

**THE NATIONAL COMPANY LAW TRIBUNAL  
PRINCIPAL BENCH  
AT NEW DELHI**

**Company Petition No. (IB) - 438(PB)/2018**

**Under Section 7 of the Insolvency and Bankruptcy Code,  
2016**

In the matter of:

M/s Indian Overseas Bank

... Applicant/Financial Creditor

V.

Pixion Media Private Limited

...Respondent / Corporate Debtor

*Judgment delivered on: **09.10.2018***

**CORAM:**

**CHIEF JUSTICE (Rtd.) M.M. KUMAR, Hon'ble President**

**Mr. S. K. MOHAPATRA, Hon'ble Member (T)**

For Applicant Company: Mr. Kaaran Khanna, Advocate

For Respondent Company: Mr. Joby P. Varghase,  
Mr. Aby P. Varghese and  
Mr. Shahid Akhtar, Advocates

**ORDER****S. K. Mohapatra, Member**

1. Indian Oversea Bank, claiming as the financial creditor, has filed the instant application under Section 7 of the Insolvency and Bankruptcy Code, 2016 (for brevity 'the Code') read with rule 4 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016 (for brevity 'the Rules') with a prayer to trigger Corporate Insolvency Resolution Process in respect of respondent company M/s Pixion Media Private Limited, referred to as the corporate debtor.

2. The Respondent Company M/s Pixion Media Private Limited (CIN No. U 92112 DL 1986 PTC 025695) against whom initiation of Corporate Insolvency Resolution Process has been prayed for, was incorporated on 07.10.1986 having its registered office at 1/5783, Balbir Nagar, Shahdara, Delhi East, Delhi - 110032. Since the registered office of the respondent corporate debtor is in NCT of Delhi, this Tribunal having territorial



jurisdiction over the same is the Adjudicating Authority in relation to the prayer for initiation of Corporate Insolvency Resolution Process in respect of respondent corporate debtor under sub-section (1) of Section 60 of the Code.

3. It is appropriate to mention that the applicant Indian Overseas Bank is a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 having its registered office 763, Anna Salai, Chennai - 600002.

4. Mr. M. Ravindran Menon, authorized representative of the applicant and working as Asst. General Manager has preferred the present application on behalf of the applicant Indian Overseas Bank for initiation of Corporate Insolvency Resolution Process against the respondent corporate debtor in terms of the provisions of the Code.

5. The applicant initially has proposed the name of Mr. Hemant Sharma, for appointment as interim

resolution professional. Subsequently, the applicant proposed the name of Mr. Anil Kumar having registration no. IBBI / IPA-001 / IP-P00144 / 2017-18 / 10308, resident of 303, Chandra GHS Limited, Golf Course Road, Plot No. 64, Sector 55, Gurgaon, Haryana-122011, email id; anil2566@gmail.com, for appointment as interim resolution professional. Mr. Anil Kumar has agreed to accept appointment as the IRP and has signed a communication dated 27.08.2018 in Form 2 in terms of Rule 9(1) of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016. There is a declaration made by him that no disciplinary proceedings are pending against him in Insolvency and Bankruptcy Board of India or elsewhere. In addition, further necessary disclosures have been made by Mr. Anil Kumar as per the requirement of the IBBI Regulations. Accordingly, he satisfies the requirement of Section 7 (3) (b) of the Code.

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6. It is the case of the applicant that in the year 2010 the respondent corporate debtor approached the applicant bank for sanction of term loan. By that time the corporate debtor was already availing credit facilities from a number of financial institutions. The applicant financial creditor after perusing the documents and information as submitted by the Corporate Debtor, sanctioned a term Loan to the extent of Rs. 60.00 crores, which was subsequently brought under the consortium of bank.

7. However, soon after the Joint documentation the Corporate Debtor started committing default in servicing of the interest and committed default in repayment of loan. Consequently the account of the Corporate Debtor was declared as a Non Performing Asset on 02.03.2012 in terms of RBI guidelines.

