

**NATIONAL COMPANY LAW TRIBUNAL
HYDERABAD BENCH
SPECIAL BENCH (Video Conference)**

**CORAM: HON'BLE SHRI K ANANTHA PADMANABHA SWAMY – MEMBER JUDICIAL
HON'BLE DR.BINOD KUMAR SINHA-MEMBER TECHNICAL**

ATTENDANCE-CUM-ORDER SHEET OF THE HEARING OF NATIONAL COMPANY LAW
TRIBUNAL, HYDERABAD BENCH, HELD ON 01.01.2021 AT 11:00 AM THROUGH VIDEO CONFERENCE

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| TRANSFER PETITION NO. | |
| COMPANY PETITION/APPLICATION NO. | CP (IB)No.813/7/HDB/2019 |
| NAME OF THE COMPANY | KSK Water Infrastructure Pvt Ltd |
| NAME OF THE PETITIONER(S) | Punjab National Bank |
| NAME OF THE RESPONDENT(S) | KSK Water Infrastructure Pvt Ltd |
| UNDER SECTION | 7 of IBC |

Counsel for Petitioner(s):

| Name of the Counsel(s) | Designation | E-mail & Telephone No. | Signature |
|------------------------|-------------|------------------------|-----------|
| | | | |

Counsel for Respondent(s):

| Name of the Counsel(s) | Designation | E-mail & Telephone No. | Signature |
|------------------------|-------------|------------------------|-----------|
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ORDER

1. Matter taken up for hearing through video conference.
2. Mr. S. Ravi, senior counsel for the Financial Creditor and Mr. Maharshi Viswaraj, counsel for the Respondent/Corporate Debtor appeared through video conference.
3. Heard submissions.
4. CP(IB) No. 813/7/HDB/2019 is disposed as admitted vide separate orders.


MEMBER TECHNICAL


MEMBER JUDICIAL

**IN THE NATIONAL COMPANY LAW TRIBUNAL
HYDERABAD BENCH, HYDERABAD**

CP (IB) No.813/7/HDB/2019
U/s. 7 of the Insolvency and Bankruptcy Code, 2016,
Read with Rule 4 of the Insolvency and Bankruptcy
(Application to Adjudicating Authority) Rules, 2016.

In the matter of:-
**M/s. KSK WATER INFRASTRUCTURES
PRIVATE LIMITED**
(CIN:U41000TG2009PTC062890)

Between:

Punjab National Bank
Large Corporate Branch
House No.8-2-672,
4th Floor, Sufi Chambers,
Road No.1, Banjara Hills,
Hyderabad – 500 034.

...Financial Creditor/
Petitioner

And

M/s. KSK Water Infrastructures Private Limited
Having its Regd. Office at #8-2-293/82/A/431/A,
Road No.22, Jubilee Hills, Hyderabad-500033,
Telangana.

...Corporate Debtor/
Respondent

Date of Order: 01.01.2021

**Coram: Shri. K. Anantha Padmanabha Swamy, Member Judicial.
Dr. Binod Kumar Sinha, Member Technical.**

Parties/Counsel Present:

For the Financial Creditor/
Petitioner

: Mr. S. Ravi, Senior counsel along
with Mr. Ramana Rao Y.V.
counsel.





