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2. DO NOT TYPE OUTSIDE THE BOXES.

# IN THE HIGH COURT OF DELHI AT NEW DELHI

Case Type

Number

Year

WP (C)

NO.

OF

2024

IN THE MATTER OF:-

NAME

GLASS MANUFACTURER AND EXPORT ASSOCIATION

.....FIRST PLAINTIFF / PETITIONER

VS

NAME

COMPETITION COMMISSION OF INDIA &amp; ORS.

....FIRST DEFENDANT / RESPONDENT

1 (a) Case Category

(b) Case Category

2 (a) Date of Decision of Court /  
Authority of First Instance

(b) Case Particulars

Number

 OF 
(c) Authority passing the  
above order
  

3(a) Date of Decision of Appellate /  
Revisional Court / Authority

(b) Case Particulars

Number

 OF 
(c) Court / Authority passing  
the above order
  

4(a) Similar Matter  
Case Type
 Text

Number

 OF 

(b) Date of Decision

5 Statute Involved

 Text

Date of Impugned order

Final order

Interlocutory order

DATE

Lawyers Code

**D/7777/2017**  
**ARCHIT KRISHNA**  
**98109933083**

**08.10.2024**

**IN THE HON'BLE HIGH COURT OF DELHI AT NEW DELHI**

## **EXTRAORDINARY WRIT JURISDICTION**

**WRIT PETITION (CIVIL) NO. OF 2024**

**In the Matter of:**

# GLASS MANUFACTURER AND EXPORT ASSOCIATION

**... PETITIONER**

V.

## COMPETITION COMMISSION OF INDIA & ORS.

## ... RESPONDENTS

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33. Proof of Service

Raghvendra  
**PETITIONER**

Through

Archit



NEW DELHI  
DATE:07.10.2024

**ARCHIT KRISHNA, POOJA MEHTA**  
**COUNSELS FOR THE PETITIONER**  
H-19, BASEMENT, LAJPAT NAGAR 3  
NEW DELHI – 110024  
9810933083, 7992294948|  
[architkrishnaoffice@gmail.com](mailto:architkrishnaoffice@gmail.com)

**IN THE HON'BLE HIGH COURT OF DELHI AT NEW DELHI**

**EXTRAORDINARY WRIT JURISDICTION**

**WRIT PETITION (CIVIL) NO. OF 2024**

In the Matter of:

GLASS MANUFACTURER AND EXPORT ASSOCIATION

... PETITIONER

v.

COMPETITION COMMISSION OF INDIA & ORS.

... RESPONDENTS

**URGENT APPLICATION**

To,  
The Registrar,  
Hon'ble High Court of Delhi  
New Delhi - 110503

Sir,

Kindly treat the accompanying Writ Petition under Article 226 of the Constitution as urgent for the purpose of the Delhi High Court Rules as urgent reliefs are being sought for by way of the present Petition.

*Raghvendra*

**PETITIONER**

Through

*Arshita*



NEW DELHI  
DATE:07.10.2024

**ARCHIT KRISHNA, POOJA MEHTA  
COUNSEL FOR THE PETITIONER**  
H-19, BASEMENT, LAJPAT NAGAR 3  
NEW DELHI – 110024  
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**... PETITIONER**

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**... RESPONDENTS**

**NOTICE OF MOTION**

To,  
 Standing Counsel (Criminal),  
 Govt. of NCT of Delhi  
 Chamber No. 437  
 Delhi High Court

Sir/Madam,

Please take notice that the undersigned is preferring the accompanying Writ Petition before the Hon'ble High Court of Delhi, which will come for hearing on \_\_\_\_\_ or any other date as convenient for this Hon'ble Court. You are requested to kindly be present at the time of hearing of the present petition.

Thanking you

*Raghvendra*

**PETITIONER**

Through

*Arshita*

*Arshita*

NEW DELHI  
 DATE:07.10.2024

**ARCHIT KRISHNA, POOJA MEHTA  
 COUNSELS FOR THE PETITIONER  
 H-19, BASEMENT, LAJPAT NAGAR 3  
 NEW DELHI – 110024  
 9810933083, 7992294948| [architkrishnaoffice@gmail.com](mailto:architkrishnaoffice@gmail.com)H-**

**IN THE HON'BLE HIGH COURT OF DELHI AT NEW DELHI**

## **EXTRAORDINARY WRIT JURISDICTION**

**WRIT PETITION (CIVIL) NO. OF 2024**

**In the Matter of:**

# GLASS MANUFACTURER AND EXPORT ASSOCIATION

**... PETITIONER**

V.

## COMPETITION COMMISSION OF INDIA & ORS.

## ... RESPONDENTS

## COURT FEES

**UIN: DLCT0823J2400B243**

**AMOUNT: 300**

Raghvendra

## PETITIONER

## Through

Ankit

1

NEW  
DELHI

**ARCHIT KRISHNA, POOJA MEHTA  
COUNSEL FOR THE PETITIONER  
H-19, BASEMENT, LAJPAT NAGAR 3**

NEW DELHI – 110024

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**IN THE HON'BLE HIGH COURT OF DELHI AT NEW DELHI**

## **EXTRAORDINARY WRIT JURISDICTION**

**WRIT PETITION (CIVIL) NO. OF 2024**

**In the Matter of:**

# GLASS MANUFACTURER AND EXPORT ASSOCIATION

**... PETITIONER**

V.

## COMPETITION COMMISSION OF INDIA & ORS.

## ... RESPONDENTS

## **MEMO OF PARTIES**

# GLASS MANUFACTURER AND EXPORT ASSOCIATION

### Through its Authorized Signatory

Mr. Raghvendra Pandey,

183/9, Sector -3, Vibhav Nagar,

Firozabad – 283 203,

## Uttar Pradesh

**... PETITIONER**

VERSUS

## **1. COMPETITION COMMISSION OF INDIA,**

Through Secretary, 9th Floor, Office,

Opposite Ring Road, Block - 1,

## East Kidwai Nagar, Kidwai Nagar,

New Delhi, Delhi 110023

saxonslawco@gmail.com

**... RESPONDENT NO. 1**

**2. AGI GREENPAC LIMITED,**

Through Director,

2, Red Cross Place

Kolkata - 700 001

ngoenka@hindware.co.in

**... RESPONDENT NO. 2**

**3. HINDUSTAN NATIONAL GLASS & INDUSTRIES LIMITED**

Through Mr. Girish Sriram Juneja,

Resolution Professional,

2 Red Cross Place,

Kolkata – 700 001

Also at:

22, Dignity Apartments,

Bon Lane, 7 Bungalows,

Versova, Andheri West,

Mumbai – 400 053

junejagirish31@gmail.com

**... RESPONDENT NO. 3**

*Raghvendra*

Through

*Arshit*

*Raghvendra*

**NEW DELHI**

**DATE:07.10.2024**

**ARCHIT KRISHNA, POOJA MEHTA**

**COUNSEL FOR THE PETITIONER**

H-19, BASEMENT, LAJPAT NAGAR 3

NEW DELHI – 110024

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**IN THE HON'BLE HIGH COURT OF DELHI AT NEW DELHI**

**EXTRAORDINARY WRIT JURISDICTION**

**WRIT PETITION (CIVIL) NO. \_\_\_\_\_ OF 2024**

**IN THE MATTER OF:**

GLASS MANUFACTURER AND EXPORT ASSOCIATION

**... PETITIONER**

v.

COMPETITION COMMISSION OF INDIA & ORS.

**... RESPONDENTS**

**WRIT PETITION UNDER ARTICLE 226 & 227 OF THE  
CONSTITUTION OF INDIA SEEKING TO SET ASIDE  
ORDER DATED 24.09.2024 ISSUED ON 30.09.2024  
DELIVERED BY RESPONDENT NO. 1 IN COMBINATION  
NOTIFICATION C-2022/11/983 AND TO DIRECT  
RESPONDENT NO. 1 TO INITIATE INVESTIGATION AND  
APPROPRIATE PROCEEDINGS AGAINST RESPONDENT  
NO. 2 FOR FURNISHING FALSE AND INCORRECT  
INFORMATION IN CONNECTION FORM-II  
COMBINATION NOTIFICATION C-2022/11/983 DATED  
03.11.2022 AND IMPOSE PENALTY IN ACCORDANCE  
WITH S. 44, 45 OF THE COMPETITION ACT, 2002**

**SYNOPSIS**

1. The present Writ Petition seeks to challenge order dated 24.09.2024 ('Impugned Order') delivered by Respondent No. 1

whereby it has refused to take cognizance against Respondent No. 2 under S. 44, 45 of the Competition Act, 2002 ('Act') for furnishing false and incorrect information in connection with Notice filed under S. 6(2) of the Competition Act i.e., Combination Registration No. C-2022/11/983. Pursuant to the Impugned Order, complaints filed by the Petitioner have been dismissed without any application of mind. The Impugned Order is devoid any analysis with respect to the assessment carried out by the Respondent No. 1, if any. While the Impugned Order discloses that complaints filed by the Petitioner have been adjudicated upon in meetings of Respondent No. 1 held on 03.09.2024 and 24.09.2024, no details of the discussions held during these meetings or the decisions taken during these meetings have been disclosed in the Impugned Order. The manner in which Respondent No. 1 has dismissed the complaints filed by the Petitioner reflects a great deal into the opaqueness of the proceedings conducted by Respondent No. 1.

2. It is the case of the Petitioner that a combination between Respondent Nos. 2 and 3 has been approved by Respondent No. 1 vide order dated 15.03.2023 in Combination Registration No. C-2022/11/983 ('Approval Order') merely on account of false

information furnished by Respondent No. 1. Particulars of false information furnished have also been provided by the Petitioner to the Respondent No. 1 in various complaints filed on 25.01.2024, 29.01.2024, 05.02.2024, 09.02.2024, 18.03.2024, 30.05.2024, 18.07.2024 and 29.07.2024. Complaints of the Petitioner have been dismissed without any application of mind by a non-speaking order. The pre-determined approach of Respondent No. 1 is evident from the fact that (i) the combination between Respondent Nos. 2 and 3 has been approved without any analysis of the modification proposed by Respondent No. 2 and merely on the basis of information furnished by Respondent No. 2, (ii) despite specific details of false information having been furnished by Respondent No. 2, no action was taken by Respondent No. 1 on the complaints filed by the Petitioner, (iii) Respondent No. 1 has only acted on the complaints filed by the Petitioner in view of W.P. (C) No. 12650/2024 having been filed before this Hon'ble Court and (iv) complaints of the Petitioner have been dismissed by a non-speaking order without any application of mind.

