

**IN THE NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH - I**

C.P. (IB) NO. 284/MB/2026

*Under Section 94 of the Insolvency and Bankruptcy Code, 2016 r/w rule 6 of
the Insolvency & Bankruptcy (Application to Adjudicating Authority for
Insolvency Resolution Process for Personal Guarantors to Corporate
Debtors) Rules 2019.*

In the matter of:

Piyush H. Joshi

Personal Guarantor to

RNP Marketing & Cargo Private Limited

[CIN: U01100MH2008PTC187995]

.....Personal Guarantor/ Petitioner

Order pronounced on 22.06.2026

Coram:

Sh. Prabhat Kumar

Hon'ble Member (Technical)

Sh. Sushil Mahadeorao Kochey

Hon'ble Member (Judicial)

Appearances:

For the Resolution Professional

: Adv Maulik Chokshi

For the Personal Guarantor

: Adv. Parth Shah i/b Fortis India

Law

ORDER

Brief facts:

1. The present Company Petition dated 07.03.2026 has been filed by **Piyush H. Joshi** (hereinafter referred to as “Personal Guarantor/Petitioner”), being the Personal Guarantor of **RNP Marketing & Cargo Private Limited** (hereinafter referred to as “Corporate Debtor/Principal Borrower”), under section 94 of the Insolvency and Bankruptcy Code, 2016 (“the Code”) read with Rule 6(1) of the Insolvency and Bankruptcy (Application to Adjudicating Authority for Insolvency Resolution Process for Personal Guarantors to Corporate Debtors) Rules, 2019 (“IBBI Rules”) seeking initiation of the Insolvency Resolution Process in respect of himself in his capacity as the Personal Guarantor of the Corporate Debtor.
2. The Petitioner is an Indian resident having his address at A/1202, Yogi Ratna Bldg, Yogi Nagar, Eksar Road, Borivali (W), Mumbai-400091
3. The Corporate Debtor/Principal Borrower, having CIN U01100MH2008PTC187995, was incorporated on 05.11.2008 and has its registered office at Room No. F-203, Nandanvan Apartments, Dahanukar Wadi, New Link Rd, Opp. Lalji Pada Police Station, Kandivali West, Mumbai City - 400067, Maharashtra. The authorised share capital of the Corporate Debtor is Rs.18,50,00,000 and its paid-up share capital is Rs.17,49,50,000. It is engaged in the business of general import and export, purchase and sale of commodities, articles and merchandise, and allied commercial activities. The Petitioner is the Directors of the Corporate Debtor and had executed a Personal Guarantee in favour of the Financial Creditor to secure the credit facilities extended to the Corporate Debtor.
4. The Petitioner has stated in Part III of the Petition that the total debt

owed to the Financial Creditor is **Rs. 47,35,76,228/- (Rupees Forty-Seven Crores Thirty-Five Lakhs Seventy-Six Thousand Two Hundred Twenty-Eight Only)**, out of which the amount in default is **Rs. 18,72,58,363/- (Rupees Eighteen Crores Seventy-Two Lakhs Fifty-Eight Thousand Three Hundred Sixty-Three Only)**. The Petitioner has stated that the said debt is secured and is payable to CFM Asset Reconstruction Private Limited, the Financial Creditor.

5. The financial assistance was originally extended by ECL Finance Limited to the Corporate Debtor. Subsequently, the underlying debt along with the attendant security interests and other rights was assigned in favour of CFM Asset Reconstruction Private Limited, which is presently the Financial Creditor.

Submissions of the Petitioner:

6. Learned Counsel for the Petitioner submits that the Corporate Debtor had approached ECL Finance Limited for availing a term loan facility of Rs. 25,00,00,000/- (Rupees Twenty-Five Crores Only). Pursuant thereto, ECL Finance Limited issued a Sanction Letter dated 11.06.2018, as amended by the First Amendment dated 22.06.2018, and thereafter executed a Facility Agreement dated 28.06.2018 governing the terms and conditions of the said credit facility.
7. The Corporate Debtor executed the Deed of Hypothecation dated 28.06.2018 and Indenture of Mortgage dated 02.07.2018 along with the Supplemental Indenture of Mortgage of even date. It was further submitted that the Petitioner executed a **Guarantee Deed dated 28.06.2018** in favour of ECL Finance Limited, thereby irrevocably guaranteeing repayment of the credit facilities availed by the Corporate Debtor.
8. It is further submitted that the financial assets together with the