For the Corporate Debtor/
Respondent : Mr. Maharishi Viswaraj, counsel

Per: K. Anantha Padmanabha Swamy, Member Judicial

ORDER

1. Under consideration is Company Application filed by M/s. Punjab National Bank (in short, “**Petitioner/Financial Creditor**”) against M/s. KSK Water Infrastructures Private Limited (in short, “**Respondent/Corporate Debtor**”) under section 7 of the Insolvency and Bankruptcy Code, 2016 (in short, **IB Code, 2016**) read with Rule 4 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016 (for brevity, **IB Rules, 2016**).
2. The background facts of the case are as hereunder:
 - a) That the Corporate Debtor is engaged in setting up an Infrastructure and Pipeline for transportation of 100 MCM water (63 MCM from Seorinarayan Anicut and 37 MCM from Basantpur Anicut) annually from river Mahanadi to the 3600 MW Power Plant set up by KSK Mahanadi Power Company Limited at Village Nariayara, District Janjgir, Champa, Chattisgarh at an estimated cost of Rs.679.19 crores subsequently escalated to Rs.879.66 crores in 2014.
 - b) That the Corporate Debtor has been financed by the Financial Creditor as Lead Bank and Central Bank of India, Indian Overseas Bank, Oriental Bank of Commerce & Punjab & Sind Bank as member Banks. Initially in 2011 – 12 Term Loans aggregating to Rs.507 crores and in the year 2014 Additional Term Loans aggregating to Rs.136.84 crores were sanctioned and allowed.
 - c) That the account of the Corporate Debtor was categorized as a Non-Performing Asset as on 09.03.2018, as the Corporate Debtor defaulted in payment of monthly interest for the period from 01.11.2017 onwards and also failed to repay the loan instalments due on 31.03.2018 amounting to Rs.26.09 crores.
 - d) That the Default notice addressed to the Corporate Debtor by the Financial Creditor in its capacity as Facility Agent for itself and the

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other Lenders of the consortium (Term Lending Banks), brought to the notice of the Corporate Debtor as to its default in payment of overdue amount of Rs.26.09 crores as on 31.03.2018 towards repayment of Term Loan instalments due to the Term Lending Banks; and called upon the Corporate Debtor to pay the said overdue amounts to the Term Lenders forthwith and in any case, not later than 3 days and stating that in default recovery steps shall be taken against the Corporate Debtor.

- e) That the Corporate Debtor did not make any payments to regularize its Loan Accounts. The Financial Creditor issued a Notice dated 23.05.2018 U/s. 13 (2) of the SARFAESI Act, 2002 upon the Corporate Debtor and guarantors demanding repayment of the outstanding balance of Rs.175,55,13,936.30 as on 31.03.2018 and with all unpaid interest calculated from 01.11.2017 till payment on the balance from time to time outstanding in the account.
- f) That the repayment of the debts are secured by Hypothecation of assets and Mortgage of property of the Corporate Debtor besides Mortgage of Lease hold factory, land and building, Plant & Machinery of KSK Mahanadi Power Company Limited and also by pledge of equity of the Corporate Debtor standing in the name of KSK Mahanadi Power Company Limited; Corporate Guarantees of KSK Energy Private Limited and M/s Sai Wardha Power Generation Limited; and personal guarantees of Directors (of the Corporate Debtor) Kolluri Ayyappa Sastry and Mr. Kishore Sethuraman.
- g) That KSK Mahanadi Limited is holding 11,22,00,000 equity shares along with its nominee constituting 100% of shareholding in the Corporate Debtor company and 12,58,00,000 warrants convertible into equal numbers of equity shares of Rs.10/- each. KSK Mahanadi Ltd., has pledged 5,72,22,000 equity shares of the Corporate Debtor company to the Applicant Financial Creditor Bank. The Corporate Debtor and the KSK Mahanadi Ltd, adopted and passed resolutions in the meeting of their respective Boards of Directors on 19.05.2018 agreeing for sale of the shares and have executed and delivered to the

Applicant an Undertaking dated 21.05.2018 giving their irrevocable consent to the Applicant Financial Creditor Bank and other Lender Banks for sale of the shares and also undertaking to find an investor.

3. The Financial Creditor filed the following documents to prove the existence of financial debt.

- i. Sanction letter issued by Applicant Bank (PNB) to the Corporate Debtor Company for Term Loan of Rs.150 Crores.
- ii. Master Undertaking executed by the Corporate Debtor in favour of the Applicant Bank for Term Loan of Rs.150 Crores.
- iii. Hypothecation of Assets to secure Term Loans executed by the Corporate Debtor in favour of the Applicant Bank for Terms Loan of Rs.150 Crores.
- iv. Common Loan Agreement between the Corporate Debtor and the Applicant Bank and other consortium Lenders for Rupee Term Loans of Rs.507 Crores.
- v. Facility Agent Agreement between the Corporate Debtor and the Applicant Bank and other consortium Lenders for Rupee Term Loans of Rs.507 Crores for appointment of the Applicant PNB as facility Agent.
- vi. Escrow Account Agreement between the Corporate Debtor and the Applicant Bank for itself and as Facility Agent, Security Agent and Escrow Agent for other consortium Lenders for Rupee Term Loans of Rs.507 Crores.
- vii. Balance and security confirmation Letter signed on behalf of the Corporate Debtor for Term Loan A/c. No.443700IC00000774.
- viii. Supplementary Agreement to the Common Loan Agreement dated 12.04.2012 between the Corporate Debtor and the Applicant Bank.
- ix. Undertaking of Corporate Debtor in terms of sanction for ATL of Rs.40.50 Cr.
- x. Amended and restated Common Loan Agreement for Rs.643.84 Cr comprising original Debt of Rs.507 Cr and Additional Debt of Rs.136.84 Cr between the Corporate Debtor and the Applicant and other consortium Lender Banks.





