IN THE NATIONAL COMPANY LAW TRIBUNAL

DIVISION BENCH (COURT NO.-II)

KOLKATA

I.A (IB) No. 1633/KB/2024

In

C.P (IB) No. 134/KB/2024

An application under Section 95(1) of the Insolvency and Bankruptcy Code, 2016 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.

IN THE MATTER OF:

INDIAN BANK

…Financial Creditor

Versus

MRS. AASIA BEGUM, Personal Guarantor of M/s GIRIBARA TRADELINK PVT. LTD.

…Personal Guarantor

AND

An Application under Section 99 of the Insolvency and Bankruptcy Code, 2016.

IN THE NATIONAL COMPANY LAW TRIBUNAL
DIVISION BENCH (COURT NO.-II)
KOLKATA

IN THE MATTER OF:

MS. SWATI SINGHANIA, Resolution Professional of Aasia Begum, residing at 27, 1, Heysham Road, Kolkata-700020.

….Resolution Professional / Applicant

Date of Pronouncement: 23.07.2026

Coram:

Shri. Labh Singh, Member (Judicial)

Ms. Rekha Kantilal Shah, Member (Technical)

Appearances: (via Physical / Hybrid Mode):

For the Applicant:

Mr.Santosh Kr.Ray,Adv.

Ms.Ashmita Lohia,Adv.

Ms.Srishti Mahana,Adv.

O R D E R

Per: Ms. Rekha Kantilal Shah, Member (Technical)

1. The Court convened through Hybrid/physical mode.
2. Both the petition and application are being considered together through this common order.

I.A (IB) No. 1633/KB/2024

3. This application **IA(IBC) No. 1633/KB/2024** has been filed by the Resolution Professional ("RP") *inter alia* seeking following reliefs:

   I. *To allow the present application under Section 99 of the Insolvency Bankruptey Code, 2016 for taking on record Report filed by Resolution Professional;*

   II. *To pass any such further order/ orders as this Hon'ble Bench deems fit and proper in the interest;*

   III. *Such other order/orders as the Ld. Court deems Fit and Proper.*

4. **Background of the case:**

4.1 The Applicant has been appointed as the Resolution Professional in the Insolvency Resolution Process of the Personal Guarantor, Mrs. Aasia Begum, by an order dated 10.05.2024[1] passed by this Tribunal in C.P (IB) No. 134/KB/2024.

4.2 The Applicant seeks to bring on record the Report[2] of Resolution Professional under Section 99(7) of the Insolvency and Bankruptcy Code, 2016 ("IBC") prepared by

[1] Annexure- A
[2] Page No: 18-45

the Applicant in respect of the Insolvency Resolution Process of the Personal Guarantor.

5. **Order**

5.1 We are inclined to take on record the Report under Section 99(7) of IBC, 2016 filed by the Resolution Professional in the Insolvency Resolution Process of the Personal Guarantor, Mrs. Aasia Begum.

6. Accordingly, **IA (IB) No. 1633/KB/2024** is **allowed** and **disposed of**.

C.P (IB) No. 134/KB/2024

1. This **C.P.(IB) No. 134/KB/2024** has been preferred by the **Indian Bank** to seek initiation of Insolvency Resolution Process against **Mrs. Aasia Begum**, Personal Guarantor of **M/s Giribaba Tradelink Private Limited** under Rule 7(2) of the Insolvency and Bankruptcy (Application to Adjudicating Authority for Insolvency Resolution Process for Personal Guarantor to Corporate Debtor) Rules, 2019.
2. The amount in debt is **Rs. 5,76,99,050.82** (Rupees Five Crores Seventy-Six Lakhs Ninty-Nine Thousands Fifty and Eighty-Two Paise Five only) (Principal: **Rs. 3,92,22,727.90** and Unapplied interest of **Rs. 1,84,76,322.92**) as on

25.03.2024 including unapplied interest and other charges at applicable rates.

3. The application is complete as required under Section 95 read with Rule 7 of the Insolvency and Bankruptcy (Application to Adjudicating Authority for Insolvency Resolution Process for Personal Guarantors to Corporate Debtor) Rules, 2019.

