VIDEOCON

11th June, 2018

To,

The Secretary Corporate Relations Department BSE Limited P. J. Towers, Dalal Street Mumbai – 400 001	The Secretary Corporate Relations Department The National Stock Exchange of India Ltd. Exchange Plaza, Bandra-Kurla Complex, Bandra East, Mumbai – 400 059

Dear Sir,

Sub: Intimation of the commencement of Corporate Insolvency Resolution Process (CIRP) and appointment of Interim Resolution Professional (IRP)

This is to inform you that Hon'ble National Company Law Tribunal, Mumbai Bench, Mumbai ("NCLT"), vide an order dated 6th June, 2018 has admitted the reference for initiation of Corporate Insolvency Resolution Process ("CIRP") in respect of Videocon Industries Limited (the "Company") under Section 7 of the Insolvency and Bankruptcy Code, 2016 ("IBC").

By the said Order dated 6th June, 2018, Mr. Anuj Jain (IP Registration No. IBBI/IPA-001/IP-P00142/2017-18/10306) has been appointed as an Interim Resolution Professional ("IRP") under the provisions of IBC.

The Company is now under Insolvency Resolution Process under the provisions of IBC. As per section 17 of the IBC, the powers of the Board of Directors of the Company stand suspended and as such the powers shall be vested with and exercised by Mr. Anuj Jain, an Interim Resolution Professional ("IRP") appointed under the provisions of IBC.

It may further be noted that, pursuant to the order passed by the NCLT dated 6th June, 2018, a moratorium has been declared under Section 14 of the IBC.

VIDEOCON

We are enclosing herewith a copy of the order passed by Hon'ble National Company Law Tribunal, Mumbai Bench, Mumbai and a copy of public announcement made under Regulation 6 of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 for your information and record.

Thanking you,

Yours truly,

For VIDEOCON INDUSTRIES LIMITED
(A Company under Corporate Insolvency Resolution Process by NCLT order dated 6th June, 2018)

MANDAR C. JOSHI
COMPANY SECRETARY

Encl: As above

In the National Company Law Tribunal
Mumbai Bench.

CP (IB)-02 (MB)/2018

Under Section 7 of Insolvency & Bankruptcy Code, 2016

In the matter of

State Bank of India : Petitioner / Financial Creditor

V/s

Videocon Industries Limited : Respondent / Corporate Debtor

Heard on : 18.05.2018
Order delivered on: 06.06.2018

Coram:

Hon'ble Shri M.K. Shrawat, Member (Judicial)

For the Petitioner(s): :
1. Mr. Janak Dwarkadas, Sr. Counsel,
2. Mr. Mustafa Doctor, Sr. Counsel,
3. Mr. Animesh Bisht, Advocate
4. Mr. Anush Mathkar,
5. Mr. Dhananjay Kumar,
6. Mr. Abhishek Makhija, Adv.
7. Ms. Saloni Kapadia,
8. Ms. Surbhi Pareekh, i/b. Cyril Amarchand Mangaldas.

For the Respondent(s): :
1. Mr. Zal Andhyarujina, Counsel, a/w
2. Mr. Sandeep Ladda, a/w
3. Mr. Punit Damodar, a/w
4. Ms. Nikita Vardhan, a/w
5. Ms. Akanksha Agarwal,
6. Mr. Nikhil Upadhyay, i/b Kanga & Co.

Per M.K. Shrawat, Member (Judicial).

ORDER

1. A Petition has been filed on 01st January 2018 by State Bank of India in the capacity of "Financial Creditor" by invoking the provisions of Section 7 of the Insolvency & Bankruptcy Code, 2016 (The Code), a Public Sector Bank incorporated on 01st July, 1955 pursuant to the enactment of State Bank of India Act, 1955, against the Corporate Debtor viz. **Videocon Industries Limited, (VIL)** having its address in district Aurangabad, Maharashtra, India, hence within the territorial jurisdiction of NCLT, Mumbai Bench.

2. The 'Corporate Debtor' is part of the Videocon Group having business of manufacturing, assembling, marketing and distribution of Consumer Electronics and Home Appliances. It is informed that the Subsidiaries of the Group are also in the business of Oil and Gas. Videocon Group was founded in the year 1984 by Late Shri Nandlal Madhavrao Dhoot. Stating the background of the Group, it is informed that the Company had started business from Marathwada Region and presently expanded across India and in other countries as well. Earlier Videocon Group was in the business of manufacturing of Television but later on diversified the business in Telecom, Oil and Gas etc. The Group is a **Listed Company on National Stock Exchange as well as Bombay Stock Exchange.** The Promotors are holding about 62.37% shareholding.

3. It is informed that for the purpose of diversification of the business, the Videocon Group had availed several financial Facilities from various Banks. A 'Consortium' of Bankers have granted Loan facilities constituting several Banks wherein SBI is a Lead Bank. The Joint Lenders Forum (JLF) rendered several types of 'Financial Debt' facilities to the Petitioner.