- xi. Amended and restated Facility Agent Agreement between the Corporate Debtor and the Applicant and other consortium Lender Banks.
- xii. Amendment Agreement to the Amended and Restated Common Loan Agreement between the Corporate Debtor, Applicant Bank as security Agent and Defendant No.9 Oriental Bank of Commerce.
- xiii. Balance and Security Confirmation Letter executed by the Corporate Debtor for Term Loan A/c. 443700IC00001306.
- xiv. Default Notice issued by Applicant Bank.
- xv. Notice u/s. 13(2) of the SARFEASI Act, 2002 upon the defendant 1 to 6 by Applicant Bank.
- xvi. Recall Notice issued by Applicant Bank to the Corporate Debtor.
- xvii. Letter of confirmation (Memorandum) of Mortgage of Schedule properties standing in the name of the Sai Wardha Power Generation Limited (Wardh) to secure Term Loan of Rs.150 Crores sanctioned by the Applicant to the Corporate Debtor.
- xviii. Letter of confirmation (Memorandum) of Mortgage of Schedule properties standing in the name of the Sai Wardha Power Generation Limited (Wardha) to secure Term Loans aggregating to Rs.507 Crores sanctioned to the Corporate Debtor.
- xix. Certificate of Modification dated 12.04.2012 for corporate guarantee and for extension of Mortgage for Rs.507 Crores.
- xx. Certificate of Modification dated 31.12.2014 for mortgage security extension by Sai Wardha Power Generation Limited.
- xxi. Statement of Account with certificate under section 2A of Bankers Books Evidence Act.

Reiterating the above averments, the counsel for the Financial Creditor prayed to admit the petition.

4. Respondent filed counter, inter-alia, stating as under:-

- a) That the Respondent is a Public Limited Company incorporate under the Companies Act, 1956 having its registered office at 8-2-293/82/A/431/A, Road No.22, Jubilee Hills, Hyderabad.

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-SLL-

- b) That the Corporate Debtor had entered into Water Transportation Agreement dated 15.09.2011 with KMPCL for setting up Infrastructure & Pipeline for transportation of 100 MCM water i.e., 63 MCM from Seorinarayan Anicut and 37 MCM from Bsanpur Anicut and water supply annually from river Mahanadi (herein after referred to as Project) for KMPCL's power plant which was being developed with a capacity of 3600 MW at Village Nriyara, District Janjgir. The purpose was for setting up the infrastructure for storage of water by constructing a reservoir and pipeline for transportation of water to KMPCL.
- c) In this regard the Corporate Debtor approached the Financial Creditor for financing the said project in accordance with the project information memorandum and it was agreed that the loan/facilities disbursed/to be disbursed by the Financial Creditor under the various agreements are to be utilized by the Corporate Debtor for the said project.
- d) That the cost for the proposed project was estimated at Rs.679.19 crores and was proposed to be financed through debt amount of Rs.507.00 crores availed from various banks and the remaining as equity. For the development of the Project, the Corporate Debtor has availed various credit facilities from the Financial Creditor which is part of the consortium of five Banks wherein the amount of Rs.507 crores was availed on the basis of the terms and conditions as stipulated in the Common Loan Agreement dated 12.04.2012 and other financing documents.
- e) That subsequently, as there was enhancement in the cost of the project due to extension of the commercial operation date (COD) from Rs.679.9 crores to Rs.879.66 crores, the Corporate Debtor had requested all the lenders including the Financial Creditor to part finance the increased project cost and accordingly the additional rupee loan was sanctioned to an extent of Rs.136.84 crores in terms of the respective sanction letters of the lenders.

