SEJAL GLASS™
REFLECTING VALUES

SEJAL GLASS LTD. (DIN EN ISO 9001:2008)
Registered Office : Sejal Encasa, 173/174, S.V. Road, Kandivali (West), Mumbai - 400 067.
Tel. : +91- 22 - 2866 5100
Factory : Plot No. 259/10/1, Dadra Village, District - Silvassa - 396193, U.T. of Dadra & Nagar Haveli, India.
E-mail : customercare@sejalglass.co.in | Website : www.sejalglass.co.in

Ref: SEJAL/Compliance/18-19/255

February 25, 2019

National Stock Exchange of India Ltd.
(Listing Department)
Exchange Plaza
Bandra Kurla Complex
Bandra (East)
Mumbai – 400 051

Company:- Sejal Glass Limited

Sub: Clarification to your E- mail dated February 22, 2019.

Ref: Your E-mail dated February 22, 2019 seeking clarification with respect to the announcement dated Feb 14,2019 regarding Intimation of Corporate Insolvency Resolution Process (CIRP) submitted by the company to the Exchange.

Dear Sir/Madam,

This has reference to your E-mail dated February 22, 2019 seeking certain clarification/information with respect to the announcement dated February 14, 2019 submitted by the Company to Exchange.

In this connection, we submit herein below the required information as under:-

Any other material information not involving commercial secrets	The National Company Law Tribunal (NCLT), Mumbai Bench has vide order dated 13.02.2019, Edelweiss Asset Reconstruction Co. Ltd V/s Sejal Glass Ltd has appointed Mr. Rajendra Kumar Girdhar as Interim Resolution Professional (IRP). The order directs the IRP to take steps in accordance with the provisions of the IBC Code. Copy of the order has already been submitted to stock exchange on February 14, 2019 as part of compliance. Copy of the NCLT order dated 13.02.2019 attached herewith for your ready reference.
Salient features, not involving commercial secrets, of the resolution plan approved by the Tribunal, in such form as may be specified	Will be intimated at the applicable time as per CIRP Regulations.
Approval of resolution plan by the Tribunal or rejection, if applicable	Will be intimated at the applicable time as per CIRP Regulations.

SEJAL GLASS LIMITED MUMBAI

Filing of resolution plan with the Tribunal	Will be intimated at the applicable time as per CIRP Regulations.
Number of resolution plan with the Tribunal	Will be intimated at the applicable time as per CIRP Regulations.
Brief particulars of invitation of resolution plans under section 25(2)(h) of Insolvency Code in the Form specified under regulation 36A(5) of IBBI (Insolvency Resolution Process for Corporate Persons) Regulations,2016	Will be intimated at the applicable time as per CIRP Regulations.
Prior or post-facto intimation of the meetings of Committee of Creditors	Meeting of Committee of Creditors will be held by IRP in accordance with the IBC Code and CIRP Regulations.
Appointment/Replacement of the Resolutions Professional	Mr. Rajendra Kumar Girdhar has been appointed as the Interim Resolution Professional (IRP) vide order dated February 13, 2019 by the National company Law Tribunal (NCLT), Mumbai Bench. The appointment/replacement of the Resolution Professional (RP) will intimated at the applicable time as per CIRP Regulations.
List of creditors as required to be displayed by the corporate debtor under regulation 13(2)(c) of the IBBI (Insolvency Resolution process for Corporate Persons) Regulations.2016	The IRP vide the Public Announcement made in newspapers on 15th February,2019 as invited claims from creditors with the last date of submission of the claim as February 27,2019. The list of creditors shall be prepared once the claims have been received. Further details/developments in this regard shall be intimated in due course.
Public announcement made pursuant to order passed by the Tribunal under section 13 of Insolvency Code	The Public Announcement was made by the IRP in Free Press Journal, Mumbai Edition Newspaper, Navakal Mumbai Edition Newspaper and Janadesh Silvasa Edition Newspaper on Friday February 15, 2019. Further the company vide letter dated 16th February, 2019 bearing reference no. Ref: SEJAL/Compliance/18-19/244 has submitted the copy of the said Public Announcement to Stock Exchanges. The NCLT Order and Public Announcement is uploaded on Company's Website i.e. www.sejalglass.co.in
Admission of application by the Tribunal, along with amount of default or rejection or withdrawal, as applicable.	The instant Insolvency Petition was admitted on February 13 ,2019 for claim of Rs. 40,49,72,485/-

