

**IN THE NATIONAL COMPANY LAW TRIBUNAL
NEW DELHI (COURT NO. V)**

Company Petition No. IB-11/ND/2021

(Under Section 9 of the Insolvency and Bankruptcy Code, 2016 Read with Rule 6 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016

IN THE MATTER OF:

Skystep Trading Limited
Having one of its offices at
32, Kritis, Papachristoforou Building,
4th Floor, 3087, Limassol Cyprus.

...Applicant/Operational Creditor

VERSUS

Sanco Industries Limited
Having registered office at:
D-161, Surajmal Vihar, East Delhi,
New Delhi-110092

...Corporate Debtor

Order Delivered on: 29.07.2022

CORAM:

SHRI P.S.N. PRASAD, HON'BLE MEMBER (JUDICIAL)

SHRI RAHUL BHATNAGAR, HON'BLE MEMBER (TECHNICAL)

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For the Applicant: Mr. Preet Pal Singh, Adv.; Mr. Saurabh Sharma, Adv.; Ms. Tanupreet Kaur; Mr. Shivan Sachdeva

For the Respondent: Adv. Sagar Bhardwaj.

ORDER

Per- RAHUL BHATNAGAR, MEMBER (T)

1. The Present Application is filed on 16.10.2020 under section 9 of Insolvency and Bankruptcy Code, 2016 (for brevity 'IBC, 2016') read with Rule 6 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016 (for brevity 'the Rules') by Skystep Trading Limited, (for brevity 'Applicant') through its authorized representative Mrs. Oksana Spirou vide board resolution dated 28.07.2020 with a prayer to initiate the Corporate Insolvency process against Sanco Industries Limited (for brevity 'Corporate Debtor').
2. The Applicant is a supplier of chemicals worldwide.
3. Brief facts of the case are as follows:
 - a. The Corporate Debtor approached Operational Creditor for purchase of Polyvinyl Chloride (hereinafter referred to as the "said Goods") on credit.

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- b. The Operational Creditor and the Corporate Debtor entered into following sales contract for the supply of the said Goods detailing terms and conditions of purchase:
- i. Proforma Invoice/Sales contract bearing no. SAO/PVC/7626 dated 11.09.2018.
 - ii. Proforma Invoice/Sales contract bearing no. SAO/PVC/7800 dated 27.10.2018.
 - iii. Proforma Invoice/Sales contract bearing no. SAO/PVC/7977 dated 29.11.2018.
- c. Pursuant to the sales contract, the Operational Creditor issued various invoices to the Corporate Debtor and delivered the said Goods to the Corporate Debtor by way of following bill of lading:
- i. Bill of lading bearing no. MEDUCO304272 dated 30.10.2018.
 - ii. Bill of lading bearing no. HLCUNV21811003701 dated 07.11.2018.
 - iii. Bill of lading bearing no. HLCUNV2181102254 dated 11.11.2018.

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- iv. Bill of lading bearing no. HLCUNV2181102528 dated 19.11.2018.
- v. Bill of lading bearing no. HLCUNV2181102707 dated 25.11.2018.
- vi. Bill of lading bearing no. HLCUNV2181103129 dated 06.12.2018.
- vii. Bill of lading bearing no. MEDUCO350424 dated 22.12.2018.
- viii. Bill of lading bearing no. MEDUCO365463 dated 27.12.2018.
- ix. Bill of lading bearing no. MEDUCO372196 dated 05.01.2019.
- x. Bill of lading bearing no. MEDUCO372162 dated 11.01.2019.
- d. The Applicant submits that the corporate debtor despite accepting delivery of the said goods, failed to make payments against the following invoices:

S. No.	Commercial Invoice No.	Dated	Amount (USD)

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1.	2261	26.10.2018	45,540.00
2.	2289	02.11.2018	48,576.00
3.	2311	08.11.2018	49,680.00
4.	2328	16.11.2018	47,587.50
5.	2338	20.11.2018	45,936.00
6.	2346	26.11.2018	43,848.00
7.	2437	21.12.2018	48,400.00
8.	2449	28.12.2018	47,982.00
9.	2450	28.12.2018	39,600.00
10.	2472	08.01.2019	40,392.00
Total Invoice Amount (USD)			457,541.50

- e. The Applicant submits that inspite of admitting outstanding debt on number of occasions including vide its email dated 22.08.2019 whereby *inter-alia* corporate debtor sited poor market conditions and slow payment recovery as reasons for delay in payment and requested for a period of 90 days to clear the outstanding debt, the corporate debtor has failed to clear the outstanding amount till date.

