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**BEFORE THE AJUDICATING AUTHORITY  
(NATIONAL COMPANY LAW TRIBUNAL)  
AHMEDABAD BENCH  
AHMEDABAD**

**C.P. (I.B) No. 18/7/NCLT/AHM/2017**


Coram:

**Present: Hon'ble Mr. BIKKI RAVEENDRA BABU  
MEMBER JUDICIAL**

**ATTENDANCE-CUM-ORDER SHEET OF THE HEARING OF AHMEDABAD  
BENCH OF THE NATIONAL COMPANY LAW TRIBUNAL ON 23.05.2017**

Name of the Company: IDBI Bank Ltd.  
V/s.  
Bhatia Global Trading Ltd.

Section of the Companies Act: Section 7 of the Insolvency and Bankruptcy  
Code

<u>S.NO.</u>	<u>NAME (CAPITAL LETTERS)</u>	<u>DESIGNATION</u>	<u>REPRESENTATION</u>	<u>SIGNATURE</u>
1.	BAIJU BHAGAT	ADVOCATE	APPLICANT	
2.				

**ORDER**

Learned Advocate Mr. Baiju Bhagat present for Financial Creditor/ Petitioner. None present for Corporate Debtor.

Order pronounced in open Court. Vide separate sheet.

  
**BIKKI RAVEENDRA BABU  
MEMBER JUDICIAL**

Dated this the 23rd day of May, 2017.

**BEFORE ADJUDICATING AUTHORITY (NCLT)  
AHMEDABAD BENCH  
AHMEDABAD**

**C.P. No. (IB) 18/7/NCLT/AHM/2017**

**CORAM: SRI BIKKI RAVEENDRA BABU, MEMBER JUDICIAL**

**Date: 23<sup>rd</sup> day of May, 2017**

**In the matter of:**

IDBI BANK LIMITED,  
Registered Office at  
IDBI Tower, WTC Complex,  
Cuffe Parade,  
MUMBAI-400005  
And Corporate Office at  
Specialised Corporate Branch,  
Upper Ground Floor,  
Captain C.S. Naidu Arcade,  
Near Grater Kailash Hospital,  
10-2, Old Palasia,  
INDORE-452001  
Madhya Pradesh

: Petitioner.  
Financial Creditor.

Versus

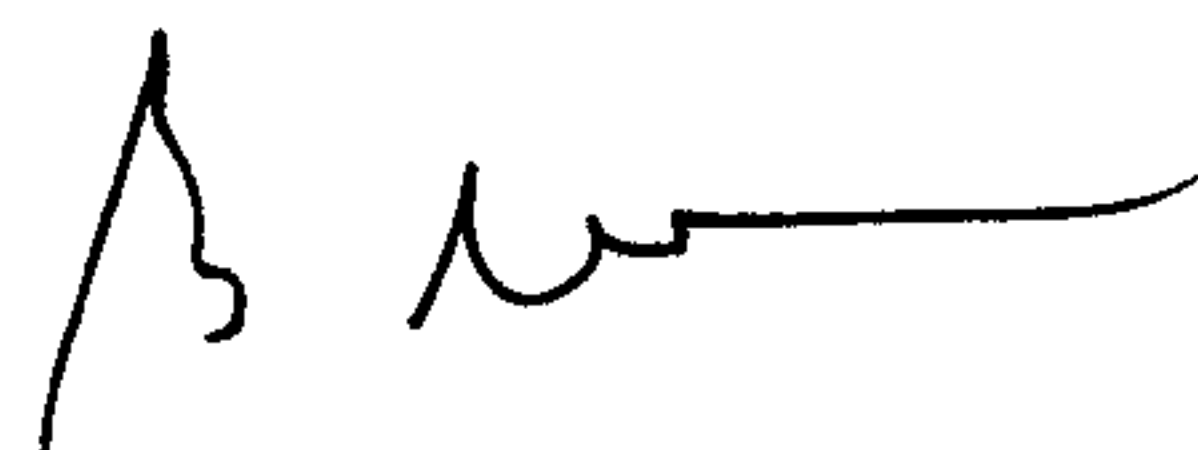
Bhatia Global Trading Limited,  
Registered Office at  
BCC House, 8/5,  
Manoramaganj,  
Navratan Bagh Main Road,  
INDORE-452001  
Madhya Pradesh

: Respondent  
Corporate Debtor.