#### **False information furnished by Respondent No. 2**

3. Petitioner learnt that Order dated 15.03.2023 was challenged by various stakeholders before NCLAT *inter alia* on the ground that procedure under S. 29 of the Competition Act had not been followed by Respondent No. 1. As the Petitioner had no details of the combination between Respondent Nos. 2 and 3 in view of the fact that no publication of the combination had been directed by Respondent No. 1 and had been deprived of its opportunity to file objections to the combination, Petitioner applied for a certified copy of the appeals filed before NCLAT. In the certified copies received, Petitioner came across an extract of the resolution plan submitted by Respondent No. 2 which had been approved by the CoC on 28.10.2022, placed on record in *Competition Appeal No. 9/2023 titled Geeta and Company vs. CCI and Ors.*
4. On a perusal of the details provided in the extract of the resolution plan, it appears that there are grave discrepancies between the information provided by Respondent No. 2 as extracted in the order dated 15.03.2023 and the information provided by Respondent No. 2 to the CoC in the resolution plan. On cross referencing the information provided, it appears that Respondent No. 2 has projected an incorrect picture before Respondent No. 1 so as to procure an approval of the combination details of which have been provided below:

<b>S. No.</b>	<b>Details provided in order dated 15.03.2023</b>	<b>Details provided in the resolution plan/information available</b>
---------------	---------------------------------------------------	----------------------------------------------------------------------

		<b>in public domain/ with the Petitioner</b>
Operational capacity of Respondent No. 3	2325 TPD (Para 93-94)	2729 TPD, taking an average of 6 years and 2625 TPD in the year 2021 and 2022.
Efficiency of furnaces of Respondent No. 3	Respondent No. 2 has stated that Respondent No. 3 is a failing firm with inefficient furnaces (Para 83)	Furnaces of Respondent No. 3 were functioning at an efficiency of 80% in the year 2021 and 82% in the year 2022 and their projected efficiency for the year 2029 is 86%.
Operational capacity of Respondent No. 2	1600 TPD (Para 96)	As per information available in public domain, Respondent No. 2 has an operational capacity of 1954 TPD as on May 2024.
Effect of divestiture of Rishikesh Plant	As per the submission of Respondent No. 2 before Respondent No. 1, divestiture of the Rishikesh Plant would lead to the elimination of around 28 percent and 15 percent of the	Considering that the total operational capacity of the combined entity as on date is over 4000 TPD, the Rishikesh plant

	<p>increment in alco-beverage and F &amp; B segments, respectively. (Para 97)</p>	<p>would constitute a mere 10% of the total production of the combined entity. Furthermore, as per the information available with the Petitioner, the Rishikesh plant contributes only 18% to the total production in the alco-beverage sector, contrary to the submission of Respondent No. 2 i.e. 28%. Furthermore, the Rishikesh plant does not contribute at all to the F&amp;B sector.</p>
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5. Additionally, as per the resolution plan, Respondent No. 2 has proposed a fresh capital infusion of Rs. 100 Cr. to enhance and improve the operations of Respondent No. 3. However, considering the proposal in the resolution plan, the operational capacity of the combined entity has the potential to increase up to 6254 TPD (Total installed capacity of Respondent No. 2 and 3; 4300 TPD and 1954 TPD). On a bare perusal of order dated 15.03.2023 it appears that the projected capacity and efficiency

of Respondent No. 3, as disclosed in the resolution plan, was never provided to the Respondent No. 1. As per the resolution plan, by the year 2029, it is projected that Respondent No. 3 will have an available capacity of 2967 TPD with a projected efficiency of 86%. As such, order dated 15.03.2023 has imposed no restriction on Respondent No. 2 from increasing the operational capacity of the combined entity.

6. Hence, in view of the false and incorrect information furnished by Respondent No. 2, Respondent No. 1 has effectively approved creation of a monopoly in the market. As such, small players such as members of the Petitioner Association will be driven out of the market. Being a regulator, it is impermissible for Respondent No. 1 to resort to favoritism and approve combinations without a detailed analysis. In view of the duty cast on the Respondent No. 1 as a regulator, it is duty bound to examine any instances of *mala fide* conduct/ false information furnished, as and when brought to its attention.
7. Hence, the present petition.

### **LIST OF DATES**

<b>DATE</b>	<b>EVENT</b>
01.08.2015	The Petitioner is an association of MSME glass manufacturers based in Firozabad, Uttar Pradesh. It is engaged in manufacture of container glass used for packaging of glass bottles for sale of alcoholic drinks, processed food etc. registered in 2015.
21.10.2021	DBS Bank Ltd. approached the Adjudicating Authority, Kolkata vide C.P.(IB) No. 369/KB/2020 under Sec. 7 of the Code seeking initiation of Corporate Insolvency Resolution Process against Respondent No. 3. Vide order dated 21.10.2021 in C.P.(IB) No. 369/KB/2020, CIRP of Respondent No. 2 commenced.
13.5.2022	Respondent No. 2 vide disclosure to BSE and NSE informed of the addition of 154MT capacity to its plants in the year 2022.
21.07.2022 26.09.2022	Post the initiation of CIRP of Respondent No. 3, Respondent No. 2 submitted a Resolution Plan on 21.07.2022 which was subsequently amended on 26.09.2022.  Respondent Nos. 2 and 3 both being leading manufacturers of container glass comprising of a combined market share of over 80-85% in F&B segment, acquisition of Respondent No. 3 by Respondent No. 2 would qualify as a combination as contemplated under Sec. 5 of the Competition Act.

06.08.2022	Respondent No. 2 vide disclosure to BSE and NSE projected its operational capacity to reach 1854 TPD within the next three to four months.
27.09.2022	Respondent No. filed a notice before the Commission in Form I of the Combination Regulations in contravention of Regulation 5 which stipulates that the Notice shall preferably be filed under Form II where both entities are engaged in production, supply of similar goods and have a combined market share of over 15%.
17.10.2022	Vide order dated 17.10.2022, the Commission directed Respondent No. 2 to file a fresh Form II of the Regulations.
28.10.2022	The Resolution Plan submitted by Respondent No. 2 was approved by the Committee of Creditors. However, the approval of the Respondent No. 1 had not been obtained as of 28.10.2022.
03.11.2022	Respondent No. 2 filed a notice in Form II of the Regulations before respondent No. 1 seeking approval of the combination between Resondent No. 2 and Respondent No. 3.
05.11.2022	The Resolution Professional filed an application before the Adjudicating Authority seeking approval of the Resolution Plan as approved by the CoC on 28.10.2022.
17.11.2022	Respondent No. 1 sought additional information from Respondent No. 2 by 24.11.2022

19.12.2022	Respondent No. 2 sought an extension of time to provide the information sought
19.12.2022	Vide letter dated 19.12.2022, Respondent No. 2 filed additional submissions.
28.12.2022	Vide letter dated 28.12.2022 Respondent No. 1 again sought additional information from Respondent No. 2 by 02.01.2023. A response of Respondent No. 2 was duly submitted within the stipulated time.
09.02.2023	Respondent No. 1 considered the information placed on record by Respondent No. 2 and formed a <i>prima facie</i> opinion that the combination was likely to cause an AAEC in the relevant market.
10.02.2023	Show cause notice ('SCN') was issued by Respondent No. 1 to the Respondent No. 2 under Sec. 29(1) of the Competition Act seeking a response within 30 days as to why investigation in the proposed combination should not be conducted.
10.03.2023	Respondent No. 2 filed a response to the SCN whereby it offered to divest the Rishikesh Plant of Respondent No. 2 as a voluntary modification under Reg. 25(1A) of the Combination Regulations to alleviate the <i>prima facie</i> concerns of Respondent No. 1.

14.03.2023	Respondent No. 2 provided certain additional clarifications vide two separate submissions and revised the voluntary modification i.e. divestiture of the Rishikesh plant of Respondent No. 3.
15.03.2023	<p>Vide order dated 15.03.2023 in Combination Registration No. C-2022/11/983, Respondent No. 1 approved the proposed combination between Respondent Nos. 2 and 3. Keeping in mind the large size of the combined entity, the order restrains Respondent No. 2 from acquiring any influence over the plant to be divested for a period of 10 years (Para 4 of the Annexure to order dated 15.03.2023). However, the order fails to impose any restraint on the combined entity from operationalizing its inoperational capacity or from increasing its operational capacity in any other manner.</p> <p>The order was subsequently uploaded on the Commission's website sometime in April 2023.</p>
May 2023	The Commission's Order dated 15.03.2023 was challenged by various stakeholders before NCLAT <i>inter alia</i> on the ground that procedure under Sec. 29 of the Competition Act had not been followed by Respondent No. 1.
28.07.2023	Vide order dated 28.07.2023, NCLAT upheld the order dated 15.03.2023. . However, the issue with regard to submission of

	false and incorrect information by Respondent No. 2 was not raised before NCLAT and therefore not considered by the NCLAT. The order dated 28.07.2023 has been challenged by various appeals and is pending before the Hon'ble Supreme Court of India.
18.09.2023	Vide order dated 28.07.2023, NCLAT further held that the proviso to Sec. 31(4) of the Code is directory, thereby permitting approval of the combination by the Commission subsequent to approval of the Resolution Plan by the CoC. Various appeals against order dated 18.09.2023 are also pending before the Hon'ble Supreme Court of India.
18.01.2024	The Petitioner filed a complaint dated 18.01.2024 under Secs. 44, 45 of the Competition Act before Respondent No. 1 <i>inter alia</i> seeking that investigation be initiated and penalty imposed against Respondent No. 2.
25.01.2024	Reminder sent by Respondent No. 2 to Respondent No. 1 requesting Respondent No. 1 to acknowledge and consider the contents of the complaint dated 18.01.2024.
29.01.2024	Reminder sent by Respondent No. 2 to Respondent No. 1 requesting Respondent No. 1 to acknowledge and consider the contents of the complaint dated 18.01.2024.

05.02.2024	Reminder sent by Respondent No. 2 to Respondent No. 1 requesting Respondent No. 1 to acknowledge and consider the contents of the complaint dated 18.01.2024.
09.02.2024	Reminder sent by Respondent No. 2 to Respondent No. 1 requesting Respondent No. 1 to acknowledge and consider the contents of the complaint dated 18.01.2024.
18.03.2024	Reminder sent by Respondent No. 2 to Respondent No. 1 requesting Respondent No. 1 to acknowledge and consider the contents of the complaint dated 18.01.2024.
May 2024	As per the transcript of the conference call, which is publicly available online, as on May 2024, Respondent No. 2 had an operational capacity of approximately 1954 TPD.
30.05.2024	Reminder sent by Respondent No. 2 to Respondent No. 1 requesting Respondent No. 1 to acknowledge and consider the contents of the complaint dated 18.01.2024.
18.07.2024	The Petitioner filed a complaint dated 18.07.2024, in furtherance of the complaint dated 18.01.2024, requesting for detailed investigation into the actions of respondent no. 2 i.e. presenting inaccurate, false and misleading information in pursuit of conditional approval dated 15.03.2023 for Combination Notification C-2022/11/983 dated 03.11.2022 (Form-II), and

	further grant inspection in favor of the Complainant/Petitioner herein of the submissions dated 10.03.2023 and 14.03.2023 of Respondent No. 2 with related enclosures, in response to Show Cause Notice dated 10.02.2023 and further constitute a “Confidentiality Ring” in compliance of General Regulations 2009 as amended, for the purpose of investigation and inspection
29.07.2024	The Petitioner filed a complaint dated 29.07.2024, in furtherance of the complaint dated 18.01.2024 and 18.07.2024, drawing attention to certain critical developments and misrepresentations by respondent No. 2 that have significantly impacted the competitive landscape of the Glass Container market and market dominance by respondent no. 2 and further stating that these actions warrant an immediate re-evaluation of the conditional approval granted by the Respondent No. 2 on 15.03.2023.
September 2024	As no action had been taken by Respondent No. 1 on the complaints filed by the Petitioner, the Petitioner was constrained to approach this Hon'ble Court vide W.P. (C) No. 12650/2024 <i>inter alia</i> seeking that Respondent No. 1 be directed to initiate investigation against Respondent No. 2.
09.09.2024	W.P. (C) No. 12650/2024 was listed before this Hon'ble Court on 09.09.2024. In course of hearing of the Petition, this Hon'ble

	Court orally enquired from the officers of Respondent No. 1 present in court, as to the action taken on the complaints filed by the Petitioner and further directed the officers to file a status report in that regard.
24.09.2024 30.09.2024	On 30.09.2024, the Petitioner's counsel was served with the Impugned Order dated 24.09.2024 whereby all complaints filed by the Petitioner had been mechanically rejected by the Respondent No. 1. While the Impugned Order discloses that complaints filed by the Petitioner have been adjudicated upon in meetings of Respondent No. 1 held on 03.09.2024 and 24.09.2024, no details of the discussions held during these meetings or the decisions taken during these meetings have been disclosed in the Impugned Order.
01.10.2024	In view of the vague manner in which complaints of the Petitioner have been dismissed, the Petitioner <i>inter alia</i> sought details of meetings allegedly conducted on 03.09.2024 and 24.09.2024 as well as submissions being referred to in para 3 of the Impugned Order vide email dated 01.10.2024.
	Hence, the present Writ Petition.