underlying security interests and all rights, title and interest of ECL Finance Limited in respect of the credit facilities extended to the Corporate Debtor were subsequently assigned in favour of CFM Asset Reconstruction Private Limited under an **Assignment Agreement dated 14.08.2020**. It was further submitted that the Corporate Debtor as well as the Petitioner were duly intimated of the said assignment vide **Assignment Notice dated 13.06.2020** and the communication/e-mail of even date, whereupon CFM Asset Reconstruction Private Limited became the Financial Creditor in respect of the aforesaid debt.

9. Learned Counsel for the Petitioner further submitted that the Corporate Debtor committed default in repayment of the credit facilities availed from ECL Finance Limited. Consequently, the loan account was classified as a **Non-Performing Asset (NPA)** with effect from **01.02.2020**. It was further submitted that, after assignment of the debt in favour of CFM Asset Reconstruction Private Limited. The Financial Creditor issued a **Demand Notice dated 09.03.2021** under Section 13(2) of the SARFAESI Act, 2002, calling upon the Corporate Debtor and the Petitioner to discharge the outstanding dues.
10. Learned Counsel for the Petitioner further submitted that the Financial Creditor invoked the Personal Guarantee executed by the Petitioner by issuing an **Invocation Notice dated 27.09.2021**, calling upon the Petitioner to discharge the outstanding liability under the Guarantee Deed. Thereafter, they issued a **Legal Notice dated 04.10.2021** to the Corporate Debtor and the Petitioner demanding payment of the outstanding dues.
11. Learned Counsel for the Petitioner further submitted that the Petitioner, being a Personal Guarantor in default and unable to discharge his liability arising under the Personal Guarantee executed

in favour of the Financial Creditor, has filed the present Petition under Section 94 of the Insolvency and Bankruptcy Code, 2016 seeking initiation of the Insolvency Resolution Process in respect of himself.

Submissions of Resolution Professional:

12. Vide order dated 23.03.2026, this bench appointed **Manish Lalji Dawda**, having Insolvency Registration No. IBBI/IPA-001/IP-P-02506/2021-2022/13797, to act as the Resolution Professional (“RP”) in the present matter & directed RP to file report under Section 99 of Insolvency and Bankruptcy Code, 2016. Accordingly, the RP vide **IA (I.B.C)/1620 (MB)2026** has placed on record his report dated 09.04.2026 recommending the admission of the application filed under section 94 of IBC, 2016. The grounds for admission of the application recorded in the Report are as follows: -
“In pursuance of the aforesaid, the present Report is being submitted whereby, I recommend the approval of the captioned Application, filed under Section 94 of IBC by the Creditor (sic), for reasons as set out below:-

<i>Requirements under Section 99 of IBC</i>	<i>Comments by the Applicant</i>	<i>Compliance with the requirements under Section 99 of IBC</i>
<i>Section 99 (1) The resolution professional shall examine the application referred to in section 94 or section 95, as the case may be, within ten days of his appointment, and submit a report to the Adjudicating Authority recommending for approval</i>	<i>The present Report has been prepared and is being submitted in compliance with the requirements of IBC, upon examination of the captioned Application, along with the documents annexed thereto, filed under Section 94 of IBC.</i>	<i>Yes</i>

<p><i>or rejection of the application.</i></p>		
<p><i>Section 99(2) Where the application has been filed under section 95, the resolution professional may require the debtor to prove repayment of the debt claimed as unpaid by the creditor by furnishing – (a) evidence of electronic transfer of the unpaid amount from the bank account of the debtor; (b) evidence of encashment of a cheque issued by the debtor; or (c) a signed acknowledgment by the creditor accepting receipt of dues</i></p>	<p><i>The Resolution Professional has issued a notice under Section 99 (2) of IBC to the Personal Guarantor on 30.03.2026 & 08.04.2026 by email ad speed post dated 02.04.2026. By the said notice, the Resolution Professional called upon the Personal Guarantor to provide the repayment of the debt as mentioned in the captioned Application. Copy of the said email Dated 30.03.2026 & 08.04.2026 and speed post-dated 02.04.2026 and marked as Exhibit "B Colly", and Exhibit "C" respectively.</i></p> <p><i>The Resolution Professional has also issued notice under Section 99 (2) of IBC, 2016 to the Creditor on 31.03.2026 and 08.04.2026 by email and speed post-dated 02.04.2026. By the said notice, the Resolution Professional called the creditor to provide the details in case of any payments received from the Personal Guarantor</i></p>	<p><i>Yes The Resolution Professional under of and Resolution has not received any documents from the personal guarantor with regards to the repayment of the debt. Neither has the Resolution Professional received any details from the creditor with regards to the repayment of the debt.</i></p>

