

**IN THE NATIONAL COMPANY LAW TRIBUNAL,
SIGNLE BENCH, CHENNAI**

CP/724/ (IB)/CB/2017

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

In the matter of

M/s. Consolidated Shipping Line (India) Private Limited

... Petitioner/Operational Creditor

Vs.

M/s. M + R Logistics (India) Private Limited

... Respondent/Corporate Debtor

Order delivered on 1st of March, 2018

CORAM :

CH. MOHD SHARIEF TARIQ, MEMBER (JUDICIAL)

*For Operational Creditor(s): Mr. A. Srivastava for Mr. B. Dhanaraj, Counsel
For Corporate Debtor (s) : Ms. Sunita Sundar, Counsel*

ORDER

Per: CH MOHD SHARIEF TARIQ, MEMBER (J)

1. Under Adjudication is CP/724/(IB)/CB/2017 that has been filed by the Operational Creditor under Section 9 of the Insolvency & Bankruptcy Code 2016 (in short, 'I&B Code, 2016') r/w the Insolvency &


Bankruptcy (Application to Adjudicating Authority Rules, 2016). The prayer made is to admit the Application, to initiate the Corporate Insolvency Resolution Process against the Corporate Debtor, declare moratorium and appoint Interim Resolution Professional (IRP) under the Insolvency and Bankruptcy Code, 2016 (I&B Code).

2. Heard the Counsel for the Operational Creditor and Corporate Debtor and perused the record.

3. The Operational Creditor has claimed Rs.19,74,417/- as outstanding debt against the Corporate Debtor. In support of its claim, four invoices are placed on record. The details of which are as follows:-

i. *Invoice No.D00047 dated 26.04.2016 for Rs.1,353,996.98.*

ii. *Invoice No.D00048 dated 26.04.2016 for Rs.2,334,520.65.*

iii. *Invoice No.D00093 dated 16.05.2016 for Rs.1,359,766.70 and* 

*iv. Invoice No.D00094 dated 16.05.2016
for Rs.841,541.32.*

The Operational Creditor has submitted that Rs.17,26,712/- is due since 26.04.2016 plus interest calculated as on 31.08.2017 at 18% p.a., is Rs.2,47,705/-. The total amount is Rs.19,74,417/-. Notice under Section 8 of the I&B Code, 2016 was given by the Operational Creditor to the Corporate Debtor. The Corporate Debtor, vide its reply dated 18.09.2017, has stated that it has acted as an agent for the shipper and cannot be made liable for any non-payment, the copy of the reply of notice is placed at annexure -5 of the typed set filed with the counter.

4. The brief facts of the case, as has been stated by the Operational Creditor, are that the Operational Creditor is a global freight forwarder operating carrying on the business of providing efficient freight services in and out of India. It offered a wide range of Shipping and Logistics Solutions, irrespective of size and place. In the course of business, during the year 2015, the Corporate Debtor had approached the Operational

Creditor with Specific Ocean Freight requirements for transport of consignments from Nhavasheva, India to Kuwait as well as Shuwaikh (Kuwait). The Pre-carriage of the consignments was done by the Corporate Debtor for the Shipper M/s. Metal Engineering and Treatment Co. Private Ltd. (METCO). It has been stated in the Petition that no party other than the Corporate Debtor was privy to the Job Orders (No.SEFL-D00007, SEFL-D00008, SEFL-D00017 & SEFL-D00018) placed with the Operational Creditor, and it was agreed that the Invoices in respect of the Job Orders shall be raised by the Operational Creditor directly in the name of the Corporate Debtor. The Operational Creditor further stated that the origin of the business was from the Corporate Debtor and payments were to be made directly by the Corporate Debtor in favour of the Operational Creditor.