4. The details of various kinds of '**Financial Debts**' as enumerated in Part-IV of the requisite Form, depicting the Bank-wise Loans granted, are as under :-

"Part IV

PARTICULARS OF FINANCIAL DEBT		
1.	*TOTAL AMOUNT OF DEBT GRANTED* *DATE(S) OF DISBURSEMENT*	*The details of debt granted by the Financial Creditor to the Corporate Debtor (i.e. Videocon Industries Limited) under the Rupee Term Loan Agreement dated August 08, 2012 ("**RTL Agreement**") and Fourth Supplemental Working Capital Consortium Agreement dated May 25, 2012 ("**Working Capital Facility Agreement**") are as follows:* *By SBI:* *Fund based facilities* *1) Rupee term loan to the tune of Rs. 2072 Crores (Rupees Two Thousand Seventy Two Crores Only) ("**SBI RTL**"), as set out in Schedule I to the RTL Agreement.* *2) Further, a working capital term loan to the limit of Rs. 460 Crores (Rupees Four Hundred and Sixty Crores Only) ("**SBI Working Capital Facility**") was made available to the Corporate Debtor comprising of fund based facility to the tune of Rs. 162.50 crores (Rupees One Hundred and Sixty Two Crores and Fifty Lakhs Only) and non-fund based facilities being letter of credit facility of Rs. 287.50 (Rupees Two Hundred and Eight Seven Crores and Fifty Lakhs Only) crores and bank guarantee facility*

		of Rs. 10 crores (Rupees Ten Crores Only) as specified in Schedule I to the Working Capital Facility Agreement and forward contracts/ derivatives facility of Rs. 60 Crores (Rupees Sixty Crores Only). *(The above mentioned facilities granted to the Corporate Debtor by SBI are collectively referred to as the "SBI Facilities")* *Total debt granted to the Corporate Debtor under the SBI Facilities: Rs. 2532 Crores (Rupees Two Thousand Five Hundred and Thirty Two Crores Only)* *By SBH:* *Fund based facilities* *1) Rupee term loan to the tune of Rs. 300 Crores (Rupees Three Hundred Crores Only) ("SBH RTL"), as set out in Schedule I to the RTL Agreement.* *2) Further, a working capital term loan to the limit of Rs. 83 Crores (Rupees Eighty Three Crores Only) ("**SBH Working Capital Facility**") was made available to the Corporate Debtor comprising of fund based facility to the tune of Rs. 29.25 Crores (Rupees Twenty Nine Crores and Twenty Five Lakhs Only) and non-fund based facilities being letter of credit facility of Rs. 51.75 crores (Rupees Fifty One Crores and Seventy Five Lakhs Only) and bank guarantee facility of Rs. 2 crores (Rupees Two Crores Only) as specified in Schedule I to the Working Capital Facility Agreement.* *(The above mentioned facilities granted to the Corporate Debtor by SBH are collectively referred to as the "**SBH Facilities**"* *Total debt granted to the Corporate Debtor under the SBH Facilities: **Rs. 383 Crores** (Rupees Three Hundred and Eighty Three Crores Only)* *By SBM:* *Fund based facilities* *1) Rupee term loan to the tune of Rs. 250 Crores (Rupees Two Hundred Fifty Crores Only) ("**SBM RTL**"), as set out in Schedule I to the RTL Agreement.* *2) Further, a working capital term loan to the limit of Rs. 92 Crores (Rupees Ninety Two Crores Only) ("**SBM Working Capital Facility**") was made available to the Corporate Debtor comprising of fund based facility to the tune of Rs. 32.50 Crores (Rupees Thirty Two Crores and Fifty Lakhs Only) and non-fund based facilities being letter of credit facility of Rs. 57.50 crores (Rupees Fifty Seven Crores and Fifty Lakhs Only) and bank guarantee facility of Rs. 2 crores (Rupees Two Crores Only) as*

		specified in Schedule I to the Working Capital Facility Agreement. *(The above mentioned facilities granted to the Corporate Debtor by SBM are collectively referred to as the "**SBM Facilities**")* *Total debt granted to the Corporate Debtor under the SBM Facilities: **Rs. 342 Crores** (Rupees Three Hundred and Forty Two Crores Only)* *By SBT:* *Fund based facility* *1) Rupee term loan to the tune of Rs. 200 Crores (Rupees Two Hundred Crores Only) ("**SBT RTL**"), as set out in Schedule I to the RTL Agreement.* *(The above mentioned facility granted to the Corporate Debtor by SBT is referred to as the "**SBT Facility**")* *By SBBJ:* *Fund based facility* *1) Rupee term loan to the tune of Rs. 100 Crores (Rupees One Hundred Crores Only) ("SBBJ RTL"), as set out in Schedule I to the RTL Agreement.* *(The above mentioned facility granted to the Corporate Debtor by SBBJ is referred to as the "SBBJ Facility")* *By SBP:* *Fund based facilities* *1) Rupee term loan to the tune of Rs. 50 Crores (Rupees Fifty Crores Only) ("**SBP RTL**"), as set out in Schedule I to the RTL Agreement.* *2) Further, a working capital term loan to the limit of Rs. 85 Crores (Rupees Eighty Five Crores Only) ("**SBP Working Capital Facility**") was made available to the Corporate Debtor comprising of fund based facility to the tune of Rs. 31 Crores (Rupees Thirty One Crores Only) and non-fund based facilities being letter of credit facility of Rs. 52 crores (Rupees Fifty Two Crores Only) and bank guarantee facility of Rs. 2 crores (Rupees Two Crores Only) as specified in Schedule I to the Working Capital Facility Agreement.* *(The above mentioned facilities granted to the Corporate Debtor by SBP are collectively referred to as the "**SBP Facilities**")* *Total debt granted to the Corporate Debtor under the SBP Facilities: **Rs. 135 Crores** (Rupees one Hundred and Thirty Five Crores Only)* *(The SBI Facilities, SBH Facilities, SBM Facilities, SBT Facilities, SBBJ Facilities and SBP Facilities, are collectively referred to as the "**Facilities**")*