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- f) As a result and in order to record the revised terms of the extension of COD and change in the repayment schedule and other terms and conditions in terms of the respective sanction letters, the Amended and Restated Common Loan Agreement dated 30.12.2014 along with other financing documents came to be executed. Thus, Corporate Debtor had availed a total debt of Rs.643.84 crores by way of loan from the lenders.
- g) That RBI had come out with a new circular with regard to infrastructure and core industries. The Reserve Bank of India issued the circular containing the guidelines/procedure on "Flexible Structuring of Long Term Project Loans to Infrastructure and Core Industries" vide circular No. BP.BC.53/21.04.132/2014-15 dated 15.07.2014 and circular No.DBR.No.BP.BC.53/21.04.132/2014-15 dated 15.12.2014 as amended, modified and supplemented from time to time. Under the said circular it is mentioned that the infrastructure and core industries project have a long gestation periods and large capital investments. The repayment period for loans to such sectors should be corresponding to their gestation period of cash flows. The Banks were unable to provide such long tenure financing due to asset-liability mismatch issues. Banks were restricting their financé to a maximum period of 12-15 years, which strains the viability of the project. RBI's 5:25 scheme enabled Banks to provide longer repayment period to infrastructure and core industry projects. The said scheme was called as "Flexible Structuring of Long Term Project Loans to Infrastructure and Core Industries." As per the 5:25 flexible structuring scheme, the banks are allowed to fix longer amortization period of the project, with periodic refinancing, say every 5 years.
- h) That pursuant to and in terms of the RBI Circular, the Corporate Debtor requested the lenders party to the Amended and Restated Common Loan Agreement for flexible structuring of the debt amounting to Rs.595,86,00,000/- and the Lenders i.e., Punjab National Bank, Financial Creditor and Oriental Bank of Commerce agreed to sanction the flexible structuring of balance principal amount

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as on 01.06.2016 for their share of debt amounting to Rs.293,83,00,000/- out of the above said amount and agreed to extend the residual tenure of the debt by modifying the repayment schedule of the existing debt and provided for periodic refinancing in terms of the aforesaid RBI circular on the basis of the respective sanction letters. Accordingly, the lenders namely Punjab National Bank, Financial Creditor and Oriental Bank of Commerce executed the Amended and Restated Common Loan Agreement dated 28.04.2017 with the Corporate Debtor. The sanctions of the remaining lenders party to the Amended and Restated Common Loan Agreement were not in place and were awaited. Thereon, the remaining amount of Rs.302,03,00,000/- remained to be duly structured in terms of the Amended Agreement pursuant to receipt of sanction letters of remaining senior lenders. It was agreed that the remaining lenders to the Amended and Restated Common Loan Agreement would be made party to the Amended Agreement through execution of Deed of accession which they subsequently executed in 2017-2018.

- i) That the Corporate Debtor has diligently tried to fulfil its commitment under various facility agreements, but for certain unavoidable facts and circumstances surrounding the completion of the project with regard to cash flows, and issues pertaining to KMPCL which is the sole consumer of water facility from Corporate Debtor and other such mitigating factors beyond the control of Corporate Debtor has resulted in delay in repayment of the term loan amounts.
- j) That the Corporate Debtor is totally dependent on KMPCL as the entire water project was envisaged for the power project of the KMPCL. Further the overall performance of the Corporate Debtor purely depends upon the performance of KMPCL as the revenues for Corporate Debtor's water project have to come from the power project as KMPCL is the sole consumer to Corporate Debtor. As a subsequent event, now with KMPCL under corporate insolvency process with effect from 03.10.2019, the overall position of the Corporate Debtor has all the more deteriorated.

