

IN THE NATIONAL COMPANY LAW TRIBUNAL
AHMEDABAD
DIVISION BENCH
COURT - 1

ITEM No.306
C.P.(IB)/205(AHM)2025

Under Section 7 IBC

IN THE MATTER OF:

Catalyst Trusteeship Limited
V/s
Blu-Smart Mobility Limited

.....Applicant

.....Respondent

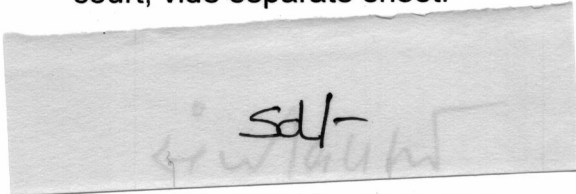
Order delivered on: 28/07/2025

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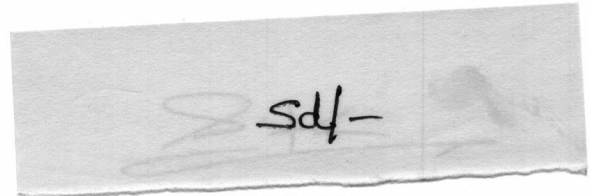
Mr. Shammi Khan, Hon'ble Member(J)
Mr. Sanjeev Kumar Sharma, Hon'ble Member(T)

ORDER
(Hybrid Mode)

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



SANJEEV KUMAR SHARMA
MEMBER (TECHNICAL)



SHAMMI KHAN
MEMBER (JUDICIAL)

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

CP (IB) No.205/7/AHM/2025.

(An application under Section 7 of the Insolvency and Bankruptcy Code, 2016 read with Rule 4 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016)

In the Matter of: *Blu-Smart Mobility Limited*

Catalyst Trusteeship Limited

(CIN: U74999PN1997PLC110262)

Registered office at GDA House,
Plot No. 85, Bhusari Colony (Right),
Kothrud, Pune - 411 038,
Maharashtra, India.

And

Having its corporate office at
Unit No. 901, 9th Floor, Tower - B,
Peninsula Business Park,
Senapati Bapat Marg, Lower Parel (W),
Mumbai - 400013, Maharashtra, India.

...Applicant/Financial Creditor

VERSUS

Blu-Smart Mobility Limited

(U74999GJ2018PTC104895)

Registered office at 15th Floor, A Block,
Westgate Business Bay, S G Road,
Jivraj Park, Ahmedabad, Gujarat - 380051.

...Respondent/Corporate Debtor

Order Pronounced On: 28.07.2025

C O R A M:

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

A P P E A R A N C E:

For the Applicant/F.C. : Mr. Anmol A. Mehta, Advocate
For the Respondent/CD : Mr. Himanshu Dubey, Advocate.

O R D E R
(Per Bench)

1. This Petition is filed on 13.05.2025 by the Applicant - **Catalyst Trusteeship Limited** (hereinafter referred to as **"Financial Creditor"**) against the Respondent - **Blu-Smart Mobility Limited** (hereinafter referred to as **"Corporate Debtor"**) under Section 7 of the Insolvency and Bankruptcy Code, 2016 (hereinafter referred to as **"IBC, 2016"**) read with Rule 4 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016 (hereinafter referred to as **"IB (AAA) Rules, 2016"**) for initiation of Corporate Insolvency Resolution Process (**CIRP**), to appoint Interim Resolution Professional (hereinafter referred to as **"IRP"**)

and declare the moratorium for having defaulted payment of its outstanding Financial Debt of **Rs.1,28,02,195/-**.

2. On Perusal of Part-I of the Form-1 revealed that Catalyst Trusteeship Limited, a company incorporated on 22.08.1997 under the Companies Act, 1956, with Corporate Identification Number U74999PN1997PLC110262, has its registered office at GDA House, Plot No. 85, Bhusari Colony (Right), Kothrud, Pune - 411 038, Maharashtra, India, and its corporate office at Unit No. 901, 9th Floor, Tower - B, Peninsula Business Park, Senapati Bapat Marg, Lower Parel (W), Mumbai - 400013, Maharashtra, India, acts as the Debenture Trustee for InCred Credit Opportunities Fund - I, the Debenture Holder, and is authorized to file this Petition through Ms. Sweeti Suthar, Manager, vide Board Resolution dated 27.06.2024 which is annexed as Annexure-I/A.

