures along with yield of 12% p.a. (not compounded annually) from the date of allotment till the date of redemption on the issue price of Rs.1,000/- per Debenture. The Applicant even addressed correspondence to both, RIPL as well the CD calling upon them to arrange monies to redeem the Debentures on the due date. However, despite receipt of such correspondence neither RIPL nor the CD have arranged payment of any monies to the Applicant. Since the liability of the CD as the Corporate Guarantor was joint and several with RIPL, the above Company Petition has been filed by the Applicant as more particularly set forth in the Company Petition.

Further, at the hearing held in the above Company Petition on 23.04.2025, the Hon'ble Tribunal directed the Applicant to file the present Affidavit and state the provisions of the Companies Act, 2013 which permit conversion of CCDs to OCDs and place the requisite documents evidencing that the prescribed procedure in this regard has been complied with by the Applicant.

In. this regard, the Financial Creditor seeks to rely upon the judgments passed by the Hon'ble NCLT, Delhi in *Savitur Infrastructure Private Limited v. Parivartan Buildcon Private Limited* and in *Aqua Electronics & Solutions Private Limited v. Legend Power Private Limited*. In both the

said judgments, the corporate debtors had initially issued CCDs which were subsequently converted into OCDs. Basis the said transactions and the OCDs, the petitions filed by the respective financial creditors were duly admitted and the CIRP was initiated in respect of the corporate debtors.

It is humbly submitted that there is no provision in the Companies Act, 2013 and the applicable rules/regulations which restrains a company and the debenture holders from mutually agreeing and novating the terms of the debentures issued by a company. In the present case, both the Applicant as well as RIPL deemed it commercially appropriate to convert the CCDs to OCDs in view of the impending merger/amalgamation of 5 companies with RIPL. The commercial decision taken by the Applicant and RIPL was very well recorded in the Board Resolutions passed by the Board of Directors and by the members in the extraordinary general meeting called in this regard. It is thus submitted that the course of action adopted by the Applicant and RIPL is very well permissible by the provisions of the applicable law.

It is further submitted that the subscription amounts towards debentures is regarded as ‘financial debt’ as defined under the IBC, 2016. The CD had guaranteed the payment of the amounts due under the Debentures. However, both RIPL as well as the CD failed and neglected to arrange payment of the same. Thus, admittedly, there is existence of debt and default and the same is corroborated by the averments made not only in the Company Petition but also the Affidavit in Reply filed by the CD.

b) 01.09.2025: Form D was submitted by the Applicant showing the date of default as 30.09.2024, default amount of Rs.1,33,88,18,082/-, and its status as “Deemed to be Authenticated”.

c) 01.10.2025: Audited Balance Sheet of AAA Vibgyor Entertainment Private Limited (AVEPL) for the financial year ending 31.03.2018 was placed on record as per the directions of this Tribunal dated 24.09.2025. It is the case of the Applicant that the subscription of CCD's by its predecessor from AVEPL was always intended to be a loan transaction. The instrument through which the funds were raised were referred to as CCDs only in name; the true intention of the parties was always that the said AVEPL raise funds from the predecessor-in-interest of the Applicant which would be repaid. After AVEPL was amalgamated into the principal borrower, the true intention of the parties was expressly recognized and the CD replaced the lapsed CCDs with OCDs in the facts and circumstances more particularly mentioned in our Additional Affidavit dated 19.06.2025. Thus, the present case is a clear case of a "financial debt" being owed by the CD to the Applicant.

6. SHORT NOTE OF SUBMUISSION (FC) dated 03.12.2025

6.1 The Applicant refers to the definition of "financial debt" set out in Section 5(8) of the IBC, specifically sub-clause (c). As per this provision, any amount raised pursuant to the issue of bonds, notes, debentures, loan stock, or any similar instrument is considered a financial debt.

6.2 Admittedly, in the present case, the original issuer, AVEPL (the predecessor of Reliance Infra Development Pvt. Ltd.), raised an amount of Rs.111 crores

from the original allottee, Edico Ventures Pvt. Ltd. Section 5(8)(i) also provides that the amount of any liability in respect of any guarantee for any of the items referred to in the preceding clauses is also a financial debt. Thus, the liability owed by the present CD, being a corporate guarantor who has secured the amount raised by the original issuer and its successor company on account of the debentures, is also a financial debt.

