

**IN THE NATIONAL COMPANY LAW TRIBUNAL
HYDERABAD BENCH – II
VC AND PHYSICAL (HYBRID) MODE
ATTENDANCE CUM ORDER SHEET OF THE HEARING HELD ON
05.05.2026**

Company Petition IB/47/95/HDB/2025

U/s 95 of IBC

IN THE MATTER OF:

Bank of Maharashtra

Through Resolution Professional Mangesh Vitthal Kekre

...Petitioner

AND

MVK Sunil Kumar

...Respondent

C O R A M:-

SHRI. RAJEEV BHARDWAJ, HON'BLE MEMBER (JUDICIAL)

SHRI. SANJAY PURI, HON'BLE MEMBER (TECHNICAL)

ORDER

It has come to our notice that vide order dated 29.04.2026 in Company Petition (IB)/47/95/HDB/2025 the Company Petition number has been recorded as Company Petition (IB)/47/95/HDB/2024 instead of Company Petition (IB)/47/95/HDB/2025.

As the error is only typographical/clerical one. Therefore, the mistake is corrected. Hence, “**Company Petition (IB)/47/95/HDB/2024**” as recorded in the order dated 29.04.2026 be read as “**Company Petition (IB)/47/95/HDB/2025**”.

Rest of the contents of the order remain the same.

Sd/-

MEMBER (T)

Sd/-

MEMBER (J)

**IN THE NATIONAL COMPANY LAW TRIBUNAL
HYDERABAD BENCH – II
VC AND PHYSICAL (HYBRID) MODE
ATTENDANCE CUM ORDER SHEET OF THE HEARING HELD ON
29.04.2026 AT 10:30 A.M.**

**Company Petition IB/47/95/HDB/2025
U/s 95 of IBC**

IN THE MATTER OF:

Bank of Maharashtra

Through Resolution Professional Mangesh Vitthal Kekre

...Petitioner

AND

MVK Sunil Kumar

...Respondent

C O R A M:-

SHRI. RAJEEV BHARDWAJ, HON'BLE MEMBER (JUDICIAL)

SHRI. SANJAY PURI, HON'BLE MEMBER (TECHNICAL)

ORDER

Orders pronounced, recorded vide separate sheets. In the result, this Petition is dismissed.

Sd/-

MEMBER (T)

Sd/-

MEMBER (J)

**IN THE NATIONAL COMPANY LAW TRIBUNAL
HYDERABAD BENCH-II**

Company Petition (IB)/47/95/HDB/2024

[Application u/s. 95 of the Insolvency and Bankruptcy Code, 2016 r/w Rule 7(2) of the Insolvency and Bankruptcy (Application to Adjudicating Authority for Insolvency Resolution Process of Personal Guarantors to Corporate Debtors) Rules, 2019]

BANK OF MAHARASHTRA

Branch Office: Stressed Asset Management
Branch, H.No. 4-3-448 to 460 & 465 to 468,
1st Floor, 'Vinoothna Pittie's Majesty', Gopalbagh,
Near Bank Street, Koti, Hyderabad – 500001

Through Resolution Professional
Mangesh Vitthal Kekre
IBBI/IPA-001/IP-P00539/2017-18/10964
Office Address: 607, Chetak Centre,
RNT Marg, Near Hotel Shreemaya, Indore – 452001.

...Applicant/Financial Creditor

AND

MVK Sunil Kumar

Address: 11-20-12, Pulabhavi Street No.2,
Vijayawada – 500001.

.... Respondent No.1/Personal Guarantor

M/s Aditya Raiment Private Limited

Address: 1-11-222/4/1, 2nd Floor, Above
Levi's Showroom Begumpet, Secunderabad,
Telangana – 500016.

.... Respondent No.2/Corporate Debtor

Date of Order: 29.04.2026

Coram:

Shri Rajeev Bhardwaj, Hon'ble Member (Judicial)
Shri Sanjay Puri, Hon'ble Member (Technical)

Counsel/Parties present:

For the Petitioner : Ms. Ayushi Patidar, CA
For the Resolution Professional : Ms. Aashi Gupta, Ld. Counsel

[PER: BENCH]

ORDER

1. This Petition is filed by the **Bank of Maharashtra** (Financial Creditor/FC) under Section 95 of the Insolvency and Bankruptcy Code 2016 (IBC), read with Rule 7(2) of the Insolvency and Bankruptcy (Application to Adjudicating Authority for Insolvency Resolution Process for Personal Guarantors to Corporate Debtor) Rules, 2019 for initiation of Insolvency Resolution Process (**IRP**) against the Personal Guarantor (**PG**), **MVK. Sunil Kumar** of **M/s Aditya Raiment Private Limited**, Corporate Debtor (**CD**).

