Transcript of Justice Ramakrishna Prasad's Welcome Address

Welcome Address by Hon'ble Mr. Justice Ramakrishna Prasad, Judge, High Court of Andhra Pradesh at Amaravathi:

Very Good Morning to All – Dignitaries on and off the dais, my former colleagues at the Bar, Senior Counsels!

Today we all have assembled here for the launching off the treatise called the '***Corporate Insolvency Resolution Process and Liquidation under the Insolvency and Bankruptcy Code, 2016***'. Going a little back, as this Code was introduced in 2016, we had the Sick Industrial Industrial Companies Act, 1985, under which we had industrial reconstruction by way of the Board for Industrial and Financial Reconstruction. The process for insolvency and liquidation that was being dealt with under the Companies Act was a time taking process and it never achieved its desired results. In the year, 2016, the Code came into the force.

In the *Merchant of Venice* by Shakespeare, the story involves about Shylock, the hapless borrower in the hands of an unscrupulous professional money lender. Today in the corporate world, if Shakespeare was alive, he would have written another hamlet, as regards the woes being faced by the financial institutions and banks in recovering their monies from unscrupulous borrowers. This is the story of the Insolvency and Bankruptcy Code. It has been only six to seven years now, but due to activism of National Company Law Tribunal, National Company Law Appellate Tribunal and the Supreme Court and the honourable Judges, who have been shaping and reinforcing the enactment in order to achieve its [the IBC's] proper implementation. Their judgments have enriched the Indian jurisprudence a lot, and of course we are still evolving.

The members on the dais don't need any introduction at all. As lawyers, we all have briefed them and our Indian jurisprudence was enriched due to their presence on the Bench. Hon'ble Justice Ashok Bhushan is presently the chairperson of NCLAT. It is indeed my privilege to be welcoming you all on this beautiful morning. I welcome each one of you from the bottom of my heart to have been here. I particularly thank Justice Rao's family members who are also here. I must also make a mention of Justice Rao's school friends who have always been with him, in all such milestones in his life.

I welcome you all very heartily and warmly. Thank You very much!

Transcript of Justice Ashok Bhushan's Introductory Remarks

Introductory Remarks by Justice Ashok Bhushan

Respected Brother Justice Rohinton Nariman, Justice Nageswara Rao, Justice Prasad, Judges of the Hon'ble Supreme Court present in the hall, my former colleagues at the Supreme Court, Judges of the Delhi High Court, Ld. Attorney-General, senior members of the Bar, other members of the Bar, family members of Justice Nageswara Rao, members of the NCLAT, Ms. Sreesha Merla and other members of the NCLT present, Ladies and Gentlemen, a very Good Morning to all of you!

Esteemed colleagues, it is a great honour and privilege for me to stand before you today to introduce the seminal work of Justice L. Nageswara Rao and Shri Avinash Krishnan Ravi's commentary, '***Corporate Insolvency Resolution Process and Liquidation under the Insolvency and Bankruptcy Code, 2016***'. I commend them for their meticulous research and deep understanding of the law, insightful analysis and their effort in presenting a comprehensive commentary on the Insolvency and Bankruptcy Code.

The Insolvency and Bankruptcy Code, 2016, has brought a sea of change in the way corporate insolvencies and liquidation were handled in India. It has provided a much-needed structure and streamlined the approach facilitating the timely and efficient resolution of insolvency and liquidation cases. This comprehensive commentary is an invaluable resource that delves deep into the intricacies of the Insolvency and Bankruptcy Code and provides a thorough analysis of the various provisions. This Commentary provides a meticulous analysis of the Code encompassing its various provisions, regulations, judicial pronouncements making it an indispensable guide for professionals navigating the complex terrain of corporate insolvency.

Structured in 38 Chapters, this Commentary covers a wide array of topics related to the IBC, including definitions, threshold for corporate insolvency, admission of corporates into Corporate Insolvency Resolution Process, timelines, limitation, moratorium, liquidation of corporate debtors, schemes under sections 230-232 under the Companies Act, 2013 in liquidation, voluntary liquidation and dissolution of corporate persons. The depth and detail of this work truly set it apart making it an essential read for anyone practicing in the field of insolvency law. The Authors' mastery of the subject is evident throughout the book. Their ability to articulate complex legal concepts with clarity and precision is truly commendable.

