

IN THE NATIONAL COMPANY LAW TRIBUNAL  
MUMBAI BENCH

CP (IB) -382/I&BP/MB/2018

Under Section 7 of the I&B Code, 2016

In the matter of

Edleweiss Asset Reconstruction Co. Ltd.  
Edelweiss House, Off CST Road,  
Kalina, Mumbai 400 098.

.... Petitioner

Vs.

RTIL Ltd.  
Marathon Innova IT Park,  
B2/ 501 & C-501,  
5<sup>th</sup> Floor, Off. G.K. Marg,  
Lower Parel (West),  
Mumbai - 400103.

.... Respondent

Order delivered on : 10.04.2018

**Coram:**

Hon'ble Mr. Bhaskar Pantula Mohan, Member (J)  
Hon'ble Mr. V. Nallasenapathy, Member (T)

For the Petitioner: Mr. Rahul Dev, i/b Argus Partners

For the Respondent: Mr. Chirag Mody, Ms. Dharti Pandya, a/w Mr. Ashok Purohit

Per: V. Nallasenapathy, Member (T)

**ORDER**

Order pronounced on 06.04.2018

1. Edleweiss Asset Reconstruction Co. Ltd. (hereinafter called "EARC"), the Assignee of debts by Export Import Bank of India (EXIM Bank), has sought the Corporate Insolvency Resolution Process of RTIL Limited (hereinafter called the 'Corporate Debtor'), under Section 7 of Insolvency and Bankruptcy Code, 2016 (hereafter called the 'Code') read with Rule 4 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016, on the ground, that the Corporate Debtor committed default on 10.04.2013 in repayment of various facilities granted by EXIM Bank to the Corporate Debtor to the extent of ₹66,72,67,735/-.

2. The Counsel for the Corporate Debtor candidly admitted that as claimed by EARC in this Petition, the debt is due and there is a default also.



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3. The Petition reveals that credit facilities were sanctioned by Exim Bank (Assignor of the Applicant) pursuant to the execution of the following agreements:

- a) First Supplemental Working Capital Consortium Agreement dated 27.07.2009 by which an amount of ₹7,93,00,000/- was granted by the EXIM Bank in favour of the Corporate Debtor.
- b) Second Supplemental Working Capital Consortium Agreement dated 24.12.2010 by which an amount of ₹12,93,00,000/- was granted by the Exim Bank in favour of the Corporate Debtor.
- c) Third Supplemental Working Capital Consortium Agreement dated 16.11.2011.
- d) Renewal -cum - Enhancement of Fund based Pre-shipment credit limit from ₹12,93,00,000/- to ₹32,93,00,000/- vide its letter dated 27.3.2012 for financing execution of export orders under Exim Bank's Pre-shipment Credit Programme.
- e) Dual Currency Pre-shipment Loan Agreement dated 28.3.2012 enhancing the credit facilities granted from ₹12,93,00,000/- to ₹32,93,00,000/-.

4. The Petitioner submitted that a sum of ₹23,79,53,076, ₹15,00,00,000, and ₹36,04,18,837 was disbursed to the Corporate Debtor by the EXIM Bank in three loan accounts from 28.12.2011 to 29.01.2013. The credit facilities were secured by an equitable mortgage over the immovable property of the Corporate Debtor and also by hypothecation of the entire current assets of the corporate debtor.

5. The Petitioner in addition to the documents mentioned in supra enclosed the following documents in proof of debt and default:

- a) Copy of assignment agreement dated 28.03.14 executed by the EXIM Bank in favour of the Petitioner.
- b) Copies of the Form-CHG I and certificate of registration of charge and modification of charge in favour of the Petitioner.



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- c) Demand Notice under section 13(2) of SARFAESI Act, 2002 dated 15.10.15.
- d) Copy of Statement of Account of the Corporate Debtor certified by EXIM Bank.
- e) Copy of the Statement of Account of the Corporate Debtor as shown in the books of the Petitioner.

6. The Petitioner further enclosed the final order dated 30.01.2017 passed by DRT, Bengaluru, in OA number 1341 of 2014, filed by consortium of banks against the Petitioner and three others wherein a decree was passed for sum of ₹11,15,93,83,035/-. Further Recovery Certificate No. 11422 dated 09.02.2017 issued by the said tribunal for ₹11,15,93,83,035/- is also enclosed.

7. The Petitioner even though named an Interim Resolution Professional in his petition, subsequently agreed to name Mr. Venkatesan, D 301, Sreevasta Residency, 10 GN Mills Post, Mettupalayam Road, Coimbatore, Tamil Nadu- 641029, Registration No. IBBI/IPA-001/IP-P00123/2017-18/10265 as Interim Resolution Professional, who was named by Finquest Financial Solutions Pvt. Ltd, the Petitioner in CP No. 346 of 2018 filed against the Corporate Debtor and the respective counsels for the Petitioners in CP No.346 of 2018 and in this Petition filed memo to that effect.

8. This Adjudicating Authority, on perusal of the documents filed by the Creditor, is of the view that the Corporate Debtor defaulted in repaying the loan availed and also placed the name of the Insolvency Resolution Professional to act as Interim Resolution Professional and there being no disciplinary proceedings pending against the proposed resolution professional, therefore the Application under sub-section (2) of section 7 is taken as complete, accordingly this Bench hereby admits this Petition prohibiting all of the following of Item-1, namely:



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- I (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 (SARFAESI Act);
- (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.
- (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 06.04.2018 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, as the case may be.
- (V) That the public announcement of the corporate insolvency resolution process shall be made immediately as specified under section 13 of the Code.



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(VI) That this Bench hereby appoints Mr. Venkatesan, D 301, Sreevasta Residency, 10 GN Mills Post, Mettupalayam Road, Coimbatore, Tamil Nadu- 641029, Registration No. IBBI/IPA-001/IP-P00123/2017-18/10265 as Interim Resolution Professional to carry the functions as mentioned under the Code.

9. Accordingly, this Petition is admitted.

10. The Registry is hereby directed to communicate this order to both the parties within seven days from the date order is made available.

Sd/-

V. NALLASENAPATHY  
Member (Technical)

Sd/-

BHASKAR PANTULA MOHAN  
Member (Judicial)



Certified True Copy  
Copy Issued "free of cost"  
On 17.04.2018

  
Assistant Registrar  
National Company Law Tribunal Mumbai Bench