PETITION

2. The Petition states that the Corporate Debtor approached the Applicant for sanction of Cash Credit Limit to meet the Working Capital Requirement. Pursuant to the said request, the Applicant sanctioned a cash credit facility along with a bank guarantee of Rs.450.00 Lakhs and Rs.25.00 Lakhs respectively, vide sanction letter dated 28.09.2011.
3. It is stated that in respect of the said cash credit facility, the Respondent along with other personal guarantors executed personal guarantee agreement on 09.01.2012 by the Respondent with Applicant. The Applicant further stated that the cash credit facility was enhanced on 18.06.2012, which is summarized in the table given below:

(Amount in Lakhs)

S. No.	Particulars	Latest Sanction Date	Amount in INR in Lakhs	Guarantee Agreement
1.	Cash Credit Limit	18.06.2012	Rs.1600.00	22.06.2012
2.	Bank Guarantee	18.06.2012	Rs.25.00	22.06.2012
3.	Term Loan	18.06.2012	Rs.300.00	22.06.2012

4. It is further submitted by the Applicant that the Corporate Debtor failed to honour its repayment obligations and defaulted in repayment of all the credit facilities availed by him from the Applicant. Thus, the account was accordingly classified as a Non-Performing Assets (“NPA”).
5. A demand notice was issued by the Applicant to the Corporate Debtor and Personal Guarantors under Section 13(2) of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (SARFAESI) on 21.11.2014, calling upon them to repay the total outstanding amount of Rs.43,82,14,956.00/- (Rs.18,19,87,879.78/- excluding interests and penalties) in full within 60 days from the date of receipt of the notice. The Corporate Debtor and Guarantors failed to repay the outstanding amount despite issuance of the said notice. It is further stated that the Applicant thereafter sent a recall notice dated 19.01.2015 to the Personal Guarantor and Corporate Debtor.
6. It is pointed out that a demand notice was issued by the Applicant to the Personal Guarantors, including the Respondent, under Rule 7(1) of the Insolvency and Bankruptcy (Application to Adjudicating Authority for Insolvency Resolution Process for Personal Guarantors to Corporate Debtors) Rules, 2019 on 12.06.2024 requesting for payment of the unpaid debt in default. The Personal Guarantors failed to pay the loan amount demanded under the said notice. Hence, the present application is filed under Section 95 of the IBC, 2016.
7. This Adjudicating Authority, vide orders in Company Petition No.47/95/HDB/2025 dated 29.05.2025 appointed Mr. Mangesh Vitthal Kekre, Registration No. IBBI/IPA-001/IP-P00539/2017-18/10964 as Resolution Professional (RP) and directed the RP to submit a report under Section 99 of the IBC, 2016 within 10 days.
8. The RP filed a Report on 16.06.2025 through IA (IBC)/1008/2025 recommending the admission of the application filed under section 95 of IBC, 2016, which was allowed and disposed of on 07.07.2025.

9. The RP, after due examination of the application, documents filed along with the same, in addition to the compliance of sub-sections (1) to (10) of Section 99 of the Code, recommended admission of the Application citing the following grounds for admission of the present Application.
- a. The RP submits that the Corporate Debtor M/s Aditya Raiment Private Limited availed a Cash Credit Facility of Rs.450.00 Lakhs and a Bank Guarantee of Rs.25.00 Lakhs vide sanction letter dated 28.09.2011 from the Financial Creditor, which after modifications and enhancement came to Rs.1600.00 Lakhs for Cash Credit, Rs.25.00 Lakhs for Bank Guarantee, and Rs. 300.00 Lakhs for Term Loan in the year 2012. It is further stated that Respondent No. 1, being one of the Guarantors, provided his personal guarantee, and the Corporate Debtor's account was declared as NPA upon default.
 - b. According to the RP, a notice under Section 13(2) of the SARFAESI Act, 2002, was issued to the Personal Guarantor on 21.11.2014, calling upon the Corporate Debtor and the Personal Guarantor to repay the dues within 60 days.
 - c. It is stated that the Financial Creditor filed OA No. 751 of 2015 before the DRT, Hyderabad, on 18.06.2015, which was adjudicated, and a Recovery Certificate was issued by the Presiding Officer, DRT-I, Hyderabad, on 16.01.2019 **'Annexure-P6 of the RP report.**
 - d. The RP submits that since the debt remained unpaid, the Financial Creditor issued a demand notice dated 12.06.2024 to the Personal Guarantor in Form B under Rule 7(1) for the total outstanding debt of Rs.43,82,14,956.00 as on 12.06.2024, including interest, charges, and expenses.
 - e. The RP points out that an intimation was given to the Personal Guarantor at two different addresses provided by the Financial Creditor regarding the commencement of the process via speed post on 30.05.2025 seeking information in relation to filing of report.

One of the letters was delivered on 02.06.2025, while the other returned undelivered on 06.06.2025. It is further stated that an email was also sent to the Financial Creditor on 30.05.2025 seeking such information. The Personal Guarantor, MVK. Sunil Kumar, despite successful delivery at one address, has neither responded nor provided information in relation to the filing of the report. Based on confirmation from Respondent No.2 – Creditor that no repayment has been made, as also further examination of the application filed u/s 95, the applicant recommends acceptance of the petition filed u/s 95.