Accordingly, the Operational Creditor was maintaining running accounts, covering the transactions between the Operational Creditor and the Corporate Debtor. The Corporate Debtor made part

payments to the tune of Rs.40,50,000/- during the period from 23.12.2016 to 21.03.2017, for which TDS credit was also made by the Corporate Debtor to the tune of Rs.1,13,114/-. The detail of TDS credit is placed at page 20 of the typed set filed with the Petition. Therefore, the balance outstanding due to the Operational Creditor from the Corporate Debtor is Rs.17,26,712/- as on 26.04.2016. The Operational Creditor has submitted that at no point of time the Corporate Debtor has denied or disputed the amounts due and payable to the Operational Creditor but has only attempted to buy time in the name of settling the dues, during all the attempts of the Operational Creditor to remind the pending payments by way of personal visits or e-mail correspondences or telephonic interactions or legal notices. Thus, the Operational Creditor concluded that part-payments made by the Corporate Debtor are evidencing the admission of the liability on their part for remaining amount receivable from it. ✓

In order to support the claim, the Operational Creditor has referred to four invoices as mentioned in para No.3 hereinabove, which are placed at pages 16 to 19 of the typed set filed with the Application. The invoices were issued in the name of the Corporate Debtor viz., M/s. M+R Logistics (India) Private Limited. The packing lists of shipment are placed at pages 21 to 23 of the typed set filed with the Application, wherein it has clearly been mentioned that the pre-carriage was done by the Corporate Debtor viz., M/s. M+R Logistics (India) Private Limited on behalf of M/s. Metal Engineering and Treatment Company Private Ltd (in short "METCO").

Besides above, the Operational Creditor has also placed on record some e-mail communications out of which a reference could be made to the communication placed at page 24 of the typed set filed with the Application which was sent on 15.07.2016 by the Corporate Debtor to the Operational Creditor giving tentative payment schedule, which reads as follows:- ✓

“ From : Biplab – M + R Shipping

Sent : 15 July 2016 12:11

To : Rajan

CC : Jayanta

Subject: Re: OUTSTANDING STATEMENT // M+R LOGISTICS (I) PVT. LTD.

Dear Rajan Ji,


Attached is the tentative payment schedule we have prepared for settlement of your O/S based on the tentative payment schedule received from Metco.. The same is for your ready reference and perusal.”

The statement relating to consolidated shipping payments' schedule placed at page 25 of the typed set filed with the Application, reads as follows:-


<i>Sl.No.</i>	<i>Description of payment</i>	<i>Tentative DT</i>	<i>Amount of payment</i>
<i>1</i>	<i>On A/c</i>	<i>09.08.2016</i>	<i>13,53,997</i>
<i>2</i>	<i>On A/c</i>	<i>21.08.2016</i>	<i>20,00,000</i>
<i>3</i>	<i>On A/c</i>	<i>29.08.2016</i>	<i>20,00,000</i>
<i>4</i>	<i>Final Payment</i>	<i>20.09.2016</i>	<i>5,35,829</i>

There are other e-mail communications which go to show that the business relations between the Operational Creditor and the Corporate Debtor had originated from the Corporate Debtor and there was no

involvement of any third person. The gist of the communications made by the Corporate Debtor to the Operational Creditor is that the time was gained for making the balance payment but subsequently the Corporate Debtor has changed its mind, and started to divert the liability to third party, i.e., METCO, whereas the METCO was not involved in any kind of negotiations with the Operational Creditor, there is no sherd of direct evidence to prove the existence of contractual relationships between METCO and Operational Creditor.

The Operational Creditor has sent a Demand Notice dated 05.09.2017, under Section 8 of the I&B Code, 2016 claiming the unpaid operational debt to the tune of Rs.19,74,417/- (i.e., principal amount Rs.17,26,712/- and interest @ 18% p.a. for Rs.2,47,705 as on 31.08.2017), to the Corporate Debtor, to which the Corporate Debtor has sent reply on 18.09.2017 contradicting its own admissions of the outstanding amount, owed to the Operational Creditor by the Corporate Debtor. It has been submitted by the 


Counsel for the Operational Creditor that the defence taken by the Corporate Debtor while replying to the notice of Section 8 of I&B Code, 2016, is only an afterthought and malafide.

5. The Corporate Debtor has filed the Counter consisting of 11 pages denying the claim of the Operational Creditor, and described that M/s. Consolidated Shipping Line (India) Pvt. Ltd., as “Operational Creditor” and M/s. M+R Logistics (India) Pvt. Ltd., as “Corporate Debtor” is misnomer and such relationship does not arise out of any transactions between them. The Petitioner is neither the creditor nor the Respondent a debtor as alleged by the Operational Creditor. It has been submitted in the reply that in fact the Respondent is a forwarder, acting as agents for shippers and consignees, assisting and facilitating it, in providing various facilities for sea transportation to such traders. In the course of such business, the Respondent, at the request of the Shipper, viz., M/s. Metal Engineering & Treatment Co. 

