



Bank of India assigned the debt to CFM Asset Reconstruction Pvt. Ltd. Thus, when CFM Asset Reconstruction Pvt. Ltd. (Financial Creditor) has preferred IB-238/ND/2025 for initiation of CIRP qua Mrs. Sneh Raman Gupta (Personal Guarantor), another PG viz. Mr. Radha Raman Gupta has also preferred CP(IB)-631/ND/2023. Qua both the proceedings Mr. Deepak Thukral was appointed Resolution Professional. He has filed separate reports under Section 99 of the IBC, 2016. It is seen from Annexure B to IA-3099/2025 filed in CP(IB)-238/ND/2025 that requirement of Section 95(4) of IBC, 2016 has been met. The Resolution Professional has also indicated in his report that no such evidence as mentioned in Section 99(2) could be made available to him to espouse that the amount of debt was discharged. The relevant excerpt of the report of Resolution Professional to the effect reads thus:-

“22. It is submitted that the RP has tried his best and used all means to gather the information available for the preparation of the Report under Section 99 of the Code. It is further submitted that due diligence has been carried out by the RP with utmost diligence and sincerity.

III. REPORT IN COMPLIANCE TO TERMS OF SECTION 95 OF THE CODE READ WITH SECTION 99(6)(a) OF THE CODE

Pursuant to the provisions of Section 99(6) of the Code, the Resolution Professional shall examine the application and ascertain that

- a) The application satisfies the requirement set out in Section 95 of the Code; That the Personal Guarantor has not furnished any information till date. The present report has been prepared by the Resolution Professional based on the documents annexed to the petition filed by the Creditor and the documents/information provided by the Financial Creditor.”*



PROVISION	COMPLIANCE
Section 95(4)(a) of the Code: Details and documents relating to the debts owed by the debtor to the creditor or creditors submitting the application for Insolvency Resolution Process as on the date of application.	It is submitted that the Financial Creditor has provided the following documents in due compliance of Section 95(4)(a) of the Code: (a) Sanction Letter dated 19.02.2013 <u>(Annexure A-2 of the Petition)</u> (b) Personal Guarantee Deed dated 01.03.2013 <u>(Annexure A-3 of the Petition)</u>
Section 95(4)(b) of the Code: Details and documents relating to the failure by the debtor to pay the debt within a period of fourteen days from the service of the notice of demand.	It is submitted that the Demand Notice dated 04.01.2025 <u>(Annexure 18 of the Petition)</u> of the Petition) was issued to the Personal Guarantor under Form – B read with Rule 7(1) of the Insolvency and Bankruptcy (Application to Adjudicating Authority for Insolvency Resolution Process for Personal Guarantors to Corporate Debtors) Rules, 2019, demanding repayment of an amount of Rs. 21,87,04,900.33/- (Indian Rupees Twenty-One Crore Eighty-Seven Lakh Four Thousand Nine Hundred and Paise Thirty-Three Only), along with future and pendent lite interest. The said demand notice provided a statutory period of 14 days to repay the outstanding debt and was served on the Personal Guarantor on 21.01.2025 as per Annexure A-18 (Page 228) of the petition. However, the Personal Guarantor has miserably failed to make the payment as demanded in the said demand notice within the stipulated period.
Section 95(4)(c) of the Code: Details and documents evidencing default or non-repayment of debt.	It is the opinion of the RP that the Guarantee Agreements have been invoked through issuance of a Demand notice under section 13(2) of SARFEASI Act, 2002 dated 18.05.2024.



	<p>Further, the Petitioner has relied upon the following documents evidencing the default and the non-repayment of the debt:</p> <ol style="list-style-type: none">1. Personal Guarantee Deed dated 01.03.2013 <u>(Annexure 3 of the Petition).</u>2. Demand Notice dated 29.02.2016 issued u/s 13(2) of SARFAESI Act <u>(Annexure 4 of the Petition).</u>3. Copy of the notice dated 03.10.2017 u/s 13(4) of the SARFAESI Act <u>(Annexure 5 of the Petition).</u>4. Copy of Recovery Certificate dated 23.08.2019. <u>(Annexure 7 of the petition)</u>5. Copy of Demand Notice dated 18.05.2024 issued u/s 13(2) of SARFAESI Act. <u>(Annexure 14 of the petition).</u>6. Copy of Demand Notice dated 04.01.2025 served under Rule 7(1) of the Insolvency and Bankruptcy (Application to Adjudicating Authority for Insolvency Resolution Process of Personal Guarantors to Corporate Debtors) Rules, 2019 <u>(Annexure A-18 of the petition, Tracking report at Page 228)</u> duly delivered on 21.01.2025.
Section 95(5) of the Code:	The Petitioner has served a copy of the Petition to the Personal Guarantor on 04.04.2025 vide speed post.
The creditor shall also provide a copy of the application made under Sub-Section (1) to the debtor	Postal receipt has been attached along with the Petition. That the copy of the petition was served on 08.04.2025 as per the tracking report. Copy of the tracking report is annexed herewith and marked as <u>ANNEXURE B-7.</u>