For instance, in Chapter 7, titled 'Limitation and Insolvency and Bankruptcy Code', the Authors have lucidly explained issues ranging from applicability of the Limitation Act to the Insolvency proceedings and thereafter, to the limitation period. Also, divergent views about the applicability of the provisions pertaining to exclusion of limitation period that is pertaining to acknowledgement, bona fide prosecution of other proceedings, etc., have been discussed by citing case laws. Furthermore, the book provides practical guidance on issues that the insolvency professionals and legal practitioners face daily.

An important aspect of the IBC, as discussed in Chapter 12, of the Commentary, titled '*Constitution, Meeting and Voting of the Committee of Creditors*', addresses the issues of disqualification based on the related party status. However, if a related party financial creditors divests itself of the shareholding or ceases itself to be a related party, with the sole intention of participating in the CoC and sabotaging the corporate insolvency resolution process by diluting the votes of others or otherwise, it would be in line with object and purpose of the first proviso

to section 21(2) to consider the former related party creditor as debarred under the *first proviso.* In conclusion, Chapter 12 delves deep into the complexities of the Committee of Creditors and the disqualification of the related parties. The Chapter provides valuable insight and guidance to legal practitioners, insolvency professionals and other stakeholders navigating the intricacies of the IBC.

Furthermore, in Chapter 12, the Authors examine disqualification based on related party and state that it is person-centric and not transaction centric. They argue that, often a debt, at inception, may be a related party transaction, but may not continue to be so. A subsidiary company may have lent to its holding company. At the time of lending, the transaction is clearly a related party transaction. In such circumstances, a question may arise as to whether an erstwhile subsidiary would be a related party in the CoC of the corporate debtor, owing to the fact that the transaction at its inception was a related party transaction. The answer to this has been given in the negative as the disqualification for a related party is person specific and not transaction specific.

The book provides practical guidance to insolvency professionals and legal practitioners face daily. The authors have examined the imposition of moratorium during CIRP. They state that moratorium under section 14 of the Code is intended to maintain the status quo and preserve the debtor's assets during the CIRP. It is a critical tool that enables the Resolution Professional to carry out the resolution process effectively without the threat of creditors or other parties taking actions that could potentially jeopardise the debtors' business or assets.

The Commentary's practical suggestions and real-world examples make it a valuable resource for legal practitioners. For instance, in Chapter 22, '*List of Stakeholders, Constitution of Stakeholders' Consultation Committee, Its Meetings and Powers*', the authors analyse the definition of the term, 'stakeholder'. "*The term "stakeholder" is of a wide import and covers any person, who has a financial interest with the corporate debtor…. All stakeholders are required to file their claims before the liquidator, who shall admit or reject the same, in accordance with the law. After such decision, on the claims filed, the liquidator, in terms of regulation 31 of the Liquidation Process Regulations, is required to prepare a list of stakeholders."* This analysis demonstrates how the Book's insights can be applied to real life scenarios faced by insolvency professionals and legal practitioners.

In a field where the legal landscape is constantly evolving, the Commentary fills a crucial gap in the current literature in insolvency and bankruptcy law. The Authors have meticulously researched and analysed various judgments and case laws offering critical insight into the interpretation and application of the IBC. As a result, the Book will undoubtedly serve as a valuable resource for years to come!

One of the key strands of the Committee is to provide a holistic understanding of the IBC and in doing so, it sheds light on the interplay between various provisions and their practical implication. For example, in Chapter 27, '*Sale in Liquidation*', the Authors discuss voluntary liquidation and its significance within the broader framework of the IBC. They highlight how this process enables the corporate debtors to take more pro-active steps to initiate liquidation proceedings when the believe that the business is no longer viable. This does not only empower the debtor to manage their financial distress, but also ensures orderly winding up the company's affairs, thereby safeguarding the interests of the stakeholders.