8. Particulars of Financial Debt as mentioned by the applicant bank in Part – IV of the application are enumerated below:

1.	Total amount of debt granted date(s) of disbursement.	Date of Sanction : 19.11.2010 Disbursement: Rs. 60,00,00,000/- (Sixty Crores only)
2.	Amount claimed to be in default and the date on which the default occurred (attach the workings for computations of amount and days of default in tabular form)	Amount claimed as on 31.03.2018: Rs. 177,00,28,591.80 NPA date: 02.03.2012

9. In order to secure the loan amount the following three immovable properties owned by the respondent corporate debtor were held as security in favour of the applicant bank. The detail particulars of the securities as given in the application are furnished below:



- *Property at Mumbai bearing No. Unit o. 1 to 7, admeasuring about 6000 sq. Ft., I.e., 557.62 sq. Mtrs build up area on thereabout the 21st floor (slab level 20th of the building known as Lotus Nilkamal Business Park, alongwith the exclusive right to use the entire terrace portion including water tank and 2 toilets and 12 designated car parks at podium level of the said building situated at plot C-18, C-19, C-20 and C-21 and corresponding city survey nos. 639, 64, 641, 642at village Oshiwara, Andheri West, Mumbai - 400 053.*
- *Property at Mumbai bearing No. Unit No. 1 and 2, on 7th floor (Slab level 7) admeasuring about 3000 sq. Ft., build up area alongwith exclusive maintenance rights of the refuge area adjacent thereto and 5 designated - car parks at podium level of the building known as Louts Nilkamal Business Park situated at plot C-18, C-19, C-20 and C-21 and corresponding city survey nos. 639, 640, 641, 642 at village oshiwara, andheri West, Mumbai - 4000 053 together with all the buildings and structures thereon, fixtures, fittings and all plant and machinery attached to the earth or permanently fastened to anything attached to the earth.*
- *Property 23669 sq. Ft. Of built up area on the 6th floor of the building known as jayanth Tech Park together with 2072 sq. Feet terrace space, 10 covered car park spaces and 8.025 undivided share of the land of an area of 2.183 acres comprised in old survey nos. 32, 33/2 and 33/3, New Survey Nos. 33/2B, 33/3B, 32/2C1 and*

*32/2 C4 of Nandambakkam Village, Tambaran Taluk, Kanchipuram District, Chennai together with all the buildings and structure thereon, fixtures, fittings and all plant and machinery attached to the earth or permanently fastened to anything attached to the earth.*

10. The applicant bank has relied upon the following loan documents executed between the parties in respect to the financial facility sanctioned to the respondent corporate debtor:

- i) Copy of Credit sanction advice for a term loan of Sixty Crores dated 19.11.2010*
- ii) Copy of Resolution passed by the Board of Directors of respondent company.*
- iii) Copy of Term Loan Agreement dated 29.11.2010.*
- iv) Copy of hypothecation agreement for Securing Machineries / Vehicles / goods books debts dated 29.11.2010.*
- v) Copy of various Guarantees dated 29.11.2010.*





- vi) *Copy of confirmation of deposit of title deeds dated 2.12.2010, 4.12.2010, 17.12.2010, 25.12.2010 and 25.12.2010*
  - vii) *Copy of Demand Promissory Note for Rs. Sixty crores dated 29.11.2010.*
  - viii) *Copy of Acknowledgement of debt dated 15.02.2011.*
  - ix) *Copy of Letter of Authority to be given by Consortium Term lenders to Lead Bank dated 23.02.2011.*
  - x) *Copy of Inter-se Agreement date 23.02.2011.*
  - xi) *Copy of Facility Agreement dated 23.02.2011.*
  - xii) *Copy of joint deed of Hypothecation dated 23.02.2011.*
  - xiii) *Copy of standard terms as applicable to guarantee for consortium term loan dated 23.02.2011.*
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- xiv) *Copy of various Deed of guarantees dated 23.02.2011.*



- xv) Copy of General condition as applicable to consortium term loan dated 23.02.2011.*
- xvi) Copy of short fall / unsecured loan undertaking dated 23.02.2011.*
- xvii) Copy of Declaration regard mortgage of immovable property dated 23.02.2011.*
- xviii) Copy of notice dated 13.08.2012 under section 13(2) of the securitization Act, 2002.*
- xix) Copy of notice dated 03.12.2012 under section 13(4) of the Securitization Act, 2002.*
- xx) Copy of Legal notice dated 28.02.2012.*
- xxi) Certified Statement of Account along with total outstanding chart.*

11. The applicant bank has submitted that the respondent corporate debtor failed to clear the outstanding dues and did not adhere to the terms and conditions of the loan agreements.