4. It is to be noted that Hon'ble Supreme Court in the judgment of ***Dilip B. Jiwrajka Vs. Union of India & Ors***[3]. has upheld the Constitutional Validity of the Sections 94 to 100 and the propositions that can be culled out from the Judgments inter-alia are as follows:

"i. No judicial adjudication is involved at the stages envisaged in Sections 95 to Section 99 of the IBC;

ii. The Resolution Professional appointed under Section 97 serves a facilitative role of collating all the facts relevant to the examination of the application for the commencement of the insolvency resolution process which has been preferred under Section 94 or Section 95. The report to be submitted to the adjudicatory authority is recommendatory in nature on whether to accept or reject the application;

[3] WP (Civil) No. 1281 of 2021 dated 09.11.2023

iii. No adjudicatory function of Adjudicating Authority is contemplated at the admission stage. To read in such a requirement at that stage would be to rewrite the statue which is impermissible in the exercise of judicial review;

iv. The resolution professional may exercise the powers vested under Section 99(4) of the IBC for the purpose of examining the application for insolvency resolution and CP/IB/337/AHM/2020 12 of 17 to seek information on matters relevant to the application in order to facilitate the submission of the report recommending the acceptance or rejection of the application;

v. There is no violation of natural justice under Section 95 to Section 100 of the IBC as the debtor is not deprived of an opportunity to participate in the process of the examination of the application by the resolution professional;

vi. No judicial determination takes place until the adjudicating authority decides under Section 100 whether to accept or reject the application. The report of the resolution professional is only recommendatory in nature and hence does not bind the adjudicatory authority when it exercises its jurisdiction under Section 100;

vii. The adjudicatory authority must observe the principles of natural justice when it exercises jurisdiction under Section 100 to determine whether to accept or reject the application.

viii. The purpose of the interim moratorium under Section 96 is to protect the debtor from further legal proceedings; and

ix. The provisions of Section 95 to Section 100 of the IBC are not unconstitutional as they do not violate Article 14 and A.”

5. The Financial Creditor have not proposed the name of Insolvency Professional for appointment as RP. This Adjudicating Authority vide order dated 10.05.2024 appointed Mrs. Swati Singhania, having IBBI Registration No. IBBI/IPA-001/IP-P-10985/2020-2021/13214 as RP and to file her report in terms of Section 97 within ten (10) days.

6. The RP had filed an application **I.A(IB) No. 1633/KB/2024** on 05.08.2024 to take on record the Report under Section 99(7) of IBC, 2016 and which is taken on record through this common order.

7. The RP Mrs. Swati Singhania has vide her report dated 05.08.2024 which is attached at Pages No. 18-45 in I.A(IB) No. 1633/KB/2024 recommended the following:

Report under Scction 99 of IBC		
Sl. No	**Particulars**	**Details**
1.	Particulars of Applicant/ Financial Creditor.	Indian Bank Address: 14, Indian Exchange Place, 1st Floor, Kolkata -700 001 Email:samlkolkata@indianbank.co.in PAN: AAACI1607G
2.	Particulars of Corporate Debtor under CIRP.	Giribaba Tradelink Private Limited Address: Mahisadal House 78, Rafi Ahmed Kidwai Road, Kolkata 700 013. Email:giribabatradelink@gmail.com CIN: U74999WB2012PTC182766
3.	Date of Commencement of CIRP of Corporate Debtor.	The **CIRP** against the Corporate Debtor **has not yet been initiated.**
4.	Details of personal guarantee given to Applicant by personal guarantor	Date of Guarantee: **23rd April, 2021** Personal Guarantee Agreement is executed by: **Mrs. Aasia Begum** On Behalf of Corporate Debtor: **M/s. Giribaba Tradelink Private Limited.**
5.	Date of	**26.05.2022** u/s SARFAESI Act, 2002.

	invocation of personal guarantee by financial creditor.	
6.	Date of filing Petition under Section 94/95 of IBC.	**26th April, 2024.**
7.	Amount in default by Corporate Debtor to the Applicant at the time of commencement of CIRP.	**Rs. 5,76,99,050.82** as on **25th March, 2024** plus interest/charges thereon.
8.	Amount provided in the resolution plan, if any, against the claim of the applicant	Details not available.
9.	Balance due from personal guarantor.	**Rs. 5,76,99,050.82** as on **25th March, 2024** plus interest/charges thereon.
10.	Net worth of personal guarantor as on date of the Report	Current Date Net Worth is Not Available.
11.	Copies of past 5 years balance	Not available

	sheet and income tax return of personal guarantor	
12.	Details of actions taken by Applicant or any other Financial Creditor against Personal Guarantor under any other Act in respect of debt owed by Corporate Debtor.	**Notice u/s 13(2) of SARFAESI Act, 2002, on 26th May,2022.**
13.	Recommendations (Admit/Reject).	In compliance with IBC Regulation and Code the Resolution Professional Recommends for **Admission** of the Application.