<p>Section 95(6) of the Code:</p> <p>The Application should be in such form and manner and accompanied by such fee as prescribed</p>	<p>It is the opinion of the RP that the Petition has been filed in the prescribed format in accordance with Rule 7(2) of the Insolvency and Bankruptcy (Application to Adjudicating Authority for Insolvency Resolution Process of Personal Guarantors to Corporate Debtor) Rules, 2019. Further, the requisite fees of INR 2,000/- has been paid by the Petitioner.</p>
---	--

COMPLIANCE OF TERMS OF SECTION 99 OF THE CODE

PROVISIONS	COMPLIANCE
<p>Section 99(2) of the Code:</p> <p>Where the application has been filed under Section 95, the Resolution Professional may require the debtor to prove repayment of the debt claimed as unpaid by the creditor.</p>	<p>The RP, vide email dated 26.05.2025 followed by reminders dated 28.05.2025 and 02.06.2025, communicated with the Personal Guarantor. However, the Personal Guarantor failed to furnish any clarification regarding the repayment of the debt in subject matter.</p>
<p>Section 99 (3) of the Code:</p> <p>Where the debt for which an application has been filed by a creditor is registered with the information utility, the debtor shall not be entitled to dispute the validity of such debt.</p>	<p>Not Provided.</p>
<p>Section 99(4) of the Code read with Section 99(6)(b) of the Code</p>	<p>The Resolution Professional vide email dated 26.05.2025 and 27.05.2025 sent an email to the Personal Guarantor, Financial Creditor, and liquidator</p>



of the Corporate respectively intimating them regarding the appointment of the Resolution Professional and requested for provision of requisite information and documents required for the preparation of the report. This was followed by multiple reminders dated 28.05.2025 and 02.06.2025 to the Personal Guarantor and Financial Creditor and 29.05.2025 to the Liquidator of the Corporate Debtor. However, despite the issuance of multiple reminders, the Personal Guarantor failed to furnish the requisite information and documents sought by the Resolution Professional. That the financial creditor submitted the documents as required by the Applicant/ Resolution Professional at the office of the Applicant. It is submitted that the Liquidator of the Corporate Debtor has provided following documents vide email dated 31.05.2025.

- a) *Current Status of Liquidation: - Greenworld International Private Limited is still under Liquidation. The Liquidation is at last stage. The consideration money in respect of sale of assets has been received. The Assets are expected to be lifted by buyer by 15th June 2025. After successful conclusion of sale deal, the Liquidation estate funds will be distributed to member of SCC.*
- b) *Only One Financial Creditor claim has been admitted of M/s Union Bank of India amounting to INR 20,98,42,075/- (Later M/s Union Bank of India Assigned its loan to M/s CFM Asset Reconstruction Private Limited on 07th October 2024 is enclosed)*
- c) *The last valuation report dt28th January 2025 of plant and machinery is attached*
- d) *There is no distribution till date.*
- e) *The copy of last audited balance sheet is attached."*



2. With reference to the aforementioned, the Resolution Professional has made a recommendation that the petition preferred under Section 95 of IBC, 2016 may be admitted. The recommendation reads thus:-

“RECOMMENDATIONS:

23. *Under Section 99(7) of the Code, the RP, upon examining the Petition and ascertaining the satisfaction of the requirements set out in Section 95 of the Code, has to recommend the acceptance or the rejection of the application filed by the Creditor for triggering Insolvency Resolution Process under Chapter III of the Code.*
24. *That on perusing the application filed by the Petitioner under Section 95 of the Code along with documents attached thereto, it is evident that the present petition under Section 95 maintainable and meets the criteria as laid down under the provisions of the Code.*
25. *Further, the Petition filed under Section 95 of the Code is within the stipulated limitation period. Hence, is maintainable.*
26. *That in view of the above-stated facts and circumstances, and on examining the documents available on record and based on the information available with the Resolution Professional provided by the CFM ARC, Financial Creditor in its Petition and by the Liquidator of Corporate Debtor; the Resolution Professional submits that the Petition filed by the Creditor bearing **CP (IB) No. 238/ND/2025** satisfies the requirement as stipulated under Section 95 of the Code. In the present matter there is one property situated at House No. I-61, South City- I, Phase- I, Gurgaon, Haryana, is jointly owned-50% by Mr. Radha Raman Gupta and 50% by Mrs. Sneha Lata and is presently mortgaged as security for a loan availed by the Corporate Debtor also the Personal Guarantor is willing to submit a repayment plan to settle all of his outstanding liabilities. Further, Radha Raman Gupta who is also Co-Guarantor for the same Corporate Debtor has filed Section 94 petition bearing IB No 631/ND/2023 which came up hearing on 11.06.2025 before NCLT, New Delhi Bench II on which date the Report of the RP under Section 99 (who is also the applicant herein) was sought to be placed on record and now has been adjourned to 3.7.25 when present matter is listed.*



