

**IN THE NATIONAL COMPANY LAW TRIBUNAL
BENGALURU BENCH**

**CP (IB) No.122/BB/17
U/s 7 of Insolvency & Bankruptcy Code, 2016**

**IN THE MATTER OF
NEW AGE REAL PROPERTIES LLP**

Order delivered on: 17th January 2018

Coram: Hon'ble Shri Ratakonda Murali, Member (Judicial)
Hon'ble Shri Ashok Kumar Mishra, Member (Technical)

Between:

**M/s New Age Real Properties LLP,
Sy.No. 230/A2,
Velemala, Patancheru,
Hyderabad-502300 -**

Petitioner /Financial Creditor

AND

**M/s Bhuvana Infra Projects Private Limited,
Flat No.528, K.R Garden, 6th Block, First Floor,
Koramangala, Bangalore. -**

Respondent/Corporate Debtor

For the Petitioner (s) : Dr. KV.Srinivas, Advocate

For the Respondent(s) : Mr. K.Ravichandra Mohan, Advocate

Per: Hon'ble Shri Ratakonda Murali, Member (Judicial) - Author

Heard on: 10/11/2017, 17/11/2017, 06/12/2017, 19/12/2017 & 08/01/2018

ORDER

This Application is filed by **Financial Creditor New Age Real Properties, LLP** under Section 7 of Insolvency and Bankruptcy Code, 2016 to initiate Insolvency Resolution Process against the Corporate Debtor **M/s. Bhuvana Infra Projects Private Limited.**

The Financial Creditor was incorporated on 16th April 2013 having LLP Identification Number: **AAB-4663**. The Registered Office of the LLP is situated at Sy.No.230/A2, Velemala, Patancheru, Hyderabad-502300.

The Corporate Debtor M/s. Bhuvana Infra Private Limited was incorporated on 27th February, 2011 having CIN No. **U45202KA2011PTC056969**. The Registered Office of the Corporate Debtor is situated at #528, First Floor, K.R. Garden, 6th Block, Koramangala, Bangalore-560095. A copy of Certificate of Incorporation, Memorandum of Association and Articles of Association is shown as **Annexure-7** of the Application.

The Financial Creditor has proposed the name of Shri. Pavan Kankani having Registration Number IBBI/PA-002/IP-N00368/2017-18/11062 residing at F-45,5-9,1121, 1st Floor, Agarwal Chambers, King Kothi, Hyderabad-500001, email-id:fcspavan@gmail.com.

The Financial Creditor has averred that, it had made available to the Corporate Debtor a Corporate Loan facility to the tune of Rs 80,00,000/- (Rupees Eighty Lakhs only). The Financial Creditor has disbursed the said amount by way of RTGS from its account maintained with Karnataka Bank Ltd., as shown hereunder:

Date	Bank	Mode	Favouring	Amount Rs.
05/12/2013	Karnataka Bank Ltd.,	RTGS	Bhuvana Infra-structure Pvt. Ltd.,	1,50,000/-
17/12/2013	Karnataka Bank Ltd.,	RTGS	Bhuvana Infra-structure Pvt. Ltd.,	2,94,000/-
28/12/2013	Karnataka Bank Ltd.,	RTGS	Bhuvana Infra-structure Pvt. Ltd.,	3,43,000/-
04/01/2014	Karnataka Bank Ltd.,	RTGS	Bhuvana Infra-structure Pvt. Ltd.,	12,00,000/-
10/01/2014	Karnataka Bank Ltd.,	RTGS	Bhuvana Infra-structure Pvt. Ltd.,	33,61,000/-
29/01/2014	Karnataka Bank Ltd.,	RTGS	Bhuvana Infra-structure Pvt. Ltd.,	11,82,000/-
20/02/2014	Karnataka Bank Ltd.,	RTGS	Bhuvana Infra-structure Pvt. Ltd.,	2,94,000/-
04/03/2014	Karnataka Bank Ltd.,	RTGS	Bhuvana Infra-structure Pvt. Ltd.,	1,96,000/-
19/03/2014	Karnataka Bank Ltd.,	RTGS	Bhuvana Infra-structure Pvt. Ltd.,	6,86,000/-
07/05/2014	Karnataka Bank Ltd.,	RTGS	Bhuvana Infra-structure Pvt. Ltd.,	24,53,000/-
20/05/2014	Karnataka Bank Ltd.,	RTGS	Bhuvana Infra-structure Pvt. Ltd.,	2,94,000/-
28/05/2014	Karnataka Bank Ltd.,		Bhuvana Infra-structure Pvt. Ltd.,	1,00,000/-
Total				75,53,000/-

It is averred that, Corporate Debtor has executed the requisite loan documents and agreed to repay the loan on or before 31/12/2015 together with interest @ 18% P.A.


