



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

I.A. NO. 862 OF 2024
And
C.P. (IB) NO. 752 OF 2022

IN THE MATTER OF:
STATE BANK OF INDIA
THROUGH RESOLUTION PROFESSIONAL
MR. CHANCHAL DUA

...APPLICANT/FINANCIAL CREDITOR

VERSUS

SHRI KRISHNA DHINGRA

...RESPONDENT/GUARANTOR

Order Delivered on: 09.12.2024

CORAM:

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

DR. SANJEEV RANJAN,
HON'BLE MEMBER (TECHNICAL)

Appearances (through Video Conferencing/physical hearing)

For the Applicant : Adv. Shailey Shukla, Adv. Shalini.
For the RP : Mr. Amit Sanduja, Ms. Sakshi Singh, Mr. Tushar
Batra, along with RP- Mr. Chanchal Dua

ORDER

PER: MANNI SANKARIAH SHANMUGA SUNDARAM, MEMBER (JUDICIAL)

1. The present petition is filed under Section 95(1) of the Insolvency and Bankruptcy Code, 2016 by State Bank of India for initiation of Insolvency Resolution Process qua the Respondent/Personal Guarantor i.e., Shri Krishna Dhingra. This Adjudicating Authority vide order dated 20.12.2023



initiated Interim Moratorium under Section 96 of the Code and appointed Mr. Chanchal Dua, bearing registration no. IBBI/IPA-003/IPN0083/2017-18/10821 as the Resolution Professional to submit a report within 4 weeks as per Section 99 of the Code. In compliance of Order dated 20.12.2023, the Resolution Professional submitted a report under Section 99 of the Code through IA 862 of 2024.

FACTS OF THE CASE:

2. On 01.12.2009, the Financial Creditor sanctioned various credit facilities to the Corporate Debtor, M/s JMD Oils Pvt. Ltd. (In Liquidation). Thereafter, an Inter-se agreement was executed between Indian Overseas Bank, Dena Bank, Punjab National Bank, State Bank of India & Yes Bank Limited Wherein Indian Overseas Bank was chosen as the Lead Bank of the consortium named as “IOB Consortium”. All the members agreed to provide aggregate Working Capital Facilities of Rs. 534.93 Cr. to the Corporate Debtor, M/s JMD Oils Pvt. Ltd. and out of the total sum of Rs. 146 Cr. was provided by the State Bank of India. The said loan was secured by Joint Personal Guarantee of Sh. Gulshan Kumar Dhingra, Sh. Krishan Dhingra, Sh. Naresh Kumar Dhingra, Sh. Sanjay Dhingra, Smt. Seema Dhingra, Smt. Pinki Dhingra and Smt. Jamna Devi Dhingra.
3. The Working Capital Facilities granted to the Corporate Debtor by the State Bank of India as IOB Consortium Member were renewed and enhanced to Rs. 152 Cr. from Rs. 146 Cr. The said loan was secured by the Joint Personal Guarantee executed by Sh. Gulshan Kumar Dhingra, Sh. Krishan Dhingra, Sh. Naresh Kumar Dhingra, Smt. Seema Dhingra, Smt. Pinki Dhingra and Smt. Jamna Devi Dhingra in favour of State Bank of India.
4. Another inter-se agreement was executed and Union Bank of India was added in the IOB Consortium. All the consortium members agreed to provide Working Capital Facilities of Rs. 675.93 Cr. to the Corporate



Debtor. This loan was secured by the Joint Personal Guarantee executed by all the Personal Guarantors in favour of the IOB Consortium.