Moreover, the Authors have also have taken great care to ensure that their Commentary remains relevant in the context of evolving legal ecosystem. They have thoroughly examined the recent amendments to the IBC and pertinent case laws, offering valuable insight to their implication for insolvency professionals and legal practitioners. For instance, in Chapter 29, titled, '*Completion of Liquidation and Dissolution*', the Authors discuss completion of liquidation and dissolution highlighting the importance of time-bound nature of the liquidation process. They note that liquidator must complete the liquidation process within one year from the liquidation commencement date as stated in Regulation 44(1) of the Liquidation Process Regulations. In cases where an application for avoidance of transaction is pending before the NCLT, the liquidation process must still be completed within the stipulated period of one year. This demonstrated the Authors' in-depth understanding of the Regulations and their practical implication for insolvency professionals.

In Chapter 31, '*Fast Track Corporate Insolvency Resolution Process*', the Authors discuss the recent amendment pertaining to the time period for completion of Fast Track Corporate Insolvency Resolution Process. They provide an insightful analysis of its impact on the resolution process and highlight the need for striking the balance between protecting the interests of creditors and ensuring the viability of the resolution process. As per Chapter 31(2) of the Commentary, the time period for the completion of the Fast Track CIRP is said forth in section 56(1) of the IBC. According to this provision, subject to section 56(3), the Fast Track CIRP must be completed within 90 days from the insolvency commencement date. However, section 56(2) allows for an extension for a period of ninety days, if approved by the Committee of Creditors through a vote of at least seventy-five percent of the voting share. Moreover, section 56(3) of the IBC empowers the NCLT to approve an extension of the Fast Track CIRP by up to forty-five days, upon the application by Resolution Professional. However, such an extension can only be granted once. The procedure for seeking an extension is outlined in Regulation 39(1) of the Fast Track CIRP Regulations, 2017. According to this Regulation, if the CoC believes that the Fast Track Insolvency process cannot be completed within the ninety days, it may instruct the resolution professional to apply to the NCLT for the extension under section 56 of the IBC. Regulation 39(2) further states that upon receiving instructions from the CoC, the Resolution Professional must apply to the Adjudicating Authority for such an extension. Therefore, the maximum duration for the completion of the Fast Track Corporate Insolvency Resolution Process is 145 days.

This book is more than just a mere Commentary on the Insolvency and Bankruptcy Code! It is the testament to the Authors' passion for the subject, their diligence and their unwavering commitment into enhancing the understanding the insolvency laws in India. It is a treasure trove of knowledge and I firmly believe that it will play a pivotal role in shaping the future of insolvency laws in our country.

Introduced in 2021, through an amendment into the IBC, the pre-pack CIRP is an unique insolvency resolution process specifically tailored for micro, small and medium enterprises. This process is incorporated under the Chapter III – A of the IBC, reflecting the growing recognition of the distinct challenges faced by MSMEs during the insolvency proceedings. The rationale of introduction of pre-pack can be traced back to the Report of the Insolvency Law Committee on Pre-packaged Insolvency Resolution Process, 2021. The Report acknowledges the vital role which the MSME play in the economy and the unique difficulties they face in surviving the financial crisis. The pre-pack was conceived as a targeted response to conceive

these challenges, offering a mechanism tailored to the need of MSMEs. In the words of the Authors in Chapter 37, titled, '*Pre-pack Insolvency Resolution Process under the IBC'* I quote: "*The raison d'etre for providing such a process, exclusively for MSMEs facing insolvency can be traced back to the Report of the Insolvency Law Committee on Pre-packaged Insolvency Resolution Process, which observed as follows: "... access to an effective insolvency law is crucial for MSMEs to survive financial crises."*"

By focussing on pre-CIRP, the Authors demonstrate their commitment to offering a well-round understanding of the IBC, addressing both the general and specific measures designed to cater to the unique need of different sectors. The in-depth analysis of the pre-pack, in their Commentary highlights the significance of this process for MSMEs and offers valuable guidance to legal professionals and insolvency professionals working with these enterprises.