	<i>and/or Corporate Debtor. Copy of the said email 31.03.2026 Dated & 08.04.2026 and speed post 02.04.2026 dated and marked as Exhibit "D Colly", and Exhibit "E" respectively.</i>	
<i>Section 99 (3) Where the debt for which an application has been filed by a creditor is registered with the information utility, the debtor shall not be entitled to dispute the validity of such debt.</i>	<i>N.A Application is filed by the personal guarantor under section 94</i>	<i>N.A</i>
<i>Section 99 (4) For the purposes of examining an application, the resolution professional may seek such further information or explanation in connection with the application as may be required from the debtor or the creditor or any other person who, in the opinion of the resolution professional, may provide such information.</i>	<i>The Resolution Professional emailed and wrote letter to personal guarantor and to the creditors – CFM Asset Reconstruction Private Limited.</i>	<i>Yes The Resolution Professional has sought confirmation from the Creditor regarding any repayment by Personal the Guarantor. However, no such proof of repayment provided.</i>
<i>Section 99 (5) The person from whom information or explanation is sought under sub-section (4) shall furnish such information or explanation within</i>	<i>Same as above.</i>	<i>Yes (Same as above)</i>

<p><i>seven days of receipt of the request.</i></p>		
<p><i>Section 99(6)</i> <i>The resolution professional shall examine the application and ascertain that – the application satisfies the requirements set out in section 94 or 95; the applicant has provided information and given explanation sought by the resolution professional under sub-section (4).</i></p>	<p><i>As provided in Annexure "A" attached here to.</i></p>	<p><i>Yes</i> <i>The Professional Resolution has examined the captioned Application. And as ascertained that the captioned Application satisfied the requirements set out in Section 94 of IBC.</i></p>
<p><i>Section 99(7)</i> <i>After examination of the application under sub-section (6), he may recommend acceptance or rejection of the application in his report.</i></p>	<p><i>Upon examination of the captioned Application and the information, Documents and material available with the Resolution Professional, it is recommended that the captioned Application be accepted under Section 100 (1) of IBC.</i></p>	<p><i>Yes</i> <i>The Resolution Professional recommends the acceptance of the captioned Application under Section 100 of IBC.</i></p>
<p><i>Section 99(8)</i> <i>Where the resolution professional finds that the debtor is eligible for a fresh start under Chapter II, the resolution professional shall submit a report recommending that the</i></p>	<p><i>It is not eligible for fresh start as per Section 80 of the IBC; 2016</i></p>	<p><i>Not eligible</i></p>

<p><i>application by the debtor under section 94 be treated as an application under section 81 by the Adjudicating Authority.</i></p>		
<p><i>Section 99(9) The resolution professional shall record the reasons for recommending the acceptance or rejection of the application in the report under sub-section (7).</i></p>	<p><i>As per the contents of the captioned Application and the information gathered by the undersigned, there appears to be a debt due to the Creditor. The captioned Application is also in order in terms of the IBC, 2016. The Applicant is jointly and severally liable to repay the debts as guarantor. Thus, the only inference that can be drawn at this stage is that the application is in order to be accepted.</i></p>	<p><i>Yes The present Report is being filed recommending acceptance of for the captioned Application and the reasons are recorded in this Report.</i></p>
<p><i>Section 99(10) The resolution professional shall give a copy of the report under sub-section (7) to the debtor or the creditor, as the case may be.</i></p>	<p><i>The Resolution Professional hereby undertakes to provide a copy of the Report to the Creditor & Debtor upon filing.</i></p>	<p><i>The Resolution Professional hereby undertakes to provide a copy of the Report to the Creditor & Debtor upon filing.</i></p>

In view of the aforesaid, I hereby recommend the acceptance of the captioned Application filed by the Creditor under Section 100 (1) of IBC.”