5. Another Inter-Se Agreement was executed and the Central Bank of India was added as Consortium Member whereas Yes Bank Ltd. left the IOB Consortium. All the Consortium Members agreed to provide Working Capital Facilities of 792.35 Cr to the Corporate Debtor M/S JMD Oils Pvt. Ltd. This loan was duly secured by the Joint Personal Guarantee of Sh. Gulshan Kumar Dhingra, Sh. KRISHAN DHINGRA, Sh. Naresh Kumar Dhingra, Smt. Seema Dhingra, Smt. Pinki Dhingra, Smt. Jamna Devi Dhingra as well as Smt. Palka Devi Dhingra on 28.09.2013.
6. Since the Account turned NPA therefore the State Bank of India issued a Demand Notice dated 24.09.2015 under Section 13(2) SARFAESI Act, 2002 to Corporate Debtor and all Personal Guarantors namely Sh. Gulshan Kumar Dhingra, Sh. Krishan Dhingra, Sh. Naresh Kumar Dhingra, Smt. Seema Dhingra, Smt. Pinki Dhingra, Smt. Jamna Devi Dhingra & Smt. Palka Devi Dhingra thereby invoking their Personal Guarantees and calling upon them to pay the amount of Rs. 168,28,76,628.66/- (inclusive of interest up to 20.09.2015) within the stipulated notice period. Separate Notices were also issued to Personal Guarantors namely Smt. Jamna Devi Dhingra, Sh. Krishan Dhingra, Smt. Seema Dhingra, with respect to their mortgaged properties.
7. Owing to the defaults, the Lead Bank filed an Original Application No. 206/2016 against the Corporate Debtor and all the Personal Guarantors and the Hon'ble Presiding Officer, DRT took cognizance of the said Original Application vide an Order dated 29.04.2016.
8. Section 7 IBC Petition registered as CP(IB) No. 373(PB)/2018 filed against the Corporate Debtor by the Lead Bank was allowed and CIRP was initiated against M/S JMD Oils Pvt. Ltd. vide order dated 11.12.2018. Subsequently, upon failure of CIRP, Liquidation order was passed against Corporate Debtor on 03.02.2021.



9. Show Cause Notices were also issued to the Corporate Debtor, Personal Guarantors including the Respondent-Personal Guarantor on 20-Sep-17 calling upon them to show cause as to why their names should not be included in the list of Willful Defaulters. The Respondent-Personal Guarantor wrote several letters in response thereof wherein and in one of those letters, the execution of Personal Guarantee was admitted.
10. Owing to the non-payment of outstanding dues, a Demand Notice in Format "Form B" of Insolvency and Bankruptcy (Application to Adjudicating Authority for Insolvency Resolution Process for Personal Guarantors to Corporate Debtors) Rules, 2019 was issued to the Respondent-Personal Guarantor on 09.07.2021 by State Bank of India demanding therein the total outstanding dues of Rs. 390,99,83,760.27/- due as on 30.06.2021 and the same was also replied to by the Personal Guarantor.
11. Since the Respondent/ Personal Guarantor failed to repay the outstanding debt within 14 days from the receipt of the demand notice to the Applicant Bank as per the provisions of the Code, therefore the present petition.
12. The Ld. Counsel appearing for the Personal Guarantor opposed the maintainability of the CP(IB)/752/ND/2022, raising the plea of limitation. To meet the argument, the Ld. Counsel appearing for the Bank i.e., State Bank of India submitted that in the wake of acknowledgement of the amount of debt by Principal Borrower in the balance sheets for the period ending 31.03.2016, 31.03.2017 and 31.03.2018, the period of limitation would start from the date of acknowledgement, thus with reference to the judgment of Hon'ble Supreme Court in cognizance of extension of limitation, in 2022(3)SCC117 the petition cannot be treated as barred by limitation.
13. The Respondent/Personal Guarantor in its reply submitted that Part-III of CP(IB) No. 752/ND/2022 and NeSL report to espouse that the dates of default mentioned in the Petition is 24.11.2015 and the same mentioned



in the Information Utility report is 30.11.2014, thus the applicant canvass that the balance sheets extended the period of limitation may not be allowed. By making reference to the financial statement/balance sheet, the Personal Guarantor also submitted that the board of directors' powers were suspended and thus Corum was not in existence for the purpose of signing the balance sheet as the Directors of the Corporate Debtor were not entitled to act upon the same.