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- k) That the Financial Creditor on behalf of the consortium has invoked the Corporate Guarantee of Sai Wardha Power Generation Limited (SWPGL) on account of the default. In the meanwhile, SWPGL was admitted into insolvency proceeding vide NCLT Hyderabad's judgement dated 09.11.2018. During the process, the Financial Creditor has already filed claim for total amount of Rs.205,02,05,879/- and the said claim has been admitted by Resolution Professional as per the Information available in public domain.
- l) That KMPCL is already under Corporate Insolvency Process and the moratorium has commenced with effect from 03.10.2019. The Financial Creditor has also filed its claim before the Resolution Professional which includes the amount mentioned as default in the present petition and has also filed its claim for same amount for recovery before the Hon'ble Debts Recovery Tribunal. The Financial Creditor has filed its claim before the IRP for a sum of Rs.1490,90,15,292/- and a sum of Rs.1490,31,99,698.52/- is already admitted which includes the amount claimed as default vide this Petition.
- m) That it is an admitted fact that the Corporate Debtor has availed financial facilities from the Financial Creditor for implementation of its project. However, due to reasons beyond the control of the Corporate Debtor, the servicing of financial facilities could not be done regularly; as per the financial facilities agreements and the same was neither willful nor wanton.

Reiterating above, counsel for the Petitioner prayed this Adjudicating Authority to take the above mentioned facts into consideration while adjudicating the matter in the interest of justice and pass such other order/orders as this Adjudicating authority may deem fit in the facts and circumstances.

5. Heard both sides and perused the record.



6. It is the case of the Applicant that it has sanctioned term loan and additional term loan to the Corporate Debtor to the tune of Rs. 190.50 Crores on 20.09.2011 and 22.09.2014 respectively and an amount of Rs. 212,28,35,949.46 as on 01.02.2019 is due and payable by the Corporate Debtor. Corporate Debtor in its counter has nowhere denied the debt and default of the same. However they have raised an objection against admission of the instant application filed u/s 7 of the Code against the Corporate Debtor in view of the fact that the Applicants herein have already lodged their claim for the same debt due from the Corporate Debtor before the IRP/RP of two of the Corporate Guarantors for the Corporate Debtors. It is stated that the Financial Creditor has filed its claim before the IRP of M/s KSK Mahanadi Power Company Ltd., for a sum of Rs.1490,90,15,292/- and a sum of Rs.1490,31,99,698.52/- has already been admitted which includes the amount claimed as default vide this Petition. Similarly, the Financial Creditor has invoked the Corporate Guarantee of Sai Wardha Power Generation Limited (SWPGL) on account of the default on behalf of the consortium and in the meanwhile, SWPGL was admitted into insolvency proceeding vide this Adjudicating Authority's judgement dated 09.11.2018. During the process, the Financial Creditor has already filed claim for total amount of Rs.205,02,05,879/- and the said claim has been admitted by Resolution Professional as per the information available in public domain.
7. The Respondents contend that since the aforesaid claims have already been admitted in the CIRP of the two Corporate Guarantors, admission of the instant application would give rise to duplication of such claims which relate to same set of debts and default.
8. We have given due consideration to the above contention. It is pertinent to note here that in a very recent judgement dated 24.11.2020 in the case of SBI vs M/s Athena Energy Ventures Ltd.,(Company Appeal (AT) (Ins) No.633 of 2020), Hon'ble National Company Law Appellate Tribunal have categorically held as under:

"15. The learned Counsel for the Appellant is relying on the above observations of the ILC to argue that the Creditor cannot be restrained from initiating CIRP against both the Principal Borrower as well as the surety and also maintaining the same. The learned Counsel submitted that when remedy is available

against both, Application can be maintained against both and only at the stage of disbursement, adjustment may have to be made.

16. We find substance in the arguments being made by the learned Counsel for Appellant which are in tune with the Report of ILC. The ILC in para – 7.5 rightly referred to subsequent Judgement of “Edelweiss Asset Reconstruction Company Ltd. v. Sachet Infrastructure Ltd. and Ors.” dated 20th September, 2019 which permitted simultaneously initiation of CIRPs against Principal Borrower and its Corporate Guarantors. In that matter Judgment in the matter of Pirmal was relied on but the larger Bench mooted the idea of group Corporate Insolvency Resolution Process in para – 34 of the Judgement. The ILC thus rightly observed that provisions are there in the form of Section 60(2) and (3) and no amendment or legal changes were required at the moment. We are also of the view that simultaneously remedy is central to a contract of guarantee and where Principal Borrower and surety are undergoing CIRP, the Creditor should be able to file claims in CIRP of both of them. The IBC does not prevent this. We are unable to agree with the arguments of Learned Counsel for Respondent that when for same debtclaim is made in CIRP against Borrower, in the CIRP against Guarantor the amount must be said to be not due or not payable in law. Under the Contract of Guarantee, it is only when the Creditor would receive amount, the question of no more due or adjustment would arise. It would be a matter of adjustment when the Creditor receives debt due from the Borrower/Guarantor in the respective CIRP that the same should be taken note of and adjusted in the other CIRP. This can be conveniently done, more so when IRP/RP in both the CIRP is same. Insolvency and Bankruptcy Board of India may have to lay down regulations to guide IRP/RPs in this regard.”