Additionally, the Authors offer valuable insights to the NCLT's discretion in extending the time limit for completing the liquidation process, as there is no outer time limit for completion of the liquidation process, unlike the 330-day limit for CIRP. They highlight that NCLT would determine on a case-to-case basis, the necessity for such an extension and the conduct of the liquidation during the liquidation process, as to whether the liquidator has performed their functions in a different and sincere manner, keeping in mind the method and model timeline for the liquidation process set out in regulation 47 of the Liquidation Process Regulations. The Authors also draw attention to the challenge faced in liquidation in completing the liquidation process due to the pendency of application for avoidance transaction, fraudulent trading. Regulation 44A of the Liquidation Process Regulations provides a mechanism for the assignment of avoidance application which the liquidator can utilise to expediate the liquidation process.

The depth and detail of this work, as demonstrated by insightful excerpts mentioned above truly set it apart in the field of insolvency law. The Authors' mastery of this subject-matter is evident throughout the Book. Their ability to articulate complex legal concepts with clarity and precision is truly commendable.

In conclusion, this Book, '***Corporate Insolvency Resolution Process and Liquidation under the Insolvency and Bankruptcy Code, 2016***', is a master-piece which offers a comprehensive, insightful and practical analysis of the IBC. It is an indispensable resource for insolvency professionals and legal practitioners. I whole-heartedly recommend this Book to anyone seeking expertise in the vital areas of this law. With this I would like to express my heartiest congratulations to Justice Rao and Mr. Ravi for their outstanding accomplishment in creating this exceptional Commentary. I am confident that their work would inspire and empower countless professionals in the field of Insolvency and Bankruptcy Law. I am honoured to have been invited to introduce to you this remarkable Book and I wish you all an engaging discussion as we delve into the publication.

Transcript of Justice R.F. Nariman's Address

My dear Nagesh, Mr. Ravi, dignitaries on and off the dais, my sisters and brothers – both from the Bench and from the Bar, the Ld. Attorney-General, Mr. Venkatramani, ladies and gentlemen.

It is an extremely difficult thing for a Judge to construe a statute on a tabular *raza*, so to speak. It was my great fortune that the Insolvency [and Bankruptcy] Code was, in fact, a Code which had not yet been touched, before it came to my hand.

You have just been told that about how '*n'* number of regimes before the Code, had tried and failed. They were all really in the backdrop, as the first speaker [today] said, of the horrible creditor who was the individual money lender who charged compound interest and the poor individual debtor was squeezed out of heart and home, which is so beautifully exemplified in *Merchant of Venice.*

Incidentally, in the *Merchant of Venice*, Shylock was the creditor and he got a very raw deal. He was sick of being called a jewish and the guarantor Antonio, who had guaranteed Bazanio's loan, kept on referring to him and his community in very derogatory terms. So, he decided that he will now enforce the guarantee in a more peculiar way and that he will not ask for compound interest, as he usually did, but he will ask for a pound of flesh instead. The pound of flesh was recorded in the Bond, and according to the Laws of Venice, this was something could have been validly done. Ultimately, of course, when Antonio defaults and Shylock wishes to enforce his bond, Bassanio's wife Portia dresses up as a young Attorney called, Balthazar, and comes before the Duke. The Duke says, Yes, Learned Attorney, please tell us what the laws of Venice has to say on this. Balthazar then tells the Court that Yes, the pound of flesh has to be taken from Bassanio closest to his heart and the Laws of Venice will allow it. Now, just as Shylock is getting ready to take out the pound of flesh and as already said, Oh Daniel, come to judgment, '*What a great judge this is.'* Finally, she says, *Ohh but, carry a minute. You cannot however, shed a single drop of Christian blood*. [To which] Shylock says, *then how do I cut through?* She then said that it was not part of the Bond.

Finally, Shylock was made to go home, not only without interest, [but, also] without principal, because neither principal nor interest was mentioned in the Bond. But he was made to go home with all his properties forfeited…. Because, another law of Venice said that "aliens", and jews those days were considered as aliens, could not possibly attempt the murder of a Venetian, and this was an attempted murder. Therefore, half of the Shylock's property had got forfeited to the Duke, and the [other] half got forfeited to Anotnio.

