METALYST FORGINGS LIMITED

(Formerly known as Ahmednagar Forgings Limited

Registered Office :
Gat No. 614, Village Kuruli Khed, Pune, Maharatra - 410501
Tel: +91-2135-252148 Fax: +91-2135-252105
E-mail: info@metalyst.co.in Web.: www.metalyst.co.in
CIN No.: L28910MH1977PLC019569

Ref No. : MFL/BSE/NSE/2017 **DATE : 21st December, 2017**

To

The BSE Limited **Floor 25, P.J. Towers** **Dalal Street** **Mumbai 400 001**	**The National Stock Exchange of India Limited** **Exchange Plaza Plot No. C/1, G Block** **Mumbai 400 051**
BSE Security Code : 513335	**NSE Trading Symbol: METALFORGE**
Attn.: Corporate Affairs	**Attn.: Corporate Affairs**

Sub : Intimation under Regulation 30 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015

Dear Sir/Madam

This is to inform you that the application filed by State Bank of India under section 7 of the Insolvency and Bankruptcy Code, 2016 ("IBC 2016") read with Rule 4 of Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016 before National Company Law Tribunal, Mumbai has been admitted by the Hon'ble Tribunal w.e.f. 15th December, 2017. The Company is now under Corporate Insolvency Resolution Process (CIRP) under the provision of IBC, 2016. (Copy of order of Hon'ble Tribunal is enclosed)

The Hon'ble NCLT, Mumbai has appointed Mr. Dinkar Tiruvannadapuram Venkatasubramanian as an Interim Resolution Professional ("IRP") for carrying out the CIRP of the Company.

The above may kindly be treated as disclosure pursuant to Regulation 30 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015

Thanking you.
Yours faithfully,

For METALYST FORGINGS LIMITED

(PAVAN KUMAR MISHRA)
COMPANY SECRETARY

IN THE NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH

CP. No. 1555/I&BP/2017

Under Section 7 of the I&B Code, 2016

In the matter of
State Bank of India
State Bank Bhavan,
Madame Cama Road, Nariman Point,
Mumbai – 400021
Maharashtra .... Petitioner

Vs.

Metalyst Forgings Ltd
Gate No.614, Village Kurulikhed,
Pune - 410501
Maharashtra ... Respondent

Order delivered on: 15.12.2017

Coram:

Hon'ble Mr. B.S.V. Prakash Kumar, Member (J)

Hon'ble Mr. V. Nallasenapathy, Member (T)

For the Petitioner: Mr. Amega Gokhale,
a/w Pulkitesh Dutt, Advocates
i/b Shardul Amarchand Mangaldas

For the Respondent: Mr. Ashish Pyasi, Advocate

Per V. Nallasenapathy, Member (T)

ORDER

1. State Bank of India (hereinafter called 'SBI') has sought the Corporate Insolvency Resolution Process of Metalyst Forgings Ltd. (hereinafter called the 'Corporate Debtor'), a manufacturer of Forged Automotive components with its Registered office at Pune, on the ground that the Corporate Debtor committed default on 30.6.2016 onwards in repayment of various facilities granted by SBI and its Associates Banks (now merged with SBI) to the extent of ₹330,16,30,170/- crores (INR Three hundred and



Thirty crores Sixteen lakhs thirty thousand one hundred and Seventy only), under Section 7 of Insolvency and Bankruptcy Code, 2016 (hereafter called the 'Code') read with Rule 4 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016. It was further stated that the total outstanding is of ₹794,10,78,642/- as on 3.10.2017.

2. The Counsel for the Corporate Debtor appeared and candidly stated that he is not opposing the Petition as instructed by his client.

3. The Petition reveals that State Bank of Bikaner and Jaipur sanctioned overall limit on 31.7.2012 to the extent of ₹100 crores and a Loan Agreement was executed by the Corporate Debtor and the said loan of ₹100 crores was disbursed to the Corporate Debtor. On 24.12.2012 State Bank of Patiala sanctioned an overall limit of ₹200 crores by entering into a Loan Agreement with the Corporate Debtor, wherein the said ₹200 crores was disbursed to the Corporate Debtor. On 26.2.1013, State Bank of Hyderabad sanctioned an overall limit of ₹100 crores by entering into a Loan Agreement, wherein the said loan of ₹100 crores was disbursed. On 20.11.2013 State Bank of India sanctioned an overall limit of ₹300 crores by entering into a Loan Agreement and a sum of ₹294.06 crores was disbursed.

