NATIONAL COMPANY LAW TRIBUNAL
GUWAHATI BENCH
GUWAHATI

ORDER SHEET OF THE HEARING ON 28thOCTOBER 2026

IA(IBC)/106/GB/2026
In CP(IB)/25/GB/2025

Present: 1. Hon'ble Member (Judicial), Shri RammurtiKushawaha
2. Hon'ble Member (Technical), Shri Yogendra Kumar Singh

In the Matter of	Tayo Lummar Proprietor of M/s Lummar Enterprise Vs Sadguru Engineers & Allied Services Private Limited
Under Section	U/s 9of IBC, 2016

Appearances (via video conferencing/physically)

CP(IB)/25/GB/2025

For Petitioner (s) : Mr. Suraj Sharma, CS

For Respondent (s) : Mr. Anil Kumar Dubey, CS.

ORDER

CP(IB)/25/GB/2025

Order pronounced in open court *vide* separate sheets.

IA(IBC)/106/GB/2026

For Petitioner (s) : Mr. Anil Kumar Dubey, CS.

For Respondent (s) : Mr. Suraj Sharma, CS

ORDER

Order pronounced in open court *vide* separate sheets.

Sd/-
Yogendra Kumar Singh
Member (Technical)

Sd/-
Rammurti Kushawaha
Member (Judicial)

Zeba (PS)

NATIONAL COMPANY LAW TRIBUNAL

GUWAHATI BENCH

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CP(IB)/25/GB/2025

An application 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 CP(IB)/25/GB/2025:

Mr. Tayo Lummar Proprietor of M/s Lummar Enterprise (GSTIN 12AVGPL2530F1Z5) a Proprietorship concern, having address at E - 141, Rending Complex, Near Lagun Bridge, Barapani Bazar, Naharlagun, Papum Pare, Arunachal Pradesh – 791110.

…Applicant/Operational Creditor

-Versus-

Sadguru Engineers & Allied Services Private Limited (CIN: U45200AS2011PTC010659), having its registered office at Room No. 406, 4th Floor, Hanuman Tower, S.J. Road, Athgaon, Guwahati, Assam, India – 781001.

…Respondent/Corporate Debtor

Coram:

Shri Rammurti Kushawaha	:	Member (Judicial)
Shri Yogendra Kumar Singh	:	Member (Technical)

Appearances (through video conferencing/physical):

For Petitioner	:	Mr.Suraj Sharma (CS)
For Respondent	:	Mr. S. Mitra (Adv.), Mr. Anil Kumar Dubey (CS)

Order pronounced on: 28.10.2026

As Per Bench

1. The present Petition has been filed by **Mr. Tayo Lummar Proprietor of M/s Lummar Enterprise** ('Operational Creditor/Applicant'), under Section 9 of the Insolvency and Bankruptcy Code, 2016 ('the Code') read with Rule 6 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016, to initiate Corporate Insolvency Resolution Process ('CIRP') of **Sadguru Engineers & Allied Services Private Limited** ('Corporate Debtor') for an unresolved Operational Debt of **Rs. 3,96,96,415/-** (Rupees Three Crores Ninety-Six Lakhs Ninety-Six Thousand Four Hundred and fifteen only) as on **12.04.2025**.
2. As per the Operational Creditor/Petitioner, the brief facts of the case are as follows: -
   2.1 Mr. Tayo Lummar Proprietor of M/s Lummar Enterprise '(Operational Creditor') running its business as sole proprietorship concern under the name and style of M/s Lummar Enterprise. The Corporate Debtor i.e., Sadguru Engineers & Allied Services Private Limited engaged in the business of Works Contract Services, Transport of Goods by Road, Construction Services in Respect of Commercial or Industrial Buildings and Civil Structures, Retail Business, Supplier of Services, Recipient of Goods or Services, Wholesale Business and many more.
   2.2 The Corporate Debtor approached the Applicant for the supply of stone chips and stone dust, which led to the issuance of Work Order No. WO/SEASPL/2024-25/Lummar/001, dated 10.12.2024, by the Corporate Debtor in favour of the Applicant through E-mail dated 11.12.2024. A copy of the Work order dated 10.12.2024 along with the Copy of E-mail dated 11.12.2024 is annexed as *'Annexure F'.*
   2.3 In relation to the aforesaid Work Order, National Highways & Infrastructure Development Corporation Limited (NHIDCL) issued a Comfort Letter Bearing reference no JRT/NHIDCL/GM/JJ/PKG/371/2023/6064 dated 16.12.2024, in favor of Applicant through E-mail dated 16.12.2024 on the request of the Corporate Debtor. The said Comfort Letter extended Payment assurance to the Applicant, undertaking to secure payment in the event of any default by the Corporate Debtor in fulfilling its payment obligation for the supplied materials. Copy of the Comfort letter dated 16.12.2024 issued by NHIDCL along with copy of E-mail is annexed as *'Annexure G'.*

2.4 Pursuant to the aforesaid Work Order, the Applicant has duly supplied the requisite goods/materials to the Corporate Debtor during the Period from 11.12.2024 to 31.01.2025 & from 01.04.2025 to 12.04.2025 & has issued & raised various Invoices pertaining to the aforesaid supply, thereby creating a lawful and enforceable obligation on the part of the Corporate Debtor to make payment thereof.

2.5 The Corporate Debtor has raised approximately 1469 invoices, which are voluminous and bulky in nature. Accordingly, the Operational Creditor is annexing herewith only a set of invoices along with the present application. The Operational Creditor, however, undertakes to produce the complete set of invoices before this Hon'ble Adjudicating Authority as and when so directed. Copy of the calculation sheet along with certain invoices is annexed as *'Annexure-H'.*

2.6 The Operational Creditor is maintaining a detailed ledger account of the Corporate Debtor, which reflects all transactions, including outstanding invoices and payments. A Copy of the Ledger Account maintained by the Operational Creditor is annexed as *'Annexure- I'.*

2.7 The Operational Creditor has duly discharged the liability of GST by making the requisite payments on the invoices. The Operational Creditor has also filed the mandatory GST returns, including Form GSTR-1 and Form GSTR-3B for the relevant tax periods. This further substantiates the legitimacy and veracity of the claims made in the present application, thereby reinforcing the existence of an operational debt due and payable by the Corporate Debtor.

2.8 It is further submitted that all the invoices are duly acknowledged by the Corporate Debtor & confirm the delivery of supply at site. After such supply, the Corporate Debtor neither raised any dispute related to the quality of the goods nor returned it to the Applicant. Hence, it is clarified that there is no pre-existing dispute as u/s 9(3) (b) of the Code between the parties. Copy of the Affidavit u/s 9(3) (b) of the code is annexed as *'Annexure-J'.*

2.9 Furthermore, it is submitted that the Corporate Debtor has sent letter dated 01.07.2025, Ref No. HO/SEASPL/2024-25/Lummar/003 to the Applicant wherein the Corporate Debtor has acknowledged the Debt amount of Rs. 1,46,68,052/-. However, the actual debt amount is Rs. 3,96,96,415/-. Copy of

letter dated 01.07.2025 issued by Corporate Debtor to Applicant is annexed as *'Annexure- K'.*

2.10 The Operational Creditor has made multiple requests through telephonic communications to the Corporate Debtor for the payment of the outstanding invoices. Despite these repeated and earnest efforts, the Corporate Debtor has failed to make the payments.

2.11 Due to default in payment by the Corporate Debtor, the Operational Creditor sent Demand Notice in Form 3 under section 8 of the Code, 2016 read with rule 5 of the Insolvency (Application and to Bankruptcy Adjudicating Authority) Rules, 2016 at the registered office of the Corporate Debtor situated at Room No. 406, 4th Floor, Hanuman Tower, S.J. Road, Athgaon, Guwahati, Assam India, 781001 by Registered Post *vide* consignment no. RS605492759IN which was successfully delivered on 16.07.2025. Copy of the Demand Notice, along with Postal Receipts and Tracking Reports are annexed as *'Annexure- L'.*

2.12 The Operational Creditor also served Demand Notice along with all annexures *via* Electronic Mail available at MCA records upon the Corporate Debtor on 15.07.2025. Copy of the email is annexed as *'Annexure - M'.*

2.13 In response to the Demand Notice, Corporate Debtor had raised baseless, frivolous dispute which were never exist between the parties before the issue of the demand notice. A copy of the reply to the Demand Notice served by the Corporate Debtor is annexed as *'Annexure- N'.*

2.14 The Debt becomes due on various dates as per the invoices raised by the Operational Creditor. The Operational Creditor has issued various GST invoices on various dates. The last date of invoice was 12.04.2025. Therefore, the date from which such debt fell due is 12.04.2025. Hence, the Corporate Debtor is liable for an unresolved Operational Debt of Rs. 3,96,96,415/- (Rupees Three Crores Ninety-Six Lakhs Ninety-Six Thousand Four Hundred and fifteen only).

2.15 The Operational Creditor further submitted that there is no stay from any higher forum/Court.

3. Submission on behalf of Corporate Debtor *vide* Reply dated 19.02.2026:

3.1 The Corporate Debtor submitted that the present company petition filed by the applicant/operational creditor is not maintainable both in law as well as on facts, misconceived and is liable to be dismissed in limine.

3.2 Mr. Tayo Lummar operates solely as proprietor of M/s Lummar Enterprise, with actual control and management vested entirely in Mr. Shiva Harlalka and Mr. Sonjib Gogoi.

3.3 It is further submitted that while issuing the Notice under Section 8, the Applicant had given its address as 'C-3, 3rd Floor, River View Resideny, Borluit Path, Kharguli Hills, Guwahati-781004'. A Copy of the Envelope is annexed as *'Annexure No.1'*.

3.4 It is submitted that on perusal of GST Registration Certificate it shows that the Firm was registered on 04.06.2024 and as per the PAN Card the date of birth of Mr. Tayo Lummar is 20.10.2000 thereby it is highly unlikely that the business as detailed in the instant Application is being conducted by Mr. Tayo Lummar and as stated above operates solely as a namesake proprietor of M/s Lummar Enterprise.

3.5 Moreover, the Power of Attorney dated 14.09.2025 is not executed by the Applicant and the Respondent denies the execution and content of the Power of Attorney dated 14.09.2025.

3.6 The Respondent has firm belief that the instant proceeding has been initiated at the behest of the said Proposed Interim Resolution Professional being "Mr. Amit Pareek", Sri Shiva Harllka and Sri Sonjib Gogoi and all the aforesaid persons have already hatched a conspiracy to involve the Corporate Debtor in the present insolvency proceeding.

3.7 It is further submitted that the Respondent had not acknowledge the invoice raised by the Corporate Debtor and such statements have been made for compliance purpose without any basis other than that the statements made in Column 1.11 with regard to acknowledgment of debt is further incorrect rather the Applicant had suppressed material facts.

3.8 The Corporate Debtor submitted that the Corporate Debtor Company owing to its goodwill and reputation has been awarded various contractual works from various Government Departments and presently the Corporate Debtor apart from work issued by NHIDC issued various works from different work department. The Copies of the various Work Orders/LOA is annexed as *'Annexure No.2 (Series)'*.

3.9 The Corporate Debtor has been awarded works of Rs.114,79,65,082.79/- and subject to completion of the works, the Corporate Debtor Company is entitled for

balance sum of Rs.59,17,96,404/-, other than that on perusal of the various work orders the total security in the form of performance guarantee amounting to Rs.7,69,74,149/- is lying in the hands of the aforesaid authorities.

3.10 For the purpose of carrying out the aforesaid works, the Corporate Debtor Company had availed various financial assistance from various banks and financial institutions in total amounting to Rs.78,25,79,463/- only, which includes fund based loan amounting to Rs.47,74,33,120/- only, and non-fund based i.e., bank guarantees, performance guarantees amounting to Rs.30,51,46,343/- only by creating various securities.

3.11 Considering the financial soundness of the Corporate Debtor, in the second week of August 2023, Shri Shiva Harlalka approached CD's Director, Shri Mukesh Jalan, through Shri N.K. Pareek, the common Chartered Accountant of both parties. Shri Harlalka informed him that he was undertaking the construction of the Jhanji-Demow National Highway and that NHIDCL had floated a tender for the balance work of NH-37 from Jorhat to Jhanji under Packages I, II, III and IV. He represented that the project could be completed within six months and would yield a profit of approximately 40% of the total project cost.

3.12 Shri Shiva Harlalka further assured that he would provide ground support, procure all necessary construction materials and labour and execute the works. He represented that he possessed substantial machinery and equipment. He further stated that he owned a crusher plant at Naginimara, Nagaland and could install another crusher plant near the project site, ensuring that there would be no impediment in completing the works. The list of vehicles and machinery was subsequently shared by Shri Harlalka through WhatsApp on 29.05.2024. A Copies of the List of Vehicles (Fleet List) and Machinery are annexed as *'Annexure No. 5 & 6*'.

3.13 Shri Shiva Harlalka informed the Corporate Debtor's Director that he was unable to pay the EMIs of the aforesaid vehicles and machinery to the Financial Institutions. He therefore proposed that, if the Corporate Debtor undertook to pay the EMIs, along with the drivers' monthly salaries and daily expenses, amounting to approximately Rs. 2 crores per month, the vehicles and machinery would be made available to the Corporate Debtor without any rent or charges. In return, Shri Harlalka offered to provide ground support, procure materials and labour,

and supervise the execution of the works, while demanding 33% of the total project profits.

3.14 To assure the Corporate Debtor of the feasibility of the project, Shri Harlalka introduced its CD's Director to the GM, NHIDCL, who also represented that only about six months' work remained and that the project was achievable with Shri Harlalka's resources. Shri Harlalka further assured that the Corporate Debtor was required only to infuse the necessary capital, while he would be responsible for procuring materials, labour, machinery and equipment and ensuring completion of the project within the stipulated time.

3.15 Considering the confidence expressed by the GM, NHIDCL, in Shri Shiva Harlalka's ability to complete the remaining works and having regard to his existing machinery, equipment, labour, supplier network and crusher plants near the project site, the Corporate Debtor's Director agreed to participate in the tender process. It was agreed that the Corporate Debtor would infuse the necessary capital for execution of the project, while Shri Harlalka would undertake the works and complete them within six months, in consideration of 33% of the total project profit.

3.16 Accordingly, the Corporate Debtor, in association with Shri Harlalka, completed the requisite documentation and submitted its bid. Thereafter, Shri Harlalka assured the Corporate Debtor that the work would be allotted to it and on 11.12.2023, requested Rs. 50,00,000/- towards mobilisation of labour and machinery and establishment of a site camp. The Corporate Debtor accordingly paid Rs. 20,00,000/- to him *vide* Cheque No. 925723 dated 11.12.2023. Shri Harlalka subsequently requested Rs. 65,00,000/- towards payment of EMIs on his vehicles to prevent his accounts from becoming NPA, pursuant to which the Corporate Debtor paid the said amount *vide* Cheque No. 008476 dated 30.12.2023. A Copies of the Whatsapp Chats is annexed as *'Annexure No.7'*

3.17 Along with the Corporate Debtor, M/s Binni Construction and M/s M.P. Agarwala Pvt. Ltd. also participated in the tender process. In the second week of December 2023, Shri Shiva Harlalka and the GM, NHIDCL informed the concerned parties that two packages had been awarded to the Corporate Debtor and the remaining two to M/s Binni Construction and M/s M.P. Agarwala Pvt. Ltd. Since all four packages related to the balance work of NH-37 (Old) from

Jorhat to Jhanji, the GM, NHIDCL and Shri N.K. Pareek, the common Chartered Accountant, recommended that Shri Shiva Harlalka be permitted to execute the entire work.

3.18 Pursuant thereto, M/s Binni Construction and M/s M.P. Agarwala Pvt. Ltd. approached the Corporate Debtor for providing manpower, materials, equipment and machinery. Shri Harlalka agreed to execute the works on the same terms as agreed with the Corporate Debtor, including providing ground support and procuring materials. It was agreed that the Corporate Debtor would provide services and raise bills for the work, while Shri Harlalka would supervise and execute the works. Further, the proposed 33% profit was to be credited to Kiraats Construction Pvt. Ltd. Accordingly, the Corporate Debtor, on its own behalf and on behalf of M/s Binni Construction and M/s M.P. Agarwala Pvt. Ltd., entered into an MOU dated 08.01.2024 with Kiraats Construction Pvt. Ltd., wherein Shri Shiva Harlalka signed as a witness and his wife signed as Director of Kiraats Construction Pvt. Ltd. A Copy of the Memorandum of Understanding is annexed as *'Annexure No.8'*.