Consequently, applicant bank has initiated action against the corporate debtor under the provisions of SARFAESI Act, 2002 as well as under the Recovery of Debts Due to Banks and Financial Institutions Act, 1993. Besides legal notice dated 28.02.2012 was issued demanding repayment of the outstanding dues from the corporate debtor. However the respondent corporate debtor failed to pay the amount despite the demand notice.

12. The petitioner has placed on record the relevant statement of accounts duly certified as per Bankers' Book Evidence Act and has claimed that as on 31.03.2018 a sum of Rs.177, 00,28,591.80/- is due and payable by the Respondent Corporate Debtor.

13. On the ground that huge amounts are outstanding, it is claimed that the respondent has become commercially insolvent and accordingly it is prayed for initiation of corporate insolvency resolution process against the respondent company by admitting the present application.



14. Respondent has filed its reply on 29.05.2018 opposing the admission of the present application. One of the objections raised in the reply is that the credit facilities were granted by consortium of banks and therefore the applicant bank does not have the requisite legal authority to move against the corporate debtor without approval of other lenders. Respondent has submitted that the applicant Bank alone cannot file the present application without specific consent of the other consortium banks and without impleading them in the proceedings. This objection would not detain us as Section 7 (1) of the Code provides that a financial creditor either by itself or jointly with other financial creditors may file an application for initiating Corporate Insolvency Resolution Process against a corporate debtor when a default has occurred. Therefore, there is no obligation on the part of applicant to join the consortium of Banks. Inter-se agreement between the financial creditors cannot override the express provisions of the Code nor can take away the right of



any creditor to file application under Section 7 of the Code. Accordingly applicant bank individually has a clear right to file application under the Code in order to recover its dues. Besides in view of the overriding effect given to the provisions of Section 238 of the Code, anything inconsistent therewith contained in any instrument cannot take away the right of the applicant as financial creditor to file application under Section 7 of the Code.

15. Hon'ble NCLAT in the matter of Asian Natural Resources (India) v. IDBI Bank Limited in its order dated 11.08.2107 passed in Company Appeal (AT) (Insolvency) No. 60 of 2017 has observed that:

*"The Inter-se Agreement between different banks is not binding in nature, the 'Corporate Debtors' not being signatories cannot derive advantage of such Inter-se Agreement. This apart, the 'financial creditors' having right to file application under Section 7 of the I&B Code, individually or jointly on behalf of*

*other 'financial creditors' as quoted below, the Inter-se Agreement between the 'financial creditors' cannot override the said provision, nor can take away the right of any Financial Institution to file application under Section 7 of the I&B Code.”*

16. Respondent has also raised another objection that the present application is not maintainable as applicant bank can only act through its authorized representative. It is alleged that there is no Board resolution authorizing Mr. M. Ravindran Menon Asst. General Manager to file the present petition on behalf of the applicant bank.

17. In this regard applicant bank in its rejoinder has affirmed that Mr. M. Ravindran Menon is duly authorized to sign and verify the present application. A copy of the letter of authority dated 02.06.2018 has been placed on record in the rejoinder filed by the applicant bank.