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- f. The Applicant, through its advocates, issued a Demand Notice dated 18.04.2020 under section 8(1) of the Code through email, seeking payment of the Operational debt of USD 457,541.50 along with interest from the date of default till the date of realization. The operational Creditor has not received any reply to the demand notice from the Corporate Debtor till date.
4. The amount claimed to be in default is USD 457,541.50 which is equivalent to Rs. 3,35,75,950/- calculated at Exchange Rate of 1 USD = Rs. 73.3834 as on 01.10.2020.

The Operational debt as per the payment terms agreed under the invoices fell due within 90 days from the date of bill of lading. Hence, the debt for below listed invoices due and default occurred as follows:

S. no.	Invoice No.	Bill of lading	Due Date	Default Occurred
1.	2338 dated 20.11.2018	HLCUNV2181102 707 dated 25.11.2018	23.02.2019	24.02.2019

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2.	2346 dated 26.11.2018	HLCUNV2181103 129 dated 06.12.2018	06.03.2019	07.03.2019
3.	2437 dated 21.12.2018	MEDUCO350424 dated 22.12.2018	22.03.2019	23.03.2019
4.	2449 dated 28.12.2018	MEDUCO365463 dated 27.12.2018	27.03.2019	28.03.2019
5.	2450 dated 28.12.2018	MEDUCO372196 dated 05.01.2019	05.04.2019	06.04.2018
6.	2472 dated 08.01.2019	MEDUCO372162 dated 11.01.2019	11.04.2019	12.04.2019

The Operational debt as per the payment terms agreed under the invoices fell due within 120 days from the date of bill of lading. Hence, the debt for below listed invoice due and default occurred as follows:

S. No.	Invoice No.	Bill of Lading	Due Date	Default Occurred
1.	2261 dated	MEDUCO304272 dated 30.10.2018	27.02.2019	28.02.2019

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2.	2289 dated 02.11.2018	HLCUNV218110 03701 dated 07.11.2018	07.03.2019	08.03.2019
3.	2311 dated 08.11.2018	HLCUNV218110 2254 dated 11.11.2018	11.03.2019	12.03.2019
4.	2328 dated 16.11.2018	HLCUNV218110 2528 dated 19.11.2018	19.03.2019	20.03.2019

5. The Corporate Debtor in its reply dated 03.08.2021 has submitted that:

- i. There exists a pre-existing dispute regarding the quantity of goods supplied. It is stated that the applicant, actually, supplied less quantity of goods than the quantity claimed / invoiced and that the deficient quantity was immediately informed to the applicant vide email dated 19.1.2019 and raised the dispute. It is stated that the respondent had received 1932 bags from the applicant against the invoiced 2115 bags, which means the quantity was deficient by 4.5 metric Tons against the raised invoice, which the respondent immediately

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informed the applicant by email dated 19.01.2021. The said email was received, acknowledged and responded by the applicant vide email dated 21.1.2019 and 22.1.2019, to which the respondent again replied and raised the concern on 22.1.2019.

- ii. The corporate debtor did not receive any demand notice from the applicant as there was complete lockdown from 25.03.2020 to 31.05.2020 and the office of the corporate debtor was completely shut during that period.
- iii. The Applicant is a foreign entity however section 3(23) of the IBC Code includes only persons resident outside India and not the foreign companies or any other entity excluding the individual. Therefore, in view of section 3(23) of the IBC Code, applicant, a foreign company is not entitled to maintain a section 9, IBC application before this Hon'ble Tribunal.