SEJAL GLASS LIMITED MUMBAI

Filing of application by financial creditors for initiation of CIRP against the corporate debtor, also specifying the amount of default	Edelweiss Asset Reconstruction Co. Ltd (EARCL) the financial creditor had filed The Insolvency Application bearing No. CP(I&B)1799/NCLT/MB/MAH/2018 against the company for an amount of Rs. 40,49,72,485/- on May 17, 2018.
Filing of application by financial creditors for initiation of CIRP also specifying the amount of default	

Thanking you,
Yours faithfully,

For Sejal Glass Ltd.

SEJAL GLASS LIMITED MUMBAI

Ashwin S. Shetty
V.P. - Operations & Company Secretary
Issued with approval of Mr. Rajendra Kumar Girdhar
Interim Resolution Professional
(Sejal Glass Limited is under Corporate Insolvency Resolution Process as per the provisions of IBC, 2016. Its affairs, business and assets are being managed by Resolution Professional, Mr. Rajendra Kumar Girdhar, appointed as Interim Resolution Professional by NCLT, Mumbai bench by order dated February 13, 2019.)

IN THE NATIONAL COMPANY LAW TRIBUNAL

MUMBAI BENCH

CP (I&B) 1799/NCLT/MB/MAH/2018

Under Section 7 of the I&B Code, 2016

In the matter of

Edelweiss Asset Reconstruction Co. Ltd.

…Financial Creditor/ Petitioner

v/s

Sejal Glass Ltd.

...Corporate Debtor

Order dated 13.02.2019

Coram: Hon'ble Shri V.P. Singh, Member (Judicial)

Hon'ble Shri Ravikumar Duraisamy, Member (Technical)

For the Petitioner: Ms. Suchitra Valjee, Advocate , Prerana Wagh, Advocate

For the Respondent: Mr. Akshay Puranik, Advocate ,Ms.Henna Daulat and Ms Anaisha Zachariah, Advocate

Per V.P. Singh, Member (Judicial)

ORDER

1. It is a Petition filed u/s 7 of Insolvency & Bankruptcy Code, 2016 (**I&B Code**) by Edelweiss Asset Reconstruction Co. Limited,Financial Creditor or Petitioner against Sejal Glass Ltd. (earlier known as Sezal Glass Limited), Corporate Debtor to initiate Corporate Insolvency Resolution Process (**CIRP**) against the Corporate Debtor on the ground that as on10.05.2018, the Corporate Debtor has defaulted in repaying the debt amount i.e. ₹40,49,72,485/-. The date of default in repayment of the debt by the Corporate Debtor as stated by the petitioner is 13.10.2016.

2. The Petitioner, as Trustee of the Edelweiss Asset Reconstruction Company Trust SC-42, entered into an assignment agreement with State Bank of Patiala on 26.06.2014, wherein it got assigned the impugned loans disbursed by the assignor to the Corporate Debtor. The said assignment agreement is annexed with the petition.

3. The State Bank of Patiala had granted the following loan facilities to the Corporate Debtor:

    a. Term Loan-1 of ₹7,20,00,000/- vide agreement dated 04.08.2011,

    b. Cash Credit of ₹10,00,00,000/- vide agreement dated 14.12.2011,

    c. Letter of Credit of ₹7,00,00,000/-, vide agreement dated 14.12.2011, and

    d. Bank Guarantee of ₹5,00,00,000/-, vide agreement dated 14.12.2011.

