

**NATIONAL COMPANY LAW APPELLATE TRIBUNAL
PRINCIPAL BENCH, NEW DELHI**

Company Appeal (AT) (Insolvency) No. 1647 of 2023

[Arising out of the Impugned Order dated 17.10.2023 passed by the Adjudicating Authority, National Company Law Tribunal, Mumbai Bench-I in I.A. No. 1795 of 2023 in CP (IB) No. 247 (MB)/2017]

In the matter of:

Asean International Limited,
Having office at 5EA, Suite-824,
Dubai Airport Free Zone, P.O. Box-
5809, Dubai UAE:

...Appellant

Versus

Sanjeev Maheshwari,
Liquidator of Varun Resources Limited,
Having its office at 3rd Floor,
Vaastu Darshan, 'B' Wing,
Above Central Bank of India, Azad Road,
Andheri (East), Mumbai 400 069

...Respondent

Present:

For Appellant : Mr. Lzafeer Ahmad BF, Mr. Shubham, Mr. Arun,
Advocates.

For Respondent : Mr. Ravi Raghunath, Mr. Aditya Sharan and Mr. Aniruth
Purusothaman, Advocates.

J U D G M E N T

(Hybrid Mode)

Per: Barun Mitra, Member (Technical)

The present appeal filed under Section 61(1) of Insolvency and Bankruptcy Code 2016 ('IBC' in short) by the Appellant arises out of the Order dated 17.10.2023 (hereinafter referred to as '**Impugned Order**') passed by the Adjudicating Authority (National Company Law Tribunal, Mumbai Bench-I) in

I.A. No. 1795 of 2023 in CP (IB) No. 247(MB)/2017. By the impugned order, the Adjudicating Authority dismissed IA No. 1795 of 2023 filed by the Appellant and rejected the claim submitted by the Appellant before the Liquidator. Aggrieved by the impugned order, the present appeal has been preferred by the Appellant.

2. The sequence of dates and events of present matter which are relevant to be noticed for deciding the appeal are as under:

- The Corporate Debtor-M/s Varun Resources Ltd. was admitted into Corporate Insolvency Resolution Proceeding ("**CIRP**" in short) on 14.06.2017.
- On the request of the Resolution Professional ("**RP**" in short), the Appellant supplied bunkers, fuels, fresh water, oil etc. to three vessels owned by the Corporate Debtor from 23-27 July 2017 besides also procuring the same from certain sub-contractors namely Gujarat Marines and Dushyant Patel. For these supplies, three invoices were raised by the Appellant for an aggregate principal sum of USD 173,182.97.
- The total principal amount of claim of USD 173,183.17 had also been accepted by the Respondent as their liability towards supplies made for the three vessels namely:

Vamadeva	USD 37200.
Shubhatreya	USD 41854.20
Mahatreya	USD 94128.97
Total	USD 173,183.17

- Since no resolution plan of the Corporate Debtor could be approved, the RP filed an application for approval of liquidation before the Adjudicating

Authority on 12.03.2018. The liquidation order was approved by the Adjudicating Authority on 04.12.2018.

- The Liquidator issued Public Announcement on 06.12.2018 inviting claims with last date for submission fixed on 02.01.2019.
- On 21.01.2019, the Liquidator requested Appellant to file their claims by 28.01.2019.
- On 22.01.2019, the Appellant requested 14 days' time to file their claim. Extension sought by the Appellant was not allowed by the Liquidator. The Appellant also did not file any claim during the extended period of 14 days claimed by them.
- The Appellant, however, filed their claim before the Liquidator on 22.03.2019.
- The Liquidator rejected the claim on 30.03.2019 on the ground that the claim was submitted beyond two months from the last date fixed for submission of claim as per Public Announcement.
- On 25.06.2019, the Appellant issued a debit note to the Corporate Debtor for their three invoices of supply from 23-27 July 2017 which along with interest aggregated to an amount of USD 252,249.85.
- On 01.07.2019, the Appellant sent a Demand Notice for USD 252,249.85 only.
- On 30.09.2022, the Respondent-Liquidator sent a communication to the Appellant informing that their sub-contractors-Gujarat Marines and Dushyant Patel had filed a case in the Admiralty Court towards recovery of money for the supplies made. The Liquidator in their communication requested the Appellant to provide No objection certificate (NOC) so that

the claims of the sub-contractors could be settled separately from that with the Appellant.