*Raghvendra*  
**PETITIONER**

Through

Archit



**ARCHIT KRISHNA| POOJA MEHTA**

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NEW DELHI

**DATE:07.10.2024**

**IN THE HON'BLE HIGH COURT OF DELHI AT NEW DELHI**

**EXTRAORDINARY WRIT JURISDICTION**

**WRIT PETITION (CIVIL) NO. \_\_\_\_\_ OF 2024**

**IN THE MATTER OF:**

**Glass Manufacturer and Export Association**

Through its Authorized Signatory

Mr. Raghvendra Pandey,  
183/9, Sector -3, Vibhav Nagar,  
Firozabad – 283 203,  
Uttar Pradesh

**... Petitioner**

**Versus**

**1. Competition Commission of India,**

Through Secretary, 9th Floor, Office,  
Opposite Ring Road, Block - 1,  
East Kidwai Nagar, Kidwai Nagar,  
New Delhi, Delhi – 110 023

**... Respondent No. 1**

**2. AGI Greenpac Limited,**

Through Director,  
2, Red Cross Place  
Kolkata - 700 001

**... Respondent No. 2**

**3. Hindustan National Glass & Industries Limited**

Through Mr. Girish Sriram Juneja,  
Resolution Professional,  
2 Red Cross Place,  
Kolkata – 700 001

Also at:

22, Dignity Apartments,  
Bon Lane, 7 Bungalows,  
Versova, Andheri West,

Mumbai – 400 053

... Respondent No. 3

**WRIT PETITION UNDER ARTICLE 226 & 227 OF THE CONSTITUTION OF INDIA SEEKING TO SET ASIDE ORDER DATED 24.09.2024 ISSUED ON 30.09.2024 DELIVERED BY RESPONDENT NO. 1 IN COMBINATION NOTIFICATION C-2022/11/983 AND TO DIRECT RESPONDENT NO. 1 TO INITIATE INVESTIGATION AND APPROPRIATE PROCEEDINGS AGAINST RESPONDENT NO. 2 FOR FURNISHING FALSE AND INCORRECT INFORMATION IN CONNECTION FORM-II COMBINATION NOTIFICATION C-2022/11/983 DATED 03.11.2022 AND IMPOSE PENALTY IN ACCORDANCE WITH S. 44, 45 OF THE COMPETITION ACT, 2002**

**MOST RESPECTFULLY SHOWETH:**

1. The present Writ Petition seeks to challenge order dated 24.09.2024 (**Impugned Order**) delivered by Respondent No. 1 whereby it has refused to take cognizance against Respondent No. 2 under Secs. 44, 45 of the Competition Act, 2002 (**Competition Act**) for furnishing false and incorrect information in connection with Notice filed under Sec. 6(2) of the Competition Act i.e., Combination Registration No. C-2022/11/983. Pursuant to the Impugned Order, complaints filed by the Petitioner have been dismissed without any application of mind. The Impugned Order is devoid any analysis with respect to the assessment carried out by the Respondent No. 1, if any. While the Impugned Order discloses that complaints filed by the Petitioner have been adjudicated upon in meetings of Respondent No. 1 held

on 03.09.2024 and 24.09.2024, no details of the discussions held during these meetings, or the decisions taken during these meetings have been disclosed in the Impugned Order. The manner in which Respondent No. 1 has dismissed the complaints filed by the Petitioner reflects a great deal into the opaqueness of the proceedings conducted by Respondent No. 1.

True copy of the Order dated 24.09.2024 issued on 30.09.2024 is annexed herewith and marked as **Annexure P/1**.

2. It is the case of the Petitioner that a combination between Respondent Nos. 2 and 3 has been approved by Respondent No. 1 vide order dated 15.03.2023 in Combination Registration No. C-2022/11/983 (**Approval Order**) merely on account of false information furnished by Respondent No. 1. Particulars of false information furnished have also been provided by the Petitioner to the Respondent No. 1 in various complaints filed on 25.01.2024, 29.01.2024, 05.02.2024, 09.02.2024, 18.03.2024, 30.05.2024, 18.07.2024 and 29.07.2024. Complaints of the Petitioner have been dismissed without any application of mind by a non-speaking order. The pre-determined approach of Respondent No. 1 is evident from the fact that (i) the combination between Respondent Nos. 2 and 3

has been approved without any analysis of the modification proposed by Respondent No. 2 and merely on the basis of information furnished by Respondent No. 2, (ii) despite specific details of false information having been furnished by Respondent No. 2, no action was taken by Respondent No. 1 on the complaints filed by the Petitioner, (iii) Respondent No. 1 has only acted on the complaints filed by the Petitioner in view of W.P. (C) No. 12650/2024 having been filed before this Hon'ble Court and (iv) complaints of the Petitioner have been dismissed by a non-speaking order without any application of mind.

## PARTIES

3. The Petitioner is an association of MSME glass manufacturers based in Firozabad, Uttar Pradesh. It is engaged in manufacture of container glass used for packaging of glass bottles for sale of alcoholic drinks, processed food etc. Members of the Petitioner association are gravely affected by approval of combination between Respondent Nos. 2 and 3. *First*, the approval of the combination has been granted on the basis of false information furnished by Respondent No. 2. *Second*, the combination creates an appreciable adverse effect on competition (AAEC) in the relevant market. *Third*,

in the event the combination is implemented in its present form, members of the Petitioner association will be completely driven out of the market.

True copy of certificate of registration of the Petitioner Association is annexed herewith and marked as **ANNEXURE P/2**

True copy of list of members of the Petitioner Association is annexed herewith and marked as **ANNEXURE P/3**

4. Respondent No.1 i.e., the Competition Commission of India is a regulatory body constituted under the provisions of the Competition Act. It is responsible for enforcing the provisions of the Act *inter alia* to promote competition and prevent activities that lead to an AAE in India. Respondent No. 1 has approved the combination between Respondent No. 2 and Respondent No. 3 vide order dated 15.03.2023 in Combination Registration No. C-2022/11/983 by relying on false and incorrect information provided by Respondent No. 2, without resorting to publication of the combination under Sec. 29(2) of the Competition Act. Petitioner has not received confirmation of cognizance being taken of its complaint dated 18.01.2024 and several subsequent reminders. To the best of

its knowledge, no action has been taken by Respondent No. 1 on the complaint filed by the Petitioner seeking initiation of investigation against Respondent No. 2, *inter alia* for provision of such false information.

5. The Respondent No. 2 is a public listed company engaged in manufacture and supply of glass containers, polyethylene terephthalate (PET) bottles, caps and closures, consumer appliances, sanitary ware, faucets and PVC pipes. Respondent No. 2 has two manufacturing plants in Telangana and caters to a broad range of industries such as alco-beverage, cosmetics and perfumery, pharmaceutical, food and beverage, non-alcoholic beverages etc. with more than 17% market share. A Resolution Plan submitted by Respondent No. 2 in the on-going Corporate Insolvency Resolution Process (**CIRP**) of Respondent No. 3 under the Insolvency and Bankruptcy Code, 2016 (**Code**), has been approved by the Committee of Creditors (**CoC**) on 28.10.2022 and is pending before the Adjudicating Authority, Kolkata. Notice under Sec. 6(2) of the Competition Act filed by Respondent No. 2 before Respondent No. 1 has also been approved vide order dated 15.03.2023 subject to a divestiture proposed by Respondent No. 2. The instant writ petition

is being filed in view of the fact that there are glaring inconsistencies between the information rendered by Respondent No. 2 before the CoC and the information furnished by Respondent No. 2 before Respondent No. 1. Trumped up data and false information has been submitted by Respondent No. 2 before Respondent No. 1 to illegitimately procure an approval of the combination. In view thereof, Respondent No. 2 is liable to be prosecuted in accordance with Secs. 44 and 45 of the Competition Act.

True copy of the MCA Master Data of Respondent No.2 is annexed herewith and marked as **ANNEXURE P/4**

6. The Respondent No. 3 is the leading manufacturer of container glass in the country. It is estimated that Respondent No. 3 holds over 40% of the market share and is currently undergoing CIR Process under the Code. Respondent No. 3's products are utilized by a wide range of industries including, but not limited to, food and beverage, pharmaceuticals, wellness, alco-beverage, household and cosmetics. It has various manufacturing units located all over the country at Rishikesh (Uttarakhand), Neemrana (Rajasthan), Sinner (Maharashtra), Rishra (West Bengal), Bahadurgarh (Haryana), Naidupeta (Andhra Pradesh) and Puducherry. While a combination

between Respondent Nos. 2 and 3 has been approved by Respondent No. 1, according to the information available with the Petitioner, but no notice of the proceedings before Respondent No. 1 was ever sent to the Respondent No. 3 or its Resolution Professional and the combination has been approved entirely on the basis of false and incorrect information provided by Respondent No. 2.

## FACTS

7. DBS Bank Ltd. approached the Adjudicating Authority, Kolkata vide C.P.(IB) No. 369/KB/2020 under Sec. 7 of the Code seeking initiation of Corporate Insolvency Resolution Process against Respondent No. 3. By way of an order dated 21.10.2021 in C.P.(IB) No. 369/KB/2020, CIRP of Respondent No. 2 commenced.

True copy of Order dated 21.10.2021 as amended vide order dated 21.10.2021 in C.P.(IB) No. 369/KB/2020 is annexed herewith and marked as **ANNEXURE P/5**

8. Pursuant to initiation of CIRP of Respondent No. 3, Respondent No. 2 submitted a Resolution Plan on 21.07.2022 which was subsequently amended on 26.09.2022. Respondent Nos. 2 and 3 both being leading manufacturers of container glass comprising of a

combined market share of over 80% in F&B segment, acquisition of Respondent No. 3 by Respondent No. 2 would qualify as a combination as contemplated under Sec. 5 of the Competition Act.