		*The total amount of debt granted by the Financial Creditor to the Corporate Debtor by way of the Facilities is **Rs. 3747.85 Crores** (Rupees Three Thousand Seven Hundred and Forty Seven Crores and Eighty Five Lakhs Only) and the total debt outstanding as on December 27, 2017 is **Rs. 3961.56 Crores** (Rupees Three Thousand Nine Hundred and Sixty One Crores and Fifty Six Lakhs Only).*

4.1 The Petition contains the summary of the Financial Facilities availed by the Corporate Debtor, stated therein the Debt disbursed, Date of Disbursement under various facilities as under :-

Details of Total Amount of Debt granted and Dates of Disbursements under Facilities

S. No.	Facility	Disbursed amount (in Crores)	O/s as on 27.12.2017 (in crores)	Date of Disbursement	Comments
			SBI Facilities		
1	SBI RTL facility	2072.00	Principal : 1947.58 Interest : 259.77 Total : 2207.35	22.11.2012	1st disbursement was done on 22.11.2012 and remaining amount in multiple tranches
2	SBI WCTL facility – Cash Credit-I	161.50	Principal : 315.04 Interest : 35.23 Total : 350.27	31.07.1995	Facilities were renewed on 04.01.2017
3	SBI WCTL facility – Cash Credit-II	1.00	Principal : 0.98 Interest : 0.10 Total : 1.08	31.07.1995	Facilities were renewed on 04.01.2017
4	SBI WCTL facility – LC Facility	287.50	239.58	31.07.1995	Facilities were renewed on 04.01.2017
5	SBI WCTL facility – BG Facility	10.00	11.56	31.07.1995	Facilities were renewed on 04.01.2017 Balance above BG limit are against 100% cash margin.
6	SBI WCTL facility – CEL Facility	60.00	2.23	31.07.1995	Facilities were renewed on 04.01.2017 Balance above BG limit are against 100% cash margin.
	Total	2592.00	2812.07		
			SBBJ Facility		
1	SBBJ RTL facility	100.00	Principal : 93.99 Interest : 13.82 Total : 107.81	28.09 2012	
	Total	100.00	1007.81		
			SBH Facilities		
1	SBH RTL facility	200.00 100.00	Principal : 281.63 Interest : 40.87 Total : 322.50	16.11. 2012 15.05. 2013	
2	SBH WCTL facility – Cash Credit Facility	29.52	Principal : 54.26 Interest : 7.60 Total : 61.86	01.10. 1990	Facilities were renewed on 14.12.2015
3.	SBH WCTL facility – LC Facility	51.75		01.10. 1990	Facilities were renewed on 14.12.2015
4.	SBH WCTL facility – bG Facility	2.00		01.10. 1990	Facilities were renewed on 14.12.2015
	Total	383.00	384.36		

	SBM Facilities				
1.	*SBM RTL Facility*	*210.00* *31.45* *8.55*	*Principal : 234.48* *Interest : 31.53* *Total : 266.01*	*28.09. 2012* *11.10. 2013* *25.10. 2013*	
2	*SBM WCTL facility – Cash Credit Facility*	*32.50*	*Principal : 58.08* *Interest : 6.75* *Total : 64.83*	*31.07.2015*	*Facilities were renewed on 31.12.2015*
3	*SBM WCTL facility – LC Facility*	*57.50*		*31.07.2005*	*Facilities were renewed on 31.12.2015*
4	*SBM WCTL facility – BG Facility*	*2.00*		*31.07.2005*	*Facilities were renewed on 31.12.2015*
	Total	***342.00***	***330.84***		
	SBP Facilities				
1	*SBP RTL Facility*	*16.09* *2.45* *27.31*	*Principal : 42.86* *Interest : 5.80* *Total : 48.66*	*19.12.2012* *20.12.2012* *20.12.2013*	
2	*SBP WCTL facility – Cash Credit Facility*	*31.00*	*Principal : 57.07* *Interest : 7.09* *Total : 64.16*	*24.11.2005*	*Facilities were renewed on 20.01.2016*
3	*SBP WCTL facility – LC Facility*	*52.00*		*24.11.2005*	*Facilities were renewed on 20.01.2016*
4	*SBP WCTL facility – BG Facility*	*2.00*		*24.11.2005*	*Facilities were renewed on 20.01.2016*
	Total	*130.85*	***112.82***		
	SBT Facility				
1	*SBT RTL Facility*	*200.00*	*Principal : 188.12* *Interest : 25.54* *Total : 213.66*	*20.09.2012*	
	Total	*200.00*	*213.66*		
	Grand total (SBI and Associate Bank Facilities)	*3747.85*	*3961.56*		

4.2 Further informed that the 'Corporate Debtor' had issued following Corporate Guarantees:-

		In addition to the aforesaid, the Corporate Debtor has issued the following corporate guarantees: *1) Corporate guarantee dated March 30, 2017 in relation to obligations of Videocon Oil Ventures Limited, in favour of SBICAP Trustee Company Limited (the security trustee) on behalf of inter alia as amended by SBI Supplementary Deed dated April 13, 2017; and* *2) Corporate guarantee dated December 18, 2007 in relation to obligations of Videocon Telecommunications Limited (formerly known as Datacom Solutions Private Limited), in favour of SBI.* *Further, the Corporate Debtor has, pursuant to a Confirmation Agreement dated June 20, 2016 ("**Confirmation Agreement**"), become a party to a Rupee term loan agreement dated August 8, 2012 ("**VTL Agreement**") as a co-obligor and assumed all obligations of the obligors therein towards the Videocon Group Lenders (as defined therein), which include SBI, SBM, SBBJ and SBP.*