Pvt. Ltd., (METCO) approached the Petitioner, not as a forwarder but a facilitating agent for export of their shipments from Nava Sheva Port to Kuwait. The Corporate Debtor would submit that all the subject transactions for the exports, were determined by the Petitioner and the same were agreed by the Shipper viz., METCO, and the Respondent had acted only as an agent and in no other role.

The Corporate Debtor has submitted that the shipments were entrusted, carried, discharged and delivered to the named consignee at the disport. The Petitioner has rendered the services for the Shipper viz., METCO, which is the actual owner of the said shipments. Therefore, the alleged claim made by the Petitioner is totally contrary to the facts and circumstances of the present case.

The Corporate Debtor has also submitted that the Respondent had acted only as a facilitating agent and in the event any payments were due and payable, the same would have to be obtained from the shipper and

only after which the same can be remitted to the Petitioner. It has been asserted in the reply that all the remittance made to the account of the Petitioner were only after the same were remitted by the said Shipper viz., METCO to the Respondent. It has been submitted by the corporate debtor that the Petitioner is well aware of the aforesaid facts, as confirmed by its 1st Demand Notice dated 01.12.2016 to the Respondent and the Shipper viz., METCO. It has further been stated that it is an undisputable fact that the alleged services were only rendered by the Petitioner to the Shipper viz., METCO and not to the Respondent. It has been stated in the reply that out of the four shipments referred to in the said Demand Notice, only one house bill of lading was issued by the Petitioner to the said Shipper and the other 3 bills of lading were issued by other carriers. The present outstanding amount demanded by the Petitioner is out of the total dues payable for the said services only, of which, for three invoices amounting to Rs.45,35,828.67p, no services have been rendered by the Petitioner at all, 

The Corporate Debtor has contended that just raising an invoice in the name of the Respondent, no contractual obligations could arise between the said parties, for any legal action of recovery to be initiated by the Petitioner. The invoices would have to be substantiated with documents confirming services rendered by the Petitioner. The Petitioner has referred to Job order Nos. SEFL-D00007, SEFL-D00008, SEFL-D00017 & SEFL-D00018 in the invoices but has not filed the same before this Tribunal. The Respondent has not entered into any contract or Job Orders or signed any such agreements with the Petitioner.

However, the Respondent has admitted under para 12 of its reply that it had called upon the Shipper for payments as stated by the Petitioner and to forward the payment schedule by its mail dated 11.07.2016. The Shipper by its mail dated 14.07.2016 had forwarded the same along with the attachment, which was forwarded by the Respondent to the Petitioner.

The Corporate Debtor has re-iterated at para 21 of the counter that the Petitioner is not an 'Operational Creditor' in terms of Section 5(20) of the I&B Code, 2016, as the Petitioner is not a person to whom 'operational debt' is owed and the amount allegedly due and payable to the Petitioner is not an 'Operational debt' in terms of Section 5(21) of the I&B Code, 2016 and the Respondent is also not a 'Corporate Debtor' in terms of Section 3 (8) of the I&B Code, 2016, as it does not owe any debt to any person or party. It has also been admitted by the Respondent in para 21 of the reply that if in terms of the Packing List, the shipper had mentioned the name of the Respondent in the column of 'pre-carriage', the same relates to the fact that as an agent the said arrangements were made for the Shipper. At the end, the Corporate Debtor has submitted that the Petitioner has failed to prove independently that there was such a relationship of debtor-creditor between the parties and that the services were rendered to the Respondent, for which payments were

made by it to the Petitioner. Therefore, the claim of the Petitioner is not maintainable either on facts or in law.

6. The Operational Creditor has filed Rejoinder on 22.01.2018 denying the averments made by the Corporate Debtor in its Counter. The Operational Debtor has stated that no document has been filed by the Corporate Debtor to substantiate its appointment as a facilitating agent by METCO. It has been submitted that it is the Corporate Debtor who had approached and engaged the Operational Creditor's freight services and not METCO. There was no contact or communication between the Operational Creditor and METCO at any point of time. Invoices, admittedly accepted by the Corporate Debtor without any protest, decide the contractual obligations of the Corporate Debtor and its liability. The operational creditor further submitted that *the e-mail communications dated 27.08.2016 and 03.11.2016 only record that the Corporate Debtor had undertaken to clear the amounts claimed in four (4) invoices and that there was no*


dispute raised over the services rendered or the amounts payable at any point of time by the Corporate Debtor, prior to notice of Section 8 of the I&B Code, 2016.

