

Case Citation: (2026) ibclaw.in 2323 NCLT
IN THE NATIONAL COMPANY LAW TRIBUNAL
AHMEDABAD
COURT – 2

ITEM No.301
C.P.(IB)/202(AHM)2025

Proceedings under Section 9 IBC

IN THE MATTER OF:

GBL Chemical Limited

V/s

United Petrofer Limited

.....Applicant

.....Respondent

Order delivered on: 29/06/2026

Coram:

Mrs. Chitra Hankare, Hon'ble Member(J)

Dr. Velamur G Venkata Chalapathy, Hon'ble Member(T)

ORDER

This case is fixed for pronouncement of order

The order is pronounced in open court vide separate sheet.

Sd/-

DR. V. G. VENKATA CHALAPATHY
MEMBER (TECHNICAL)

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CHITRA HANKARE
MEMBER (JUDICIAL)

**NATIONAL COMPANY LAW TRIBUNAL
AHMEDABAD BENCH (COURT-II)**

CP (IB) No. 202 of 2025

(Under section 9 of Insolvency and Bankruptcy Code 2016)

IN THE MATTER OF:

GBL Chemical Limited

C Wing 1802, Lotus Corporate Park, Off
Western Express Highway, Jai Coach,
Goregaon East, Mumbai,
Maharashtra, India, 400063

...Applicant
(Operational Creditor)

Versus

United Petrofer Limited,

Having registered address at:
Survey No. 92, Block-A, B, C, Illaxy
Compound, Opp. Navin Flourine,
Bhestan, Surat, Gujrat, India, 395023

.....Respondents
(Corporate Debtor)

Order pronounced on 29.06.2026.

Coram:

**MRS. CHITRA HANKARE
HON'BLE MEMBER (JUDICIAL)**

**MR. VELAMUR G. VENKATA CHALAPATHY
HON'BLE MEMBER (TECHNICAL)**

Sd/-

Sd/-

Appearance:

For the Applicant : Mr. H.N. Negi, Adv. a.w. Mr. Arjun Padhiyar, Adv.
For Respondent : Mr. Jaimin, Dave, Adv. a.w. Ms. Hirva Dave, Adv.

JUDGEMENT

1. This application is filed under Section 9 of IBC. The Corporate Debtor (CD) is a public limited company. The Operational Creditor (OC) is a regular supplier of materials to the CD as per purchase orders received. Accordingly, invoices were raised stating that payment shall be made within 30 days of receipt of goods. The CD made payments of invoices raised up to 10.10.2024. Till that date, the OC continued to supply goods. The date of default is 10.11.2024, and the last payment was received on 28.11.2024.
2. The Applicant further stated that the CD issued seven cheques towards consideration and payment of invoices, totalling Rs. 1,26,27,808/-. All cheques were dishonoured due to insufficiency of funds in their account on 04.12.2024. The Applicant initiated action under Section 138 of the Negotiable Instruments Act for dishonour of cheques. Various communications were made with the CD, but it failed to make payment. Finally, the Applicant issued a demand notice to the

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CD, which was not replied to. The application is filed within limitation; hence, it is prayed that the CD be admitted into CIRP.

3. By way of affidavit, the Respondent submitted that the petition is nothing but an abuse of the process of law, filed with an ulterior motive to extort money by arm-twisting the Respondent CD. The demand notice issued itself is defective and inadmissible as it is signed by a person without proper authorisation. The Applicant, being a juristic person, should have appropriate authorisation to act on its behalf. The Board Resolution was passed only for initiating proceedings under the Negotiable Instruments Act and not under the IBC. The person who sent the demand notice is not authorised by the Board Resolution.
4. The Respondent further contended that the date of default mentioned in the petition and in the demand notice are different. In the demand notice (dated 21.05.2026) the date of default is mentioned as 10.11.2024, whereas in Form No. 3 the date of default is mentioned as 04.12.2024. In NESL notice and the Section 9 application, the date is mentioned as

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29.09.2024. For the same transactions, different dates are mentioned. Thus, the petition itself is defective.