		A. The exposures of SBI, SBM, SBBJ and SBP under the VTL Agreement are as follows: ***SBI*** *1. Bank guarantees up to a limit of Rs. 882 crore ("**SBI VTL BG**");* *2. Rupee term loans to the tune of Rs. 1,400 crore ("**SBI VTL RTL**");* *3. Letter of Credit facilities up to a limit of Rs. 840 crore ("**SBI VTL LC**").* ***SBBJ*** *4. Rupee term loans to the tune of Rs. 100 crore ("**SBBJ VTL RTL**");* ***SBM*** *1. Rupee term loans to the tune of Rs. 100 crore ("**SBM VTL RTL**");* *2. Letter of Credit facilities up to a limit of Rs. 50 crore ("**SBM VTL LC**")* *in each case, as set out in Schedule 1 to the Rupee Facility Agreement dated May 31, 2010 as amended from time to time.*

4.3 Amount claimed to be in 'Default' and the date of default is described as under:-

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2.	*AMOUNT CLAIMED TO BE IN DEFAULT AND THE DATE ON WHICH THE DEFAULT OCCURRED (ATTACH THE WORKINGS FOR COMPUTATION OF AMOUNT AND DAYS OF DEFAULT IN TABULAR FORM)*	*Amounts under default and dates of default under the SBI Facilities:* *1) The amount in default under the SBI RTL facility as on December 27, 2017 is Rs. 298.63 crores (Rupees Two Hundred and Ninety Eight Crores and Sixty Three Lakhs Only), out of which the total principal amount defaulted as on December 27, 2017 is Rs. 38.85 Crores (Rupees Thirty Eight Crores and Eighty Five Only). The first date of default under this facility was May 01, 2016.* *2) The amount in default under the SBI Working Capital Facility facility (sic) as on December 27, 2017 is Rs. 44.12 crores (Rupees Forty Four Crores and Twelve Lakhs Only), out of which the total principal amount defaulted as on December 27, 2017 is Rs. 8.79 crores (Rupees Eight Crores and Seventy Nine Lakhs Only). The first date of default under this facility was May 01, 2017.* *Amounts and dates of default under the SBH Facilities:* *1) The amount in default under the SBH RTL facility as on December 27, 2017 is Rs. 46.50 crores (Rupees Forty Six Crores and Fifty Lakhs Only) out of which the total principal amount defaulted as on December 27, 2017 is Rs. 5.63*

		crores (Rupees Fife (sic) Crores and Sixty Three Lakhs Only). The first date of default under this facility was May 01, 2016. *2) The amount in default under the SBH Working Capital Facility facility (sic) as on December 27, 2017 is Rs. 7.60 Crores (Rupees Seven Crores and Sixty Lakhs Only). The first date of default under this facility was May 01, 2017.* *Amounts and dates of default under the SBM Facilities:* *1) The amount in default under the SBM RTL facility as on December 27, 2017 is Rs. 36.22 Crores (Rupees Thirty Six Crores and Twenty Two Lakhs Only) out of which the total principal amount defaulted as on December 27, 2017 is Rs. 4.69 Crores (Rupees Four Crores and Sixty Nine Lakhs Only). The first date of default under this facility was May 01, 2016.* *2) The amount in default under the SBM Working Capital Facility facility (sic) as on December 27, 2017 is Rs. 6.75 Crores (Rupees Six Crores and Seventy Five Lakhs Only). The first date of default under this facility was May 01, 2017.* *Amounts and dates of default under the SBT Facility:* *1) The amount in default under the SBT RTL facility as on December 27, 2017 is Rs. 29.29 Crores (Rupees Twenty Nine Crores and Twenty Nine Lakhs Only) out of which the total principal amount defaulted as on December 27, 2017 is Rs. 3.75 Crores (Rupees Three Crores and Seventy Five Lakhs Only). The first date of default under this facility was May 01, 2016.* *Amounts and dates of default under the SBBJ Facility:* *1) The amount in default under the SBBJ RTL facility as on December 27, 2017 is Rs. 15.70 Crores (Rupees Fifteen Crores and Seventy lakhs Only) out of which the total principal amount defaulted as on December 27, 2017 is Rs. 1.88 Crores (Rupees One Crores and Eighty Eight Lakhs Only). The first date of default under this facility was May 01, 2016.* *Amounts and dates of default under the SBP Facilities:* *1) The amount in default under the SBP RTL facility as on December 27, 2017 is Rs. 6.66 Crores (Rupees Six Crores and Sixty Six Lakhs Only) out of which the total principal amount defaulted as on December 27, 2017 is Rs. 0.86 Crores (Rupees Eighty Six Lakhs Only). The first date of default under this facility was May 01, 2016.*

		2) The amount in default under the SBP Working Capital Facility facility (sic) as on December 27, 2017 is Rs. 7.16 Crores (Rupees Seven Crores and Sixteen Lakhs Only) out of which the total principal amount defaulted as on December 27, 2017 is Rs. 0.07 Crores (Rupees Seven Lakhs Only). The first date of default under this facility was May 01, 2017. *Total amount in default as on December 27, 2017 under the SBI Facilities SBI Facilities, SBH facilities, SBM facilities, SBT facilities and SBBJ facilities, SBP Facilities collectively;* ***Rs. 498.63 Crores*** *(Rupees Four Hundred Ninety Eight Crores and Sixty Three Lakhs Only).*

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4.4 That vide Notice dated 05.03.2016 the Financial Creditor had demanded the Corporate Debtor to pay the amount due under 'RTL Agreement' and 'Working Capital Facility Agreement'. However, no payment was received. Again the Financial Creditor had issued Notices asking the Corporate Debtor to arrange Funds for servicing the amount. Some of the Notices are dated 27.01.2017, 02.05.2017, 25.07.2017 directing the Corporate Debtor to make the payment under 'RTL Agreement' and 'Debt' in respect of Working Capital Facility. It was communicated by the Lenders to the Defaulter that the Accounts be regularised urgently, but the default continued.

