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"Whatever we believe about ourselves and our ability comes true for us."

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➤ **Section 12A Application Not Permitted During Liquidation Period: NCLAT Principal Bench**

The National Company Law Appellate Tribunal Principal Bench, New Delhi of Justice Ashok Bhushan (Chairperson), Barun Mitra (Technical Member) and Arun Baroka (Technical Member) has held that an application under Section 12A of the IBC is not permitted during the liquidation period.

Section 12A allows for the withdrawal of an insolvency application with the approval of ninety percent of the Committee of Creditors (CoC). The bench noted that Section 12A is designed to facilitate the withdrawal of an application during the Corporate Insolvency Resolution Process (CIRP) before the insolvency resolution or liquidation proceedings have begun. Once the liquidation process commences, it held that the Committee of Creditors, which is instrumental in approving such withdrawals, ceases to exist in its original capacity.

Source: Live Law

Read Full news: <https://www.livelaw.in/ibc-cases/section-12a-application-not-permitted-during-liquidation-period-nclat-principal-bench-268401>

➤ **CoC decided to liquidate airline: Bankrupt airline Go First RP to NCLT**

The Resolution Professional (RP) of bankrupt airline Go First told the National Company Law Tribunal (NCLT) on Tuesday that its Committee of Creditors (CoC) had unanimously decided to liquidate the company after lucrative bids failed to materialise.

The tribunal has now sought a response from the suspended management of the airline regarding the liquidation plea filed by the RP. The case will come up again on October 4. Senior Advocate Ritin Rai, appearing for the RP, said the CoC comprising the Central Bank of India, Bank of Baroda, IDBI Bank, and others had decided on liquidation.

He, however, said that the company is still fighting US-based engine-maker Pratt & Whitney (P&W) in the arbitration proceedings in Singapore.

Lenders to the airline have appointed Burford Capital, a US-based litigation finance firm, to bankroll the arbitration case against P&W. Burford will provide \$20 million in the first tranche to support the case.

Go First said it is seeking \$1 billion from P&W, which, if awarded, will be used to distribute funds to the lenders and facilitate the liquidation process.

Source: Business Standard

Read Full news : https://www.business-standard.com/industry/news/coc-decided-to-liquidate-airline-bankrupt-airline-go-first-rp-to-nclt-124090301221_1.html

➤ **Interest Claims Must Be Based On Contractual Agreement, Not Just Invoice Terms: NCLT Kolkata**

The **NCLT Kolkata** Division Bench, comprising **Bidisha Banerjee**, Member (Judicial) and **D. Arvind**, Member (Technical) has held that interest cannot be clubbed along with the debt in the absence of an agreement or clause in the purchase order. The Tribunal further observed that TDS deduction on the interest payable is not an acknowledgement of liability.

Sudarshan Paper & Board Private Limited, the Applicant (the Operational Creditor) filed a petition under Section 9 of the Insolvency and Bankruptcy Code (IBC) seeking initiation of Corporate Insolvency Resolution Process (CIRP) against Verges Properties LLP (the Corporate Debtor).

Source: Live Law

Read Full news: <https://www.livelaw.in/ibc-cases/interest-claims-based-on-contractual-agreement-not-just-invoice-terms-nclt-kolkata-268476?code=qZQ0T7A1rzrafPv1229oXyaCDI9v32>