14. We heard the Ld. Counsels for the parties and perused the report and the documents placed on record. To examine the various pleas raised on behalf of the parties, we made reference to the Additional documents on record. It is seen from Annexure A-3 enclosed with the application i.e., the Independent Auditors Report that in the balance sheets ending on 31.03.2016, the Principal Borrower i.e., JMD Oils Pvt. Ltd. had acknowledged its liability to repay the amount of debt to State Bank of India. The relevant extract of the balance sheet read thus:

		MOBILE: 9711005504	
Dena Bank Occ Account	742,964,072.57		
AXIS BANK LTD CC ACCOUNT(InttReversed)	211,919,615.08		
State Bank Of India Cc A/C	1,557,939,073.51		
Union Bank Of India OccGdham	76,465,397.54		
Central Bank Of India (Gdm)Cc	420,390,560.23		
Devolved Lcs With Dena Bank	480,951,000.00		
Bank Guarantee With Dena Bank	60,000,000.00		
Indian Overseas Bank. (Term Loan)	23,783,121.00		
Dena Bank	65,341,678.00		
	9,017,395,269.18		



15. In this regard, reference may also be made to the balance sheet/financial statement enclosed with the application. At Page 42 and 71 of the aforementioned annexures, to espouse that also in the balance sheets for the period ending on 31.03.2017 and 31.03.2018, the amount of debt was acknowledged.
16. Undoubtedly, the Principal Borrower acknowledged its liability to repay the amount of debt to the Applicant, in its balance sheets from time to time, without there being any break of more than three years. As can be seen from the ruling by the Hon'ble Supreme Court in its judgment dated 10.01.2022 delivered in cognizance for extension of limitation Suo Moto Petition (C) No. 3 of 2020 and Miscellaneous Application Nos. 21 of 2022, 665/2021 and 29/2022, in such cases where limitation could expire between 15.03.2020 to 28.02.2022, the parties had benefit of period of 90 days or the left-out period of limitation available to them, if the limitation expired during aforementioned period. In the present case, it is not in dispute that the present petition could be preferred in May, 2022, when with reference to acknowledgment of debt in the balance sheet for the period ending 31.03.2018, the period of limitation could have expired on 30.03.2022 i.e., during the period covered by aforementioned judgment, the applicant had the limitation period available till 31.05.2022. And the present application was preferred in May, 2022 only. Thus, the same is within limitation. The Para 5 of the judgment of the Hon'ble Supreme Court reads thus:

"5. Taking into consideration the arguments advanced by learned Counsel and the impact of the surge of the virus on public health and adversities faced by litigants in the prevailing conditions, we deem it appropriate to dispose of the M.A. No. 21 of 2022 with the following directions:

I. The order dated 23.03.2020 is restored and in continuation of the subsequent orders dated 08.03.2021, 27.04.2021 and 23.09.2021, it is directed that the period from 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.

II. Consequently, the balance period of limitation remaining as on 03.10.2021, if any, shall become available with effect from 01.03.2022.

III. In cases where the limitation would have expired during the period between 15.03.2020 till 28.02.2022, notwithstanding the actual balance period of limitation remaining, all persons shall have a limitation period of 90 days from 01.03.2022. In the event the actual balance period of limitation remaining, with effect from 01.03.2022 is greater than 90 days, that longer period shall apply. IV. It is further clarified that the period from 15.03.2020 till 28.02.2022 shall also stand excluded in computing the periods prescribed Under Sections 23(4) and 29A of the Arbitration and Conciliation Act, 1996, Section 12A of the Commercial Courts Act, 2015 and provisos (b) and (c) of Section 138 of the Negotiable Instruments Act, 1881 and any other laws, which prescribe period(s) of limitation for instituting proceedings, outer limits (within which the court or tribunal can condone delay) and termination of proceedings. In view of the above judgment of Hon'ble Supreme Court, petition titled in May 2022 it to be treated within limitation.”