4.5 That the Compilation contains **'Rupee Term Loan Agreement' (RTL) dated 08.08.2012** executed by the Group of Companies in the capacity of "Co-obligor / Obligors", as many as 13 in number, as a Party of the One Part and Videocon Industries has also signed the said Agreement in the capacity of "Obligor Agent". On the Other Part, several Banks have signed the said Agreement as "Lenders / Facility Agent" as Parties of the Other Part. Under the heading "Obligations of the Obligors", it was provided that each Obligor or Co-Obligor shall be liable jointly or severally for all the obligations and liabilities to secure the Lenders.

4.6 That in the voluminous compilation the Petitioner has annexed copies of 'Supplemental Working Capital Consortium Agreement', 'Corporate Guarantee Agreement' and copies of 'Rupee Facility Agreement' to demonstrate that the Corporate Debtor had accepted the liability of JLF by signing all those Agreements.

4.7 That the Compilation contains particulars of various 'Securities' created in favour of the Financial Creditors. In relation to the RTL facility the description of the "mortgaged document" is on record providing the details of the immovable properties. In respect of each immovable property, mainly containing parcel of Land, non-Agriculture Land, a Commercial Tower at Rani Jhansi Marg, New Delhi etc. separate Indenture of Mortgage have been executed.

4.8 That the estimated value, as per the Petitioner (SBI), of the properties mortgaged is about ₹5283.45 Crores.

4.9 That time to time RoC was informed about the **'Charge'** created and thereafter accordingly RoCs, one after another, are issuing Certificate of Registration for modification of Charge. Voluminous compilation contains Certificates of modification of charge issued by RoC, Mumbai and RoC, Pune.

5. Before I proceed further, it is worth to place on record an information that the Corporate Debtor (VIL) had filed a Writ Petition before the Hon'ble Bombay High Court against the Petitioner, State Bank of India. The main purpose for filing the said Writ Petition was to issue a Writ of Certiorari for quashing or setting aside a Notification of Reserve Bank of India. Alternatively, a Prayer is that the Hon'ble Court be pleased to issue a Writ of Mandamus directing State Bank of India and Reserve Bank of India to appoint independent Rating Agency. The contention of the Company (VIL) was that on one hand the negotiations were in the process with the JLF , but on the other hand the State Bank of India had filed this Petition for invocation of Insolvency Proceedings. As per the said Writ Petition a Meeting was held on 12.05.2016 among the Corporate Debtor and the members of JLF but thereafter no action was taken for the implementation. In the Writ Petition several dates are mentioned to demonstrate that the impugned Corporate Debtor had made efforts to consider the proposal of restructuring of the Debt which was agreeable to the Consortium of Banks, but while the proposal was pending, a Circular was issued to all Scheduled Commercial Banks and Financial Institutions in respect of "Scheme for Stressed Assets – Revisions" to consider the Resolution Plan within a specified period. Even on 14.12.2016 a Meeting was held with JLF to discuss a Plan of Resolution. Meanwhile, it was decided by the Government and Reserve Bank of India to

initiate Insolvency Proceedings in respect of a defaulting Company. In the Writ Petition, therefore, the main Prayer was that the Hon'ble Court be pleased to set aside the said decision of Reserve Bank of India and a letter dated 27.12.2017 addressed by Reserve Bank of India to the Company. It is informed that in the said Writ Petition the Company is unable in obtaining the desired result till date.

5.1 That the attention was drawn on a letter dated 28.08.2017 issued by General Manager, RBI addressed to the Chairman, SBI referred therein a Press Release of 13.06.2017 issued by RBI that on recommendation 12 Accounts were identified for immediate reference to Resolution under the Insolvency & Bankruptcy Code. Based upon the recommendation of IAC it was decided that where more than 60% of the total outstanding Debt is classified as NPA a final time till December 2017 was granted for arriving at a Resolution outside the IBC. In the event a viable Resolution Plan is not finalized, then the Insolvency Proceedings under IBC may be initiated, if not initiated earlier. It is reiterated that the Videocon Group had submitted a Debt Restructuring Proposal (DRP) to RBI. But without considering the said DRP, the Bank had preferred Insolvency Proceedings because of the change of policies pronounced by RBI. According to VIL this has caused great prejudice towards the bonafide attempt of settling the entire outstanding Debt.

6. On behalf of the Videocon Group, Learned Counsel has pleaded that in all such cases where the Resolution Plan is submitted for consideration before the Consortium of Banks and pending for acceptance, it is *ab initio* wrong on the part of the Bank to file a Petition under Insolvency & Bankruptcy Code. According to him, when the Group has sufficient Assets and able to repay the Debt then such a Group of Companies be not declared as commercially insolvent.

