

**NATIONAL COMPANY LAW TRIBUNAL  
DIVISION BENCH, COURT – II  
CHENNAI**

**ATTENDANCE CUM ORDER SHEET OF THE HEARING OF NATIONAL  
COMPANY LAW TRIBUNAL, CHENNAI BENCH, HELD ON 19.06.2026 AT  
10.30 A.M. THROUGH VIDEO CONFERENCING:**

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**CORAM : SHRI. JYOTI KUMAR TRIPATHI, HON'BLE MEMBER (JUDICIAL)  
SHRI. RAVICHANDRAN RAMASAMY, HON'BLE MEMBER (TECHNICAL)**  
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**APPLICATION NUMBER : IA(IBC)/1453(CHE)2025**  
**PETITION NUMBER : CP(IB)/1423(CHE)2019**  
**NAME OF THE APPLICANT : T.A.Raman Rep. by his Power of Attorney  
Mr. T.A.Kesavan**  
**NAME OF THE RESPONDENT(S) : Mr. Ebenezar Inbaraj Liquidator of Land  
Mark Housing Projects Chennai Pvt Ltd**  
**UNDER SECTION : Sec 42 of IBC,2016**  
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**ORDER**

Present : Ld. Counsel Mr.S.Satish for the Applicant.

Ld. Counsel Mr.B.Thilak Narayanan for the Respondent.

Vide separate order pronounced in open court, **IA(IBC)/1453(CHE)2025**

is Dismissed.

**Sd/-  
RAVICHANDRAN RAMASAMY  
Member (Technical)**

**Sd/-  
JYOTI KUMAR TRIPATHI  
Member (Judicial)**

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IN THE NATIONAL COMPANY LAW TRIBUNAL,  
DIVISION BENCH – II, CHENNAI

I.A. (IBC) / 1453 / (CHE) 2025

In

CP (IBC) / 1423 (CHE) / 2019

*(Filed under Section 42 of Insolvency and Bankruptcy Code, 2016 Read with Rule 11 of the National Company Law Tribunal Rules, 2016)*

**T. A. RAMAN,**

Flat No. 6, 1<sup>st</sup> Floor,  
No. 9/6, C P Ramaswamy Road,  
Alwarpet, Chennai – 600 018.

.... Applicant

Vs.

**MR. EBENEZAR INBARAJ,**

Liquidator of Landmark Housing Projects Chennai Private Limited  
397, Precision Plaza,  
No. 23, Third Floor, Anna Salai,  
Teynampet, Chennai-600 018

.... Respondent / Liquidator

Order Pronounced on 19<sup>th</sup> June 2026

**CORAM:**

**Shri. JYOTI KUMAR TRIPATHI, MEMBER (JUDICIAL)**

**Shri. RAVICHANDRAN RAMASAMY, MEMBER (TECHNICAL)**

**Present:**

**For Applicant** : S. Satish, Hariprasad. P, Advocates

**For Respondent** : B. Thilak Narayanan, P. Prasanth, Advocates

**ORDER**

***(Heard through hybrid mode)***

This application has been filed by T. A. Raman, under Section 42 of Insolvency and Bankruptcy Code 2016 r/w Rule 11 of NCLT Rules 2016 as requested by the Applicant, for following reliefs as provided hereunder:

*“a) To set aside the order of the Respondent/Liquidator sent vide email dated 03.07.2025 rejecting the claim of the Appellant and consequently direct the Liquidator to process the claim of the Appellant in accordance with law*

*b) To pass such further orders as this Hon’ble Tribunal may deem fit and proper in the facts and circumstance of the case.”*

## **2. SUBMISSIONS BY THE APPLICANT:**

2.1 It is submitted that this Tribunal vide order dated 29.04.2021 admitted the Corporate Debtor into CIRP in CP / 1423 / IB / 2019. Also, this Tribunal vide order dated 16.04.2025 admitted the Corporate Debtor into Liquidation in IA (IBC) / 34 (CHE) / 2025.

