



INDIAN INSTITUTE OF INSOLVENCY PROFESSIONALS OF ICAI

(Company formed by ICAI under Section 8 of the Companies Act 2013)

IBC Case Law Capsule

Number 246

(October 21, 2025)

Lepton Software Export and Research Pvt. Ltd. vs Blu-Smart Mobility Tech Pvt. Ltd.
C. P. (IB)/261 (AHM) 2025
Date of NCLT Judgement: 14 October 2025

Facts of the Case:-

This Petition was filed by the Applicant, Lepton Software Export and Research Pvt. Ltd., (hereinafter referred to as 'Operational Creditor'/OC), against the Respondent, Blu-Smart Mobility Tech Pvt. Ltd. (hereinafter referred to as 'Corporate Debtor'/CD), under Section 9 of the Insolvency and Bankruptcy Code, 2016 (IBC/Code) for initiation of Corporate Insolvency Resolution Process (CIRP) for having defaulted in payment of the outstanding operational debt of ₹ 5,84,43,201.76/- including interest arising from supply of goods/services.

The OC alleged that the CD had approached them for obtaining the 'On-demand Rides and Deliveries Solution', offered under the 'Google Maps Platform Services' (Google – ODRD Services) for which the parties signed a Principal Agreement, and subsequently, a Renewal Agreement. Thereafter, the transaction continued on an ad-hoc basis. Accordingly, invoices were raised by the OC for FY 2024-25, duly shared with the CD, and the same remained either partially or completely unpaid even after numerous reminders. Constrained by the inaction of the CD to clear the outstanding invoices, the OC was forced to suspend the Google (ODRD) Services despite which the outstanding dues were not cleared. Therefore, the OC was compelled to send a Demand Notice under Section 8 of the Code to unconditionally repay the unpaid operational debt. As the amount remained unpaid, the OC filed the present application seeking initiation of CIRP against the CD.

Conversely, the CD alleged that the present application is misconceived, an abuse of process, and a colorable debt recovery attempt highlighting the concerns that, *firstly*, no acceptance/completion certificates were provided for the services rendered and the part payment were made as goodwill under protest. *Secondly*, there was no evidence of consent for services rendered by the OC on ad-hoc basis post-expiry of the Renewal Agreement, reducing the liability to roughly ₹30.34 lakhs, much below the ₹1 crore threshold stipulated under Section 4 of the Code. *Thirdly*, the petition was fraudulent/malicious as per Section 65 of the Code, for it was filed for recovery, not resolution. *Fourthly*, the CD filed an additional affidavit stating that the CD's holding company – comprising of four subsidiaries including the CD – is already undergoing CIRP with discussions for a holistic resolution of the entire Blu-Smart group for consolidated value maximization, and therefore the present application should not be admitted.



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NCLT's Observations:

After duly hearing both the parties, the Tribunal decided to adjudicate the matter on three legal questions—whether the claimed amount qualifies as an operational debt, whether it exceeds the statutory threshold, and the existence of mala fide intent under Section 65 of the Code.

Firstly, regarding the existence of an operational debt, the Tribunal stated that the services rendered by the OC pertain to geospatial and mapping API usage, which squarely fall within the definition of 'good and services' under Section 5(21) of the Code, giving rise to an operational debt. *Secondly*, with respect to the claimed amount meeting the statutory threshold under Section 4 of the Code, the Tribunal observed that even after expiry of the Renewal Agreement, the material on record suggests the continued usage of services by the CD without objection, requests for invoices, and admissions of liability. Such conduct implies an ad-hoc continuation of the arrangement on the same terms, akin to an implied contract under Section 70 of the Indian Contract Act, 1872, or quantum meruit for services rendered and accepted as affirmed in *Alopi Prashad & Sons Ltd. v. Union of India* [AIR 1960 SC 588]. Therefore, the total liability of the CD stands at ₹5,84,43,201.76, thereby exceeding the Section 4 threshold. *Thirdly*, regarding the existence of mala fide intent under Section 65, the Tribunal noted that the application was not a mere recovery mechanism but seeks resolution. Additionally, since the CD is a distinct legal entity from its holding company, the proceedings against it cannot be stayed merely on account of the parent's insolvency unless there is a specific order of consolidation under Section 60(5) of the Code. Therefore, for the above-mentioned reasons, the Tribunal was satisfied that the legal requirements and the statutory mandate was met for the CD's admission to CIRP.

Order/Judgement:

Accordingly, in light of the above facts and circumstances, the NCLT admitted the CD in CIRP as per Section 9(5) of the IBC. As a consequence, thereof, an Interim Resolution Professional (IRP) was appointed, and a moratorium issued under Section 14. The IRP so appointed shall make a public announcement for submissions of claims under section 15. The commencement of the CIRP shall be effective from the date of this order.

Case Review: *CIRP application admitted.*