IN THE NATIONAL COMPANY LAW TRIBUNAL, NEW DELHI
PRINCIPAL BENCH

C.P. NO. IB-731(PB)/2018

IN THE MATTER OF:

ICICI Bank Limited .....Financial Creditor

v.

Punj Llyod Limited .....Corporate Debtor

SECTION : Under Section 7 of The Insolvency and Bankruptcy Code, 2016

Judgment delivered on 08.03.2019

CORAM:

CHIEF JUSTICE (RTD.) M.M. KUMAR
HON'BLE PRESIDENT

DR. DEEPTI MUKESH
HON'BLE MEMBER (J)

PRESENT:

For the Financial Creditor: Mr. Ramji Srinivasan, Sr. Adv. with Ms. Sonal Gupta, Ms. Malvika Bhanot, Ms. Sylona Mohapatra, Advocates

For the Corporate Debtor: Dr. U.K Chaudhary, Sr. Adv. with Mr. Manish Shekhari, Mr. Vivek Jain, Mr. Sumit, Advocates
Ms. Anju Jain, Adv.

M.M.KUMAR, PRESIDENT

JUDGMENT

The ICICI Bank Limited (for brevity 'Financial Creditor') has filed the instant application under Section 7 of the Insolvency and Bankruptcy Code, 2016 (for brevity 'the Code') with a prayer for

triggering the Insolvency Resolution Process in the matter of Punj Llyod Limited (for brevity 'the Corporate Debtor'). It is appropriate to mention that the 'Financial Creditor' was incorporated on 05.01.1994 and was assigned CIN No. L65190GJ1994PLC021012. It has its Registered office at ICICI Bank Tower, Near Chakil Circle, Old Padra Road, Vadodara 390007, Gujrat and having its Corporate office at ICICI Bank Towers, Bandra-Kurla Complex, Mumbai-400051.

2. Mr. Chetan Prakash, Legal Manager of the Financial Creditor-Bank has been empowered to sign and submit the petition by the Power of Attorney dated 28.06.2017 (Annexure P-1)

3. The Corporate Debtor-Punj Llyod Limited is a company registered under the provisions of the Companies Act, 1956 and was incorporated on 26.09.1988. The identification number of the Corporate Debtor is L74899DL1988PLC033314 and its registered office is situated at Punj Llyod House 17-18, Nehru Place, New Delhi-110019. Its authorized share capital is Rs. 100,00,00,000/- and the paid up share capital is Rs. 67,11,91,490/-. These details have been furnished on the basis of master data obtained from the official website of Registrar of

Companies.

4. The Financial Creditor has proposed the name of Resolution Professional, Mr. Gaurav Gupta, 203, Savitri Complex- 1, near Dholewal Chowk, Ludhiana, Punjab-141003, email id – gauravinduca@gmail.in. He has registration No. IBBI/IPA-001/IP-P00556/2017-18/10986. He has also made declaration and sent a written communication dated 02.05.2018. According to the declaration, Mr. Gaurav Gupta has no disciplinary proceedings pending against him with the Insolvency and Bankruptcy Board of India or ICSI Insolvency Professional Agency. Accordingly, he satisfies the requirement of Section 7 (3) (b) of the Code.

5. In the application, the Financial Creditor has given the details of financial debt granted to the Corporate Debtor with the dates of disbursement. A perusal of part IV of the application would show the following detailed particulars of financial debt:

1.	Total Amount of Debt Granted Date(s) of Disbursement	**i. <u>Subscription of redeemable, secured and non-convertible Debentures:</u>** Total Amout: INR. 300 Crs under Information Memorandum dated 29.09.2010. Disbursement/Subscription Date: 15.10.2010.

		A copy of the Information Memorandum dated 29.09.2010 is annexed herewith and marked as **Annexure P-3.** A copy of the Debentures Trust Deed dated 21.01.2011 is annexed herewith and marked as **Annexure P-4.** **ii. Working Capital Facility:** Total Amount: INR. 443 Crs. Under Working Capital Consortium Agreement dated 21.05.2015- comprising of the following: i. Fund based: INR 122,00,00,000/- (Rupees One Hundred and Twenty Two Crore) ii. Non-Fund based: INR 321,00,00,000/- (Rupees Three Hundred and Twenty One Crores) Date of Disbursement: 21.05.2015 A copy of the Working Capital Consortium Agreement dated 21.05.2015 is annexed herewith and marked as **Annexure P-5.** A copy of the Inter-se Agreement dated 21.05.2015 is annexed herewith and marked as **Annexure P-6.**