The Operational Creditor has stated that there was no privity of contract between the Operational Creditor and METCO. As expressly admitted by the Corporate Debtor, any payments received were by way of RTGS directly from the Corporate Debtor's Bank account and not from METCO and there is not a single correspondence or a transaction to show that the Operational Creditor had a work contract with METCO.

It has been stated in the Rejoinder that the Corporate Debtor has chosen to remain silent on the fact pertaining to TDS deduction; throughout its counter, thereby admitted its contractual relationship with the Operational Creditor. Section 194C provides for deduction of tax @ 2% from payment of works contract made to a contractor or a sub-contractor, who is not an individual or a HUF and the works contract

mentioned including carriage of goods and passengers by any mode other than the railways.


It has been stated in the Rejoinder that the Corporate Debtor is not an agent of METCO as alleged by them and is bound by their own admission of the work contract with the Operational Creditor for carriage of goods by sea by deducting TDS from payments on 29.07.2016, prior to receipt of monies from the shipper. *Even, subsequent to the receipt of the Legal Notice dated 01.12.2016, the Corporate Debtor had assured complete payment of the outstanding by 31.03.2017 on call and made the first payment for Rs.9 Lakhs on 23.12.2016.*

The Operational Creditor has submitted that while on one hand the Corporate Debtor states that pre-carriage was done by METCO through other Customs Handling Agents only and not through the Corporate Debtor, on the other hand the Corporate Debtor admits pre-carriage on its part. The packing 

lists of METCO reflect the Corporate Debtor to be the pre-carrier.

The Operational Creditor finally submitted that neither dispute nor denial over the contents of the invoices was raised including the quality of the services rendered by the Operational Creditor to the Corporate Debtor till the commencement of legal action against the Corporate Debtor. In all possibilities, the Corporate Debtor cannot circumvent its liability, by involving third party.

7. The Corporate Debtor has filed the sur-rejoinder wherein the contents of the reply filed have been reiterated. Therefore, for the sake of brevity the same are not repeated again.

8. During the arguments, the Counsel for the Operational Creditor has submitted that assuming but not admitting that the Corporate Debtor is an agent, even then it is liable to make the payment of the 

outstanding debt with interest as claimed by the Operational Creditor. The Counsel has referred to the ruling of the **Apex Court** given in **Link International and Anr. Vs. Mandy National Paper Mills Ltd.**, reported in AIR 2005 SC 1417, wherein the Appellants/Respondents had acted as agents, and they were held personally liable to the Respondent/Petitioner for whatever loss had caused to the Respondent/Petitioner. While making this observation the Hon'ble Supreme Court referred to the provision of Section 233 of the Indian Contract Act, 1872. Section 233 is extracted as follows:-

"233. Right of person dealing with agent personally liable.—In cases where the agent is personally liable, a person dealing with him may hold either him or his principal, or both of them liable. —In cases where the agent is personally liable, a person dealing with him may hold either him or his principal, or both of them liable." Illustrations A enters into a contract with B to sell him 100 bales of cotton, and afterwards discovers that B was acting as agent for C. A may sue either B or C, or both, for the price of the cotton. A enters into a contract with B to sell him 100 bales of cotton, and afterwards discovers that B was acting as agent for C. A may sue either B or C, or both, for the price of the cotton."

The above stated provision permits the claimant to recover either from the agent or from the principal or from both.


9. From the pleadings, the sole issue that emerges is as follows:-

ISSUE:

Whether the corporate debtor is personally liable to make the balance payment to the operational creditor?