17. Further, we find from the Guarantee Deed executed on 28.09.2013 that the liability of the Guarantor is continuing liability and is co-extensive with Principal Borrower for convenience, the Clause 8, 9 and 11 of the Deed of Guarantee are reproduced hereunder: -

“8. The Guarantee herein contained is a continuing one for all amounts advanced by the said Banks to the Borrower in respect of or under the above mentioned credit facilities as also of all interest, costs and other money which may from time to time become due and remain unpaid to the said Banks hereunder and shall not be determined or



in any way be affected by any account or accounts opened or to be opened by the said Banks becoming nor coming into credit at any time or from time to time or by reason of the said account or accounts being closed and fresh account or accounts being opened in respect of fresh facilities being granted within the overall limit sanctioned to the Borrower.

9. Notwithstanding the said Banks' rights under any security which the said Banks may have obtained or may obtain the Bank shall have fullest liberty to call upon the Guarantors to pay the principal sum not exceeding Rs. 792.35Crore (Rupees Seven Hundred Ninety two Crore& thirty five lakhs only) together with Interest as well as the costs (as between Advocate and Client) charges and expenses and/or other money for the time being due to the said Banks In respect of under the above mentioned credit facilities or any of them without requiring the said Banks to realize from the Borrower the amount due to the said Banks in respect of the above mentioned credit facilities and/or requiring the said Banks to enforce any remedies or securities available to the said Banks.

11. The Guarantee shall be irrevocable and enforceable against the Guarantors notwithstanding any dispute between the said Banks and the Borrower.”

18. The Certificate issued by NeSL mentions the date of default as 30.11.2014 and the same indicated in the application is as 24.11.2015, thus the cause of action for filing application for IRP could arise on said dates, but it is not the plea of the Applicant that the acknowledgement of debt in balance sheets give rise to a fresh cause of action. In **Civil Appeal No. 1650 of 2020, Dena Bank Vs. C. Shivakumar Reddy and Anr.**, the period of limitation would be reckoned from the date when the amount of debt is acknowledged by the Corporate Debtor.

127. Section 18 of the Limitation Act speaks of an Acknowledgment in writing of liability, signed by the party against whom such property



or right is claimed. Even if the writing containing the acknowledgment is undated, evidence might be given of the time when it was signed. The explanation clarifies that an acknowledgment may be sufficient even though it is accompanied by refusal to pay, deliver, perform or permit to enjoy or is coupled with claim to set off, or is addressed to a person other than a person entitled to the property or right. 'Signed' is to be construed to mean signed personally or by an authorized agent.

19. Also in **Civil Appeal No. 2085 of 2022, Axis Bank Ltd. vs. Naren Sheth & Anr.**, it could be viewed that the acknowledgment of debt extends the period of limitation. The para 5, 6, 10 and 20 of the Judgment reads thus:

"5. The arguments advanced on behalf of the appellant by Shri Sanjiv Sen, learned Senior Counsel are summarized as under:

- a) Respondent No. 2 admitted in its Section 7 petition that there was a delay of 1392 days. According to it, the Corporate Debtor was declared as NPA on 28.06.2013, with effect from 31.03.2013, as per the Balance Sheet. Accordingly, applications seeking condonation of delay were filed by State Bank of India. The period of limitation, which is three years, would thus expire on 31.03.2016.*
- b) As per the website of the Ministry of Corporate Affairs, the Corporate Debtor was shown as an inactive company since 2016 with the last date of the AGM being 26.09.2016.*
- c) Respondent No. 2 relied upon the Balance Sheet of the financial year ending 31.03.2015, in which the date was acknowledged by the Corporate Debtor and as such the limitation would run up to three years from the said date of the balance sheet, which would extend up to*