		iii. <u>Term Loan Facility:</u> Total amount: INR-57 Crs. Under Common Loan Agreement dated 21.05.2015. Disbursement Date: 25.06.2015 13.10.2015; 15.07.2015 A copy of the Common Loan Agreement dated 21.05.2015 is annexed herewith and marked as **Annexure P-7.** A copy of the Inter-Creditor Agreement dated 21.05.2015 is annexed herewith and marked as **Annexure P-8.** A copy of the Security Trustee Agreement dated 21.05.2015 is annexed herewith and marked as **Annexure P-9.** **iv. <u>Corporate Guarantee:</u>** Corporate Guarantee dated October 8, 2007 from Punj Lloyd Limited (as guarantor) in relation to INR 317.6 crores extended from Singapore branch of Financial Creditor to wholly owned subsidiary of Corporate Debtor, i.e. Sembawang Engineers and Constructors Pte. Ltd.,

		incorporated in Singapore, comprising of; Non-Fund based: INR 317.6 Crores (Rupees Three Hundred and Seventeen Crores and Sixty Lakhs) vide facility agreement dated October 5, 2007 (as amended from time to time). A copy of the facility agreement dated 05.10.2007 is annexed herewith and marked as **Annexure P-10.** A copy of the Corporate Guarantee dated 08.10.2007 is annexed herewith and marked **as Annexure P-11.**

The aforesaid details would show that various loan facilities were extended by the Financial Creditor-Bank to the Corporate Debtor to the extent shown in the aforesaid data.

6. The Corporate debtor executed several documents towards availing the aforesaid different loan facilities. It is highlighted that the said loan was further secured by the personal guarantee of Mr. Atul Punj. True Copies of each one of those namely, Debenture Trust Deed dated 21.01.2011, Working Capital Consortium Agreement dated 21.05.2015, Inter-Se Agreement dated

21.05.2015, Common Loan Agreement dated 21.05.2015, Inter-Creditor Agreement dated 21.05.2015, Security Trustee Agreement dated 21.05.2015, Facility Agreement dated 05.10.2007, Corporate Guarantee dated 08.10.2007, Memorandum of Hypothecation dated 21.01.2011, Joint Deeds of Hypothecation dated 21.05.2015, Personal Guarantee dated 21.05.2015, Non-Disposal Undertaking dated 29.07.2015, unattested Share Pledge Agreement dated 28.08.2015, Non-Disposal Undertaking and Power of Attorney both dated 08.04.2016, Non-Disposal Undertaking and Power of Attorney both dated 21.04.2016 etc. have been placed on record (Annexure P/4 to P/11, P/13 to P/20).

7. The details of the securities held by, or created for the benefit of 'financial creditor'-ICICI Bank which fulfils the requirements of Section 77 & 78 of Companies Act, 2013 have also been furnished in Part V of the application.

8. In view of the repeated defaults on the part of the Corporate Debtor to comply with the repayment of the principal and interest dues under the Debenture Trust Deed dated 21.01.2011, Common Loan Agreements dated 21.05.2015 & Working Capital Consortium Agreement dated 21.05.2015, the Financial Creditor

issued notices dated 03.03.2016 (Annexure P-23), dated 08.06.2016 (Annexure P-24), dated 21.05.2016 (Annexure P-25) and also notice of invocation dated 19.10.2017 (Annexure P-26) to the Corporate Debtor, its President, Personal Guarantor, Chief Financial Officer. However, all in vain; inspite of the notice they failed to clear the unpaid debt/liability.

9. A record of default is available with the Central Repository of Information on Large Credits (CRILC) as per its asset classification report dated 16.04.2018 of the Corporate Debtor (at pgs. 849-856). Likewise, certificate authenticating the Entries in Bankers Book in accordance with the Bankers Books Evidence Act, 1891 (at pgs. 857-924) along with two certificates under Section 2A (a) of the Bankers Book Evidence Act with regard to three different bank accounts (at pgs. 857-858) of the Corporate Debtor have been placed on record. Two other certificates have also been filed disclosing sufficient compliance with the provisions of Section 2A(b) & 2A(c) of the Bankers' Book Evidence Act. It is deposed by the officer that the statement of different accounts filed by the financial creditor are true and correct copies of the bank records maintained by the Financial Creditor in its computer.

