

**IN THE NATIONAL COMPANY LAW TRIBUNAL**

**NEW DELHI, COURT-III**

**C.P.(IB)-169(ND)/2026**

(Order under Section 7 of the IBC, 2016 Rule 4 of the Insolvency and Bankruptcy  
(Application to Adjudicating Authority), Rules, 2016)

**IN THE MATTER OF:**

**M/S AXIS TRUSTEE SERVICES LIMITED**

Office at: Axis House, P.B. Marg, Worli,  
Mumbai, Maharashtra, India-400025  
Also at: Plot 25 2nd Floor, Pusa Road  
Karol Bagh, New Delhi - 110005

**..... Applicant / Financial Creditor**

**VERSUS**

**M/S TALENT UNLIMITED ONLINE SERVICES PRIVATE LIMITED**

Office at: 808, Devika Tower,  
Nehru Place, New-Delhi-110019

**..... Respondent/Corporate Debtor**

**Order Pronounced On: 12.06.2026**

**CORAM:**

**SHRI BACHU VENKAT BALARAM DAS, HON'BLE MEMBER (JUDICIAL)**

**SHRI RAVINDRA CHATURVEDI, HON'BLE MEMBER (TECHNICAL)**

**APPEARANCES:**

**For the Financial Creditor** : Mr. Harshit Khare, Mr. Suraj Anand, Mr. Brijesh Gupta,  
Advs.

**For the Corporate Debtor** : Mr. Amit Mehra, Ms. Shruti Munjal, Mr. Gurmehar Singh, Advs.

**ORDER**

**PER: BACHU VENKAT BALARAM DAS, MEMBER (JUDICIAL)**

- 1.** The present application under Section 7 of the Insolvency and Bankruptcy Code, 2016 has been filed by Axis Trustee Services Limited in its capacity as Debenture Trustee acting for and on behalf of the Debenture Holders, seeking initiation of Corporate Insolvency Resolution Process against Talent Unlimited Online Services Private Limited, the Corporate Debtor/Respondent herein.
- 2.** It is submitted that the Corporate Debtor was incorporated on 13.04.2012, is engaged in the business of establishing and running data processing/computer centres, development and data processing activities and providing advisory and consultancy in relation to computer hardware and software added programmes, software development, and dealing in computer hardware, software and other related information technology services.
- 3.** The Corporate Debtor approached the subscribers for financial assistance for its general corporate requirements. Pursuant to the Securities Subscription Agreement dated 03.03.2023 and connected transaction documents including the Debenture Trustee Appointment Agreement, Debenture Trust Deed and Deed of Hypothecation, the Corporate Debtor issued secured, redeemable, non-convertible debentures in favour of the subscribers.

Under the said arrangement, the Corporate Debtor issued and allotted:

- i. 25 Series X Debentures aggregating to Rs. 2,50,00,000/-,
- ii. 100 Series A Debentures aggregating to Rs. 10,00,00,000/-,
- iii. 125 Series B Debentures aggregating to Rs. 12,50,00,000/-

for a total consideration of Rs. 25,00,00,000/-, carrying interest and redemption obligations representing time value of money, thereby constituting a "financial debt" within the meaning of Section 5(8) of the Code.

