


**NATIONAL COMPANY LAW TRIBUNAL
HYDERABAD BENCH**


PRESENT: HON'BLE SHR K. ANANTHA PADMANABHA SWAMY – MEMBER JUDICIAL
ATTENDANCE-CUM-ORDER SHEET OF THE HEARING HELD ON 04.10.2018 AT 10.30 AM

TRANSFER PETITION NO.	
COMPANY PETITION/APPLICATION NO.	CP(IB) NO. 462/7/HDB/2018
NAME OF THE COMPANY	ICOMM Tele Ltd
NAME OF THE PETITIONER(S)	L&T Infrastructure Finance Company Ltd
NAME OF THE RESPONDENT(S)	ICOMM Tele Ltd
UNDER SECTION	7 OF IBC

Counsel for Petitioner(s):

Name of the Counsel(s)	Designation	E-mail & Telephone No.	Signature
Shabbear Ahmed	Advocate	9160047784	

Counsel for Respondent(s):

Name of the Counsel(s)	Designation	E-mail & Telephone No.	Signature
K. Prathibha Reddy	Advocate	KANDI PRATHIBHA @GMAIL.COM	

ORDER

Order pronounced in Open Court. CP admitted. IRP
appointed. Vide separate order.


MEMBER JUDICIAL

**IN THE NATIONAL COMPANY LAW TRIBUNAL
HYDERABAD BENCH, HYDERABAD**

CP (IB) No. 462/7/HDB/2018
U/s 7 of the IBC, 2016 and Rule 4 of I&B
(Application to Adjudicating Authority) Rules, 2016

In the matter of ICOMM Tele Limited

L&T Infrastructure Finance Company limited

Having its registered office at

Brindavan, Plot No. 177, C.S.T Road, Kalina,

Santacruz (East), Mumbai, Mumbai City,

Maharashtra,

India – 400098.

...Financial Creditor/Petitioner

VERSUS

ICOMM Tele Limited,

Having its registered office at

Plot No. 40-46, Phase –I, IDA,

Cherlapally, HCL Post, Hyderabad,

Telangana,

India – 500051

...Corporate Debtor/Respondent

Order delivered on: 04.10.2018

Counsels Present:

For the Financial Creditor: Mr. Shabbeer Ahmed, Advocate

For the Corporate Debtor: Mr. K. Pratik Reddy, Advocate



ORDER

Per: K. Anantha Padmanabha Swamy, Member Judicial

1. Under Consideration is a Company Petition filed by M/s L&T Infrastructure Finance Company limited (in short, **“Petitioner/ Financial Creditor”**) against M/s ICOMM Tele Limited (in Short, **“Respondent/ Corporate Debtor”**) under Section 7 of the Insolvency and Bankruptcy Code, 2016 (in short, **“IB Code 2016”**) r/w Rule 4 of the Insolvency & Bankruptcy (Application to Adjudicating Authority) Rules, 2016 (for brevity, **‘IB Rules 2016’**).
2. Before proceeding with this matter, it would be appropriate to make a note of background facts for the purpose of determination of this petition.
3. The Petitioner/FC is a Limited Company incorporated and registered under the Companies Act, 1956, having its registered office at Brindavan, Plot No. 177, C.S.T Road, Kalina, Santacruz (East), Mumbai, Mumbai City, Maharashtra, India – 400098. Whereas the Respondent Company/CD is a Limited Company incorporated and registered under the Companies Act, 1956, Having its registered office at Plot No. 40-46, Phase –I, IDA, Cherlapally, HCL Post, Hyderabad, Telangana State – 500051. The Respondent Company is engaged in the business of manufacturers, installers, maintainers, buyers, sellers, hirers, exporters, importers, distribution, agents and

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dealers of and in electrical and electronic devices, components and accessories including communication antennas, wireless sets etc.,

4. The Learned Counsel appearing on behalf of the Petitioner/FC submitted that the Financial Creditor has sanctioned a Rupee Term Loan of Rs. 50,00,00,000/- (Rupees Fifty Crores) to the Corporate Debtor vide sanction Letter dated 21.07.2008 and Facility Agreement dated 22.08.2008 and further submitted that the Loan to be repaid in 50 equal monthly instalments, after a moratorium of 10 months from the date of first disbursement. However, the Corporate Debtor failed to pay the same and also failed in terms of the OTS envisaged under Master Restructuring Agreement. The total outstanding as on 31.05.2018, in respect of the above loan account is Rs. 44,54,91,937/- (Rupees Forty Four Crores Fifty Four Lakhs Ninety One Thousand Nine Hundred and Thirty Seven Only) payable by the Corporate Debtor to the Financial Creditor.
5. The Petitioner/FC has also enclosed the following details of the Financial Contracts with respect to facilities given by the Financial Creditor herein are as follows:
 - a. Sanction Letter dated 21.07.2008.
 - b. Facility Agreement dated 22.08.2008.
 - c. Deed of Hypothecation dated 22.08.2008.
 - d. Escrow Agreement dated 22.08.2008.



