

IBC Case Laws

Supreme Court of India

National Spot Exchange Ltd. Vs. Mr. Anil Kohli, RP for Dunar Foods Ltd. Civil Appeal No 6187 Of 2019, Date of Judgment: September 14, 2021

What cannot be done directly considering the statutory provisions cannot be permitted to be done indirectly, while exercising the powers under Article 142 of the Constitution of India.

Background of Case

This appeal was filed by Appellant (National Spot Exchange Limited) under Article 142 of the Constitution of India against the judgement of NCLAT. It is pertinent to note that the Appellant had earlier filed a money suit against one PD Agro Processors Pvt. Ltd. (PD Agro) and later through investigation it was revealed that PD Agro had siphoned off funds to the Corporate Debtor 'CD' (Dunar Foods Limited) and the High Court of Bombay had passed a decree against PD Agro. When NCLT commenced the CIRP against the CD under the provisions of the IBC, the IRP invited the claims from the creditors of the CD and the Appellant herein submitted its claim citing the decree of the High Court. IRP rejected the claim of the Appellant on the ground that there is no privity of contract between the Appellant and the CD. The decision of IRP was challenged by the appellant before NCLT which rejected the said application and upheld the decision of the IRP. Subsequently, being aggrieved and dissatisfied with the order passed by the NCLT, the appellant preferred an appeal before the NCLAT. However, there was a delay of 44 days in filing of the mentioned appeal and the learned Appellate Tribunal dismissed the same on the ground that it has no jurisdiction to condone the delay beyond 15 days and thereby the appeal was barred by limitation. The appellant challenged the order of NCLAT in the present appeal by stating that it had failed to uplift the corporate veil as PD Agro is the sister concern of CD and had committed "fraud and collusion" by syphoning off funds.

Supreme Court's Observations

The Supreme Court stated that the Appellant had preferred an appeal before the NCLAT under S. 61(2) of IBC which



requires an appeal to be preferred within prescribed limitation period of 30 days. The Appellate Tribunal may allow an appeal to be filed after the expiry of the said period of 30 days if it is satisfied that there was sufficient cause for not filing the appeal, but such period shall not exceed 15 days. Therefore, the Appellate Tribunal has no jurisdiction at all to condone the delay exceeding 15 days from the period of 30 days, as contemplated under Section 61(2) of the IBC. The Appellant in the present appeal preferred the appeal after 44 days of delay and hence the appeal was dismissed by NCLAT as it was barred by limitation. The Apex court further cited the case of *Popat Bahiru Goverdhane Vs. Special Land Acquisition Officer* and held that, "it is a settled legal position that the law of limitation may harshly affect a particular party, but it has to be applied with all its rigour when the Statute so prescribes". The Court observed that it has no power to extend the period of limitation on equitable grounds and that the statutory provision may cause hardship or inconvenience to a particular party, but the Court has no choice but to enforce it by giving full effect to the same. It further observed that what cannot be done directly under S. 61(2) of IBC i.e., condonation of delay not exceeding 15 days from the completion of 30 days, cannot be permitted to be done indirectly, while exercising the powers under Article 142 of the Constitution of India.

Order

The Apex Court dismissed the appeal stating that no

interference was called for in the matter. The order passed by NCLAT was in confirmation with the law as the appeal was barred by limitation and the Appellate Authority has no jurisdiction to condone delay extending 15 days. The present appeal failed and was accordingly dismissed.

Case Review: *Appeal Dismissed.*

Kay Bouvet Engineering Limited Vs. Overseas Infrastructure Alliance (India) Private Limited Civil Appeal No 1137 Of 2019, Date of Judgment: August 10, 2021

An application to initiate a Corporate Insolvency Resolution Process has to be rejected if a dispute truly exists in fact, and is not spurious, hypothetical or illusory.