- 4.** In order to secure the repayment of the debentures and all obligations arising therefrom, the Corporate Debtor created an exclusive first charge by way of hypothecation in favour of the Applicant as Debenture Trustee for the benefit of the debenture holders. The security was created on 03.03.2023 and duly registered with the Registrar of Companies.
- 5.** The debentures were subject to redemption within 30 months from the date of issuance of Series X Debentures and carried stipulated repayment and interest servicing obligations. The Corporate Debtor committed its first event of default on 31.08.2025 by failing to service its repayment obligations under the debenture facility. The Corporate Debtor continue to default and repay the obligations under the debenture facility. The Applicant issued a Warning Letter dated 02.01.2026 calling upon the Corporate Debtor to cure the default within 5 days. However, the Corporate Debtor failed to comply.
- 6.** The Applicant issued a default notice on 22.01.2026 granting final opportunity to clear to the Respondent/Corporate Debtor to clear the outstanding dues.
- 7.** It is submitted that the Corporate Debtor in its response given vide e-mail dated 23.01.2026 admitted its liability and financial distress and sought 9 to 12 months to repay the dues.
- 8.** The Applicant filed the information of default with the Information Utility (NeSL) on 23.01.2026 for part amount under default i.e. INR 1,89,13,351 on behalf of one of the debenture holders. Subsequently, multiple meetings of the debenture holders were convened on 29.01.2026 and 04.02.2026 to assess the financial position of the Corporate Debtor and seek clarity on repayment. In the meeting dated 04.02.2026, the representative of the Corporate Debtor acknowledged that the Corporate Debtor had no physical assets. Being a technology-based company, the value of the Corporate Debtor is dependent upon its ability to continue as a going concern, they confirmed that the residual value was limited to certain intellectual property, trade receivables, and bank accounts, hypothecated in favour of the Applicant.
- 9.** Subsequently, a Final Demand Notice dated 09.02.2026 was issued demanding the repayment of Rs. 5,76,60,570/- (as on 21.01.2026) within 5 days on behalf of all the debenture holders. In its response dated 10.02.2026,

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Date of order: 12.06.2026

the Corporate Debtor again admitted its inability to repay and stated that the business was not generating surplus even to meet operating expenses, thereby clearly acknowledging the debt and default.

- 10.** A meeting of the Debenture Holders was thereafter convened on 18.02.2026, wherein after considering the financial position of the Corporate Debtor, its admitted inability to repay in immediate future and the risks on the ability of the Corporate Debtor as a going concern, the debenture holders unanimously resolved to initiate proceedings under Section 7 of the Code and authorised the Applicant to file the present petition.
- 11.** The Corporate Debtor has failed to honour its repayment obligations despite repeated notices, opportunities and admissions of liability. The debt remains due and payable and the default continues. The present Application has therefore been filed seeking initiation of Corporate Insolvency Resolution Process against the Corporate Debtor.
- 12.** The Applicant has therefore filed the present application under Section 7 of the Insolvency and Bankruptcy Code, 2016 seeking initiation of CIRP against Talent Unlimited Online Services Private Limited, the Corporate Debtor.
- 13.** The amount claimed to be in default and the date of default as stated by the Applicant in Part IV of the present application is as under:-

2	Amount claimed to be in default and the date on which the default occurred attach the workings for computation of amount and days of default in tabular form)	<p>Amount in Default: Rs. 5,76,60,560/- (Rupees Five Crores Seventy-Six Lakhs Sixty Thousand Five Hundred and Sixty Only) inclusive of interest@ 13.75% p.a</p> <p>A tabulated computation of the amounts due and payable is annexed herewith and marked as EXHIBIT-A-17</p> <p>Date of default: 14.02.2026</p>
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### **Case of the Respondent**

- 14.** The Respondent/Corporate Debtor has filed a reply affidavit through Ms. Ankita Jamuar, the Authorized Representative of Talent Unlimited Online Services Private Limited/Corporate Debtor denying the submissions and contentions raised in the application.
- 15.** The Corporate Debtor submitted that since discussions and negotiations were being held between the Applicant/Financial Creditor and the Corporate Debtor for repayment of the dues, it cannot be said that the amount of default has crystallized and therefore there is no default within the meaning of Section 3(12) read with Section 7 of the Code.
- 16.** The Respondent further submitted that the Applicant is attempting to use the Code as a recovery mechanism. The Respondent/Corporate Debtor further submitted that mere description of the Applicant as "Debenture Trustee" does not automatically clothe it with locus under Section 5(7) of the Code unless it is demonstrated that the underlying beneficiaries/debenture holders are Financial Creditors to whom financial debt is actually owed and that the Applicant is duly authorized under the debenture documentation to initiate Section 7 proceedings under the Code.

