

**(2023) 04 NCLT CK 0031**

**In the National Company Law Tribunal**

**Case No : IA No.1286/2022 In CP (IB) No.214/Chd/Hry/2020**

**Harsh Garg Vs Hyosung India Pvt. Ltd ?**

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**Date of Decision : 17-04-2023**

**Acts Referred:**

Insolvency and Bankruptcy Code, 2016 — Section 19(1), 19(2)

**Citation : (2023) 04 NCLT CK 0031**

**Hon'ble Judges :** Harnam Singh Thakur, Member (J); Subrata Kumar Dash, Member (T)

**Bench :** Division Bench

**Advocate :** Mohinder Singh, Raghav Kapoor

**Final Decision :** Disposed Of

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## **Judgement**

Subrata Kumar Dash, Member (Technical)

1. The instant application has been filed by the Interim Resolution Professional (hereinafter referred as 'IRP') of M/s SNH Construction Private Ltd., under Section 19(2) of the Insolvency and Bankruptcy Code, 2016 seeking directions to respondent to provide necessary cooperation and information/documents as required by the applicant to take control of the assets of Corporate Debtor and to conduct CIRP process effectively.

2. The brief facts of the case are as follows:-

2.1 The application under Insolvency and Bankruptcy Code, 2016 for initiation of the Corporate Insolvency Resolution Process was admitted vide order dated 10.08.2022 and Mr. Harsh Garg was appointed as Interim Resolution Professional (IRP). The IRP made public announcement on 12.08.2022 and Committee of Creditors (COC) was constituted with only one operational creditor having voting share of 100%. In the 1st meeting of COC the Corporate Debtor remained absent and IRP was appointed as RP with 100% Voting Shares.

2.2. It is submitted that during CIRP, Corporate Debtor found that the respondent had entered into contract dated 27.02.2019 to avail services for which invoices were raised. Thereafter, the name of the Corporate Debtor was

changed from M/s YSSS India Construction Pvt. Ltd. to M/s SNH Construction Private Ltd. On 15.06.2019. The dispute regarding payment started arising for the contractual work executed.

2.3. It is further submitted that as there is no privity of contract between employees/contractors/sub-contractors of Corporate Debtor the respondent filed Civil Suit bearing No.RCS/223/2020 which is still peinding. The contract between the parties is of Rs.13 crore and after the initiation of CIRP the applicant wrote letter and email dated 01.09.2022 asking Corporate Debtor to deposit the amount and also to provide details/documents entered by it with the Corporate Debtor. However, the respondent failed to do so.

3. Notice of this petition was issued to respondents vide order dated 07.10.2022. The Affidavit of service vide Diary No. 02199/1 dated 11.11.2022 was filed. Vide order dated 01.02.2023, as there was no reply filed on behalf of respondent, their right to file reply was closed.

4. We have heard the learned counsel for the applicant as well as the respondent and perused the material available on record.

5. As per Section 19(1) of the Code, the suspended management is under obligation to extend all assistance and cooperation to the IRP/RP as required in managing the affairs of the company.

6. In view of the above discussion, we direct M/s Hyosung India Pvt. Ltd. - respondent to provide assistance as required by the IRP/RP and complete the process within three weeks from the date of this order, failing which the IRP/RP is at liberty to approach local police on the basis of this order and local police to render all necessary assistance to IRP/RP. In case of non-compliance, the IRP/RP is at liberty to move an appropriate application before this Adjudicating Authority.

7. Accordingly, IA No. 1286/2022 is allowed and disposed of.