2.2 It is submitted that the Respondent had issued Public announcement in Form B, stating 25.05.2025 as the last date for submission of claims. It is further submitted that the Appellant herein has vide email dated 22.05.2025 submitted its claim as financial creditor of by filing the Form D dated 07.05.2025 for an amount of Rs 91, 09,375/- (Rupees Ninety One Lakhs Nine Thousand Three Hundred and Seventy Five) of which the Principal amount is Rs. 25,00,000/- (Rupees Twenty Five Lakh) and the interest is Rs. 66,09,375/- (Rupees Sixty Six Lakh Nine Thousand Three Hundred Seventy Five).

2.3 It is also stated that the respondent vide email dated 11.06.2025 had sought certain clarifications from the appellant. It is stated that the same was explained along with the documents sought vide email dated 17.06.2025.

2.4 However, it is submitted that the respondent vide email dated 03.07.2025 rejected the claim giving the following reason:

*" .... I hereby inform you that the claim filed by you rejected as the same is barred by limitation. Further payments were made where to the Promotor personal accounts. The MOU dated 12.02.2020 has not been acted upon, lapsed and barred by limitation."*

2.5 It is submitted that the Respondent is aware of the fact that the name of the Appellant is recorded in the balance sheet of Landmark Housing Projects Chennai Private Limited as on 31.03.2023 for an amount of Rs. 25,00,000/-.

2.6 It is also submitted that the Hon'ble Supreme Court in the case of Asset Reconstruction Company (India) Limited Vs Bishal Jaiswal & Anr in CIVIL APPEAL NO.323 OF 2021, it was held that the an entry made in a balance sheet of a corporate debtor would amount to an acknowledgement of liability under Section 18 of the Limitation Act.

2.7 It is submitted that the MoU between the appellant and the Corporate Debtor is dated 12.02.2020. It is further stated that the claim is filed within limitation and cannot be rejected by the respondent.

### **3. SUBMISSIONS OF THE RESPONDENT LIQUIDATOR:**

3.1 It is submitted by the respondent in the reply dated 24.08.2025 that the Jindal Steels had filed an application against the Corporate Debtor, M/s. Landmark Housing Projects Chennai Private Limited under Section 9, which was admitted into CIRP vide order dated 29.04.2021 in CP / 1423 / 2019.

3.2 It is further submitted that a resolution plan was accepted by the CoC, which was approved by this tribunal vide order dated 27.06.2022 in IA (IBC) / 417 (CHE) / 2022. However, the promoters failed to comply with the agreed terms of the resolution plan. Hereby, it is stated that the CD is a MSME and hence, the promoters were allowed to participate and submit the resolution plan. Thereby, it is stated that this tribunal vide order dated 16.04.2025 had ordered liquidation of the Corporate Debtor in IA / IBC / 34 / CHE / 2025.

3.3 It is submitted that the Applicant had submitted a claim for an amount of Rs.91,09,375/- as a Unsecured Financial Creditor, enclosing an alleged Memorandum of Understanding dated 12.02.2020, which was stated to be executed by the applicant and the Corporate Debtor. It is further stated that there was an another MoU executed between T. Udayakumar and Shiram Srinivasan.

3.4 It is submitted that vide email dated 11.06.2025 addressed to the Applicant, the applicant had demanded certain clarifications for the claim verification, which is as follows:

*“a) Kindly provide the details of the disbursement of loan to the Corporate Debtor with proof of Bank transfer as claimed by you;*

*b) Kindly explain how the interest arrived when the MOU itself is silent in agreeing any interest claimed by you;*

*c) Please produce any other Legal Document in your possession and to substantiate as Financial Creditor except MOU as MOU may not be treated as legally binding document;*

*d) In spite of having knowledge of the CIRP, you have not filed any claim before IRP/RP please give reasons for the same;*