**Duty of the Commission to assess the likely appreciable adverse effect on competition in the relevant market as a result of the Combination**

9. Sec. 6(1) of the Competition Act prohibits any person or enterprise from entering into a combination which causes or is likely to cause an AAEC in the relevant market. To assess whether combinations proposed to be entered into cause any AAEC in the relevant market, Sec. 6(2) of the Competition Act prescribes that any person or enterprise that proposes to enter into a combination shall give a notice to Respondent No. 1 disclosing details of such combination.
  
10. On receipt of a notice under Sec. 6(2) of the Competition Act, Respondent No. 1 is duty bound to assess the notice in accordance with provisions prescribed under Secs. 29, 30, and 31 of the Competition Act. The notice is required to be submitted in accordance with Reg. 5 of the Competition Commission of India (Procedure in regard to the transaction of business relation to combinations) Regulations, 2011 (**Combination Regulations**). As

per Reg. 5 a notice may be submitted in Form I or Form II of Schedule II to the Combination Regulations. Reg. 5(3) of the Combination Regulations further states that notice shall ‘preferably’ be given in Form II *inter alia* in cases where parties to the combination are engaged in production, supply, distribution, storage, sale or trade of similar or identical or substitutable goods or provision of similar or identical or substitutable services and the combined market share of the parties after such combination is more than 15% in the relevant market.

11. On 27.09.2022 Respondent No. 2 filed a notice before the Commission in Form I of the Combination Regulations. Notice was filed in Form I, contrary to Reg. 5 which stipulates that the Notice shall preferably be filed in Form II in cases where both entities are engaged in production, supply of similar goods and have a combined market share of over 15%.
12. By an order dated 17.10.2022, the Commission directed Respondent No. 2 to file a fresh notice in Form II of the Combination Regulations.

13. The Resolution Plan submitted by Respondent No. 2 was approved by the CoC on 28.10.2022. However, as on 28.10.2022, the combination proposed to be entered into between Respondent No. 2 and 3 had not been approved by the Commission.

**Mandatory requirement to seek approval of the Commission prior to approval of the Resolution Plan by the CoC**

14. In view of the mandatory requirement under the Competition Act to seek approval of Respondent No. 1 in case of a combination, the proviso to Sec. 31(4) of the Code makes it mandatory to seek approval of the Commission prior to approval of the Resolution Plan by the CoC. As per the Code, other statutory approvals are only required to be sought within one year from the date of approval of the Resolution Plan by the Adjudicating Authority. An exemption has been carved out by the legislature for approvals from Respondent No. 1 since the absence of an approval from the Respondent No. 1, any Resolution Plan submitted to the CoC would be in violation of the provisions of the Competition Act.
15. Furthermore, under the Competition Act, Respondent No. 1 also has powers to reject or modify the combination proposed to be entered into so as to ensure that the combination does not lead to an AAEC

in the relevant market. In the event the combination is rejected subsequent to an approval of the Resolution Plan by the CoC, the entire exercise carried out by the CoC would be futile.

16. Further, any modification of the combination by Respondent No. 1 subsequent to approval of the original proposed combination by the CoC would be contrary to the scheme of the Code which mandates that the Resolution Plan cannot be modified in any manner subsequent to its approval by the CoC. Keeping the aforesaid in mind, the legislature has made it mandatory that approval of the combination from Respondent No. 1 is sought prior to approval of the Resolution Plan by the CoC.

**Approval of the Commission sought subsequent to approval of Resolution Plan by the CoC**

17. On 03.11.2022 Respondent No. 2 filed a notice in Form II of the Combination Regulations before the Respondent No. 1 under the Combination Regulations seeking approval of the combination between Respondent No. 2 and 3.

18. On 05.11.2022, the Resolution Professional filed an application before the Adjudicating Authority seeking approval of the Resolution Plan as approved by the CoC on 28.10.2022.

**Approval of the combination between Respondent Nos. 2 and 3 by Respondent No. 1**

19. Vide order dated 15.03.2023 in Combination Registration No. C-2022/11/983, the proposed combination between Respondent Nos. 2 and 3 was approved by Respondent No. 1. Order dated 15.03.2023 was uploaded on the Commission's website sometime in April 2023. On a perusal of order dated 15.03.2023, the Petitioner learnt:

- i) On 17.11.2022 Respondent No. 1 sought additional information from Respondent No. 2 by 24.11.2022.
- ii) On 09.12.2022, Respondent No. 2 sought an extension of time to provide the information sought.
- iii) Vide letter dated 19.12.2022, Respondent No. 2 filed additional submissions.
- iv) Vide letter dated 28.12.2022 Respondent No. 1 again sought additional information from Respondent No. 2 by 02.01.2023.

A response of Respondent No. 2 was duly submitted within the stipulated time.

- v) On 09.02.2023, Respondent No. 1 considered the information placed on record by Respondent No. 2 and formed a *prima facie* opinion that the combination was likely to cause an AAEC in the relevant market.
- vi) On 10.02.2023 a show cause notice (SCN) was issued by Respondent No. 1 to the Respondent No. 2 under Sec. 29(1) of the Competition Act seeking a response within 30 days as to why investigation in the proposed combination should not be conducted.
- vii) Respondent No. 2 filed a response to the SCN on 10.03.2023 whereby it offered to divest the Rishikesh Plant of Respondent No. 2 as a voluntary modification under Reg. 25(1A) of the Combination Regulations to alleviate the *prima facie* concerns of Respondent No. 1.
- viii) Respondent No. 2 provided certain additional clarifications on 14.03.2023 vide two separate submissions and made revisions to the voluntary modification.

- ix) On 15.03.2023, Respondent No. 1 approved the proposed combination between Respondent No. 2 and 3 subject to divestiture of the Rishikesh plant of Respondent No. 3, as voluntarily offered by Respondent No. 2.
20. It is also clear from the order dated 15.03.2023, Respondent No. 1 has specifically observed that:
- i) Respondent Nos. 2 and 3 are market leaders in alco-beverage and F&B segments and the only significant organized players in the said segments (Para 44, 57, 68);
  - ii) **Figures provided to Respondent No. 1 may be underestimating the presence of the parties in the market** (Para 54);
  - iii) The glass market would become significantly more concentrated as a result of the proposed combination between Respondent Nos. 2 and 3 (Para 66);
  - iv) Proposed combination is likely to result in an AAEC in the overall container glass packaging in general and in the sub-segments of alco-beverage and F&B in particular and in the

segment of sale of container glass bottles to / through traders  
(Para 82);

v) **As the order has been delivered solely on the basis of information furnished by Respondent No. 2, the order further stipulates that the order may be revoked if the information furnished is found to be incorrect (Para 105)**

21. However, in view of the voluntary modification proposed by Respondent No. 2 i.e., divestiture of the Rishikesh plant of Respondent No. 3, and the submission of Respondent No. 2 that the same would alleviate the *prima facie* concerns of Respondent No. 1, the combination was approved by Respondent No. 1 subject to the modification proposed. Keeping in mind the large size of the combined entity, the order restrains Respondent No. 2 from acquiring any influence over the plant to be divested for a period of 10 years (Para 4 of the Annexure to order dated 15.03.2023). However, the order fails to impose any restraint on the combined entity from operationalizing its in-operational capacity or from increasing its operational capacity in any other manner.

True copy of order dated 15.03.2023 in Combination Registration No. C-2022/11/983 uploaded on the Respondent No. 1's website on 19.04.2023 delivered by the Respondent No. 1 of India is annexed herewith and marked as **ANNEXURE P/6**

**Mandatory procedure under Sec. 29 of the Competition Act not followed; No publication of the details of combination**

22. It is also clear from the order dated 15.03.2023 that despite formation of a *prima facie* opinion under Sec. 29(1) of the Competition Act, the combination has been approved without following the procedure prescribed under Sec. 29 of the Act. As per Sec. 30 of the Competition Act, once a *prima facie* opinion under Sec. 29(1) of the Act has been formed, Respondent No. 1 shall proceed as per the provisions contained under Sec. 29. As per Sec. 29, once a response to the *prima facie* opinion under sub-section (1) has been received, Respondent No. 1 shall direct that the combination is published so as to bring it to the knowledge of the public and persons likely to be affected by the combination. The Competition Act also permits members of the public to file their objections to the combination. The Commission also has powers to

call for a report from the Director General in cases where a prima facie opinion under Sec. 29(1) has been formed.

23. However, the above-mentioned procedure was not followed by Respondent No. 1. As a result, the Petitioner was not privy to the details pertaining to the combination as submitted by the Respondent No. 2 before Respondent No. 1. Furthermore, the combination was approved on the basis of a voluntary modification offered by Respondent No. 2 which is impermissible within the scheme of the Act.
24. While the Petitioner is not challenging the combination for violation of the procedure under Sec. 29 of the Competition Act, in view of the fact that no publication of the combination was directed and no SCN was issued to Respondent No. 3, there was a higher duty on Respondent No. 2 to furnish the correct information to Respondent No. 1.

**Resolution Plan submitted by Respondent No. 2 before the CoC, as approved by the CoC on 28.10.2022**

21. Thereafter the Petitioner learnt that the Commission's Order dated 15.03.2023 was challenged by various stakeholders before NCLAT

*inter alia* on the ground that procedure under Sec. 29 of the Competition Act had not been followed by Respondent No. 1.

True copy of Order dated 15.05.2023 passed by the NCLAT in Competition Appeal (AT) Nos. 7 & 8 of 2023 is annexed herewith and marked as **ANNEXURE P/7**

22. Since, the Petitioner had no details of the combination between Respondent Nos. 2 and 3 on account of no publication of the combination having been directed by Respondent No. 1, the Petitioner had been deprived of its opportunity to file objections to the combination. The Petitioner obtained certified copies of the combination and came across an extract of the Resolution Plan submitted by Respondent No. 2 which had been approved by the CoC on 28.10.2022, placed on record in *Competition Appeal No. 9/2023 titled Geeta and Company vs. CCI and Ors.*

True copy of the applications filed by the Petitioner before NCLAT seeking certified copies is annexed herewith and marked as

**ANNEXURE P/8**

True copy of the extract of the Resolution Plan submitted by Respondent No. 2 which had been approved by the CoC on

28.10.2022 placed on record in Competition Appeal No. 9/2023 titled Geeta and Company vs. CCI and Ors. is annexed herewith and marked as **ANNEXURE P/9**

23. It is borne out of the records of the aforesaid appeal that there are grave discrepancies between the information provided by Respondent No. 2 as extracted in the order dated 15.03.2023 and the information provided by Respondent No. 2 to the CoC in the Resolution Plan. On cross-referencing the information provided, it is evident that Respondent No. 2 has projected an incorrect picture before Respondent No. 1 so as to procure an approval of the combination.

