

NATIONAL COMPANY LAW TRIBUNAL KOCHI BENCH

CORAM:
SHRI VINAY GOEL, HON'BLE MEMBER (JUDICIAL)
SHRI RAVICHANDRAN RAMASAMY, HON'BLE MEMBER (TECHNICAL)

PETITION No./IA No.	CP(IB)/12/KOB/2026
SECTION	SEC. 95 IBC R/W RULE 11 NCLT
NAME OF PARTIES	THE SOUTH INDIAN BANK LTD V/S THOMAS J VAYALAT
PETITIONERS ADVOCATE/ PROFESSIONAL	A KEVIN THOMAS
RESPONDENTS ADVOCATE/ PROFESSIONAL	

17 JUNE 2026

ORDER

CP(IB)/12/KOB/2026

Ld. Counsel, Mr. Kevin Thomas appears physically for the Petitioner. Ld. Counsel, Mr. Pranoy Harilal appears virtually on behalf of the respondent.

Counsel for the respondent submitted that he reserves his right to agitate all objections after report of RP, and such permission may be granted.

Heard both sides.

The application stands **allowed**, vide separate detailed order.

Sd/-
RAVICHANDRAN RAMASAMY
MEMBER (TECHNICAL)

Sd/-
VINAY GOEL
MEMBER (JUDICIAL)

**IN THE NATIONAL COMPANY LAW TRIBUNAL
KOCHI BENCH**

CP (IB)/12/KOB/2026

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CP (IB)/13/KOB/2026

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CP (IB)/14/KOB/2026

(Under Section 95 of the IBC, 2016, read with Rule 7(2) of IBBI (Application to Adjudicating Authority for Insolvency Resolution Process of Personal Guarantors to Corporate Debtors) Rules, 2019).

Date of Institution:11.06.2026

Order Delivered on: 17.06.2026

CP(IB)/12/KOB/2026

In the matter of:

The South Indian Bank vs. Mr. Thomas J. Vayalat

MEMO OF PARTIES:

The South Indian Bank Ltd

Ernakulam Market Road Branch,

Market Road, Cochin, PIN-682 035.

Represented by its Branch Head and Chief Manager,

Mr. Jithin Varghese

Email: br0024@sib.bank.in

..... Petitioner/Financial Creditor

-Vs-

Mr. Thomas J. Vayalat

Vayalat House, 6/419B, Vayalat Avenue,

VTJ Enclave, Kundannur, Maradu P.O.,

Ernakulam, Kerala – 682 304

Email: admin@vtjhyundai.com

... Respondent/Personal Guarantor

&

CP(IB)/13/KOB/2026

In the matter of:

The South Indian Bank vs. Mr. Joseph Thomas Vayalat,

MEMO OF PARTIES:

The South Indian Bank Ltd

Ernakulam Market Road Branch,

Market Road, Cochin, PIN-682 035.

Represented by its Branch Head and Chief Manager,

Mr. Jithin Varghese

Email: br0024@sib.bank.in

... Petitioner/Financial Creditor

-Vs-

Mr. Joseph Thomas Vayalat,

Vayalat House, 6/419B, Vayalat Avenue,

VTJ Enclave, Kundannur, Maradu P.O.,

Ernakulam, Kerala – 682 304

Email: admin@vtjhyundai.com

... Respondent/Personal Guarantor

&

CP (IB)/14/KOB/2026

In the matter of:

The South Indian Bank vs. Mrs. Elizabeth Thomas

MEMO OF PARTIES:

The South Indian Bank Ltd

Ernakulam Market Road Branch,

Market Road, Cochin, PIN-682 035.