10. In column 2 of part IV the amount claimed to be in default and the dates of the default, have been mentioned. According to the averments made by the Financial Creditor-ICICI Bank the aforesaid facilities availed by the Corporate Debtor are overdue and total amount of default as on 30.04.2018 is Rs. 8,538,377,663.07. Bifurcation of different loan facilities those are namely, cash credit is Rs. 2,052,173,585.61, Devolved BGs is Rs. 1,064,843,250.33, Term Loan, Corporate Guarantee is Rs. 316,706,755.40 & Non-convertible Debentures is Rs. 436,96,69,520.55, has also been spread out.

11. Dr. U.K. Chaudhary, learned senior counsel for the Corporate Debtor has raised argument to oppose the admission of the petition. Firstly, it is submitted that the RBI Circular dated 12.02.2018 clearly postulates that no petition under the Code be filed if the resolution is pending between the banks who are signatory to the Inter creditors agreement dated 22.07.2018 and the corporate debtor submits a resolution plan within a period of 180 days. Learned counsel has maintained that on account of status quo granted by the High Court of Delhi on 18.09.2018 on a Writ Petition (C) No. 8825 of 2018 filed by the Corporate Debtor

against the Union of India the financial creditor is debarred from filing the instant petition. Our attention has been drawn to the RBI Circular dated 12.02.2018 (R-20, pgs. 767-787) and the Inter Creditor agreement dated 23.07.2018 (R-23, pgs. 846-956). It has been submitted that Bank of Baroda is a signatory to the inter creditor agreement dated 23.07.2018 and it has no locus standi to file the instant petition.

12. Mr. Srinivasan, learned senior counsel has argued that firstly no resolution plan in accordance with the RBI Circular dated 12.02.2018 has attained finality so as to attract the bar against the Financial Creditor contemplated by Clause 9 of the RBI circular. Learned senior counsel has also referred to the footnote 8 in the RBI circular and argued that the Financial Creditor is free to file insolvency petition under the Code against the borrower even before the expiry of timelines, or even without attempting a resolution plan outside the Code. According to the learned counsel the RBI circular has carved out an operational route for the lenders to follow which cannot be considered as abdication of a Parliamentary statue like Insolvency and Bankruptcy Code. Mr. Srinivasan has maintained that the RBI circular has been issued

as a piece of policy guidelines under Section 35AA of the Banking Regulations Act, 1949 and is necessarily a piece of subordinate legislation which cannot override the remedy provided by the Code. Our attention has also been drawn to the prayer made in the writ petition filed before Hon'ble Delhi High Court which is for a declaration to declare Section 35AA and/or 35AB of the Banking Regulations Act, 1949 as ultra vires of the Constitution and the RBI Act, 1934. A similar prayer has been made for setting aside the circular dated 12.02.2018 on various grounds. There is no attempt made by the petitioner to seek injunction on present proceedings.

13. Having bestowed our thoughtful consideration on the submissions made by learned counsel for the parties, we are of the considered view that the RBI Circular dated 12.02.2018 does not create any bar on the remedy provided for resolution of insolvency in accordance with the provisions of the Code.

14. It has been rightly contended by Mr. Srinivasan that the RBI had revised its guidelines in view of the enactment of the Code which were in existence prior to enforcement of the Code. Under the caption 'D. Timelines for Large Accounts to be Referred under

IBC' clause 9 may be referred along with footnote 8 which read as under:-

"Clause 9

If a RP (Resolution Plan) in respect of such large accounts is not implemented as per the timelines specified in paragraph 8, lenders shall file insolvency application, singly or jointly, under the Insolvency and Bankruptcy Code 2016 (IBC) within 15 days from the expiry of the said timeline.

Footnote 8

The prescribed timelines are the upper limits. Lenders are free to file insolvency petitions under the IBC against borrowers even before the expiry of the timelines, or even without attempting a RP outside IBC."