31.03.2018, and it was on this premise that Respondent No. 2 made an application stating that the actual delay was not 1392 days but 662 days.

d) Respondent No. 2, apart from declaring the Corporate Debtor as NPA on 28.06.2013, had further participated before the High Court of Bombay by moving applications objecting to the said proceedings, where it had failed. Section 7 petition was filed thereafter on 22.01.2020.

e) Before the NCLAT, the Respondent No. 2 further improved its case by referring to an OTS proposal dated 16.02.2019 as an acknowledgement of the debt. However, this was objected to on the ground that even if it is assumed that the Corporate Debtor acknowledged the debt as per the Balance Sheet of the financial year ending 31.03.2015, the period of limitation from the said date having expired on 31.03.2018, the OTS proposal dated 16.05.2019 would be beyond the period of limitation and, as such, would be of no assistance to the Respondent No. 2.

f) The Respondent No. 2, before this Court, filed documents which were not presented either before the National Company Law Tribunal 10 or the NCLAT, relating to two other OTS proposals dated 16.03.2017 and 01.01.2018. These documents were introduced for the first time by way of additional evidence before this Court. However, such documents as additional evidence should not be entertained nor were admissible before this Court in a Civil Appeal.

g) The Respondent No. 2, from time to time, had been improving its case, which is not permissible under law



and amounted to an abuse of process of law and the same needs to be deprecated.

h) The additional documents filed cannot be relied upon having been introduced at such a late stage and for the following reasons:

i. Veracity of documents unknown;

ii. Documents are inconsistent;

iii. No unequivocal acknowledgement by Corporate Debtor;

iv. No mention of quantum of debt;

v. No identification/ company seal of Corporate Debtor;

vi. No proper board resolution in support;

vii. Address of Corporate Debtor wrongly mentioned in the Board Resolution;

viii. No separate arrangement vis-à-vis Corporate Debtor was made;

ix. Debt is disputed by the Corporate Debtor; and

x. OTS was never accepted by State Bank of India itself.

6. Shri Sanjiv Sen, learned senior counsel, further placed reliance upon the following authorities for the propositions.

(i) Firstly, that Section 7 application was not maintainable for time-barred claims; (ii) Secondly, Section 14 of the Limitation Act is applicable only if the first forum lacks the jurisdiction to entertain the proceedings; and (iii) Lastly, acknowledgment has to be made before the expiry of the period of limitation as per Section 18 of the Limitation Act:

i. Jignesh Shah & Anr. vs. Union of India & Anr.,



- ii. *M/s Invent Asset Securitisation & Reconstruction Pvt. Limited vs. M/s Girnar Fibres Ltd.,*
- iii. *Invent Assets Securitization and Reconstruction Private Limited vs. Xylon Electrotechnic Private Limited*
- iv. *Vashdeo R. Bhojwani vs. Abhyudaya Co-Operative Bank Limited and Another,*
- v. *B.K. Educational Services Private Limited vs. Parag Gupta and Associates,*
- vi. *Babulal Vardharji Gurjar vs. Veer Gurjar Aluminium Industries Pvt. Limited & Anr.,*
- vii. *Ome Prakash Verma vs. Amit Jain & Anr.,*
- viii. *Insolvency Law Report March 2018,*
- ix. *Rajendra Narottamdas Sheth and Another vs. Chandra Prakash Jain and Another,*
- x. *Gopal Sardar vs. Karuna Sardar¹⁹, and*
- xi. *Serish Maji vs. Nishit Kumar Dolui.*
XX XX XX XX

10. Section 5 of the Limitation Act provides for an extension for the prescribed period in certain cases where sufficient cause for not preferring the appeal or where the application could not be made within the prescribed time. Section 5 reads as follows:

“5. Extension of prescribed period in certain cases.— Any appeal or any application, other than an application under any of the provisions of Order XXI of the Code of Civil Procedure, 1908 (5 of 1908), may be admitted after the prescribed period if the appellant or the applicant satisfies the court that he had sufficient cause for not preferring the appeal or making the application within such period.



