

IN THE NATIONAL COMPANY LAW TRIBUNAL
NEW DELHI, COURT - II

Item No. 5
(IB)-1744(ND)2019

IN THE MATTER OF:

Canara Bank

...

Applicant/Petitioner

Versus

M/s. Bulland Buildtech Pvt. Ltd.

...

Respondent

Under Section: 7 of IBC, 2016

Order delivered on 22.03.2021

CORAM:

SHRI. ABNI RANJAN KUMAR SINHA
HON'BLE MEMBER (J)

SHRI L.N. GUPTA,
HON'BLE MEMBER (T)

PRESENT:

ORDER

Order Pronounced in the Open Court today.



(L. N. GUPTA)
MEMBER (T)



(ABNI RANJAN KUMAR SINHA)
MEMBER (J)

NATIONAL COMPANY LAW TRIBUNAL
NEW DELHI BENCH (COURT-II)

(IB)-1744(ND)2019

IN THE MATTER OF:

**Canara Bank
(Erstwhile Syndicate Bank)
Stressed Assets Management Branch
C-34, 3rd Floor,
DDA Office Cum Shopping Complex,
Opp. Moolchand Hospital,
Lajpat Nagar, New Delhi-110024**

...Financial Creditor

VERSUS

**M/s Bulland Buildtech Private Limited
D-138, Flat No. 04, First Floor
Krishna Park, Khanpur
New Delhi-110082**

...Corporate Debtor

Section: 7 of IBC, 2016

Order Delivered on : 22.03.2021

CORAM:

SHRI. ABNI RANJAN KUMAR SINHA, HON'BLE MEMBER (J)

SHRI. L. N. GUPTA, HON'BLE MEMBER (T)

PRESENT:

For the Petitioner

: Mr. Hitesh Sachar, Advocate

For the Corporate Debtor

: Mr. Karan Malhotra, Advocate

(IB)-1744(ND)2019

Canara Bank Vs. M/s. Bulland Buildtech Pvt. Ltd.

ORDER

PER SHRI L. N. GUPTA, MEMBER (T)

The present Petition is filed under the Section 7 of the Insolvency and Bankruptcy Code, 2016 (for brevity, '**IBC, 2016**') read with Rule 4 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016 (for brevity, '**the Rules**') by the erstwhile Syndicate Bank (for brevity, '**Financial Creditor**') through its Authorized Representative Mr. Susheel Kumar Sharma Chief Manager, who is duly authorized vide Letter of Authority dated 09.07.2019, with a prayer to initiate the Corporate Insolvency process against M/s Bulland Buildtech Private Limited (for brevity, '**Corporate Debtor**').

2. Vide IA-4986/2020, the Financial Creditor made a prayer to substitute the name of the Syndicate Bank with the Canara Bank in terms of 'the Amalgamation of Syndicate Bank into Canara Bank Scheme, 2020 of the Government of India' notified vide G.S.R. 155(E) dated 4th March, 2020. The prayer was allowed vide Order of this Bench dated 05.02.2021.

3. The Corporate Debtor namely, M/s Bulland Buildtech Private Limited is a Company incorporated on 01.10.2003 under the provisions of the erstwhile Companies Act, 1956 with CIN No. U45201DL2003PTC122459, having its registered office at D-138, Flat No.04, First Floor, Krishna Park, Khanpur New Delhi-110080.

(IB)-1744(ND)2019 
Canara Bank Vs. M/s. Bulland Buildtech Pvt. Ltd.

4. The Authorized Share Capital of the Corporate Debtor Company is Rs.24,01,00,000 and its Paid-up Share Capital is Rs.23,85,00,000 as per the Master Data annexed.

5. It is submitted by the Financial Creditor that vide Loan Application dated 16.09.2015, the Corporate Debtor approached the Applicant Bank for sanction of certain credit facilities. It is added that the Financial Creditor acceded to the request and vide its Letter of Sanction dated 01.07.2016 bearing Ref. No. SL/9196/MCB/BULLAND/2016, sanctioned a Term Loan of Rs.37.80 Crore to the Corporate Debtor for financing a group housing residential complex namely, "Bulland Elevates" situated at Plot No. GH-03A, Sector 16C allotted by GNIDA admeasuring 20285.96 sq. mtrs. (5.01 acres).