Represented by its Branch Head and Chief Manager,

Mr. Jithin Varghese

Email: br0024@sib.bank.in

... Petitioner/Financial Creditor

-Vs-

Mrs. Elizabeth Thomas,
Vayalat House, 6/419B, Vayalat Avenue,
VTJ Enclave, Kundannur, Maradu P.O.,
Ernakulam, Kerala – 682 304
Email: admin@vtjhyundai.com

... Respondent/Personal Guarantor

Coram:

HON'BLE MEMBER (JUDICIAL) : SHRI. VINAY GOEL

HON'BLE MEMBER (TECHNICAL) : SHRI RAVICHANDRAN RAMASAMY

Appearances:

For the Petitioner : Mr. A Kevin Thomas, Advocate

For the Respondents : Mr. Pranoy Harilal, Advocate

ORDER

PER CORAM

1. The South Indian Bank, the Petitioner/Financial Creditor, filed these three petitions bearing Nos. CP(IB)/12/KOB/2026, CP(IB)/13/KOB/2026, and CP(IB)/14/KOB/2026 under Section 95 of the Insolvency and Bankruptcy Code, 2016 (hereinafter referred to as “the Code”), read with Rule 7(2) of the Insolvency and Bankruptcy (Application to Adjudicating Authority for Insolvency Resolution Process for Personal Guarantors to Corporate Debtors) Rules, 2019 (“Rules”), seeking to initiate the insolvency resolution process against Mr. Thomas J. Vayalat, Mr. Joseph Thomas Vayalat, and Mrs. Elizabeth Thomas, Personal Guarantors (hereinafter referred to as “Personal Guarantors”) to the Corporate Debtor , M/s Veeteejay Motors Private Limited (hereinafter referred to as the “Corporate Debtor”), in respect of a default involving a debt amounting to Rs. 17,82,33,625.95/-.

2. The Hon'ble Supreme Court in ***Dilip B Jiwrajka Vs. Union of India & Ors. Writ Petition (Civil) No. 1281 of 2021 [(2023) ibclaw.in 147 SC]*** decided on 09.11.2023, held as follows:

*"i. No judicial adjudication is involved at the stages envisaged in Section 95 to Section 99 of the IBC;
ii. The Resolution Professional appointed under Section 97 serves a facilitative role of collating all the facts relevant to the examination of the application for the commencement of the insolvency resolution process, which has been preferred under Section 94 or Section 95. The report to be submitted to the Adjudicating Authority is recommendatory in nature on whether to accept or reject the application."*

In light of the above, the matter does not contain any adjudication on merits at this stage.

3. Counsel for the Respondents submitted that he reserves the right to raise all objections after the submission of the report of the Resolution Professional, and such permission may be given. Heard the contentions raised on behalf of the Respondents. The Respondents are entitled to take all available grounds and defences in support of their case, at an opportune time and therefore, no specific permission is required for the same. At this stage, in light of the judgment referred to above, there is no adjudication on the merits on the facts of the matter.
4. Since all these cases involve common facts and issues, they are being decided by way of this common order in order to avoid repetition, conflicting orders, and to ensure timely, judicious, and effective adjudication.

Brief Facts of the case:

5. M/s. Veetejay Motors Private Limited, the Corporate Debtor, had availed the following credit facilities from the Petitioner/Financial Creditor: Cash Credit

facility of Rs. 400 Lakhs (CC-1), Working Capital Term Loan of Rs. 750 Lakhs (WCTL-1), SIBML Overdraft facility of Rs. 200 Lakhs (OD-1), Term Loan (FSL General) of Rs. 175 Lakhs (TL-1), and Working Capital Term Loan of Rs. 2,38,19,808/- (TL-2).

6. Additionally, the Respondents/Personal Guarantors had also stood as guarantors for M/s. Veeteejay Mobikes Pvt. Ltd., another borrower, for availing a Cash Credit facility of Rs. 50 Lakhs (CC-2), Working Capital Term Loan of Rs. 225 Lakhs (WCTL-2), and SIBML Dropline Overdraft facility of Rs. 100 Lakhs (OD-2).
7. The aforesaid credit facilities were, inter alia, secured by the personal guarantees furnished by Mr. Thomas J. Vayalat, Mr. Joseph Thomas Vayalat, and Mrs. Elizabeth Thomas. The borrowers as well as the individual guarantors duly acknowledged and executed the sanction letters in token of their acceptance of the terms and conditions of the facilities. Pursuant to the sanction of the facilities, the following loan and guarantee documents were executed: –

i. Sanction letters dated 16.10.2017, 09.11.2021, 25.03.2021.

ii. Credit facility agreements dated 16.10.2017, 11.11.2021, 25.03.2021.

iii. Term loan restructuring/rescheduling Credit facility agreement dated 11.11.2021.

iv. Agreement of Guarantee dated 11.11.2021.