A perusal of clause 9 of the instructions clearly postulates that if a resolution plan is not implemented within the period of 180 days as provided in para 8 then the financial creditors (lenders) are left free to file insolvency petition under the IBC. In the footnote, it has been clarified that the prescribed timelines are the upper limits and the financial creditors were free to file insolvency petitions under the IBC against borrowers *even before*

the expiry of the timelines, or even without attempting a resolution plan outside IBC. It is thus clear from the circular dated 12.02.2018 that financial creditor-ICICI Bank is not under any legal obligation to wait for a resolution plan which in the present case has not materialised so far albeit signing of inter creditors' agreement dated 22.07.2018. The minutes of the last meeting dated 16.01.2019 have been placed on record which clearly shows that Punj Llyod Ltd. has no 'Resolution Plan' in terms of RBI circular as on that date and the same is set out *verbatim* for facility of reference:-

"Minutes of Consortium Meeting (Senior Lenders) dated 16th January, 2019

VENUE: Hotel Marine Plaza, Marine Drive, Mumbai

i. A meeting of lenders of Punj Llyod Limited ("**PLL**" or **the Company**") was convened on 16th January 2019 at Hotel Marine Plaza, Marine Drive, Mumbai at 3.30 PM. The meeting was attended by representatives of State Bank of India ("SBI" or "Lead Bank"), other consortium members, SBI Capital Markets Limited ("**SBICAP**"), and Mr. Atul Punj, Chairman of PLL ("**Promoter**") along with senior official of the company.

ii. .....

iii. .....

iv. .....

Agenda Items were discussed as follows:

v. .....

vi. .....

vii. .....

viii. .....

ix. Other Matters

- **PLL's ongoing Resolution Plan**

➢ Lenders enquired about the status of Resolution Plan considering the present day situation. Company submitted that during the intervening period after receiving RP-4 rating, some lenders have rejected the Plan and some have declined to provide NFB facilities beyond present outstanding. Therefore there is no headroom available to achieve projected revenues and service debt without considering fresh/additional NFB facilities. Hence PLL has no resolution plan as on date."

It is thus clear that there was no resolution plan till 16.01.2019.

15. The status quo order granted by Hon'ble the Supreme Court and as followed by Hon'ble Delhi High Court on 18.09.2018 in WP

(C) 8825 of 2018 has no bearing on the present proceedings because the subject matter of those proceedings is constitution validity of Section 35AA and 35AB of Banking Regulation Act, 1949 and the circular dated 12.02.2018. Therefore, with utmost respect, we are not persuaded to accept that the present proceedings would be effected in any manner whatsoever by the interim order. Moreover, non-obstante clause in Section 238 of the Code give overriding effect to the proceedings of the IBC notwithstanding anything inconsistent in the Code which may be contained in any other law from the time being enforced. Therefore, the argument raised on behalf of the Corporate Debtor is hereby rejected.

16. The last argument raised by Dr. Chaudhary, learned senior counsel for the Corporate Debtor is that the petitioner has also preferred a winding up petition which is pending before Hon'ble Delhi High Court and in the absence of withdrawal of the same, two parallel proceedings cannot be initiated by continuing the winding up petition and by pressing the petition under Section 7 of the Code. Dr. Chaudhary, learned senior counsel for the Corporate Debtor has placed reliance on a recent judgment of Hon'ble the Supreme Court rendered in the case of ***Forech India***

Ltd. v. Edelweiss Assets Reconstruction Company Ltd., Civil Appeal No. 818 of 2018 decided on 22.01.2019 and on the amendment carried out under Section 434 of the Companies Act, 2013 on 17.08.2018 as noticed in para 9 of the judgment in the case of ***Forech India Ltd.*** (supra). According to the learned counsel the un-numbered proviso to Section 434 (1) (e) of the Companies Act, 2013 it has been suggested on the basis of the aforesaid proviso that parallel proceedings are not permissible to be carried and If the proceedings were pending before the commencement of the IBC (amendment ordinance, 2018) then transfer application should have been filed and the High court might have transfer the proceedings to the Adjudicating Authority-NCLT which were to be dealt with in accordance with the provisions of IBC.

17. Mr. Srinivasan, learned senior counsel for the financial creditor has however, argued that there is no bar and has placed reliance on two judgments of the Supreme Court rendered in the cases of ***Jaipur Metals & Electricals Employees Organisation vs. Jaipur Metals & Electricals Ltd.,*** 2018 SCC Online SC 2801 and the view of the Hon'ble Bombay High Court expressed in the

case of ***PSL Ltd. v. Jotun India Pvt. Ltd.,*** (2018) 2 AIR Bom R 350.