Background of Case

This appeal was filed by Kay Bouvet Engineering Ltd. (Kay Bouvet) under Section 62 of the IBC, 2016, against the order of the NCLAT, which had set aside the NCLT order rejecting the application filed by Overseas Infrastructure Alliance (India) Private Limited (Overseas) seeking initiation of CIRP against the appellants. This CIRP application was filed by Kay Bouvet Engineering Ltd. in its capacity as Operational Creditor (OC). The facts of the case are that Overseas were awarded an engineering construction contract by Mashkour Sugar Mills, Sudan which funded by Government of India's Dollar credit through Exim Bank. Subsequently, Kay Bouvet was appointed as the sub-contractor through a tripartite agreement. On the advice of Mashkour, overseas paid an amount of Rs.47.12 crore to Kay Bouvet. There were certain disputes with regard to exchange rate, on account of which, Kay Bouvet informed Mashkour that it ought to have been paid more in Indian Rupees. In the meantime, there was certain exchange of communications between the Ministry of External Affairs, Government of India (GOI) and the Sudan Government. In pursuance to such exchange of communications, on 17th April 2017, the Ambassador of Sudan to India addressed to the GOI and advised to terminate the contract of Mashkour with

Overseas and in turn to appoint Kay Bouvet as a Contractor. On 15th June 2017, Mashkour terminated the contract with Overseas for failure on its part to perform the duties. A Demand Notice under Section 8 of the IBC was served upon Kay Bouvet by Overseas alleging default under the Tripartite Agreement.

Supreme Court's Observations

It has been held that however, at this stage, the Court is not required to be satisfied as to whether the defense is likely to succeed or not. It has been held that so long as a dispute truly exists in fact and is not spurious, hypothetical or illusory, the Adjudicating Authority has no other option but to reject the application. The Court also referred the Mobilox Innovations Private 18 Limited (supra), wherein the Supreme Court has considered the terms “existence”, “genuine dispute” and “genuine claim”. The material placed on record amply clarifies that the initial payment which was made to Kay Bouvet as a Subcontractor by Overseas who was a Contractor, was made on behalf of Mashkour and from the funds received by Overseas from Mashkour. It was also clear that when a new contract was entered into between Mashkour and Kay Bouvet directly, Mashkour had directed the said amount of Rs.47 crore to be adjusted against the supplies to be made to Mashkour Sugar Company Ltd. for the purpose of completing the Project. On the contrary, the documents clarify that the termination of the contract with Overseas would not absolve Overseas of any liability for the balance of the LoC 1st tranche of 25 million disbursed to them other than USD 10.62 paid to Kay Bouvet.

Order

The Apex Court upheld the decision of the NCLT stating that it had rightly rejected the application of the respondent seeking initiation of CIRP against the appellant. Hence the NCLAT had patently misinterpreted the factual and legal position and had erred in reversing the order of NCLT by allowing admission of proceedings under section 9.

Case Review: *Appeal Dismissed*

Pratap Technocrats (P) Ltd. & Ors. Vs. Monitoring Committee of Reliance Infratel Limited & Anr. Civil Appeal No 676 Of 2021, Date of Judgment: August 10, 2021

The jurisdiction of the adjudicating authority and the appellate authority cannot extend into entering upon merits of a business decision made by a requisite majority of the COC in its commercial wisdom.

Background of Case

This appeal was filed by Appellant (Pratap Technocrats (P) Ltd.) under Section 62 of the IBC, 2016, against judgment of the NCLAT. The appellants are operational creditors “OC” of the Reliance Infratel Limited-Corporate debtor “CD”. NCLT-Mumbai Bench had approved the resolution plan formulated during the CIRP of the Corporate Debtor and the same was upheld by NCLAT. The facts of the case are that during the Corporate Insolvency Resolution Process “CIRP”, Reliance Digital Platform and Project Services Limited “Resolution Applicant” had successfully submitted a Resolution Plan which was duly approved by the CoC of the CD and subsequently approved by the NCLT. The Appellants challenged the decision of NCLT in the Appellate Tribunal stating that the Appellants were kept unaware of the CIRP and no details were provided regarding the disposal of the fund towards their claims, their claims had not received a fair and equitable treatment, the fair market value and the liquidation value of the CD had not been taken into account and value of certain preference shares, did not form a part of the corpus of payments to the OC, material irregularities in the accumulation and disbursement of funds that constituted the corpus of the CD; and the appellants were made to suffer a reduction of total & Substantial claims. NCLAT rejected the appeal of the Appellants stating that it did not find any substance in the Appeal.