**Inaccurate / Wrong Information furnished by Respondent No. 2**

24. On a comparison of the information provided by Respondent No. 2 to the Commission, as extracted in order dated 15.03.2023 and the information provided by Respondent No. 2 to the CoC, the following discrepancies come to light:

**(I) Respondent No. 3/HNG's operational capacity:**

25. The Commission's Order of 15.03.2023 records the submission of Respondent No. 2 in the following terms:

*"93. Based on the due diligence conducted by PWC, it is submitted that HNG operated through seven plants in India with an installed capacity of 4300 TPD. However, **the operational capacity has reduced to 2325 TPD** on account of furnaces at Neemrana, Rishra, Bahadurgarh and Sinnar plants, which have not been operating."*

[emphasis added]

26. Respondent No. 2 has also provided operational details of each plant of Respondent No. 3 using the following expressions:

*"94. The Acquirer also provided an assessment of operational dynamics of each HNG plant in detail. As submitted:*

- i. *The Bahadurgarh plant of HNG has three furnaces, out of which one is non-operational. The operating capacity (after reduction of non-operational furnaces and down capacity) is 490 TPD.*
- ii. *The Puducherry plant of HNG has one furnace with a production capacity of 33 TPD, and the furnace is currently non-operational on account of leakage. The operating capacity (after reduction of down capacity) is 270 TPD.*
- iii. *The Sinnar plant of HNG has two furnaces, out of which only one furnace is currently operational. The operational furnace has a production capacity of 650 TPD. The operating capacity (after reduction of non-operational furnace and down capacity) is 420 TPD.*

- iv. *The Neemrana plant of HNG has one furnace, with a production capacity of 260 TPD. However, the furnace has been non-operational since the last 7 years.*
- v. *The Naidupeta plant of HNG has one furnace with a production capacity of 650 TPD. The operating capacity (after reduction of non-operational furnaces and down capacity) is 5TPD.*
- vi. *The Rishra plant of HNG has three furnaces out of which two are non-operational. The production capacity of one operational furnace in this plant is 290 TPD.”*

[Note: Certain portions of paragraph 94 are redacted. Petitioner is relying on portions available in public domain i.e., on the Commission's website.]

27. However, Resolution Plan submitted by Respondent No. 2 to the Resolution Professional and thereafter the CoC appears to contain different figures. The Resolution Plan presents the capacities of all plants of Respondent No. 3, calculated as an average over a period of 6 years.
28. A comparison of the details presented in the Resolution Plan and those provided to Respondent No. 1, as documented in the order dated 15.03.2023 is provided below:

<b>Particulars of Plants</b>	<b>As disclosed in order dated 15.03.2023</b>		<b>As disclosed in the Resolution Plan</b>	
	Installed Capacity	Operational Capacity	Installed Capacity	Operational Capacity/Draw Capacity
Bahadurgarh		490 TPD	820 TPD	82 TPD
Puducherry	330 TPD	270 TPD	330 TPD	285 TPD
Sinnar	650 TPD	420 TPD	980 TPD	519 TPD
Neemrana	260 TPD	NIL	260 TPD	204 TPD
Naidupeta	650 TPD	530 TPD	650 TPD	529 TPD
Rishra		290 TPD	860 TPD	710 TPD
Rishikesh	400 TPD	400 TPD	400 TPD	400 TPD
<b>Total</b>		<b>2400 TPD</b>	<b>4300 TPD</b>	<b>2729 TPD</b>

29. According to the Resolution Plan, the operational capacity of Respondent No. 3, considering a 6-year average, is 2729 TPD while the operational capacity of Respondent No. 3 for the years 2021 and 2022 is 2625 TPD. However, as per the submission of Respondent No. 2 before Respondent No. 1, as documented in paragraph 93 of the order dated 15.03.2023, the operational capacity of Respondent No. 3 is stated to be 2325 TPD. This is a clear attempt to downplay

the adverse effect on competition that this proposed combination will evidently result in.

30. Moreover, based on information available with the Petitioner, the Rishikesh Plant lacks its own sales, marketing, or R&D team and is entirely reliant on the Bahadurgarh Plant of Respondent No. 3 for these functions. Despite this, only the Rishikesh Plant has been proposed for divestiture. Respondent No. 2 has presented inflated figures regarding the operational capacity of the Bahadurgarh Plant, creating an impression that it operates as an independent manufacturing unit. Contrary to this representation, the Bahadurgarh unit lacks manufacturing facilities and without support from the Bahadurgarh unit, the Rishikesh plant is rendered incapable of functioning autonomously.

## **(II) Acquirer's operational capacity:**

31. Order dated 15.03.2023 further records the submission of Respondent No. 2 as under:

*“96... as submitted by AGI, the production capacity of the Rishikesh plant is 400 TPD, which constitutes approximately 17 percent of HNG’s total utilized capacity and accounts for 25 percent of incremental capacity considering that AGI’s capacity installed is 1600 TPD.”*

[emphasis added]

32. However, Respondent No. 2 has intentionally withheld information regarding the addition of 154 MT capacity to its plants in the year 2022, as evident from AGI's disclosure to BSE and NSE on May 13, 2022.

True copy of the Disclosure to BSE and NSE dated 13.05.2022 is annexed herewith and marked as **ANNEXURE P/10**

33. Further, as per the disclosure made on August 6, 2022, AGI projects its operational capacity to reach 1854 TPD within the next three to four months.

True copy of the Disclosure dated 06.08.2022 is annexed herewith and marked as **ANNEXURE P/11**

34. According to the transcript of a conference call conducted in May 2024, transcript of which is publicly available online, as on May 2024, Respondent No. 2 had an operational capacity of approximately 1954 TPD.

True copy of transcript of conference call dated May 2024 is annexed herewith as **ANNEXURE P/12**

**(III) Productivity of manufacturing plants of Respondent No. 3:**

35. Order dated 15.03.2023, documents AGI's submission with respect to efficiency of manufacturing plants of Respondent No. 3 in the following terms:

*“83. The Acquirer has made the following submissions on the aspect of HNG being a failing firm:*

*i. Inefficient state of operations: As submitted, the operations of the Target have run inefficiently in terms of capital deployment, lack of maintenance of assets and poor operational efficiencies. ...Many of the furnaces have not been rebuilt for more than 10 years, which led to inefficient operations and higher cost, resulting in lower margins and losses...*

*85. The Acquirer further submitted a detailed operational status of various plants of HNG. As per the submission, a majority of HNG’s furnaces that are running has been rebuilt 10 years ago or earlier. As submitted, the typical life of a container glass furnace is 10 years... with an ageing furnace, the achievable draw from the furnace vis a vis installed capacity also reduces, which also makes the production costlier...*

*86. Based on the above, the Acquirer submitted that delay in acquisition would adversely affect the viability of the Target. In this regard, in addition to the increased operational costs impacting the competitiveness, the Acquirer submitted that, since the*

*furnaces are not operating properly because of leakages, emergency repairs and other firefighting production issues, the output from HNG's furnaces is inconsistent, which leads on non-performance of their contracts with their customers. It was stated that this creates a vicious circle which will further lead to reduced economic activity..."*

[emphasis added]

36. However, as per the Resolution Plan, manufacturing units of Respondent No. 3 have consistently operated at an efficiency exceeding 80% over a 6-year average. The projected efficiency for the year 2029 is indicated to be 86%.
37. As is discernible from the order dated 15.03.2023, Respondent No. 2 has heavily relied upon the financial distress being faced by Respondent No. 3, as alleged. However, publicly available Financial Statements of Respondent No. 3 present evidence to the contrary.

True copies of Financial Statements as on May 2023, August 2023 and November 2023 and newspaper publications of the Financial Statements are annexed as **ANNEXURE P/13**

- (IV) **Respondent No. 2 willfully concealed the fact that on acquisition, operational capacity of the combined entity will be substantially increased:**

38. As per the Resolution Plan, Respondent No. 2 has proposed a fresh capital infusion of Rs. 100 Cr. to enhance and improve the operations of Respondent No. 3. The details of this proposal are outlined in the Resolution Plan, as under:

*“Based on the initial evaluation, the Resolution Applicant understands that there is potential to enhance the **above given capacities** by maximizing the operational efficiency of the manufacturing facilities. The Resolution Applicant will carry out a detailed feasibility assessment with respect to capacity enhancement post takeover.”*

*“The Resolution Applicant will increase the installed capacity utilization and efficiency of the plant to optimal level.”*

[emphasis added]

39. However, as particulars of the Resolution Plan have not been disclosed to Respondent No. 1, the combination has been approved on divestiture of a mere 400 TPD while restricting Respondent No. 2 from acquiring any influence over the said 400 TPD for the next 10 years. However, considering the proposal in the Resolution Plan, the operational capacity of the new combined entity has the potential to increase up to 6254 TPD (Total installed capacity of Respondent No. 2 and 3; 4300 TPD and 1954 TPD).

40. On a bare perusal of order dated 15.03.2023 it appears that the projected capacity and efficiency of Respondent No. 3, as disclosed in the Resolution Plan, was never provided to Respondent No. 1. As per the Resolution Plan, by the year 2029, it is projected that Respondent No. 3 will have an available capacity of 2967 TPD with a projected efficiency of 86%.

**(V) Rishikesh Plant and its share in the market:**

41. Order dated 15.03.2023 passed by Respondent No. 1 sets out the following:

*“97 Considering that the analysis had revealed that the combined entity may have substantial presence in both the alco-beverage and F&B segments, it is imperative that the divested assets have presence in both these segments. As submitted by AGI, Rishikesh plant is present in all four segments of container glass market. The divestiture would lead to the elimination of around 28 percent and 15 percent of the increment in alco-beverage and F & B segments, respectively.”*

42. Taking into consideration the current operational capacity of the combined entity at 4579 TPD (comprising 2625 TPD for HNG and 1954 TPD for AGI), divestiture of a mere 400 TPD of Rishikesh Plant with 5% market share, would only amount to an 8% reduction in the total operational capacity. This reduction will further diminish

to 6% if Respondent No. 2 operationalizes the in-operational capacity, as outlined in the Resolution Plan.

43. From the information available with the Petitioner, the Rishikesh plant contributes only 18% to the total production in the alco-beverage sector, contrary to the submission of Respondent No. 2 i.e. 28%. Furthermore, the Rishikesh plant does not contribute at all to the F&B sector. It appears that Respondent No. 2 has misled Respondent No. 1 by conveying that the Rishikesh Plant plays a role in all four segments of the container glass market.

### **ORDERS PASSED BY NCLAT**

44. Petitioner has further learnt that order dated 15.03.2023 delivered by Respondent No. 1 has subsequently been upheld by NCLAT vide order dated 28.07.2023. However, as is clear on a perusal of order dated 28.07.2023, the issue with regard to submission of false and incorrect information by Respondent No. 2 was not raised before NCLAT and therefore not considered by the NCLAT. Various appeals challenging order dated 28.07.2023 are pending before the Hon'ble Supreme Court of India.

True copy of order dated 28.07.2023 is annexed herewith and marked as **ANNEXURE P/14**

45. By an order dated 18.09.2023, the NCLAT has further held that the proviso to Sec. 31(4) of the Code is directory, thereby permitting approval of the combination by the Commission subsequent to approval of the Resolution Plan by the CoC. Various appeals against order dated 18.09.2023 are also pending before the Hon'ble Supreme Court of India.