18. Hon'ble NCLAT in the case of Palogix Infrastructure Pvt. Ltd. Vs. ICICI Bank Limited in Company Appeal (AT) (Insolvency) Nos.30, 37 &54 of 2017 at para 38 has held that:

*“ If an officer, such as senior Manager of a Bank has been authorised to grant loan, for recovery of loan or to initiate a proceeding for ‘Corporate Insolvency Resolution Process’ against the person who have taken loan, in such case the ‘Corporate Debtor’ cannot plead that officer has power to sanction loan, but such officer has no power to recover the loan amount or to initiate ‘Corporate Insolvency Resolution Process’, in spite of default of debt.”*

19. In the present case Applicant bank has filed a copy of letter of authority in favour of M. Ravindran Menon dated 02.06.2018 stating that the board of directors of applicant bank have decided in the meeting held on 29.01.2018 to empower all the

chief managers and officers above rank of Scale IV to act as authorized representative on behalf of the applicant bank within the meaning of rule 2(6) of NCLT Rules, 2016, and Rule 10 of the Rules. Admittedly Mr. M. Ravindran Menon is working in a senior post as Asst. General Manager of the applicant bank and has preferred the present application on behalf of the applicant bank. In the facts it is felt that such technical objection should not stand in the way of examining the matter on merit.

20. Respondent has further challenged the selection of Mr. Hemant Sharma for appointment as IRP. In this regard while dealing with Section 7 application under the Code, there is no requirement to examine the various selection criteria for empanelment of IRPs. It is open for the applicant financial creditor to propose the name of a registered insolvency professional to act as an IRP along with his consent in Form 2. In the present case in view of the objection of the respondent, the





applicant bank has filed an interim application for change of the proposed IRP and to substitute Mr. Anil Kumar as IRP in place of Mr. Hemant Sharma. Mr. Anil Kumar has agreed to accept the appointment as the interim resolution professional and has signed the communication dated 27.08.2018 in FORM 2 in terms of Rule 9(1) of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016. There is a declaration made by him that no disciplinary proceedings are pending against him in Insolvency and Bankruptcy Board of India or elsewhere. He has confirmed that he is not related to any party of the corporate debtor. In addition, other necessary disclosures have been made by Mr. Anil Kumar as per the requirement of the IBBI Regulations. Accordingly, the defect as pointed out in this regard, therefore, stands rectified.

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21. Respondent has further alleged that as the company was in dire need of money, the applicant bank being in a dominant position got certain sets of



unfilled papers, undated printed proformas, blank stamp papers and forms etc.; signed from the signatory of the respondent company. In this regard applicant bank has submitted in its rejoinder dated 06.06.2018 that it has never forced the corporate debtor to sign and stamp any unfilled documents. It is the case of the applicant that respondent suo moto had executed security and other loan documents. It is submitted that the respondent after carefully examining the terms and conditions of loan had mutually executed the loan agreements. There is nothing on record to show as to why the express terms of commercial loan agreements, suo moto executed, are not binding on the parties.

22. Respondent corporate debtor has also denied and disputed the claim of the applicant bank. It is alleged that necessary information including the statement of account, rates of interest debited from time to time, rates of penal interest charged etc. were never furnished. Respondent has additionally



disputed the claim of interest and the declaration of the account as NPA.

23. In this regard the applicant bank in its rejoinder has submitted that *“the liability of the defendant is not only evident from the document of loan and the account statement but also from various admissions made by the defendant itself, which leaves no scope for any doubt.”* Applicant has further submitted that the outstanding dues as claimed are duly supported by the statement of accounts of the corporate debtor which has been duly certified under Section 2A of the Banker’s Books of Evidence Act, 1891.

24. It is pertinent to mention here that dispute over the quantum of default, cannot be a ground for rejection of an application under Section 7 of the Code as the determination of quantum of financial debt is not within the domain of the Adjudicating Authority. In the present proceeding the Tribunal is not supposed to ascertain the quantum of amount of default or to pass a decree as to how much is



actually due to the applicant financial creditor. The Code requires the adjudicating authority to only ascertain and record satisfaction in a summary adjudication as to the occurrence of default before admitting the application.

25. Similarly, the objection on the ground of discrepancies in the amount of claim cannot sustain. The variance in the amount of default is mainly on account of difference of dates. Be that as it may the corporate debtor would be entitled to raise objection of mismatching of dues before the resolution professional/ committee of creditors. Adjudicating Authority is only to ascertain the existence of a default and not the exact amount due. Mere mismatch of the figures will ipso facto not estop the admission of corporate insolvency resolution process under section 7 of the Code.