*e) You claim that you have been paid interest up to 2015, please provide a Ledger up to date reflecting the principal amount disbursed and amount of interest received from the date of disbursing loan to CD;*

*f) Please confirm that you have not purchased a Flat or have any other transaction with CD; and*

*g) Please produce any legal action taken against the CD for recovery of your loan lent.”*

3.5 It is submitted that vide email dated 17.06.2025, the applicant had attached a ledger from the company-in-liquidation for the period between 17.05.2013 to 31.03.2014 and also stated that the ledger shows an amount of Rs. 25,00,000/-. However, it is stated that the applicant had not placed any document on record to prove the disbursement of amount to the CD.

3.6 It is submitted that Respondent upon examining all the records furnished on behalf of the Applicant, in support of his claim has rejected the same holding that the claim is time barred and that payments claimed to have been made is the personal Account of the Promotor and the MOU dated 12.02.2020 has not been acted upon, lapsed and barred by limitation. It is further submitted that the communication to that effect was sent vide an email dated 03.07.2025.

3.7 It is submitted that the Applicant had placed heavy reliance on the entry made in Books of Accounts of the subject Company in his name and on the strength of the said entry, the Applicant contended that his claim is alive.

3.8 It is submitted that the applicant had placed a MoU dated 26.08.2010 as the evidence of the claim, however, stated that the company was not even incorporated as on the said date. Also, it is submitted that the name of Applicant has been added in the later Financials of the subject Company, in connivance of the Auditor of the said Company, in the Trade Payable, although the claim of the Applicant has not been filed as an Operational Creditor and instead as a Financial Creditor. Further, it is stated that there was no proof of the carrying trade with the applicant had been placed on record.

3.9 It is additionally submitted that there were many received by him in Form-D as Financial Creditors, pursuant to the Public Announcement made by him, which were made without any proof of disbursement, no Bank Transfer details, no loan documents and in some cases, the amounts were allegedly paid even before the incorporation of the subject Company and the said amounts were said to have been made personally to T.Udayakumar, and further interests were being claimed without any basis, in some cases the rate of interest on the claim is made contrary to the documents relied on by them. At this stage, it is stated that the respondent had enquired with the Promoter and the Finance Team, whereby it was informed that the then Statutory Auditor of the Company-in-liquidation, A.Srinivasan is the reason for creating fraudulent claims who is well aware that the Company was admitted into CIRP during, 2021 itself and no claim was filed during CIRP. It is necessary to point out here that the said A.Srinivasan has also

acted as Authorised Representative/Power Agent of similar Claimants, who were connected with A.Srinivasan.

3.10 It is submitted that the said A.Srinivasan holds Registered Sale Agreements of 3 Flats, including the above one. Electricity Connections, Taxes also stand in the name of the said A.Srinivasan in respect of the above 3 Flats. It is stated that there had been a direct conflict of interest in the matter and the collusion and intention to defraud the Company-in-liquidation is evident. It is also submitted that although the said A.Srinivasan though has resigned as the Statutory Auditor of the subject Company is possessing all the records and Tally Data and using the same to file false claims.

3.11 It is submitted that when the claim was under consideration and even after being rejected, the said A.Srinivasan, the then Statutory Auditor of the Company-in-liquidation, appeared before the Respondent for this Applicant as well as few other Claimants and made false, time barred claims and attempted to justify the same.

#### **4. REJOINDER BY THE PETITIONER:**

4.1 It is submitted in the rejoinder filed by the petitioner that the Respondent had suppressed the fact that the main object of Corporate Debtor as per the Memorandum of Association is extracted as follows:

*"To takeover all the Assets and Liabilities of the proprietorship firm M/s. Landmark Constructions, Chennai as a going concern."*

4.2 It is submitted that the liquidator cannot rely on the fact that the company was incorporated only on 06.05.2013 to deny the lawful claim of the appellant. It is further submitted that the claim is reflected in the books of Corporate Debtor and the same is not being denied by the liquidator.