3.19 On perusal of the MOU dated 08.01.2024, it is evident that the respective works were allotted to the concerned parties, while Shri Shiva Harlalka was identified for providing ground support, procuring local materials, executing the works and making available resources, including his stone crushing plant at Tuli and Hotmix plant at Betbari. The MOU shows that Kiraats Construction Pvt. Ltd. was inducted into the arrangement on a profit-sharing basis at the instance of Shri Shiva Harlalka. The funds required for execution were to be arranged by the First and Second Parties, with Shri Harlalka undertaking to arrange suitable investors for any additional funding without affecting Kiraats Construction Pvt. Ltd.'s profit share. Management consultancy bills were also to be raised amongst the parties for equal distribution of profits.

3.20 Clause 2 of the MOU provided for compensation to Shri Harlalka for the use of his facilities and resources, including supply of metal and sand from the Tuli site, use of the Hotmix plant at Betbari and use of his machinery, with Kiraats Construction Pvt. Ltd. assuming responsibility for the machinery EMIs from January 2025. Clause 3 further provided for availing the services of M/s N.K. Pareek & Associates as consultant for the group.

3.21 Although the materials and Hotmix mixture were to be supplied by Shri Harlalka, the corresponding bills were to be raised in the name of Kiraats Construction Pvt. Ltd. as per his instructions. Accordingly, the Corporate Debtor paid Rs. 20,00,000/- to Kiraats Construction Pvt. Ltd. on 08.01.2024 and a further sum of Rs. 20,00,000/- on 12.01.2024, as instructed by Shri Harlalka, who represented that the funds were required towards payment of EMIs for his vehicles.

3.22 Thereafter, *vide* Letter of Award dated 15.01.2024, NHIDCL awarded two packages to the Corporate Debtor: (i) Balance four-laning work of NH-37 (Old) from Jorhat to Jhanji, km 453 to km 463, having a contractual value of Rs. 108 crores, subsequently revised to Rs. 102 crores; and (ii) Construction of the balance structures and Toll Plaza on the Jorhat-Jhanji section, having a contractual value of Rs. 63 crores. A Copies of the LOA dated 15.01.2024 is annexed as *'Annexure No.9&10'.*

3.23 For carrying out the aforesaid works as detailed above, the Corporate Debtor till July, 2025 had employed 235 employees on full time basis and 320 daily wage labours with estimate monthly pay out of Rs.55,00,000/- approx. across all sites. A Copy of the Salary Sheets is annexed as *'Annexure No.11'.*

3.24 Similarly, *vide* LOA dated 15.01.2024, NHIDCL awarded Package-II, relating to the balance four-laning work of NH-37 (Old) from Jorhat to Jhanji, km 463 to km 477, to M/s Binni Construction for a contractual value of Rs. 99 crores, subsequently revised to Rs. 93 crores. Package-III, relating to the stretch from km 477 to km 490+800, was awarded to M/s M.P. Agarwala Pvt. Ltd. for a contractual value of Rs. 81 crores. A Copy of the LOA dated 15.01.2024 is annexed as *'Annexure No. 12'.*

3.25 After issuance of the LOA and prior to handing over of the site, the Corporate Debtor, as instructed by Shri Shiva Harlalka, transferred Rs. 3.15 crores to Kiraats Construction Pvt. Ltd. between 20.01.2024 and 09.02.2024 and a further Rs. 1.85 crores to Shri Harlalka on 13.02.2024. Thus, before handing over of the site, a total sum of Rs. 5 crores had been paid to Shri Harlalka and Kiraats Construction Pvt. Ltd. The said amount was to be utilised for mobilisation and commencement of Packages I, II and IV, including payment of salaries, procurement of materials, and EMIs and salaries of drivers and staff.

3.26 On 14.02.2024, NHIDCL handed over the site to the Corporate Debtor, which thereafter commenced execution of Packages I, II and IV under the supervision of Shri Harlalka. As agreed, Shri Harlalka was responsible for arranging labour, staff and technical personnel, procuring materials and supervising the works, while the Corporate Debtor was required to make payments towards salaries, vendors, materials and EMIs, either through Shri Harlalka or directly to the concerned parties as instructed by him. A Copy of the Salary Statement of the staffs is annexed as *'Annexure No.13'.*

3.27 Subsequently, disputes arose between the Director of M/s M.P. Agarwala Pvt. Ltd. and Shri Harlalka, pursuant to which M/s M.P. Agarwala Pvt. Ltd. issued notice dated 26.06.2024 cancelling the MOU dated 08.01.2024 and decided to execute Package-III itself. Accordingly, the arrangement under the MOU ceased to operate in respect of M/s M.P. Agarwala Pvt. Ltd.; however, the arrangement between the Corporate Debtor and M/s Binni Construction continued. A Copy of the Notice dated 26.06.2024 is annexed as *'Annexure No.14.'*

3.28 It is relevant to note that, while making payments, NHIDCL deducted 13.90% from each bill towards retention money (6%), delayed achievement of milestones (5.45%), Non-Conformance Reports (0.61%), non-completion of work (1.86%) and recovery/penalty (0.03%).

3.29 As per the arrangement, the Corporate Debtor provided manpower and materials to M/s Binni Construction for execution of the works and raised corresponding bills. M/s Binni Construction made payments upon receipt of funds from NHIDCL. The Corporate Debtor maintained regular books of account in respect of the work contracts, which reflected an outstanding amount of Rs. 41,80,54,492/- against M/s Binni Construction as on 19.09.2025. A Copy of the Ledger of M/s Binni Construction is annexed as *'Annexure No.15'.*

3.30 The ledger accounts maintained by the Corporate Debtor further show that, as on 31.03.2024, Rs. 11,70,98,000/- had been transferred to Shri Shiva Harlalka and Rs. 8,05,50,000/- to Kiraats Construction Pvt. Ltd. Shri Harlalka had raised three invoices in the name of Kiraats Construction Pvt. Ltd. aggregating to Rs. 9,81,60,170/-, against which Rs. 1,98,85,114/- remained outstanding, including TDS of Rs. 16,63,732/-. At the same time, Rs. 11,70,98,000/- was shown as payable by Shri Harlalka to the Corporate Debtor. On a consolidated basis, the

accounts reflected an excess payment of Rs. 9,72,12,886/- made by the Corporate Debtor to Shri Harlalka/Kiraats Construction Pvt. Ltd. as on 31.03.2024. The said transactions also demonstrate the extent of financial reliance and trust placed by the Directors of the Corporate Debtor upon Shri Harlalka. A Copy of the 3 Nos. of Invoices of Kiraats Construction Pvt. Ltd. is annexed as *'Annexure No.16(Series)'.*

3.31 On perusal of the invoices issued by Kiraats Construction Pvt. Ltd., it appears that the same were raised towards work contracts arising from the construction works awarded by NHIDCL *vide* LOA dated 15.01.2024. The invoices covered expenses relating to suppliers, staff, vehicles and machinery. In terms of the arrangement, Shri Shiva Harlalka was responsible for supervising and executing the works and dealing with various suppliers. Accordingly, the Corporate Debtor, acting on his instructions, made payments directly to third-party suppliers or transferred funds to Shri Harlalka and Kiraats Construction Pvt. Ltd. for onward disbursement.

3.32 Between 01.04.2024 and 31.03.2025, the Corporate Debtor transferred Rs. 60,56,90,365/- to Shri Shiva Harlalka and Rs. 31,43,67,830/- to Kiraats Construction Pvt. Ltd. During this period, Shri Harlalka raised 12 invoices in the name of his proprietorship concern aggregating to Rs. 93,28,04,768/- and four invoices in the name of Kiraats Construction Pvt. Ltd. aggregating to Rs. 8,35,02,879/-. Of the 12 invoices, 3 invoices dated 21.12.2024 amounted to Rs. 25,84,59,532/-, while the remaining 9 invoices dated 20.02.2025 and 22.02.2025 aggregated to Rs. 67,43,45,236/-. Although the said 9 invoices were uploaded on the GST portal, Shri Harlalka subsequently withdrew them and issued corresponding Credit Notes. Thereafter, 13,523 invoices showing purported supply of stone chips, aggregating to Rs. 50,37,62,640/-, were uploaded on the GST portal. As no corresponding supplies were made to the Corporate Debtor, the said invoices were rejected.

3.33 The Corporate Debtor, however, accepted 8 of the 9 work-contract invoices and availed Input Tax Credit thereon, while rejecting Invoice No. GST/WC/24-25/16 dated 22.02.2025, amounting to Rs. 6,83,36,849/-. Further, in March 2025, Shri Harlalka uploaded 18 invoices relating to vehicles, whereas keys of only 10 vehicles were provided to the Corporate Debtor and copies of only 10 invoices were furnished. Consequently, eight invoices were rejected. Similarly, against the 13,523 purported stone-chip invoices, copies of only approximately 500 invoices

were provided to the Corporate Debtor. A Copies of the Form GSTR-2B relating to Work Contract and Form GSTR-2B relating to 13,523 fictious Invoices are annexed as *'Annexure No.17&18'*.

3.34 As per the arrangement between the Corporate Debtor and Shri Shiva Harlalka, the Corporate Debtor was responsible for payment of EMIs of his vehicles and the salaries of their drivers, while the vehicles were to be provided without freight charges. From July 2024, Shri Harlalka further requested the Corporate Debtor to bear the fuel expenses of the vehicles being used for the project, assuring reimbursement of the same. Accordingly, the Corporate Debtor arranged fuel from various suppliers, including IOCL.

3.35 *Vide* email dated 08.10.2024, the Corporate Debtor requested IOCL to supply approximately 500 KL of HSD per month on credit for the ongoing road construction works. Pursuant thereto, IOCL agreed to the arrangement from 08.10.2024 to 07.10.2025. Between 22.10.2024 and 19.03.2025, the Corporate Debtor purchased HSD and bitumen from IOCL on credit for a total amount of Rs. 26,54,40,357/-, of which bitumen amounting to Rs. 15,48,132/- was purchased on 01.02.2025. In respect of Shri Harlalka's vehicles, the Corporate Debtor paid Rs. 13,88,29,705/- to various suppliers towards fuel between 01.07.2024 and 31.05.2025. Shri Harlalka also purchased cement worth Rs. 19,00,000/- and Bituminous Concrete worth Rs. 98,86,190/- from the Corporate Debtor, which were duly accepted and reflected in the GST records, with Input Tax Credit being availed by Shri Harlalka. A Copies of the Minutes dated.08.10.2024 and Ledger of the Corporate Debtor maintained by IOCL is annexed as *'Annexure No.19(Series).'*

3.36 Further, between 01.04.2025 and 03.05.2025, the Corporate Debtor transferred an additional Rs. 2.41 crores to Shri Harlalka. Thus, from 11.12.2023 to 31.05.2025, the Corporate Debtor had transferred a total of Rs. 74,63,88,365/- to him. After accounting for the materials purchased by Shri Harlalka, fuel expenses borne by the Corporate Debtor and the work-contract invoices raised by him, the consolidated ledger reflected an amount of Rs. 3,96,62,340.30/- as recoverable by the Corporate Debtor from Shri Harlalka.

3.37 As regards Kiraats Construction Pvt. Ltd., between 01.04.2024 and 31.03.2025, the Corporate Debtor transferred Rs. 31,43,67,830/- as instructed by Shri

Harlalka, out of which Rs. 20,61,00,000/- was refunded by Kiraats Construction Pvt. Ltd. Thereafter, further payments of Rs. 25,80,122/- were made between 01.04.2025 and 27.05.2025. Thus, from 08.01.2024 to 27.05.2025, the Corporate Debtor had paid a total of Rs. 19,05,38,311/- to Kiraats Construction Pvt. Ltd., including TDS of Rs. 30,79,035/-. Against the same, Kiraats Construction Pvt. Ltd. raised 7 work-contract invoices aggregating to Rs. 18,16,63,049/-, resulting in an excess payment of Rs. 88,75,262/-, which the Corporate Debtor claims to be entitled to recover. A Copies of the Ledger of Shri Shiva Harlalka & Kiraats Construction Pvt. Ltd maintained by the Corporate Debtor and Bank Statement of the Corporate Debtor is annexed as *'Annexure No.20, 21 & 22*'.

3.38 Further, as per the instructions of Shri Shiva Harlalka, the Corporate Debtor paid Rs. 71,23,214/- directly to various suppliers of Kiraats Construction Pvt. Ltd.; however, the said amount has not been reimbursed by Shri Harlalka or Kiraats Construction Pvt. Ltd. The ledger maintained by the Corporate Debtor further shows that, despite total payments of Rs. 74,63,88,365/- to Shri Harlalka, he failed to substantiate the utilisation of the said amount by producing corresponding invoices. Instead, after raising work-contract invoices, he subsequently withdrew several of them by issuing Credit Notes and uploaded 13,523 invoices on the GST portal showing purported supply of stone chips worth Rs. 50,37,62,640/-, which were rejected by the Corporate Debtor. Similarly, despite payments of Rs. 19,05,38,311/- to Kiraats Construction Pvt. Ltd., only work-contract invoices aggregating to Rs. 18,16,63,049/- were produced, without supporting documents establishing utilisation of the remaining amounts. A Copy of the Ledger in the name ofKiraats Construction Pvt. Ltd. is annexed as *'Annexure No.23.'*

3.39 It is further stated that, on 03.05.2025, Shri Shiva Harlalka instructed the Corporate Debtor through WhatsApp to transfer Rs. 50,00,000/- to Shri Barun Kr. Sahani, stated to be the accountant of Shri Harlalka/Kiraats Construction Pvt. Ltd., for onward payment to suppliers. Accordingly, the Corporate Debtor transferred the said amount through RTGS; however, no proper account or reconciliation of the amount has been furnished till date. A Copies of the Linked In Profile of Barun Kr. Sahani, Bank Statement of the Corporate Debtor regarding relevant entry dated.03.05.2025 and the Bank Statement of Kiraats Construction Pvt. Ltd. is annexed as *'Annexure No.24,25,&26'.*

3.40 The MOU dated 08.01.2024 contemplated that essential resources, including stone chips, would be arranged by Shri Harlalka from his crusher plant at Tuli. Subsequently, he informed the Corporate Debtor that stone chips would be supplied from his crusher plant at Naginimora, Nagaland and later stated that the plant had been sold to Shri Sonjib Gogoi and that payments for such supplies should accordingly be made to him. Relying upon Shri Harlalka's representations and his overall supervision of the project, the Corporate Debtor made the payments as instructed. A Copy of the GST details of M/S. Shiva Harlalka is annexed as *'Annexure No.27'.*

3.41 It is further submitted that Shri Harlalka, taking advantage of his close association with the GM, NHIDCL, exerted pressure upon the Corporate Debtor to make payments as demanded and threatened to stop the works and withdraw his manpower, materials and machinery whenever the Corporate Debtor sought proper accounts. It is alleged that the GM, NHIDCL also threatened cancellation of the work if Shri Harlalka was removed or his payment demands were not met. Consequently, the Corporate Debtor continued making payments to Shri Harlalka, Kiraats Construction Pvt. Ltd. and various suppliers as instructed by him, particularly having regard to the substantial capital already infused into the project and the consequences of withdrawal or failure to complete the works.

3.42 The ledger accounts indicate that the Corporate Debtor had, in aggregate, paid Rs. 93,69,26,676/- to Shri Harlalka and Kiraats Construction Pvt. Ltd. and continued making payments under the aforesaid circumstances.

3.43 Shri Shiva Harlalka informed the Corporate Debtor that between 26.10.2024 and 09.12.2024, Shri Sonjib Gogoi supplied various construction materials from the Naginimora Crusher Plant in the name of M/s S.N. Enterprise, including stone chips, stone dust, P. gravels, washed sand and WMM. The materials were supplied against delivery challans without corresponding invoices. The Corporate Debtor verified the quantities received at the site and maintained a Stock Register accordingly. As per the records, materials worth Rs. 88,66,840/- (excluding GST) were supplied during the said period, though no invoices were furnished. Against the said supplies, the Corporate Debtor, as instructed by Shri Harlalka, made payments aggregating to Rs. 1,13,60,000/- to Shri Sonjib Gogoi. A Copies of the Stock Register and Ledger of Sri Sanjib Gogoi is annexed as *'Annexure No.28&29'.*

3.44 In September 2024, Shri Harlalka informed the Corporate Debtor that suppliers had stopped extending credit due to the stipulated completion period and the progress of the project and were demanding Comfort Letters from NHIDCL. Accordingly, the Corporate Debtor requested NHIDCL to issue such letters, which were issued from time to time on the basis of quotations and corresponding work orders submitted by the suppliers.