6.3 The 1st affidavit, dated 19.06.2025, filed by the Applicant, describes in paragraphs 6 to 8 how the failure to repay the principal amount led to a series of events where the parties renegotiated. It was decided that the successor company, Reliance Infra Development Pvt. Ltd., would not convert the debentures into equity but would re-issue fresh OCDs. Notably, in the interregnum, a part of the outstanding amount was recovered through the sale of certain shares that were secured towards the repayment of the debentures.

6.4 In the 2nd affidavit, filed on 01.10.2025, the Applicant has annexed the audited annual return of AVEPL for the financial year 2017-18, the year the debentures were originally issued (starting at page 5 of the affidavit). The balance sheet of the original issuing company, AVEPL, as of 31.03.2018, is on page 19 of this affidavit dated 01.10.2025. Note 4, which describes the long-term borrowings (found on page 24 of the affidavit), specifically describes the debentures issued to the original allottee as a "long term borrowing."

6.5 An overall conspectus of the facts at hand shows that it was always the intention of the parties that the funds raised by the original issuer, AVEPL, were in the nature of financial assistance or a loan. It was never the intention

of the parties that the original allottee, Edico Ventures Pvt. Ltd., or even the present Applicant, was interested in subscribing to the equity of the original issuer. This is clear from the financial statement of the issuing company, AVEPL, as of 31.03.2018. The transaction between the concerned parties, as it presently stands, clearly contemplates that the amount outstanding under the debentures is a financial debt.

6.6 It is an admitted position that the Applicant issued a redemption notice as also a demand notice seeking repayment of the outstanding amount. However, the issuer of the revised debentures, Reliance Infra Developers Pvt. Ltd., defaulted. Thus, it owes a financial debt to the Applicant. The CD, being a guarantor to this financial debt, is equally liable and is presently in default. Without prejudice to the above, the present petition is against a corporate guarantor whose liability is clearly monetary in nature. The Respondent issued a corporate guarantee on 13.06.2023 (at page 80 of the petition), in which it categorically stated in Clause 5 that in the event of any default by the borrower, the Respondent shall, upon demand, forthwith pay to the Petitioner the amounts outstanding without any demur, protest, or reference to the borrower. Thus, insofar as the present CD is concerned, there is no question of the Applicant being treated as a stakeholder or equity participant; the Applicant is clearly a financial creditor.

6.7 Lastly, it is clear from a perusal of the documents on record that the amount advanced to AVEPL was always an advance against the time value of money. The allottee, and thereafter the Applicant, always intended that the debentures shall be repaid along with a premium (or interest), which clearly represents the "time value of money". Thus, all the essential ingredients of

Section 5(8) of the IBC are met. In fact, even upon the eventuality of conversion of the debentures into preference shares, the transaction contemplated a premium being paid to the Applicant. Needless to say, however, that the conversion was subsequently made to be optional at the behest of the Applicant.

6.8 **In *Global Credit Capital Ltd. v. Sach Marketing Pvt. Ltd.* (**2024) 9 SCC 482, the Hon'ble Supreme Court has held that the nomenclature or phraseology of an agreement ought not to be looked at, but the true nature of the transaction ought to be deciphered (see paragraphs 20 to 22), in the present case, it is clear that the true nature of the transaction between the parties is that of a financial debt. In the present case, looking into the surrounding facts and circumstances, it is clear that the claim of the Petitioner against the Respondent, and also against AAA Vibgyor, is a "financial debt" as it was an amount raised against the time value of money. The mere fact that the debentures were originally described as "compulsorily convertible" would not take away from the true nature of the claim which is that the Petitioner remains entitled to payment. This true nature is further corroborated by the debenture certificates subsequently issued by Reliance Infra Development Pvt Ltd.

6.9 In ***Indian Renewable Energy v. Waaree Energies Ltd.*** Company Appeal (AT) (Ins) No. 1380 of 2024, the Hon'ble NCLAT reiterated the same principle. In that case, the claim of the financial creditor also arose from the issuance of "compulsorily convertible debentures". However, after examining the facts of the case, the Hon'ble NCLAT came to the inescapable conclusion that the amount was actually advanced as a

"financial debt" as the intention of the parties was always that the financial creditor would be repaid the amount along with a sum representing the "time value of money" (see paragraphs 9 to 17).