6.1 Learned Counsel has also highlighted that the Corporate Debtor had always cooperated with the Bank Authorities in timely repayment of Loan in the past, but at present this default has happened because of the unexpected and unforeseen circumstances. In the month of February, 2012 the Hon'ble Supreme Court had directed to cancel 156 2-G licences of various Telecom Operators. The Videocon Group was carrying on Telecom business, therefore, badly affected by the said Order of the Hon'ble

Supreme Court. The Telecom business was victimised and the Authorities have cancelled 21 2-G Telecom Licences. The Group had suffered huge losses in Telecom business on account of cancellation of Licence which resulted into non-payment of Bank Liabilities.

6.2 The Learned Counsel has further stated that on 18.09.2008 Videocon had executed a 50:50 Joint Venture with Brazil Petroleum Limited to have a business of Oil and Gas. The delay was caused in obtaining the sanction from the local Government, which resulted into heavy losses.

6.3 The Learned Counsel has also informed that VIL was in the business of manufacturing and supply of Cathode Ray Tube Televisions and being only manufacturer earning considerable profit margin. The business was across the world as there was a large demand of CPR-TV. However, on account of demonetization in India the Suppliers were unable to provide the raw-material. As a result, there was a sharp decline of the business, as a result VIL was constrained to close that business. Because of these reasons, the cash circulation was disturbed which was beyond the control of VIL. He has also pleaded that the Corporate Debtor and the Group have never been declared as "wilful defaulter" because they have always cooperated with the Bank Authorities. Learned Representative has stated that the Promoters / Directors are law abiding citizens, therefore, placed before the Bank Authorities various Resolution Plans for Debt Restructuring but without considering those Resolution Plans the Bank had decided to file this Application under I&B Code, although the Company is commercially viable to satisfy the Loans if time be granted.

7. At this juncture it is interesting to place on record that while Learned Representative of VIL was arguing the case and about to conclude his submissions, a message was delivered to him from the side of the Management of VIL that in the larger interest of the pubic the Learned Advocate may not vehemently oppose the 'Admission' of the Petition. So the Ld. Counsel has conveyed in the court that the Management of the Company has taken this decision keeping in mind the Public Interest, although he was instructed to contest the maintainability of the Petition. A noting has also been made on the Order Sheet that without prejudice to the legal rights and contentions the Petition under consideration be considered as per law for admission. It has also been noted that

the consolidation Application submitted before the Principal Bench, NCLT, New Delhi had also been withdrawn. As a consequence, my observation is that this dramatic turn, as happened during the hearing, has definitely facilitated the admission proceedings.

8. One more fact is to be brought on record that the Financial Creditor (SBI) has amended the Petition and that amended Petition has also been carefully perused. As far as the quantum of Debt and nature of various Loan Facilities granted are concerned, on comparison with the Main Petition, noticed that there is no variation except that the 'defaults' have been clarified and 'dates of default' have been introduced. It is, therefore, directed that in case a decision is hereby taken to admit this Petition, in that event, the IRP shall take into account the specifications as per the Amended Petition along with the Main Petition.

9. That the admitted factual position thus emerges that the **'Debt' as defined U/s 3(11) of The Code** under consideration have been classified as "Non-Performing Asset" by the Consortium of Banks, listed hereinabove and there was a "**Default" as defined U/s 3(12) of The Code** of non-payment. Therefore, the basic requirement of Admission of an Application under Section 7 appears to be fulfilled for initiation of Corporate Insolvency Resolution Process (CIRP) . The Financial Creditor has furnished several evidences to establish the existence of the "Financial Debt" and sufficient record to establish the occurrence of "Default". Rest of the conditions being satisfied, this Petition deserves **"Admission".**

10. The Financial Creditor has intimated the name of the **IRP Mr. Anuj Jain** having Registration No. IBBI/IPA-001/IP-P00344/2017-18/10645, Address: KPMG, 1st Floor, Lodha Excelus, Apollo Mills Compound, NM Joshi Marg, Mahalaxmi, Mumbai-400 011, Email: anujvjain@bsraffiliates.com. The proposed IRP has furnished the requisite Certificate in Form No.2 that no disciplinary Proceedings is pending. On due consideration, the proposal of appointment of the IRP is hereby confirmed.

11. Upon "Admission" of the Application it is hereby pronounced the declaration of **"Moratorium" as mandated in Section 14 of The Code.** The declaration of Insolvency Process and commencement of "Moratorium" shall be made by Public Announcement immediately as prescribed **U/s. 13 read with Section 15 of The Code**.

The appointed IRP shall perform the duties as an Interim Resolution Professional as defined **U/s. 18 of The Code i.e. "Duties of Interim Resolution Professional"** and inform the progress of the Resolution Plan and the compliance of the directions of this Order within 30 days to this Bench. A liberty is granted to intimate even at an early date, if need be. The IRP shall submit the Resolution Plan for approval as prescribed U/s. 31 of The Code on receiving the "Expression of Interest" in response to the Advertisement made.

12. It is hereby pronounced that the **"Moratorium" as prescribed U/s. 14 of The Code** shall come into operation. As a result, institution of any suit or parallel Proceedings before any Court of Law are prohibited. The assets of the Debtor must not be liquidated until the Insolvency Process is completed. However, the supply of essential goods or services to the Corporate Debtor shall not be suspended or interrupted during "Moratorium" period. This direction shall have effect from the date of this Order till the completion of Insolvency Resolution Process.