4. The Petition discloses that the Corporate Debtor has executed Loan documents and security documents such as first ranking pari passu hypothecation charge over entire moveable fixed assets, second ranking pari passu hypothecation charge over current assets, stocks etc., irrevocable and unconditional guarantee by Mr. Arvind Dham, Agreement for pledge of shares dated 15.9.2015, first ranking pari passu mortgage charge created by Deposit of Title Deed by Corporate Debtor, for securing the above said loans sanctioned by State Bank of India and its erstwhile Associate Banks. The Petitioner enclosed the relevant loan agreements and guarantee agreements executed by the Corporate Debtor and the Guarantor. The Certificate of creation and modification of Charges were also enclosed.

5. The Petition reveals that in terms of RBI guidelines the Lender Banks classified this account as "Special mention account", consequently, the lender banks entered into Master Joint Lender Forum Agreement dated 10.7.2015. The Account of the Corporate Debtor was classified as non-performing asset on 27.7.2015.

6. The Petitioners state that corrective action plan was formulated in pursuance of Master Joint Lender Forum Agreement and the following Additional Loan Agreements were entered and loan disbursed:

(i) Agreement dated 15.9.2015 for ₹42 crore (State Bank of India)

(ii) Agreement dated 24.9.2015 for ₹12.5 crore, wherein ₹12.22 was disbursed. (State Bank of Hyderabad)

(iii) Agreement for loan for overall limit dated 29.9.2015 for ₹28 crore. (State Bank of Patiala)

(iv) Agreement for loan for overall limit dated 28.10.2015 for ₹6 crore wherein ₹2.98 was disbursed. (State Bank of Bikaner and Jaipur)

(v) Agreement for loan for overall limit dated 22.1.2016 for ₹11 crore. (State Bank of Mysore)

(vi) Working Capital Consortium Agreement dated 14.3.2016 for ₹75 crore. (State Bank of Mysore).

7. The total amount disbursed to the Respondent in the above six Loan Agreements along with the initial sanctioned amount in four loan accounts works out to an exposure of ₹865.26 crores.

8. The Petitioner says that pursuant to corrective action plan certain frame work were also entered into with the Respondent and its promoters wherein the Respondent and its Promoters agreed to infuse funds into the company by way of equity, however, they failed to do so.

9. The following is the details of dues in respect of various loan accounts and the date of default:

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Description of Loan	Disbursed Amount of Loan in INR	Date of commencement of default in repayment of Interest / Principal		Total default principal and interest amount as on 03.10.2017 in INR	Total outstanding closure amount as on 03.10.2017 in INR
SBI-TERM LOAN-II, A/C NO.35236588607 Amt ₹42.00 Crores	42,00,00,000.00	31.08.2016	30.06.2017	7,95,72,586.00	48,45,72,586.00
SBI-TERM LOAN-I, A/C. NO.33471406737 Amt ₹ 300.00 Crores	294,06,00,000.00	31.10.2016	31.01.2017	42,37,65,467.00	331,43,65,467.00
SBBJ-TERM LOAN-II, A/C. NO.61295517062 Amt ₹6.00 Crores	2,98,00,000.00	30.09.2016	30.06.2017	79,18,395.00	359,18,395.00
SBBJ-TERM LOAN-I, A/C. NO.61162486422 Amt.: ₹100.00 crores.	100,00,00,000.00	30.09.2016	01.02.2016	20,19,33,733.04	20,19,33,733.04
SBM-TERM LOAN-I, A/C. NO.64189856209 Amt. ₹11.00 Crores	11,00,00,000.00	30.09.2016	01.07.2017	1,96,03,450.00	12,79,53,450.00
SBoP-TERM LOAN-I, A/C. NO.65157470826 Amt. ₹200.00 Crores	200,00,00,000.00	31.12.2016	01.10.2016	1,03,96,53,866.69	174,77,43,736.00
SBoP-TERM LOAN-II, A/C. NO.65242462252 Amt ₹28.00 crores.	28,00,00,000.00	31.12.2016	-	5,35,02,942.31	33,33,36,539.00
SBH-TERM LOAN-I, A/C. NO.62272468455 Amt ₹100.00 crores.	100,00,00,000.00	30.06.2016	30.06.2017	56,22,56,116.00	66,52,56,116.00
SBH-TERM LOAN-II, A/C. NO.62437331627 Amt ₹12.50 Crores	12,22,00,000.00	30.06.2016	30.06.2016	2,45,76,857.00	14,11,51,857.00
SBM-CASH CREDIT A/C. NO.64158863982 Amt ₹75.00 Crores.	75,00,00,000.00	31.12.2016	31.12.2016	88,88,46,763.00	88,88,46,763.00
Total in INR				**330,16,30,176.04**	**794,10,78,642.04**
Total in INR CRS				**330.16**	**794.11**