10. In order to put the controversy at rest, a critical analysis of the pleadings of the parties is necessary, that is as follows:-

a) A communication placed at page 24 of the typed set filed with the Application dated 15.7.2016, that was sent by the Corporate Debtor to the Operational Creditor giving tentative payment schedule provides as follows:-

*“ From : Biplab – M + R Shipping
Sent : 15 July 2016 12:11
To : Rajan
CC : Jayanta
Subject: Re: OUTSTANDING STATEMENT // M+R
LOGISTICS (I) PVT. LTD. *

*Dear Rajan Ji,
Attached is the tentative payment schedule we have prepared for settlement of your O/S based on the tentative payment schedule received from Metco.. The same is for your ready reference and perusal.”*

The payment schedule attached to the above communication is as follows:-

<i>Sl.No.</i>	<i>Description of payment</i>	<i>Tentative DT</i>	<i>Amount of payment</i>
<i>1</i>	<i>On A/c</i>	<i>09.08.2016</i>	<i>13,53,997</i>
<i>2</i>	<i>On A/c</i>	<i>21.08.2016</i>	<i>20,00,000</i>
<i>3</i>	<i>On A/c</i>	<i>29.08.2016</i>	<i>20,00,000</i>
<i>4</i>	<i>Final Payment</i>	<i>20.09.2016</i>	<i>5,35,829</i>

The above is the only admitted documentary evidence which proves that the communication was made between the Operational Creditor and Corporate Debtor on the basis of the terms which have been provided by METICO to the Corporate Debtor. This fact has been admitted by the Corporate Debtor under para 12 of their reply. There is no direct communication between the METICO and the

Operational Creditor as claimed by the Corporate Debtor.


b) Four Invoices were raised by the Operational Creditor against the Corporate Debtor which are as follows:-

- i. Invoice No.D00047 dated 26.04.2016 for Rs.1,353,996.98.*
- ii. Invoice No.D00048 dated 26.04.2016 for Rs.2,334,520.65.*
- iii. Invoice No.D00093 dated 16.05.2016 for Rs.1,359,766.70 and*
- iv. Invoice No.D00094 dated 16.05.2016 for Rs.841,541.32.*

From the above, the total amount becomes Rs.58,89,826/-, out of which, the Corporate Debtor has paid Rs.40,50,000/- during the period from 23.12.2016 till 26.03.2017, for which, TDS were credited by the Operational Creditor amounting to Rs.1,13,114/-

c) The packing lists placed at pages 21 to 23 of the typed filed with the Application clearly mentioned the name of the Corporate Debtor in the column of pre-carriage of the shipments, this fact has been admitted by the Corporate Debtor under para 21 of its reply.

d) The e-mail communications dated 27.08.2016 and 03.11.2016 record that the Corporate Debtor had undertaken to clear the amounts claimed in the four Invoices and there was no dispute raised over the services rendered or the amounts payable at any point of time by the Corporate Debtor.

e) It is on record that the part payments of Rs.40,50,000/- have been made by the Corporate Debtor to the Operational Creditor by way of RTGS directly from the Corporate Debtor's bank account and not from METCO. The Corporate Debtor has also credited the TDS, under Section 194C of the Income Tax Act that provides for deduction of tax @ 2% from payment of works contract made to a 

contractor or a sub- contractor, who is not an individual or a HUF and the works contract mentioned including carriage of goods and passenger by any mode other than the railways. The proof of TDS deductions has been placed at page 20 of the typed set filed with the Application. The Corporate Debtor did not rebut the said evidence. Thus, it clearly establishes the existence of business relationship between the Operational Creditor and Corporate Debtor. The Corporate Debtor has not placed any documentary evidence to show contrary to the same.

f) Even, subsequent to the receipt of the Legal Notice dated 01.12.2016, the Corporate Debtor had assured complete payment of the outstanding by 31.03.2017 on call and made the first payment for Rs.9 Lakhs on 23.12.2016.

Therefore, the defence taken by the Corporate Debtor that it merely acted as an agent falls flat to the ground and stands rejected. Hence, the Corporate


Debtor is held liable to pay the outstanding debt along with interest as claimed by the Operational Creditor.