In the view of the above, Mr. Deepak Thukral, the Resolution Professional appointed by this Hon'ble Adjudicating Authority, National Company Law Tribunal, New Delhi vide order dated 14.05.2025 (uploaded on 22.05.2025) in CP (IB) No. 238/ND/2025, hereby recommends the admission of the application to initiate the Insolvency Resolution Process. Furthermore, it is suggested that directions under Section 100 of the IBC, 2016 be issued, facilitating negotiations between the Personal Guarantor and the creditors for the meticulous preparation of a comprehensive repayment plan.”

3. As can be seen from the provisions of Section 100 of IBC, 2016 this Tribunal need to pass an order qua the Application preferred under Section 95(1) of IBC, 2016, with reference to the recommendation made by the Resolution Professional. In the present case, not only that Debtor/Personal Guarantor has not adduced any material to controvert the report/recommendation given by the Resolution Professional, but her husband viz. another Personal Guarantor qua the same debt has also preferred CP(IB)-631/ND/2023 for initiation of CIRP qua himself.

4. In the wake, we are left with no option but to accept the recommendation made by the Resolution Professional and allow IA-3099/ND/2025 and admit CP(IB)-238/ND/2025. Ordered accordingly.

5. It goes without saying that during the Insolvency Resolution Process, the RP shall give an opportunity to personal guarantor to submit her repayment plan. Nevertheless, before that the RP shall also carry the exercise in terms of the provisions of Section 100(2) of IBC 2016. For such purpose it would be open to the Respondents to appear before RP within 1 week from today.



6. There is no request by the RP for the purpose of conducting negotiation between the debtor and the creditors. As a sequel of admission of the present application, a moratorium shall commence in relation to all the debts of the Respondent. During the moratorium period – (a) any pending legal action or proceedings in respect of any debt qua the Respondent shall be deemed to have been stayed; (b) the creditors shall not initiate any legal action or legal proceedings in respect of any debt qua the Respondent; and (c) the debtors shall not transfer, alienate, encumber or dispose of any of the assets or his legal right or beneficiary interest therein. The moratorium shall cease to have effect at the end of period of 180 days.

7. A public notice shall be issued by the RP within seven days of passing of this order, inviting claim from all creditors within 21 days of such notice. The notice shall include details of the present order, particulars of the Resolution Professional with whom the claims have to be registered and the last date for the submission of the claims. The notice shall be – (a) published in two National Newspapers, one in English and other one Vernacular Language, in circulation in the State where the debtor resides; (b) affixed in the premises of this Adjudicating Authority; and (c) placed on the website of the Adjudicating Authority.

8. We are sanguine that the RP shall discharge all such duties as are incumbent upon him in terms of the provisions of Sections 102, 103, 104, 105, 106, 107, 108, 112 and 113 of IBC, 2016, with the due deference of the



procedure enshrined in Regulations 5, 7, 8, 9, 11, 12, 13, 14, 15 and 17 of IBBI (Insolvency Resolution Process for Personal Guarantor to Corporate Debtors) Regulations, 2019 and also in terms of the other extent provisions of the aforementioned code/ regulations and/or any other provisions of law applicable to him, in discharge of his duties as RP.

9. A copy of this order along with the copy of the application as also the report of Resolution Professional shall be provided to the Creditor (Applicant), Personal Guarantor (Respondent) and IBBI, by the Registry/Court Master within 7 days from today by email.

10. IA-3099/ND/2025 stands disposed of accordingly. To come up for consideration of Status Report to be filed by RP, within 8 weeks.

11. It goes without saying that whatever amount is paid to the creditor by the principal borrower (corporate debtor) and other guarantors would be deducted from the liability of the Respondent to repay.

**Sd/-
(RAVINDRA CHATURVEDI)
MEMBER (T)**

**Sd/-
(ASHOK KUMAR BHARDWAJ)
MEMBER (J)**

Iqraa/Ruchita