Supreme Court's Observations

The Court stated that the submissions made by the Appellant failed to substantially prove by any concrete material before the Court that there has been a failure to maximise the value of the assets, apart from the reference to the preference shares. Whether the interest of all

stakeholders, including the OCs, has been adequately balanced has to be determined within the four corners of the statutory provisions of the IBC. Further, the jurisdiction of the AA is circumscribed by the terms of the provisions conferring the jurisdiction. In the present case, the approved resolution plan has provided for the payments to OCs, the percentage of recovery being 19.62 per cent. On the other hand, the payment to financial creditors is 10.32 per cent. It further reviewed various previous judgements and stated that the previous decisions have laid down that the jurisdiction of the AA and the Appellate Authority cannot extend into entering upon merits of a business decision made by a requisite majority of the CoC in its commercial wisdom. Nor is there a residual equity-based jurisdiction in the AA or the Appellate Authority to interfere in this decision, so long as it is otherwise in conformity with the provisions of the IBC and the Regulations under the enactment.

Order

The Apex Court dismissed the appeal stating that it found no merit in the appeal. The apex court stated that the resolution plan was duly approved by a requisite majority of the CoC. Hence, once the requirements of the statute have been duly fulfilled, the decisions of the AA and the Appellate Authority are in conformity with law.

Case Review: Appeal Dismissed

M/S Orator Marketing Pvt. Ltd Vs. M/S Samtex Desinz Pvt. Ltd. Civil Appeal No. 2231 Of 2021, Date of Judgment: July 26, 2021.

The definition of 'financial debt' under IBC, 2016 does not expressly exclude an interest free loan. Financial debt would have to be construed to include interest free loans advanced to finance the business operations of a corporate body.

Background of Case

This Appeal was filed by the Appellant (Orator Marketing Pvt. Ltd.) under Section 62 of the IBC, 2016 against the order of the Hon'ble NCLAT, New Delhi. The Appellate Tribunal had dismissed the appeal of the Appellant and confirmed the order of the Adjudicating Authority 'AA',

NCLT, New Delhi, dismissing the petition filed by the Appellant under Section 7 of the IBC stating that the Appellant was not a Financial Creditor of the Respondent (Samtex Desinz Pvt. Ltd.) The question stated in this Appeal was, whether a person who gives a term loan to a Corporate Person, free of interest, on account of its working capital requirements is not a Financial Creditor, and therefore, incompetent to initiate the Corporate Resolution Process under Section 7 of the IBC. According to the Appellant, a term loan of Rs.1.60 crores was advanced to the Corporate Debtor 'CD' for a period of two years, to enable the CD to meet its working capital requirement. The loan was due to be repaid by the CD in full and the CD made some payments but Rs.1.56 crores were still outstanding. Subsequently the Appellant filed a Petition under Section 7 of the IBC in the NCLT for initiation of the Corporate Resolution Process. However, the same was rejected by AA. The AA stated that the claim does not constitute as financial debt and Appellant does not come within the meaning of FC. Being aggrieved by the above the Appellant filed an appeal under Section 61 of the IBC, 2016 which was dismissed by the Hon'ble NCLAT. The NCLAT affirmed the judgement and order of AA.

Supreme Court's Observations:

The Apex Court stated that both the NCLAT and NCLT have misconstrued the definition of 'financial debt' in Section 5(8) of the IBC, 2016 by reading the same in isolation and out of context. It stated that definition of 'financial debt' cannot be read in isolation, without considering some other relevant definitions. The Apex Court stated that both NCLT and NCLAT have overlooked the words "if any" in the definition which could not have been intended to be otiose. They failed to notice 16 clause (f) of Section 5(8), in terms whereof 'financial debt' includes any amount raised under any other transaction, having the commercial effect of borrowing. Furthermore, sub-clauses (a) to (i) of Sub-section 8 of Section 5 of the IBC are apparently illustrative and not exhaustive. The Apex Court further stated that the trigger for initiation of the CIRP by a FC under Section 7 of the IBC is the occurrence of a default by the CD and default means non-payment of debt in whole or part when the debt has become due and payable and debt means a liability or

obligation in respect of a claim which is due from any person and includes financial debt and operational debt. The definition of 'debt' is also expansive and the same includes financial debt. Further, the definition of 'Financial Debt' does not expressly exclude an interest free loan. Financial Debt would have to be construed to include interest free loans advanced to finance the business operations of a corporate body.

Order:

The Apex Court allowed the appeal, and the judgment and impugned order were set aside. The order of the AA, dismissing the petition of the Appellant under Section 7 of the IBC was also set aside. The petition under Section 7 was directed to be revived and to be decided afresh, in accordance with law and findings of the Supreme Court.