    It is stated that the Letter of Credit and Bank Guarantee were later converted to Term Loan-2.

4. The said loan facilities were secured, among other things, by a mortgage, hypothecation and personal guarantee.

5. The Petitioner has annexed to the Petition a copy of Memorandum of Entry dated 04.08.2011,Memorandum of Entry dated 11.12.2011, Letter confirming Deposit of Title Deeds dated 05.08.2011, Agreement of Hypothecation of Goods dated 04.08.2011,Agreement of Hypothecation of Goods dated 14.12.2011, Deed of Guarantee executed by Shri Kanji Valji Gada, Shri Amrut Shavjibhai Gada, Shri Shhanttibhai Shavjjibhai Gada, Shri Dhiraj Shavjjibhai Gada, Shri Mitesh Kanji Gada dated 04.08.2011,Deed of Guarantee executed by Shri Kanji Valji Gada, Shri Amrut Shavjibhai Gada, Shri Shhanttibhai Shavjjibhai Gada, Shri Dhiraj Shavjjibhai Gada, Shri Mitesh Kanji Gada dated

14.12.2011, Agreement for Grant of Credit Facility dated 04.08.2011, letter regarding Grant of Individual limit within Overall limit dated 04.08.2011, Sanction Letter dated 12.12.2011, Agreement for Grant of Credit Facility dated 14.12.2011, letter regarding Grant of Individual limit within Overall limit dated 14.12.2011, Renewed Sanction Letter dated 16.02.2013 to show the existence of debt. The Petitioner, with its written submissions, has produced Form CHG-1 along with Certificate of Registration for Modification of Charge dated 26.02.2015.

6. The Petitioner in its letter dated 08.01.2016, addressed to the Corporate Debtor, has stated the fact that the State Bank of Patiala has assigned the debt to the Petitioner vide the Assignment Agreement dated 26.06.2014 and that the Petitioner agrees to restructure the Existing Liability as per the terms and conditions mentioned therein. The said restructuring along with all terms and conditions was accepted by the Corporate Debtor and the Letter dated 08.01.2016 was signed by Mr Amrut S. Gada, Chairman & Managing Director of the Corporate Debtor. The terms of the Restructuring provided, among other things, that the crystalised amount is of ₹26,00,00,000/- and on revocation of restructuring, the entire amount of existing liability shall become due and payable to the Petitioner.

7. The said restructuring was revoked by the Petitioner vide its letter dated 13.10.2016 due to default by the Corporate Debtor in repayment as per the terms of restructuring. The Petitioner has annexed with the petition the restructuring Letter dated 08.01.2016 and the Letter of Revocation of Restructuring dated 13.10.2016.

8. The Petitioner has annexed a letter of the Corporate Debtor, dated 14.05.2016, stating that the account of the Petitioner in the Books maintained by the Corporate Debtor has a credit

balance of ₹26,81,14,141/- as on 31.03.2016 and the same is acknowledged by the Petitioner.

9. The Petitioner has also annexed the Affidavit in Reply dated 06.02.2018 filed on behalf of the Sejal Glass Limited, in Company Petition No. 943 of 2014 in the High Court of Judicature at Bombay. In the said reply the Corporate Debtor has admitted that it had availed the loan facilities and also acknowledged the assignment of the same to the Petitioner.

10. The Petitioner has also annexed the Standalone Financial Statements for the period 01.04.2016 to 31.03.2017 wherein it is stated that *"The Company had defaulted in repayment of Principal and Interest on Term Loan and Interest on Cash Credit facility during FY 2013-14……State Bank of Patiala(SBP) had assigned the outstanding amount of the credit facility as on 12th June 2014 to Edelweiss Asset Reconstruction Company Limited (EARC)…"*

11. The Petitioner has annexed the Commercial Credit Information Report of the Corporate Debtor as has been collated by TransUnion CIBIL Limited dated 12.04.2018.

12. The Petitioner has annexed the Bank statements of the Corporate Debtor along with Certificate as per the provisions of Bankers Book of Evidence Act, 1891 showing the disbursement of debt.