3. On Perusal of Part-II of the Form-1 revealed that the Corporate Debtor - Blu-Smart Mobility Limited, a public limited company incorporated on 24.10.2018 under the Companies Act, 2013, with Corporate Identification Number U74999GJ2018PLC104895, has its registered office at 15th

Floor, A Block, Westgate Business Bay, S.G. Road, Jivraj Park, Ahmedabad, Gujarat - 380051, India, with an authorized share capital of Rs. 60,00,00,000 and paid-up share capital of Rs. 11,00,96,254, as per the Master Data available on the website of the Ministry of Corporate Affairs which is annexed as Annexure-I/B.

4. On Perusal of Part-III of the Form-1, revealed that initially the Financial Creditor had not proposed a specific Interim Resolution Professional. Subsequently, the Financial Creditor filed an amended Form-1 on 25.06.2025, proposing NPV Insolvency Professionals Private Limited, having Registration No. IBBI/IPE-0040/IPA-2/2022-23/50021, Address: H-35, 1st Floor Jangpura Extension, Jungpura, South Delhi, New Delhi - 110014, (E-mail ID- ipe@npvca.in, Mobile No. 99798-55266) under section 13 (1)(c) of the Code to act as an Interim Resolution Professional (**IRP**). It has filed its written communication **Form-2** dated 15.05.2025 along-with **Form-B** being **AFA** dated 17.12.2024 as well as Certificate of registration dated 02.01.2023 and 08.12.2023, which is annexed as Annexure-V as per the requirement of

Rule 9(l) of the Insolvency and Bankruptcy (AAA) Rules, 2016. The AFA of the proposed IRP/IPE is valid up to 31.12.2025.

5. On Perusal of Part-IV and V of Form-1 of this Petition revealed that the Financial Creditor has placed the facts in the following manner: -

- (i) On 20.04.2023, the Corporate Debtor - Blu-Smart Mobility Limited issued 15 secured, redeemable, unrated, and unlisted Non-Convertible Debentures (NCDs), each with a face value of Rs. 1,00,00,000, aggregating to Rs. 15,00,00,000, to meet working capital requirements for its ride-hailing platform operating 100% electric 4-wheeler cars.
- (ii) The NCDs were issued under a Debenture Trust and Hypothecation Deed (DTHD) dated 20.04.2023, executed between the Financial Creditor, acting for the Debenture Holder, and the Corporate Debtor, with a tenor of 24 months. A Debenture Trustee Appointment Agreement dated 20.04.2023 appointed the Financial Creditor as the Debenture Trustee.
- (iii) A Non-Disposal Undertaking (NDU) dated 20.04.2023 was executed by key shareholders Anmol Singh Jaggi and Puneet Singh Jaggi, holding 23.35% of the issued share capital, restricting share transfers without the

Debenture Trustee's consent. The NCDs were allotted on 21.04.2023, with the subscription amount of Rs. 15,00,00,000 as per clause 4.1 of the Debenture Trust and Hypothecation Deed with the Debenture Subscription received by the Corporate Debtor on the same date, as evidenced by bank statements (Annexure VII).

- (iv) The Corporate Debtor was required to redeem the Non-Convertible Debentures in equal principal instalments starting from 30.04.2023 as per Schedule 7 of the Debenture Trust and Hypothecation Deed, with applicable coupon payments on the outstanding principal amount at the coupon rate from the allotment date.
- (v) The Corporate Debtor unilaterally revised the schedule, commencing payments from 31.05.2023 which required payments to start from 30.04.2023 as per Schedule 7 of the Debenture Trust and Hypothecation Deed, breaching Clauses 4.2 (Coupon Payment), 5 (Redemption), and 12.4 (Consequences of Default) of the DTHD. The Financial Creditor submitted that the Corporate Debtor defaulted on the following payments:
 -
 - (a). Rs. 64,77,260 due on 28.02.2025, paid belatedly on 18.03.2025 after a notice on 17.03.2025 (Annexure I/H).