Explanation.—The fact that the appellant or the applicant was misled by any order, practice or judgment of the High Court in ascertaining or computing the prescribed period may be sufficient cause within the meaning of this section.”

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20. Further, learned Senior counsel for the appellant also expressed doubt and apprehension about the correctness and genuineness of such acknowledgments but we are afraid to accept such a contention inasmuch as the same could be objected regarding its correctness by the Corporate Debtor and not by an unsecured creditor. It would be for the Adjudicating Authority to consider such a plea, if so raised by the Corporate Debtor.”

20. In view of the aforementioned, we find sufficient force in the plea raised on behalf of the State Bank of India i.e, Applicant in the present petition is within limitation.

21. In the report of NeSL, it has been specifically recorded that the Personal Gurantor is liable to repay the amount of debt of the Applicant and there is default in repayment of the same. The relevant extract of the report reproduced overleaf: -

Default Information	
Date of default	30-11-2014
Total Outstanding	43,61,65,378.00
Default amount	43,61,65,378.00
Days past due	2254

22. In IA-862 OF 2024, filed by the RP, specifically indicated that the amount of debt is payable by the Personal Guarantor to the State Bank of India, the amount is not repaid on demand and this default is committed on behalf of the Personal Guarantor. The relevant extract of the report of RP is reproduced hereunder: -



21. That the Applicant received a reply email dated 02.01.2024 from the Financial Creditor (State Bank of India), whereby the Record of default in the matter of M/s JMD Oils Pvt. Ltd. dated 25.05.2022 as available with the Information Utility, i.e., National E-Governance Services Limited ('NeSL') was provided. Copy of email dated 02.01'2024 and record of default dated 25.05.2022 recorded with NeSL sent by the Financial Creditor - State Bank of India are annexed herewith and marked as ANNEXURE A7 (COLLY).

23. It is seen from the report filed by the RP, specific recommendation has been made by him for admission of the petition filed by the State Bank of India under Section 95(1) of IBC, 2016. The Para 22 of the application is extracted below: -

"22. In view of the above, I, Chanchal Dua, the Resolution Professional appointed by this Adjudicating Authority, hereby confirm that I have perused/examined the Insolvency Application filed by the Financial Creditor-State Bank of India under Section 95 of the Code along with all the underlying documents and annexures and have formed the opinion to recommend the same for approval to this Adjudicating Authority, based on following grounds: -

- A. The Insolvency Application has been filed in the requisite form, Form C, in terms of Rule 7(2) of the Insolvency and Bankruptcy (Application to Adjudicating Authority for Insolvency Resolution Process for Personal Guarantors to Corporate Debtor) Rules, 2019, supported by requisite fee and documents.*
- B. The Insolvency Application satisfies the requirements set out in Section 95 of the Code.*
- C. The Personal Guarantor was duly served with demand notice dated 09.07.2021 by the Financial Creditor in terms of provisions of the Code prior to filing of the Insolvency Application, but the Personal Guarantor failed to repay the amount. Further, the*



Personal Guarantor has acknowledged the receipt of demand notice through his reply dated 21.07.2021.

- D. The undersigned has also sent a communication to the Personal Guarantor, vide e- mail dated 02.01.2024 and letter dated 02.01.2024, immediately on receipt of aforesaid order of this Hon'ble Adjudicating Authority dated 20.12.2023 (received on 02.01.2024), in terms of Section 99(2) of the Code, asking him to prove repayment of debt, claimed as unpaid by the Financial Creditor. The personal guarantor's reply dated 06.01.2024 was received by the undersigned on 09.01.2024, in which no payment details were provided by the Personal Guarantor.*
- E. The Insolvency Application does not relate to "excluded debts" as defined under Section 79(15) of the Code.*
- F. The Debtor, Personal Guarantor, is not eligible for fresh start under Chapter II of the Code.*