18. Having heard learned counsels on the aforesaid issue, we are of the view that the arguments raised by Dr. Chaudhary, learned senior counsel for the Corporate Debtor would not require any detailed examination. In ***Jaipur Metals & Electricals Employees Organisation*** (Supra), the view of Hon'ble the Supreme Court is crystal clear. In paras 19 and 20 of the judgment it has been categorical held that the proceedings under the IBC is an independent proceeding which has nothing to do with the transfer of pending winding up proceedings before the High Court. It further clarifies that a Financial Creditor is at liberty to apply under Section 7 of the Code to the Tribunal at any time before a winding up order is passed. Para 19 and 20 of the judgment reads thus:-

> "19. However, this does not end the matter. It is clear that Respondent No. 3 has filed a Section 7 application under the Code on 11.01.2018, on which an order has been passed admitting such application by the NCLT on 13.04.2018. This proceeding is an independent proceeding which has nothing to do with the transfer of pending winding up proceedings

before the High Court. It was open for Respondent No. 3 at any time before a winding up order is passed to apply under Section 7 of the Code. This is clear from a reading of Section 7 together with Section 238 of the Code which reads as follows: -

"238. Provisions of this Code to override other laws. - The provisions of this Code shall have effect, notwithstanding anything inconsistent therewith contained in any other law for the time being in force or any instrument having effect by virtue of any such law."

20. Shri Dave's ingenious argument that since Section 434 of the Companies Act, 2013 is amended by the Eleventh Schedule of the Code, the amended Section 434 must be read as being part of the Code and not the Companies Act, 2013 must be rejected for the reason that though Section 434 of the Companies Act, 2013 is substituted by the Eleventh Schedule of the Code, yet Section 434, as substituted, appears only in the Companies Act, 2013 and is part and parcel of that Act. This being so, if there is any inconsistency between Section 434 as substituted and the provisions of the Code, the latter must prevail. We are of the view that the NCLT was absolutely correct in applying

Section 238 of the Code to an independent proceeding instituted by a secured financial creditor, namely, the Alchemist Asset Reconstruction Company Ltd. This being the case, it is difficult to comprehend how the High Court could have held that the proceedings before the NCLT were without jurisdiction. On this score, therefore, the High Court judgment has to be set aside. The NCLT proceeding will now continue from the stage at which they have been left off. Obviously, the company petition pending before the High Court cannot be proceeded with further in view of Section 238 of the Code. The writ petitions that are pending before the High Court have also to be disposed of in light of the fact that proceedings under the Code must run their entire course. We, therefore, allow the appeal and set aside the High Court's judgment."

19. It is further evident that Hon'ble the Supreme Court in the case of ***Forech India Ltd.*** (supra) has approved the view taken by the Hon'ble Bombay High Court in ***PSL Ltd.*** (supra) and the paragraphs approved by Hon'ble the Supreme Court are extracted below *verbatim*:-

"93. The fact that post notice winding up petitions continue to be governed by the Companies Act, 1956, only means – that to those proceedings it will be the Companies Act, 1956 which will apply. It does not, however, mean that if, in a post – notice winding up petition a new proceeding is filed under IBC, and where orders are passed by NCLT, including under Section 14 of the IBC, the consequences provided for under IBC will not apply to post notice proceeding, whatever their stage may be.

xxx xxx xxx

98. Further more, this transitional provision cannot in any way affect the remedies available to a person under IBC, vis-à-vis the company against whom a winding up petition is filed and retained in the High Court, as the same would amount to treating IBC as if did not exist on the statute book and would deprive persons of the benefit of the new legislation. This is contrary to the plain language of IBC. If the contentions of petitioner were to be accepted, it would mean that in respect of companies, where a post notice winding up petition is admitted or a provisional liquidator appointed, provisions of IBC can never apply to such companies for all times to come.

xxx xxx xxx

100. The mere fact that post notice winding up proceeding are to be "dealt with" in accordance with the provisions of the Companies Act, 1956, does not bar the applicability of the provisions of IBC in general to proceedings validly instituted under IBC, [nor] does it mean that such proceeding can be suspended."

In view of the aforesaid discussion, the argument advanced by Dr. Chaudhary, would not be acceptable and the same is hereby rejected.