- (b). Rs. 64,17,740 due on 31.03.2025, unpaid despite a notice on 03.04.2025 (Annexure I/I).
- (c). Rs. 63,31,164 due on 30.04.2025, unpaid. The total default amount is Rs. 1,28,02,195 (principal Rs. 1,25,00,000), excluding interest, triggering Events of Default under Paragraphs 1, 3, 13, and 15 of Schedule 13 of the DTHD.
- (vi) On 09.04.2025, the Financial Creditor issued a Notice of Event of Default, citing an outstanding liability of Rs. 1,27,28,820 (Annexure I/J) and breaches of Clauses 4.2, 5, and 12.4 of the Debenture Trust and Hypothecation Deed, triggering defaults under paragraphs 1, 3, and 13 of Schedule 13.
- (vii) On 10.04.2025, the Corporate Debtor, through Anmol Singh Jaggi, a key shareholder, admitted liability via email, promising payment by the following week, which was not made (Annexure I/K).
- (viii) On 15.04.2025, the Securities and Exchange Board of India (SEBI) issued an interim order against Gensol Engineering Limited, a related party, and key shareholders Anmol Singh Jaggi and Puneet Singh Jaggi, restraining them from holding directorial positions or dealing in securities and ordering a forensic audit (Annexure I/L).
- (ix) On 17.04.2025, the Financial Creditor issued another Notice of Event of Default, recalling the entire outstanding amount of Rs. 1,28,02,195 and directing

the Corporate Debtor to cease transactions and organize a stakeholder meeting on 22.04.2025, but no response or payment was received (Annexure I/M).

- (x) The total amount in default as of 17.04.2025 is Rs. 1,28,02,195, excluding interest from the default date to the filing date, with defaults occurring on 28.02.2025, 31.03.2025, and 30.04.2025, breaching the terms of the Debenture Trust and Hypothecation Deed.

6. The Financial Creditor filed addl. Affidavit dated 05.06.2025 and 18.06.2025 in compliance with the order dated 03.06.2025 to rectify defects, including Form PAS-4, Debenture Certificates, and bank statements confirming disbursement and receipt of 22 of 24 payments from the Corporate Debtor as well as revised Bankers Book Evidence Certificate U/s 2A of the Bankers Book Evidence Act, 1891 (Annexures VI, VII, XI).
7. The Financial Creditor has also filed **Form-D** being a record of debt and default issued by National E-Governance Services Limited ("**NeSL**") in which the date of default is recorded as 21.04.2025 with status "**Deemed to be**

Authenticated". A copy of the same is filed separately in the Petition as Annexure X.

8. The Financial Creditor also filed Affidavit for Amended Form-1 dated 25.06.2025 in compliance with the order dated 23.06.2025, amending Part-III of Form-1 to propose NPV Insolvency Professionals Pvt. Ltd. as IRP, with written consent already attached with Draft Amendment as Annexure V.
9. The Financial Creditor has relied upon the following documents, which are as under:-
- (a) Board Resolution dated 27.06.2024 (Annexure I/A).
 - (b) Company Master Data of the Corporate Debtor (Annexure I/B).
 - (c) Memorandum and Articles of Association of the Corporate Debtor (Annexure I/C).
 - (d) DTHD, Debenture Trustee Appointment Agreement, and NDU dated 20.04.2023 (Annexures I/D, I/E, I/F).
 - (e) Revised payment schedule (Annexure I/G).
 - (f) Notices dated 17.03.2025, 03.04.2025, 09.04.2025, and 17.04.2025 (Annexures I/H, I/I, I/J, I/M).
 - (g) Email admitting liability dated 10.04.2025 (Annexure I/K).
 - (h) SEBI order dated 15.04.2025 (Annexure I/L).