- f. The Resolution Professional, after duly examining the petition and documents provided by the creditor, sought further information, explanation, and evidence from the personal guarantor (Respondent No. 1) vide letter dated 30/05/2025, which is reproduced below:
- i) Current address, email, and contact number.
 - ii) Details of the personal guarantee provided by him in order to secure debt due to any financial institution, including Banks and NBFCs.
 - iii) Reasons why the application filed by Respondent No. 2 – Creditor under Section 95 should not be recommended for admission.
 - iv) Whether the guarantee provided by Respondent No. 1 has been invoked.
 - v) Whether full payment has been made against the said invocation of the personal guarantee.
 - vi) If yes, details of the payment made.
 - vii) If not, the amount of default.
 - viii) Detail of personal assets and liabilities as on the date of the order of the Hon'ble NCLT, i.e., 29/05/2025 or the latest Net

Worth Certificate.

- ix) Details of assets mortgaged with the Creditor – Bank of Maharashtra.
 - g. The RP states that, despite the successful delivery of intimation, the Personal Guarantor (Respondent No.1) has not responded till the date of filing of this report. The Bank had filed an OA before the Learned DRT, which is pending for orders. A cursory glance at the incomplete account statements showed recoveries by sale of assets; that he has not provided any personal guarantee to anyone; was not served with any notice or summons; had resigned as Director a long time ago; had not participated in the affairs or transactions of the company; and that the Bank has already sold properties and realised money.
10. The Personal Guarantor was set ex-parte vide order dated 24.03.2026.

ANALYSIS AND FINDINGS

- 11. Heard the Learned Counsel for the Applicant. Perused the records and the Report submitted by the Resolution Professional.
- 12. To recapitulate the factual matrix, the Corporate Debtor, M/s Aditya Raiment Private Limited, had initially availed credit facilities comprising a Cash Credit limit of Rs. 450.00 lakhs and a Bank Guarantee of Rs. 25.00 lakhs through the sanction letter dated 28.09.2011 issued by the Bank of Maharashtra. To secure these facilities, the personal guarantor, along with the other personal guarantors, signed a Guarantee Agreement¹ on 09.01.2012.
- 13. Subsequently, the credit facilities were enhanced on 18.06.2012 to a Cash Credit limit of Rs. 1600.00 lakhs, a Bank Guarantee of Rs. 25.00 lakhs, and a Term Loan of Rs. 300.00 lakhs. The execution of the guarantee establishes the subsisting debt and the Personal Guarantor's co-extensive nature with that of the Corporate Debtor.

¹ Page No.67-72 of the Petition.

14. On 21.11.2014, the Financial Creditor issued a demand notice under Section 13(2) of the SARFAESI Act, 2002 to the Corporate Debtor as well as the Personal Guarantors, calling upon them to discharge the outstanding liability within 60 days from the date of notice. The said notice specifically named the Personal Guarantors and constituted a clear invocation of the guarantee, particularly in view of Clause 5 of the Guarantee Agreement, which stipulates that the liability of the guarantor arises upon demand by the lender.
15. Despite the service of the demand notice, no repayment was made within the stipulated period. Accordingly, the date of default, insofar as the Personal Guarantor is concerned, is fixed as 20.01.2015 (i.e., upon expiry of 60 days from the date of the demand notice).
16. Thereafter, the Financial Creditor instituted O.A. No. 751 of 2015 before the Debts Recovery Tribunal, Hyderabad on 18.06.2015. The Tribunal, vide order dated 20.11.2018, allowed the application and directed the Corporate Debtor and the Personal Guarantors to pay the outstanding dues. Pursuant thereto, a Recovery Certificate was issued on 16.01.2019 by the Presiding Officer, DRT-I, Hyderabad, directing payment within 30 days, i.e., on or before 15.02.2019.
17. It is settled law that the issuance of a Recovery Certificate gives rise to a fresh cause of action for the purposes of limitation. In **B.K. Educational Services Pvt. Ltd. v. Parag Gupta & Associates**², the Hon'ble Supreme Court held that Article 137 of the Limitation Act, 1963 applies to applications under the Insolvency and Bankruptcy Code, 2016, prescribing a limitation period of three years. The Court further clarified that where a Recovery Certificate is issued, a fresh limitation period of three years would commence from the date of such a certificate
18. In the present case, the Recovery Certificate was issued on 16.01.2019, with the payment period expiring on 15.02.2019. Even if the limitation

² (2018) ibclaw.in 32 SC

is computed from the latter date, the three-year limitation period would ordinarily expire on 15.02.2022. In view of the order of the ***Hon'ble Supreme Court in In Re: Cognizance for Extension of Limitation***³, the period from 15.03.2020 to 28.02.2022 is to be excluded while computing limitation. Consequently, the limitation period stood extended, and would expire on 30.01.2024.

19. The present application, however, has been filed on 28.01.2025, i.e., well beyond the extended limitation period. Accordingly, the application is barred by limitation.

This CP(IB) No. 47/95/HDB/2025, filed under Section 95 of the IBC, 2016, is hereby **dismissed**.

Sd/-
SANJAY PURI
MEMBER (TECHNICAL)

Sd/-
RAJEEV BHARDWAJ
MEMBER (JUDICIAL)

Apoorva

³ (2022) ibclaw.in 02 SC