3.45 With a view to completing the project by February 2025, the Corporate Debtor sought financial assistance of Rs. 33 crores from M/s Jandu Construction Pvt. Ltd. The proposed sub-contracting arrangement was approved by NHIDCL *vide* letter dated 16.12.2024. Under the agreement, M/s Jandu Construction Pvt. Ltd. was permitted to make payments directly to the Corporate Debtor's vendors, with the requisite approvals. Pursuant thereto, M/s Jandu Construction Pvt. Ltd., at the request of the Corporate Debtor, paid Rs. 1 crore to Shri Sonjib Gogoi in two instalments of Rs. 50 lakhs each, against which invoices dated 18.12.2024 and 10.01.2025 were issued.

3.46 Similarly, M/s Binni Construction obtained financial assistance from M/s Anil Das Constructions Pvt. Ltd., which, at its request, paid Rs. 50 lakhs to Shri Sonjib Gogoi against an invoice dated 10.01.2025. A Copies of the Letter dated 06.12.2024 and 17.12.2024 sent *vide* e-mail dtd.17.12.2024 and Invoice dated 18.12.2024, email dated 02.01.25 and Invoice dated 10.01.2025 are annexed as *'Annexure No.30(Series)'.*

3.47 As per the arrangement, M/s Jandu Construction Pvt. Ltd. paid an aggregate sum of Rs. 6.78 crores to various vendors, including Rs. 1 crore to Shri Sonjib Gogoi. The said amount was subsequently repaid along with 15% interest by adjustment from the running bills of the Corporate Debtor. The Sanction Order dated 01.08.2025 reflects repayment of Rs. 7,80,03,287/-. Similarly, the financial assistance extended by M/s Anil Das Constructions Pvt. Ltd. was repaid through deductions from the running bills of M/s Binni Construction, as reflected in the Sanction Order dated 05.08.2025. A Copies of the Sanction Order dated 01.08.2025 and Sanction Order dated. 05.08.2025 are annexed as *'Annexure No.32&33'.*

3.48 It is relevant to state that, under the terms of the Agreement, M/s Jandu Construction Private Limited ("Jandu Construction") was permitted to make

payments directly to the vendors of the Corporate Debtor, at its request and for the portion of work allotted to Jandu Construction, subject to the consent of the Authority's Engineer. Accordingly, Jandu Construction extended financial assistance by making payments to various vendors, including Shri Sonjib Gogoi. It is alleged that, towards such payments, Shri Sonjib Gogoi issued three invoices of Rs.50,00,000/- each in favour of Jandu Construction and M/s Anil Das Constructions Pvt. Ltd. for alleged supply of soil. However, the said invoices do not contain details such as E-way Bill numbers, dates of supply or truck numbers. Further, all three invoices, including the invoice dated 18.12.2024 and two invoices dated 10.01.2025, purportedly record supply of 7,142.85 cubic metres of soil in a single transaction. The Corporate Debtor has, therefore, alleged that the said invoices were issued merely for compliance purposes and that no actual supply was made to the sub-contractors. It has accordingly sought production of the relevant transit passes and E-way Bills by Shri Sonjib Gogoi to establish whether the alleged supplies were actually made.

3.49 It is further stated that, before making any payment to the vendors, the Corporate Debtor was required to obtain the consent of the Authority's Engineer, M/s MSV International Inc. The Corporate Debtor and M/s Binni Construction accordingly sought such consent, which was granted by the Authority's Engineer after verification of the claims. Copies of the relevant emails dated 02.01.2025 and 03.01.2025 and letters dated 17.12.2024 and 03.01.2025 have been annexed as *'Annexure No.34 (Series)'.*

3.50 Thereafter, on 10.12.2024, Shri Shiva Harlalka informed the Director of the Corporate Debtor that Shri Sonjib Gogoi had requested issuance of a Work Order for supply of stone chips and stone dust in the name of his proprietorship concern, M/s Lummar Enterprise, instead of M/s S.N. Enterprise. On his instructions, the Corporate Debtor issued a Work Order dated 10.12.2024 in favour of M/s Lummar Enterprise and M/s Binni Construction was also requested to issue a corresponding Work Order. Copies of the relevant WhatsApp communication, letter and Work Orders have been annexed as *'Annexure Nos.35 to 38'.*

3.51 On the basis of the aforesaid Work Orders, NHIDCL issued Comfort Letters dated 16.12.2024 in favour of M/s Lummar Enterprise on behalf of the Corporate Debtor and M/s Binni Construction, which were communicated to Shri Sonjib

Gogoi by email dated 16.12.2024. Copies thereof is annexed as *'Annexure Nos.39 and 40'.*

3.52 It is further stated that Shri Shiva Harlalka informed the Corporate Debtor that M/s Lummar Enterprise was the proprietorship concern of Shri Sonjib Gogoi. Accordingly, the Corporate Debtor continued to maintain its books of account in respect of the materials supplied by Shri Gogoi in his individual name, not in the name of M/s S.N. Enterprise nor M/s Lummar Enterprise. From 11.12.2024 to 12.04.2025, materials were allegedly supplied without invoices, against challans of M/s S.N. Enterprise in which the name of the said concern was manually struck off and replaced with M/s Lummar Enterprise.

3.53 Upon receipt of the materials at site, the authorised representatives of the Corporate Debtor verified the actual quantity received and issued corresponding challans. On the basis thereof, the Corporate Debtor maintained its Stock Register in Google Sheets, as no invoices were furnished at the time of supply. It is stated that, in accordance with Clauses 5 and 9 of the Work Order dated 10.12.2024, the Corporate Debtor accepted the materials in good faith on the basis of the agreed rates and actual quantities received. Copies of the challans issued by Shri Sonjib Gogoi and the Corporate Debtor is annexed as *'Annexure Nos.41 (Series) and 42 (Series)*'.

3.54 It is further alleged that, despite the continued payments made to Shri Shiva Harlalka under pressure to ensure continuation of the project, the pace of work remained unsatisfactory in comparison with the capital infused by the Corporate Debtor. As creditors thereafter began demanding payment from the Corporate Debtor, its Director called upon Shri Shiva Harlalka to furnish proper accounts of the amounts received by him. In response, Shri Harlalka shared screenshots of Excel sheets purportedly showing utilisation of the funds; however, according to the Corporate Debtor, he failed to furnish authenticated bills or supporting documents substantiating the said transactions.

3.55 Thereafter, considering the repeated threats by Shri Shiva Harlalka to stop the works and to procure termination of the contract through the GM, NHIDCL, and also having regard to the unsatisfactory progress of the project, the Director of the Corporate Debtor asked Shri Harlalka to discontinue supervision of the works in the first week of April 2025. This resulted in disputes between the parties,

whereupon Shri Harlalka demanded Rs.20 crore from the Corporate Debtor, comprising Rs.10 crore towards procurement of materials and Rs.10 crore towards use of his plant and machinery.

3.56 It is further alleged that Shri Harlalka did not withdraw from the site but instead sought intervention of the GM, NHIDCL to pressurise the Corporate Debtor not to remove him. When the Corporate Debtor declined, the GM, NHIDCL, on 08.04.2025, called upon Shri Sonjib Gogoi and other vendors to furnish details of the quantity and value of materials supplied or proposed to be supplied up to 15.04.2025, stating that the Comfort Letters would cease to operate from 15.04.2025. Thereafter, by email dated 24.04.2025, reminders were issued to the vendors to submit their invoices within three days. Copies of the relevant emails dated 08.04.2025 and 24.04.2025 is annexed as *'Annexure Nos.44 and 45.'*

3.57 On 24.04.2025 at about 2:08 p.m., the GM, NHIDCL issued a notice proposing termination of the contract. It is alleged that, at the same time, Shri Shiva Harlalka forwarded the same notice to the Corporate Debtor through WhatsApp. According to the Corporate Debtor, the simultaneous communication of the notice indicates coordination between Shri Harlalka and the GM, NHIDCL. Copies of the email, termination notice and WhatsApp communication is annexed as *'Annexure Nos.46 and 47'*.

3.58 It is stated that, upon meeting the GM, NHIDCL, the Director of the Corporate Debtor was informed that, if Shri Harlalka was not permitted to continue with the balance work, the contract would stand terminated. In the circumstances, the Director of the Corporate Debtor was compelled to execute an Undertaking dated 24.04.2025, inter alia, acknowledging that: (i) machinery belonging to Shri Harlalka, including excavators, dumpers, pavers, crusher plants and HMP, had been utilised; (ii) Rs.10 crore would be paid towards materials allegedly procured by Shri Harlalka; (iii) a further Rs.10 crore would be paid towards use of his plant, machinery and equipment; (iv) the reconciliation by CA N.K. Pareek would be confined to amounts paid and received and would not cover the ultimate utilisation thereof; (v) amounts found due upon verification would be paid from the running bills received from the Department; (vi) out of the additional Rs.10 crore, Rs.5 crore would be paid from running bills and the balance Rs.5 crore from retention money and COS; and (vii) Shri Harlalka would ensure prompt execution

of the works. A copy of the Undertaking dated 24.04.2025 is annexed as *'Annexure No.48'*.

3.59 The Corporate Debtor contends that the aforesaid Undertaking was executed under compulsion and Shri Harlalka had failed to furnish proper and authenticated accounts regarding utilisation of the amounts received by him and Kiraats Construction Pvt. Ltd.

3.60 Thereafter, on 25.04.2025, the GM, NHIDCL issued a communication requiring the Corporate Debtor to clear the alleged outstanding liabilities of various suppliers/vendors and enclosed details thereof as Annexure-1. The Corporate Debtor alleges that the said details were not duly verified. It is pointed out that, in respect of M/s Lummar Enterprise, Shri Sonjib Gogoi had not furnished the bills pursuant to the email dated 08.04.2025, while in respect of M/s Binni Construction, the column relating to receipt of ledger records stated "reply awaited", indicating that the relevant invoices had not been furnished. Copies of the communications dated 25.04.2025 is annexed as *'Annexure Nos.49 and 50'.*

3.61 It is further stated that, after the Corporate Debtor stopped making further payments as demanded by Shri Harlalka, the GM, NHIDCL continued to exert pressure upon the Corporate Debtor. On 23.05.2025, NHIDCL issued a notice concerning encashment of the Bank Guarantee and called upon the Corporate Debtor to make payment to suppliers/vendors within seven days. The Corporate Debtor submits that no claim on behalf of the Applicant was enclosed or submitted with the said communication. A copy thereof has been annexed as *Annexure No.51*. A similar communication dated 23.05.2025 was issued in relation to the alleged liability of M/s Binni Construction, wherein Shri Sonjib Gogoi, on behalf of M/s Lummar Enterprise, was stated to have raised a claim of Rs.5 crore against M/s Binni Construction. The said communication is annexed as *'Annexure No.52'.*

3.62 It is further stated that, prior to 29.05.2025, Shri Sonjib Gogoi had been dealing with Shri Shiva Harlalka and that the Corporate Debtor had been informed that the stone chips, stone dust, P. gravels, washed sand and WMM were being procured from the Naginimora Crusher Plant allegedly owned and operated by Shri Harlalka in the name of M/s S.N. Enterprise. The GST registration furnished to the Corporate Debtor showed the principal place of business at Ward No.9, near Nagaland Gate, Naginimora Town, Nagaland.

3.63 On 29.05.2025, Shri Sonjib Gogoi contacted the Director of the Corporate Debtor, Shri Mukesh Jalan, for the first time through WhatsApp and forwarded eight bills for May 2025 along with a statement of the alleged outstanding amount, including freight and GST, seeking payment after verification. The documents did not contain invoice numbers. Shri Gogoi acknowledged receipt of Rs.19 lakh in cash and claimed a balance of Rs.10,06,799/-. The Corporate Debtor states that, upon receiving the bills, its Director pointed out discrepancies relating to various trips from October 2024 to April 2025 and sought supporting challans evidencing receipt of the materials. Shri Gogoi thereafter furnished challans for December 2024 to April 2025 and subsequently on 05.06.2025, for October and November 2024; however, according to the Corporate Debtor, complete challans for all the alleged supplies were still not furnished.

3.64 Thereafter, on 01.06.2025 and 03.06.2025, Shri Sonjib Gogoi again shared statements showing an alleged outstanding balance of Rs.10,06,799/- as on 24.05.2025, while acknowledging receipt of Rs.19 lakh in cash allegedly paid by Shri Shiva Harlalka on behalf of the Corporate Debtor.

3.65 Thereafter, on 04.06.2025, a meeting was held at the office of Shri Shiva Harlalka, in the presence of Shri Sonjib Gogoi, the Director of the Corporate Debtor, Shri Mukesh Jalan, and his daughter. During the meeting, Shri Sonjib Gogoi demanded Rs.3.50 crore towards full and final settlement of the alleged dues for supplies made to the Corporate Debtor and M/s Binni Construction. The said claim was disputed, as the ledger maintained by the Corporate Debtor reflected payments of Rs.5,72,22,273/- to Shri Sonjib Gogoi. It is alleged that Shri Shiva Harlalka and Shri Sonjib Gogoi disputed the said ledger and denied the payments made to Shri Gogoi, including amounts paid through Shri Harlalka and Kiraats Construction Pvt. Ltd. for onward payment to him, resulting in further disputes between the parties.

3.66 It is further stated that a dispute also arose regarding freight charges. The Corporate Debtor contended that, having borne the EMIs and salaries relating to Shri Harlalka's vehicles and having also provided fuel, it was not liable to bear freight charges. While the said contention was disputed by Shri Harlalka and Shri Gogoi, Shri Gogoi agreed to furnish details of diesel consumed by the vehicles used for the supplies so that the corresponding diesel cost could be adjusted. The

Corporate Debtor, however, did not accept the settlement proposed by Shri Gogoi.

3.67 On the evening of 04.06.2025, Shri Sonjib Gogoi shared, through WhatsApp, details running into 28 pages regarding diesel consumed by the vehicles used for transportation of the materials. According to the said statement, 1,16,266 litres of diesel were consumed between 14.12.2024 and 24.04.2025, amounting to Rs.1,04,71,860/-. Despite the accounts remaining disputed, Shri Gogoi continued to request payment. On 06.06.2025, he requested that the accounts be finalised before his departure and on 07.06.2025, he requested payment of the alleged balance for May 2025. Accordingly, on 08.06.2025, the Corporate Debtor transferred Rs.5,00,000/- to Shri Gogoi. Again, on 16.06.2025, Shri Gogoi sought confirmation as to whether the accounts had been finalised and requested settlement of the cash-purchase balance. The Corporate Debtor relies upon these communications to contend that Shri Gogoi had also received payments in cash through Shri Shiva Harlalka.

3.68 It is further alleged that Shri Harlalka thereafter approached the GM, NHIDCL and sought intervention for recovery of the alleged dues of Shri Gogoi. The GM, NHIDCL consequently called upon the Corporate Debtor to make payments to Shri Gogoi without final reconciliation of the accounts and warned that the Bank Guarantee could otherwise be encashed. The Corporate Debtor submits that, despite disputing the alleged liability, Shri Gogoi had neither furnished complete invoices nor filed GST returns corresponding to the amounts claimed.

3.69 In response, by email dated 02.07.2025, the Corporate Debtor informed Shri Sonjib Gogoi and the GM, NHIDCL of its reconciled ledger position and requested confirmation thereof. Referring to the letter dated 01.07.2025, the Corporate Debtor sought acknowledgment of the reconciled figure within 3 days and requested Shri Gogoi to communicate any discrepancy. The Corporate Debtor enclosed its ledger, stating that Shri Gogoi had not furnished copies of the invoices and that certain payments, including Rs.1.50 crore made by M/s Jandu Construction Pvt. Ltd. and M/s Anil Das Constructions Pvt. Ltd., were not reflected therein. It was further stated that freight charges had not been deducted in accordance with the Work Order dated 10.12.2024 and therefore the ledger balance did not represent the actual amount payable.

