

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

**Company Appeal (AT) (Insolvency) No. 144 of 2018**

**IN THE MATTER OF:**

**Krishna Enterprises** **...Appellant**

**Vs**

**Gammon India Ltd.** **....Respondent**

**With**

**Company Appeal (AT) (Insolvency) No. 145 of 2018**

**IN THE MATTER OF:**

**Om Industrial Corporation** **...Appellant**

**Vs**

**Gammon India Ltd.** **....Respondent**

**With**

**Company Appeal (AT) (Insolvency) No. 146 of 2018**

**IN THE MATTER OF:**

**Swastik Enterprises** **...Appellant**

**Vs**

**Gammon India Ltd.** **....Respondent**

**With**

**Company Appeal (AT) (Insolvency) No. 147 of 2018**

**IN THE MATTER OF:**

**Orissa Sales** **...Appellant**

**Vs**

**Gammon India Ltd.** **....Respondent**

**With**

**Company Appeal (AT) (Insolvency) No. 148 of 2018**

**IN THE MATTER OF:**

**Pavan Enterprises**

**...Appellant**

**Vs**

**Gammon India Ltd.**

**....Respondent**

**Present:**

**For Appellant: Mr. G. K. Jain, Chartered Accountant.**

**For Respondent: Mr. Aniruddh Singh, Ms. Awantika Mansher and Mr. Ankit Dwivedi, Advocates.**

**ORDER**

**27.07.2018:** Appellant(s) (Operational Creditors) filed applications under Section 9 of the Insolvency and Bankruptcy Code, 2016 (for short I&B Code) for initiation of Corporate Insolvency Resolution Process against 'M/s Gammon India Ltd.' (Corporate Debtor). On appearance it was brought to the notice of the Adjudicating Authority (National Company Law Tribunal) Mumbai Bench that principle amount of debt which was the only amount due has been paid to the Appellant(s). The Adjudicating Authority having noticed the same, by impugned orders dismissed the applications preferred by appeal(s).

2. Learned counsel for the Appellant submits that the Adjudicating Authority kept the matter pending since long and has not dispose of the matter within 14 days as stipulated under Section 9 of I&B Code. However, such submission cannot be accepted as 14 days period prescribed is not mandatory as has already been held by this Appellate Tribunal.

3. According to learned counsel for the Appellant in terms of Section 3(6) of I&B Code 'claim' means a right of payment, whether such right is reduced to judgment, fixed disputed, undisputed, legal, equitable, etc. Reliance has been placed on definition of 'debt' as defined in Section 3(11) as per which 'debt' means a liability or obligation in respect of a claim which is due from any person and includes a financial debt and operational debt.

4. It is submitted that the 'debt' includes the interest, but such submission cannot be accepted in deciding all claims. If in terms of any agreement interest is payable to the Operational or Financial Creditor then debt will include interest, otherwise, the principle amount is to be treated as the debt which is the liability in respect of the claim which can be made from the Corporate Debtor.

5. In the present appeals, as we find that the principle amount has already been paid and as per agreement no interest was payable, the applications under Section 9 on the basis of claims for entitlement of interest, were not maintainable. If for delayed payment Appellant(s) claim any interest, it will be open to them to move before a court of competent jurisdiction, but initiation of Corporate Insolvency Resolution Process is not the answer.

6. We find no merit in these appeals. These are accordingly dismissed. No cost.

[Justice S. J. Mukhopadhaya]  
Chairperson

[Justice Bansi Lal Bhat]  
Member (Judicial)

*am/sk*