6.10 The main criteria for determining whether a financial debt exists in the present case is whether the parties intended for the amount to be raised towards debt or equity. It is self-evident that the issuers, including the original issuer AVEPL and the subsequent issuer Reliance Infra Developers Pvt. Ltd., both intended that the amount raised is debt and not equity. Furthermore, the present CD, having executed a corporate guarantee, has expressly undertaken to make good the loss occasioned by non-payment by the principal borrower/issuer of debentures and is thus clearly liable for a sum of money. The fact of disbursal is not in dispute. Thus, there is disbursal, debt, and default. For all of the above reasons, the present petition under Section 7 of the IBC ought to be admitted.

7. WRITTEN SUBMISSIONS (CD) dated 10.09.2025

7.1 The CD states that the corporate guarantee fated 15.06.2023 is not supported by any consideration flowing from the Applicant to the CD. As per Section 126 and 127 of the Indian Contract Act, 1872, absence of consideration renders such a guarantee unenforceable.

7.2 It is pertinent to note that the Petitioner has already exercised rights in respect of pledged securities, thereby recovering an amount of Rs. 66,05,20,000/-. However, no reconciliation or disclosure has been made as to how these recoveries have been adjusted while arriving at the present

alleged claim of Rs. 133,88,18,082/-, unless such reconciliation is undertaken, the alleged liability remains indeterminate and uncertain.

7.3 The underlying financial instruments were originally structured as zero-coupon CCDs, which were subsequently restructured into OCDs pursuant to commercial arrangements between the Petitioner and AVEPL. The Respondent had no direct role in such restructuring. The liability, if any, of the Respondent is at best contingent upon the altered terms of such debentures.

7.4 Further, pursuant to the order dated 14.12.2023 of this Hon'ble Tribunal approving the merger of AVEPL into Reliance Infra Development Pvt. Ltd. ("RIPL"), the debt structure and obligations stood novated and materially altered. Any alleged liability of the Respondent requires reassessment in light of such restructuring and novation.

7.5 The terms of conversion and redemption of the debentures are themselves conditional upon market performance, return on investment and valuation. Consequently, the alleged liability is purely contingent and uncrystallized in nature. Such contingent obligations cannot constitute a "financial debt" under Section 5(8) of the IBC.

7.6 It is submitted that the alleged corporate guarantee has not been validly invoked by the Petitioner. No invocation notice calling upon the Respondent to discharge its guarantee obligations has ever been served. In the absence of a valid invocation, initiation of proceedings under Section 7 is premature and impermissible.

7.7 The Respondent does not deny the broad commercial background of the transactions; however, it categorically denies that any clear or enforceable

liability has arisen against it in the manner or quantum as alleged. Any obligation, if at all, remains subject to reconciliation of recoveries, determination of net exposure, and fulfilment of agreed conditions precedent.

7.8 The Respondent is a going concern and has been cooperating with its creditors and stakeholders. The IBC process is a measure of last resort and cannot be invoked as a substitute for enforcement of commercial contracts or as a tool of debt recovery.

7.9 Without prejudice, it is further submitted that the alleged default cannot be said to have arisen as on the purported date, since the maturity of instruments was mutually extended up to 30.09.2024 and restructuring discussions were ongoing. Hence, the threshold requirement of a "default" under Section 3(12) of the IBC is not satisfied.

8. ANALYSIS AND FINDINGS

8.1 We have perused the documents as placed before us and heard both the Ld. Counsels for the Applicant and the CD.

8.2 The undisputed/admitted facts in this matter are:

a) On 15.03.2018, AVEPL issued 11,10,000 Zero Coupon CCDs of face value Rs.1,000/- each aggregating to Rs.1,11,00,00,000/-;

b) Edico Ventures Pvt. Ltd. subscribed to the said debentures;

c) The debentures carried an assured yield of 12% p.a.;

d) Securities by way of pledge of equity shares were created and partially enforced between 20.01.2023 and 02.06.2023, resulting in the recovery of Rs.66,05,20,000/-;

e) The debentures were restructured as OCDs with redemption finally fixed on 30.09.2024; and,

f) No payment was made by either the principal obligor or the CD despite repeated demands.

8.3 However, several issues remain disputed, namely:

a) The juridical nature of the debentures;

b) Enforceability of the corporate guarantee;

c) Alleged want of consideration;

d) Reconciliation of recoveries;

e) Crystallisation of liability; and,

f) Validity of invocation.