8. After the appointment of the RP the following actions are taken. The extract text are reproduced herein below:

"By a letter dated 15h June 2024 sent via Speed Post-dated on 15" June 2024, RP requested PG to prove the repayment of the debt claimed by the creditor as per section 99, sub section (2) of the Insolvency and Bankruptcy Code 2016 and provide certain documents/information. She was given 3 days' time to

reply from the date of the email & letter. Reply from PG was not received within stipulated period. RP communicated with PG repeatedly via phone calls as follows:

- *On 7th June 2024, calls were made to the 3 numbers given in the Petition document. One of the numbers (84207 98530) responded as being son of Mrs. Aasia Begum and he assured to call back RP to make her speak to Mrs. Aasia Begum*
- *On the same date, contact was tried making to the other two numbers, where no response was received or incoming was not available.*
- *Again, on 13th June 2024, calls were made to the same number to speak to Mrs. Assia Begum, where in a conversation with Md. Nooruddin Taj (On the Mobile Number: 98319 21387) was made - who mentioned that he is the husband of Mrs. Aasia Begum. He assured to call back RP to make her speak to Mrs. Aasia Begum.*
- *On 4th July 2024, a call again was made to remind Mrs. Aasia Begum to reply to the notice or come visit the RP. They claimed that they are out of city for Medical Treatment. And he confirmed that he would reply on the email sent to him. However, a reply on*

the mail, or Letter was not made. Neither the RP has been able to speak to Mrs. Aasia Begum herself-as the communication was always being made by one of her relatives

An email dated July 04, 2024, regarding the same matter was also sent on a given email id by Md. Nooruddin Taj at giribabatradelink@gmail.com. However, during the conversation on 13th June 2024, Md. Nooruddin Taj claimed that the amount has not been paid yet. Further, the RP tried connecting with Mrs. Aasia Begum during the first and second week of July, 2024, but the calls could be connected.

*The other contact details provided in the Petition Copy was tried a number of times, however the numbers were switched off/ or incoming was not available on these numbers at all times. Copy of Email, Track Report of Speed Post are annexed herewith and collectively marked as **"ANNEXURE-B"**.*

9. The RP relied upon following documents which are extracted from the Report under Section 99 of IBC, 2016 and reproduced herein below:

"On receipt of the NCLT Order and as directed, RP scrutinized application filed by Indian Bank for

initiation of Insolvency Resolution Process along with all the documents in support of demand. She also studied NCLT Orders initiating Insolvency Resolution Process of the Corporate Debtor. RP also requested PG to cooperate and provide all the necessary documents which was complied with. RP relied upon the Application copy filed by the applicant for initiation of Insolvency Resolution Process as received from Advocates of the Applicant, MCA data and discussions with the PG & the applicant."

10. The RP Mrs. Swati Singhania has vide his report dated 05.08.2024 has recommended admission of the personal guarantor into the Insolvency resolution process. The relevant portion of his report has been extracted and appended below for the sake of convenience.

"We conclude and recommend as below:

i) The Personal Guarantor has committed default in payment of the debts to the Bank as agreed upon and has confirmed that she has not repaid any amount till date.

ii) The debts mentioned in the application are qualifying debt and not excluded debts.

iii) The application is accompanied with details and documents as mentioned in Section 95(4) and has been duly filed in the prescribed Form-C with the requisite fees - satisfied the requirement under Section 95(6).

iv) The Applicant Bank has provided copy of the application to the Personal Guarantor.

v) Demand notice issued as per prescribed format.

vi) No amount received within a period of 14 days of issue of demand notice but with constant endeavor made by RP,

vii) The applicant has provided information and given explanation sought by me.

viii) The Personal Guarantor is not eligible under Section 80 for a Fresh Start Process as provided under Part III Chapter II.

