

**NATIONAL COMPANY LAW APPELLATE TRIBUNAL, NEW DELHI**

**Company Appeal (AT) (Insolvency) No. 317 of 2019**

**IN THE MATTER OF:**

**Inqnest Marketing Solutions Pvt. Ltd.**

**...Appellant**

**Vs.**

**Koovs Marketing Consulting Pvt. Ltd.**

**...Respondent**

**Present: For Appellant: - Mr. K.C. Aggarwal, Advocate.**

**For Respondent: - None.**

**O R D E R**

**01.04.2019—** Heard counsel for the Appellant. Perused record.

According to the Appellant, the Respondent- 'Corporate Debtor' availed services of the Appellant after sharing the rate card of rates already "negotiated and agreed". It is further stated that the Respondent- 'Corporate Debtor' having already availed all the services later failed to make the payments.

It is stated that the Appellant had sent Statutory Notice under Section 8 of the Insolvency and Bankruptcy Code, 2016 ("I&B Code" for short) on 3<sup>rd</sup> April, 2018. The Respondent- 'Corporate Debtor' did not comply with the notice and hence Section 9 proceeding was filed but the Adjudicating Authority (National Company Law Tribunal), Chandigarh Bench, Chandigarh by impugned order dated 20<sup>th</sup> February, 2019 rejected the application on the ground that there was a pre-existing dispute.

Contd/-.....

Learned counsel for the Appellant submitted that the e-mail dated 3<sup>rd</sup> January, 2018 relied on by the Adjudicating Authority in the impugned order is a spurious e-mail which was sent by the Respondent- 'Corporate Debtor'. If such e-mail sent after availing the services are to be entertained, the object of the proceeding under the 'I&B Code' would be defeated.

Going through the material on the record and the impugned order and considering the e-mail dated 3<sup>rd</sup> January, 2018 which is on record, and which was sent before Notice dated 3<sup>rd</sup> April, 2018, we agree with the Adjudicating Authority that there was an existing dispute when notice under Section 8 of the 'I&B Code' was sent. The 'Corporate Debtor' appears to have disputed the rates charged calling them exorbitant and irrational. Thus, there were agreed rates or not was itself disputed. The Adjudicating Authority cannot go into the question raised that the e-mail was spurious or otherwise. We do not find defect in the impugned order.

We do not find any substance in the appeal. The appeal is rejected without admitting.

(Justice A.I.S. Cheema)  
Member(Judicial)

(Justice Bansi Lal Bhat)  
Member(Judicial)

Ar/g