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

\+ O.M.P.(I) (COMM.) 446/2025

DAY1 ADVISORS PRIVATE LIMITED AND ORS .....Petitioners

Through: Mr Debarshi Dutta, Mr Trinath Tadakamalla, Mr Rajat Pradhan, Mr Arjun Mookerjee, Mr Shivam Tiwari, Advs.

versus

CATALYST TRUSTEESHIP LIMITED AND ORS .....Respondents

Through: Dr Abhimanyu Chopra, Mr. Vivek Shetty, Ms. Harsha Uppal, Mr. Dhaval Vohra and Mr Kushagra Jain, Advs for R-1.

CORAM:
HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

O R D E R

% **04.11.2025**

I.A. 27246/2025

1. The instant application has been filed on behalf of Respondent No.1 seeking modification of Paragraph 8, 9 and 18 of the Judgment dated 30.10.2025 passed by this Court.

2. Paragraph 8, 9 and 18 of the said Judgment read as under:-

> *"8. It is stated that on 11.08.2025, the Respondent No. 2 subscribed to additional non-convertible debentures. In lieu of the same, Petitioner No. 1 issued additional 300 unlisted, unrated, fully paid-up, secured, redeemable non-convertible debentures of the face value of Rs.1,00,000/- each, aggregating to Rs. 3,00,00,000/- which were categorized as Series B*

Debentures.

9. To secure the Series B Debentures, the Deed of Pledge was amended and Restated Deed of Pledge dated 11.08.2025 was executed between the parties. The Respondent No. 1 alleging that the Petitioner No.1 has committed default in the manner of repayment of the loan as laid down in the Deed, issued notice on 23.10.2025/Impugned Notice.

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18. He also states that even according the Petitioner, the Petitioner has taken loans from Opus Software Solutions Private Limited, Aquilon Capital Emerging Fund I, and G.K. 91 Private Limited, by pledging the shares of Respondent No.4. Since an amount of Rs. 14.1 crore is outstanding out of the total Rs. 15 crore which has not been paid to G.K. 91, the Company has invoked the pledge."

3. It is stated by learned Counsel for Respondent No.1 inadvertently there are certain factual errors in the aforementioned paragraphs. The same stands corrected accordingly.

4. Paragraph 8, 9 and 18 of the said Judgment will now read as under:-

"8. The Petitioners have stated that on 11.08.2025, the Respondent No. 2 subscribed to additional non-convertible debentures. In lieu of the same, Petitioner No. 1 issued additional 300 unlisted, unrated, fully paid-up, secured, redeemable nonconvertible debentures of the face value of Rs.1,00,000/- each, aggregating to Rs. 3,00,00,000/- which were categorized as Series B Debentures. However, the same is contested by Respondent Nos. 1 and 2, who stated that the Series B Debentures were in fact never issued.

9. The Petitioners have stated that to secure the Series B Debentures, the Deed of Pledge was amended and Restated Deed of Pledge dated 11.08.2025 was executed between the parties. However, the same is contested by Respondent Nos. 1 and 2, who stated that the Series B Debentures were in fact never issued.

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18. He also states that even according the Petitioner, the Petitioner has taken loans from Opus Software Solutions Private Limited, Aquilon Capital Emerging Fund I, and G.K. 91 Private Limited, by pledging the shares of Respondent No.4. Since an amount of Rs. 14.1 crore is outstanding out of the total Rs. 15 crore which has not been paid to G.K. 91 Private Limited had invoked the pledge." "

5. With these observations, the application is disposed of.

SUBRAMONIUM PRASAD, J

NOVEMBER 4, 2025

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