Recommendation:

After examination of the application under sub section (6) of section 99, I hereby recommend, in terms of section 99(7) of IBC 2016, for acceptance of the application filed u/s 95 of IBC, 2016 for commencement of Insolvency resolution Process against Mrs. Aasia Begum Personal Guarantor to the Corporate Debtor."

11. **Findings and Analysis**

11.1 We have heard the Ld. Counsels appearing for the Applicant. We have considered the report and perused the details of claim indicated therein.

11.2 Before going into the merits of the present matter we find that this Adjudicating Authority vide order dated **28.04.2026** set the matter as **Ex-Parte.** The relevant portion of the order is extracted below:

"Notice was served upon Personal Guarantor and proof of service has been placed on 17/06/2025. Thereafter, it is observed that none has appeared on behalf of the Personal Guarantor in the matter. ***Hence, Personal Guarantor is set ex parte. List the matter for ex parte hearing against Personal Guarantor on 22/05/2026.****"*

11.3 It is an undisputed fact that Mrs. Aasia Begum had extended her personal guarantee in respect of the Cash Credit Facility availed by M/s Giribaba Tradelink Private Limited. In consideration thereof, the Personal Guarantor executed the **Deed of Guarantee dated 23.04.2021**[4] and the **Consent Letter dated 23.04.2021**[5], both of which form part of the record. By virtue of the said documents, the Personal Guarantor unequivocally undertook to discharge

[4] Annexure- A9
[5] Annexure- A10

the liabilities arising under the credit facility in the event of default by the Principal Borrower.

11.4 We further find that the present Petition is within the prescribed period of limitation. The material placed on record reflects that the demand notice under Section 13(2) of the SARFAESI Act, 2002 was issued on **26.05.2022**[6] and the present petition has been filed on **07.05.2024.** Accordingly, we are satisfied that the Application is not barred by limitation.

11.5 This Adjudicating Authority finds the present petition is completed and filed in accordance with Rule 7 of the Insolvency and Bankruptcy (Application to Adjudicating Authority for Insolvency Resolution Process for Personal Guarantor to Corporate Debtors) Rules, 2019 and the same is submitted in Form-C.

11.6 On perusal of the records, this Adjudicating Authority finds that demand notice dated 26.05.2022 was issued by Mr. Vineet Kumar Singh, authorised officer of Indian Bank addressed to the Personal Guarantor, calling upon her to make the payment of the overdue amount within Sixty (60) days from the date of the notice, failing which the Bank would be constrained to exercise its rights of enforcement of security interest.

[6] Annexure- A14

11.7 The Agreement of Guarantee dated 23.04.2021[7], executed by the Personal Guarantor, contains the following salient clauses:

*"2. The Guarantor(s) hereby guarantees *jointly and severally to pay the bank on demand all principal, interest, costs, charges and expenses due and which may at any time become due to the Bank from the Borrower on the accounts opened in respect of the facility (hereinafter called the 'said accounts')……"*

"3. The Guarantor(s) hereby declare/s that this guarantee shall be continuing guarantee and shall not be considered as cancelled or in any way affected by the fact that at any time the said accounts may show no liability against the Borrower or may even show a credit in borrower's favour but shall continue to be a guarantee and remain in operation in respect of all subsequent transactions."

11.8 On a conjoint reading of **Clauses 2 and 3** it is clear that the liability of the Guarantor is triggered by a demand made by the Bank and the Guarantee Deed is unconditional, irrevocable and continuing in nature and the liability is also co-extensive with that of the principal borrower and that the Deed does not require any

[7] Annexure- A9

particular mode or form of the demand notice. The contractual mechanism links the Guarantor's enforceable obligation to the "on demand" clause.

11.9 In the present case the demand notice dated 26.05.2022 is addressed to the Guarantor, demands payment of the overdue amount within a stipulated timeline (Sixty days), and warn of appropriate action under the law. While the notice does not expressly use the words "invocation of guarantee" or quote the guarantee-deed, its language clearly communicates to the Guarantor that he is expected to discharge his liability under the guarantee, failing which the Bank will proceed against the Credit Facility. The substance of the demand is that the Guarantor is called upon by name to make payment in respect of the Borrower's indebtedness and the Bank's claim thereon.