8.4 Section 5(8)(c) expressly includes within its fold any amount raised pursuant to the issue of debentures, while Section 5(8)(i) brings within its ambit any liability arising from a guarantee in respect thereof. The material on record clearly establishes that the funds were disbursed against an assured yield of 12% p.a., thereby satisfying the statutory requirement of disbursal against consideration for the time value of money. Thus, the principal objection of the CD that the debentures do not constitute a “financial debt” within the meaning of Section 5(8) of the IBC, 2016, on account of their original nomenclature as CCDs, is devoid of legal merit. Moreover, Page no. 24 of the Audited Balance Sheet of AAA Vibgyor Entertainment Private Limited (AVEPL) for the financial year ending 31.03.2018, placed before us by the Applicant *vide* Additional Affidavit dated 01.10.2025, records the said ‘Debentures’ under ‘Long Term Borrowings’ as under:

4. **Long Term Borrowings**

Long Term Borrowings	As at 31st March 2018	As at 31st March 2017
	₹	₹
Unsecured		
Debentures		
11,60,000 (Nil) Compulsorily Convertible Debentures (CCDs) of ₹ 1,000 each #	1,160,000,000	-
TOTAL	1,160,000,000	-

a) 11,10,000 Compulsory Convertible Debentures ("CCD") of ₹ 1,000 each, will be converted into 10% Non-Cumulative Redeemable Preference Shares (NCRPS) on 5th anniversary of the date of allotment (i.e. 15th March 2018) or any other period as may be mutually agreed. At the time of conversion, each CCD holder will be entitled to receive principal and a yield of 12% p.a. (not compounded annually) from the date of allotment till the date of conversion which will be subject to and contingent on the Company performance and also factors as independent valuer may deem necessary for arriving at the conversion price. The CCD holder shall have right to convert the CCD into NCRPS on mutually agreed terms, at any time after the date of allotment of CCD's, after giving 7 days notice and the said NCRPS shall be redeemed at the end of 6 months from the date of conversion.

b) 50,000 Compulsory Convertible Debentures ("CCD") of ₹ 1,000 each, will be converted into 10% Non-Cumulative Redeemable Preference Shares (NCRPS) on 5th anniversary of the date of allotment (i.e. 31st August, 2017) or any other period as may be mutually agreed. At the time of conversion, each CCD holder will be entitled to receive principal and a yield of 12% p.a. (not compounded annually) from the date of allotment till the date of conversion which will be subject to and contingent on the Company performance and also factors as independent valuer may deem necessary for arriving at the conversion price. The CCD holder shall have right to convert the CCD into NCRPS on mutually agreed terms, at any time after the date of allotment of CCD's, after giving 7 days notice and the said NCRPS shall be redeemed at the end of 6 months from the date of conversion.

8.5 The contention of the CD that the liability remained contingent or uncrystallised due to the presence of conversion features also fails to withstand scrutiny. The original conversion date of 30.03.2023 was consciously deferred by mutual agreement owing to the impending amalgamation, and the parties thereafter expressly novated the contractual terms by restructuring the instrument as OCDs with a fixed and determinable redemption obligation. The option to convert was vested solely with the Applicant, and in the absence of exercise thereof, redemption was mandatory. Merely because an instrument carries a conversion clause, it

does not cease to be a financial debt if the dominant intention of the parties was repayment of the amount with an assured return representing the time value of money. The CD's claim that the terms of conversion and redemption are conditional upon market performance, return on Investment, and valuation, as per the Private Placement Offer and therefore, the liability is contingent and uncrystallized is misconceived as on perusal of the documents placed on record, we have observed that the said condition was solely for the yield of 12% p.a. and not the principal amount. Page 37 of the Application containing the Terms of raising of securities under the Private Placement Offer dated 15.03.2018 records 'Yield' as:

> *"At the time of conversion, the CCD holder will receive principal and yield of 12% p.a. (not compounded annually) by way of 10% NCRPS of Rs 1/- each of the Company from the date of allotment till the date of conversion which will be subject to and contingent on the Company's performance, industry/market performance, risk factors, return on risk free investment and also factors as Independent valuer (appointed by mutual consent) may deem necessary for arriving at the conversion price."*

The same is stated in the 'Memorandum of Transfers of Share(s) Mentioned Overleaf' in the copy of the rematerialized Outstanding Debentures issued by RIPL in favour of the Applicant. The principal amount of Rs.44,94,80,000/-, as claimed in this Application, is beyond the threshold of Rs.1 Crore and undisputed by the CD. Thus, the plea of contingency is unsustainable.