**Appearance:**

Shri Baiju Bhagat, learned Advocate for Petitioner Financial Creditor.

None present for Respondent Corporate Debtor.



**FINAL ORDER**Pronounced on 23<sup>rd</sup> day of May, 2017

1. IDBI Bank Limited filed this Petition under Section 7 of The Insolvency and Bankruptcy Code, 2016 [hereinafter referred to as "the Code"] read with Rule 4 of The Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016 [hereinafter referred to as "the Rules"] seeking reliefs under Section 7(5)(a) and Section 13(1)(b) of the Code.
2. Bhatia Global Trading Limited is a Public Limited Company (hereinafter called as "Company") and was incorporated on 28.8.1991 under the Companies Act, having its Registered Office at BCC House, 8/5, Manoramaganj, Navratan Bagh Main Road, Indore, Madhya Pradesh.
3. The Authorised Share Capital of the Company is Rs. 46,30,00,000/-. The Paid-Up Share Capital of the Company is Rs. 45,96,71,890/-. The Main Object of the Company was to carry out the business of trading of Coal. IDBI sanctioned Working Capital Limits aggregating to Rs. 75.60 Crores comprising of Fund-based Limit of Rs. 5.00 Crores, and Non-Fund-based Limit by way of Inland Letter of Credit, Foreign Letter of Credit/Buyers Credit of Rs. 70.00 Crores and Review of Rupee Term Loan of Rs. 60.00 Lakhs. Subsequently, Forward Contract Limit of Rs. 10.00 Crores was sanctioned for the purpose of meeting Working Capital requirements aggregating to Rs. 85.00 Crores. The Company mortgaged its properties and created Charge by way of Hypothecation over the moveables of the Company. The Company also gave Irrevocable Corporate Guarantee for the financial assistance to the tune of Rs. 50.70 Crores granted and disbursed to Asian Natural Resources (India) Ltd., on 21.02.2009. The Company availed Rs. 75.00 Crores and LER facility (outside consortium) of Rs. 10.00 Crores from time to time. The Company also availed Fund-based Cash



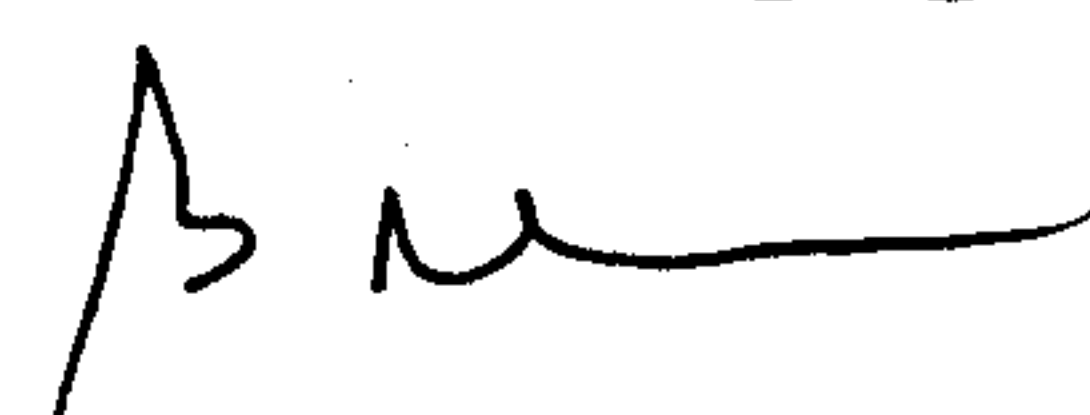


Credit Limit of Rs. 05.00 Crores. The Asian Natural Resources (India) Ltd., has also availed sums aggregating to Rs. 50.70 Crores which was secured by Corporate Guarantee of the Respondent Company.

