

IN THE NATIONAL COMPANY LAW TRIBUNAL
DIVISION BENCH, COURT – 1, AHMEDABAD

ITEM No.303

C.P.(IB)/235(AHM)2026

Under Section 9 of IB Code 2016

IN THE MATTER OF:

Orbit Lifescience Private Limited
V/s
Kruux Pharma Private Limited

.....Applicant

.....Respondent

Order delivered on: 07/08/2026

C O R A M:

MR. SHAMMI KHAN, HON'BLE MEMBER (J)
MR. SANJEEV SHARMA, HON'BLE MEMBER (T)

ORDER
(Hybrid Mode)

The case is fixed for pronouncement of order. The order is pronounced in the open court, vide separate sheet.

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SANJEEV SHARMA
MEMBER (TECHNICAL)

-sd-

SHAMMI KHAN
MEMBER (JUDICIAL)

**BEFORE THE ADJUDICATING AUTHORITY
NATIONAL COMPANY LAW TRIBUNAL,
DIVISION BENCH, COURT-I, AHMEDABAD**

CP (IB) No.235/9/AHM/2026

(Petition under Section 9 of the Insolvency and Bankruptcy Code, 2016 read with Rule 6 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016)

In the Matter of:

Orbit Lifescience Private Limited

(CIN: U24230MH2003PTC140389)

Registered Office at: 7th Floor,
Mehta Mahal, 15, Mathew Road.
Opera House, Mumbai,
Maharashtra, India - 400004.

...Applicant/Operational Creditor

VERSUS

Krux Pharma Private Limited

(CIN: U24302GJ2016PTC094103)

Registered Office at: Plot No. 10 & 11,
Survey No. 256/P1 Nr. Balda Industrial
Parkvillage Balda, Taluka. Pardi,
Valsad, Gujarat, India - 396125.

...Respondent/Corporate Debtor

Petition first listed on 24.07.2026

Order Pronounced On: 07.08.2026

(Decided in 14 days)

C O R A M:

SH. SHAMMI KHAN, HON'BLE MEMBER (JUDICIAL)

SH. SANJEEV SHARMA, HON'BLE MEMBER (TECHNICAL)

A P P E A R A N C E:

For the Applicant/OC : Ms. Lakshmi Nair, Advocate a.w.
Mr. Jaimin Dave, Advocate.

For the Respondent/CD : Ms. Vidhi Suthar, Advocate.

O R D E R
Per Bench

1. This Company Petition has been filed by Orbit Lifescience Private Limited (hereinafter referred to as the "Operational Creditor") against Krux Pharma Private Limited (hereinafter referred to as the "Corporate Debtor") under Section 9 of the Insolvency and Bankruptcy Code, 2016 read with Rule 6 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016 seeking initiation of the Corporate Insolvency Resolution Process, in respect of the alleged default in payment of Operational Debt of Rs. 6,58,52,838/- arising from supply of pharmaceutical products.
2. On perusal of Part-I of Form-5, it is observed that the Operational Creditor, Orbit Lifescience Private Limited, having CIN U24230MH2003PTC140389 a company incorporated on 09.05.2003 under the provisions of the

Companies Act. 1956. The particulars of the Operational Creditor, including its registered office, stand supported by the MCA Master Data annexed with the Petition as Annexure-D. The present Petition has been filed through its authorised representative pursuant to the Board Resolution dated 11.05.2026, annexed with the Petition as Annexure-A.

3. On perusal of Part-II of Form-5, it is observed that the Corporate Debtor is Krux Pharma Private Limited, having CIN U24302GJ2016PTC094103, a company incorporated on 17.10.2016 under the provisions of the Companies Act. 2013. The particulars of the Corporate Debtor, including its registered office, stand supported by the MCA Master Data annexed with the Petition as Annexure-F.
4. On perusal of Part-III of Form-5, it is observed that the Operational Creditor has proposed the name of Bathiya Restructuring Services Private Limited, having Registration No. IBBI/IPE-0168/IPA-1/2024-25/50077, to act as IRP under Section 13(1)(c). Written

communication in Form-2 with AFA in Form-B are annexed as Annexure-B & C.