8.6 The submission that the Corporate Guarantee dated 15.06.2023 is unenforceable for want of consideration betrays a fundamental misunderstanding of Sections 126 and 127 of the Indian Contract Act, 1872. Section 127 statutorily provides that anything done for the benefit of the principal debtor is sufficient consideration for the surety. In the present case, restructuring of the debentures, deferment of conversion, repeated extensions of redemption timelines and continued forbearance by the Applicant indisputably operated to the benefit of the principal obligor. Additionally, Clause 13 of the Deed of Guarantee contractually stipulates that any variation or modification of the transaction documents shall not affect the guarantor's liability. The liability of a guarantor is co-extensive with that of the principal borrower and is not discharged merely because the creditor has not proceeded against the principal debtor or because no direct consideration has flowed to the guarantor.

8.7 The contention of the CD that the Corporate Guarantee was not duly invoked is contradicted by the documentary evidence on record. Demand notices dated 14.10.2024 and 25.10.2024 on pages 153 and 154, respectively, of the Application were addressed to and received by the CD calling upon it to discharge its obligations under the guarantee. Clause 5 of the Deed of Guarantee obligates the guarantor, "*upon demand*", to forthwith pay the outstanding amounts without demur or reference to the borrower. It is well settled that no particular form of invocation is required unless contractually mandated. Once a demand is made upon the corporate guarantor and the guarantor commits default, an application under Section

7 of the IBC is maintainable, independent of any proceedings against the principal borrower.

8.8 The objection regarding the alleged non-reconciliation of amounts recovered through enforcement of pledged shares is equally untenable. The Applicant has placed on record a computation showing adjustment of Rs.66,05,20,000/- recovered against the principal amount, reducing it to Rs.44,94,80,000/-, and thereafter calculating the redemption value in accordance with the agreed yield. At the stage of admission under Section 7, this Tribunal is not required to conduct a detailed accounting exercise. In ***Innoventive Industries Ltd. v. ICICI Bank Ltd.***, [(Civil Appeal Nos. 8337-8338 of 2017) (2017) 8SCR 33], the Hon'ble Supreme Court discussed extensively the scope of the powers of the Adjudicating Authority under Section 7 of the IBC and has held that the same is limited to assessing the records provided by the financial creditor to satisfy itself that the default has occurred. The relevant portion of the said Judgment is reproduced below:

> *"28. When it comes to a financial creditor triggering the process, Section 7 becomes relevant. Under the explanation to Section 7(1), a default is in respect of a financial debt owed to any financial creditor of the corporate debtor – it need not be a debt owed to the applicant financial creditor. Under Section 7(2), an application is to be made under sub-section (1) in such form and manner as is prescribed, which takes us to the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016. Under Rule 4, the application is made by a financial creditor in Form 1 accompanied by*

documents and records required therein. Form 1 is a detailed form in 5 parts, which requires particulars of the applicant in Part I, particulars of the corporate debtor in Part II, particulars of the proposed interim resolution professional in part III, particulars of the financial debt in part IV and documents, records and evidence of default in part V. Under Rule 4(3), the applicant is to dispatch a copy of the application filed with the adjudicating authority by registered post or speed post to the registered office of the corporate debtor. The speed, within which the adjudicating authority is to ascertain the existence of a default from the records of the information utility or on the basis of evidence furnished by the financial creditor, is important. This it must do within 14 days of the receipt of the application. It is at the stage of Section 7(5), where the adjudicating authority is to be satisfied that a default has occurred, that the corporate debtor is entitled to point out that a default has not occurred in the sense that the "debt", which may also include a disputed claim, is not due. A debt may not be due if it is not payable in law or in fact. The moment the adjudicating authority is satisfied that a default has occurred, the application must be admitted unless it is incomplete, in which case it may give notice to the applicant to rectify the defect within 7 days of receipt of a notice from the adjudicating authority. Under sub-section (7), the adjudicating authority shall then communicate the order passed to the financial creditor and corporate debtor within

> *7 days of admission or rejection of such application, as the case may be.*
>
> *……*
>
> *30. 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."*

Thus, disputes as to precise quantification cannot defeat insolvency proceedings.

8.9 The submission that liability had not crystallised due to ongoing discussions and extensions also lacks substance. While the redemption date was extended by mutual consent up to 30.09.2024, no further extension is pleaded or proved thereafter. Upon expiry of the said date, the obligation to redeem became absolute and unconditional, and non-payment squarely constitutes "default" within the meaning of Section 3(12) of the IBC.