13. The Petitioner has also annexed the notice dated 27.01.2014 sent by the State Bank of Patiala under section 13(2) of Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 demanding repayment of ₹22,71,08,937.35/- as the same being outstanding on 17.01.2014.

14. As per the computation of dues attached with the Petition, the default under the Term Loan 1 stands at ₹5,56,39,881/-, Term

Loan 2 stands at ₹1,62,85,037/- and under Cash Credit Facility at ₹33,30,47,567/- as on 10.05.2018.

15. The Corporate Debtor in its defence has broadly raised two objections; one is about the application under section 7 of I&B Code being incomplete and another on the fact that the three agreements upon which the Petitioner relies to establish debt, are insufficiently stamped .

16. The Corporate Debtor has stated that the Petitioner has wrongfully and incorrectly submitted copies of Certificate of Registration of Charge about unconnected loans that have already been repaid by the Corporate Debtor. It is contended that since the filing of Certificate of Charge is a mandatory requirement under Form-I of I&B Rules, the application, as filed by the Petitioner, under section 7 of I&B Code is incomplete.

17. With respect to the second defence, the Corporate Debtor has argued that the Agreement for Grant of Credit Facility dated 04.08.2011; Agreement for Grant of Credit Facility dated 14.12.2011 and the assignment agreement dated 13.09.2014 are insufficiently stamped and hence are not admissible in evidence and are liable to be impounded under the provisions of Maharashtra Stamp Act, 1958. The Corporate Debtor has relied upon section 19, 33, 34 and 37 of the Stamp Act and the judgment of the Hon'ble Supreme Court in **SMS Tea Estates Pvt. Ltd. vs Chandmari Tea Company Pvt**., *(2011) 14 SCC 66*and the judgment of Hon'ble Bombay High court in Asset Reconstruction Company (India) Ltd. vs Alpha and Omega Diagnostics (India) Ltd. and Ors.

18. The Corporate Debtor has further relied upon the judgment of the Hon'ble Supreme Court in **Innoventive Industries Ltd. vs ICICI Bank**, *(2018) 1 SCC 407* to state that the Petitioner cannot proceed to recover the debt from the Corporate Debtor on account of the inadequately stamped instruments and thus the

present Petition cannot be admitted without first impounding the said agreements.

19. With respect to the reliance placed by the Petitioner upon the judgment of Hon'ble NCLAT in Lalan Kumar Singh vs M/s Pheonix ARC Pvt. Ltd. dated 20.12.2018 in Company Appeal (AT)(Insolvency) No. 485 of 2018, the Corporate Debtor has submitted that the judgment is not applicable in the present facts and circumstances as the respondent has not raised a contention that the Assignment Agreement is illegal, but that it cannot be acted upon due to it being not duly stamped.

20. We have heard the arguments of both sides and perused the record. Allegedly, in this case, the Petitioner was assigned the loans granted by the State Bank of Patiala vide the Assignment Agreement Dt.26.06.2014. The present Petition is filed by Ms Aayushi Chaudhary, Law Associate of the Petitioner Company, duly authorised to initiate proceedings under IBC, vide resolution passed in the Operations Committee meeting Dt.07.03.2018. The Petitioner has submitted the requisite fee along with the Petition as evidenced by the supporting document with the Petition.

21. The Petitioner has annexed a statement showing the calculation for an amount of ₹40,49,72,485/- claimed to be in default as on 10.05.2018. The Petitioner has also annexed the updated documents evidencing the sanction of the financial debt and supporting instruments evidencing the creation of security for the same debt.

22. The Corporate Debtor has itself acknowledged in its letter dated 14.05.2016, stating that the account of the Petitioner in the Books maintained by the Corporate Debtor has a credit balance of ₹26,81,14,141/- as on 31.03.2016. The said letter is addressed to the Petitioner.