3.70 The summary of materials furnished by Shri Sonjib Gogoi, whether in the name of M/s S.N. Enterprise, Shri Sonjib Gogoi or M/s Lummar Enterprise, reflected total supplies of 15,70,932 CFT up to April 2025. Against the same, the Corporate Debtor's ledger reflected payments of Rs.5,72,22,273/-. In addition, payments of Rs.1,50,00,000/- made by M/s Jandu Construction Pvt. Ltd. and M/s Anil Das Constructions Pvt. Ltd. and Rs.19,00,000/- paid in cash were stated to be outside the ledger. Thus, according to the Corporate Debtor, the aggregate payments made towards the alleged supplies amounted to Rs.7,41,22,273/-.

3.71 The Corporate Debtor further contends that, while filing the application under Section 9 of the IBC, Shri Sonjib Gogoi relied upon the email dated 01.07.2025 without annexing all the accompanying documents. According to the Corporate Debtor, the contents of the said communication also indicate that diesel and transit-pass charges were liable to be adjusted from the amount claimed. Copies of the email dated 02.07.2025, along with the letter dated 01.07.2025, ledger of Shri Sonjib Gogoi and summary of accounts, is annexed as *Annexure No.54.*

3.72 That thereafter, vide email dated 05.07.2025, the GM, NHIDCL, at the instance of Shri Shiva Harlalka and Shri Sonjib Gogoi, forwarded the ledger accounts submitted by Shri Sonjib Gogoi in respect of the alleged dues of the Corporate Debtor and M/s Binni Construction and directed release of the payments within 5 days, failing which the amount would be recovered from the subsequent bills. The Corporate Debtor was also directed to collect the hard copies of the invoices from the NHIDCL office at Jorhat, which were stated to have been submitted vide Letter dated 23.06.2025. Copies of the emails dated 05.07.2025, Letters dated 23.06.2025 and the respective Ledger Accounts are annexed as *Annexure Nos.55 and 56.*

3.73 For the first time, the Corporate Debtor came to know of the various invoices allegedly prepared by Shri Sonjib Gogoi and submitted to NHIDCL, instead of being furnished to the Corporate Debtor. The Corporate Debtor alleges that the said invoices were subsequently used to exert pressure upon it, particularly when NHIDCL was repeatedly issuing communications threatening invocation of the Bank Guarantee, termination of the contract and deduction of the alleged dues from the running bills. The Corporate Debtor further disputes the genuineness of the invoices on the ground that the serial numbers appear improbable. The

invoices relating to the Corporate Debtor were numbered from 1 to 1153 for the period from 11.12.2024 to 31.01.2025 and again from 1 to 319 for the period from 01.04.2025 to 12.04.2025, whereas the invoices relating to M/s Binni Construction were numbered from 1154 to 2660 for the period from 01.02.2025 to 31.03.2025. It is further stated that the said invoices were not uploaded on the GST Portal prior to July/August 2025.

3.74 In August 2025, Shri Sonjib Gogoi uploaded 2,974 invoices in the GST Portal in respect of the Corporate Debtor, amounting to Rs.3,96,96,415/-, which were rejected by the Corporate Debtor as the accounts remained unsettled and disputed. Similarly, 1,506 invoices relating to M/s Binni Construction were uploaded and were also rejected. A copy of Form GSTR-2B is annexed as *Annexure No.57.*

3.75 Thereafter, for the first time, *vide* email dated 07.07.2025 at 11:41 a.m., Shri Sonjib Gogoi, claiming to be the authorised representative of M/s Lummar Enterprise, demanded payment of Rs.3,96,96,415/- from the Corporate Debtor by enclosing Letter dated 04.07.2025. Similarly, *vide* email dated 07.07.2025 at 12:01 p.m., he demanded Rs.4,00,88,592/- from M/s Binni Construction, with payment sought by 10.07.2025. The said letter also stated that, if any clarification or supporting documents were required, the same would be furnished, which, according to the Corporate Debtor, showed that the accounts had not been finally settled. It is further pointed out that, in the earlier communication dated 23.05.2025, M/s Lummar Enterprise had not claimed any outstanding amount against the Corporate Debtor and instead a claim of Rs.5 crore had been raised against M/s Binni Construction. The Corporate Debtor accordingly disputes the subsequent claim. Copies of the emails dated 07.07.2025 along with the respective Letters dated 04.07.2025 are annexed as *Annexure Nos.58 and 59.*

3.76 Thereafter, *vide* email dated 07.07.2025 at 1:46 p.m., the GM, NHIDCL, while replying to the Corporate Debtor's email dated 02.07.2025, stated that the Department would reserve the amount claimed by M/s Lummar Enterprise by invoking the securities furnished by the Corporate Debtor without awaiting resolution of the dispute. The Corporate Debtor was further directed to settle the matter within one week, failing which the Bank Guarantee would be encashed and the amount withheld. The Corporate Debtor submits that the said communication was contrary to the earlier stand of NHIDCL that the Comfort

Letter dated 16.12.2024 had ceased to have effect from 15.04.2025. A copy of the email dated 07.07.2025 is annexed as *Annexure No.60*.

3.77 *Vide* email dated 07.07.2025 at 3:25 p.m., the Corporate Debtor informed Shri Sonjib Gogoi, the Applicant and the GM, NHIDCL that the amount claimed by M/s Lummar Enterprise did not tally with its records and as per its internal verification, the figures furnished by the supplier required thorough reconciliation before any payment could be processed. It was further informed that the large volume of invoices had been submitted to NHIDCL for the first time and had never earlier been furnished to the Corporate Debtor. Accordingly, the Corporate Debtor requested NHIDCL to hand over the physical copies of the invoices to its authorised representative and sought 10–15 days' time for verification.

3.78 Upon receipt of the email dated 05.07.2025, the Corporate Debtor come to know of the alleged claim of Rs.4,00,88,592/- raised by M/s Lummar Enterprise against M/s Binni Construction. Thereafter, at the request of NHIDCL, M/s Binni Construction *vide* email dated 07.07.2025 at 4:24 p.m. forwarded an authorisation for collection of the invoices. It is further stated that Shri Sonjib Gogoi had contacted the Director of the Corporate Debtor for the first time only on 29.05.2025 through WhatsApp and that the material receipt challans issued by M/s Lummar Enterprise had, throughout, not shown M/s Binni Construction as the consignee. Copies of the relevant emails are annexed as *Annexure Nos.61 and 62.*

3.79 Thereafter, *vide* emails dated 07.07.2025 at 6:50 p.m. and 7:09 p.m., the GM, NHIDCL forwarded copies of the email dated 26.04.2025 sent by Shri Sonjib Gogoi to the GM, NHIDCL, wherein Shri Gogoi, referring to the Work Orders and Comfort Letters, stated that the Applicant had supplied goods through him and that the bills for the said supplies had been issued by his authorised agent, M/s Sonjib Gogoi, under GST invoices. He further furnished the bank details of M/s Sonjib Gogoi and stated that, as per their records, approximately Rs.5 crore was receivable from the EPC Contractors. A copy of the GST Certificate and cancelled cheque of Shri Sonjib Gogoi were also enclosed.

3.80 It is submitted that, in the said Letter dated 26.04.2025, Shri Sonjib Gogoi, claiming to represent the Applicant, had stated that approximately Rs.5 crore was due from the Corporate Debtor, whereas subsequently, after the alleged invoices

were produced, claims of Rs.3,96,96,415/- against the Corporate Debtor and Rs.4,00,88,592/- against M/s Binni Construction, aggregating to Rs.7,97,85,007/-, were raised. The Corporate Debtor further submits that, in the Demand Notice under Section 8 of the IBC, the entire amount was claimed as outstanding by stating that not even a single payment had been received, which, according to the Corporate Debtor, is inconsistent with the earlier record of payments. Copies of the emails dated 07.07.2025 forwarding the email dated 26.04.2025 along with its attachments are annexed as *Annexure Nos.63 and 64.*

3.81 It is further relevant that, in the email dated 26.04.2025, Shri Sonjib Gogoi had stated that the goods were supplied under GST invoices of Shri Sonjib Gogoi. However, upon examination of the invoices subsequently submitted before NHIDCL on 05.07.2025, the Corporate Debtor found that the supplies were shown under the GST invoices of the Applicant. The Corporate Debtor, therefore, disputes the subsequent invoices and contends that they were prepared later and cannot be relied upon for fastening liability.

3.82 Thereafter, *vide* email dated 07.07.2025 at 7:08 p.m., the GM, NHIDCL forwarded a copy of the email dated 23.06.2025 sent by the Applicant, whereby the final bills of the Corporate Debtor and M/s Binni Construction were enclosed. It was further stated that physical copies would be submitted by Shri Sonjib Gogoi as the authorised signatory. A copy of the said email are annexed as *Annexure No.65.*

3.83 Subsequently, on the same day at 8:24 p.m., Shri Sonjib Gogoi stated that Shri Sonjib Gogoi, as proprietor of M/s Sonjib Gogoi and the Applicant were separate and distinct legal entities. According to the Corporate Debtor, this was contrary to his earlier representation in the Letter dated 26.04.2025, wherein he had represented himself as the authorised representative of M/s Lummar Enterprise, i.e. the Applicant. Thereafter, Shri Gogoi raised invoices of Rs.1,00,11,290/- in his individual/proprietorship name, in addition to the disputed claims of Rs.3,96,96,415/- and Rs.4,00,88,592/- raised against the Corporate Debtor and M/s Binni Construction respectively. The Corporate Debtor submitted that copies of these invoices were never furnished to it. A copy of the email dated 07.07.2025 along with its attachment is annexed as *Annexure No.66.*

3.84 It is also relevant that, in January 2025, Shri Sonjib Gogoi had issued 8 invoices dated 01.01.2025 aggregating to Rs.75 lakh and uploaded the same on the GST Portal without furnishing copies to the Corporate Debtor. Although the Corporate Debtor had availed the corresponding Input Tax Credit, Shri Gogoi subsequently issued Credit Notes against the said invoices in view of the dispute. The said invoices were also not reflected in the ledger subsequently shared by him vide email dated 07.07.2025 at 8:24 p.m. A copy of GSTR-3B is annexed as *Annexure No.67*.

3.85 Thereafter, *vide* email dated 09.07.2025, M/s Binni Construction forwarded a Letter dated 08.07.2025 to Shri Sonjib Gogoi, the Applicant and the GM, NHIDCL, disputing and expressing surprise at the claim raised against it. In response*, vide* email dated 10.07.2025, the Applicant stated that since the Comfort Letter and Work Orders had been issued in the name of M/s Binni Construction, the invoices had accordingly been raised in its name and payment of the said amount was demanded. Copies of the emails dated 09.07.2025 and 10.07.2025 are annexed as *Annexure Nos.68 and 69.*

3.86 Shri Sonjib Gogoi, claiming to be the authorised representative of the Applicant, thereafter issued a Demand Notice dated 15.07.2025 under Section 8 of the IBC, demanding Rs.3,96,96,415/- from the Corporate Debtor within 10 days, without granting sufficient opportunity to the Corporate Debtor to examine and reconcile the large volume of invoices, copies of which had been received only on 09.07.2025. The Corporate Debtor replied to the said Demand Notice *vide* Reply dated 25.07.2025.

3.87 Thereafter, *vide* email dated 26.07.2025, Shri Sonjib Gogoi issued a Demand Notice under Section 8 of the IBC against M/s Binni Construction and forwarded the same to the GM, NHIDCL and the proprietor of M/s Binni Construction. M/s Binni Construction replied *vide* Letter dated 30.07.2025, disputing the contents of the Demand Notice. However, *vide* email dated 08.08.2025, Shri Sonjib Gogoi again demanded the said amount from M/s Binni Construction and, inter alia, stated that if M/s Binni Construction had any arrangement with Sadguru Engineers & Allied Services Pvt. Ltd. for payment of the alleged dues and issuance of invoices in its name, the same should be confirmed so that the invoices issued pursuant to the Work Order and Comfort Letter could be rectified and

issued in the name of Sadguru Engineers & Allied Services Pvt. Ltd. Copies of the email dated 26.07.2025, Letter dated 30.07.2025 and email dated 08.08.2025 are annexed as *Annexure Nos.70, 71 and 72*.

3.88 Notwithstanding the aforesaid disputes and replies, Shri Sonjib Gogoi, claiming to be the authorised representative of the Applicant, filed the present application on 14.09.2025. The Corporate Debtor submits that the application was filed without proper reconciliation of the accounts and without considering the disputes raised by the Corporate Debtor.

3.89 It is further relevant that, on 25.10.2024, Shri Shiva Harlalka created a WhatsApp group named "S N Enterprise Delivery N H Sadguru", wherein Shri Harlalka and Shri Sonjib Gogoi were the Administrators and the Director of the Corporate Debtor and other representatives were members. The Corporate Debtor points out that, despite the Applicant subsequently claiming to have supplied goods worth approximately Rs.8 crore, the Applicant itself was not a member of the said group. The WhatsApp communications show that the staff of Shri Sonjib Gogoi used to share trip reports relating to the supplies and that the materials were being transported against challans without corresponding invoices. The Corporate Debtor accordingly disputes the subsequent invoices raised by Shri Gogoi in the name of the Applicant and alleges that the same are contrary to the terms of the Work Order dated 10.12.2024 and cannot be relied upon to fasten liability upon the Corporate Debtor. Copies of the WhatsApp group details and the Bank Account Statement of the Corporate Debtor relating to Shri Sonjib Gogoi are annexed as *Annexure Nos.73 and 74.*

3.90 Kiraats Construction Pvt. Ltd. is a Private Limited Company, previously known as "Shiva Harlalka Pvt. Ltd.", with Shri Shiva Harlalka and his father as Directors. The name of the Company was changed to "Kiraats Construction Pvt. Ltd." w.e.f. 25.01.2024. Thereafter, Shri Shiva Harlalka ceased to be a Director w.e.f. 27.01.2024 and his wife was inducted as Director w.e.f. 30.01.2024. However, as per the Master Data, the registered email address of Kiraats Construction Pvt. Ltd. continues to be shiva.harlalka@gmail.com. Copies of the Master Data and Certificate of Change of Name are annexed as *Annexure Nos. 75 and 76.*

3.91 It is further submitted that the Directors of the Corporate Debtor subsequently came to know that the change of name and withdrawal of Shri Shiva Harlalka

from the Directorship were allegedly connected with the blacklisting of his proprietorship firm by the Ministry of Road Transport and Highways for misrepresentation of facts. Copies of the Letter dated 19.05.2023 and Order dated 08.08.2024 are annexed as *Annexure Nos. 77 and 78.*

3.92 The Respondent further submits that the NESL Report filed by the Applicant as Annexure-O (pages 321–322) was obtained with mala fide intention. It is stated that the Applicant informed NESL on 14.09.2025 and filed the present Section 9 Application on 15.09.2025, i.e., the very next day. The Respondent therefore disputes the authenticity and evidentiary value of the said report, particularly as it bears no authentication or acknowledgment from the Respondent. The Authentication Status showing the dispute raised by the Respondent is annexed as *Annexure No. 79.*

3.93 On perusal of the email dated 07.07.2025, it appears that Shri Sonjib Gogoi addressed the communication both as Proprietor of M/s Sonjib Gogoi and as authorised representative of the Applicant, while the goods earlier stated to have been supplied by M/s S.N. Enterprise were shown as having been supplied by M/s Sonjib Gogoi. The Corporate Debtor submits that no invoices in this regard have been served upon it and that it did not receive any goods from the proprietorship concern of Shri Sonjib Gogoi in the name of M/s Sonjib Gogoi.

3.94 It is further submitted that the email dated 26.04.2025 sent by Shri Sonjib Gogoi to the GM, NHIDCL, while describing himself as authorised representative of the Applicant, sought payment for goods supplied in the Applicant's name, while stating that the invoices were issued under the GST registration of his proprietorship concern. According to the Corporate Debtor, this indicates that Shri Sonjib Gogoi was receiving payments in respect of goods supplied both in the name of M/s S.N. Enterprise and M/s Lummar Enterprise.

3.95 The Corporate Debtor further submits that Shri Shiva Harlalka and Shri Sonjib Gogoi had represented that Shri Sonjib Gogoi was the proprietor of M/s Lummar Enterprise. It was only upon receipt of the Section 8 Notice dated 15.07.2025 that the Corporate Debtor came to know that M/s Lummar Enterprise was the proprietorship concern of the Applicant. The Corporate Debtor states that its Directors had never met or been contacted by the Applicant, nor had any correspondence been directly issued by the Applicant. It is accordingly alleged that

the affairs of M/s Lummar Enterprise were being managed by Shri Shiva Harlalka and Shri Sonjib Gogoi.