The Financial Creditor further averred in the Application that, the Corporate Debtor had paid only an amount of Rs 15,00,000/- (Rupees Fifteen Lakhs only) and requested for extension of time vide letter dated 31/12/2016. The financial Creditor agreed for extension of time by one year. However, Corporate Debtor committed default, but on the other hand asking for extension of time. Corporate Debtor also committed default to the loan availed from Bank of Maharashtra and the Bank in turn initiated action against Corporate Debtor. The amount due by Corporate Debtor as on 30/09/2017 was Rs. 1,09,09,396/- (Rupees One Crore Nine Lakhs Nine Thousand Three Hundred and Ninety Six only). Therefore, this Application.

The Corporate Debtor filed reply stating that, the Corporate Debtor has admitted that, it has approached the Financial Creditor for a loan of Rs 80,00,000/- (Rupees Eighty Lakhs only) which will be repayable in 12 instalments. The contention of Corporate Debtor that, the loan was disbursed on 12 occasions but not on 4 occasions as agreed which has resulting in inconvenience to the Company/Corporate Debtor. He also admitted that, it sought for extension of time for repayment of loan, as it could not recover money from its customers.

It is contended that, an amount of Rs 15.00 lakhs (Rupees Fifteen Lakhs only) was already paid and balance of Rs 65,00,000/- (Rupees Sixty Five Lakhs only) excluding interest is payable. The Corporate Debtor also undertakes to repay the same within 12 months.

We have heard both sides. The Financial Creditor relied on Demand Promissory Note dated 3rd December 2013 and also letter by Corporate Debtor dated 28th December 2015 seeking extension of time for repayment of loan amount, the copies of undated cheques issued by the Corporate Debtor towards repayment of outstanding of loan amount and the loan documents.

The Financial Creditor also filed its Bank Statement showing remittance of money through RTGS to the account of Corporate Debtor. The Financial Creditor further relied on legal notice issued to the Corporate Debtor and also the reply. The Financial Creditor further relied on recovery proceedings Notice dated 22/09/2017 issued by the Bank of Maharashtra.



The Corporate Debtor admitted availing loan of Rs 80,00,000/- (Rupees Eight Lakhs only) from Financial Creditor. The Corporate Debtor had paid only Rs 15,00,000/- (Rupees Fifteen Lakhs only) towards part of discharge to the loan. The Financial Creditor admitted the same and there is no dispute with regard to the balance of loan amount together with interest payable by corporate Debtor to the Financial Creditor.

The Corporate Debtor contended that, it would pay the amount in 6 (six) months time extended by financial Creditor which was also expired and Corporate Debtor fail to pay the amount. The Financial Creditor is able to established default by corporate Debtor and there is absolutely no dispute with regard to liability of Corporate Debtor to discharge remaining balance of the loan amount. Therefore, Financial Creditor is able to establish default of the loan amount. The Financial Creditor also furnished the details of Insolvency Resolution Professional and there is no disciplinary proceedings pending against him. The Financial Creditor has complied the provisions of section 7 (3) of Insolvency & Bankruptcy Code. Petition is therefore to be admitted under section 7 (5) (a) of I & B Code. In the result Petition is admitted.

Hence, This Bench admits this petition under Section 7 of Insolvency and Bankruptcy Code, 2016 declaring Moratorium with the following directions:

- i. That this Bench hereby prohibits the institution of suits or continuation of pending suits or proceedings against the corporate debtor including execution of any judgement, decree or order in any court of law, tribunal, arbitration panel or other authority; transferring, encumbering, alienating or disposing of by the corporate debtor any of its assets or any legal right or beneficial interest therein; any action to foreclose, recover or enforce any security interest created by the corporate debtor in respect of its property including any action under Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002; the recovery of any property by an owner or lessor where such property is occupied by or in the possession of the corporate debtor.
- ii. That the supply of essential goods or services to the corporate debtor, if continuing, shall not be terminated or suspended or interrupted during moratorium period.
- iii. That the provisions of sub-section (1) of Section 14 shall not apply to such transactions as may be notified by the Central Government in consultation with any financial sector regulator.

- iv. That the order of moratorium shall have effect from 17th January 2018 till the completion of the corporate insolvency resolution process or until this Bench approves the resolution plan under sub-section (1) of Section 31 or passes an order for liquidation of corporate debtor under Section 33, whichever is earlier.
- v. That the public announcement of the corporate insolvency resolution process shall be made immediately as specified under section 13 of the code.
- vi. That this Bench hereby appoints **Mr. Pavan Kankani**, Registration No. IBBI/IPA-002/IP-N00368/2017-18/11062, residing at F-45, 5-9, 1121, 1st Floor, Agarwal Chambers, King Kothi, Hyderabad-500001, email-id:fcspavan@gmail.com as Interim Resolution Professional to carry the functions as mentioned under the Insolvency & Bankruptcy Code.



(ASHOK KUMAR MISHRA)
MEMBER, TECHNICAL



(RATAKONDA MURALI)
MEMBER, JUDICIAL