Case Review: Appeal is partially allowed.

High Court

SKS Power Generation (Chhattisgarh) Ltd Vs. Canara Bank, Commercial Summary Suit No. 234 of 2020, Date of Judgment: August 11, 2021 (Bombay High Court)

In order to invoke court's jurisdiction in "Unconditional Bank Guarantee", it must be shown decisively to the satisfaction of the Court that there is no possibility of restitution in this amount.

Background of Case

This Commercial Summary Suit was filed by SKS Power Ltd. (SKS) against Canara Bank after it refused to pay the amount guaranteed vide unconditional bank guarantees for amount of Rs.121.65 lakhs. These bank guarantees were issued to SKS Power Ltd. in 2012 on request of Cethar Constructions (Cethar) as part of their agreement to build a power plant in Chhattisgarh. This was in the form of five bank guarantees, all of which were unconditional and payable on demand. In 2017, Cethar was admitted for CIRP resulting in an immediate moratorium. SKS Power invoked their bank guarantees and demanded Canara Bank to remit the whole amount. Canara Bank declined the payment, claiming that recovering the amount would be difficult because Cethar was in liquidation. As a result,

it is a cause of irretrievable prejudice. At this time, Nagarajan (Cethar's Resolution Professional and Liquidator) filed an interim motion for impleadment (right to sue), alleging that Cethar is, if not a necessary party, at least a proper party. Nagarajan claims that there was "fraud and collusion" between Cethar and SKS Ipat, the erstwhile parent company of SKS. The major questions before the court were whether principal debtor (Cethar Ltd.) can file 'impleadment' application and whether courts should get involved when it comes to enforcing unconditional bank guarantees?

High Court's Observations

Bombay High Court relied on the Supreme Court's ruling in the matter *Hindustan Steelworks Construction Ltd Vs. Tarapore & Co & Anr* (1996) that in the matter of unconditional bank guarantee court should interfere only "in case of fraud or in a case where irretrievable injustice would be done if bank guarantee is allowed to be encashed". The court concluded that there was no fraud in none of the three matters i.e., (i) the underlying power plant construction contract; or (ii) the issuance of the bank guarantees; or (iii) the invocation. Referring to the case of *UP State Sugar Corporation Vs. Sumac International Ltd* as precedent, the court stated that "in commercial dealings, an unconditional bank guarantee will be realized irrespective of any pending disputes. The bank must honour it according to its terms; else its purpose is lost". The Court also cited the Supreme Court judgement in the matter of *Dwarikesh Sugar Industries Ltd v Prem Heavy Engineering Works (P) Ltd & Anr* (1997), to derive the point that "irretrievable injury, has to be such a circumstance which would make it impossible for the guarantor to reimburse himself, if he ultimately succeeds". Additionally, the court dismissed the interim motion on the grounds that a bank guarantee is an independent contract, and the primary debtor (Cethar) is never a required party while executing it. While denying relief to the Canara Bank, the Court said they are nonetheless entirely without substance.

Order

The summons for judgement was made absolute, and the suit was decreed in plaintiff's favour. No costs.

Case Review: *Appeal Dismissed.*

Maitreya Doshi Vs. Anand Rathi Global Finance Ltd. and Kanak Jani, RP, Company Appeal (At Insolvency) No. 191 of 2021, Date of NCLAT Judgment: August 25, 2021.

**National Company Law Appellate Tribunal (NCLAT)
A Corporate Debtor cannot be permitted to back out from the documents and promises made as Co-borrower on account of being a Pledgor.**

Background of Case

Maitreya Doshi, the Appellant, erstwhile Director of M/s Doshi Holdings Pvt. Ltd. (Corporate Debtor) challenged the NCLT, Mumbai order for initiation of CIRP on the ground that it was not a debtor of the loan because it had only pledged shares. In this case, Anand Rathi Global Finance Ltd. (Respondent -1), an NBFC, disbursed loan to the tune of Rs.6 Crore to M/s Premier Ltd. under three separate Loan cum Pledge Agreements. The terms of the said loans were extended by way of various addendums. According to Appellant, in the amounts disbursed to M/s Premier Ltd., the Doshi Holdings had pledged shares held by it in M/s Premier Ltd in favour of the Respondent No. 1, the Financial Creditor (FC). Citing Loan Pledge Agreements, the Appellant argued that the sole obligation of Doshi Holdings was limited to only pledging shares held by it in M/s Premier Ltd. and that Doshi Holdings was not liable and/or obliged towards Respondent No.1 for the amounts disbursed to M/s Premier Ltd. The Appellant also claimed that the Doshi Holdings was not a beneficiary from the loan disbursed to M/s Premier Ltd. and is not liable to pay the amounts. When default occurred, it is claimed that the Appellant sought payment of the amount defaulted from M/s Premier Ltd. and not from the Doshi Holdings.