True copy of order dated 18.09.2023 is annexed herewith and marked as **ANNEXURE P/15**

46. The Hon'ble NCLAT, through its order dated 28.07.2023, upheld the procedural aspects followed by the Respondent No. 1 Commission in granting conditional approval to the impugned combination on 15.03.2023. However, it's noteworthy that the Hon'ble NCLAT did not pass judgment on the issue of incorrect, misleading and false information solely provided by Respondent No. 2 in pursuit of conditional approval dated 15.03.2023 for Combination Notification C-2022/11/983 dated 03.11.2022 (Form-II).

**COMBINATION PROCEEDING IS STILL PENDING BEFORE  
RESPONDENT NO. 1:**

47. The approval granted by the Respondent No. 1 to the impugned combination by the order dated 15.03.2023 is conditional and subject to compliance of modifications and the proceedings before the Respondent No. 1 Commission regarding the said combination are still pending. This position would be evident and established from the Regulation 17 and 26 of the Competition Commission of India (Procedure in regard to the transaction of business relating to combinations) Regulations, 2011, which are reproduced hereunder:-

*“17. **Termination of proceedings.** – The proceedings under this Act relating to the combinations shall be terminated upon,-*

- (a) receiving an intimation from the person(s) or enterprise(s) who filed the notice to the effect that the proposed combination will not take effect;*
- (b) passing of an order by the Commission under section 31 of the Act. 46*

*[Provided that if the approval of the Commission is conditional upon the parties to the combination carrying out modification to the combination, the proceedings shall terminate upon acceptance of the compliance report by the Commission under regulation 26 of these regulations.]”*

***“26. Compliance by the parties for carrying out modification.-***

*(1) The modification referred to in regulation 25 of these regulations shall be carried out by the parties to the combination within the period as may be specified by the Commission.*

*(2) The parties to the combination shall, upon completion of modification, file a compliance report for the actions required for giving effect to the combination before the Secretary within seven days of such completion. (3) In case the parties to the combination fail to file the compliance report under subregulation (2), the Secretary shall place the matter of such non-compliance before the Commission for appropriate directions.”*

**COMPLAINT OF THE PETITIONER**

48. In view of the afore-mentioned inaccurate and incorrect information provided by Respondent No. 2, the Petitioner filed a complaint dated 18.01.2024 under Secs. 44, 45 of the Competition Act before Respondent No. 1 *inter alia* seeking that investigation be initiated and penalty imposed against Respondent No. 2.

True copy of complaint dated 18.01.2024 is annexed herewith and

marked as **ANNEXURE P/16**

49. Since no action was taken by Respondent No. 1 on the complaint filed by the Petitioner, various reminders have also been submitted by the Petitioner on 25.01.2024, 29.01.2024, 05.02.2024, 09.02.2024, 18.03.2024 and 30.05.2024. However, no action has been taken by Respondent No. 1 till date.

True copies of reminders sent by the Petitioner on 25.01.2024, 29.01.2024, 05.02.2024, 09.02.2024, 18.03.2024 and 30.05.2024, are annexed herewith and marked as **ANNEXURE P/17 (COLLY)**.

50. The Petitioner in continuation of the said complaint dated 18.01.2024 and various reminders, further submitted a complaint dated 18.07.2024 to the Respondent No. 1 commission, inter-alia, requesting for detailed investigation into the actions of respondent no. 2, to present inaccurate, false and misleading information in pursuit of conditional approval dated 15.03.2023 for Combination Notification C-2022/11/983 dated 03.11.2022 (Form-II), and further grant inspection in favour of the Complainant / petitioner herein of the submissions dated 10.03.2023 and 14.03.2023 of Respondent No. 2 with related enclosures, in response to Show Cause Notice dated 10.02.2023 and further constitute a “Confidentiality Ring” in compliance of General Regulations 2009 as amended, for the

purpose of investigation and inspection, in view of the facts mentioned herein including that:

1. It has, from reliable sources, gathered information that respondent No. 2, in its submission dated 10.03.2024, in response to the Show Cause Notice dated 10.02.2024, proposed to sell and divest the Bahadurgarh Plant of the Respondent No. 3, which is situated next to the abandoned and non-operational plant of Respondent No. 2. In view of the several objection letters submitted by the Workers Unions to the Commission and the Application filed by them before the Hon'ble NCLT Kolkata Bench, the Respondent No. 1 did not agree to the said voluntary modifications offering the sale and divestment of Bahadurgarh Plant.
  
2. Respondent No. 2 after such a failed attempt, offered to sell and divest the Naidupetta Plant of the Respondent NO. 3, which was also not accepted by the Commission, considering that the Naidupetta Plant is situated 500 KM away from the plants operated by Respondent No. 2 in South India and concerns of AAEC are not satisfied. Following this, Respondent No. 2, by an additional submission dated

14.03.2024 which was endorsed by the Commission, offered to divest the Rishikesh Plant, and same was mechanically and casually accepted by the Commission, without following the detailed procedures laid down in Section 29 and 30 and due process of law.

3. It indicates that the Commission and the then officers dealing with the matter/combination notice have acted in haste with Respondent No. 2 in granting conditional approval on 15.03.2023, as the Commission had no occasion to advise Respondent No. 2 on making such offer of modifications to the combination notice.

True copy of the said complaint sent by the Petitioner on 18.07.2024, with enclosures are annexed herewith and marked as **ANNEXURE P/18 (COLLY).**

51. The Petitioner in continuation of the said complaint dated 18.01.1024 and various reminders and further in continuation of the said complaint dated 18.07.2024, further submitted a complaint dated 29.07.2024 to the Respondent No. 1 commission, *inter alia*, drawing attention to certain critical developments and

misrepresentations by respondent No. 2 that have significantly impacted the competitive landscape of the Glass Container market and market dominance by respondent no. 2 and further stating that these actions warrant an immediate re-evaluation of the conditional approval granted by the Respondent No. 2 on 15.03.2023, in view of the facts mentioned herein including that:

1. **Misrepresentation of Installed Capacity by AGI in Form-II dated 03.11.2022:** In Paragraphs 61(i) and 96 of the conditional approval order dated 15.03.2023, it is stated that AGI Greenpac Limited's operational/installed capacity is 1600 TPD. This figure was a crucial factor in the Commission's decision to grant conditional approval on 15.03.2023. However, according to AGI's investor call document dated 3rd May 2024, AGI's actual installed capacity has increased to 1954 TPD through debottlenecking. This significant increase of 354 TPD from the disclosed figure in Form-II dated 03.11.2022 was not anticipated by the Commission. For ready reference, Paragraph 96 of the conditional approval order dated 15.03.2023 is set out below:

*“96. As regards the assessment of adequacy of divestiture, the Commission noted that, as the market is already concentrated and HNG is the market leader, the combined shares would obviously be on a higher side, and therefore, the appropriate yardstick to assess the specific impact of the Proposed Transaction would be the impact of modification on the incremental change in the presence of the combined entity. To this effect, the Commission observed that as submitted by AGI, the production capacity of the Rishikesh plant is 400 TPD, which constitutes approximately 17 percent of HNG’s total utilised capacity and accounts for 25 percent of incremental capacity, considering that AGI’s capacity installed is 1600 TPD”*

[emphasis added]

2. **Failure to Inform the Commission regarding Increase of Installed/ Operational Capacity:** According to Regulation 16 of the Competition Commission of India (Procedure in regard to the transaction of business relating to combinations) Regulations, 2011, the parties to a combination are required to inform the Commission of any change in the information provided in their notice at the earliest opportunity. AGI has failed to disclose the substantial increase in its installed capacity from 1600 TPD to

1954 TPD. This failure to report constitutes a clear violation of Regulation 16 of the Combination Regulations. Consequently, this non-disclosure has misled the Commission, which based its conditional approval decision on incorrect and incomplete information provided by AGI.

### **3. Impact of Market Concentration Post Fire in Sinnar Plant**

**of Respondent No. 3/ Target:** The fire at the Nashik Plant of the Respondent No. 3 on 29.12.2023 has significantly altered the competitive landscape in the Glass Container market. This incident has resulted in a more concentrated market, as reflected in the updated Herfindahl-Hirschman Index (HHI) cited in the Commission's order. The Respondent No. 2 has capitalized on this situation by capturing the entire market share previously held by the Sinnar Plant of the Respondent No. 3/ Target, which accounted for 20% of the total market production. Furthermore, Respondent No. 2 has aggressively poached a substantial number of employees from Respondent No. 3/ Target, exacerbating the shift in competitive dynamics. These actions by the Respondent No. 2 have not only increased their market dominance but have also undermined

the competitive equilibrium, necessitating immediate regulatory scrutiny.

4. Considering the substantial increase in the Respondent No. 2's installed capacity from 1,600 TPD (tons per day) to 1,954 TPD, several critical issues have emerged:

a. **Non-Disclosure of Capacity Changes:** Respondent No. 2 has failed to report this significant change in installed capacity **from 1,600 TPD (tons per day) to 1,954 TPD**, which is a direct violation of Regulation 16 of the Combination Regulations. This regulation requires entities to disclose all material changes that could impact regulatory assessments and market conditions.

b. **Impact on Market Dynamics:** The increase of 354 TPD in Respondent No. 2's installed capacity from 1,600 TPD (tons per day) to 1,954 TPD may substantially alter market dynamics, including competition levels, supply availability, and pricing

structures. Such a change could potentially disrupt the market equilibrium and competitive balance.

5. **Provision of Misleading Information:** Respondent No. 2 has also submitted misleading information as described in Complaint dated 18.01.2024, which compromises the accuracy and reliability of the data used for regulatory evaluations. This misrepresentation undermines the regulatory process and obstructs an accurate assessment of the market impact.

True copy of the said complaint sent by the Petitioner on 29.07.2024, with enclosures are annexed herewith and marked as **ANNEXURE P/19 (COLLY)**.

52. Within the scheme of the Competition Act, there is a duty on Respondent No. 2 to provide the accurate information to Respondent No. 1 particularly because no SCN was issued to Respondent No. 3 and the procedure pertaining to publication of the combination was not followed by the Respondent No. 1.
53. There is no doubt that the Resolution Plan submitted by Respondent No. 2 before the CoC was not placed on record before Respondent

No. 1. Hence, Respondent No. 1 has a duty to investigate into the discrepancies in the information furnished before itself and that furnished before the CoC. Such investigation is further necessitated in light of the dominant share that the combined entity will enjoy in the market.

54. Paragraph 105 of the conditional approval order dated 15.03.2023 issued by the Respondent No. 1 expressly confers scope of investigation by the Commission post- approval, coupled with the power and authority under provisions of Sections 44 and 45 of the Act, and Regulations thereunder to initiate an investigation and implement necessary measures.

### **IMPUGNED ORDER**

55. As no action had been taken by Respondent No. 1 on the complaints filed by the Petitioner, the Petitioner was constrained to approach this Hon'ble Court vide W.P. (C) No. 12650/2024 *inter alia* seeking that Respondent No. 1 be directed to initiate investigation against Respondent No. 2.