- (i) Form-C and Form-D from NeSL (Annexures I/P, X).
- (j) Bank statements from 01.04.2023 to 31.03.2025 and 01.04.2025 to 16.06.2025 (Annexures VII, VIII).
- (k) Certificate under Section 2A of the Bankers' Book Evidence Act, 1891 (Annexure IX).
- (l) Form PAS-4 and 15 Debenture Certificates of Rs 1,00,00,000 each dated 20.04.2023 and 21.04.2023 (Annexure VI).
- (m) Written communication from proposed IRP, NPV Insolvency Professionals Pvt. Ltd. & AFA valid until 31.12.2025 (Annexure V).

10. That on issuance of the notice, the Corporate Debtor appeared through its Counsel and filed the Reply dated 13.06.2025, denying various averments made in the Petition. The Corporate Debtor inter-alia contended that : -

- (i) The petition is premature, lacks merit, and is a recovery tactic, not a genuine insolvency action.
- (ii) All the payments up to 28.02.2025 (Rs. 64,77,260, paid belatedly on 18.03.2025) were made. However, instalments of Rs. 64,17,740 (due 31.03.2025) and Rs. 63,31,164 (due 30.04.2025), totalling Rs. 1,28,02,195, remain unpaid due to a temporary financial crunch, as communicated to the Financial Creditor.
- (iii) The delay is commercial, not a default under Section 3(12) of IBC, citing Vidarbha Industries Power Ltd. vs. Axis Bank Ltd. (2022 SCC OnLine SC 841).

- (iv) The petition is defective due to multiple default dates (28.02.2025, 31.03.2025, 30.04.2025), lack of initial IRP proposal, and absence of certified evidence under the Bankers' Books Evidence Act, 1891, or Section 63 of the Bharatiya Sakshya Adhiniyam, 2023.
- (v) The petition is filed with malicious intent, timed with the SEBI order dated 15.04.2025 against Gensol Engineering Limited, to pressure the Corporate Debtor.
- (vi) Breaches of covenants are minor and do not warrant CIRP, per Amrit Lal Goverdhan Lalan vs. SBI (2023 SCC OnLine SC 216).
- (vii) The Financial Creditor concealed interest payments up to February 2025, showing unclean hands.
- (viii) Relies on Annexures A (DTHD), B (Form-1), C (SEBI order), and I/Q (interest calculation sheet).

11. The Financial Creditor on 16.06.2025 filed **Affidavit-in-Rejoinder** to the Reply of the Corporate Debtor in the following manner: -

(i) The Financial Creditor disputed the reply's validity, as it is affirmed by Mr. Gopal Mishra without proof of authorisation, requesting the NCLT to reject or disregard it.

(ii) The Financial Creditor asserted a debt of Rs. 15,00,00,000 from 15 Non-Convertible Debentures

issued under a Debenture Trust and Hypothecation Deed (DTHD) dated 20.04.2023. The Corporate Debtor defaulted on payments of Rs. 64,17,740 and Rs. 63,31,164 due on 31.03.2025 and 30.04.2025, respectively, per a revised redemption schedule.

- (iii) The rejoinder refutes claims that the petition is premature or meritless, citing the Corporate Debtor's admission of liability (Annexure I/K, 10.04.2025). It denies allegations of suppression or abuse of process, confirming the debt and default via the DTHD and bank statements (Annexures VII, VIII, IX). The defaults occurred on 28.02.2025, 31.03.2025, and 30.04.2025, with notices issued on 09.04.2025 and 17.04.2025.
- (iv) The petition, filed on 13.05.2025, included an affidavit for amendment on 15.05.2025 with Form 2 and Authorization for Assignment. Form-D from NeSL (Annexure X) addresses objections. The Financial Creditor denied the relevance of SEBI proceedings or the Bankers' Book Evidence Act, 1891.
- (v) The Financial Creditor seeks CIRP initiation, supported by evidence of debt, default, and legal precedent (Innoventive Industries Ltd. vs. ICICI Bank, 2018).