5. On perusal of Part-IV of Form-5, it is observed that the Operational Creditor has claimed total Operational Debt of Rs.6,58,52,838/-, arising from supply of pharmaceutical products under various purchase orders and tax invoices. The claim comprises the principal outstanding of Rs.6,07,37,046/- together with interest Rs. 51,15,792/- thereon with the date of default being 12.09.2025.

6. Upon perusal of Part-IV and Part-V of Form-5, it is observed that the Operational Creditor has set out the following facts in support of the present petition: -

6.1 The Operational Creditor has stated that, pursuant to the business arrangement between the parties, the Corporate Debtor placed various Purchase Orders for procurement of raw materials. The Operational Creditor supplied the goods and raised invoices during the period from 14.06.2025 to 29.12.2025. Copies of the Purchase Orders and invoices have been annexed as Annexure-G and Annexure-H.

- 6.2 However, the Corporate Debtor failed to make payment of the invoices despite receipt of the goods. In support of the operational debt, the Operational Creditor has relied upon GSTR-1, GSTR-3B, E-Way Bills, ledger statements and bank account statements, annexed as Annexure-I, Annexure-J, Annexure-K, Annexure-V and Annexure-W, respectively.
- 6.3 The Corporate Debtor acknowledged its liability towards the operational debt through e-mail correspondences dated 17.02.2026 and 25.04.2026. The Operational Creditor has relied upon the said e-mails as acknowledgment of the outstanding dues. Copies thereof have been annexed as Annexure-M and Annexure-N.
- 6.4 Thereafter, on 24.04.2026, the Operational Creditor registered the Record of Default with National e-Governance Services Limited (NeSL) in Form-C against the Corporate Debtor for Rs.7,16,85,717/-, including interest. A copy of the Record of Financial Information (Form-C) has been annexed as Annexure-O. It is further stated that Form-D (Record of Default) has also been placed on record.
- 6.5 Further, on 28.04.2026, the Operational Creditor issued a demand notice under Section 8 of the Insolvency and Bankruptcy Code, 2016,

demanding payment of Rs.7,16,85,717/- from the Corporate Debtor. Copies of the demand notice dated 24.04.2026 and proof of service have been annexed as Annexure-P and Annexure-Q, respectively.

6.6 After issuance of the demand notice, the Corporate Debtor, through its e-mail dated 27.05.2026, accepted that it was liable to make payment of the outstanding dues claimed by the Operational Creditor. The Operational Creditor has relied upon the said e-mail as an acknowledgment of debt. A copy thereof has been annexed as Annexure-R.

6.7 The Corporate Debtor submitted a reply dated 01.06.2026, which was received by the Operational Creditor on 03.06.2026, in response to the demand notice. A copy of the reply has been annexed as Annexure-S. The Operational Creditor has stated that no pre-existing dispute existed before issuance of the demand notice.

6.8 It is further stated that the Corporate Debtor, through its e-mail dated 02.07.2026, once again acknowledged and admitted its liability of Rs.5.00 Crore towards the outstanding operational debt. The Operational Creditor has relied upon the said e-mail as a further acknowledgment of debt. A copy thereof has been annexed as Annexure-T.

6.9 The Operational Creditor has also placed on record a tabular computation of the amount in default, annexed as Annexure-U. It is stated that the total operational debt claimed is Rs.7,16,85,717/-, including interest, which remains unpaid.

6.10 In support of the petition, the Operational Creditor has inter-alia relied upon the computation of default, ledger statements, bank account statements, affidavit under Section 9(3)(b) of the Code, service upon IBBI and Form-D (Record of Default).

6.11 In view of the above facts, the Operational Creditor has prayed for admission of the present petition under Section 9 of the Insolvency and Bankruptcy Code, 2016, initiation of the Corporate Insolvency Resolution Process against the Corporate Debtor.