### **ANALYSIS AND FINDINGS**

- 17.** We have heard the submissions of Ld. Counsel appearing on behalf of the Applicant/Financial Creditor as well as Respondent Corporate Debtor and perused the records.
- 18.** The Applicant has initiated the present proceedings under Section 7 of the Code for an alleged default of Rs. 5,76,60,560/-.
- 19.** The Applicant/Financial Creditor has placed on record a copy of the
- i. Securities Subscription Agreement dated 03.03.2023,
  - ii. Debenture trust deed dated 03.03.2023,
  - iii. Debenture trustee appointment agreement dated 03.03.2023 and deed of hypothecation dated 03.03.2023
  - iv. Record of default filed with the Information Utility

- 20.** The Applicant submitted that an exclusive first charge by way of hypothecation was created by the Corporate Debtor in favour of Axis Trustee Services Limited, acting as Debenture Trustee for the benefit of the Debenture Holders, to secure the payment of the amounts due and discharge of all secured obligations under the Securities Subscription Agreement dated 03.03.2023 and other Transaction Documents. The said security was created on 03.03.2023 by execution of the Debenture Trust Deed and Deed of Hypothecation over the hypothecated properties of the Corporate Debtor, securing the obligations up to the value of the Debentures issued by the Corporate Debtor, through requisite filings with the Registrar of Companies. The Debenture Trustee holds the said security interest as an exclusive first charge holder for the benefit of the Debenture Holders.
- 21.** The Applicant in order to establish the existence of financial debt, its disbursement, and the occurrence and continuance of default has placed on record the Securities Subscription Agreement dated 03.03.2023, Debenture Trust Deed dated 03.03.2023, Debenture Trustee Appointment Agreement dated 03.03.2023 and Deed of Hypothecation dated 03.03.2023, the Addendum Cum Amendment Deed dated 14.09.2023, copies of debenture certificates issued by the Corporate Debtor, bank statements evidencing disbursement of funds, statement of account/ledger reflecting the outstanding principal and interest, Warning Letter dated 02.01.2026, Event of Default Notice dated 22.01.2026, Final Demand Notice dated 09.02.2026, email communications and correspondence wherein the Corporate Debtor has acknowledged its liability and sought time for repayment, minutes of meetings recording admission of financial distress and Record of Default filed with the Information Utility (NeSL).
- 22.** The Respondent has not denied the fact that the execution of the documents and disbursal of the amount.
- 23.** Moreover, the Applicant had issued a warning letter dated 02.01.2026 calling upon the Corporate Debtor to regularize the default within five days.

**24.** Thereafter, the default notice dated 22.01.2026 was issued by the Debenture Trustee to which the Respondent/Corporate Debtor vide e-mail dated 23.01.2026 replied, which is extracted hereunder:-

*“Dear Chesta,*

*We refer to your communication issued on behalf of the Non-Convertible Debenture (“NCD”) Holders and wish to place on record that the **Company is presently facing liquidity constraints and, accordingly, does not have adequate cash flows to service its NCD obligations as they fall due.***

*This position has already been duly intimated to the NCD Holders, and the Company has consistently ensured transparency by periodically sharing its Management Information System (MIS), Profit & Loss Statements, and Balance Sheets with the NCD Holders on a monthly basis. In this regard, the relevant financial information as of 31 December 2025 has also been duly shared.*

*At the outset, in accordance with the terms of the Transaction Documents, the **Company acknowledges its liability towards the NCD Holders and reiterates its commitment to honoring its obligations in full. The Company expects that repayment of the outstanding dues would be feasible upon successful infusion of funds pursuant to the proposed fund-raising exercise, which is anticipated to take approximately 9–12 months to conclude, subject to market conditions, regulatory approvals, and completion of customary due diligence.***

*In the interest of continued transparency and with a view to working collaboratively towards an amicable resolution, the Company requests a virtual meeting with the Debenture Trustee and representatives of the NCD Holders on 27 January 2026, at a time convenient to the Debenture Trustee and the NCD Holders.*

*The Company values the continued support and cooperation of the Debenture Trustee and the NCD Holders and remains committed to engaging constructively to resolve the matter in a fair and timely manner.*

*We request you to kindly take the above on record and look forward to your response regarding the proposed meeting.*

*Thanks and Regards,*

*Team Legal*

*-- Team Legal - Bobble AI ”*

**25.** It is thus very clear that the Respondent/Corporate Debtor has acknowledged its liability and requested for 9 to 12 months’ time for repayment of the outstanding dues.