- On 20.02.2023, the Liquidator again requested the Appellant to give their NOC so that the claims of the two sub-contractors before the Admiralty Court could be settled and the balance amount paid to the Appellant under the provisions of the IBC. The NOC was denied on 21.02.2023.
- On 27.03.2023, the Appellant filed IA 1795 of 2023 under Section 60(5) of the IBC challenging the communication of the Liquidator dated 20.02.2023 seeking NOC. The Appellant in the IA claimed payment of USD 364,257.29.
- On 28.03.2023, the Liquidator sent a reply to the Appellant stating that denial of NOC was prolonging resolution of the matter.
- The Settlement Agreement of the two sub-contractors was executed in the Admiralty Court on 27.04.2023 and the Hon'ble Bombay High Court decreed the suits in terms of the Settlement Agreement on 28.04.2023.
- On 13.06.2023, the Respondent filed the reply before the Adjudicating Authority objecting to the maintainability of IA No. 1795 of 2023 and stating that the Appellant was entitled to only USD 43,691.17.
- On 17.10.2023, the Adjudicating Authority passed the impugned order rejecting IA No.1795 of 2023.
- Aggrieved by the impugned order, the present appeal has been preferred.

3. Making his submissions, Mr. Lzafeer Ahmad, Ld. Counsel for the Appellant submitted that the Appellant had provided bunker and essential supplies to the Corporate Debtor on the request of the RP for use in their vessels during the CIRP period. It was further submitted that the Appellant had provided the

supplies on the assurance that payment would be made within 15 days from the date of delivery. The supplies were made between 23-27 July 2017 and three invoices were raised totalling USD 173,182.97. It was vehemently contended that the invoices stipulated the payment of interest @ 2% per month on belated payment and that this levy of interest had never been objected to or denied by the RP. In spite of several reminders, the outstanding amount remained unpaid. When the Corporate Debtor went into liquidation, the Appellant issued a debit note for interest on the unpaid invoices. A Demand Notice was issued on 01.07.2019 for an amount of USD 252,249.85 including interest.

4. Contention was raised by the Appellant that since the invoices provided for interest clause for delayed payment and the invoices had been accepted by the Liquidator without objection, the Appellant was entitled to payment of the sum including interest on delayed payment as reflected in the invoice. In support of their contention, it was pointed out that this Tribunal in ***Prashant Agarwal Vs Vikash Parasrampuria & Anr*** in ***CA(AT)(Ins) No. 690 of 2022*** has held that interest on delayed payment as specified in the invoice entitles the creditor to a right to payment under Section 3(6) of IBC. It was also mentioned that in ***Jatin Koticha Vs Industries Pvt. Ltd. (2007) SCC OnLine Bom 1092*** the Hon'ble Bombay High Court had held that on the acceptance of goods along with invoice which contained interest amounts tantamount to acceptance of levy of interest even if the invoice was not signed by both parties. It was also contended that when the Liquidator had knowledge of the invoices as well as having received the debit notes for the interest, the same should have been allowed. Since the provision of services was on request by RP, the RP cannot be allowed to renege

on the accepted terms of service as the terms of service were spelt out in the invoice which included interest on delayed payment.

5. The Appellant also asserted that the amounts due under their three invoices ought to have been settled in the liquidation proceeding in terms of Section 53 of the IBC. Since the supply was made by the Appellant on request of the Corporate Debtor through the RP during CIRP to keep the Corporate Debtor as a going concern, the expenditure incurred on the supplies qualified as CIRP costs. It was contended that interest on delayed payment was part of CIRP costs. The incidence of interest had been accepted by the RP during the CIRP proceedings and the Liquidator was also aware that interest @ 2% per month was chargeable upon delayed payments since the same was categorically mentioned in the invoices. The terms and conditions stipulated in the invoices once accepted cannot be modified by the Liquidator. In support of their contention, reliance has been placed on the judgement of ***Dakshin Gujarat VIJ Company Ltd. Vs M/s ABG Shipyard Ltd. (2018) SCC Online NCLAT 576*** wherein it has been stated that if any costs get incurred towards supply of essential services during the period of moratorium, it may be accounted towards CIRP costs. Hence, the claim of the Appellant should have been construed by the Adjudicating Authority as CIRP costs as per invoice terms and should have been given due treatment under Section 53 of IBC. It was contended that all CIRP costs have to be paid in priority in full as per Section 53(1)(a) of the IBC and could not have been unilaterally reduced/modified by the Liquidator.