20. It is patent that all requirements of Section 7 of the Code for initiation of Corporate Insolvency Resolution Process by a Financial Creditor stand fulfilled. In that regard, the application is complete as per the requirements of Section 7 (2) of the Code and other conditions prescribed by Rule 4 (1) of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016. There is overwhelming evidence to prove default and name of the resolution professional has also been clearly specified.

21. The provisions of Section 7 (2) and Section 7 (5) of IBC stand satisfied but the same may be read as under:-

"Initiation of corporate insolvency resolution process by financial creditor.

7 (1) .....

7 (2) The financial creditor shall make an application under sub-section (1) in such form and manner and accompanied with such fee as may be prescribed.

7 (3) .....

7 (4) .....

7 (5) Where the Adjudicating Authority is satisfied that—

(a) a default has occurred and the application under sub-section (2) is complete, and there is no disciplinary proceedings pending against the proposed resolution professional, it may, by order, admit such application; or

(b) ....."

22. A conjoint reading of the aforesaid provision would show that form and manner of the application has to be the one as

prescribed. It is evident from the record that the application has been filed on the proforma prescribed under Rule 4 (2) of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016 read with Section 7 of the Code. We are satisfied that a default amounting to crores of rupees has occurred within the meaning of Section 4 of the Code and the application under sub section 2 of Section 7 is complete; and no disciplinary proceedings are pending against the proposed Interim Resolution Professional. Thus, the application warrant admission as it is complete in all respects.

23. As a sequel to the above discussion, this petition is admitted and Shri Gaurav Gupta, 203, Savitri Complex- 1, near Dholewal Chowk, Ludhiana, Punjab-141003, email id – gauravinduca@gmail.in, Registration No. IBBI/IPA-001/IP-P00556/2017-18/10986 is appointed as an Interim Resolution Professional.

24. In pursuance of Section 13 (2) of the Code, we direct that Interim Insolvency Resolution Professional to make public announcement immediately with regard to admission of this application under Section 7 of the Code. The expression

'immediately' means within three days as clarified by Explanation to Regulation 6 (1) of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016.

25. We also declare moratorium in terms of Section 14 of the Code. A necessary consequence of the moratorium flows from the provisions of Section 14 (1) (a), (b), (c) & (d) and thus the following prohibitions are imposed which must be followed by all and sundry:

> "(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 Securitisation 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."

26. It is made clear that the provisions of moratorium shall not apply to (a) such transactions which might be notified by the Central Government in consultation with any financial regulator; (b) a surety in a contract of guarantor to a Corporate Debtor. Additionally, the supply of essential goods or services to the Corporate Debtor as may be specified is not to be terminated or suspended or interrupted during the moratorium period. These would include supply of water, electricity and similar other services or supplies as provided by Regulation 32 of IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016.

27. We direct the Financial Creditor to deposit a sum of Rs. 2 lacs with the Interim Resolution Professional to meet out the expenses to perform the functions assigned to him in accordance with Regulation 6 of Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Person) Regulations, 2016. The needful shall be done within three days from the date of

receipt of this order by the Financial Creditor. The amount however be subject to adjustment by the Committee of Creditors. The amount must be accounted for by Interim Resolution Professional and shall be paid back to the Financial Creditor.

28. The Interim Resolution Professional shall perform all his functions religiously and strictly which are contemplated, *interalia*, by Sections 15, 17, 18, 19, 20 & 21 of the Code. He must follow best practices and principles of fairness which are to apply at various stages of Corporate Insolvency Resolution Process. His conduct should be above board & independent; and he should work with utmost integrity and honesty. It is further made clear that all the personnel connected with the Corporate Debtor, erstwhile directors, 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 affairs of the Corporate Debtor. In case there is any violation committed by the ex-management or any tainted/illegal transaction by ex-directors or anyone else the Interim Resolution Professional/Resolution Professional would be

at liberty to make appropriate application to this Tribunal with a prayer for passing an appropriate order. The Interim Resolution Professional/Resolution Professional shall be under a duty to protect and preserve the value of the property of the 'Corporate Debtor' as a part of its obligation imposed by Section 20 of the Code and perform all his functions strictly in accordance with the provisions of the Code.

29. 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, NCR, New Delhi at the earliest 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.

Sd/-

(M.M.KUMAR)
PRESIDENT

Sd/-

(DR. DEEPTI MUKESH)
MEMBER (J)

VINEET
08.03.2019