3.96 According to the Corporate Debtor, the various correspondences issued on behalf of M/s Lummar Enterprise were made by Shri Sonjib Gogoi and not by the Applicant. The Corporate Debtor therefore alleges that the subsequent denial of payments received by Shri Sonjib Gogoi, despite his earlier representations, raises serious doubts regarding the genuineness of the Applicant's claim and the manner in which the transactions were conducted.

3.97 The WhatsApp communications between the Director of the Corporate Debtor and Shri Sonjib Gogoi further indicate, according to the Corporate Debtor, that Shri Gogoi was personally demanding payment in respect of materials allegedly supplied during October 2024 to May 2025.

3.98 Shri Shiva Harlalka had agreed to provide his vehicles as per the fleet list shared on WhatsApp dated 29.05.2024, along with details of the loans and EMIs, on the understanding that the Corporate Debtor would bear the EMIs of approximately Rs.1.60 crore and the drivers' salaries. The fleet list contained the vehicle registration numbers, financiers and EMI details. Further, on 08.11.2024 and 16.11.2024, Shri Shiva Harlalka shared Excel files showing payments made towards the vehicle EMIs after receiving payment from the Corporate Debtor. The Corporate Debtor therefore submits that the subsequent denial by Shri Shiva Harlalka of having made such EMI payments is contrary to the earlier records and the arrangement between the parties.

3.99 In view of the foregoing, and since the dispute involves complicated questions of fact as well as allegations of fraud, cheating and misappropriation, the Corporate Debtor, having no other efficacious remedy, initiated Pre-Institution Mediation bearing PIM No. 580/2025 under Section 12A of the Commercial Courts Act, seeking recovery of Rs.1,20,73,492.50/- from the Applicant. A copy of the said PIM proceeding is annexed as *Annexure No. 81.*

3.100 As evident from the chart set out below, the Corporate Debtor, pursuant to the instructions of Shri Shiva Harlalka, made payments aggregating to Rs.7,41,22,273/- to Shri Sonjib Gogoi towards the alleged supply of materials during the period from 26.10.2024 to 24.05.2025. The said amount comprises Rs.1,10,00,000/- directly deposited by the Corporate Debtor into the account of

Shri Sonjib Gogoi; Rs.3,71,00,000/- transferred by Kiraats Construction Pvt. Ltd. to his account; Rs.47,62,273/- allegedly paid by Shri Shiva Harlalka through cash/NEFT/RTGS; Rs.1,50,00,000/- paid by M/s Jandu Construction Pvt. Ltd. and M/s Anil Das Constructions Pvt. Ltd.; Rs.29,30,000/- stated to have been paid by Shri Shiva Harlalka in cash; and Rs.25,00,000/- paid by the Corporate Debtor in cash to Shri Shiva Harlalka.

3.101 On perusal of the 13 sheets shared by Shri Shiva Harlalka, it appears that although Shri Shiva Harlalka claimed to have made payments to various third parties out of the Rs.93,69,26,676/- received from the Corporate Debtor, neither Shri Shiva Harlalka nor Kiraats Construction Pvt. Ltd. has, till date, furnished proper accounts, including copies of invoices, details of payments made, and the purpose thereof. The Corporate Debtor submits that, after Shri Shiva Harlalka was removed from the site, he started obstructing the execution of the balance work by allegedly instigating vendors to raise demands against the Corporate Debtor, despite having received amounts from the Corporate Debtor for onward payment. It is further alleged that several vendors, in collusion with Shri Shiva Harlalka, have raised false and fictitious claims similar to those raised by Shri Sonjib Gogoi.

3.102 Presently, owing to the alleged instigation of Shri Shiva Harlalka, various persons have been obstructing the project sites and, in certain instances, trespassing and removing equipment belonging to the Corporate Debtor, besides threatening its Directors. The Corporate Debtor further alleges that, whenever such incidents occurred, Shri Shiva Harlalka demanded Rs.10 crore from the Corporate Debtor for removal of the obstruction and withdrawal of the claims raised by the vendors, including the Applicant.

3.103 Even assuming, for the sake of argument, that the ledger produced by Shri Sonjib Gogoi on behalf of M/s Lummar Enterprise is correct, the ledger shows that between 11.12.2024 and 17.12.2024, the Applicant, through Shri Sonjib Gogoi, supplied stone chips of various sizes aggregating to 807.2 cubic metres, valued at Rs.18,81,890/-. However, M/s Jandu Construction Pvt. Ltd. paid Rs.50,00,000/- to Shri Sonjib Gogoi on 17.12.2024 after obtaining the requisite consent of M/s MSV International Inc., which sanctioned the payment vide Letter dated 17.12.2024 upon verification. This, according to the Corporate Debtor, indicates that although Shri Sonjib Gogoi issued challans in the names of M/s S.N.

Enterprise and M/s Lummar Enterprise, he accepted payments in respect of both concerns. As on 17.12.2024, the Corporate Debtor had paid an aggregate sum of Rs.1,74,60,000/- (Rs.1,13,60,000/- + Rs.61,00,000/-) into the account of Shri Sonjib Gogoi towards goods supplied through M/s S.N. Enterprise from 26.10.2024 to 09.12.2024 and through M/s Lummar Enterprise from 11.12.2024 to 17.12.2024.

3.104 The Corporate Debtor had also transferred Rs.8,30,000/- on 07.09.2024 to the account of one Atiqur Rahman, pursuant to the instructions of Shri Shiva Harlalka, towards maintenance of the Crusher Plant at Naginimora and the said amount was accordingly recorded in the regular books of account maintained in the name of Shri Sonjib Gogoi. Further, out of Rs.3,71,00,000/- transferred to Shri Sonjib Gogoi through Kiraats Construction Pvt. Ltd., Shri Shiva Harlalka furnished details of transfer of Rs.1,70,00,000/- into the account of Shri Sonjib Gogoi. The 13 sheets shared by Shri Shiva Harlalka for the period from 02.01.2025 to 18.03.2025 further indicate that Shri Shiva Harlalka had paid Rs.3,46,62,273/- on behalf of the Corporate Debtor.

3.105 Subsequently, when Shri Sonjib Gogoi submitted the invoices, the Corporate Debtor, upon scrutiny in terms of Clause 5 of the Work Order dated 10.12.2024, found several discrepancies. It was observed that freight charges at Rs.20/- per CFT and Transit Permit charges of Rs.1,000/- per trip had been included, contrary to Clauses 7, 8 and 9 of the Work Order. In particular, Clause 7 required the Transit Permit to be issued in the name of the Corporate Debtor, which was not furnished. Further, despite the vehicles having been provided by the Corporate Debtor and their EMIs being borne by it, freight charges were also included in the invoices.

3.106 The Corporate Debtor accordingly identified the following discrepancies in the invoices submitted by Shri Sonjib Gogoi: (a) invoices raised contrary to the agreed contractual terms; (b) quantity differences amounting to Rs.33,31,162/- excluding GST; (c) invoices amounting to Rs.23,87,720/- allegedly raised without corresponding delivery of goods; (d) unjustified freight charges of Rs.2,74,11,968/- and Transit Permit charges of Rs.36,99,000/-; (e) vague and indefinite descriptions of certain items, making their verification difficult; and (f) other incorrect charges and arithmetical errors resulting in an inflated claim.

3.107 The Corporate Debtor further alleges that the Applicant, through Shri Sonjib Gogoi, has suppressed material facts regarding the management and control of M/s Lummar Enterprise. It is alleged that, although Mr. Tayo Lummar is shown as the proprietor, the affairs of the proprietorship concern were in fact being managed by Shri Shiva Harlalka and Shri Sonjib Gogoi. The Corporate Debtor submits that Shri Sonjib Gogoi exercised operational control over M/s Lummar Enterprise and was identified by NHIDCL as its "Authorised Signatory" in emails dated 23.06.2025 and 07.07.2025.

3.108 It is further submitted that Shri Sonjib Gogoi had issued three invoices of Rs.50,00,000/- each in respect of alleged soil supplies, namely Invoice Nos. LE/SOIL/241 dated 18.12.2024, LE/SOIL/242 dated 27.12.2024 and LE/SOIL/243 dated 10.01.2025, which did not contain E-way bills, truck details or delivery receipts. It is also alleged that 2,974 GST invoices, aggregating to approximately Rs.3.96 crore, were subsequently uploaded by the Applicant and were disputed/rejected by the Corporate Debtor on the ground that the corresponding supplies had not been received.

3.109 The Corporate Debtor therefore submits that the aforesaid discrepancies, including the conflicting invoices, quantity mismatches, disputed freight and Transit Permit charges and absence of supporting delivery documents, raise a substantial pre-existing dispute regarding the Applicant's claim of Rs.3,96,96,415/-. It is further submitted that the Applicant has failed to satisfactorily reconcile the payments already made, including the amount of Rs.7,41,22,273/- allegedly paid towards the materials. The Corporate Debtor accordingly contends that the alleged operational debt is neither crystallised nor undisputed and that the present Section 9 Application is liable to be rejected in view of the pre-existing dispute and the evidentiary discrepancies brought on record.

3.110 The Respondent further submits that the Demand Notice itself records under Point No. 5 that "No record of default filed with any Information Utility to date." Accordingly the said statement demonstrates that no independent record of default was available from an Information Utility at the relevant time. It is further submitted that the Applicant has not annexed any Information Utility certificate or confirmation from the financial institution in support of the alleged unpaid

operational debt, despite the statutory requirements under Section 9(3) of the Code.

3.111 It is further submitted that the list of documents accompanying the Demand Notice does not contain copies of the invoices forming the basis of the alleged claim and merely relies upon a ledger statement. In absence of the underlying invoices, E-way bill records and other supporting documents amounts to non-compliance with the requirements of Form 3, particularly Clause 9 thereof, which contemplates furnishing the invoice and record of operational debt. Therefore the Demand Notice suffers from material procedural deficiencies and consequently, the present Section 9 Application is not maintainable.

3.112 Respondent through its detailed Reply dated 25.07.2025 (Pages 231–245), categorically disputed the Demand Notice and denied liability for the alleged claim of Rs.3,96,96,415/-. The Corporate Debtor specifically pointed out several discrepancies, including inconsistencies between the alleged period of supply and the verified deliveries during October–December 2024; quantitative mismatches in respect of the recorded receipt of 15,70,932 cubic feet of materials; unjustified freight and Transit Permit charges of Rs.2,74,11,968/- and Rs.36,99,000/- respectively, contrary to the Work Order; duplicate/dual invoicing in favour of M/s Binni Construction; discrepancies in the delivery challans; rejection of 2,974 invoices in GSTR-2B; and payments/overpayments aggregating to Rs.7,41,22,273/- made through Shri Shiva Harlalka/Shri Sonjib Gogoi.

3.113 The Corporate Debtor submits that the aforesaid Reply, having been issued contemporaneously and prior to the filing of the present petition, clearly raised a dispute regarding the existence, quantum and liability of the alleged operational debt. The Reply was supported by relevant documents, including ledgers, credit notes and stock registers. It is therefore contended that the dispute was not raised as an afterthought but existed prior to the initiation of the present proceedings, and consequently attracts the provisions of Section 9(5)(ii)(d) of the Code.

3.114 The Corporate Debtor submits that the Demand Notice dated 15.07.2025 (Annexure-L) suffers from material defects and non-compliance with the requirements of Section 8 of the Code and the prescribed Form 3. The Demand Notice is based primarily on a ledger statement without enclosing the underlying invoices or other supporting records and also does not contain any record of

default from an Information Utility or certification from the concerned financial institution. It is therefore contended that the Demand Notice fails to adequately establish the alleged operational debt and default.

3.115 It is further submitted that the Demand Notice contains chronological inconsistencies and evidentiary deficiencies, including absence of the invoices relied upon for computation of the alleged claim. The Corporate Debtor contends that these deficiencies, coupled with the payments and adjustments aggregating to Rs.7,41,22,273/-, materially affect the existence and quantum of the alleged operational debt.

3.116 The Corporate Debtor further relies upon its detailed Reply dated 25.07.2025 (Pages 231–245), wherein the alleged liability was specifically disputed and various discrepancies in the Applicant's claim were brought on record. According to the Corporate Debtor, the said Reply establishes that a genuine dispute regarding the existence, quantum and liability of the alleged operational debt existed prior to the filing of the present Section 9 Application.

3.117 In view of the aforesaid submissions, the Corporate Debtor contends that the Demand Notice is not compliant with the statutory requirements and that the existence of a pre-existing dispute disentitles the Applicant from initiating proceedings under Section 9 of the Code. Accordingly, the present application is stated to be not maintainable and liable to be dismissed, with costs, in accordance with law.

3.118 That Section 9(3)(c) of the Insolvency and Bankruptcy Code, 2016 requires an Operational Creditor to furnish, along with the application, confirmation from the financial institution maintaining its account that there is no payment of the unpaid operational debt by the Corporate Debtor. The said requirement is intended to substantiate the alleged default and ensure that the claim remains outstanding at the time of initiation of proceedings.

3.119 In the present case, the Corporate Debtor submits that neither the Demand Notice dated 15.07.2025 issued under Section 8 nor the present Section 9 Application is accompanied by any confirmation from the banker of M/s Lummar Enterprise or any other financial institution maintaining the Applicant's account, including the account operated by its authorised representative, Shri Sonjib Gogoi. This omission assumes significance in view of the Corporate Debtor's assertion that

payments aggregating to Rs.7,41,22,273/- were already made towards the alleged supplies, including through RTGS transfers traceable from the relevant bank statements.

3.120 The Corporate Debtor therefore contends that the absence of the confirmation contemplated under Section 9(3)(c), coupled with the payments already made and the disputes raised regarding the alleged debt, constitutes a material defect in the Section 9 Application. Accordingly, the Corporate Debtor submits that the application is not maintainable and is liable to be rejected in accordance with law.

3.121 The non-furnishing of the confirmation contemplated under Section 9(3)(c) is not merely a technical omission, but assumes significance in the facts of the present case, particularly when the alleged invoices relate to the period from 11.12.2024 to 12.04.2025 and are stated to contain discrepancies in serial numbering and consignee details. In the absence of independent confirmation from the Applicant's financial institution, the alleged invoices and the outstanding amount remain uncorroborated, especially when the quantum of the claim had already been disputed through communications exchanged between 01.07.2025 and 07.07.2025.

3.122 It is further submitted that the relevant bank records would demonstrate the payments already made by the Corporate Debtor and according to its case, would also have a bearing on the alleged subsistence and quantum of the operational debt. The omission to furnish such confirmation is therefore stated to be material in determining whether any operational debt remained unpaid as on the date of initiation of the proceedings.

3.123 Accordingly, the Corporate Debtor contends that the absence of the confirmation required under Section 9(3)(c), when considered along with the alleged overpayments of Rs.7,41,22,273/-, disputed invoices and the pre-existing dispute regarding the claim, constitutes a material defect in the Section 9 Application. The Corporate Debtor therefore submits that the application is not maintainable and is liable to be rejected in accordance with law, including in view of the bar contemplated under Section 9(5)(ii)(d) of the Code.

3.124 A genuine pre-existing dispute exists with respect to the very existence, quality, quantum and liability of the alleged operational debt. The said dispute had arisen prior to the issuance of the Demand Notice under Section 8 of the Code and is

supported by contemporaneous communications, ledgers, site records, measurement records and the Applicant's own inconsistent representations. The Corporate Debtor therefore submits that the present case attracts the bar contemplated under Section 9(5)(ii)(d) of the Code.

3.125 It is submitted that where a genuine dispute, predating the Demand Notice, exists in relation to the debt, default or underlying transaction, the proceedings under Section 9 cannot be used for adjudication of such disputed claims. In the present case, the alleged debt is neither undisputed nor crystallised, and the existence of a live dispute prior to the Demand Notice disentitles the Applicant from invoking the insolvency jurisdiction.

3.126 The Corporate Debtor further submitted that the Applicant has failed to comply with Section 9(3)(c) of the Code by not furnishing the requisite confirmation from the financial institution maintaining its accounts regarding non-payment of the alleged operational debt by the Corporate Debtor. The Applicant has also not furnished such confirmation along with the present application. According to the Corporate Debtor, this omission assumes significance in view of the substantial payments already made towards the alleged supplies.