6. Elaborating further, it was submitted that the Liquidator did not release any payment and instead sent a letter to the Appellant on 30.09.2022 referring to claims made by Gujarat Marines and Dushyant Patel who had filed their cases

under the Admiralty jurisdiction before the Hon'ble Bombay High Court. The Liquidator further sent an e-mail on 20.02.2023 seeking no objection from the Appellant for settlement of the dues of Gujrat Marines and Dushyant Patel. In this communication, the Liquidator called upon the Appellant to confirm this amount to enable the Liquidator to deal with the claims made by the sub-contractor amounting to USD 129,492. It was also asserted that the liquidator could not have compelled the Appellant to provide NOC and withdraw its claim against the Corporate Debtor. This amounted to compelling the Appellant to withdraw their legitimate claims and interfere with the Appellant's rights to recover the full amount due. The Liquidator could not have unilaterally reduced the amounts outstanding claimed by the Appellant. The Liquidator had no jurisdiction to modify their admitted claim. The impugned order passed by the Adjudicating Authority denying the Appellant the sum arising out of the computation of interest on the outstanding amount as CIRP cost and deduction of the amount of Gujarat Marines and Dushyant Patel from the total outstanding liability was assailed by the Appellant.

7. Refuting the contentions of the Appellant, it was submitted by Mr. Ravi Raghunath, Ld. Counsel for Respondent that the IA No. 1795 of 2023 filed by the Appellant was not maintainable. After the Corporate Debtor went into liquidation on 04.12.2018, claims had been invited from stakeholders by the Liquidator. The Appellant had failed to file their claims on time. The Appellant had filed their claims on 23.03.2019 which was two months after the last date for claim submission and therefore rejected by the Liquidator on 30.03.2019. The Appellant should have challenged the rejection letter in terms of the Section 42 of IBC and not having done so cannot now challenge the rejection of their

claims after such an inordinately prolonged delay. The period to challenge the rejection letter dated 30.03.2019 had expired long time back. Further, reliance was placed on the judgment of this Tribunal in ***Ethenic Agencies Pvt. Ltd. Vs K.G. Somani*** in ***CA(AT)(Ins.) No. 1305 of 2023*** to contend that once the claim of a creditor is rejected in the liquidation proceedings, the creditor is not entitled to any claim in the waterfall mechanism.

8. On the issue of interest claim, it was submitted by the Respondent that the alleged interest claim of USD 191,174.12 raised by the Appellant lacked foundation. It was contended that Regulation 16 read with Regulation 12(2)(a) of the IBBI (Liquidation Process) Regulations, 2016 clearly lays down that the claims of any stakeholder gets crystallised on the liquidation commencement date. The Respondent stated that the interest component was never agreed between the parties nor had the Appellant claimed interest in their claim advanced at the time of filing their belated claim before the Liquidator on 22.03.2019. The claim for interest in the present case was made much later such that it was not only after the liquidation commencement date but much after the last date for filing of claims. In the present case, while the liquidation had commenced on 04.12.2018, the alleged claim for interest was raised for the first time by debit notes on 25.06.2019. Moreover, seen from the perspective of the date of invoices in respect of supplies made, the alleged claim for interest was made nearly after about 2 years therefrom.

9. It was also asserted by the Respondent that after deducting the payments made to the sub-contractors-Gujarat Marines and Dushyant Patel in terms of the Admiralty case, the Appellant was entitled only for a sum of USD 43,691.17 which the Appellant was unwilling to accept. The Appellant was unreasonably

insisting on releasing of monies to themselves in entirety although the two sub-contractors had applied in the Admiralty Court directly for recovery of their dues. For the same set of supplies, two vendors could not have been paid since that would have resulted in duplication of claim. Hence from 30.09.2022 onwards, the Respondent had been repeatedly requesting the Appellant to consider issuing NOC to the dues of Gujarat Marines and Dushyant Patel so that their dues could be settled before the Admiralty Court. The Respondent had also agreed to pay the balance share of the Appellant's claim as per their invoices in terms of mechanism provided under IBC. It has been contended by the Respondent that the Appellant had objected to the Settlement Agreement before the Hon'ble Bombay High Court. However, the Hon'ble Bombay High Court refused to consider the objections raised by the Appellant. However, the Appellant continued to withhold the granting of NOC. This kept on delaying the liquidation proceedings. It was submitted that the intransigent and unreasonable behaviour of the Appellant adversely impacted the timely completion of the liquidation process. The Appellant were themselves responsible for causing the delay and therefore their demand for interest for delayed payment which was their own creation lacked merit.