5. It is further submitted that there are also discrepancies in the principal outstanding amount mentioned at various places, i.e., in Form No. 5, Form No. 3, another notice in Form No. 3, and Form D, which shows that the petition is defective. It is further submitted that the extract under the GST Act, as well as bank statements for the relevant period, have not been furnished by the Applicant.
6. The Respondent further contended that different purchase orders are wrongly clubbed together in one petition. There exists a prior dispute with respect to the alleged debt, but the Applicant has suppressed these material facts. The Respondent submitted that it had a commercial relationship with the Applicant for many years; however, since September 2024, it started receiving complaints from buyers. The Respondent addressed these issues to the Applicant, making him aware of the pre-existing dispute between the parties. The Respondent also sent an email dated 21.10.2024 to the Applicant raising disputes regarding the quality of products,

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which was much before the issuance of the demand notice by the Applicant. There were many correspondences indicating the pre-existence of disputes in respect of goods supplied by the Applicant. There was also WhatsApp communication dated 18.03.2025 regarding the dispute. The Applicant itself was aware of the delay in supply of goods and the existence of prior disputes between the parties. The CD had to suffer due to delay and short supply of goods. Therefore, the Respondent informed the Applicant regarding its claim for damages and losses before receipt of the demand notice. From time to time, the Respondent brought to the notice of the Applicant issues regarding the quality of goods, and the Applicant, acknowledging the same, assured settlement of the account by issuing credit notes.

7. The Respondent further submitted that the Applicant claimed a principal amount of Rs. 1,30,98,944/- as outstanding. Out of the same, the Respondent had remitted a sum of more than Rs. 1 crore through bank transfers during the period from May 2024 to November 2024. The Applicant has admitted receipt of payment till 10.10.2024. For the remaining amount, the purchase orders are not placed on record. The delivery

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challans and invoices produced do not bear any acknowledgment of the Respondent. It is further stated that the CD issued post-dated cheques with specific instructions not to deposit the same, as they were given only towards security. It is further stated that the Respondent has given another four post-dated cheques, and therefore the amount is reduced to the extent of Rs. 71,68,358/-, which is below the threshold limit to invoke the provisions of Section 9 of the IBC.

8. It is further submitted that there was no formal contract or agreement for levy of any interest. Though debit notes were raised, the Applicant is not entitled to claim any interest. The demand notice dated 17.03.2025 is different from the demand notice dated 21.05.2025, both produced by the Applicant. The demand notice dated 17.03.2025 did not reach the officials of the Respondent, and therefore they could not reply to it. Even otherwise, they can still point out the pre-existing dispute. The Respondent is not liable to pay anything to the Applicant.

9. The Respondent further submitted that it is a viable unit having great commercial prospects. Its share capital is Rs. 40 lakh and its paid-up share capital is Rs. 21,34,700/-. It is a

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leading supplier of Industrial Lubricant Additives and Packages. It has a positive net worth, employs more than one hundred workers, and has a huge turnover. It is unfathomable that it would not be in a position to repay the amount of Rs. 1,30,98,944/- unless there is a dispute with regard to the said claim. It is a going concern having bright prospects. There is no legal basis for seeking winding up of the CD. The petition is misconceived and liable to be dismissed.

10. Heard Ld. Counsel for the Applicant and Ld. Counsel for the Respondent perused written submission filed by them and relevant judgments were cited.

11. Admittedly, different dates of default are mentioned by the Applicant. On perusing page nos. 82, 83 and 84 of the Application, i.e., Form-3 Demand Notice dated 17.03.2025, and Form-3 Demand Notice dated 21.05.2025 at page nos. 116 and 117, the date of default is mentioned as 29.09.2024. Whereas, in the Application under Part IV at page no. 11, the date of default is specifically mentioned as 10.11.2024. In the NESL Certificate in Form-D, the date of default is also mentioned as 29.09.2024. Thus, three different dates of

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default are relied upon by the Applicant. The Respondent stated in the written submissions that the OC failed to refer to the appropriate date of default and that the date of default mentioned in the Demand Notice dated 17.03.2025 cannot be changed subsequently. As against this, the Applicant stated in the written submissions that though the Demand Notice dated 17.03.2025 was served upon the CD, no reply was received. It has further stated that the multiple dates cited pertain to different invoices and the dates of dishonour of cheques arising out of a single continuous running account and commercial relationship.

12. It is further stated that the purpose of declaring the date of default is primarily to determine whether the petition is barred by the law of limitation. Thus, according to him, even if different dates of default are mentioned, those are irrelevant and can only be seen for the purpose of limitation.