12. The Financial Creditor also filed Written Submissions on 17.07.2025. The Financial Creditor reiterated debt of Rs. 1,28,02,195, defaults, and compliance with IBC, citing

Innoventive Industries Ltd. vs. ICICI Bank (2018) 1 SCC 407, Dena Bank vs. C. Shivakumar Reddy (2021) 10 SCC 330, and Asset Reconstruction Co. (India) Ltd. vs. Tulip Star Hotels Ltd. (2022) 234 COMP CAS 23.

13. The Corporate Debtor also filed Written Submissions dated 17.07.2025. The Corporate Debtor reiterates: -

- No substantial default exists; the delay in the final instalment is due to temporary financial constraints, not insolvency.
- The petition is defective due to unclear default dates, missing IRP details (initially), and lack of certified evidence.
- The petition is a recovery action, citing Phoenix ARC Pvt. Ltd. vs. Spade Financial Services Ltd. (2021 SCC OnLine SC 51).
- Minor breaches do not justify CIRP, per Amrit Lal Goverdhan Lalan.
- Cites Neeraj Sharma vs. Vinod Kumar (2020 SCC OnLine NCLAT 513), SBI vs. Metenere Ltd. (2020 SCC OnLine NCLAT 349), and Swiss Ribbons Pvt. Ltd. vs. Union of India (2019 SCC OnLine SC 73) for procedural compliance and dismissal of defective petitions.

14. We have heard Ld. Counsel for the Financial Creditor, Ld. Counsel for the Corporate Debtor, and considered the

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submissions of both parties and perused the material on record.

15. On perusal of the records, it is found that the Financial Creditor establishes the existence of a financial debt under Section 5(8) of the IBC, arising from the issuance of 15 NCDs worth Rs. 15,00,00,000, as evidenced by the DTHD, Form PAS-4, Debenture Certificates, and bank statements (Annexures I/D, VI, VII). The disbursement of Rs. 15,00,00,000 to the Corporate Debtor on 21.04.2023 is undisputed.
16. The Corporate Debtor's default on payments due on 31.03.2025 (Rs. 64,17,740) and 30.04.2025 (Rs. 63,31,164), with a principal default of Rs. 1,27,48,904 plus additional dues of Rs. 53,291 as per the Debenture Trust and Hypothecation Deed, totalling Rs. 1,28,02,195, is supported by bank statements (Annexure VIII) and Form-D from NeSL (Annexure X). The delayed payment of Rs. 64,77,260 against the instalment of February 2025 on 18.03.2025, after a notice on 17.03.2025, further indicates financial distress.
- 4 The email dated 10.04.2025 from Anmol Singh Jaggi

(Annexure I/K) admits liability, strengthening the Financial Creditor's claim. The SEBI order dated 15.04.2025 (Annexure I/L) against related parties suggests broader financial concerns, though not directly impacting the default.

17. The Corporate Debtor's claim that the petition is premature and the default is commercial hinges on the delay in the final instalment of Rs. 63,33,870. The Tribunal notes that the principal default of Rs. 1,25,00,000 exceeds the IBC threshold of Rs. 1,00,00,000 under Section 4, as amended. The reliance on Vidarbha Industries Power Ltd. is misplaced, as clarified in *M. Suresh Kumar Reddy vs. Canara Bank* (2023) ibclaw.in 67 SC, which holds that Vidarbha Industries applies only in exceptional circumstances not present here, given the admitted default (Annexure I/K) and non-payment despite assurances.

18. The Corporate Debtor's claim of minor breaches is untenable, as non-payment of principal amounts constitutes a material default under the DTHD. The allegation of malicious intent is unsupported, as the first

notice of default (09.04.2025) predates the SEBI order (15.04.2025), and the Financial Creditor's actions align with IBC provisions for debt enforcement. The objection regarding Gopal Mishra's authority is noted but not determinative, as the Corporate Debtor's substantive defences are considered.