10. We have duly considered the arguments advanced by the Learned Counsel for both the parties and perused the records carefully.

11. The primary contention of the Appellant is that they are entitled to payment of dues in accordance with Section 53(1)(a) of the IBC which provides that the Liquidator is required to give utmost priority to the payment of CIRP costs and that such costs must be paid in full before distribution to other creditors in respect of their claims. The supplies provided by the Appellant fell

under the category of essential items and was not a direct input to the output produced or supplied by the Corporate Debtor and hence required to be included as CIRP costs. It was vehemently contended that the supply invoices stipulated the payment of interest @ 2% per month on belated payment and that this levy of interest had never been objected to or denied by the RP. The receipt of the supplies had been acknowledged by the RP along with an assurance that the dues would be paid once funds became available. The Liquidator cannot be allowed to go back from the mutually agreed terms and conditions for provision of services particularly when the services had been accepted without any demur or objections.

12. It is the contra case of the Respondent that the belated claim of the Appellant by including interest cannot be accepted in the liquidation proceedings and therefore the Appellant cannot claim entitlement to the same under the waterfall mechanism. It is the case of the Respondent that interest component was never agreed between the parties nor had the Appellant claimed any interest at the time of filing their claim before the Liquidator. The Appellant for the first time claimed interest component on 25.06.2019 much after the date of supply of goods. All the correspondences exchanged before this date between the Appellant and Respondent show that no demand was made with regard to interest component. The claim for interest is an afterthought. Submission was pressed that reliance on invoices for interest is nothing but a unilateral document that has no binding effect on the Respondent. Having not added interest at the time of filing belated claim which claim stood already crystallised and admitted, the Appellant cannot suddenly spring a surprise by adding an

interest amount as part of claims after a lapse of more than two years from the date of supply.

13. When we look at the impugned order, we notice that the Adjudicating Authority has returned the finding that the claim for interest on the outstanding amount was not advanced at the time of filing of the claim on 23.03.2019 although the Applicant must have been conscious of the statement in the invoices issued by it, from time to time, about the levy of interest. The Adjudicating Authority was therefore not satisfied that the claim of interest had been adequately substantiated and validated by the Appellant before the Liquidator at the time of liquidation commencement.

14. Coming to our analysis and findings, we would like to observe that the Liquidator while dealing with claims of stakeholders has to exercise the powers and duties within the four corners of the IBC framework and the Liquidation Process Regulations. The salient regulations in this regard as outlined in the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016, (**'Regulations'** in short) are as follows:

12. Public announcement by liquidator-

(2) The public announcement shall-

(a) call upon stakeholders to submit their claims or update their claims submitted during the corporate insolvency resolution process, as on the liquidation commencement date; and

16. Submission of claim-

(1) A person, who claims to be a stakeholder, shall submit its claim, or update its claim submitted during the corporate insolvency resolution process, including interest, if any, on or before the last date mentioned in the public announcement.

(2) A person shall prove its claim for debt or dues to him, including interest, if any, as on the liquidation commencement date.

15. We now proceed to examine whether at the time of filing of their claims, any interest amount was claimed by the Appellant and how the Respondent had treated the claim filed by the Appellant. In the present facts of the case, the Public Announcement seeking claims was issued by the Liquidator on 21.01.2019. The Appellant failed to file their claims on time. The Appellant then requested 14 days' time on 22.01.2019 to file their claim. This request was not allowed by the Liquidator. Neither did the Appellant file their claims even during the extended period sought by them. Instead, the Appellant filed their belated claim on 23.03.2019 which claim was rejected by the Liquidator on 30.03.2019. It may help us to better appreciate the issue at hand, if we peruse the communication sent by the Liquidator on 30.03.2019 in response to the claim filed by the Appellant which reads as under:

"Sanjeev Maheshwari <vrl.liquidator@gmail.com>

To: Asean| Accounts <accounts@asean.ae>, Jalal Shariff <jalal@asean.ae>, sahir@asean.ae, mail@indialawalliance.com

Dear Sir,

We are in receipt of your claim w.r.t Varun Resources Limited (VRL).