24. Based on the reasons recorded in the report submitted by the Resolution Professional, and after going through all the documents on record, this Adjudicating Authority hereby **allows IA-862/ND/2024** filed under Section 99 of the Code, 2016 and consequently the petition i.e., **IB-752/ND/2022**, filed under the provisions of Section 95 of IBC, 2016 is hereby **admitted** under Section 100 of the IBC, 2016. The Resolution Professional Mr. Chanchal Dua, was appointed under Section 96 vide order dated 20.12.2023. The Applicant i.e., State Bank of India is directed to deposit Rs. 2,00,000/- (Rupees Two Lakhs Only) to the bank account of the Resolution Professional within one week, this fee shall be subject to the rules and regulations made under the provisions of the Code.
25. The Insolvency Resolution Process is initiated against the Personal Guarantor namely Shri Krishna Dhingra and moratorium is declared, which shall commence from the date of admission of the Petition i.e. date of this Order and shall cease to have effect at the end of the period of 180



days, as provided under Section 101 of IBC, 2016. During the moratorium period;

- A) Any pending legal action or proceeding in respect of any debt shall be deemed to have been stayed; and
- B) The creditors of the debtor shall not initiate any legal action or proceedings in respect of any debt; and
- C) The debtor shall not transfer, alienate, encumber, or dispose of any of his assets or his legal rights or beneficial interest therein;
- D) The provisions of this section shall not apply to such transactions as may be notified by the Central Government in consultation with any financial sector regulator.

26. The Resolution Professional is directed to publish a public notice on behalf of the Adjudicating Authority within 7 days of uploading of this Order on the website of the NCLT Delhi, inviting claims from all Creditors, who shall register their claims as provided under Section 103 within 21 days of such notice. The notice shall contain the necessary information as provided under Section 102 (2) of IBC, 2016. The publication of notice shall be made in newspapers, one in English and other in Vernacular which have wide circulation in the State where the Personal Guarantor resides.

27. The Resolution Professional in exercise of the powers conferred under Section 104 of IBC, 2016, shall prepare a list of creditors within 30 days from the date of the notice. The debtor shall prepare a Repayment Plan in consultation with the Resolution Professional as provided under Section 105, which shall include the provisions for payment of fee to the Resolution Professional. The Resolution Professional shall submit the Repayment Plan along with his report on the plan to this Adjudicating Authority within a period of 21 days from the last date of submission of claims, as provided under Section 106 of IBC, 2016.

28. In case the Resolution Professional recommends that a meeting of the creditors is not required to be summoned, he shall record the reasons



thereof. If the Resolution Professional is of the opinion that the meeting of the creditors should be summoned, he shall specify the details as provided under Section 106(3). The date of meeting should not be less than 14 days or more than 28 days from the date of submission of the Report under Sub-section (1) of Section 106 of the IBC, 2016, for which at least 14 days' notice to the creditors [as per the list prepared] shall be issued by all modes. Such notice must contain the details as provided under the provisions of Section 107 of the IBC, 2016.

29. The meeting of the creditors shall be conducted in accordance with Sections 108, 109, 110 & 111 of the IBC, 2016. The Resolution Professional shall prepare a report of the meeting of the creditors on the Repayment Plan with all details as provided under Section 112 of the IBC, 2016 and submit the same to this Adjudicating Authority, copies of which shall be provided to the debtor and the creditors. It is made clear that the Resolution Professional shall perform his functions and duties in compliance with the Code of Conduct provided under Section 208 of the IBC, 2016.
30. **IA-862/2024 is disposed of** accordingly. To come up for consideration of status report to be filed by the RP within 8 weeks.

Sd/-
DR. SANJEEV RANJAN
MEMBER (TECHNICAL)

Sd/-
MANNI SANKARIAH SHANMUGA SUNDARAM
MEMBER (JUDICIAL)