7. That pursuant to the notice issued by this Adjudicating Authority, the Applicant/Operational Creditor filed an Affidavit of Service on 05.08.2026 vide Inward Diary No. D-6445, evidencing service of notice upon the Corporate Debtor through e-mode on 24.07.2026 and by registered post on 31.07.2026. Service was held to be complete and sufficient. The Corporate Debtor entered

appearance through Learned Counsel and filed its Reply through e-mode on 27.07.2026. It was also submitted that the physical copy of the Reply had been filed on 29.07.2026. The contentions of the Respondent/CD are mentioned hereunder: -

- 7.1 The Corporate Debtor has filed the present Reply through its Director and Authorised Signatory pursuant to the Board Resolution annexed as Annexure-“A”. The Corporate Debtor has denied the averments made in the Petition except those specifically admitted and has prayed for dismissal of the Petition under Section 9 of the Insolvency and Bankruptcy Code, 2016.
- 7.2 The Corporate Debtor has submitted that the Petition has been filed for recovery of a disputed claim and not for resolution of insolvency. It has contended that the alleged Operational Debt is neither admitted nor crystallised and that the Tribunal is not required to adjudicate disputed contractual and commercial claims in proceedings under Section 9 of the Code.
- 7.3 The Corporate Debtor has stated that since 2021, both parties maintained a running and reciprocal business arrangement, whereby the Operational Creditor supplied raw materials and the Corporate

Debtor supplied finished pharmaceutical products. It has contended that the transactions formed part of mutual running accounts requiring reconciliation before determination of any liability.

7.4 The Corporate Debtor has submitted that a pre-existing dispute existed prior to the Demand Notice, as the accounts were subject to reconciliation, debit and credit adjustments, pricing differences and verification of outstanding balances. It has further stated that its Reply dated 01.06.2026 specifically disputed the alleged liability and informed that reconciliation of accounts was pending.

7.5 The Corporate Debtor has stated that under the Deed of Settlement Cum Agreement for Transfer of Shares dated 24.01.2026, the management was transferred with effect from 25.01.2026, requiring verification of books of accounts and liabilities. The said document has been annexed as Annexure-“B”, while the resignation letter and DIR-12 have been annexed as Annexure-“C”.

7.6 The Corporate Debtor has further submitted that the erstwhile Director resigned on 30.04.2026 and, during verification of records, discrepancies were noticed in relation to purchase of raw materials and commission. It has stated that a complaint dated 26.02.2026 was lodged against

the former Director, which has been annexed as Annexure-“D”.

- 7.7 The Corporate Debtor has stated that the email communications dated 17.02.2026, 25.04.2026, 27.05.2026 and 02.07.2026 only reflected discussions relating to reconciliation of accounts, settlement proposals and continuation of business. It has denied that the said communications constituted any unconditional acknowledgment of liability or admission of Operational Debt.
- 7.8 The Corporate Debtor has denied the claim for interest at the rate of 24% per annum and has contended that no written agreement authorised such claim. It has also disputed reliance placed upon GST returns, e-way bills and Form-C filed before NeSL, contending that such documents do not establish an admitted or undisputed Operational Debt.
- 7.9 The Corporate Debtor has submitted that the alleged Operational Debt and the alleged default are disputed and remained subject to reconciliation throughout the business relationship. It has further contended that the present proceedings have been initiated as a recovery mechanism despite the existence of disputes between the parties.

7.10 The Corporate Debtor has referred to the legislative object of the Insolvency and Bankruptcy Code, 2016 and has submitted that where a genuine dispute exists prior to issuance of the Demand Notice, an application under Section 9 is liable to be rejected. No specific judicial precedent or citation has been referred to in the Reply.

7.11 The Corporate Debtor has prayed that the Petition be dismissed on the ground that the alleged Operational Debt is disputed, uncrystallised and not payable in the manner alleged. It has also reserved its right to file further affidavit, documents and additional material, if required for adjudication of the proceedings.

7.12 The Corporate Debtor has prayed for dismissal of the Company Petition on the ground that the alleged operational debt is disputed, uncrystallised and subject to reconciliation. No judicial precedent with complete citation has been specifically relied upon or cited in the Reply filed by the Corporate Debtor.

8. The Operational Creditor has also filed an affidavit in rejoinder to reply filed by the Respondent/CD, on 05.08.2026 vide Inward No. D-6391, denying contentions raised by the Respondent/CD in its reply.