The Duke immediately said I will remit my half, and Antonio says I will also do likewise, provided, there are two things what he [Shylock] had to do. *One,* become a Christian. He had to give up the Jewish money-lender act, and the *second,* his daughter was betrothal to Lorenzo, who was also Christian, and all the money, therefore, that ultimately came to him would have to then be given, after he used it, to his daughter and his prospective son-in-law. And, finally with the words, "*I am content*", poor Shylock retires.

Pre-IBC era and the introduction of the IBC

Now, the backdrop of *Merchant of Venice*, was what framed our law. It is, after this kind of situation i.e. Industrial Revolution, that the roles really got reversed. What happened after

Industrial Revolution, was that, you no longer had an individual money-lenders, you started having corporate money-lenders – Banks, financial institutions. And, you started having corporate debtors. And, as a matter of fact, the Book [pointing out the Book which he just released] was on the other foot, because it was now the corporate debtor who would default on his loan for no valid reason, except that he could have used the money elsewhere. With this backdrop, we had the Sick Industrial Companies Act, [1985], which was spoken of [by an earlier speaker. That Act focussed only on the corporate debtor and how to get it back on its feet. It was a laudatory measure in its times. But it failed because of two reasons: *One,* because of the time consumed in the process, and *second,* because of a moratorium provision that was extremely harsh, section 22, which ultimately interdicted anything under any recovery process whether by way of suit, proceeding, execution, etc., to recover what was owing. The net result was that the Companies which owed these huge amounts continued to merrily carry on the business for years without paying back the amounts [borrowed] and the secured creditor really fell completely on his knees to beg now, for infusing the money into the economy.

Now, after this Act [Sick Industrial Companies Act] failed, the focus now shifted to the creditors and the Recovery of Debts Act, 1993, then tried to speed up the process by having a Debt Recovery Tribunals, instead of BIFR. These were supposed to speed up the process, but didn't really.

Then, you had the Securitisation [and Reconstruction of Financial Assets and Enforcement of Security Interest] Act which gave the creditor the right to move on without entering the judicial process, which the creditor did. But even that was ultimately lop-sided because the law took the view either of the debtor or of the creditor and not all the stakeholders were involved, because when you have the corporate form, you have so many stakeholders – shareholders, workers, operational creditors, etc.

With this scenario, finally, the Insolvency [and] Bankruptcy Code was enacted. And, as I said, it came to me absolutely brand new.

Important Judgments in IBC

In one of the first few judgments, I remember, in the *Innoventive Industries [v. ICICI Bank]* case, one had to go through the Code, understand what its *raison d'etre* was. Trying to understand its *raison d'etre* meant ploughing through many, many, Committee Reports, UN Resolutions, etc. But ultimately one was able to realise that this Code has very different in mind. It had not only the creditor, it also had the corporate debtor in mind, but in a different way: to try and bring it back to its feet by changing the erstwhile management, which happened immediately. So, the first important change was that management went away from those who brought the company to a grinding halt. This management had to be carried on, obviously, by a professional, until the Committee of Creditors, properly so set up, was able to choose a resolution applicant – the resolution applicant being an entrepreneur who was willing to submit a resolution plan to put the company back on its feet, as a result of which you had the creditors, workers, shareholders and the debtor – all benefitting.

It was found that any one financial creditor could trigger the Code and that was important as this pointed out that it was a proceeding very different in nature. So long as that financial creditor was owed One Lakh or more and there was a default, and the default may be disputed, it is enough to trigger the Code and set this [Corporate Insolvency Resolution] Process rolling.

I remember the next judgment which came to me was the judgment in *Mobilox* [*Innovations v. Kirusa Software*], which judgment then dealt with the operational creditor, properly so to speak. The Code divides two types of creditors not into secured and unsecured, which is known to law, but into those who are financial, that is those who give loans, and operational, that is those who sell goods or services. So far as operational debtors are concerned it is completely a different scheme. There may be a default, but a moment there is a notice – which either remains unanswered or which is not answered satisfactorily in ten days showing that there is a pre-existing dispute, again the Code gets triggered.