56. W.P. (C) No. 12650/2024 was listed before this Hon'ble Court on 09.09.2024. In course of hearing of the Petition, this Hon'ble Court

orally enquired from the officers of Respondent No. 1 present in court, as to the action taken on the complaints filed by the Petitioner and further directed the officers to file a status report in that regard.

True copy of Letter dated 13.09.2024 issued by the Petitioner to the Respondent No. 1 is annexed herewith and marked as **ANNEXURE P/20**

57. On 30.09.2024 at 7:59 PM, the Petitioner's counsel was served with the Impugned Order dated 24.09.2024 whereby all complaints filed by the Petitioner had been mechanically rejected by the Respondent No. 1 by merely stating:

*“3. After following the due process and seeking clarifications from AGI wherever required and accordingly considering the submissions of AGI during the course of review of the Combination, observations made in the Order, issues highlighted vide the References and clarifications provided by AGI, the Commission observed that there is no material inconsistency in the information filed by AGI.”*

The Order is marked and annexed as **ANNEXURE P/1**.

58. A bare perusal of the Impugned Order makes it clear that complaints filed by the Petitioner have been rejected without any application of mind. While the Impugned Order discloses that complaints filed by

the Petitioner have been adjudicated upon in meetings of Respondent No. 1 held on 03.09.2024 and 24.09.2024, no details of the discussions held during these meetings or the decisions taken during these meetings have been disclosed in the Impugned Order. These observations were communicated to Respondent No. 1 vide a reply to the Order on 01.10.2024. The manner in which Respondent No. 1 has dismissed the complaints filed by the Petitioner reflects a great deal into the opaqueness of the proceedings conducted by Respondent No. 1.

True copy of email dated 01.10.2024 is annexed herewith and marked as **ANNEXURE P/21**.

59. However, no such details have been received by the Petitioner till date. Complaints of the Petitioner have been dismissed without any application of mind by a non-speaking order. The pre-determined approach of Respondent No. 1 is evident from the fact that (i) the combination between Respondent Nos. 2 and 3 has been approved without any analysis of the modification proposed by Respondent No. 2 and merely on the basis of information furnished by Respondent No. 2, (ii) despite specific details of false information having been furnished by Respondent No. 2, no action was taken by

Respondent No. 1 on the complaints filed by the Petitioner, (iii) Respondent No. 1 has only acted on the complaints filed by the Petitioner in view of W.P. (C) No. 12650/2024 having been filed before this Hon'ble Court and (iv) complaints of the Petitioner have been dismissed by a non-speaking order without any application of mind. The Impugned Order is being challenged inter alia on the following grounds:

### **GROUNDS**

- A. Because the Impugned Order is erroneous in law and liable to be set aside.
- B. Because Respondent No. 1 has dismissed the complaints filed by the Petitioner without any application of mind and while ignoring the specific mandate contained in its own Approval Order dated 15.03.2023 that the '*order may be revoked if, at any time, the information provided by the Acquirer is found to be incorrect*'.
- C. Because the manner in which Respondent No. 1 has dismissed the complaints filed by the Petitioner reflects a great deal into the opaqueness of the proceedings conducted by Respondent No. 1. The Impugned Order does not even disclose the steps undertaken by the

Respondent No. 1 to assess the allegations in the complaints filed by the Petitioner.

- D. Because as per Sec. 18 of the Competition Act, Respondent No. 1 has a duty to eliminate practices having an adverse effect on competition. In furtherance of its statutory duty, it is mandatory for the Respondent No. 1 to enquire into the veracity of the allegations with respect to false information having been furnished, if any. In view of the fact that the combination has been approved merely on the basis of information furnished by Respondent No. 2, Respondent No. 1 has a duty to assess any instances of false information brought to its notice.
- E. Because the power of the Respondent No. 1 under Secs. 44 and 45 of the Competition Act is not discretionary in nature and the penalty has to be mandatorily imposed if the Respondent No. 1 finds that false information has been furnished or that there has been an omission to furnish material information. In view thereof, the Respondent No. 1 is duty bound to examine any such complaints with respect to false information having been furnished.

- F. Because despite specific instances of false information having been pointed out, Respondent No. 1 failed to even enquire into such instances. As is clear from the Impugned Order, the complaints filed by the Petitioner have been dismissed merely on account of submissions of Respondent No. 2 '*during the course of review of the combination*'.
- G. Because not only has the Respondent No. 1 delivered a non-speaking order, minutes of the meetings conducted by Respondent No. 1 where complaints filed by the Petitioner were adjudicated upon have also not been furnished to the Petitioner.
- H. Because the necessity of a speaking order arises from the need to ensure transparency and accountability in proceedings conducted. However, the duty to be transparent does not begin and end at providing a reasoned order. Keeping a party bereft of the information that influenced the decision of an authority undertaking an adjudicatory function undermines the transparency of the process and further denies the party concerned and the public at large the ability to effectively scrutinize the decisions of the authority since it creates an information asymmetry.

- I. Because the pre-determined approach of Respondent No. 1 is evident from the fact that (i) the combination between Respondent Nos. 2 and 3 has been approved without any analysis of the modification proposed by Respondent No. 2 and merely on the basis of information furnished by Respondent No. 2, (ii) despite specific details of false information having been furnished by Respondent No. 2, no action was taken by Respondent No. 1 on the complaints filed by the Petitioner, (iii) Respondent No. 1 has only acted on the complaints filed by the Petitioner in view of W.P. (C) No. 12650/2024 having been filed before this Hon'ble Court and (iv) complaints of the Petitioner have been dismissed by a non-speaking order without any application of mind.
- J. Because in the complaints, the Petitioner has pointed out specific instances of contradictions in the information furnished by Respondent No. 2 in the resolution plan and that furnished along with the notice under Sec. 6(2) of the Act which go to the root of the matter and which, if disclosed and/or examined would have led to rejection of the application filed by Respondent No. 2 and also exposed it to penal proceedings under Secs. 44 & 45 Suo Motu by the Respondent No. 1.

- K. Because a bare perusal of the Impugned Order and the Order dated 15.03.2023 makes it evident that the resolution plan submitted by Respondent No. 2 before the CoC has not been placed before the Respondent No. 1. Despite specific instances of contradictions having been pointed out, the Respondent No. 1 has not sought an explanation from Respondent No. 2.
- L. Because instances of false information pointed out by the Petitioner pertain to operational capacities of the parties to the combination. It must be noted that operational capacities of parties to a combination is the most material factor which determines the AAEC of the combination.
- M. Because the Impugned Order does not contain any analysis or findings so as to show that there is no discrepancy in the figures submitted by Respondent No. 2 before the CoC and before Respondent No. 1. The finding of Respondent No. 1 in the Impugned Order that '*there is no material inconsistency in the information filed by AGI*', is meaningless unless and until the said information is compared with the information provided in the resolution plan to the CoC.

- N. Because admittedly no report from the Director General has been called for while reviewing the combination. The combination has been entirely approved on the basis of information provided by Respondent No. 2. Hence, unless and until a detailed enquiry is conducted by Respondent No. 1, there is no way to arrive at a conclusion that '*there is no material inconsistency in the information filed by AGI*'.
- O. Because the details pertaining to the discrepancy in the operational capacity of Respondent No. 2 is widely available in public domain and has also been provided to Respondent No. 1 in the complaints filed by the Petitioner. Specific details of the discrepancy in the operational capacity of Respondent No. 3 have also been provided to Respondent No. 1 in the complaints filed by the Petitioner. However, no action has been taken by the Respondent No. 1.
- P. Because being a regulator, it is impermissible for Respondent No. 1 to resort to favoritism and approve combinations without a detailed analysis. In view of the duty cast on the Respondent No. 1 as a regulator, it is duty bound to examine any instances of *mala fide*

conduct/ false information furnished, as and when brought to its attention.

- Q. Because misleading and false information has been given by Respondent No. 2 to Respondent No. 1 with the intent to secure an approval of the combination. Pursuant to the false and incorrect information provided, the approval in its present form will lead to an AAEC in the relevant market in complete violation of the provisions of the Competition Act. In the event the combination in its present form is implemented, members of the Petitioner association will be effectively driven out of the market.
- R. Because there is a duty on Respondent No. 2 to provide the accurate information to Respondent No. 1 particularly because no SCN was issued to Respondent No. 3 and the procedure pertaining to publication of the combination was not followed by the Respondent No. 1.
- S. Because the conduct of the Commission itself, throughout the process of approval is questionable. Despite having formed a *prima facie* opinion under Sec. 29(1) of the Competition Act, the combination has been approved merely on a voluntary modification

proposed by Respondent No. 2 without any analysis as to whether the *prima facie* concerns have in fact been addressed as a result of the modification. As is clear on a perusal of order dated 15.03.2023, it has been entirely delivered on the basis of submissions made by Respondent No. 2 without any independent analysis whatsoever.

- T. Because Respondent No. 1 has been conferred powers under Secs. 44 and 45 of the Competition Act to impose a penalty in case party to a combination provides false information or omits to furnish the relevant information, however, Respondent No. 1 appears to have forgone such duties and powers in the present case.
- U. Because pursuant to directions of the Hon'ble Supreme Court, proceedings under Secs. 44 and 45 of the Competition Act were initiated by the Commission against *Amazon.com NV Investments Holdings LLC* and a penalty of Rs. 202 Crore was imposed, and the combination therein was directed to be examined afresh.
- V. Because Respondent No. 1 has failed to determine how Respondent No. 2 has dishonestly furnished false particulars in Form – II being Combination Notification C-2022/11/983 dated 03.11.2022 to illegitimately obtain an approval from the Commission.

- W. Because the false and incorrect information furnished by Respondent No. 2 goes to the root of the matter. Had the correct figures, as disclosed in the Resolution Plan submitted to the CoC been provided to the Commission, the combination would never have been approved.
- X. Because the combination has been approved on the basis of incorrect information particularly in view of the fact that the Resolution Plan submitted by Respondent No. 2 before the CoC was never placed on record before the Commission. In cases of combinations being entered into pursuant to ongoing CIRPs, it ought to be mandatory for the parties to place the Resolution Plan before the Commission.
- Y. Because Respondent No. 2 has not placed on record any details before the Commission to show that the operational capacity of Respondent No. 2 or the new combined entity will be enhanced in any manner in future. On the contrary, the Resolution Plan specifically states that Respondent No. 2 aims to operationalize the in-operational capacity of Respondent No. 3. Had the Commission been made aware of the said stipulation in the Resolution Plan, a restriction would have been imposed on the total operational

capacity of the combined entity to ensure that there is no AAEC on the relevant market.