26. In connection with simultaneous pendency of proceedings, it is well settled that the pendency of DRT proceedings and initiation of action under SARFAESI Act cannot be an impediment or bar to



initiate the Corporate Insolvency Resolution Process under Section 7 of the Code.

27. Respondent corporate debtor further asserted that time and again it had requested the consortium of banks for more financial facility/ restructure /compromise, but due to arbitrary, illegal and non-helping approach of the consortium, despite assurances, the same was not done. In reply applicant has stated in the rejoinder that as soon as the recovery proceedings were initiated by the applicant, the respondent started giving proposals for amicable settlement. In addition several settlement applications were also filed before Debt Recovery Tribunal.

28. In this regard it is pertinent to note that in financial transactions, adjustments and compromise are to be left to the parties to settle the matter in their best interest or exigencies of the business. However, in the absence of any binding compromise agreement/ debt restructuring approval, it is beyond the powers of the Adjudicating Authority to defer the

prayer of applicant financial creditor for admission of the petition filed under Section 7 of the Code.

29. Needless to say that time is the essence of the Code. A far strict time frame is expected to be followed by the Adjudicating Authority at every stage of the proceedings. When despite demand there is default in repayment of the loan amount, the applicant gets right to move under the Code. The application under Section 7 is maintainable once the default is more than one lakh, in view of Section 4 of the Code.

30. It is pertinent to mention here that the scheme of the Code provides for triggering the insolvency resolution process by three categories of persons namely,

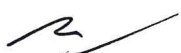
- a) Financial creditor
- b) Operational creditor, and
- c) Corporate debtor itself.

31. The procedure in relation to the Initiation of Corporate Insolvency Resolution Process by the “Financial Creditor” is delineated under Section 7 of

the Code, wherein only “Financial Creditor” / “Financial Creditors” can file an application. As per Section 7(1) of the Code an application could be maintained by a Financial Creditor either by itself or jointly with other Financial Creditors.

32. The expressions “Financial Creditor” and “Financial debt” have been defined in Section 5 (7) and 5 (8) of the Code and precisely “Financial debt” is a debt along with interest, if any, which is disbursed against the consideration for time value of money.

33. In the present case applicant bank had sanctioned and disbursed the term loan amount recoverable with applicable interest by entering in to loan agreements with the corporate debtor. The corporate debtor had borrowed the credit facility against payment of interest as agreed between the parties. The loan was disbursed against the consideration for time value of money with a clear commercial effect of borrowing. Moreover the debt claimed in the present application includes both the



component of outstanding principal and interest. In that view of the matter not only the present claim comes within the purview of '*Financial Debt*' but also the applicant bank can clearly be termed as '*Financial Creditor*' so as to prefer the present application under Section 7 of the Code.

34. Under sub-section 5 (a) of Section 7 of the code, the application filed by the applicant financial creditor has to be admitted on satisfaction that:

1. *Default has occurred.*
2. *Application is complete, and*
3. *No disciplinary proceeding against the proposed IRP is pending.*

35. Hon'ble Supreme Court in the case of *Mobilox Innovations Private Limited V. Kirusa Software Private Limited* reported in AIR 2017 SC 4532 at Para 19 has observed that:

*"Once the adjudicating authority / Tribunal is satisfied as to the existence of the default and has ensured that the*



*application is complete and no disciplinary proceedings are pending against the proposed resolution professional, it shall admit the application. **The adjudicating authority/Tribunal is not required to look into any other criteria for admission of the application.***"

(Emphasis given)

36. An application under Section 7 of the Code is acceptable so long as the debt is proved to be due and there has been occurrence of existence of default. What is material is that the default is at least 1 lakh. In view of Section 4 of the Code, the moment default is of Rupees one lakh or more, the application to trigger Corporate Insolvency Resolution Process under the Code is maintainable.

37. It is seen that the applicant has placed various documents in relation to the disbursement of the loan to the respondent company. The materials on record and the loan documents clearly depict that that the loan was sanctioned, disbursed and the



loan agreements were properly executed. Respondent company utilized and enjoyed the loan facility. The applicant bank has placed on record the acknowledgement of debt executed by respondent company on 15.02.2011. Additionally, the applicant has also placed on record demand promissory note for Rs. 60 Crores dated 29.11.2010. That apart the applicant has relied upon the letter of respondent company confirming the deposit of title deeds in order to secure the loan.