4.3 It is submitted that the financial statement of the Corporate Debtor had been signed by two Directors of the Corporate Debtor and statutory auditors. Therefore, it is stated that the Promoter and finance team of the Corporate Debtor cannot escape the liability of the Corporate Debtor by accusing the Statutory Auditor of the Company-in-liquidation.

## **5. FINDINGS OF THE TRIBUNAL:**

5.1 We have heard the learned counsel for both parties and perused the submissions placed on record.

5.2 The short question that falls for consideration is whether the decision of the Liquidator rejecting the claim submitted by the Applicant as an Unsecured Financial Creditor for a sum of Rs.91,09,375/- warrants interference.

5.3 The Applicant contends that he had submitted a claim in Form-D pursuant to the public announcement made by the Liquidator and that the claim is supported by a Memorandum of Understanding dated 12.02.2020 and entries appearing in the books of account and balance sheets of the Corporate Debtor.

The Applicant further contends that since his name appears in the financial statements of the Corporate Debtor as on 31.03.2023 for an amount of Rs.25,00,000/-, the debt stands acknowledged and consequently the claim cannot be treated as barred by limitation.

5.5 Per contra, the Liquidator submits that despite repeated opportunities and specific requisitions, the Applicant failed to produce any documentary evidence demonstrating actual disbursement of funds to the Corporate Debtor. It is further submitted that the alleged transactions were not supported by bank transfer records, loan agreements, receipts, acknowledgements or any contemporaneous documents evidencing a financial debt. The Liquidator therefore rejected the claim on the ground that the same was unsupported by evidence and was otherwise not legally enforceable.

5.6 At the outset, it is necessary to note that the burden of proving a claim in liquidation proceedings rests upon the claimant. The Liquidator is under a statutory obligation to verify every claim based upon supporting evidence and cannot admit a claim merely on the basis of assertions or unverified entries.

5.7 From the record, it is evident that the Liquidator, by email dated 11.06.2025, sought detailed clarifications from the Applicant including proof of disbursement of the alleged loan, bank transfer details, basis for computation of interest, supporting loan documentation, explanation for non-filing of claim during CIRP and other relevant materials. These queries were not only justified but were necessary for proper verification of the claim.

5.8 However, despite being afforded an opportunity, the Applicant failed to furnish any satisfactory material demonstrating that any sum of money was in fact disbursed to the Corporate Debtor. No bank statement, payment advice, cheque details, loan agreement, promissory note, acknowledgment of receipt, or any contemporaneous document evidencing transfer of funds to the Corporate Debtor has been produced.

5.9 The Applicant relies primarily upon the Memorandum of Understanding dated 12.02.2020 and certain ledger entries. However, a mere Memorandum of Understanding, in the absence of proof of actual disbursement, cannot by itself establish the existence of a financial debt within the meaning of Section 5(8) of the IBC. A financial debt necessarily requires disbursement against consideration for the time value of money. The essential ingredient of disbursement remains unsubstantiated in the present case.

5.10 This Tribunal also finds considerable force in the Liquidator's contention that the Applicant has claimed an interest component of Rs.66,09,375/- without producing any document evidencing an agreement regarding the rate of interest or the basis of its computation. Significantly, the very document relied upon by the Applicant does not satisfactorily establish the entitlement to the interest amount claimed. In the absence of any contractual stipulation or supporting evidence, the claim towards interest remains wholly unsubstantiated.

5.11 The Applicant has heavily relied upon the appearance of his name in the books of account and balance sheets of the Corporate Debtor. It is true that the

Hon'ble Supreme Court has held that entries in balance sheets may, in appropriate circumstances, amount to acknowledgment under Section 18 of the Limitation Act. However, the principle laid down therein cannot be read to mean that every entry in a balance sheet automatically establishes the existence of a legally enforceable debt.