23. The Petitioner has also annexed the Bank statement of the Corporate Debtor, along with the Certificate as per the provisions of Bankers Book of Evidence Act, 1891showing the disbursement of debt and the unpaid balance in the account.

24. The Corporate Debtor has not contended that the debt does not exist or the default has not occurred. The Corporate Debtor has only raised technical defences as to incomplete Form-1 and the validity of documents being not duly stamped.

25. As to the objections raised by the Corporate Debtor regarding the Certificate of registration of Charge, the Petitioner has submitted with its written submissions Form CHG-1 along with Certificate of Registration for Modification of Charge dated 26.02.2015. Therefore, the said objection is not sustainable.

26. With regard to the other objection on the agreements being not duly stamped, it is noted that the Corporate Debtor itself has repeatedly relied and acted upon the said agreements viz. in its Affidavit in Reply dated 06.02.2018 filed on behalf of the Sejal Glass Limited, in Company Petition No. 943 of 2014 in the High Court of Judicature at Bombay and again in its Standalone Financial Statements for the period 01.04.2016 to 31.03.2017.

27. Therefore, even if the agreements, as alleged, are not admissible as an evidence of debt and default, there are several other documents that show the admission by the Corporate Debtor of the debt that it owes to the Petitioner *viz*. its letter dated 14.05.2016 and its Affidavit in reply dated 06.02.2018 filed in the Hon’ble Bombay High Court.

28. By the above discussion, we are of the considered view that the respondent’s contentions raised in the Affidavit in reply are unsustainable. The existence of debt is clear from the Letter of the Corporate Debtor, its affidavit in reply filed in Hon’ble Bombay High Court, loan agreements, various documents

relating mortgage deed, hypothecation deed, certificate of creation of charge and personal guarantee agreements.

29. The Petitioner has proved the existence of debt as well as the default.

30. The Petitioner has proposed the name of Shri Rajendra Kumar Girdhar, Registration Number [IBBI/IPA-003/IP-N00048/2017-18/10396] as Interim Resolution Professional, to carry out the functions as mentioned under IBC, and given his declaration, no disciplinary proceedings are pending against him.

31. The Application under sub-section (2) of Section 7 of IBC, 2016is complete. The existing debt of more than oneRs lac against the corporate debtor and its default is also proved. Accordingly, the petition filed U/S 7 of the Insolvency and Bankruptcy Code for initiation of corporate insolvency process against the corporate debtor deserves to be admitted.

ORDER

This petition filed under Section 7 of IBC, 2016, against the Corporate Debtor for initiating corporate insolvency resolution process is at this moment admitted. We further declare moratorium u/s 14 of IBC with consequential directions as mentioned below:

I. That this Bench as a result of this prohibits:

   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 possession of the corporate debtor.

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

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

IV. That the order of moratorium shall have effect from 13.02.2019 till the completion of the corporate insolvency resolution process or until this Bench approves the resolution plan under sub-section (1) of section 31 of IBC or passes an order for the liquidation of the corporate debtor under section 33 of IBC, as the case may be.

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

VI. That this Bench at this moment appoints Shri Rajendra Kumar Girdhar, Registration Number [IBBI/IPA-003/IP-N00048/2017-18/10396]as Interim Resolution Professional to carry out the functions as mentioned under IBC. Fee payable to IRP/RP shall comply with the IBBI Regulations/Circulars/Directions issued in this regard.

32. The Registry is at this moment directed to immediately communicate this order to the Financial Creditor, the Corporate Debtor and the Interim Resolution Professional even by way of email or WhatsApp.