3.127 The Section 8 Demand Notice is also stated to be deficient in this regard, as it does not contain or refer to the requisite financial institution confirmation. The Corporate Debtor therefore contends that the absence of the material contemplated under Section 9(3)(c), particularly when the alleged debt itself is disputed, materially affects the maintainability of the present application.

3.128 The Corporate Debtor further alleges that the present proceedings have been initiated on the basis of disputed claims despite payments aggregating to Rs.7,41,22,273/- having been made towards the alleged supplies, including payments made pursuant to the instructions of Shri Sonjib Gogoi and Shri Shiva Harlalka. The Corporate Debtor submits that the disputed invoices, alleged overpayments and inconsistencies in the Applicant's claim demonstrate that the alleged operational debt requires adjudication and cannot be summarily determined in proceedings under Section 9 of the Code.

3.129 The Corporate Debtor further submits that there is an inconsistency between the Form No. 5 filed by the Applicant and the subsequent NESL Report. In Part-V, Point No. 4 of Form No. 5 at page 40, the Applicant had stated "Not Applicable"

against the particulars relating to the record of default with an Information Utility. It is stated that, subsequently, after the Registry raised a defect on 23.09.2025, the NESL Report was added at Index Point No. 21.

3.130 The Corporate Debtor therefore disputes the subsequent reliance upon the NESL Report and submits that the circumstances in which the said document was introduced require consideration by this Tribunal. The Corporate Debtor accordingly prays that the said report not be relied upon as conclusive proof of the alleged debt or default, particularly when the underlying claim itself is disputed.

3.131 In view of the aforesaid facts and submissions, the Corporate Debtor submits that the present Company Petition is not maintainable either on facts or in law. The alleged operational debt is disputed, the payments already made have not been properly reconciled, and material discrepancies exist in the documents relied upon by the Applicant. The Corporate Debtor therefore prays that the present Section 9 Application be dismissed, with costs, in accordance with law.

3.132 The Respondent craves leave of this Hon'ble Tribunal to file such additional documents, applications and other material as may be necessary during the course of the proceedings or at the time of hearing for proper adjudication of the matter and in the interest of justice.

3.133 The Board of Directors of the Corporate Debtor, vide Resolution dated 23.12.2025, authorised Ms. Ishita Jalan as the Authorised Signatory to take necessary steps on behalf of the Corporate Debtor in respect of the subject matter of the present proceedings. A copy of the Board Resolution dated 23.12.2025 is annexed as *Annexure No. 82.*

4. Additional submission behalf of the Operational Creditor/Applicant *vide* Rejoinder dated 12.03.2026:

4.1 The Operational Creditor submitted that the supply of "Stone Chips and Stone Dust" under the Work Order dated 10.12.2024 constitutes "Goods" under Section 5(21) of the Code. The failure of the Corporate Debtor to pay the outstanding invoices totaling Rs. 3,96,96,415/-constitutes a "Default" as defined under Section 3(12) of the Code. The entire claim is undisputed, furthermore the Corporate Debtor's own admission of due amount to the operational creditor amounting to Rs. 1,46,68,052/- via their letter dated 01.07.2025.

4.2 The Corporate Debtor letter dated 01.07.2025 serves as a clear and unambiguous acknowledgment of debt where CD had acknowledged debt of Rs. 1,46,68,052/- which is more than the threshold limit prescribed u/s 4 of the IBC. In light of this written admission, the Corporate Debtor is legally estopped from denying the existence of the debt. Furthermore, as per the principles of Section 18 of the Limitation Act, 1963, this acknowledgment creates a fresh period of limitation, confirming that the debt is legally subsisting and enforceable.

4.3 The Applicant affirms that no notice of dispute was received from the Corporate Debtor prior to the issuance of the Demand Notice under Section 8 of the Code. In further compliance with the said provision, the Applicant has also filed the Affidavit under Section 9(3)(b) of the Code affirming the absence of any pre-existing dispute.

4.4 Furthermore, it is submitted that the Ledger Account along with the GST filings (GSTR-1) constitute documentary evidence of the operational debt and clearly establish that no payment has been received towards the defaulted amount. Further, the certificate from the financial institution maintaining the account of the Operational Creditor, confirming non-payment of the operational debt by the Corporate Debtor.

4.5 It is further submitted that the Affidavit in compliance with Section 9(3)(c) of the Code, has also been duly filed by the Applicant.

4.6 As per the landmark judgment of the Hon'ble Supreme Court in ***Mobilox Innovations Pvt. Ltd. vs. Kirusa Software Pvt. Ltd***., a dispute must be "pre-existing"- meaning it must exist prior to the receipt of the Demand Notice. In the present Case:

i. The Corporate Debtor accepted 1,469 number of invoices and delivery challans without protest.

ii. The Corporate Debtor sought a "Comfort Letter" from NHIDCL to secure payment to the Applicant.

iii. The Corporate Debtor self-admitted in its letter dated 01-07-2025 that the operational creditor has due amount of Rs.1.46 Crores, which is above the threshold limit for initiation of CIRP under IBC. Although the applicant is not accepting the aforesaid amount as actual due amount is Rs. 3.96 Crores.

iv. The disputes raised in the reply to the Demand Notice are "baseless and frivolous" afterthoughts, as no quality complaints or invoice disputes were raised during the subsistence of the contract

In the present case, the Corporate Debtor has failed to produce even a single document evidencing any genuine dispute raised prior to the issuance of the demand notice under Section 8.

4.7 It is a settled position of law (as held in ***Innovative Industries Ltd. v. ICICI Bank***) that for the purpose of admission under the IBC, the Adjudicating Authority only needs to be satisfied that the "Default" is above the threshold of Rs. 1 Crore. Since the Corporate Debtor has admitted to Rs. 1,46,68,052/-, which is above the statutory threshold, the application is liable to be admitted regardless of the dispute over the remaining actual balance of due.

4.8 The Applicant has discharged GST liability on all invoices. The Corporate Debtor's failure to return the goods or dispute the GST-compliant invoices proves the "veracity and legitimacy" of the operational debt. The reflection of these transactions in statutory records leaves no room for the Corporate Debtor to allege "fictitious" transactions.

4.9 It is submitted that the Applicant has duly submitted its Record of Financial Information in Form C with the (NesL), being the Information Utility, thereby evidencing the existence of the operational debt.

4.10 It is further submitted that the Corporate Debtor issued Work Order No. WO/SEASPL/2024-25/Lummar/001 dated 10.12.2024 in favour of the Operational Creditor through e-mail dated 11.12.2024, thereby establishing the contractual relationship between the parties for supply of goods/services.

4.11 It is submitted that pursuant to the aforesaid Work Order, the Operational Creditor supplied materials/services and raised approximately 1469 invoices upon the Corporate Debtor. The Operational Creditor has duly discharged its statutory GST liabilities on the said invoices and filed the corresponding GST returns, thereby further substantiating the genuineness and existence of the operational debt.

4.12 Under Section 9(5) of the Code, the Adjudicating Authority shall admit the application if: The application is complete; there is an operational debt; Default has occurred; No notice of dispute has been received. In the present case: The

operational debt is admitted in writing; Default is clearly established; No pre-existing dispute exists within the meaning of Sections 8(2) and 5(6) of the Code.

4.13 It is submitted that Part-I, Column 1 of Form-5 requires only the name of the Operational Creditor, which has been correctly stated as Mr. Tayo Lummar, Sole Proprietor of M/s Lummar Enterprise, in strict compliance with Section 9 of the Code read with Rule 6 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016. Allegations regarding involvement of third parties are extraneous and beyond the scope of the statutory requirement.

4.14 It is further submitted that the address mentioned in Part 1, Column 3, i.e., E-141, Rending Complex, Near Lagun Bridge, Barapani Bazar, Naharlagun, Papum Pare, Arunachal Pradesh -791110, is the correct address of the Operational Creditor as reflected in the GST Registration Certificate. Any minor variation such as floor or room number within the same premises does not constitute a material discrepancy in law and does not affect the maintainability of the Application.

4.15 It is further submitted that a sole proprietorship concern can only be owned, controlled, and managed by a single individual. In the present case, the Applicant is a sole proprietorship firm and Mr. Tayo Lummar is its sole proprietor. Therefore, the allegation that the actual control or management is vested entirely in Mr. Shiva Harlalka and Mr. Sanjib Gogoi is wholly incorrect, baseless and misconceived.

4.16 The Corporate Debtor has admittedly replied to the Demand Notice. The very act of issuing a reply unequivocally establishes that the Demand Notice was duly delivered and received. Once service is admitted and acted upon, any alleged variation in address description becomes wholly immaterial and cannot invalidate the proceedings.

4.17 It is submitted that the reference to the GST Registration Certificate showing registration dated 04.06.2024 and the date of birth of Mr. Tayo Lummar as 20.10.2000 is wholly irrelevant and misconceived. There is no statutory bar under any provision of law prohibiting a major individual from commencing or carrying on business upon attaining majority. Mr. Tayo Lummar, being a major and legally competent person under the Indian Contract Act, 1872, is fully entitled to carry on business as a sole proprietor. Mere age cannot give rise to any presumption that

the proprietorship is benami or namesake, particularly in absence of any cogent material.

4.18 It is further submitted that the Power of Attorney dated 14.09.2025 has been duly executed on valid stamp paper and duly notarized in accordance with law. Once a Power of Attorney is executed and authenticated before a Notary, it carries a presumption of due execution. In terms of Section 85 of the Indian Evidence Act, 1872, the Court shall presume that every document purporting to be a Power of Attorney and to have been executed before and authenticated by a Notary Public was so executed and authenticated.

4.19 It is further submitted that under Section 9(4) of the IBC read with Rule 6 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016, the Operational Creditor is required to propose an Interim Resolution Professional and annex his written communication in Form-2. The documents submitted by the Proposed IRP, including written consent and disclosures, are mandatory statutory compliances required under the Code and the Regulations framed thereunder. Such submission of documents cannot, by any stretch of imagination, be construed as initiation of proceedings or participation in any alleged conspiracy.

4.20 It is further submitted that the Applicant's contention that the demand notice under Section 8 of the Code was not validly served is incorrect. Sri Sonjib Gogoi was duly authorized to do so on behalf of the Applicant.

4.21 It is further respectfully submitted that under Section 8(1) read with Section 8(2) of the Code, an Operational Creditor is required to deliver a demand notice to the Corporate Debtor. In the present case, the Demand Notice was issued by Sri Sonjib Gogoi, who was duly authorized to act on behalf of the Applicant. The Applicant has annexed herewith the Authorization Letter as *Annexure-2* clearly empowering him to issue the Demand Notice. Hence, the objection regarding non-furnishing of the authorization at the time of service is a mere technical plea and does not invalidate the Demand Notice or defeat the statutory remedy under the Code.

4.22 It is further submitted that the Applicant has strictly complied with Section 9(3)(c) of the Code by annexing the Certificate issued by its Bank confirming that no payment has been received from the Corporate Debtor during the period from

01.11.2024 till date. The said Certificate clearly establishes that the operational debt remains unpaid and outstanding. In the absence of proof of payment or any cogent material demonstrating discharge of the debt, the denial raised in Para 12 is illusory, baseless, and liable to be rejected. The operational debt continues to remain due and payable.

4.23 It is further pertinent to note that the Affidavit in Reply has been executed by the Authorized Representative of the Corporate Debtor on 28th January 2026. However, the Corporate Debtor is attempting to divert the attention of this Hon'ble Adjudicating Authority by referring to certain work orders at Sr. No. (i) to (iii) wherein the work was expected to be completed by 31.12.2025, and at Sr. No. (xi) wherein the work was expected to be completed by 16.01.2026. However, the Corporate Debtor has failed to complete the said work.

4.24 Furthermore, as recorded in the order dated 06.01.2026, Mr. Mukesh Jalan, Managing Director of the Corporate Debtor, has been arrested and is presently in judicial custody. The aforesaid circumstances clearly indicate that the Corporate Debtor has merely accepted work contracts issued by the concerned departments but has failed to execute and complete the same, which is not only detrimental to the interests of its stakeholders but also contrary to the larger public interest.

4.25 The Applicant has no contractual, financial, or legal nexus whatsoever with Shri Shiva Harlalka. The Applicant was neither a party nor privy to any Memorandum of Understanding, profit-sharing arrangement, or internal financial understanding allegedly entered into by the Corporate Debtor. The Respondent cannot shift or dilute its statutory liability towards the Applicant by attributing responsibility to third parties.

4.26 It is submitted that the alleged payments made by the Corporate Debtor to Shri Shiva Harlalka, including EMIs, fuel expenses, mobilization costs, or other internal financial transactions, are matters strictly inter se between the Respondent and such third parties. Even assuming but not admitting such payments were made, the same do not discharge the independent contractual liability owed to the Applicant. Commercial arrangements with third parties cannot defeat a statutory claim under the Code.

4.27 It is submitted that the plea of deductions, retention money, delayed milest6nes, or alleged withholding by the employer does not constitute a valid defence in law.

Financial hardship or delayed receivables from the principal employer cannot absolve the Corporate Debtor from its liability towards an Operational Creditor.

4.28 It is respectfully submitted that the Corporate Debtor has itself unequivocally admitted that the Work Order was issued in favour of Lummar Enterprise and that a Comfort Letter was also issued in relation thereto. Such categorical admission clearly establishes the existence of a contractual relationship between the parties and the liability arising there from.

4.29 It is respectfully submitted that the Corporate Debtor has itself admitted the existence of the outstanding liability with reference to its letter dated 01.07.2025. The contents of the said letter clearly acknowledge the debt payable to the Operational Creditor and thereby constitute a categorical admission of liability.

4.30 The Respondent has failed to demonstrate the existence of any bona fide dispute prior to receipt of the Demand Notice. The documents on record, including the Work Order, invoices, ledger account and the acknowledgment of debt dated 01.07.2025, conclusively establish the existence of operational debt and occurrence of default. The Respondent cannot evade its liability by raising speculative and unsupported allegations at this stage.

4.31 It is respectfully submitted that the present proceedings have been initiated under Section 9 of the Code, wherein the limited scope of enquiry before this Hon'ble Adjudicating Authority is confined to the existence of operational debt and the occurrence of default as defined under Sections 3(11), 3(12) and 5(21) of the Code.

4.32 The Applicant duly submitted the information of default to NESL on 14.09.2025, following which the present application under Section 9 of the Code was filed on 15.09.2025. The sequence of events is in complete conformity with the statutory framework and cannot, by any stretch of imagination, be construed as mala fide or an attempt to fabricate evidence.

4.33 It is submitted that the e-mails referred to by the Corporate Debtor have been selectively quoted and misinterpreted to create a misleading narrative. The said communications merely show that Sri Sonjib Gogoi was corresponding in relation to the supply of goods on behalf of the Applicant, and the same cannot in any manner negate the transactions between the parties.

4.34 It is further submitted that the Operational Debt arises from the supply of goods made to the Corporate Debtor, which is duly supported by the documents on

record. The allegation that the goods were supplied by some other entity or that the Corporate Debtor had not received the goods is wholly incorrect and is an afterthought raised only to evade payment of the admitted dues.

4.35 It is also submitted that the mode of correspondence or the account details mentioned in internal communications does not alter the fact of supply of goods and the liability of the Corporate Debtor to make payment. The contents of the said e-mails, therefore, do not establish any dispute with regard to the existence of operational debt or default.

4.36 The averments relate to alleged financial transactions and the Pre-Institution Mediation initiated by the Corporate Debtor under Section 12A of the Commercial Courts Act, 2015. It is respectfully submitted that the said mediation was initiated much after the filing of the present application under Section 9 of the Insolvency and Bankruptcy Code, 2016. The present application was filed on 15.09.2025, whereas the alleged Pre-Institution Mediation was initiated only on 23.12.2025. Accordingly, the same is a subsequent development and cannot, by any stretch of imagination, constitute a pre-existing dispute within the meaning of Sections 8 and 9 of the Code.

4.37 In terms of Regulation 20 of the Insolvency and Bankruptcy Board of India (Information Utilities) Regulations, 2017, an Information Utility is required to accept information submitted by a user in the prescribed form and process the same for the purpose of issuing a record of default. Further, Regulation 20(1A) specifically provides that before filing an application under Section 7 or Section 9 of the Code, the creditor shall file the information of default with the Information Utility, which shall process such information for issuing the record of default.

4.38 In compliance with the aforesaid regulation, the Applicant duly submitted the information of default to NESL on 14.09.2025, following which the present application under Section 9 of the Code was filed on 15.09.2025. The sequence of events is in complete conformity with the statutory framework and cannot, by any stretch of imagination, be construed as mala fide or an attempt to fabricate evidence.