13. Accordingly, this **CP (IB)-02 (MB)/2018** stood "**Admitted**".

14. The Corporate Insolvency Resolution Process is commenced from the date of this Order.

SD/-
(M.K. SHRAWAT)
Member (Judicial)

Date : 06.06.2018
ug

The Times of India, Mumbai

Saturday, June 9, 2018

FORM A [PUBLIC ANNOUNCEMENT]

Under Regulation 6 of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016]

FOR THE ATTENTION OF THE CREDITORS OF VIDEOCON INDUSTRIES LIMITED

RELEVANT PARTICULARS

1	Name Of Corporate Debtor	**Videocon Industries Limited**
2	Date Of Incorporation Of Corporate Debtor	4th September 1986
3	Authority Under Which Corporate Debtor is Incorporated / Registered	Registrar of Companies, Mumbai
4	Corporate Identity Number / Limited Liability Identification Number of Corporate Debtor	L99999MH1986PLC103624
5	Address of the Registered Office and Principal Office (if any) of Corporate Debtor	**Registered Office:**14. K.M Stone, Aurangabad Paithan Road Village Chittegaon, Taluka Paithan Aurangabad, Maharashtra-431105 IN **Corporate Office:** 171C Mittal Court, Nariman Point, Mumbai -400023 IN
6	Insolvency Commencement Date in Respect Of Corporate Debtor	06th June 2018
7	Estimated Date Of Closure Of Insolvency Resolution Process	03 December 2018 (Being 180 days from the date of commencement of insolvency resolution process)
8	Name and Registration Number of the Insolvency Professional Acting as Interim Resolution Professional	Name: Anuj Jain Registration Number: IBBI/IPA-001/IP-P00142/2017-18/ 10306
9	Address and E-mail of the Interim Resolution Professional, as Registered with the Board	M/s B S R R & Co., 8th Floor, Building No. 10, DLF Cybercity, Gurgaon, Haryana, 122002 Principle Office: 5th Floor, Lodha Excelus, Apollo Mills Compound, NM Joshi Marg, Mahalaxmi, Mumbai, 400011 Email : irpvil@bsraffiliates.com
10	Address and E-mail to be used for Correspondence with the Interim Resolution Professional, If Different from those given at Sl. No.9.	Address and E-Mail : Same as Sl. No. 9
11	Last date for Submission of Claims	21st June 2018 (i.e. 14th day from the date of appointment of the Interim Resolution Professional)

Notice is hereby given that the National Company Law Tribunal, Mumbai Bench has ordered the commencement of a corporate insolvency resolution process against VIDEOCON INDUSTRIES LIMITED on 6th June 2018.

The creditors of VIDEOCON INDUSTRIES LIMITED are hereby called upon to submit a proof of their claims on or before 21st June 2018 to the Interim Resolution Professional at the address mentioned against item 9.

The financial creditors shall submit their proof of claim by electronic means only. All other creditors, may submit the proof of claim by person, by post or electronic means

The Submission of Proof of claim is to made in accordance with Chapter IV of the Insolvency and Bankruptcy Board of India (Insolvency resolution process for corporate persons) Regulations, 2016. The proof of claim is to be submitted by way of following specified forms

Form B- for claims by operational creditors

Form C- for claims for financial creditors

Form D- for claims by workmen and employees

Form E- for claims by authorised representatives of workmen and employees

Form F- for claims by creditors (other than financial and operational creditors)

In order to get a copy of the form, you may download the above mentioned forms in the website **www.ibbi.gov.in** and Insolvency and Bankruptcy Board of India (Insolvency resolution process for corporate persons) Regulations,2016

Submission of false or misleading proofs of claim shall attract penalties For any correspondences w.r.t Corporate Insolvency Resolution Process, you may also visit **www.videoconindustriesltd.com**

Name and signature of Interim Resolution Professional: Anuj Jain sd/-

Date : 9th June 2018

Place : Mumbai

Loksatta, Mumbai
Saturday, June 9, 2018

फॉर्म ए (सार्वजनिक उद्घोषणा)

भारतीय नादारी व दिवाळखोरी मंडळाच्या विनियम ६ अंतर्गत
(कॉर्पोरेट व्यक्तीकरिता दिवाळखोर ठराव प्रक्रिया) विनियमन, २०१८)