- e. Promoters Undertaking dated 22.08.2008.
 - f. Memorandum of Entry dated 12.07.2010
 - g. Copy of the Amended Facility Agreement dated 01.02.2012
 - h. Copy of the Master Restructuring Agreement (MRA) dated 30.11.2012.
 - i. Copy of Security Trustee Agreement dated 30.11.2012.
 - j. Copy of undated Amended MRA.
6. For the purpose of proving the existence of Financial Debt, the amount of debt and date of default, the following additional documents are also enclosed:
- a. Copy of Statutory winding up Notice dated 28.09.2015
 - b. Copy of settlement Proposal from the Corporate Debtor dated 13.06.2016
 - c. Copy of reply by the Applicant dated 20.06.2016 to the proposal of Corporate Debtor dated 13.06.2016.
 - d. Copy of letter dated 26.12.2016 addressed by the Financial Creditor in relation to OTS.
 - e. Copy of reply letter dated 16.03.2017 addressed by the Corporate Debtor in relation to OTS.
 - f. Copy of Financial Statement of Corporate Debtor for the period ending 31.03.2017.

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g. Copy of Letter dated 04.07.2018 issued by Corporate Debtor requesting the Financial Creditor not to initiate IBC Proceedings and undertaking to pay the debt.

h. Reply Letter dated 18.07.2018.

7. The Learned Counsel appearing on behalf of the Respondent/CD submitted that the Financial Creditor has sanctioned a loan amount of Rs. 50 Crores (Rupees Fifty Crores) vide sanction letter dated 21.07.2008 and Facility Agreement dated 22.08.2008. The Loan Agreement was re-scheduled vide Amendment dated 01.02.2012, wherein the Corporate Debtor agreed to repay re-scheduled amount in 15 monthly instalments commencing from 01.07.2012. However, the Corporate Debtor was unable to adhere to the said schedule of payment.
8. The Corporate Debtor also stated that it has taken loan from the consortium of 16 Banks and Financial Institutions. The current outstanding amount as per the record is around Rs. 1811.58 crores as on 31.03.2018. this includes the fund and non-fund facilities i.e., Bank guarantees.
9. The Corporate Debtor states that as per its Annual Report it has suffered huge loss for the last seven (7) consecutive Financial Years from the Financial Year 2010-11 to 2017-18.
10. The Corporate Debtor states that its present financial condition is precarious and is struggling to meet the day to day commitments. The Corporate Debtor is facing acute cash

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crunch and is unable to pay wages and salaries regularly to its employees. The Corporate Debtor has also delayed in payment of statutory dues like Service Tax, Provident Fund, ESI etc., all of this is reflected in the Annual Reports of the Corporate Debtor.

11. The Corporate Debtor states that it is not in a position to satisfy the claims of all the Financial Creditors including the present Financial Creditor herein as per the Master Restructuring Agreement dated 30.11.2012.

12. After hearing submissions of the Counsel for the Petitioner/FC and Counsel for Respondent/CD and having perused the record, this Adjudicating Authority is satisfied that the Petitioner has clearly made out a case by establishing that the Corporate Debtor has defaulted on payment dues on various occasions to the Petitioner. Also, the petitioner has proved by placing overwhelming evidence viz., Sanction Letter, Facility Agreement, Amended Facility Agreement, Master Restructuring Agreement, Security Trustee Agreement etc., which reveal that default have occurred for which the Corporate Debtor was responsible to pay. Therefore, I am of the opinion that the Petitioner has established clearly that the amount in default committed by the Corporate Debtor is genuine and is supported by the documentary evidence placed before this Adjudicating Authority. In the Circumstances, having satisfied with the submission put forth by the learned counsel for the Petitioner, I am hereby inclined to admit the Instant Petition.



13. Accordingly, the Instant Petition is admitted and this Tribunal Order the Commencement of the Corporate Insolvency Resolution Process which shall ordinarily get completed within 180 days, reckoning from the day of this order is passed.
14. I appoint Mr. Sreenivasa Rao Ravinuthala as Interim Resolution Professional (IRP) proposed by the Financial Creditor. That 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 Respondent/ Corporate Debtor's Management immediately. He is also directed to cause public announcement as prescribed under Section 15 of the I&B Code, 2016 within three days from the date of copy of this order is received and call for submissions of claims in the manner as prescribed.
15. I declare the moratorium 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. I order 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.

16. 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.

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

18. The Petitioner/FC as well as the Registry is directed to send the copy of this Order to IRP so that he could take charge

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of the Corporate Debtor's assets etc. and make compliance with this Order as per the provisions of I&B Code, 2016.

19. The Registry is also directed to communicate this Order to the Financial Creditor and the Corporate Debtor.

20. The address details of the IRP are as follows:—

Mr. Sreenivasa Rao Ravinuthala
Regn No. (IBBI/IPA-003/IP-N00081/2017-18/10704)
F26, Raghava Ratna Towers,
Chirag Ali Lane, Abids,
Hyderabad – 500001.



K. Anantha Padmanabha Swamy
Member Judicial