19. The Corporate Debtor's objections to procedural defects—multiple default dates, initial absence of IRP details, and lack of certified evidence—are addressed. The Financial Creditor rectified the IRP issue via Amended Form-1 on 25.06.2025, proposing NPV Insolvency Professionals Pvt. Ltd. with valid consent (Annexure V). The multiple default dates (28.02.2025, 31.03.2025, 30.04.2025) reflect ongoing non-compliance, not ambiguity, as the total default amount is clear. The certificate under Section 2A of the Bankers' Book Evidence Act, 1891 (Annexure IX), and Form-D from NeSL (Annexure X) satisfy evidence requirements.

20. Though there is a discrepancy in the records concerning the date of default with the National E-Governance Services Ltd.

4⁰ (NeSL), as in **Form-D** records the date of default as

21.04.2025 (Annexure X). This anomaly suggests an error on the part of the Financial Creditor in data submission or recording with National E-Governance Services Ltd. (NeSL). The NeSL records are secondary data sources based on the information provided by the Financial Creditor and cannot override primary records. There have been different default dates for different instalments. For example, an instalment due on 28.02.2025 was not paid on the due date but was paid later on 18.03.2025. This Tribunal understands the situation of the Financial Creditor regarding the date of default, as there have been various default dates, and it is difficult to identify a single date of default. The Tribunal, therefore, relies on the default dates of 31.03.2025 and 30.04.2025, as established by the Debenture Trust and Hypothecation Deed, bank statements, and notices (Annexures I/D, VII, VIII, I/H, I/I, I/J, I/M), which constitute primary evidence under Section 7(3) of the IBC.

- 21.** The Corporate Debtor's reliance on *Swiss Ribbons Pvt. Ltd. and SBI Vs. Metenere Ltd.* does not apply, as those cases address stricter procedural lapses not present here. The

objection under Section 63 of the Bharatiya Sakshya Adhiniyam, 2023, is overruled, per Piusli Banerjee Vs. IL & FS Financial Services Ltd. (NCLAT, 2022), as electronic evidence (e.g., email dated 10.04.2025) is admitted by the Corporate Debtor.

22. The Financial Creditor's reliance on **Innoventive Industries Ltd.** is apt, as it clarifies that CIRP can be initiated upon proof of debt and default, both established here. **Dena Bank vs. C. Shivakumar Reddy** supports the view that technical objections, like minor discrepancies in default dates, do not bar CIRP. The Corporate Debtor's citation of **Phoenix ARC Pvt. Ltd.** Judgment is distinguishable, as this petition is based on a clear financial debt, not a recovery suit. **Amrit Lal Goverdhan Lalan & Neeraj Sharma** Judgments do not apply, as the defaults here are material and undisputed in substance.

23. The Tribunal finds that the Financial Creditor has established a financial debt of Rs. 15,00,00,000, with a default of Rs. 1,28,02,195, exceeding the IBC threshold. The Corporate Debtor's admission of liability (Annexure I/K) and

non-payment despite notices confirm the default under Section 3(12) of the IBC. The procedural rectifications by the Financial Creditor comply with Section 7(5) and Rule 4 of the IB (AAA) Rules, 2016. The Corporate Debtor's defences of temporary financial crunch and malicious intent lack evidentiary support and do not negate the debt and default prerequisite for initiation of CIRP. The SEBI order, while relevant to related parties, does not alter the Corporate Debtor's obligations under the DTHD.

- 24.** The present Petition is complete in terms of Section 7 (5) of the Code. The Tribunal finds that the Financial Creditor has discharged its burden of proof under Section 7 of the Code by demonstrating the existence of a financial debt and default in payment of the financial debt by the Corporate Debtor. The outstanding financial debt is more than rupees one crore, which meets the threshold limit as per section 4 of the Code and is well within the limitation for filing the present Petition, which is supported by comprehensive documentation.