Sd/- Sd/-

RAVIKUMAR DURAISAMY
Member (Technical)

V.P. SINGH
Member (Judicial)

13th February, 2019

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 SEJAL GLASS LIMITED

RELEVANT PARTICULARS		
1.	Name of corporate debtor	Sejal Glass Limited
2.	Date of incorporation of corporate debtor	December 11,1998
3.	Authority under which corporate debtor is incorporated / registered	ROC- Mumbai
4.	Corporate Identity No. / Limited Liability Identification No. of corporate debtor	L26100MH1998PLC117437
5.	Address of the registered office and principal office (if any) of corporate debtor	Regd. address: 3rd Floor, 173/174, Sejal Encasa, Opp. Bata Showroom, S. V. Road, Kandivali (West), Mumbai Mumbai City MH 400067 IN
6.	Insolvency commencement date in respect of corporate debtor	Date of Order: February 13,2019
7.	Estimated date of closure of insolvency resolution process	180 days from the date of commencement of resolution process i.e August 12,2019
8.	Name and registration number of the insolvency professional acting as interim resolution professional	**Name:** Mr. Rajender Kumar Girdhar **Reg No.:** IBBI/IPA-003/IP-N00048/2017-2018/10396
9.	Address and e-mail of the interim resolution professional, as registered with the Board	**Reg. Address:** Oshiwara Mahada Complex, Building no 5 Aster Coop. Housing Society, Flat no. 205, 2nd Floor, New Link Road, Oshiwara Andheri (W), Mumbai, Maharashtra, 400053 **Reg Email Id:** rkgirdhar1@yahoo.co.in
10.	Address and e-mail to be used for correspondence with the interim resolution professional	**Address:** Sumedha Management Solutions Private Limited, C703, Marathon Innova, Off Ganapatrao Kadam Marg, Lower Parel West, Mumbai, Maharashtra, 400013. **Email id:** sgl@sumedhamanagement.com
11.	Last date for submission of claims	February 27, 2019
12.	Classes of creditors, if any, under clause (b) of sub-section (6A) of section 21, ascertained by the interim resolution professional	Class I- Depositors
13.	Names of Insolvency Professionals identified to act as Authorised Representative of creditors in a class (Three names for each class)	Class I- Depositors **1. Mr. Arundeep Singh Pathania** Reg. No. IBBI/IPA-002/IP-N00384/2017-2018/11154 **2. Mr. Rajesh Kumar Mittal** Reg. No. IBBI/IPA-002/IP-N00083/2017-2018/10224 **3. Mr. Vikram Bhatnagar** Reg. No. IBBI/IPA-003/IP-N000183/2018-2019/12197
14.	(a) Relevant Forms and (b) Details of authorized representatives are available at:	(a) Web link for downloading claim forms: www.ibbi.gov.in/downloadform.html (b) Physical Address: **1. Mr. Arundeep S. Pathania** Address:76-B,32, Brindavan Society, Thane, Maharashtra, 400601 E-mail: pathanias@perchadvisors.com **2. Mr. Rajesh Kumar Mittal** Address: 204/A, Navjyoti Darshan CHS, Near Purnima Talkies, Murbad Road, Kalyan (West), Mumbai, Maharashtra – 421301 E-mail:- csrajeshmittal@gmail.com **3. Mr. Vikram Bhatnagar** Address: D1003, Park Royale , Opposite Aakash Ganga Society , Pimpri , Pune , Maharashtra – 411017 E-mail:- vikrambhatnagar2002@yahoo.com

Notice is hereby given that the National Company Law Tribunal (Mumbai Bench) has ordered the commencement of a corporate insolvency resolution process of the Sejal Glass Limited on February 13, 2019 vide order no CP (I&B) 1799/NCLT/MB/MAH/2018

The creditors of Sejal Glass Limited, are hereby called upon to submit their claims with proof on or before February 27, 2019 to the interim resolution professional at the address mentioned against entry No. 10.

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

A financial creditor belonging to a class, as listed against the entry No. 12, shall indicate its choice of authorized representative from among the three insolvency professionals listed against entry No.13 to act as authorized representative of the class Depositors in Form CA.

Submission of false or misleading proofs of claim shall attract penalties.

Date: February 14, 2019
Place: Mumbai

Sd/-
Rajender Kumar Girdhar
Reg No. - IBBI/IPA-003/IP-N000048/2017-2018/10396