38. In addition the applicant bank has filed the statement of accounts duly certified in accordance with Bankers' Books Evidence Act, 1891 as per requirement of Form 1 part V column 7 of the application. Certified copy of statement of account pertaining to various loan facilities, kept during the course of banking business basing on which the claim has been raised can be termed as sufficient evidence of the financial debt.



39. It is thus seen that the applicant 'financial creditor' has placed on record voluminous and overwhelming evidence in support of the claim as well as to prove the default.

40. It is pertinent to mention here that the Code requires the adjudicating authority to only ascertain and record satisfaction in a summary adjudication as to the occurrence of default before admitting the application. The material on record clearly goes to show that respondent had availed the loan facilities and has committed default in repayment of the outstanding loan amount.

41. In the case on hand, it is seen that respondent corporate debtor has availed the loan and committed default in repayment of the outstanding financial debt. On a bare perusal of Form – I filed under Section 7 of the Code read with Rule 4 of the Rules shows that the form is complete and there is no infirmity in the same. Accordingly, it is seen that the application of the financial creditor is complete and there is no disciplinary proceeding pending against

the proposed IRP. We are satisfied that the present application is complete and the applicant financial creditor is entitled to claim its outstanding financial debt from the corporate debtor and that there has been default in payment of the financial debt.

42. As a sequel to the above discussion and in terms of Section 7 (5) (a) of the Code, the present application is admitted.

43. Mr. Anil Kumar having registration no. IBBI / IPA-001 / IP-P00144 / 2017-18 / 10308, resident of 303, Chandra GHS Limited, Golf Course Road, Plot No. 64, Sector 55, Gurgaon, Haryana-122011, email id; [anil2566@gmail.com](mailto:anil2566@gmail.com), is appointed as an Interim Resolution Professional.

44. In pursuance of Section 13 (2) of the Code, we direct that public announcement shall be made by the Interim Resolution Professional immediately (3 days as prescribed by the IBBI Regulations) with regard to admission of this application under Section 7 of the Insolvency & Bankruptcy Code, 2016.





45. We also declare moratorium in terms of Section 14 of the Code. The necessary consequences of imposing the moratorium flows from the provisions of Section 14 (1) (a), (b), (c) & (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.”*

46. 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.

47. The Interim Resolution Professional shall perform all his functions contemplated, inter-alia, by Sections 15, 17, 18, 19, 20 & 21 of the Code and

transact proceedings with utmost dedication, honesty and strictly in accordance with the provisions of the 'Code', Rules and Regulations. It is further made clear that all the personnel connected with the Corporate Debtor, its promoters or any other person associated with the Management of the Corporate Debtor are under legal obligation under Section 19 of the Code to extend every assistance and cooperation to the Interim Resolution Professional as may be required by him in managing the day to day affairs of the 'Corporate Debtor'. In case there is any violation, the Interim Resolution Professional would be at liberty to make appropriate application to this Tribunal with a prayer for passing an appropriate order. The Interim Resolution Professional shall be under duty to protect and preserve the value of the property of the 'Corporate Debtor' as a part of its obligation imposed by Section 20 of the Code and perform all his functions strictly in accordance with the provisions of the Code, Rules and Regulations.

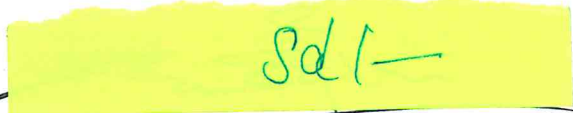


48. The office is directed to communicate a copy of the order to the Financial Creditor, the Corporate Debtor, the Interim Resolution Professional and the Registrar of Companies, NCT of Delhi & Haryana at the earliest possible but not later than seven days from today.



Sd/-

**(M.M. KUMAR)**  
**PRESIDENT**



Sd/-

**(S. K. MOHAPATRA)**  
**MEMBER (T)**