4.39 It is submitted that the Applicant has duly complied with the aforesaid statutory requirement. The certificate from the financial institution maintaining the account

of the Operational Creditor confirming non-payment of the operational debt by the Corporate Debtor.

4.40 It is respectfully submitted that the Demand Notice dated 15.07.2025 was duly issued in Form-3 in strict compliance with Section 8 of the Insolvency and Bankruptcy Code, 2016 read with Rule 5 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016, clearly specifying the operational debt, the amount in default and the relevant particulars of the transaction. The allegation that the Demand Notice is defective for want of invoices or supporting documents is wholly misconceived, as the statutory framework permits an Operational Creditor to either issue a demand notice in Form-3 or deliver a copy of the invoice with a notice in Form-4. Accordingly, where the Demand Notice is issued in Form3, annexing invoices along with the notice is not a mandatory requirement.

4.41 It is respectfully submitted that the allegations regarding defective Demand Notice, insufficiency of documents and abuse of .insolvency process are wholly baseless. The Applicant has duly complied with the requirements of Sections 8 and 9 of the Insolvency and Bankruptcy Code, 2016 and has placed on record all relevant documents including the Work Order, ledger account and other supporting records establishing the existence of operational debt and occurrence of default.

4.42 It is further submitted that the Corporate Debtor has attempted to rely upon a pre-mediation application allegedly filed on 23.12.2025 in order to suggest the existence of a dispute. However, the present application under Section 9 of the Insolvency and Bankruptcy Code, 2016 was already filed on 15.09.2025, much prior to the said pre-mediation application. The alleged pre-mediation proceedings, having been initiated several months after the filing of the present petition, are clearly an afterthought and cannot by any stretch of imagination constitute a "pre-existing dispute" within the meaning of the Code. The Corporate Debtor cannot create a dispute retrospectively after initiation of insolvency proceedings merely to defeat the legitimate claim of the Operational Creditor.

4.43 Accordingly, the averments made by the Respondent are irrelevant, unsupported by evidence and liable to be rejected by this Hon’ble Tribunal.

5. Heard the learned Counsel of the Operational Creditor and the Corporate Debtor and perused the Records.
6. The Applicant has placed on record a Work order dated 10.12.2024 issued by the Corporate Debtor in favor of the Operational Creditor along with the E-mail dated 11.12.2024, Comfort letter dated 16.12.2024 issued by NHIDCL along with E-mail dated 16.12.2024, Ledger Account maintained by the Operational Creditor, Affidavit u/ s 9(3) (b) of IBC, letter dated 01.07.2025 issued by Corporate Debtor to Operational Creditor, Demand Notice sent to Corporate Debtor, Financial Information submitted on NeSL, Copy of Certificate issued by Bank.

Findings & Analysis:

7. While examining an application preferred under Section 9 of Code, what this Tribunal need to see is as to whether the invoice raised by the Applicant demanding the defaulted amount, the certificate by the financial institution that the amount has not been received in the account of the Operational Creditor and an affidavit under Section 9(3)(b) are available on record, a copy of the record with information utility confirming that there is no payment of an unpaid operational debt by the corporate debtor, if available.
8. What this Tribunal further need to satisfy itself about while considering the application for admission is whether the Corporate Debtor raised any pre-existing dispute prior to the issuance of the demand notice.
9. Let's Examine the Application in Light of the Essential Requirements under Section 9 of the Code:

Whether the Applicant is an Operational Creditor in terms of Section 5(20) of the Code?

10. Section 5(20) of the Code define an *"operational creditor" means a person to whom an operational debt is owed and includes any person to whom such debt has been legally assigned or transferred;*
11. In the present case, the Applicant, Mr. Tayo Lummar, proprietor of M/s Lummar Enterprise, claims that the Corporate Debtor had incurred an operational debt towards him in respect of supply of stone chips and stone dust.
12. Upon Perusal of documents placed on record, the Corporate Debtor itself issued Work Order No. WO/SEASPL/2024-25/Lummar/001 dated 10.12.2024 in favour of M/s Lummar Enterprise, which was communicated through email dated

11.12.2024. The said work order constitutes supply of Stone Chips and Stone Dust as per site conditions and requirement corresponding to Package-I.

Further, upon perusal of the aforesaid Work Order dated 10.12.2024, it is observed that various terms and conditions have been stipulated therein. In particular, Clause 5 specifically provides that *'Bill is to be raised on 30 days cycle and the payment will be made after 7 days from the receipt of the bill, where 80% of the bill value will be released on preliminary/initial scrutiny and the balance value will be paid post detailed cross checking of the bills accordingly. Any difference of discrepancy in billing will be backed by credit note'.*

13. Also, upon perusal of the Comfort Letter bearing JRT/NHIDCL/GM/JJ/PKG-I/371/2023/6064 dated 16.12.2024 issued by NHIDCL in favour of M/s Lummar Enterprise, pursuant to the aforesaid Work Order issued by the Corporate Debtor. The Relevant excerpts of Comfort Letter are reproduced below:

'Sir,

Please refer to the work order dated 10.12.2024, cited at Sl. No. (i) above, issued by the EPC Contractor, M/s Sadguru Engineers and Allied Services Pvt. Ltd. for the supply of Stone Chips & Stone Dust only. Further, based on the EPC Contractor's letter dated 11.12.2024 & 05.09.2024, cited at Sl. No. (ii) & (iii) above, respectively, for issuing the comfort letter, it is requested that the above-mentioned materials be supplied for the Subject Work mentioned above on the terms & conditions specified in the Work Order.'

Thus, the documentary record establishes that M/s Lummar Enterprise was the entity in whose name the contractual arrangement for supply of materials was entered into.

14. Pursuant to the said Work Order, materials were supplied to the Corporate Debtor during the period from 11.12.2024 to 31.01.2025 and from 01.04.2025 to 12.04.2025 and invoices were raised in respect of such supplies. The Applicant has relied upon its ledger, invoices and calculation sheet and has claimed an outstanding operational debt of Rs.3,96,96,415/-.

15. In response to that, the Corporate debtor submitted that at the time of receipt of the goods, its authorised representative used to verify the quantity of goods delivered at the site, in accordance with Clauses 5 and 9 of the Work Order dated 10.12.2024, the Corporate Debtor accepted the materials in good faith on the basis of the agreed rates and actual quantities received.

16. It is also material that the Corporate Debtor does not dispute the existence of the Work Order dated 10.12.2024. Rather, its own pleadings proceed on the basis that

materials were supplied pursuant to the said Work Order and that the Corporate Debtor maintained records of the materials allegedly supplied under the arrangement. The Corporate Debtor itself states that the materials were accepted at site on the basis of the agreed rates and actual quantities received.

17. Thus, there is a clear nexus between the Operational Creditor's claim and the supply of goods pursuant to the Work Order Work Order No. WO/SEASPL/2024-25/Lummar/001 dated 10.12.2024 issued by the Corporate Debtor in favour of M/s Lummar Enterprise.

18. In view of the aforesaid facts and circumstances, this Tribunal is satisfied that the Applicant, being **Mr. Tayo Lummar, proprietor of M/s Lummar Enterprise**, is the person asserting an operational debt arising out of the supply of goods to the Corporate Debtor pursuant to the Work Order dated 10.12.2024. Accordingly, the Applicant falls within the definition of **"Operational Creditor" under Section 5(20) of the Code**.

Whether the Debt owed is Operational Debt in the terms of Section 5(21) of the Code?

19. Section 5(21) of the Code defines *"Operational Debt" means a claim in respect of the provision of goods or services including employment or a debt in respect of the [payment] of dues arising under any law for the time being in force and payable to the Central Government, any State Government or any local authority;*

20. In the present case, the claim of the Applicant arises out of the alleged supply of stone chips and stone dust to the Corporate Debtor pursuant to Work Order No. WO/SEASPL/2024-25/Lummar/001 dated 10.12.2024 issued by the Corporate Debtor in favour of M/s Lummar Enterprise. The Applicant has submitted that pursuant to the said Work Order, the requisite materials were supplied to the Corporate Debtor during the period from 11.12.2024 to 31.01.2025 and from 01.04.2025 to 12.04.2025 and invoices were raised in respect of the said supplies.

21. The nature of the transaction is clearly one arising from the supply of goods/materials by the Applicant to the Corporate Debtor. The claim asserted by the Applicant is not founded upon any financial debt, loan, advance or financing transaction, but upon the alleged consideration payable for goods supplied pursuant to the Work Order.

22. Upon Perusal of Ledger Account from 01.04.2024 to 05.07.2025 maintained by the Operational Creditor of Sadguru Engineers & Allied Services Pvt Ltd/Corporate Debtor, an amount to the tune of Rs. 3,96,96,415.00/- (from 11.12.2024 to

12.04.2025) was showing which clearly establishing that the Corporate Debtor had an outstanding operational debt of Rs. 3,96,96,415.00/-.

23. It is also pertinent to note that the Corporate Debtor *vide* its letter dated 01.07.2025 (Ref. HO/SEASPL/2024-25/Lummar/003) addressed to the M/s Lummar Enterprise, expressly admitted the outstanding liability to be paid to the Operational Creditor. The Relevant excerpts of letter dated 01.07.2025 are reproduced below:

'Based on the records and relevant supporting documents, after making all necessary adjustments for supplies and payments made to date, the outstanding payable amount has been arrived at ₹1,46,68,052.00 (Rupees One Crore Forty-Six Lakh Sixty-Eight Thousand Fifty-Two only). The ledger statement is enclosed herewith for your review and record.'

24. Also, upon perusal of Record, in GSTR-1 Reconciliation Statement of FY 2024-2025 and FY 2025-2026 expressly reflects the CD's GSTIN (18AATCS7928R1ZY) as the recipient of the supplies. The OC has discharged all GST liabilities on the invoices and filed GSTR-1 and GSTR-3B returns for the relevant periods.

25. Accordingly, the debt claimed by the Applicant is a claim arising from the provision of goods/materials to the Corporate Debtor and therefore falls within the statutory definition of **"Operational Debt" under Section 5(21) of the Code.**

Whether Default has occurred in terms of Section 3(12) of the Code?

26. Section 3(12) of the Code defines *"default" means non-payment of debt when whole or any part or instalment of the amount of debt has become due and payable and is not [paid] by the debtor or the corporate debtor, as the case may be.*

Upon Perusal of documents placed on record, the Corporate Debtor itself issued Work Order No. WO/SEASPL/2024-25/Lummar/001 dated 10.12.2024 in favour of M/s Lummar Enterprise, it is specifically mentioned in clause 5 that *'Bill is to be raised on 30 days cycle and the payment will be made after 7 days from the receipt of the bill, where 80% of the bill value will be released on preliminary/initial scrutiny and the balance value will be paid post detailed cross checking of the bills accordingly. Any difference of discrepancy in billing will be backed by credit note'.*

27. The Applicant has submitted that pursuant to the said Work Order, the requisite materials were supplied to the Corporate Debtor during the period from 11.12.2024 to 31.01.2025 and from 01.04.2025 to 12.04.2025 and invoices were raised in respect of the said supplies. The CD's failure to pay the outstanding invoices totaling Rs.

3,96,96,415/- as reflected in the Ledger Account maintained by the Operational Creditor of Corporate Debtor from 11.12.2024 to 12.04.2025.

28. Upon Perusal of letter bearing Ref. No. HO/SEASPL/2024-25/Lummar/003 dated 01.07.2025 issued to the Operational Creditor by the Corporate Debtor, the CD acknowledged outstanding dues of Rs. 1,46,68,052/- payable to the OC, with a copy to NHIDCL.

29. Thereafter, NHIDCL issued an email dated 05.07.2025 enclosing the letter bearing JRT/NHIDCL/GM/JJ/Pkg-I/371/Pt-2/2025/7060 dated 05.07.2025 and also enclosed the ledger account submitted by M/s Lummar Enterprises to the Corporate Debtor. The Relevant Excerpts of letter dated 05.07.2025 are reproduced below:

'Sir,

Please find enclosed herewith a letter received from M/s Lummar Enterprise, wherein a copy of Ledger Account is enclosed and also intimated that the said supply of materials was acknowledged by M/s Sadguru Engineers & Allied Services Pvt. Ltd and executed in full compliance with the work requirements. Despite of repeated request, the payment is remains unsettled to date.

2. In this regard, it is to bring to your notice that the EPC Contractor, M/s Sadguru Engineers & Allied Services Pvt. Ltd vide letter dated 10.12.2024 had issued a Work Order to M/s Lummar Enterprise for supplying materials at site for execution the subject project, wherein it was mentioned that the supplier may be raised bill on 30 days cycle and the payment will be made after 07 days from the receipt of the bill, where 80% of the bill value will be released on preliminary /initial scrutiny and the balance value will be paid post detailed cross checking of the bills. Simultaneously, this office vide letter dated 16.12.2024 had given a Comfort letter to M/s Lummar Enterprise with a copy to EPC Contractor and the EPC Contractor was requested to follow the Terms & Conditions stipulated in Work Order.

3. Given the above, it is hereby requested to release the payment to M/s Lummar Enterprise within 05 days, failing which the Authority shall be constrained to recover the same from the next bill and release payment to M/s Lummar Enterprise. It may be noted that the hard copy of invoices, material receipt can be collected from this office.'

30. Pursuant thereto, the Operational Creditor issued an email on 07.07.2025 to the CD, requesting the CD to release the outstanding payment attaching the latter dated 04.07.2025, with a copy to the NHIDCL.

31. Again on 07.07.2025, NHIDCL issued an email to the Corporate Debtor enclosing the letter bearing JRT/NHIDCL/GM/JJ/Pkg-I/371/Pt-2/2025/7064 dated 07.07.2025 directing the settlement to be done within one week, failing which the BG would be encashed. The Relevant Excerpts of letter dated 07.07.2025 are reproduced below:

'Sir,

This has reference to your letter cited above, regarding reconciliation of ledger records with respect to supply of materials.

2. In this regard, it is to inform that comfort letter to suppliers was issued based on your consent letters, request for issuing comfort letters and work order issued by EPCC to supplier. The payment terms, quantity etc. were in mandate of EPCC and NHIDCL has nothing to do with it. In case of non-settlement of dues/accounts within timelines committed by you, NHIDCL, based on details given by suppliers, shall reserve the amount claimed by invoicing the securities pledged by EPCC without waiting. Any dispute is disregard & violation of comfort letter of NHIDCL by EPCC. The settlement to be done within a week period failing, BG to be encashed & the amount claimed by suppliers will be withheld.'

32. The Applicant had placed reliance on the Judgement of the Hon'ble NCLAT in ***M/s RMV IT Services Pvt. Ltd. v. M/s Red Eye Services Pvt. Ltd., Company Appeal (AT) (Insolvency) No. 1374 of 2023,*** held that a mere dispute regarding the quantum of debt requiring reconciliation does not constitute a dispute and that the Adjudicating Authority cannot enter into detailed quantification of the debt due and payable.

33. The Applicant had also placed reliance on the Judgement of the Hon'ble NCLAT in ***Surendra Sancheti v. Gospell Digital Technologies Co. Ltd., Company Appeal (AT) (Insolvency) No. 583 of 2024,*** held that even where only part of the debt is admitted, if such admitted debt is above the threshold, the Section 9 application can be admitted.

34. Reliance is also placed on the Judgement of the Hon'ble NCLAT in ***Leena Salot v. Ridham Synthetics Private Limited, Comp. App. (AT) (Ins.) No. 375 of 2024,*** has held that where the undisputed portion of the operational debt is significantly above Rs. 1 crore, a dispute relating to a relatively insignificant portion of the claim cannot, by itself, warrant rejection of a Section 9 Application.

35. From the aforesaid correspondence, it is evident that the Corporate Debtor had, at the relevant point of time, acknowledged the outstanding dues payable to the Operational Creditor. The letter dated 01.07.2025 specifically records an outstanding amount of

Rs.1,46,68,052/- payable to the Operational Creditor. The subsequent communications issued by NHIDCL also confirm that the materials supplied by the Operational Creditor were received and utilized for the subject project and that the payment remained unsettled.