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25. This Tribunal has considered the legal framework under Section 7 of the IBC, which requires the establishment of a financial debt and a default by the Corporate Debtor. The Supreme Court in **Innoventive Industries Limited Vs. ICICI Bank Limited & Anr. (2017) ibclaw.in 02 SC**, clarified that the Adjudicating Authority must ascertain the existence of a debt that is due and a default that has occurred. The view taken in the case of **Innoventive Industries** has been followed by the Supreme Court in the case of **E S Krishnamurthy & Ors. Vs. M/s Bharath Hi Tech Builders Pvt. Ltd. (2021) ibclaw.in 173 SC**.
26. Further, Supreme Court in **M. Suresh Kumar Reddy Vs. Canara Bank & Ors. (2023) ibclaw.in 67 SC** held that the decision in the case of **Vidarbha Industries (2022) ibclaw.in 91 SC** cannot be read and understood as taking a view which is contrary to the view taken in the cases of **Innoventive Industries [2017] ibclaw.in 02 SC** and **E.S. Krishnamurthy (2021) ibclaw.in 173 SC**. The view taken in the case of **Innoventive Industries** still holds good. The Hon'ble Supreme Court observed that:

“13. Thus, it was clarified by the order in review that the decision in the case of **Vidarbha Industries** was in the setting of facts of the case before this Court. Hence, the decision in the case of **Vidarbha Industries** cannot be read and understood as taking a view which is contrary to the view taken in the cases of **Innoventive Industries** and **E.S. Krishnamurthy**. The view taken in the case of **Innoventive Industries** still holds good.”

27. In light of the above findings, this Tribunal is satisfied that the Financial Creditor is entitled to the relief as sought. The Corporate Debtor's default justifies the admission of the petition and the initiation of CIRP under the Code. Hence, the Application filed under section 7(2) of the Insolvency and Bankruptcy Code for initiation of corporate insolvency resolution process against (CIRP) the Respondent/Corporate Debtor deserves to be admitted.

28. Accordingly, in light of the above facts and circumstances, it is **hereby ordered** as under: -

- (i) The Respondent/Corporate Debtor - **Blu-Smart Mobility Limited** is **admitted** in the Corporate Insolvency Resolution Process (**CIRP**) under section 7 of the IBC, 2016.
- (ii) As a consequence thereof, a moratorium under Section 14 of the Insolvency and Bankruptcy Code, 2016 is

declared for prohibiting all of the following in terms of Section 14(1) of the Code.

- a. *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;*
- b. *Transferring, encumbering, alienating or disposing of 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 Securitisation 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.*
- e. *The provisions of sub-Section (1) shall however, not apply to such transactions, agreements as may be notified by the Central Government in consultation with any financial sector regulator and to a surety in a contract of guarantee to a Corporate Debtor. The moratorium does not apply to transactions notified by the Central Government, as per Section 14(3)(a) of the IB Code, 2016.*

- (iii) The order of moratorium under section 14 of the Code shall come to effect from the date of this order till the completion of the Corporate Insolvency Resolution Process or until this Adjudicating Authority approves the Resolution Plan under sub-section (1) of section 31 or passes an order for liquidation of the Corporate

Debtor under Section 33 of the IBC 2016, as the case may be.

- (iv) However, in terms of Section 14(2) to 14(3) of the Code, the supply of essential goods or services to the Corporate Debtor as may be specified, if continuing, shall not be terminated or suspended, or interrupted during the moratorium period.
- (v) As proposed by the Financial Creditor, we appoint **NPV Insolvency Professionals Private Limited**, having Registration No. IBBI/IPE-0040/IPA-2/2022-23/50021, Address: H-35, 1st Floor Jangpura Extension, Jungpura, South Delhi, New Delhi - 110014, (E-mail ID- ipe@npvca.in, Mobile No. 99798-55266) under section 13 (1)(c) of the Code to act as Interim Resolution Professional (**IRP**). It shall conduct the Corporate Insolvency Process as per the Insolvency and Bankruptcy Code, 2016 r.w. Regulations made thereunder.
- (vi) The IRP so appointed shall make a public announcement (e.g., newspapers, websites) under Regulation 6(2) of IBBI Regulations, 2016, of the initiation of the Corporate Insolvency Resolution Process and call for submissions of claims under section 15 within three days of appointment as per Regulation 6 of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, as required by Section 13(1)(b) of the Code.