5.12 Before an acknowledgment can extend limitation, the claimant must first establish the existence of the underlying debt. An acknowledgment cannot create a debt where the foundational transaction itself remains unproved. In the present case, the Applicant has failed to place any evidence regarding the source of funds, mode of payment, and date of disbursement or receipt of money by the Corporate Debtor.

5.13 The Applicant has further argued that the Corporate Debtor was incorporated with the object of taking over the assets and liabilities of M/s. Landmark Constructions, Chennai as a going concern. However, merely because the Memorandum of Association contains such an object clause does not automatically establish that the specific liability claimed by the Applicant stood transferred to and assumed by the Corporate Debtor.

5.14 No Business Transfer Agreement, schedule of liabilities, board resolution, assumption agreement or other contemporaneous document has been produced demonstrating that the alleged liability of Rs.25,00,000/- was in fact transferred to and accepted by the Corporate Debtor. An object clause contained

in the Memorandum of Association cannot by itself constitute proof of transfer of a specific liability.

5.15 Another aspect which weighs with this tribunal is the conduct of the Applicant during the CIRP process. The Corporate Debtor was admitted into CIRP on 29.04.2021. Despite claiming to be a Financial Creditor with a substantial outstanding amount, the Applicant admittedly did not file any claim before the Interim Resolution Professional or Resolution Professional during the CIRP period. No convincing explanation has been furnished for such omission. The failure to assert the claim during CIRP creates serious doubt regarding the genuineness and enforceability of the alleged debt.

5.16 This tribunal is also conscious of the fact that the Liquidator has pointed out several discrepancies in the claim documents, including inconsistencies regarding the underlying transactions, absence of proof of payment, and the manner in which the claim came to be reflected in later financial statements. While this Tribunal refrains from rendering any finding on allegations of fraud or collusion, the circumstances highlighted by the Liquidator certainly reinforce the necessity for strict scrutiny of the claim.

5.17 The role of the Liquidator is to protect the liquidation estate and ensure that only genuine and legally sustainable claims are admitted. The Liquidator is expected to act with caution, particularly where substantial claims are made without supporting evidence. In the present case, the Liquidator has undertaken

verification, sought clarifications, examined the documents produced and thereafter arrived at a reasoned decision rejecting the claim.

5.18 This Tribunal does not find the decision of the Liquidator to be arbitrary, capricious or contrary to law. On the contrary, the rejection is founded upon the Applicant's failure to establish the fundamental ingredients necessary for admission of a financial debt.

5.19 Accordingly, this tribunal is of the considered view that the Applicant has failed to establish any actual disbursement of funds to the Corporate Debtor, existence of a financial debt within the meaning of Section 5(8) of the IBC, contractual entitlement to the interest amount claimed, transfer and assumption of the alleged liability by the Corporate Debtor, and sufficient grounds warranting interference with the Liquidator's determination.

5.20 In such circumstances, the decision of the Liquidator rejecting the Applicant's claim does not call for any interference.

5.21 For the reasons recorded hereinabove, this tribunal finds no infirmity in the decision of the Respondent-Liquidator rejecting the claim submitted by the Applicant as an Unsecured Financial Creditor.

5.22 The rejection of the claim vide communication dated 03.07.2025 is hereby upheld. Accordingly, the present Application stands dismissed.

5.23 In light of the foregoing discussion, this Tribunal is of the considered view that the Liquidator has exercised due diligence in evaluating the claims in

accordance with the statutory framework of the IBC and the governing jurisprudence. The claims were adjudicated in strict adherence to the principles laid down under the IBC, and the Applicant has failed to make out a case warranting interference with the Liquidator's decision. There is no legal infirmity in the rejection of the claims, and the Respondent's submissions are upheld.

5.24 Accordingly, IA (IBC) / 1453 / 2025 stands dismissed.

-Sd-  
**RAVICHANDRAN RAMASAMY**  
MEMBER (TECHNICAL)

-Sd-  
**JYOTI KUMAR TRIPATHI**  
MEMBER (JUDICIAL)