11.10 In view of the foregoing, this Adjudicating Authority holds that the notice dated 26.05.2022 satisfies the contractual requirement of a "demand" under Clause 2 of the Guarantee Deed and therefore constitutes a valid invocation of the personal guarantee. Consequently, the Guarantor's liability stood triggered from the date of that notice and the condition precedent for initiation under Section 95 has been fulfilled.

11.11 A bare perusal of the report indicates that no Corporate Insolvency Resolution Process or CIRP has been initiated against the principal borrower M/s Giribaba Tradelink Private Limited. In this regard it is important to mention a celebrated order of Hon'ble National Company Law Appellate Tribunal ("NCLAT) in the matter of ***Anita Goyal Vs. Vistra ITCL (India) Ltd & Anr*** where the Hon'ble NCLAT decided the issue, *"Whether when no CIRP or liquidation proceedings of a Corporate Debtor is pending before the NCLT, whether an Application for personal insolvency against a Personal Guarantor has to be filed before the NCLT?"* and held as follows:

> *"24. When expression "without prejudice" is used in sub-section (2), the provisions of sub-section (2) in no manner is cutting down the applicability of provisions of sub-section (1) of Section 60. Section 60, sub-section (1) clearly lays down that Adjudicating Authority in addition to insolvency resolution and liquidation for Personal Guarantors, shall be the NCLT having territorial jurisdiction over the place where the registered office of a Corporate Person is located. The issue which has arisen in the present case, came for consideration before this Tribunal in several*

cases. Two judgments have been relied by learned Counsel for the Respondent, which need to be noticed. The first judgment, which has been relied by learned Counsel for Respondent is State Bank of India vs. Mahendra Kumar Jajodia – (2022) SCC Online NCLAT 58, in which case, an Application under Section 95 was filed by the State Bank of India before NCLT, Kolkata Bench, seeking initiation of CIRP against Personal Guarantor, which Application came to be rejected by the Adjudicating Authority as premature relying on Section 60, sub-section (2) and holding that for an insolvency resolution process to be initiated against the guarantor there must be CIRP or liquidation process pending against the principal borrower/ Corporate Debtor. ************

26. This Tribunal held that sub-section (2) of Section 60, does not in any manner prohibit filing of proceeding under Section 95 of the Code, even if no proceedings are pending before NCLT. The order of Adjudicating Authority was set aside and the Application under Section 95(1) was revived before the NCLT Kolkata bench. The above judgment clearly covers the issue, which has been raised in the present Appeal *and this Tribunal has also answered the said issue holding that even if no CIRP or liquidation is pending against the Corporate Debtor, Application under Section 95 can be filed before the NCLT.*

27. Another judgment of this Tribunal relied by the Respondent is Mahendra Kumar Agarwal (supra), which was also a case where Personal Guarantor has challenged the order passed by NCLT Hyderabad, where NCLT, in proceedings under Section 95, has appointed an RP, which order was challenged before the Chennai Bench of this Tribunal. The Personal Guarantor contended before the Appellate Tribunal that Application filed under Section 95 is not maintainable, which ought to have been filed before the DRT. The Appellate Tribunal has noticed elaborately the submissions advanced before it by both the parties and also referred to the various judgments and citations relied by both the parties. The Chennai Bench of this Tribunal has also referred to and relied the judgment of this Tribunal in State Bank of India vs. Mahendra Kumar Jajodia (supra). The Chennai Bench of this Tribunal has laid down that CIRP against the Corporate Debtor is not a condition precedent for *initiation of insolvency resolution process against the Personal Guarantor.*

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28. The above judgment clearly lays down the law by this Tribunal that it is not a precondition that CIRP or liquidation has to be pending before NCLT. The Application filed under Section 95 was held to be maintainable. It is further relevant to notice that judgment of this Tribunal in Mahendra Kumar Jajodia case decided by this Tribunal was also challenged before the Hon'ble Supreme Court in Civil Appeal No. 1871-1872 of 2022. The Hon'ble Supreme Court vide its judgment dated 06.05.2022 dismissed the Appeal. The order passed by Hon'ble Supreme Court on 06.05.2022 is as follows:

"We have heard learned Solicitor General and learned senior counsel for the parties and perused the record. We do not see any cogent reason to entertain the Appeals. The judgment impugned does not warrant any interference. The Appeals are dismissed."