6. The operational creditor in its rejoinder dated 05.10.2021 has submitted that:

- i. The Corporate Debtor has not filed complete e-mail conversation trail between the parties. Vide e-mail dated

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22.01.2019, Operational Creditor demanded from the Corporate Debtor an official report of quantity made by a surveyor during unloading which establish whether there was any shortage of goods supplied or is there any cargo missing to which the Corporate Debtor had failed to provide any report or third party inspection report. It is submitted that vide email dated 12.02.2019, the Corporate Debtor was provided the loading report, which certified that 52875 MT net weight of cargo was loaded in 2 containers and that the contents of the said email were never disputed by the Corporate Debtor in any subsequent correspondence between the parties, logical conclusion of which is that the Corporate Debtor agreed to the findings of the Operational Creditor.

ii. The Demand Notice was sent to the email address of the Corporate Debtor which was never bounced back.

7. The Operational Creditor in its Additional Affidavit dated 26.11.2021 has stated that:

i. A sum of USD 91,080.00 received by Operational Creditor from Corporate Debtor was towards the other Invoices being

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1677-SAO/PVC/7626/1-2183 and 1699-SAO/PVC/7626/2-2250.

- ii. During the course of business, corporate debtor owed a total debt of USD 548,621.50 to the Operational Creditor, against which corporate debtor made a payment of USD 91,080.00. Thus, leaving an outstanding Debt, due and payable to the operational Creditor to the tune of USD 4,57,541.50, as claimed in the present Petition.

8. The Corporate Debtor in its Additional Affidavit dated 29.11.2021 has stated that there was a running account between the Operational Creditor and corporate Debtor between the period December - 2018 till March 2019 and during the said, period following payments were made by the corporate Debtor to the Operational Creditor:

Date	Amount	Mode of Transfer
19.01.2019	4,61,798/-	Swift Transfer
28.02.2019	30,30,854/-	Swift Transfer
08.03.2019	34,04,935/-	Swift Transfer
Total	68,97,587/-	

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9. The date of default is from 24.02.2019 to 12.04.2019, the present application is filed on 16.10.2020. Hence the application is not time barred and filed within the period of limitation.
10. The registered office of corporate debtor is situated in Delhi and therefore this Tribunal has jurisdiction to entertain and try this application.
11. The present application is filed on the Performa prescribed under Rule 6(1) of the Insolvency and Bankruptcy Code, 2016 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016 r/w Section 9 of the code and is complete.
12. Considering the documents on records and submissions made, the corporate debtor has raised the contention regarding pre-existing dispute among the parties by relying on the email dated 19.01.2019 wherein the corporate debtor has raised dispute regarding quantity of the goods supplied. We observe that in the email dated 19.01.2019, the corporate debtor intimated the operational creditor about the less quantity supplied, accordingly, the operational creditor vide email dated 21.01.2019, had addressed the issue of the corporate debtor, pursuant to which, email corresponds were exchanged between the parties regarding the aforementioned dispute and on a perusal of the email trail, we find that the objection regarding the quantity were resolved between the parties. We further observe that the corporate debtor had not disputed the amount

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demanded by the operational creditor. Therefore, we find no force in the contention of the corporate debtor regarding the pre-existing dispute.

13. The Hon'ble Supreme Court in the case of "**Mobilox Innovative Private Limited vs. Kirusa Software Private Limited**" in civil appeal number 9405 of 2017 ([2017] ibclaw.in 01 SC) vide order dated 21.09.2017 has held that:

"Therefore, all the adjudicating authority is to see at this stage is whether there is a plausible contention which requires further investigation and that the "dispute" is not a patently feeble legal argument or an assertion of fact unsupported by evidence. It is important to separate the grain from the chaff and to reject a spurious defence which is mere bluster. However, in doing so, the court does not need to be satisfied that the defence is likely to succeed. The court does not at this stage examine the merits of the dispute except to the extent indicated above. So long as a dispute truly exists in fact and is not spurious, hypothetical or illusory, the adjudicating authority has to reject the application. In the present case the respondent has raised dispute with sufficient particulars. Besides the case records reveal that there was existence of dispute much prior to the issuance of notice under section 8 of the code. The claims of the dispute suggest the need of elaborate investigation. The moment there is existence of such a pre-existence dispute, the corporate debtor gets out of the clutches of the code."