**26.** The Applicant also issued demand notice dated 09.02.2026 i.e. final demand notice dated 09.02.2026. The Respondent/Corporate Debtor replied to the said demand notice vide email dated 10.02.2026 which is extracted hereunder:-

*“Hello everyone*

*We are surprised to receive this demand letter.*

*As has been communicated in the last couple of meetings we had explained the status of the business of the Company.*

*It was evident that the business of the company is not generating sufficient surplus to even take care of the entire operating expenses of the company.*

*As explained during these meetings the management is focused on keeping the company as a going concern and we are trying to raise fresh capital to revive the company.*

*This round of capital raise is expected to be completed in about 9-12 months.*

***We are confident that the company will be able to cure the default and would be able to pay the entire interest and clear the outstandings from this fund raise.***

***In light of this we once again request the debenture holders to support the Company to navigate these testing times and not initiate any proceedings which might be detrimental to efforts of the management and the business.”***

**27.** Further, the Applicant has filed the information of default with the Information Utility i.e. NeSL on 23.01.2026 for part amount under default i.e. INR 1,89,13,351 on behalf of one of the debenture holders pursuant to which the

NeSL has issued a record of default and the Record of Default has been placed on record by the Applicant.

- 28.** The term “Default” is defined under sub-section (12) of Section 3 IBC which reads as: *“default” means non-payment of debt when whole or any part or instalment of the amount of debt has become due and payable and is not [paid] by the debtor or the corporate debtor, as the case may be;”*
- 29.** Hon’ble Supreme Court in the case of Anuj Jain Interim Resolution Professional for Jaypee Infratech Limited vs. Axis Bank Limited etc. Civil Appeal No. 8512-8527 of 2019 has observed that *“A “financial debt” means a debt along with interest, if any, which is disbursed against the consideration for the time value of money; and it includes the money borrowed or raised or protected in any manner prescribed in sub clauses (a) to (i) of Section 5(8).”*
- 30.** A mere reading of the provision under Section 7 of the IBC shows that in order to initiate CIRP under Section 7, the Applicant is required to establish that there is a financial debt and that a default has been committed in respect of that financial debt. The Code requires the adjudicating authority to only ascertain and record satisfaction in a summary adjudication regarding the occurrence of default before admitting the application.
- 31.** The acknowledgement made by the Respondent/Corporate Debtor in its reply (email dated 23.01.2026 and 10.02.2026) to the default notice dated 22.01.2026 and demand notice dated 09.02.2026 and the record of default shows that the Applicant has established existence of financial debt in terms of Section 5(8) of the Code and default in terms of Section 3(12) of the Code.
- 32.** In light of the above facts and circumstances, it is ordered as follows:
- i. The Application bearing **IB- 169/2026** filed by the Applicants under Section 7 of the Code read with Rule 4 of the Adjudicating Authority Rules for initiating CIRP against the Respondent is **admitted**.
  - ii. We also declare a moratorium in terms of Section 14 of the Code. The necessary consequences of imposing the moratorium flow from the provisions of Section 14(1)(a), (b), (c) and (d) of the Code. Thus, the following prohibitions are imposed:

“(a) The institution of suits or continuation of pending suits or proceedings against the Corporate Debtor including execution of any judgment, decree or order in any court of law, tribunal, arbitration panel or other authority;

(b) Transferring, encumbering, alienating or disposing of by the Corporate

Debtor any of its assets or any legal right or beneficial interest therein;

(c) Any action to foreclose, recover or enforce any security interest created by the Corporate Debtor in respect of its property including any action under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002;

(d) The recovery of any property by an owner or lessor, where such property is occupied by or in the possession of the Corporate Debtor.