4. In spite of repeated reminders given by the Petitioner Bank, Respondent Company did not choose to repay the amounts. According to the Petitioner, the outstanding Principal amount is Rs. 68,90,36,417.64 ps. and interest and liquidated damages, expenses to the tune of Rs. 13,13,76,401.77 ps., totalling Rs. 82,04,12,819.41 ps. Petitioner Financial Creditor issued Demand Notice dated 17<sup>th</sup> February, 2017 calling upon the Respondent Company to pay the aforesaid amount within a period of 15 days. The notice was duly served on the Respondent Company. Respondent Company, being a Corporate Guarantor, failed and neglected to pay the amount due and payable by Asian Natural Resources (India) Ltd, in its capacity as 'Principal Borrower'. Petitioner Bank issued a Notice dated 7<sup>th</sup> March, 2017 to the Respondent Company calling upon them to pay forthwith an amount of Rs. 38,31,06,744.44 ps., together with interest thereon with effect from February 18, 2017. The notice was served on the Respondent Company. Respondent Company neither made payment nor gave reply. According to the Petitioner, Respondent Company is liable to pay Rs. 82,04,12,819.41 ps., as 'Principal Borrower' and Rs. 38,31,06,744.44 ps. as 'Corporate Guarantor' to Asian Natural Resources (India) Ltd.

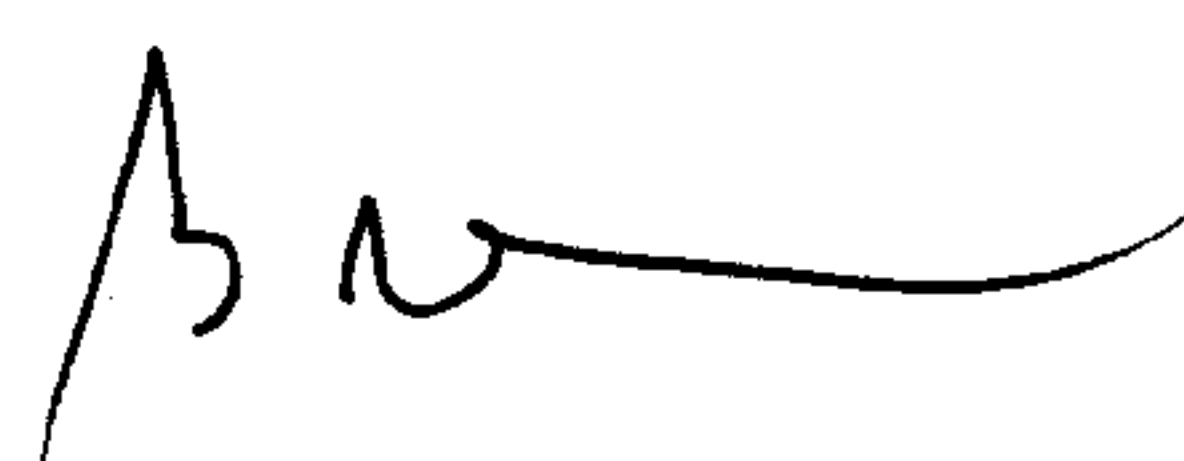
5. IDBI Bank Ltd., filed this Petition on 9.5.2017 before the Registry of this Adjudicating Authority. Proof of despatch of copy of this Petition on the Corporate Debtor is filed.

6. Petitioner Bank filed Deed of Hypothecation dated 17.3.2011; Notice of Invocation of Corporate Guarantee dated 07.3.2017; Certificate of Registration of Mortgage Charges dated



17.3.2011; Modified Certificate of Registration Charges dated 19.3.2011; Joint Working Capital Consortium Agreement dated 01.3.2011; Term Loan Agreement dated 17.3.2011; and Certificate under Bankers Books Evidence Act, dated April 15, 2017. The Revival Letter dated 20.12.2013; Revival Letter dated 25.8.2016; and Balance Confirmation Letter dated 02.4.2016 are filed before this Adjudicating Authority on 22<sup>nd</sup> May, 2017. The above documents clearly establish existence of default to the Financial Creditor. The material on record clearly establish that a default has occurred. The claim is based on equitable mortgage and continuing guarantee and Revival Letters. Hence, it is within time.