Literal Interpretation + Purposive Interpretation = 'Fair Interpretation'

Used Fair Interpretation when unravelling knots of IBC: Justice Nariman

When it came to *Macquarie Bank's* [*Macquarie Bank Limited vs Shilpi Cable Technologies*] case, I realised that this was a special piece of legislation which had to now be construed purposefully. You will remember, the famous <not audible> which said, '*I am the parliamentary draftsmen, I compose the country's laws. Of half the litigation in the nation, I am undoubtedly the cause*.' This probably happened also because the words were not construed in their context. You had a very, very, old judgment in *Hayden's* case 1584, where Lord Pope said that, you must first see what was the law before the parliamentary statute. Then he said after that go into, '*why was this law necessary*', what was the mischief that was sought to be suppressed and then see what was the law enacted and see what was the reason for it. Now, all this is very good but what happens to the literal language – the literal language of the statute must also be given weight. So, in *Crawford v. Spooner*, in 1846, you had what was called the 'golden rule of interpretation', by which now, the pendulum swung the other side. The golden rule was whatever the literal meaning of the words, they alone have to be given effect to, short of some absurdity arises. This was again picked by the House of Lords in 1857 in *Grey v. Pearson.*

Now, while the pendulum shifted between looking at the object alone and then looking only at the literal terms of the statute, finally, there was a doctrine that looked at both and that was called the creative interpretation – which I think is the correct doctrine which everybody looks at today. The doctrine of creative interpretation says that, of course, you look at the object first, then fortified by the object you will certainly look at the text, but in its context which is most important. So, you have object, text and context – all of which leads now to, what is called, fair interpretation. It was really this [fair interpretation] that I had in mind in order to unravel a lot of knots that came with this Code.

As a matter of fact, in the very next judgment, *SBI v. Ramakrishnan*, we utilised this concept of fair interpretation and saw the contrast between section 14 of the Code, which is the limited moratorium provision, and section 22 of the Sick [Industrial Companies] Act, and said that guarantors are not persons who are covered by the moratorium under the Code, even though they were covered in the Sick Act.

Shortly thereafter, in *ArcelorMittal,* there was another new provision added. This is because as the Code was worked loopholes had to be plugged. One major loophole was the erstwhile management coming back into control through persons who were related to them or acted in concert with them, in some way. So, we had a new section 29A which had to be construed and then when that was construed and one loophole that was sought to be plugged.

The other loophole was that the time was getting extended by persons approaching the High Courts under Article 226 [of the Constitution of India]. You heard Justice Bhushan [previous speaker] the time limits within which all this had to be done. So, we had to caution the High Courts, telling them, that while the process was on, '*please, stay your hands, and allow the process to complete itself, after which challenges may take place.'*

Then, in another matter, I remember – *B.K. Educational* [*v. Parag Gupta Associates*], we had to deal with another new provision, section 238A which now said that the Limitation Act applied [to the Code]. So, the question that immediately came to the forefront was: From what date did it [the Limitation Act] apply? Did it apply from the date on which the cause was, or did it apply from the date on which the Act [Code] came into force, or did it apply from the date on which the amendment came into force. Ultimately, by applying [the doctrine] of fair interpretation, we came to the conclusion that it would apply only from the date on which the original Insolvency Act [Code] came into force. Obviously, a dead man cannot be resurrected, because, otherwise, you had claims of 1993, etc. which are now sought to be enforced, which was not enforced back then.

In an important judgment, in *Swiss Ribbons* [*v. Union of India*], we had to deal with the constitutional validity of yet another amendment Act, and there had to basically lay down that this is a proceedings *sui generis,* - it is a proceeding *in rem*, as opposed to proceedings *in personam* for recovery of debts. There again, we had to grapple with various provisions and ultimately, we were able to uphold the amendment, stating that experimentation is something which is inherent – in life and in law and that is where that famous sentence occurs, where we said, that the debtor's paradise, now, is lost and the economy's rightful peace has been regained – the opposite of the *Shylock-ian* situation.