6. As regards the amount of Default, it is averred by the Financial Creditor in the Part-IV of its Application that the total claim amount stands at Rs.32,88,97,430.60/-including interest. It is added that Rs.32,87,03,553.13/- is due against the Term Loan account bearing No. AT6OSL5162310008 and Rs.1,93,877.47/- is due against Account No. 919xxxxxxxxxx060. It is further added by the Financial Creditor that the account of the Corporate Debtor was classified as NPA on 29.06.2018, which is the Date of Default in the present case.

7. That the Financial Creditor has annexed the following documents duly executed by the corporate debtor in favour of the Applicant Bank :

- Copy of the Sanction Letter dated 01.07.2016,
- Composite Hypothecation Agreement dated 08.08.2016,
- Guarantee Agreements
- Affidavit and Undertaking Letter dated 08.08.2016,
- Copy of Demand Notice dated 30.06.2018 issued under Section 13(2) of SARFAESI Act 2002,
- Confirmation of Deposit of Title Deeds dated 09.08.2016
- Entries in the Bankers Book in accordance with the Bankers Books Evidence Act, 1891 etc.

8. It is stated by the Financial Creditor that in spite of repeated follow up, the Corporate Debtor took no steps to clear its dues. It is added that the Financial Creditor has also initiated proceedings under the SARFAESI Act 2002 against the Corporate Debtor.

9. That despite opportunities, the Corporate Debtor did not file reply. Therefore, its right to file reply was closed vide Order dated 17.03.2021 passed by this Bench. During the course of the arguments, the Corporate Debtor has failed to give any cogent reason as to why the CIR Process shall not be triggered against it.

10. In the light of above facts and circumstances, the Financial Creditor has been successful in establishing the 'default' pertaining to the Financial Debt. This Bench is, therefore, inclined to initiate CIR Process against the Corporate Debtor.

11. In the given facts and circumstances, the present Petition being complete and having established the default in payment of the Financial Debt for the default amount being above the threshold limit, **the Petition is admitted in terms of Section 7(5) of the IBC and accordingly, moratorium is declared in terms of Section 14 of the Code.**

12. As a necessary consequence of the moratorium in terms of Section 14(1) (a), (b), (c) & (d), the following prohibitions are imposed, which must be followed by all and sundry:

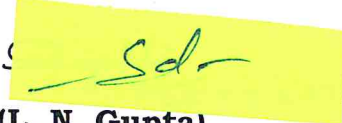
- “(a) The institution of suits or continuation of pending suits or proceedings against the corporate debtor including execution of any judgment, decree or order in any court of law, tribunal, arbitration panel or other authority;
- (b) Transferring, encumbering, alienating or disposing of by the corporate 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 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 the possession of the corporate debtor.”

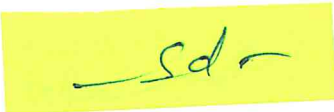
13. As proposed by the Financial Creditor, this Bench appoints Mr. Mahesh Taneja IP as IRP having Registration No. IBBI/IPA-002/IP-

N00739/2018-19/12326 (Email: maheshtaneja111@yahoo.in), subject to the condition that no disciplinary proceedings are pending against the IRP so named and disclosures as required under IBBI Regulations, 2016 are made by him within a period of one week from this Order. The IRP is directed to take the steps as mandated under the IBC specifically under Section 15, 17, 18, 20 and 21 of IBC 2016.

14. The Financial Creditor is directed to deposit Rs.2,00,000 (Two Lakh) only with the IRP to meet the immediate expenses. The amount, however, will be subject to adjustment by the Committee of Creditors as accounted for by Interim Resolution Professional and shall be paid back to the Financial Creditor.

15. A copy of this Order shall be communicated immediately by all modes to the Applicant/Financial Creditor, the Corporate Debtor and the IRP mentioned above by the Registry/Court Officer of this Tribunal. In addition, a copy of the Order shall also be forwarded by the Registry to the IBBI for their records.


(L. N. Gupta)
Member (T)


(Abni Ranjan Kumar Sinha)
Member (J)