On prima facie perusal of the same, you are requested to kindly note/ send the following documents:

- 1. Claims should be only upto date of liquidation i.e. 4th December 2018 and not thereafter.*
- 2. Account statement from date of first bill till 4th December 2018.*
- 3. Documentary evidence of VRL agreeing to the interest rate.*
- 4. Soft copies of the documents sent.*

You are also informed that as per the Public advertisement released on 6th December 2018 the last date for submission of claims was 2nd January, 2019. Your claims have been received on 23rd March 2019, which is more than 2 months after the due date.

You may also note that the list of Claims has been already filed with NCLT."

16. We find that the tax invoices with respect to interest payment on delayed payment is dated 25.06.2019 as placed at pages 115-117 of Appeal Paper Book (“**APB**” in short). This makes it clear that these tax invoices were raised much after the filing of claim before the Liquidator. Moreover, these tax invoices on interest payment are two years after the date of invoices which was 07.08.2017. We find the revised Order Confirmation placed at page 61-63 of APB which only mentions that payment is to be made 15 days from the date of supply but does not however indicate or specify any interest amount payable on delayed payment. The reliance placed by the Appellant on the judgment of this Tribunal in ***Prashant Agarwal supra*** that interest on delayed payment if specified in the invoice entitles the creditor to a right to payment does not come to the rescue of the Appellant since in this case the Appellant had themselves clearly failed to file their claim by including interest on account of delayed payment within the time line laid down in terms of Regulation 16 of Liquidation Process Regulations which delayed filing led to the rejection of the claim filed before the Liquidator.

17. Given this backdrop, we find credence in the contention of the Respondent-Liquidator that failure to file claims during the liquidation process resulted in crystallization of the claims as per the invoice No. 11239/17, 11240/17 and 11241/17 of 07.08.2017 aggregating to USD 173,182.97. We are therefore in agreement with the impugned order that the Appellant having once filed their claim amount without interest by their own volition, they cannot question the non-inclusion of interest after efflux of such a long period of time.

18. This now brings us to the next contention of the Respondent that the present application of the Appellant is an attempt to circumvent the specific remedy embodied in Section 42 of the IBC which provides that in case any

claimant is aggrieved by the decision of the Liquidator in respect of admission of their claim the matter is to be brought to the notice of the Adjudicating Authority for seeking relief.

19. To decide on the sustainability of this contention, we need to first notice the provisions of Section 42 of IBC which reads as under:

Section 42: Appeal against the decision of liquidator- *A creditor may appeal to the Adjudicating Authority against the decision of the liquidator accepting or rejecting the claims within fourteen days of the receipt of such decision.*

In terms of the above statutory construct, the claim of creditors is to be considered and examined by the Liquidator in the liquidation proceeding under Section 42 of the IBC. Section 42 of IBC further provides that a creditor may appeal against the decision of the Liquidator accepting or rejecting claims within 14 days of the receipt of such decisions. Section 42 further clearly provides that in the event of any dispute raised with regard to claim between the stakeholder claimant and the Liquidator, the matter is required to be adjudicated by the Adjudicating Authority.

20. When we see the sequence of events in this case, we find that even after the claim filed by the Appellant by adding the interest component stood rejected by the Liquidator, this decision was never challenged before the Adjudicating Authority. The Appellant in this case had not only failed to file their claim before the Liquidator on time but even when their belated claim was rejected by the Liquidator, the Appellant did not take any steps to challenge the decision of the Liquidator. The rejection of the belated claim by the Liquidator could well have been challenged before the Adjudicating Authority under Section 42 of the IBC by the Appellant and not having done so, this claim had acquired finality. When

Section 42 of the IBC provided a clear remedy to the Appellant which remedy has not been resorted to, the Appellant cannot now seek the same relief by invoking the provisions of 60(5) of the IBC.

21. The law is well settled that when a statute provides a particular remedy or that if a thing is to be done in a particular manner, then it has to be done in that manner only. Having failed to challenge the rejection of their claims within the 14 days timeline prescribed under Section 42 of the IBC, the Appellant has indirectly sought to revive their claim by filing a petition under Section 60(5) of the IBC. We find no reasons to disagree with the Adjudicating Authority that this issue cannot be re-agitated at this stage now by invoking Section 60(5) of the IBC. The Adjudicating Authority has therefore correctly held that there is merit in the submission of the Respondent that the Appellant was trying to circumvent the specific remedy under Section 42 of the IBC having failed to avail of it at the appropriate point of time.