The contents of the Rejoinder are reproduced as follows:

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- 8.1 The Operational Creditor has stated that the averments made in the Affidavit in Reply dated 27.07.2026 are denied except those specifically admitted. It has reiterated the contents of the Company Petition and stated that the Petition has not been filed as a recovery proceeding but for initiation of proceedings under Section 9 of the Insolvency and Bankruptcy Code, 2016.
- 8.2 It has been submitted that the parties have been carrying on business since 2021 through a running account. The invoices raised by the Corporate Debtor against the purchase orders of the Operational Creditor were adjusted, however, a sum of Rs. 6,58,52,838 remained outstanding. It has also been stated that no fresh purchase orders were placed after the date of default i.e. 12.09.2025.
- 8.3 The Operational Creditor has denied the contention regarding existence of any pre-existing dispute. It has stated that no dispute was raised prior to the Demand Notice dated 24.04.2026 and that the alleged disputes were raised only in the Reply dated 01.06.2026. It has further submitted

that the email correspondence records acknowledgment of the outstanding dues.

- 8.4 It has been stated that although the parties acted as both supplier and purchaser, the operational debt was never disputed during the business relationship. The allegations regarding reconciliation of accounts, quantity supplied, pricing difference, sales returns and outstanding balances were stated to have been raised only after issuance of the Demand Notice.
- 8.5 The Operational Creditor has submitted that the pending invoices had been acknowledged by the Corporate Debtor on several occasions and that the operational debt stood admitted through emails dated 17.02.2026, 25.04.2026, 27.05.2026 and 02.07.2026. It has also denied that the claim requires reconciliation of accounts before adjudication.
- 8.6 It has further submitted that the Operational Creditor had repeatedly demanded payment before issuance of the Demand Notice and filing of the Petition. The Corporate Debtor is stated to have continued giving assurances regarding payment without raising any dispute relating to the invoices or the contractual rate of interest.
- 8.7 The Operational Creditor has stated that the change in management of the Corporate Debtor

was an internal matter and does not affect the liability towards the Operational Creditor. In support thereof, it has relied upon Exhibit 'A', being the copy of the MCA data relating to the erstwhile management of the Corporate Debtor.

8.8 It has denied that the emails exchanged during the transition period constituted reconciliation of accounts or negated the liability. It has further submitted that the complaint filed by the Corporate Debtor and the meeting held after issuance of the Demand Notice do not establish any pre-existing dispute. It has also relied upon Exhibit 'B', being the copy of the Excel sheet showing availment of Input Tax Credit by the Corporate Debtor.

9. We have heard the Learned Counsel appearing for the Operational Creditor and the Corporate Debtor, perused the pleadings, the documents annexed thereto, the Reply, the Rejoinder. We have also carefully examined the contemporaneous email correspondence, the NeSL Record of Default and other material placed on record.

10. The scope of enquiry under Section 9 of the Insolvency and Bankruptcy Code, 2016 is limited to examining whether an operational debt is due and payable,

whether default has occurred and whether there existed a genuine pre-existing dispute prior to issuance of the demand notice. The Adjudicating Authority is not expected to adjudicate disputed contractual claims requiring a detailed trial.

11. The Hon'ble Supreme Court in ***Mobilox Innovations Private Limited v. Kirusa Software Private Limited***, (2018) 1 SCC 353, has held that the Adjudicating Authority is required to determine whether there exists a plausible contention requiring investigation and that the dispute is not a patently feeble legal argument or an assertion unsupported by evidence.
12. It is not in dispute that the parties had continuous commercial dealings since the year 2021. The Corporate Debtor had been placing purchase orders upon the Operational Creditor and goods were supplied from time to time against tax invoices. The existence of commercial transactions between the parties is, therefore, admitted.
13. The Operational Creditor has relied upon purchase orders, invoices, GST returns, e-way bills, ledger

accounts, bank statements, NeSL records and various email communications to establish the operational debt and default. The Corporate Debtor does not dispute receipt of goods but disputes the quantum and contends that the accounts were subject to reconciliation.

14. The principal defence raised by the Corporate Debtor is that the parties maintained reciprocal running accounts requiring adjustment of debit and credit entries and that reconciliation of accounts was pending. It has further relied upon the internal change in management and subsequent verification of records to contend that the liability was never crystallized.
15. We have carefully examined the email dated **17.02.2026** relied upon by the Operational Creditor. The said communication specifically records that "**all pending dues will be clear by 31st March 2026**" and further records that a joint meeting would be held regarding pending orders and payment. Prima facie, the communication acknowledges the existence of pending

dues though discussion regarding the mode and timeline of payment was contemplated.

16. Likewise, the subsequent email dated 25.04.2026 records that the Corporate Debtor proposed execution of a fresh agreement and categorically stated that it "**will also pay all dues.**" Such communication again reflects acknowledgment regarding existence of outstanding dues notwithstanding the proposal for continuation of future business.