8. The credit facilities availed by M/s. Veeteejay Motors Pvt. Ltd. were classified as Non-Performing Assets (“NPA”) on 06.09.2023, while the credit facilities availed by M/s. Veeteejay Mobikes Pvt. Ltd. was classified as a Non-Performing Asset (“NPA”) on 12.09.2023.
9. The Petitioner issued a loan recall notice dated 21.09.2023 and simultaneously invoked the guarantees furnished by the Respondents through separate letters

of the same date. The guarantee against M/s. Veeteejay Mobikes Pvt. Ltd. was invoked on 27.09.2023. The debt due from M/s. Veeteejay Motors Pvt. Ltd. was acknowledged on 20.02.2020 and 11.11.2021, while the debt due from M/s. Veeteejay Mobikes Pvt. Ltd. was acknowledged on the same dates.

10. The Petitioner has also initiated recovery measures under Section 13(2) of the SARFAESI Act, 2002 and issued demand notices dated 18.10.203 and 19.10.2023, calling upon the borrowers/Guarantors to discharge their liabilities.
11. Since the secured assets in M/s. Veeteejay Motors Pvt. Ltd. was the general security in connected accounts, i.e., M/s. Veeteejay Mobikes Pvt. Ltd and Mrs Elizabeth Thomas, composite OA 528/2024 was filed before DRT-I, Ernakulam, on 23.03.2024 for recovery of outstanding dues in the account of corporate Debtors amounting to Rs.28,01,58,941.33 as on 22.03.2024, along with further interest and charges/costs. Subsequently, an OTS was also sanctioned by the Petitioner/Financial Creditor at the request of the Corporate Debtor/borrowers for Rs.37.00 Crores, which included the settlement of the other connected accounts of the guarantor as well. The guarantor also executed a Debt Settlement Terms dated 17.12.2024, acknowledging the debt. Though the borrower group could only remit an amount of Rs.19 Crores towards the OTS sanctioned, the entire debt could not be settled, and at present the OTS stands lapsed.
12. It is submitted that the Personal Guarantors are personally, jointly and severally liable for repayment of the amounts due as per the guarantee agreement. Hence, the Petitioner/Financial Creditor is entitled to proceed against the Personal Guarantors before this Adjudicating Authority. It is understood that the Personal Guarantors financial situation is precarious and that there are other

creditors, warranting a personal insolvency resolution process in the interest of all stakeholders.

13. The petitioner has submitted the bank statement account of Corporate Debtor for the period from 19.10.2017 to 22.03.2024, and the Record of default of Corporate Debtor filed with NeSL (information utility) evidencing default on the part of the Corporate Debtor in repayment as per the schedule.
14. The petitioner has served demand notice dated 10.03.2026 on the Personal Guarantors in Form B as required under Section 95(4)(b) of the IBC, 2016, read with Rule 7(1) of the Rules on 13.03.2026, demanding payment of the amount in default of Rs.17,22,57,712.20/- as on 28.02.2026, respectively against all the Personal Guarantors.
15. The Financial Creditor served a copy of the petitions to the Respondents/ Personal Guarantors on 23.05.2026 through e-mail.
16. The amount of default in CP(IB)/12/KOB/2026 is Rs. 17,82,33,625.95/- as on 22.05.2026 with future interest, CP(IB)/13/KOB/2026 is Rs. 17,82,33,625.95/- as on 22.05.2026 with future interest and CP(IB)/14/KOB/2026 is Rs. 17,82,33,625.95/- as on 22.05.2026 with future interest is greater than the minimum threshold of Rupees 1 crore for application under Part III of the Code. The date of default stated in Part III of these petitions are 06.09.2023 and 12.09.2023.
17. The Petitions filed on 11.06.2026 is not barred by limitation as the amount was declared as a Non-Performing Asset on 06.09.2023 and 12.09.2023, which is the date the right accrues to the Financial Creditor and the period of limitation begins to run.