36. It is further pertinent to note that NHIDCL, being the Authority in whose project the materials were supplied had taken cognizance of the unpaid dues and *vide* its communications dated 05.07.2025 and 07.07.2025, directed the Corporate Debtor to release the outstanding payment to the Operational Creditor within the stipulated period. NHIDCL further cautioned that, in the event of failure to settle the dues, the amount claimed by the supplier would be recovered from the securities/BG furnished by the Corporate Debtor. Such communications lend further corroboration to the fact that the materials had in fact been supplied pursuant to the Work Order and that the corresponding payment remained outstanding.

37. The record further demonstrates that despite the aforesaid acknowledgment by the Corporate Debtor and repeated demands for payment, the Corporate Debtor failed to discharge the outstanding liability. The failure to make payment of the admitted and due amount, despite the expiry of the payment period stipulated under the Work Order, constitutes "default" within the meaning of Section 3(12) of the Code.

38. It is also relevant that the Work Order dated 10.12.2024 prescribed a specific payment way, whereby 80% of the bill value was to be released upon preliminary/initial scrutiny and the balance was to be paid after detailed verification. Thus, the liability to make payment arose upon submission and receipt of the invoices, subject to the contractual verification process. The Corporate Debtor, having acknowledged the outstanding dues and having failed to demonstrate that the invoices were rejected or that the materials supplied were deficient, cannot contend that no amount had become due and payable.

39. Accordingly, upon consideration of the Work Order, Ledger Account of Corporate Debtor maintained by the Operational Creditor, the acknowledgment of outstanding dues by the Corporate Debtor, the communications issued by NHIDCL and the repeated demands for payment, this Tribunal is of the considered view that the amount claimed by the Operational Creditor had become due and payable and the Corporate Debtor failed to make payment thereof. Consequently, the ingredients of

"default" as defined under Section 3(12) of the Code stand satisfied, subject to determination of the precise amount of operational debt due and payable.

Whether there is any Pre-Exiting Disputes between the OC & CD?

40. The Corporate Debtor submitted that it had filed an application for Pre-Institution Mediation ("PIM") bearing PIM No. 580/2025 under Section 12A of the Commercial Courts Act, seeking recovery of Rs. 1,20,73,492.50 from applicant, constituting Pre-existing disputes.
41. On the other hand the Applicant submitted that the CD has not placed on record any filing receipt or other documentary proof evidencing the date of filing of the said PIM application. The affidavit forming part of said PIM application bears the date 23.12.2025 and was signed and notarised on the said date. Hence the documents relied upon by the CD themselves indicate that the PIM proceedings, if at all filed, could not have been initiated prior to 23.12.2025.
42. It is also relevant to mention that after failure of payment from the Corporate Debtor, the Operational creditor issued Demand Notice under Section 8(1) of the Code (Form 3) (Under rule 5 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016) dated 15.07.2025 against the Corporate Debtor demanding Payment of Rs. 3,96,96,415/- which was delivered through speed posts on 17.07.2025 as evident through tracking Report and also served through email 15.07.2025.
43. Pursuant to this the Corporate Debtor replied to the said demand notice through email on 25.07.2025 enclosing letter no. HO/SEASPL/2024-25/Lummar/008 dated 25-07-2025 and stated that '*We can also conclude that the dispute was raised prior to issuance of letter dated 15.07.25 and Shri Sanjib Gogoi had full knowledge of it.'* The said disputes are mere assertions in a reply to the demand notice, without contemporaneous documents substantiating this.
44. The present Application u/s 9 was filed on 15.09.2025 whereas the institution of Pre-Institution Mediation suit was presumably on 23.12.2025 which is almost three months after filing of the present application, which cannot constitute pre-existing disputes.
45. This Tribunal also satisfied that no suit or arbitration proceedings was filed by the CD prior to the Demand Notice in compliance of Section 8(2)(a) of the code. Hence, in the absence of any dispute raised by the Corporate Debtor regarding the existence or

quantum of the debt prior to the issuance of the Demand Notice, there is no pre-existing dispute between the parties in respect of the Operational Debt.

Whether the Applicant/Operational creditor had filed an affidavit to the effect that there is no notice given by the corporate debtor relating to a dispute of the unpaid operational debt?

46. Upon Perusal of Record, the Applicant had filed an affidavit dated 14.09.2025 under Section 9(3)(b) of the Code to the effect that there is no notice given by the corporate debtor relating to a dispute of the unpaid operational debt.

47. Hence, upon consideration of the affidavit and the records placed on record, this Tribunal is satisfied that there is no pre-existing dispute in respect of the unpaid Operational Debt.

Whether there is copy of any record with information utility confirming that there is no payment of an unpaid operational debt by the corporate debtor, if available in the terms of Section 9(3)(d) of the Code?

48. The Record further Reveals that the Applicant has placed on record a copy of the NeSL Report (Record of Financial Information/Form C) showing the debt of Rs. 3,96,96,415/- with Principal Outstanding Rs. 3,96,96,415/- with the Date of Default 12.04.2025.

49. The Respondent on the other hand contended that it had raised a dispute with NeSL. Upon perusal of the NeSL record, the "Reason for Dispute" is recorded as *"No such debt existed, Pre-existing Dispute, Remarks – Already the CD had filed applicant under Section 12A of the Commercial Courts Act"*, with the date and time of authentication being 26.09.2025 at 11:05:50. However, this Tribunal noted earlier in para 41 that the Pre-Institution Mediation Affidavit relied upon by the Corporate Debtor was sworn and notarised only on 23.12.2025. Thus, the date reflected in the NeSL record precedes the date of the said Affidavit by nearly three months, giving rise to a clear inconsistency between the NeSL record and the documents relied upon by the Corporate Debtor.

50. Hence, this Tribunal in the light of Section 9(3)(d) of the Code, satisfied that with the availability of the certificate issued by the financial institution regarding non-payment of the defaulted amount by the CD.

Locus of CS Suraj Sharma to represent M/s. Lummar Enterprises?

51. The Corporate Debtor has raised an objection that Mr. Sonjib Gogoi was authorised only to "appear as authorised representative" on behalf of Mr. Tayo Lummar, Proprietor of M/s Lummar Enterprise and and has not been authorised to engage any professional like Advocate, CS, CA etc. A delegate cannot sub-delegate authority not conferred upon him (delegatus non potest delegare). Hence, the Application is liable to be rejected at threshold.

52. Upon perusal of the Power of Attorney dated 14.09.2025, this Tribunal observes that Mr. Sonjib Gogoi, son of Mr. Upen Gogoi, was appointed as the true and lawful attorney of Mr. Tayo Lummar, Proprietor of M/s Lummar Enterprise, "*for initiating Corporate Insolvency Resolution Process against M/s Sadguru Engineers & Allied Services Pvt. Ltd., Corporate Debtor, in relation to a default of debt on behalf of me at NCLT, NCLAT and/or any other appropriate Court of Law."* The authority so conferred is specific to the initiation of CIRP against the Corporate Debtor and encompasses such acts and steps as are incidental, ancillary and necessary for effectively pursuing such proceedings before the NCLT, NCLAT and other appropriate forums.

53. In furtherance of the aforesaid authority, Mr. Sonjib Gogoi, *vide* Authorisation Letter dated 14.09.2025, duly authorised Mr. Suraj Sharma, Company Secretary in Practice (Membership No. F-13191 and CP No. 22226), to draft and file the Application, rejoinder, written submissions and other necessary pleadings under Section 9 of the Insolvency and Bankruptcy Code, 2016, before the Hon'ble National Company Law Tribunal, Guwahati Bench, on behalf of M/s Lummar Enterprise, the Operational Creditor/Applicant, for initiation of the Corporate Insolvency Resolution Process against M/s Sadguru Engineers & Allied Services Private Limited, the Corporate Debtor/Respondent. Accordingly, Mr. Suraj Sharma was duly authorised to enter appearance and in pursuance of such authorisation, entered appearance on behalf of Mr. Sonjib Gogoi, the authorised representative of Mr. Tayo Lummar, Proprietor of M/s Lummar Enterprise, in the present Company Petition.

54. Accordingly, this Tribunal is satisfied that Mr. Suraj Sharma was duly authorised to appear and act on behalf of Mr. Sonjib Gogoi in the present proceedings. The objection regarding his locus and authority is devoid of merit and is rejected.

Let's Examine the Application in the light of Section 9(5) of the Code.

55. Section 9(5) of the code defines as *'the Adjudicating Authority shall, within fourteen days of the receipt of the application under sub-section (2), by an order—*

(i) admit the application and communicate such decision to the operational creditor and the corporate debtor if,—

(a) the application made under sub-section (2) is complete;

(b) there is no [payment] of the unpaid operational debt;

(c) the invoice or notice for payment to the corporate debtor has been delivered by the operational creditor;

(d) no notice of dispute has been received by the operational creditor or there is no record of dispute in the information utility; and

(e) there is no disciplinary proceeding pending against any resolution professional proposed under sub-section (4), if any.

(ii) reject the application and communicate such decision to the operational creditor and the corporate debtor, if—

(a) the application made under sub-section (2) is incomplete;

(b) there has been [payment] of the unpaid operational debt;

(c) the creditor has not delivered the invoice or notice for payment to the corporate debtor;

(d) notice of dispute has been received by the operational creditor or there is a record of dispute in the information utility; or

(e) any disciplinary proceeding is pending against any proposed resolution professional:

Provided that Adjudicating Authority, shall before rejecting an application under sub-clause (a) of clause (ii) give a notice to the applicant to rectify the defect in his application within seven days of the date of receipt of such notice from the adjudicating Authority.'

56. In the present case, this Tribunal is satisfied that:

i. The Application filed on 15.09.2025 under Section 9 of the Code is complete.

ii. The Corporate Debtor has sent letter dated 01.07.2025, Ref No. HO/SEASPL/2024-25/Lummar/003 to the Applicant wherein the Corporate Debtor has acknowledged the Debt amount of Rs. 1,46,68,052/-. Hence, the threshold amount as defined in Section 4 of the Code stands satisfied.

iii. As observed hereinabove, the Corporate Debtor has failed to make payment of the Operational Debt. Accordingly, a default in payment of the Operational Debt is established.

iv. Demand Notice dated 15.07.2025 in compliance of Section 8(1) of the code is duly delivered to the Corporate Debtor on 17.07.2025 *vide* speed post.

v. No notice of dispute has been received by the Operational Creditor.

vi. The Applicant has filed the written consent of Resolution Professional along with Petition, the RP proposed by the Applicant has declared that no legal proceedings are pending against him. Hence, we are satisfied that there is no disciplinary proceeding pending against any resolution professional proposed under Section 9(4) of the Code.

57. Accordingly, this Tribunal is satisfied that the application is liable to be admitted in the light of Section 9(5)(i) of the Code.

Order

58. In view of the aforementioned, we are satisfied that the present application fulfils the requirement of Section 9(3) & (5) of IBC, 2016, read with Regulation 2(d) of IBBI (Resolution Process for Corporate Persons) Regulations, 2016. Thus, we are left with no option but to admit the application and direct commencement of CIRP qua the Corporate Debtor.

59. Accordingly, this Petition bearing CP(IB)/25/GB/2025 filed under Section 9 of the Code, is hereby **admitted** and initiation of CIRP is ordered against **Sadguru Engineers & Allied Services Private Limited (CIN: U45200AS2011PTC010659)** under Section 9 of the Code read with Rule 6 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rule, 2016, with the following order:

i. The order of moratorium under Section 14, IBC shall have effect from the date of pronouncement of this order till the completion of the CIRP or until this Bench approves the resolution plan under sub-section (1) of Section 31 or passes an order for liquidation of Corporate Debtor under Section 33, as the case may be. This Bench hereby prohibits -

ii. The institution of suits or continuation of pending suits or proceedings against the Corporate Debtor including execution of any judgment, decree or order in any court of law, tribunal, arbitration panel or other authority;

iii. Transferring, encumbering, alienating or disposing of by the Corporate Debtor any of its assets or any legal rights or beneficial interest therein;

iv. Any action to foreclose, recover or enforce any security interest created by the corporate debtor in respect of its property including any action under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest (SARFAESI) Act, 2002;

v. The recovery of any property by an owner or lessor where such property is occupied by or in the possession of the Corporate Debtor.

60. The supply of essential goods or services to the Corporate Debtor, if continuing, shall not be terminated or suspended or interrupted during moratorium period.

61. The Applicant has proposed the name of **Mr. Amit Pareek**, bearing registration no. IBBI/IPA002/IP-N00413/2017-2018/11205, e-mail ID: amitpareek99@yahoo.com, having Registered Office at 4th Floor, Ram Prasad Complex, Chatribari, Guwahati, Assam – 781001 as the Interim Resolution Professional ("IRP") in connection to the CIRP of **Sadguru Engineers & Allied Services Private Limited.**

62. Accordingly, **Mr. Amit Pareek** is appointed as Interim Resolution Professional. The IRP is directed to take charge of the Corporate Debtor's management and assets immediately and to perform duties as per the provisions of the IBC and the rules framed thereunder.

63. The term of the Interim Resolution Professional shall continue till the date of appointment of the Resolution Professional under Section 22 of the IBC, 2016 or the development if any under Section 12A of the Code or otherwise, whichever is earlier.

64. The IRP is directed to act in terms of the provisions 13(1)(b) and Section 13(2) read with Section 15 of the IBC, 2016 immediately. In other words, the IRP shall cause a public announcement of initiation of Corporate Insolvency Process be made qua the Corporate Debtor and call for submission of claim under Section 15 immediately. The IRP shall submit a report to this Tribunal within 30 days from the date of this order, detailing the steps taken in the CIRP.

65. The public announcement shall contain the information stipulated in Section 15(1) of the IBC, 2016. We are sanguine that the IRP shall act in due deference to the provisions of IBC, 2016, particularly Section 12,15,17,18, 20 & 21 thereof as also Regulation 6, 6A, 12A, 13, 14, 16A and 17 of the IBBI (Insolvency Resolution Process for Corporate Person) Regulations, 2016 inter alia. It goes without saying that in the wake of the moratorium, there shall be prohibition of all the following: -

(a) The institution of suits or continuation of pending suits or proceedings against the corporate debtor including execution of any judgement, decree or order in any court of law, tribunal, arbitration panel or other authority;

(b) Transferring, encumbering, alienating or disposing off by the corporate debtor any of its assets or any legal right or beneficial interest therein;

(c) Any action to foreclose, recover or enforce any security interest created by the corporate debtor in respect of its property including any action under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002

(d) The recovery of any property by an owner or lessor where such property is occupied by or in the possession of the corporate debtor.

66. Nevertheless, it is made clear that a license, permit, registration, quota, concession, clearance or similar grant or right (if any) given by the Central Government, State Government, Local Authority, Sectoral Regulator or any Authority constituted under any other law for the time being in force shall not be suspended or terminated qua the Corporate Debtor on the ground of Insolvency, subject to the conditions that there is no default in payment of current dues arising for the use of continuation of the license, permit, registration, quota, concession, clearance or similar grant or right during the moratorium period. Besides, the supply of essential goods or services to the Corporate Debtor shall not be terminated or suspended or interrupted during the moratorium period, except where the Corporate Debtor does not pay the dues arising from such supply during the moratorium period or any other explainable situation.

67. The Operational Creditor shall deposit an amount of **Rs. 1,00,000/- (Rupees One Lakhs only)** with the IRP to enable him to meet the expenses to be incurred at the initial stage of the CIRP. The expenses shall be reimbursed by the Committee of Creditors, to the extent the same are ratified by it. The amount of expenses ratified by the Committee of Creditors shall be treated as CIRP cost. It goes without saying that in terms of Regulation 34 of IBBI (Insolvency Resolution Process for Corporate Person) Regulations, 2016, the CoC shall fix the expenses to be incurred by the IRP/ RP and the expenses shall constitute IRP cost.

68. Registry shall send a copy of this order to the Registrar of Companies, Guwahati, for updating the Master Data of the Corporate Debtor.

69. Accordingly, the Company Petition, *i.e.* **CP (IB)/25/GB/2025** stands **Admitted.**

70. The Registry is directed to send e-mail copies of the order forthwith to all the parties inclusive of the Counsel and the Interim Resolution Professional. In addition, a copy of the Order shall also be forwarded by the Registry to the IBBI for their records.
71. Urgent certified copy of this order, if applied for, be issued upon compliance with all requisite formalities.
72. File be consigned to record.

Sd/-
Yogendra Kumar Singh
Member (Technical)

Sd/-
Rammurti Kushawaha
Member (Judicial)

Signed this on 28th day of October, 2026.

Aditya Prakash. (LRA)