17. The email dated **27.05.2026** assumes further significance. The Corporate Debtor, while referring to financial constraints, proposed settlement of the outstanding liability by recording that it intended to "**lock this deal on Total 5 crores**", adjust a portion against future business transactions and make further payments through bank transfer depending upon improvement of cash flow. Such proposal proceeds on the basis that an outstanding liability existed.

18. The subsequent communication dated **02.07.2026** expressly records that "**the outstanding amount of 5**

crore payable to you will be adjusted and settled in full." Prima facie, this communication also recognises an existing liability and merely prescribes the manner in which the admitted amount was proposed to be discharged through future job work arrangements.

19. The contention of the Corporate Debtor that the aforesaid communications merely constituted settlement negotiations cannot be accepted at this stage in isolation. Each communication repeatedly refers to "pending dues", "all dues", "outstanding balance" and "amount payable", which are expressions ordinarily indicative of subsisting liability. Whether the liability was ultimately proposed to be discharged in cash or through commercial adjustment would not, by itself, efface the acknowledgment contained therein.

20. The Operational Creditor has also relied upon the Record of Default maintained with National e-Governance Services Limited (NeSL). The **Form-D** records the date of default as **12.09.2025** and the Date of Last Acknowledgement of Debt as **17.02.2026**, with

the authentication status being "**Deemed to be Authenticated**" as per Information as of 24.04.2026 submitted under the Information Utility Regulations. Though such record is rebuttable, it nevertheless constitutes relevant evidence supporting the Operational Creditor's case.

21. The plea regarding reconciliation of accounts has been raised by the Corporate Debtor principally after issuance of the Demand Notice. Except making a general assertion regarding reconciliation, pricing differences and reciprocal dealings, no contemporaneous correspondence prior to the Demand Notice has been placed on record demonstrating that any dispute regarding the subject invoices had been communicated to the Operational Creditor before issuance of the notice under Section 8 of the Code.

22. It has been argued by the Ld. Counsel of the Corporate Debtor that complaint has been filed against the earlier management regarding misappropriation of the funds and that concerns transactions with the Operational

Creditor also. The internal disputes between the erstwhile and present management of the Corporate Debtor, the transfer of shareholding and the complaint lodged against the former Director by the present management are matters concerning the internal affairs of the Corporate Debtor. Such internal disputes, in the absence of material establishing that the invoices themselves were disputed before issuance of the Demand Notice, cannot defeat the statutory remedy otherwise available under Section 9 of the Code.

- 23.** Having considered the pleadings and documents as a whole, we are of the prima facie view that the defence projected by the Corporate Debtor does not disclose a genuine dispute existing prior to issuance of the Demand Notice. On the contrary, the contemporaneous email correspondence consistently reflects acknowledgment of outstanding dues coupled with proposals regarding the manner and timeline of repayment.

24. In view of the foregoing discussion and upon consideration of the pleadings, contemporaneous email correspondence, the Record of Default maintained with the Information Utility, and the material available on record, we are satisfied that the Operational Creditor has established the existence of an Operational Debt, occurrence of default and due compliance with the mandatory requirements of Sections 8 and 9 of the Insolvency and Bankruptcy Code, 2016. The defence raised by the Corporate Debtor does not disclose any genuine pre-existing dispute within the parameters laid down by the Hon'ble Supreme Court in ***Mobilox Innovations Private Limited v. Kirusa Software Private Limited*, (2018) 1 SCC 353**. Accordingly, the present Company Petition deserves to be admitted.

25. Hence, in our view, the present Petition is complete in terms of Section 9 of the Code. The Operational Creditor is entitled to claim its dues, establishing the operational debt and default in payment of the Operational Debt beyond doubt. The outstanding Operational Debt is of more than rupees one crore which meets the threshold

limit as per section 4 of the Code and is well within the limitation for filing the present Petition. Accordingly, the Petition filed under section 9 of the Insolvency and Bankruptcy Code for initiation of corporate insolvency resolution process against the Corporate Debtor deserves to be admitted.

26. The Operational Creditor, during the course of hearing on 05.08.2026, did not press the name of the proposed Insolvency Professional mentioned in **Part-III of Form-5** and requested this Adjudicating Authority to appoint an Interim Resolution Professional from the panel maintained by the Insolvency and Bankruptcy Board of India.