[Explanation -For the purposes of this sub-section, it is hereby clarified that notwithstanding anything contained in any other law for the time being in force, a licence, permit, registration, quota, concession, clearance or a similar grant or right given by the Central Government, State Government, local authority, sectoral regulator or any other authority constituted under any other law for the time being in force, shall not be suspended or terminated on the grounds of insolvency, subject to the condition that there is no default in payment of current dues arising for the use or continuation of the license, permit, registration, quota, concession, clearances or a similar grant or right during the moratorium period;]”

- iii. It is made clear that the provisions of moratorium shall not apply to transactions which might be notified by the Central Government or the supply of the essential goods or services to the Corporate Debtor as may be specified, are not to be terminated or suspended or interrupted during the moratorium period. In addition, as per the Insolvency and Bankruptcy Code (Amendment) Act, 2018 which has come into force w.e.f. 06.06.2018, the provisions of moratorium shall not apply to the surety in a contract of guarantee to the Corporate Debtor in terms of Section 14(3)(b) of the Code.

- iv. The Applicants have proposed the name of Mr. Manish Agarwal as the Interim Resolution Professional (“IRP”) having address: 307, Prakash Deep Building, Tolstoy Marg, Connaught Place, New Delhi, National Capital Territory of Delhi, 110001. His registration number is IBBI/IPA-002/IP-N00223/2017-2018/10904. As apparent from the IBBI website his Email id is vrregisteredvaluer@gmail.com. As per the Form 1A (IAAA) annexed with the Application the email id of Mr. Manish Agarwal is [bijesh.gupta@hklo.in](mailto:bijesh.gupta@hklo.in) and mobile number is 8721965987. The Applicant has filed a copy of the Consent Issued by Mr. Manish Agarwal in Form 2, Written Communication by proposed IRP, as per the requirement of Rule 9(l) of the Adjudicating Authority Rules along with the Certificate of Registration and Authorization for Assignment in Form B. Accordingly, Mr. Manish Agarwal is appointed as IRP. It is noted that AFA Placed on record has expired on 30.06.2025. Therefore the IRP is directed to file valid/fresh AFA within one week.
- v. In pursuance of Section 13(2) of the Code, we direct the IRP, as the case may be to make a public announcement immediately with regard to the admission of this application under Section 7 of the Code. The expression immediately means within three days as clarified by Explanation to Regulation 6(1) of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016.
- vi. During the CIRP period, the management of the Corporate Debtor shall vest in the IRP/RP, in terms of Section 17 of the IBC. The officers and managers of the Corporate Debtor shall provide all documents in their possession and furnish every information in their knowledge to the IRP within one week from the date of receipt of this order, in default of which coercive steps will follow. There shall be no future opportunity given in this regard.
- vii. The IRP is expected to take full charge of the Corporate Debtor’s assets, and documents without any delay whatsoever. He is also free to take police assistance and this Court hereby directs the Police Authorities to render all assistance as may be required by the IRP in this regard.

- viii. The IRP or the RP, as the case may be shall submit to this Adjudicating Authority periodical report with regard to the progress of the CIRP in respect of the Corporate Debtor.
- ix. The Financial Creditors shall deposit a sum of Rs 2,00,000/- (Rupees Two Lakh Only) with the IRP to meet the expense to perform the functions assigned to him in accordance with Regulation 6 of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Person) Regulations, 2016. The needful shall be done within one week from the date of receipt of this order by the Financial Creditors. The amount however be subject to adjustment by the Committee of Creditors, as accounted for by IRP and shall be paid back to the Financial Creditors.
- x. In terms of Section 7(7) of the Code, the Registry is hereby directed to communicate a copy of the order to the Financial Creditors, the Corporate Debtor, the IRP and the Registrar of Companies, NCT of Delhi and Haryana, by Speed Post and by email, at the earliest but not later than seven days from today.
- xi. The Registrar of Companies shall update his website by updating the status of the Corporate Debtor and specific mention regarding admission of this petition must be notified.
- xii. The Registry is further directed to send a copy of this order to the Insolvency and Bankruptcy Board of India ("IBBI") for their record.
- xiii. A certified copy of this order may be issued, if applied for, upon compliance with all requisite formalities.

**Sd/-**

**(RAVINDRA CHATURVEDI)  
MEMBER (TECHNICAL)**

**Sd/-**

**(BACHU VENKAT BALARAM DAS)  
MEMBER (JUDICIAL)**