29. From the above it is clear that with regard to maintainability of Application under Section 95 by a Financial Creditor against a Personal Guarantor, even *if no insolvency resolution process or liquidation proceedings of a Corporate Debtor is pending, has been held to be maintainable and the view taken by this Appellate Tribunal in Mahendra Kumar Jajodia has also received the approval of the Hon'ble Supreme Court."*

12. We have considered the report and perused the details of claim indicated therein.

13. We are satisfied with the recommendation of the Resolution professional to **admit** the application.

14. **Hence, we pass the following order:**

I. This application is **admitted under Section 100**;

II. **In terms of Section 101**:

A moratorium shall commence in relation to all the debts and shall cease to have effect at the end of the period of one hundred and eighty days beginning with the date of admission of the application or on the date this Adjudicating Authority passes an order on the repayment plan under section 114, whichever is earlier.

III. **During the moratorium period—**

a) any pending legal action or proceeding in respect of any debt shall be deemed to have been stayed;

b) the creditors shall not initiate any legal action or legal proceedings in respect of any debt; and

c) the debtor shall not transfer, alienate, encumber or dispose of any of his assets or his legal rights or beneficial interest therein;

4) In relation to a firm, the moratorium under sub-section (1) shall operate against all the partners of the firm.

5) The provisions of this section shall not apply to such transactions as may be notified by the Central Government in consultation with any financial sector regulator.

6) In absence of any prayers from any quarters against the nominated Resolution Professional, the IRP i.e., **Mrs. Swati Singhania** will act as the Resolution Professional.

7) The said RP shall act in terms of Section 102, 103, 104 of the Code, to cause public notice, invite claims from creditors, prepare list of creditors, and hold regular meeting as directed hereunder:

IV. **In terms of Section 102:**

The Resolution Professional shall cause a public notice within seven days of passing the order under section 100 inviting claims from all creditors within twenty-one days of such issue.

2) The notice under sub-section (1) shall include—

a) details of the order admitting the application;

b) particulars of the resolution professional with whom the claims are to be registered; and

c) the last date for submission of claims.

3) The notice shall be—

a) published in at least one English and one vernacular newspaper which is in circulation in the state where the debtor resides;

b) placed on the website of the Adjudicating Authority.

V. **In terms of Section 103:**

a) The creditors shall register claims with the resolution professional by sending details of the claims by way of electronic communications or through courier, speed post or registered letter.

b) In addition to the claims referred to in sub-section (1), the creditor shall provide to the resolution professional, personal information and such particulars as may be prescribed.

VI. **In terms of Section 104:**

The resolution professional shall, within 30 days from the date of notice prepare a list of creditors on the basis of—

a) the information disclosed in the application filed by the debtor under section 94 or 95, as the case may be; and;

b) claims received by the resolution professional under section 102.

VII. **In terms of Section 105:**

The Resolution Professional shall assist the debtor in preparing repayment plan containing a proposal to the creditors for restricting of his debts or affairs.

VIII. **In terms of Section 106:**

The Resolution Professional shall submit the repayment plan under Section 105 along with his report, within 21 days from the last date of submission of claims under Section 102 specifying.

a) That the repayment plan is in compliance with the provisions of any law for the time being in force;

b) That the repayment plan has a reasonable prospect of being approved and implemented; and

c) Whether there is a necessity of summoning a meeting of the creditors, if required, to consider the repayment plan:

Meeting of creditors shall be held if necessary, specifying the-

a) Date, Time and Place of meeting after consulting the creditors;

b) Within 14 to 28 days from submission of its report;

c) After issuance notice for meeting at least 14 days in advance, to all the creditors mentioned in the list of creditors.

IX. The Resolution Professional shall prepare a report of the meeting in accordance with Section 112 and furnish a report to this Adjudicating Authority.

15. Thus, we accept the application filed under Section 95(1) of the IBC, 2016 for commencement of Insolvency Resolution Process against the Personal Guarantor.

16. **C.P (I.B) No. 134 of 2024** stands **admitted**.

17. Next date for consideration would be **24.08.2026**.

18. The Registry is directed to send e-mail copies of the order forthwith to all the parties and their Ld. Counsel for information and for taking necessary steps.

19. Certified copy of the order may be issued, if applied for, upon compliance of all requisite formalities.

(Rekha Kantilal Shah)
Member (Technical)

(Labh Singh)
Member (Judicial)

Order signed on the 23rd day of July, 2026.

S.T. (LRA)