7. From the material on record, it is clear that there is no disciplinary proceedings pending against the Interim Resolution Professional, proposed by the Financial Creditor.
8. This Petition was listed before this Adjudicating Authority on 12.5.2017. This Adjudicating Authority directed the Financial Creditor to issue Notice of hearing. Financial Creditor, in compliance with the directions of this Adjudicating Authority, issued Notice of date of hearing and filed proof of despatch. On 17.5.2017, i.e., on the date of hearing, none remained present on behalf of the Corporate Debtor. The debt due to the Financial Creditor is a 'Financial Debt'. The Petition is complete in all respects. The 'Financial Debt' is defined in sub-section (8) of Section 5 of the Code.
9. In view of the above discussions, this Petition is admitted under Section 7(5) of the Code. This Adjudicating Authority is also appointing Company Secretary, Shri Nitin Hasmukhlal Parikh, residing at 7<sup>th</sup> Floor, 737, Fortune Tower, Sayajigunj, Vadodara-390005 (E-mail: [nitin\\_parron2000@yahoo.com](mailto:nitin_parron2000@yahoo.com)) having Registration No. IBBI/IPA-002/IP-N00058/2016-

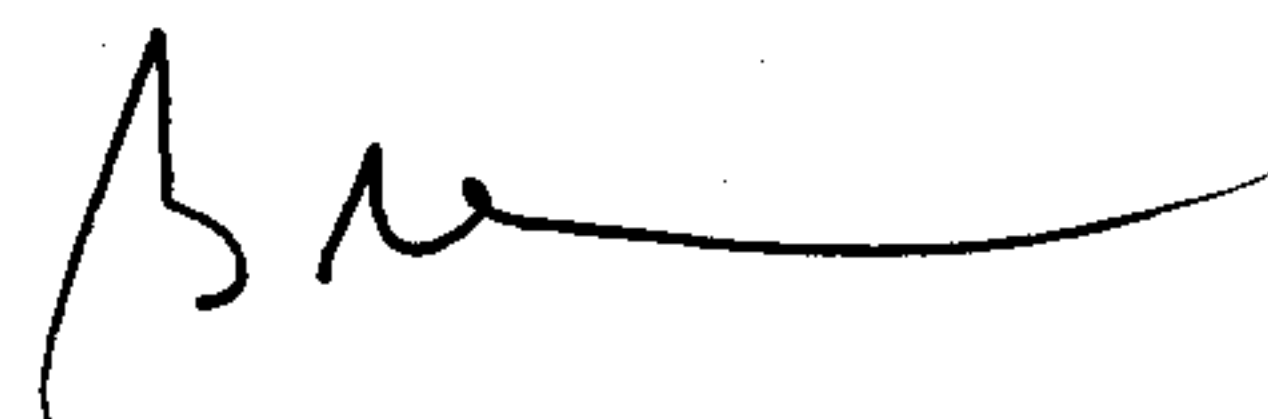




17/10110 as "Interim Resolution Professional" under Section 13(1)(b) of the Code.

10. Section 13 of the Code says that after admission of the application under Section 7, the Adjudicating Authority shall pass an order declaring a moratorium for the purposes referred to in Section 14. Therefore, in view of the commencement of the Insolvency Resolution Process with the admission of this Petition and appointment of the Interim Resolution Professional, this Adjudicating Authority hereby passes the order declaring moratorium under Section 13(1)(a) prohibiting the following as laid down in Section 14 of the Code;

- (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.




- (i) The moratorium order in respect of (a), (b), (c) and (d) above shall not apply to the transactions notified by the Central Government.
- (ii) However, the order of moratorium shall not apply in respect of supply of essential goods or services to Corporate Debtor.
- (iii) The Petitioner shall also make public announcement about initiation of 'Corporate Insolvency Resolution Process', as required by Section 13(1)(b) of the Code.

11. This order of moratorium shall be in force from the date of order till the completion of Corporate Insolvency Resolution Process subject to the Proviso under sub-section (4) of Section 14.

12. This Petition is ordered accordingly.

13. Communicate a copy of this order to the Petitioner Financial Creditor, and to the Interim Insolvency Resolution Professional, and to the Respondent Corporate Debtor.

  
**BIKKI RAVEENDRA BABU**  
**ADJUDICATING AUTHORITY**  
**MEMBER JUDICIAL**

*Pronounced by me in open court on  
this the 23<sup>rd</sup> day of May, 2017.*

*RmR*