NCLAT's Observations

The Court while referring to a catena of landmark judgements of *Phoenix ARC Pvt. Ltd. Vs. Ketulbhai Ramubhai Patel*, and *Anuj Jain Vs. Axis Bank Ltd.* etc. stated that the obligation of Doshi Holdings was limited to that of a pledgor of shares. "If there had been 'only a security interest' like pledging of shares, it would have

been different,” said the NCLAT. However, the scrutiny of loan agreement and other records reveal that Doshi Holdings and M/s Premier Ltd. were co-borrowers of the loan. The Loan cum Pledge Agreements were found to have various clauses binding Premier Ltd. and Doshi Holdings to repay the loan and the Appellant signed this Agreement on behalf of Premier Ltd. as well as separately for Doshi Holdings as Authorized Signatory. (p.13) The Court expressed surprise that the Appellant was denying liability on account of Doshi Holdings after signing joint documents in favour of Respondent No.1 as Authorised Signatory for both the Companies. Besides entering into Agreement with the Financial Creditors as Co-borrower, Doshi Holdings also received loan as Co-borrower.

Order

NCLAT held that Doshi Holdings is Co-borrower of the loan. Therefore, it is Corporate Debtor under the IBC. The Court decline to interfere in the order of NCLT.

Case Review: *Appeal Dismissed.*

M/S Mohan Gems & Jewels Private Limited Vs. Vijay Verma and Insolvency and Bankruptcy Board of India (IBBI), Company Appeal (Insolvency) No. 849 of 2020, Date of NCLAT Judgment: August 24, 2021.

Legality and Propriety of any Regulation/ Notification/ Rules/ Act cannot be looked into by NCLT or NCLAT

Background of Case

This appeal was filed by the Corporate Debtor (CD) M/S Mohan Gems & Jewels Private Ltd. (Appellant) through its Liquidator seeking closure of the Liquidation Process as per Regulation 45(3)(a) of IBBI Liquidation Process Regulations, 2016, as the 'Corporate Debtor' was being sold as a Going Concern (GC) through an e-auction in which Mr. Vijay Verma (Respondent No. 1) was the highest bidder at a bid price of Rs. 4.52 crore. The Adjudicating Authority (AA) had in the impugned order rejected the request for closure of liquidation process and stated that it could not found any merit in the IBBI's CIRP Regulations and Liquidation Process Regulations which are set up as foundation to say that by virtue of liquidation

Regulation 45 (3), dissolution shall be dispensed with for closure of liquidation.

Three legal questions had emerged in the impugned order of the AA:

- Whether the Liquidator sell the CD as a GC in pursuant to Regulation 32 of IBBI (Liquidation Process) Regulation 2016.
- Whether the AA was correct in concluding that Regulations 39C of CIRP Regulations and 32A, 45(3) of the Liquidation Process Regulations are inconsistent with Section 54 of the Code.

Whether the interpretation by the AA of the provisions of the IBC and 'Liquidation Process Regulations' in the Order impugned is contrary to the scope and spirit of the IBC.

NCLAT's Observations

The Court while referring to a catena of landmark judgements of the Supreme Court like Arcellor Mittal India Pvt. Ltd.(supra), Swiss Ribbons Pvt. Ltd. (supra) and M/s. *Innovative Industries Ltd.' Vs. 'ICICI Bank and Anr.*, observed that that 'Liquidation' should be the last resort only if the Resolution Plan submitted is not up to the mark and even in Liquidation, the Liquidator can sell the business of the 'Corporate Debtor' as a 'going concern'. Asserting that the Regulations referred by the AA were in conformity to the IBC, NCLAT observed that it is a well settled proposition that the legality and propriety of any Regulation/Notification/Rules/Act cannot be looked into by NCLT or NCLAT. The Tribunal can only ascertain whether the procedures provided for under the IBC, 2016 and Companies Act, 2013 are being followed or not. AA cannot go beyond this. NCLAT also mentioned that the NCLT had overstepped its jurisdiction.