It went on this kind of way and interesting cases kept coming. Another very interesting case, I remember is the *Essar Steel*'s case, where we had to actually say that the decision to accept a resolution plan is essentially a business decision and it is best taken by the stakeholder who is most affected, namely, the financial creditor. So, the Code started with the figure of seventy-five percent – saying that if the seventy-five percent of the Committee of Creditors said that resolution plan A should be accepted; only then it should be accepted and then made binding on everybody. They [Legislature] found that threshold too high, so they reduced it to sixty-six percent. We also had to deal with the role of the Resolution Professional, because the Resolution Professional is an important intermediary, which sets the ball rolling and continues with the Company as a going concern until finally the new management takes over. So, one of the questions which arose was – was the Resolution Professional's role adjudicatory? I remember, we had to say, no it wasn't and that the idea was essentially that he had to dress the entire thing up – see that, all the requirements, procedural, and otherwise were met and then put the resolution plan to the Committee of Creditors, whose real decision on merits was final. We also had to deal with judicial review [of the CoC's decision], because too open-ended a judicial review would mean that the NCLT and the NCLAT interfering with what the financial creditors thought would be good for the Company. So, we had to restrict the judicial review to bare minimum and say that, look, please see that only the provisions of the Act [Code] *qua* the resolution plan are followed, otherwise the merits of the plan are not something that you should go into. All these interesting aspects had to be gone into in detail.

I remember one other judgement in *P. Mohanraj* which again dealt with another very interesting question which is that, whether under section 14 – the limited moratorium provision, could it be said that a section 138 Negotiable Instruments Act proceedings could be covered? Now, on the face of it, a [section] 138 proceeding is a criminal proceeding. Obviously, when you are talking about 'suits or proceedings' in a section, you are talking about suits or proceedings which culminate in money decrees, and criminal proceedings don't culminate into money decrees. So, we had to go into the true nature of these proceedings and say that it was quasi-criminal, and being quasi-criminal. Being quasi-criminal, it would really be covered. In essence, the idea of [section] 14 of the Code was that while the Resolution Process was going on, no monies should be recovered and here, the obvious intent of the legislature was that this should be an easy method of getting back your money [than] in a cheque-bouncing case, because the fine there was always used as a compensation and could go upto twice the amount of the cheque. These and other interesting questions kept cropping-up and we had to keep dealing with them and the Code kept being amended and continues to be amended, as I understand, in the practical working, of course you have difficulties which had to be ironed out.

You have seen that the Book ['***Corporate Insolvency Resolution Process and Liquidation under the Insolvency and Bankruptcy Code, 2016***' by Justice L. Nageswara Rao and Avinash Krishnan Ravi] is a heavy Book. I almost dropped it, if you remember.

'Heavy Case'

I remember years and years ago, Justice Madon, who used to enjoy himself thoroughly on the Bench was asked by some young junior for an adjournment, in what he said was a 'heavy case'. The case happened to be an admiralty case and so the judge shot back, and asked the junior, '*what is the weight of the vessel?*'. The junior was completely flummoxed, at which the judge said that, '*you said it was a very heavy case*, *right? The vessel should be heavy, isn't it?*

Appreciation for the Book

This Book [pointing out to the '***Corporate Insolvency Resolution Process and Liquidation under the Insolvency and Bankruptcy Code, 2016***'] deals with 'very, very' heavy matters, and deals with them lightly and well. I went through it, and found that by and large it was lucid. It also tackles problems which may possibly arise and which has not yet arisen. Therefore, I heartily recommend it to not only the practising Bar, but to the Members of the NCLT and the NCLAT, because it is important that we have uniform and quick decisions.

Conclusion

Quick-decision making is very, very, important for this Process [Corporate Insolvency Resolution Process under the Insolvency and Bankruptcy Code, 2016] because if this Process goes on and on, then you will come back to the bad old days in which you will have to find some other mechanism with which to resolve these disputes. In fact, in a very witty and beautiful introduction by Justice V. Ramasubramanian ends by saying that, if we don't watch out, the Insolvency [and Bankruptcy] Code will itself require a Resolution Plan. Hoping that, that day will never come, I heartily recommend the Book.

Thank You all very much!