14. Further, it is worthwhile to note that the applicant has stated that the corporate debtor had admitted its claim via email dated 22.08.2019. It has been specifically mentioned in the said email that the corporate debtor will clear the payment of the Operational Creditor within the next 90 days and make small

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payments on regular basis. It was further mentioned that the reason for delay in payment is the poor market conditions and slow payment recovery but the corporate debtor will close the payment of the operational creditor as soon as possible. Hence, despite the fact that, the corporate debtor has raised dispute prior to issue of the demand notice, in our view, the debt of more than Rs.1 Lakh, has become due to the applicant and there is a default on part of the corporate debtor, which in this case has been admitted. We are further strengthened by the law laid down by the Hon'ble Supreme Court in Civil Appeal No.9405/2017 in Mobilox Innovations Pvt Ltd V. Kirusa Software Pvt Ltd dated 21.09.2017 at paragraph 25 observed as under:

“Adjudicating authority, when examining an application under Section 9 of the Act will have to determine:

(i) Whether there is an “operational debt” as defined exceeding Rs.1 lakh? (See Section 4 of the Act)

(ii) Whether the documentary evidence furnished with the application shows that the aforesaid debt is due and payable and has not yet been paid? and

(iii) Whether there is existence of a dispute between the parties or the record of the pendency of a suit or arbitration proceeding filed before the receipt of the demand notice of the unpaid operational debt in relation to such dispute?

Apart from the above, the adjudicating authority must follow the mandate of Section 9, as outlined above, and in particular the mandate of Section 9(5) of the Act, and admit or reject the application, as the case may be, depending upon the factors mentioned in Section 9(5) of the Act.”

15. In view of the above discussion, application is admitted.

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16. The name of IRP has not been proposed in the application filed by the Operational Creditor. From the panel of Insolvency Professional(s) (IPs) valid for the period – July, 1, 2022 – December, 31, 2022 issued by IBBI panel in terms of Section 16(4), this Adjudicating Authority, hereby appoints Mr. Deepak Arora as IRP of the corporate debtor, having registration no. IBBI/IPA-003/IP-N00418/2022-2023/14120, whose email id is ipdeepakarora@gmail.com and phone no. is 9971436858, to act as Interim Resolution professional. He shall take such other and further steps as are required under the statute, more specifically in terms of Section 15, 17 and 18 of the Code and file his report within 30 days before this Bench.
17. The Operational Creditor, Skystep Trading Limited, shall deposit a sum of Rs. 2 lakhs to enable the IRP to meet the immediate expenses. The same shall be accounted for by the IRP and shall be reimbursed to the Applicant to be recovered as costs of the CIRP.
18. In pursuance of Section 13 (2) of the Code, we direct that public announcement shall be made by the Interim Resolution Professional, immediately (3 days as prescribed by Explanation to Regulation 6(1) of the IBBI Regulations, 2016) with regard to admission of this application under Section 9 of the Insolvency & Bankruptcy Code, 2016.

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19. We also declare moratorium in terms of Section 14 of the Code. The necessary consequences of imposing the moratorium flow 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.

20. It is hereby clarified that notwithstanding anything contained in any other law for the time being in force, a 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, shall not be suspended or terminated 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,

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registration, quota, concession, clearances or a similar grant or right during the moratorium period.

21. It is made clear that the provisions of moratorium shall not apply to transactions which might be notified by the Central Government and the supply of 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.
22. 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'. In case there is any violation committed by

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the ex-management or any tainted/illegal transaction by ex-directors or anyone else, the Interim Resolution Professional shall make appropriate application to this Tribunal with a prayer for passing an appropriate order. 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 his 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.

23. The office is directed to communicate a copy of the order to the Financial Creditor, the Corporate Debtor, the Interim Resolution Professional and the Registrar of Companies, NCT of Delhi, at the earliest possible but not later than seven days from today. The Registrar of Companies shall update its website by updating the status of 'Corporate Debtor' and specific mention regarding admission of this petition must be notified to the public at large.

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