However, it may not be out of place to record that the Counsel for the Corporate Debtor tried to convince this Authority that the Corporate Debtor is legally entitled to invoke the protection available to it under Section 230 of the Indian Contract Act, 1872 by citing the rulings as follows:-

- Union of India & another -vs- Chinoy Chibhani, AIR 1982 Cal. 365.
- Steel Authority of India -vs- Transworld Marine Ltd & anr., AIR 1982 Cal. 161.
- EID Parrys (India) Ltd -vs- Far Eastern Marine Transport Co. Ltd., And Chowgule Bros., 1988 - 1 LAW WEEKLY Pg. 320.
- Marine Container Services South P. Ltd -vs- Go Go Garments, AIR 1999 SUPREME COURT Pg. 80-
- Midland Overseas -vs- CMBT Tana and ors AIR 1999 BOMBAY Pg. 401.
- K.M.Shankaran -vs- The District Collector and anr. 2004(2) CURRENT TAMILNADU CASES Pg.101,
- Prem Nath Motors Ltd -vs- Anurag Mittal, AIR 2009 SUPREME COURT Pg. 567.
- Arbee & Company, Madras -vs- Shri Govind Dall Mills, rep by Partners A.N.G.Ravindran & Ors., (2001)2 MADRAS LAW JOURNAL Pg. 687

- Union of India –vs- Cheyenna Compania Naviera S.A. rep by its agent M/s. Panagotis A.Lemas & Associates Ltd & anr., -(1974) 1 MADRAS LAW JOURNAL Pg.
- ***The Oriental Insurance Co. Ltd.vs. P.S.T.S. & Sons Pvt. Ltd,*** (2015) IMLJ 604.

But, none of the authorities can be made applicable to the facts of the case on hand, as the facts of this case are distinguishable from the facts of the cases cited.

10. The Operational Creditor has complied with Section 9(3)(b) & (c) of the I&B Code, 2016, by filing Affidavit, which is placed at pages 61 and 62 of the typed set filed with the Application, wherein, under para 3, it has been deposed that the Corporate Debtor has not given any notice to the Operational Creditor as regards any pending litigations or arbitration proceedings initiated by it, disputing the said unpaid operational debt, and the Bank certificate pertaining to HDFC Bank, Ravipuram, Ernakularm is placed at pages 63 and 64 of the typed set filed with the Application, which has not been objected to by the Corporate Debtor. 

11. The Operational Creditor has fulfilled all the requirements of law for admission of the Application. This Bench is satisfied that the Corporate Debtor has committed default in making payment of the outstanding debt as claimed by the Operational Creditor. Therefore, CP/724/(IB)/CB/2017 is admitted and the commencement of the Corporate Insolvency Resolution Process is ordered which ordinarily shall get completed within 180 days, reckoning from the day this order is passed.

12. The moratorium is declared which shall have effect from the date of this Order till the completion of Corporate Insolvency Resolution Process, for the purposes referred to in Section 14 of the I&B Code, 2016. It is ordered to prohibit all of the following, namely :-


- (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 (54 of 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.

13. The supply of essential goods or services of the Corporate Debtor shall not be terminated or suspended or interrupted during moratorium period. The provisions of Sub-section (1) of Section 14 shall not apply to such transactions, as notified by the Central Government.

14. The Operational Creditor has not proposed the name of IRP, therefore, Mr. Premachandram D, is 

appointed as IRP, whose name find mentioned in the Panel of Insolvency Professionals recommended by the IBBI. There is no disciplinary proceedings pending against the IRP and his name is reflected in IBBI website. The IRP is directed to take charge of the Corporate Debtor's management immediately. The IRP is also directed to cause public announcement as prescribed under Section 15 of the I&B Code, 2016 within three days from the date the copy of this Order is received, and call for submissions of claim by the creditors in the manner as prescribed.

15. The IRP shall comply with the provisions of Sections 13 (2), 15, 17 & 18 of the Code. The Directors of the Corporate Debtor, its Promoters or any person associated with the management of the Corporate Debtor are/is directed to extend all assistance and cooperation to the IRP as stipulated under Section 19 for the purpose of discharging his functions under Section 20 of the I&B Code, 2016.

16. The Operational Creditor and the Registry are directed to send the copy of this Order to IRP with immediate effect, so that he could take charge of the Corporate Debtor's assets etc. and make compliance with this Order as per the provisions of I&B Code, 2016.

17. The Registry is directed to communicate this Order to the Operational Creditor and the Corporate Debtor.

The e-mail and other details of the IRP are as follows: -

Mr. Premachandram D,
Regn No: (IBBI/IPA-001/IP-P00213/2017-18/10413)
Email: deepee51@outlook.com
Mobile No: 9448081740.

P. ATHISTAMANI


[CH.MOHD SHARIEF TARIQ]
MEMBER (Judicial)