- (vii) The IRP shall perform all its functions as contemplated, *inter-alia*, by sections 17, 18, 20, and 21 of the Code. It is further made clear that all personnel connected with the Corporate Debtor, its promoters, or any other person associated with the management of the Corporate Debtor are under legal obligation as per section 19 of the Code to extend every assistance and cooperation to the IRP. Where any personnel of the Corporate Debtor, its promoters, or any other person required to assist or co-operate with IRP do not assist or cooperate, the IRP is at liberty to make appropriate application to this Adjudicating Authority with a prayer for passing an appropriate order.
- (viii) The IRP is expected to take full charge of the Corporate Debtor's assets and documents without any delay whatsoever within seven days of this order. He is also free to take police assistance in this regard, and this Court hereby directs the Police Authorities to render all assistance as may be required by the IRP in this regard.
- (ix) The IRP shall be under a duty to protect and preserve the value of the property of the 'Corporate Debtor company' and manage the operations of the Corporate Debtor company as a going concern as a part of the obligation imposed by section 20 of the Code.
- (x) The IRP or the RP, as the case may be, shall submit to this Adjudicating Authority a periodical report with

regard to the progress of the CIRP in respect of the Corporate Debtor.

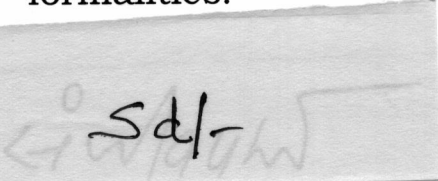
- (xi) We direct the Financial Creditor to pay IRP a sum of Rs. 10,00,000/- (Rupees Ten Lakh Only), in advance exclusive of applicable taxes, within 7 days from the date of this order to meet the initial costs of the CIRP, including issuing public notice and inviting claims, as per Regulation 33(1) of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016. This amount shall be adjustable against the IRP's fees and expenses as approved by the Committee of Creditors (CoC) under Regulation 33(3), with any excess refundable to the Financial Creditor or shortfall recoverable from the Corporate Debtor's estate as CIRP costs.
- (xii) The Registry is directed to communicate this order to the Financial Creditor, Corporate Debtor, and to the Interim Resolution Professional, the concerned Registrar of Companies and the Insolvency and Bankruptcy Board of India after completion of necessary formalities, within seven working days, and upload the same on the website immediately after pronouncement of the order. The Registrar of Companies shall update the Corporate Debtor's Master Data on the MCA portal to reflect its status as 'under Corporate Insolvency Resolution Process' within 7 working days of receiving this order and submit a

compliance report to the Registrar, NCLT, within 14 working days.

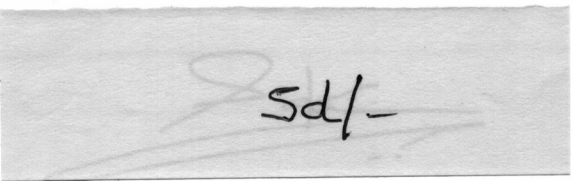
(xiii) The public announcement under Regulation 6(2) of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, shall be published in at least one English (national edition) and one vernacular newspaper with wide circulation in the state of the Corporate Debtor's registered office (Gujarat) and on the Corporate Debtor's website, if any, as per Form A of the said Regulations.

(xiv) The commencement of the Corporate Insolvency Resolution Process shall be effective from the date of this order.

29. Accordingly, this Application **CP(IB)/205/7/AHM/2025** is hereby **admitted**. A certified copy of this order may be issued, if applied for, upon compliance with all requisite formalities.



SANJEEV SHARMA
MEMBER (TECHNICAL)



SHAMMI KHAN
MEMBER (JUDICIAL)