Order

NCLAT overruled the decision of the AA and set aside the order of NCLT stating that keeping in view the scope and spirit of the IBC, read with Section 54 of the IBC, Regulation 39C of CIRP Regulations, Regulations 32(e)&(f), 32A and 45(3) of the Liquidation Process Regulations, we are of the view that the sale of the 'CD' was carried out by the Liquidator in accordance with the Regulations.

Case Review: *Appeals Dismissed.*

NTPC Limited, Barh Super Thermal Power Project Vs. Ram Ratan Modi, Liquidator of D C Industrial Plant Services Pvt. Ltd., Company Appeal (At) (Insolvency) No. 309 of 2021, Date of Judgment: July 19, 2021.

It is duty of liquidator to examine the claim as provided by regulations and regulation 25 to come at best estimate of the amount and give the benefit to the Appellant.

Background of Case

This Appeal was filed by Appellant 'NTPC Limited' against impugned order passed by the Adjudicating Authority 'AA' (NCLT-Kolkata Special Bench). In the impugned order, Appeal filed under Section 42 of the IBC, 2016 by Appellant was partially rejected. The Appellant claimed that it had awarded two contracts to the Corporate Debtor 'CD'- 'DC Industrial Plant Services Pvt. Ltd.'. The Appeal states that the Respondent failed to carry out the contracts awarded to it and the Appellant claims that the Appellant was constrained to terminate the contract and to get balance work executed through third party. Accordingly, CD referred the disputes to adjudication. The facts of the case are that Application under Section 7 of the IBC, 2016 was admitted against the CD and the Appellant filed proof of claim as an “other creditor” under Form 'F' and the Resolution Professional 'RP' published list of the Creditors. Subsequently, Liquidation order was passed, and the Appellant filed claim under Form 'G' to the Liquidator. The Liquidator however, sent an e-mail rejecting the claim and the Appellant moved AA. The AA recorded that it was partly allowing the claim to the extent mentioned in the impugned order. Further, CD had filed a counter claim on the Appellant and the Appellant had called for Arbitration which was suspended due to CIRP process. Subsequently the adjudicator in its award rejected the counter claim of the CD. However, with regard to the claim made by the Appellant, the Adjudicator recorded that the “same may further be worked out and exact amount which is assessed at the risk and cost of CD”. Thus, the figure only remained to be worked out. Further, after the Adjudicator gave Award, the matter was referred to the Expert Settlement Council 'ESC' which heard both the parties, but ESC also could not bridge the gap between the parties.

Referring to the same the Liquidator sent an e-mail and observed that since the claim amount of Appellant has been subjected to dispute by the CD and the books of CD does not show the said claim amounts as claimed by the Appellant, the claim was not admissible.

NCLAT's Observations

The Appellate Tribunal stated that as per IBBI (Liquidation Process) Regulations, 2016, the Liquidator was required to process the claims submitted in Form 'G' by the Appellant as claim by “Other Stakeholder”. Regulation 20 provides for processing of claims by other stakeholders and the Appellant was required to prove its claim inter alia based on relevant documents which adequately establish the claim. Under Regulation 23, the Liquidator has power and duty to call for such other evidence or clarification as he deems fit from a claimant for substantiating the whole or part of its claim. Further, Regulation 28 even makes provisions for contingencies where debt is payable at future time and Regulation 29 provides for Mutual Credits and set-off. Further the Appellate Tribunal stated that it was inappropriate on the part of the Liquidator to inform the Appellant in the e-mail that because the CD had disputed the amount and the same did not reflect in the record of the CD, the claim filed by the Appellant was not admissible. It was his duty to examine the claim as provided by Regulations and Regulation 25 to come at best estimate of the amount and give the benefit to the Appellant. The Appellate Tribunal found that the Liquidator had avoided performing the duty as was required to be performed under the IBC, 2016 and the Regulations.

Order

The Appellate Tribunal disposed the appeal directing the Liquidator to take steps as mentioned in judgment and process claim of the Appellant as 'other creditor' and arrive at best estimate of the amount of claim made by the Appellant and give the necessary benefit to the Appellant. The communication sent by the Liquidator were quashed and set aside.

Case Review: Appeal Disposed.