व्हिडीओकॉन इंडस्ट्रीज लिमिटेडच्या धनकोंनी लक्ष द्यावे

संबंधित तपशील

१	कॉर्पोरेट ऋणकोचे नाव	व्हिडीओकॉन इंडस्ट्रीज लिमिटेड
२	कॉर्पोरेट ऋणकोच्या संस्थापनाची तारीख	०४ सप्टेंबर १९८६
३	प्राधिकारी ज्यामध्ये कॉर्पोरेट ऋणको विधिसंस्थापित/ नोंदणीकृत आहेत	रजिस्ट्रार ऑफ कंपनीज, मुंबई
४	कॉर्पोरेट आयडेन्टिटी नंबर/ कॉर्पोरेट ऋणकोचा लिमिटेड लायबिलिटी आयडेन्टिफिकेशन नंबर	एल९९९९९एमएच१९८६पीएलसी०३६२४
५	कॉर्पोरेट ऋणकोचे नोंदणीकृत कार्यालय व मुख्य कार्यालय (जर असल्यास)	**नोंदणीकृत कार्यालय :** १४, के. एम. स्टोन, औरंगाबाद-पैठण रोड, व्हिलेज चितेगाव, तालुका पैठण, औरंगाबाद, महाराष्ट्र-४३१ १०५, आयएन **कॉर्पोरेट कार्यालय :** १७१सी मित्तल कोर्ट. नरिमन पॉइन्ट, मुंबई-४०० ०२३, आयएन
६	कॉर्पोरेट ऋणकोबाबत दिवाळखोरी सुरू	०६ जून २०१८
७	दिवाळखोरी ठराव प्रक्रिया बंद होण्याची अंदाजित तारीख	०३ डिसेंबर २०१८ (दिवाळखोरी ठराव प्रक्रिया सुरू होण्याच्या तारखेपासून १८० दिवस)
८	अंतरिम ठराव व्यावसायिक म्हणून कार्यरत दिवाळखोरी व्यावसायिकाचे नाव व नोंदणी क्रमांक	नाव : अनुज जैन नोंदणी क्रमांक : आयबीबीआय/आयपीए-००१/आयपी-पी००१४२/२०१७-१८/१०३०६
९	मंडळाकडे नोंदणीकृत असल्यानुसार अंतरिम ठराव व्यावसायिकाचा पत्ता व ई-मेल	मेसर्स बी एस आर आर अँण्ड कं., ८वा मजला, बिल्डिंग नं. १०, डीएलएफ सायबरसिटी, गुरगाव, हरयाणा-१२२ ००२ मुख्य कार्यालय : ५वा मजला, लोढा एक्सलस, अपोलो मिल्स कम्पाऊण्ड, एन.एम. जोशी मार्ग, महालक्ष्मी, मुंबई-४०० ०११ ई-मेल : irpvil@bsraffiliates.com
१०	अंतरिम ठराव व्यावसायिकाकडे पत्रव्यवहाराकरिता वापरावयाचा पत्ता व ई-मेल, जर अ.क्र. ९ मध्ये दिलेल्यापेक्षा वेगळा असल्यास	पत्ता व ई-मेल : अ.क्र. ९ नुसार
११	दाव्यांच्या सादरीकरणाची शेवटची तारीख	२१ जून २०१८ (म्हणजेच अंतरिम ठराव व्यावसायिकाच्या नियुक्तीच्या तारखेपासून १४ दिवस)

याद्वारा सूचना देण्यात येते की, राष्ट्रीय कंपनी कायदा न्यायाधिकरण, मुंबई बेन्च यांनी ०६ जून २०१८ रोजी व्हिडीओकॉन इंडस्ट्रीज लिमिटेड विरोधात कॉर्पोरेट दिवाळखोर ठराव प्रक्रिया सुरू करण्याचे आदेश दिले आहेत.

व्हिडीओकॉन इंडस्ट्रीज लिमिटेडच्या धनकोंना याद्वारा आयटम ९च्या अनुसार नमूद केलेल्या पत्त्यावर अंतरिम ठराव व्यावसायिकाकडे २१ जून २०१८ रोजी किंवा तत्पूर्वी त्यांच्या दाव्यांचे पुरावे सादर करण्याकरिता फर्माविण्यात आले आहे.

वित्तीय धनको केवळ इलेक्ट्रॉनिक पद्धतीने त्यांच्या दाव्यांचे पुरावे सादर करू शकतील. अन्य सर्व धनको व्यक्तिशः, टपालाने किंवा इलेक्ट्रॉनिक पद्धतीने त्यांचे दावे सादर करू शकतील.

भारतीय नादारी व दिवाळखोरी मंडळ (कॉर्पोरेट व्यक्तीकरिता दिवाळखोर ठराव प्रक्रिया) विनियमन, २०१६च्या चाप्टर IVच्या अनुसार दाव्यांच्या पुराव्यांचे सादरीकरण करावयाचे आहे. दाव्याचा पुरावा खालील विनिर्दिष्ट प्रपत्राद्वारा सादर करावयाचा आहे :

फॉर्म बी : प्रवर्तनीय धनकोंद्वारा दाव्यांकरिता
फॉर्म सी : वित्तीय धनकोंद्वारा दाव्यांकरिता
फॉर्म डी : कामगार व कर्मचारीवर्गाद्वारा दाव्यांकरिता
फॉर्म ई : कामगार व कर्मचारीवर्गाच्या अधिकृत प्रतिनिधीद्वारा दाव्यांकरिता
फॉर्म एफ : धनकोंद्वारा दाव्यांकरिता (वित्तीय व प्रवर्तनीय धनको अन्य शिवाय)

फॉर्मची प्रत प्राप्त करण्याकरिता तुम्ही **www.ibbi.gov.in** या संकेतस्थळावरून आणि भारतीय नादारी व दिवाळखोरी मंडळ (कॉर्पोरेट व्यक्तीकरिता दिवाळखोर ठराव प्रक्रिया) विनियमन, २०१६ नमूद केलेले फॉर्म्स डाऊनलोड करू शकता.

दाव्यांचे खोटे किंवा दिशाभूल करणारे सादरीकरणावर दंडात्मक कारवाईस तोंड द्यावे लागेल. कोणत्याही पत्रव्यवहाराकरिता तुम्ही त्यासंबंधित कॉर्पोरेट इन्सॉल्व्हन्सी रेझोल्यूशन प्रोसेस, **www.videoconindustriesltd.com** या संकेतस्थळाला भेट देऊ शकाल.

अंतरिम ठराव व्यावसायिकाचे नाव व स्वाक्षरी : अनुज जैन स्वाक्षरी/-
तारीख : ०९ जून २०१८
स्थळ : मुंबई

लोकसत्ता Sat, 09 June 2018
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