9. Following the guidance available in the Hon'ble NCLAT's judgement *supra*, we observe that the instant Application is maintainable and proceed to decide the question regarding it's admission.
10. In the present case, this Adjudicating Authority is satisfied with the submissions put forth by the Petitioner/Financial Creditor regarding existence of 'financial debt' and occurrence of 'default'. Further, the Financial Creditor has fulfilled all the requirements as contemplated under IB Code in the present Company Petition and has also proposed the name of IRP after obtaining his written consent in Form-2. In view of the above, this Adjudicating Authority is inclined to admit the petition.



11. The instant petition is hereby admitted and this Adjudicating Authority Orders the commencement of the Corporate Insolvency Resolution Process which shall ordinarily get completed as per the time line stipulated in section 12 of the IB Code, 2016, reckoning from the day this order is passed.
12. This Adjudicating Authority hereby appoint Mr. B. Naga Bhusan, having *IP Regn. No. IBBI/IPA-001/IP-P00032/2016-2017/10085* (IRP) as the name proposed by the Financial Creditor and his name is reflected in IBBI website. He has also filed his written consent in Form - 2. He is directed to submit a valid Authorization for Assignment (AoA) within three (3) days of this order. The IRP is directed to take charge of the Respondent/Corporate Debtor's management immediately. He is also directed to cause public announcement as prescribed under Section 15 of the I&B Code, 2016 within three days from the date of this order, and call for submissions of claim in the manner as prescribed.
13. This Adjudicating Authority hereby declares the moratorium which shall have effect from the date of this Order till the completion of corporate insolvency resolution process for the purposes referred to in Section 14 of the I&B Code, 2016. We order to prohibit all of the following, namely:
 - 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 (54 of 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.
 - e) Notwithstanding anything contained in any other law for the time being in force, a license, permit, registration, quota, concession, clearances 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, concessions, clearances or a similar grant or right during the moratorium period.

14. However, the supply of essential goods or services of the Corporate Debtor shall not be terminated or suspended or interrupted during moratorium period. Further, the provisions of Sub-section (1) of Section 14 shall not apply to such transactions, as notified by the Central Government.
15. The IRP shall comply with the provisions of Sections 13(2), 15, 17 & 18 of the Code. The directors, Promoters or any other person associated with the management of Corporate Debtor are directed to extend all assistance and cooperation to the IRP as stipulated under Section 19 and for discharging his functions under Section 20 of the I&B Code, 2016.
16. The Petitioner/Financial Creditor as well as the Registry is directed to send the copy of this Order to IRP so that he could take charge of the Corporate Debtor's assets etc. and make compliance with this Order as per the provisions of I&B Code, 2016.
17. The Registry is also directed to communicate this Order to the Financial Creditor and the Corporate Debtor.
18. The Registry is also directed to send a copy of this order to concerned RoC for updating the status of the Corporate Debtor in the MCA website.
19. The address details of the IRP are as follows:-
Mr.B.Naga Bhusan,
Reg.No. IBBI/IPA-001/IP-P00032/2016-2017/10085
1-1-380/38, Ashok Nagar Extension,
Hyderabad – 500 020
Email : nagabhusanca@gmail.com
20. The present Petition bearing CP (IB) No.813/7/HDB/2019 is hereby admitted.


Dr. BINOD KUMAR SINHA
MEMBER TECHNICAL


K. ANANTHA PADMANABHA SWAMY
MEMBER JUDICIAL