18. Despite receiving all the notices, the Corporate Debtor and the Personal Guarantors have failed to repay the amount. Therefore, the Financial Creditor initiated the present proceedings under Section 95 of the Insolvency and Bankruptcy Code, 2016, before this Adjudicating Authority.
19. However, it is expected that the Resolution Professional, in light of the Judgement of **Hon'ble Supreme Court** in ***Dilip B Jiwrajka Vs. Union of India & Ors. Writ Petition (Civil) No. 1281*** [(2023) ibclaw.in 147 SC] will take care of all aspects while submitting his report, after duly considering the documents and submissions of both sides in accordance with the principles of natural justice.
20. This Adjudicating Authority has *prima facie* satisfied itself that the threshold requirements under Section 95 of the Code, pertaining to debt, default, and limitation, are met. The petitioner has established its *prima facie* case to proceed further.
21. The petitioner has proposed the insolvency professional, **Mr. Jasin Jose (IBBI/IPA-001/IP-P00695/2017-2018/11225)**, having registered address at Ponmattam, Madassery, Mookkannoor P O., Angamally, Ernakulam – 683 577. The Insolvency Professional has submitted his authorization for assignment and his certificate of registration from the Insolvency and Bankruptcy Board of India, along with the Petition and declared his eligibility to act as the Resolution Professional in Part IV of the Petition.
22. In view of the aforesaid, and the submissions of learned counsel for the petitioner, there appears to be a *prima facie* debt and default under Part III of the Code, hence we hereby **allow** these petitions with the following directions: -
- I. The interim moratorium under Section 96 of the Code stands commenced on the date of filing of these petitions by the Creditor in

relation to all the debts and will cease to have an effect on the date of admission. During such an interim moratorium period-

- a. any legal action or proceeding pending 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.

II. **Mr. Jasin Jose**, Insolvency Resolution Professional having Registration No: **IBBI/IPA-001/IP-P00695/2017-2018/11225**, having address **Ponmattam, Madassery, Mookkannoor P O., Angamally, Ernakulam - 683 577, E-mail: jasinjoseponmattam@gmail.com** is appointed as the Resolution Professional under Section 97 of the Code to carry out the insolvency resolution process of **(1) Mr. Thomas J Vayalat (2) Mr. Joseph Thomas Vayalat and (3) Mrs. Elizabeth Thomas**, Personal Guarantors to **M/s. Veetejay Motors Pvt Ltd**. The Resolution Professional is directed to submit his consent to act as Resolution Professional within 3 days of receipt of this order. The fee payable to the Resolution Professional shall be in accordance with the Insolvency and Bankruptcy Board of India Regulations/ Circulars/ Directions issued in this regard.

III. This Adjudicating Authority also directs an advance payment of **Rs. 1,00,000/- (Rupee One Lakhs only)** to be paid by the Petitioner/Creditor to the Resolution Professional immediately to initiate the process, which shall be adjusted towards the fee and expenses payable to the Resolution Professional.

IV. The Resolution Professional shall examine the application filed under Section 95 of IBC, 2016, within 21 days of appointment and submit a report to this Adjudicating Authority recommending approval or rejection of the application, along with reasons for the recommendation.

- V. The Resolution Professional shall exercise all the powers as enumerated under Section 99 of the Code, read with Rules made thereunder. The Resolution Professional shall provide a copy of the report under sub-section 7 of Section 99 to the Creditor as soon as the same is filed before this Adjudicating Authority.
- VI. The Resolution Professional to examine an application may seek such further information or explanation in connection with the application under section 99(4) 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. The persons from whom information or explanation is sought shall furnish such information or explanation within seven days of receipt of the request.
- VII. The Registry is hereby directed to send e-mail copies of this order forthwith to the creditor, personal guarantors, corporate debtor, and the Resolution Professional. The Registry shall place a compliance report of this direction in this file.
- VIII. List these company petitions along with the report of the Resolution Professional under Section 99 of IBC, 2016, for further consideration on **13.07.2026**.

Sd/-
RAVICHANDRAN RAMASAMY
(MEMBER TECHNICAL)

Sd/-
VINAY GOEL
(MEMBER JUDICIAL)

Signed on this the 17th day of June 2026.

JL/Steno