27. In view of the foregoing discussion and for the reasons recorded hereinabove, the Company Petition is liable to be admitted. Accordingly, it is, **hereby ordered** as under: -

- (i) The present Company Petition bearing CP (IB) No.235/9/AHM/2026 filed under Section 9 of the Insolvency and Bankruptcy Code, 2016 is **admitted** and the Corporate Insolvency

Resolution Process against **Krux Pharma Private Limited** is hereby commenced.

- (ii) In terms of Sections 13, 14 and 15 of the Insolvency and Bankruptcy Code, 2016, the Corporate Insolvency Resolution Process (CIRP) is hereby commenced against the Respondent/Corporate Debtor with effect from the date of this Order.
- (iii) The declaration of Moratorium under Section 14 of the Insolvency and Bankruptcy Code, 2016 shall come into operation forthwith. The prohibitions contained in Section 14(1)(a) to (d) shall remain in force during the CIRP. However, Section 14(1) shall not apply to transactions notified by the Central Government under Section 14(3)(a) of the Code.
- (iv) In view of the statement made by the Learned Counsel for the Operational Creditor during the course of hearing, this Adjudicating Authority appoints **Mr. Jayesh Natvarlal Sanghrajka** having Registration No. IBBI/IPA-001/IP-P00216/2017-2018/10416, (e-mail: jayesh.sanghrajka@incorpadvisory.in) from the IBBI Panel List as the Interim Resolution Professional (**IRP**) under Sections 13(1)(c), 16 and 9(4) of the Insolvency and Bankruptcy Code, 2016, subject to filing written consent in Form-2,

Registration Certificate, valid Authorisation for Assignment (AFA) and requisite disclosures in accordance with the applicable IBBI Regulations within three days.

- (v) The IRP so appointed shall make a public announcement (e.g., newspapers, websites) under Regulation 6(2) of IBBI Regulations, 2016, of the initiation of the Corporate Insolvency Resolution Process and call for submissions of claims under section 15 within three days of his appointment as per Regulation 6 of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, as required by Section 13(1)(b) of the Code.
- (vi) The IRP shall perform all his functions as contemplated, inter-alia, by sections 17, 18, 20 and 21 of the Code. It is further made clear that all personnel connected with the Corporate Debtor, its promoters, or any other person associated with the management of the Corporate Debtor are under legal obligation as per section 19 of the Code to extend every assistance and cooperation to the IRP. Where any personnel of the Corporate Debtor, its promoters, or any other person required to assist or co-operate with IRP, do not assist or cooperate, the IRP is at liberty to make appropriate application to this Adjudicating

Authority with a prayer for passing an appropriate order.

- (vii) The Interim Resolution Professional shall immediately take control and custody of the assets, books of account, records and management of the Corporate Debtor in accordance with Sections 17, 18 and 20 of the Insolvency and Bankruptcy Code, 2016. If necessary, he shall be at liberty to seek appropriate assistance from the concerned authorities in accordance with law.
- (viii) The IRP shall be under a duty to protect and preserve the value of the property of the 'Corporate Debtor company' and manage the operations of the Corporate Debtor company as a going concern as a part of the obligation imposed by section 20 of the Code.
- (ix) The IRP or the RP, as the case may be, shall submit to this Adjudicating Authority a periodical report with regard to the progress of the CIRP in respect of the Corporate Debtor.
- (x) The Applicant/Operational Creditor shall deposit an amount of **Rs.3,00,000/-** with the Interim Resolution Professional within **three days** towards initial CIRP expenses, subject to adjustment by the Committee of Creditors in accordance with law.

- (xi) The Registry is directed to communicate a copy of this Order to the Applicant/Operational Creditor, the Respondent/Corporate Debtor, the Interim Resolution Professional and the Insolvency and Bankruptcy Board of India (IBBI) forthwith.

28. Accordingly, this Petition being **CP (IB) No.235/9/AHM/2026** is hereby **admitted**. A certified copy of this order may be issued, if applied for, upon compliance with all requisite formalities.

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SANJEEV SHARMA
MEMBER (TECHNICAL)

-sd-

SHAMMI KHAN
MEMBER (JUDICIAL)