10. On 3.10.2017 the Petitioner issued a notice of default addressing the Corporate Debtor to pay the amount in default/over dues aggregating to ₹330,16,30,170/-. The Corporate Debtor vide letter dated 20.9.2015; 5.10.2016 confirmed the balance due to the Petitioner. The Petitioner enclosed the Report of Central Repository of Information on Large Credits (CRILC) for quarter ending on 30.6.2017 in support of the borrowings by the Corporate Debtor and certificate under Section 2-A of Bankers Books

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Evidence Act, 1891, along with statement of account for all the 10 accounts in support of its claim.

11. On perusal of the documents filed by the Creditor and the submissions of the Counsel for the Corporate Debtor, it is evident that the Corporate Debtor defaulted in repaying the loan availed and also placed the name of the Insolvency Resolution Professional to act as Interim Resolution Professional. Having this Bench noticed that default has occurred and there being no disciplinary proceedings pending against the proposed resolution professional, the Application under sub-section (2) of section 7 is taken as complete, accordingly this Bench hereby admits this Application declaring Moratorium with the directions as mentioned below:

a. That this Bench hereby prohibits 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; transferring, encumbering, alienating or disposing of by the corporate debtor any of its assets or any legal right or beneficial interest therein; any action to foreclose, recover or enforce any security interest created by the corporate debtor in respect of its property including any action under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002; the recovery of any property by an owner or lessor where such property is occupied by or in the possession of the corporate debtor.

b. That the supply of essential goods or services to the corporate debtor, if continuing, shall not be terminated or suspended or interrupted during moratorium period.

c. That the provisions of sub-section (1) of Section 14 shall not apply to such transactions as may be notified by the Central Government in consultation with any financial sector regulator.

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d. That the order of moratorium shall have effect from 15.12.2017 till the completion of the corporate insolvency resolution process or until this Bench approves the resolution plan under sub-section (1) of section 31 or passes an order for liquidation of corporate debtor under section 33, as the case may be.

e. That the public announcement of the corporate insolvency resolution process shall be made immediately as specified under section 13 of the Code.

f. That this Bench hereby appoints, Mr. Dinkar Tiruvannadapuram Venkatasubramaniam, Ernst & Young LP, 3rd and 6th floor, Worldmark I, IGI Airport Hospitality District, Aerocity, New Delhi – 110037, having Registration No.IBBI/ IPA-001/IP-P00003/2016-17/10011, email ID dinkar.venkatasubramanian@in.ey.com and as interim resolution professional to carry the functions as mentioned under Insolvency & Bankruptcy Code.

10. Accordingly, this Petition is admitted.

11. The Registry is hereby directed to communicate a copy of this order to both parties.

Sd/-
V. NALLASENAPATHY
Member (Technical)

Sd/-
B. S.V. PRAKASHKUMAR
Member (Judicial)

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Certified True Copy
Copy Issued "free of cost"
On 20/12/2017

Deputy Director
National Company Law Tribunal, Mumbai Bench