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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

\+ W.P.(C) 9678/2015

M/S NEELNANDAN PLOYMERS LTD. ..... Petitioner

Represented by: Dr.Amit George, Advocate with Mr.Swaropp George and Ms.Rajsree Ajay, Advocates

versus

APPELLATE AUTHORITY FOR INDUSTRIAL AND FINANCIAL RECONSTRUCTION AND ANR ..... Respondents

Represented by: Mr.Vijay Joshi, Advocate for R-1 Ms.Meera Kaura Patel, Advocate with Mr.Ashish Asthawadi, Advocate for R-2

CORAM:
HON'BLE MR. JUSTICE PRADEEP NANDRAJOG
HON'BLE MS. JUSTICE MUKTA GUPTA

O R D E R

% **01.04.2016**

1. Registered as a sick industrial undertaking before BIFR on May 28, 2010, in spite of numerous opportunities granted the writ petitioner could not present a workable scheme for its revival and the order dated November 07, 2013 passed by BIFR shows that in driblets the petitioner offered one time settlement to some secured creditors who accepted the same. Payments were made.

2. The petitioner was left with Gujarat State Financial Corporation as the largest secured creditor but no satisfactory one time settlement proposal or a scheme for revival could be projected by the petitioner.

3. Two loans in sum of ₹7.7 crores and ₹7 crores, the first for purchase of machinery and the second towards working capital and a credit facility of up to one crore was availed of by the petitioner somewhere in the year 2000. Total benefit obtained by the petitioner from the Corporation was ₹15.7 crores. Not a penny towards principal or interest has been paid. Together with interest and penal interest the amount has swollen to over ₹150 crores today.

4. To test the petitioner on simple proposal we put it to learned counsel for the petitioner whether the principal sum availed of in the year 2000 in sum of ₹15.7 crores can be repaid over instalments spread over five years and the Corporation to forego entire interest, as a part of package of petitioner's revival.

5. Learned counsel for the petitioner states that the petitioner is unable to accept such a proposal. Learned counsel for the Corporation has shown us correspondence as per which the Corporation agreed to settle the issue by receiving one time lump sum payment in sum of ₹3.88 crores. Even this is not acceptable to the petitioner.

6. The simple thing we point out is that the petitioner which took a loan/credit of ₹15.7 crores in the year 2000 is unable to accept an offer to satisfy the debt by paying 1/5th of the principal sum i.e. ₹3.88 crores and therefrom a deduction needs to be drawn that the petitioner has no worthwhile scheme of rehabilitation to be presented.

7. While dismissing the writ petition we note that BIFR had made a reference for petitioner to be wound up and the High Court is not bound to wind up the petitioner. If the petitioner has a credible scheme it can present the same to the learned company Judge.

8. The petition is dismissed.

9. No costs.

CM No.23139/2015

Dismissed as infructuous.

PRADEEP NANDRAJOG, J.

MUKTA GUPTA, J.

APRIL 01, 2016
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