13. Both the parties have relied upon many judgments of the Hon'ble Supreme Court on the point of date of default, however, no emphasis is provided. It appears that the Applicant is not sure about the date of default and, therefore,

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various dates of default are relied upon. Two separate Demand Notices were also issued referring to different dates of default. This is a serious lacuna in the Application and cannot be ignored. The Respondent also pointed out discrepancies in the principal outstanding amount mentioned at various places, i.e., in Form-5 and Form-3, etc. as shown in the table by the Respondent, which is reproduced here for ready reference:-

In form-5 application		In form -3 Demand Notice dated 17.03.2025		In Form-3 Demand Notice dated 21.05.2025	In Form - D: Record of Default
Amount due	Amount in default	Amount due	Amount in default	Amount due as well as in Default	Amount Due as well as in Default
At Column No. 1 under Part-IV (Page No. 5) amount mentioned as Rs. 1,30,98,944/-	At Column No. 2 under Part-IV (Page No. 11) amount mentioned as Rs. 1,26,37,808/-	At Column No. 1 of the Table (Page Nos. 81 & 82) amount mentioned as Rs. 1,30,98,944/-	At Column No. 2 of the Table (Page Nos. 82 & 83) amount mentioned as Rs. 1,26,37,808/-	At Column Nos. 1(a) and 2(a) of the Table (page No. 116) amount mentioned as Rs. 1,30,98,944/-	Amount mentioned as Rs. 1,30,98,944/- at page Nos. 6 & 7 of the Additional Affidavit dated 24.07.2025 filed by the petitioner.

14. The Respondent also disputed the Board Resolution dated 10.12.2024, which is only given for filing a complaint under

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Section 138 of the Negotiable Instruments Act and not for filing the Section 9 Application. On perusing the said Resolution, the said Resolution stated as, "*RESOLVED FURTHER THAT Mr. Rajiv Ram Nagar, Authorized Representative of our company be and is hereby authorized to file complaint before Metropolitan Magistrate for offence under section 138 of Negotiable Instrument Act, 1881 against UNITED PETROFER LIMITED having its Address at Survey no. 92, Block A, B, C, Illaxy Compound, Opposite Navin Flourine, Bhestan, Surat, Gujarat, India 395023.*"

15. The main objection raised by the Respondent is regarding a pre-existing dispute. According to the Respondent, it had raised a dispute before the issuance of the Demand Notice dated 17.03.2025. It is stated that not issuing a notice of dispute against the Demand Notice does not debar the CD from pointing out a pre-existing dispute. According to the Respondent, since September 2024, it had started receiving complaints from buyers and, therefore, addressed the issues pertaining to the goods supplied by the OC. It has given instances of supplies made on 30.09.2024, and an email was addressed on 21.10.2024 to the OC raising a dispute

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regarding the quality of the products. The email clearly shows that the product could not be used and requested the OC to do neutral pasting, which shows that the dispute was raised against the same supplies. The OC raised invoices for an aggregate amount of Rs. 50,74,000/-, and the same is also claimed as outstanding. The Respondent submitted that if these two invoices are excluded, the default amount would be less than the threshold limit. The Respondent also brought on record other communications showing a pre-existing dispute, i.e. WhatsApp communication dated 18.03.2025. As against this, the Applicant submitted that the Respondent had not filed any reply to the Demand Notice nor issued any notice of dispute. While considering the date of the email relied upon by the Respondent, it is clearly seen that the Respondent had raised a dispute much prior to the issuance of the Demand Notice.

16. The Applicant has not given any satisfactory explanation regarding the email sent raising the dispute. The Applicant further submitted that the objections regarding the formatting of Form-5, non-production of GST filings, and minor variations in bank statement records are only procedural

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irregularities and such defects are curable. As the pre-existing dispute was raised by the Respondent before the notice, the conditions for admitting the Section 9 Application are not fulfilled.

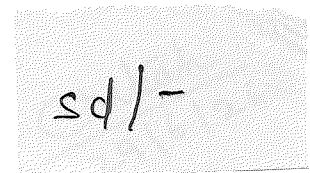
17. According to the Respondent, there was no formal agreement or contract to charge any interest on unpaid invoices; hence, the OC cannot claim interest. It is further submitted that the cheques were given towards security. The claim of the OC was reduced to the extent of Rs. 71,68,358/- which is below the threshold limit. It is further submitted that the CD is a going concern and a viable company. It has a positive net worth and more than one hundred workers. Therefore, there is no legal basis for seeking winding up of the CD.

ORDER

CP(IB) No. 202 of 2025 is rejected and disposed of .



DR. V.G. VENKATA CHALAPATHY
MEMBER (TECHNICAL)



CHITRA HANKARE
MEMBER (JUDICIAL)