22. This brings us to the third limb of argument of the Appellant that undue pressure was applied by the Liquidator on the Appellant to issue NOC for settlement of dues in the Admiralty Court proceedings with respect to the claims of the two sub-contractors, namely, Gujarat Marines and Dushyant Patel. It was contended by the Appellant that the Liquidator was trying to bypass the Appellant's legitimate claim for payment of its dues which arose from supply of services provided during the CIRP which must be honoured as CIRP costs under IBC irrespective of the settlement arrangement.

23. Per contra, it is the contention of the Respondent that the sub-contractors had given an undertaking before the Admiralty Court that if their claims are resolved then the claims of the Appellant against the Corporate Debtor would

stand withdrawn. The Liquidator therefore sent a communication on 30.09.2022 and subsequently another e-mail on 20.02.2023 seeking no objection from the Appellant for settlement of the dues of Gujarat Marines and Dushyant Patel. In this communication of 20.02.2023, the Liquidator called upon the Appellant to confirm the settlement amount of USD 129,492 to enable the Liquidator to deal with these claims made by the sub-contractor. The Appellant did not give their NOC with respect to the settlement of dues of the sub-contractor from the Admiralty Court proceedings. Instead in their response on 21.02.2023, the Appellant stated that their outstanding amount had increased to USD 364,257.29 on account of further interest which had accumulated on delayed payments. Submission was pressed that the Appellant was delaying and derailing the liquidation of the Corporate Debtor.

24. The issue before us is the tenability of the contention of the Appellant that it was being forced by the Liquidator to modify/withdraw their claim.

25. From the material on record, it clearly evident that the sub-contractors wanted a settlement in respect of their dues. The Liquidator in their communication of 20.02.2023 admitted the claim of the Appellant after deducting the value of supplies made by Gujarat Marines and Dushyant Patel as settled before the Admiralty Court. No fault can be found in the steps taken by the Respondent to ensure that the claims of the two sub-contractors were settled in a timely manner so that the remaining amount could be paid to the Appellant in accordance with the provisions of IBC without delay. The Liquidator, to our minds, had acted fairly in informing the Appellant that he was agreeable to pay for the claims restricted to the Appellant's share as long as the Appellant gave their NOC in respect of the settlement arrived with the other

subcontractors. Thus, the Liquidator clearly took due and ample care to protect the interests of the Appellant and at the same time avoided a scenario of duplication of claim for the same set of supplies. In such circumstances, the Appellant cannot be heard to say anything against the Liquidator of discriminatory treatment having been meted out to the Appellant.

26. Once the CIRP process is aborted and the liquidation process is triggered into motion, it is important for the Liquidator to ensure that minimal time is frittered away in liquidating the assets of the Corporate Debtor. Regulations 44(1) and 44(2) clearly makes liquidation a time bound process. At this stage, it may be useful and constructive to take notice of Regulation 44(1) and 44(2) as extracted hereunder:

44. Completion of liquidation-*(1) The liquidator shall liquidate the corporate debtor within a period of one year from the liquidation commencement date, notwithstanding pendency of any application for avoidance of transactions under Part II of the Code, before the Adjudicating Authority or any action thereof:*

(2) If the liquidator fails to liquidate the corporate debtor within [one year], he shall make an application to the Adjudicating Authority to continue such liquidation, along with a report explaining why the liquidation has not been completed and specifying the additional time that shall be required for liquidation.

27. The Liquidator has an important role to play in the timely conduct of the liquidation process and it is required of him to complete the process within one year from the date of commencement of liquidation proceedings. In the present case, we find that Liquidator has not committed any error in trying to complete the liquidation process on time which commenced way back in 2018. However, since the Appellant was unwilling to give their NOC, the progress of liquidation proceedings was facing a road-block on account of their non-responsive

behaviour. Given the conspectus of facts, we agree with the Adjudicating Authority that seeking of NOC from the Appellant by the Liquidator in respect of the dues of suppliers of the sub-contractors was within the scope of his duties to protect the assets of the Corporate Debtor and do not find any cogent grounds which show that the Liquidator was found wanting in his conduct in expeditiously settling the ongoing liquidation of the Corporate Debtor.

28. In the light of our findings recorded above, we are of the view that no error has been committed by the Adjudicating Authority in rejecting the IA No. 1795 of 2023. We find no cogent grounds to interfere with the impugned order. There is no merit in the appeal. The Appeal is dismissed without cost.

**[Justice Ashok Bhushan]
Chairperson**

**[Barun Mitra]
Member (Technical)**

**[Arun Baroka]
Member (Technical)**

**Place: New Delhi
Date: 20.02.2025**

Abdul/Harleen