Findings:

13. Heard the learned Counsel for the Applicant. Perused the records and the Report submitted by the Resolution Professional under Section 99 of the Insolvency and Bankruptcy Code, 2016. The Learned Counsel of the Personal Guarantor submitted that the matter may be proceeded without their reply.
14. Upon perusal of the material placed on record, it is observed that the Petitioner had executed a Deed of Guarantee in favour of ECL Finance Limited to secure the credit facilities extended to the Corporate Debtor. The rights, title and interest of ECL Finance Limited in the said debt, together with the underlying security interests, were subsequently assigned to CFM Asset Reconstruction Private Limited. It is further observed that the Corporate Debtor committed default in repayment of the credit facilities, consequent whereupon the Financial Creditor invoked the Personal Guarantee executed by the Petitioner. The Resolution Professional, upon examination of the Application and the documents placed on record, has found that the Application satisfies the requirements of Section 94 of the Insolvency and Bankruptcy Code, 2016 and has recommended its admission under Section 100 of the Code.
15. The Resolution Professional has examined the Application in accordance with the provisions of Section 99 of the Insolvency and Bankruptcy Code, 2016 and, after considering the material placed on record, has recommended admission of the Application. Upon an independent consideration of the Application, the documents annexed thereto and the Report of the Resolution Professional, we find no reason to differ from the conclusions arrived at by the Resolution Professional.
16. In view of the foregoing discussion, the material placed on record, and the Report submitted by the Resolution Professional under

Section 99 of the Insolvency and Bankruptcy Code, 2016 recommending admission of the Application, we are satisfied that the present Application fulfils the requirements of the Code. Accordingly, this is a fit case for admission under Section 100 of the Insolvency and Bankruptcy Code, 2016. Hence, the Application filed under Section 94 of the Insolvency and Bankruptcy Code, 2016 is **admitted** by the following order:

- I.** Initiate Insolvency Resolution Process against the Petitioner/Personal Guarantor and moratorium in relation to all the debts is declared, from today i.e. date of admission of the application and shall cease to have effect at the end of the period of 180 days, or this Tribunal passes order on the repayment plan under Section 114 whichever is earlier as provided under Sec 101 of IBC, 2016. During the moratorium period;
 - a) Any pending legal action of proceeding in respect of any debt shall be deemed to have been stayed; and
 - b) The creditors of the debtor shall not initiate any legal action or proceedings in respect of any debt; and
 - c) The debtor shall not transfer, alienate, encumber, or dispose of any of his assets or his legal rights or beneficial interest therein;
 - d) The provisions of this section shall not apply to such transactions as may be notified by the Central Government in consultation with any financial sector regulator.

- II.** The Resolution Professional *viz.* **Mr. Manish Lalji Dawda**, having **Insolvency Registration No. IBBI/IPA-001/IP-P-02506/2021-2022/13797**, having registered address at 205-A, 2nd Floor, Plot No 408, Hiren Light Industrial Estate, Bhagoji Keer Marg, Near Paradise Cinema, Mahim, Mumbai

City, Maharashtra ,400016, [E-Mail: ip.dawdamanish@gmail.com Contact: 8767645419] is directed to cause a public notice published on behalf of the Adjudicating Authority within 7 days of passing this Order on the website of the NCLT Mumbai Bench, inviting claims from all Creditors, within 21 days of such issue. The Resolution Professional shall discharge the functions/duties casted upon him under the provisions of the Code in this relation within time bound manner and shall be empowered to exercise the powers vested in him for discharge of such functions/duties.

- III.** The Resolution Professional shall submit such reports before this Tribunal, as may be required under the Code and the Regulations framed thereunder.
- IV.** The Petitioner is directed to deposit **INR 75,000/-** (Indian Rupees Seventy-Five Thousand) to the bank account of the Resolution Professional within **one week**, towards his fees & out-of-pocket expenses, which shall be such as is approved by the applicant herein and subsequently confirmed by the Creditors. This shall be subject to the rules and regulations under the provisions of the Insolvency and Bankruptcy Code, 2016.
- V.** The Registry is directed to communicate a copy of order, report and application within **seven** working days and upload the same on the website immediately after the pronouncement of order.

Sd/-

Prabhat Kumar
Member (Technical)

Akanksha S

Sd/-

Sushil Mahadeorao Kochey
Member (Judicial)