8.10 The argument that the amalgamation of AVEPL into Reliance Infradevelopment Pvt. Ltd. resulted in novation, extinguishing the guarantee, is contrary to the contractual framework and the approved

scheme. Clause 4.4(a) of the Scheme of Amalgamation sanctioned by this Tribunal on 14.12.2023 provides for automatic transfer of all liabilities to the transferee company, while Clause 26 of the Deed of Guarantee expressly stipulates that amalgamation or merger of the borrower shall not affect the guarantor's liability. The CD, having consciously undertaken such obligation, is estopped from contending otherwise.

8.11 In view of the foregoing, we are of the considered opinion that a financial debt exceeding the statutory threshold is due and payable by the CD as corporate guarantor, that default has occurred on 30.09.2024, and that the Application under Section 7 of the IBC, 2016 is complete in all respects.

8.12 The objections raised by the CD are devoid of merit and are accordingly rejected. The Applicant has conclusively established disbursal, subsistence of debt, and occurrence of default, warranting admission of the Application.

8.13 We make it clear that at this stage we have not crystallised the amount as claimed in this Application; the same is left to be collated by the IRP.

ORDER

In view of the aforesaid findings, this Application bearing C.P. (IB) No. 176/MB/2025 filed under Section 7 of IBC, 2016, by Creative Ashtech Engineering Projects Private Limited, the Applicant (FC) for initiating CIRP in respect of ROEVPL Ventures Private Limited, the CD, is **admitted.**

We further declare a moratorium under Section 14 of IBC, 2016 with consequential directions as mentioned below:

I. We prohibit:

a) the institution of suits or continuation of pending suits or proceedings against the Corporate Debtor, including the 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, and;

d) the recovery of any property by an owner or lessor where such property is occupied by or in possession of the Corporate Debtor.

II. That 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.

III. That the order of moratorium shall have effect from the date of this order till the completion of the CIRP or until this Tribunal approves the resolution plan under Section 31(1) of the IBC or passes an order for the liquidation of the Corporate Debtor under Section 33 thereof, as the case may be.

IV. That the public announcement of the CIRP shall be made immediately as specified under Section 13 of the IBC read with Regulation 6 of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 and other Rules and Regulations made thereunder.

V. That this Bench hereby appoints **NPV Insolvency Professionals Private Limited (*formerly known as Mantrah Insolvency Pvt. Ltd*.),** having

Registration No. as IBBI/IPE-0040/IPA-2/2022-23/50021, and **e-mail address ipe@npvca.in,** (perusal of the IBBI website reveals that the AFA of the proposed IRP is valid till **31.12.2026**) as the IRP to carry out the functions under the IBC.

VI. That the fee payable to IRP/RP shall be in accordance with such Regulations/Circulars/ Directions as may be issued by the IBBI.

VII. That 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 or Section 25, as the case may be, of the IBC. The officers and managers of the Corporate Debtor are directed to provide all assistance to the IRP as and when he takes charge of the assets and management of the Corporate Debtor. Coercive steps will follow against them under the provisions of the IBC read with Rule 11 of the NCLT Rules for any violation of law.

VIII. That the IRP/IP shall submit to this Tribunal monthly reports with regard to the progress of the CIRP in respect of the Corporate Debtor.

IX. In exercise of the powers under Rule 11 of the NCLT Rules, 2016, the Financial Creditor is directed to deposit a sum of Rs.3,00,000/- (Three Lakh Rupees) with the IRP to meet the initial CIRP cost arising out of issuing public notice and inviting claims, etc. The amount so deposited shall be interim finance and paid back to the Financial Creditor on priority upon the funds becoming available with IRP/RP from the Committee of Creditors (CoC). The expenses incurred by IRP out of this fund are subject to approval by the CoC.

X. A copy of this Order be sent to the Registrar of Companies, Maharashtra, Mumbai for updating the Master Data of the Corporate Debtor.

XI. The IRP is directed to issue notice of admission upon all the statutory authorities of the Corporate Debtor without fail.

XII. A copy of the Order shall also be forwarded to the IBBI for record and dissemination on their website.

XIII. The Registry is directed to immediately communicate this Order to the Financial Creditor, the Corporate Debtor and the IRP by way of Speed Post, e-mail and WhatsApp.

XIV. **Compliance report of the order by Designated Registrar is to be submitted today.**

Sd/-
SAMEER KAKAR
MEMBER (TECHNICAL)

Sd/-
NILESH SHARMA
MEMBER (JUDICIAL)

//AS//