- Z. Because Respondent No. 2 has submitted incorrect figures with respect to its own operational capacity and the operational capacity of Respondent No. 3. When the figures submitted to the Commission and those submitted to CoC are juxtaposed, it becomes apparent that Respondent No. 2 placed on record substantially lower figures to procure an approval of the combination.
- AA. Because Respondent No. 2 has willfully suppressed the fact that the proposed turnaround plan as comprised in the Resolution Plan incorporates fresh capital infusion of up to Rs. 100 Crores to operationalize the in-operational plants of Respondent No. 3.
- BB. Because the Commission has approved the combination subject to divestiture of the Rishikesh Plant of Respondent No. 3 relying on the statements of Respondent No. 2 that the Rishikesh plant contributes to 28% and 15% in the alco beverage and F&B markets respectively. However, according to the information available with the Petitioner, the said statements are factually untrue. While the Rishikesh plant

contributes to 18% of the total production in the alco-beverage sector it does not contribute at all to the F&B sector.

- CC. Because Respondent No. 2 has submitted completely inaccurate figures before the Commission with respect to the efficiency of the manufacturing units of Respondent No. 3. As is clear from the extract of the Resolution Plan, Respondent No. 3 has consistently operated at an efficiency exceeding 80% over a 6-year average and the projected efficiency for the year 2029 is indicated to be 86%.
- DD. Because members of the Petitioner association are gravely affected by approval of the combination on the basis of false information provided by Respondent No. 2. The combination in its present form creates an AAEC in the relevant market. The combined entity will have a market share of over 80% in the F & B segment.
- EE. Because as a consequence of the false information submitted, the Commission has effectively approved creation of a monopoly in the market. Subsequent to approval of the combination on 15.03.2023, Respondent No. 2 has already increased its operational capacity and as per information available in public domain Respondent No. 2

presently has an operational capacity of 1954 TPD as opposed to 1600 TPD as recorded in order dated 15.03.2023.

- FF. Because in view of the task of the Commission to ensure that there is no AAEC in the market and to promote competition, wide powers have been conferred on the Commission under Secs. 44 and 45 of the Competition Act to impose penalty and pass any other orders it deems fit.
- GG. Because Respondent No. 1 has failed to verify any information furnished by Respondent No. 2.
- HH. Because it is necessary to ensure that corrective measures are taken to restore competitive balance in the Glass Container market.
- II. Because the explicit effort by Respondent No. 2 to present inaccurate, false and misleading information in its pursuit of conditional approval, which has been endorsed by the Respondent No. 1, as detailed in the said Complaints, and inaction of the Respondent No. 1 in this regard raises serious apprehensions regarding the integrity of the approval process. The deliberate inconsistencies in operational capabilities, efficiency assertions, and market share data, along with the deliberate withholding of crucial

information, underscore a coordinated attempt to deceive the Commission.

- JJ. Because it is imperative to underscore the Respondent No. 1's authority to address this complaint, as the proceedings before the Respondent No. 1 Commission remain ongoing, in accordance with Combination Regulation Nos. 17 and 26. The Commission holds the requisite jurisdiction to conduct a thorough investigation into the matter and implement necessary measures to uphold the integrity of the approval process and preserve market competition.
- KK. Because the Respondent No. 1 Commission must initiate / direct investigation against Respondent No. 2 and further re-evaluate its decision and assessment done in granting conditional approval on 15.03.2024, in view of the change in operational capacity of Respondent No. 2. Regulation 16 of the Combination Regulations specifically mandates that parties to inform the Commission of any change in the information provided and further empowers the Commission to treat the notice as invalid if the change significantly affects the determination of appreciable adverse effects on competition.

LL. Any other ground that may be raised with the permission of this Hon'ble Court.

60. It is humbly submitted that the Petitioner has not filed any other Writ Petition on a similar cause of action before this Hon'ble Court or any other Court. It is submitted that the Petitioner approached this Hon'ble Court vide W.P.(C) No. 12650/2024 *inter alia* seeking that action be taken by Respondent No. 1 on the complaints filed by the Petitioner. Thereafter, the Respondent No. 1 delivered the Impugned Order which has been challenged by way of the present Writ Petition.

61. Further, that the Petitioner has no other alternate and equally efficacious remedy other than the invocation of the Extraordinary Writ Jurisdiction of this Hon'ble Court under Article 226 and Article 227 of the Constitution of India.

62. The present Petition is *bona fide* and in the interest of justice and irreparable injury would be caused to the Petitioner if the same is not admitted and heard on merits.

63. The Respondent No.1 is situated in Delhi and this Hon'ble Court has the jurisdiction to entertain the present writ petition.

## **PRAYER**

In the light of the facts and circumstances stated hereinabove, it is most humbly prayed that this Hon'ble Court may be graciously pleased to:

Set aside order dated 24.09.2024 issued on 30.09.2024 delivered by Respondent No. 1 in connection with Combination Notification C-2022/11/983;

- (i) Issue a writ of or in the nature of *certiorari* or any other appropriate writ, order or direction calling upon the Respondent No. 1 to initiate investigation and appropriate proceedings against Respondent No. 2 for furnishing false and incorrect information in connection with Form II, Combination Notification C-2022/11/983 dated 03.11.2022 and impose a penalty in accordance with Secs. 44, 45 of the Competition Act, 2002;
- (ii) issue a writ of or in the nature of *certiorari* or any other appropriate writ, order or direction calling upon the Respondent No. 1 to revoke and / or cancel the approval dated 15.03.2023 in connection with Form-II, Combination Notification C-2022/11/983 dated 03.11.2022 for acquiring target company i.e., Respondent No. 3 on the basis of the false information furnished by Respondent No. 2;

(iii) Pass such further Orders as this Hon'ble Court may deem fit and in the interest of justice.

AND FOR THIS ACT OF KINDNESS THE PETITIONER  
SHALL REMAIN DUTY BOUND, EVER PRAY.



Raghvendra  
Petitioner through its Authorised Representative

Through

Archit

Raghvendra

**ARCHIT KRISHNA| POOJA MEHTA**  
COUNSEL FOR THE PETITIONER  
H-19, BASEMENT, LAJPAT NAGAR-III  
NEW DELHI – 110024  
9810933083| [architkrishnaoffice@gmail.com](mailto:architkrishnaoffice@gmail.com)

NEW DELHI  
07.10.2024

**IN THE HIGH COURT OF DELHI AT NEW DELHI  
EXTRA ORDINARY CIVIL JURISDICTION  
WRIT PETITION (CIVIL) NO. \_\_\_\_\_ OF 2024**

**IN THE MATTER OF:**

GLASS MANUFACTURER AND EXPORT ASSOCIATION

...PETITIONER

*VERSUS*

COMPETITION COMMISSION OF INDIA & ORS

...RESPONDENTS

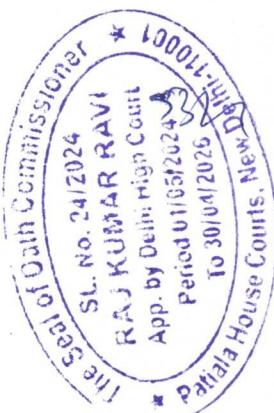
**AFFIDAVIT**

I, Raghvendra Pandey s/o Rajesh Pandey, aged around 36 years r/o G-223, Rambagh Colony, Yamuna Bridge, Agra- 282 006 as Authorised Representative of the Petitioner, presently at New Delhi, do hereby solemnly state and affirm on oath as under:

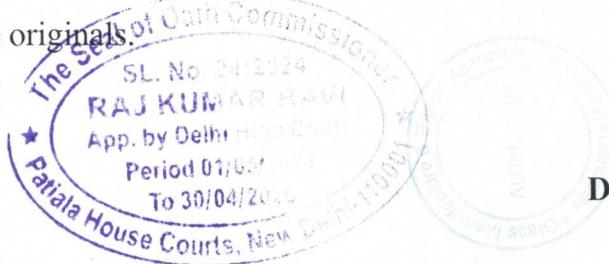
1. That I am the Authorised Representative of the Petitioner in the present Writ Petition and as such I am conversant with the facts and circumstances of the present case and competent to swear the present affidavit.
2. That the accompanying Writ Petition has been drafted by my counsel under my instructions and contents of the same are not being repeated herein for the sake of brevity.
3. The contents of the same are true and correct to the best of my knowledge and belief. Nothing false is contained therein and nothing material has been concealed therefrom.



*Raghvendra*



4. That the Annexures in support of the present Petition are true copies of their respective originals.



Raghvendra  
DEPONENT

VERIFICATION

I identified the Depo[nt] who has signed in my presence  
Verified on this \_\_\_\_\_ day of 07 OCT 2024 at \_\_\_\_\_ that the contents of this affidavit are true and correct to the best of my knowledge and belief, no part of it is false and nothing material has been concealed therefrom.

Raghvendra  
DEPONENT

SWORN & SIGNED THAT THE DEPONENT  
Sri/Smt./Km..... Raghvendra Singh  
S/o, W/o, D/o, Sh.....  
R/o.....  
Identified by Sri/Smt..... Archna Krish  
has solemnly Attested before me at Delhi  
on..... Sl. No.... 53/2024  
that the contents of the affidavit which  
have been read over & explained to him/her  
are true & correct to his/her knowledge.  
R  
Oath Commissioner, Delhi

07 OCT 2024



## ANNEXURE P1



भारतीय प्रतिस्पर्धा आयोग  
COMPETITION COMMISSION OF INDIA

By e-mail and speed post

Combination Registration No.:C-2022/11/983

30<sup>th</sup> September 2024

To  
 Mr. Archit Krishna  
 Advocate  
 H-19, Basement, Lajpat Nagar-III  
 New Delhi-110024  
 Email: [architkrishnaoffice@gmail.com](mailto:architkrishnaoffice@gmail.com)

**Subject: Reference made by The Glass Manufacturer & Export Association (GMEA) in Combination Registration No.C-2022/11/983**

इस मामले में आयोग ने दिनांक 24 सितंबर 2024 को आदेश जारी किया है। आदेश की प्रमाणित प्रति आपकी जानकारी हेतु संलग्न है।

In the instant matter the Commission has issued an order dated 24<sup>th</sup> September 2024. Certified copy of the order is enclosed herewith for your information.

सचिव/ Secretary



## COMPETITION COMMISSION OF INDIA

24<sup>th</sup> September 2024

Reference made by The Glass Manufacturer & Export Association (GMEA) in  
Combination Registration No. C - 2022/11/983

Order

1. The Commission in its meeting held on 3<sup>rd</sup> September 2024 and meeting held today considered references made by GMEA vide letters dated 18<sup>th</sup> January 2024 followed by reminders dated 25<sup>th</sup> January 2024, 29<sup>th</sup> January 2024, 5<sup>th</sup> February 2024, 9<sup>th</sup> February 2024, 18<sup>th</sup> March 2024, 30<sup>th</sup> May 2024, 18<sup>th</sup> July 2024 and 29<sup>th</sup> July 2024 (**GMEA Reference**) in Combination Registration No. C-2022/11/983, which relates to the notice dated 3<sup>rd</sup> November 2022 filed by AGI Greenpac Limited (**AGI**) under Section 6(2) of the Competition Act, 2002 ('**Act**') for the acquisition of up to 100 percent shareholding of Hindustan National Glass Industries Limited (**HNG**) ('**Combination**').
2. It is noted that the said Combination was approved by the Commission, by passing an order dated 15<sup>th</sup> March 2023 under Section 31(1) of the **Act** (**Order**), subject to compliance of Modification (as defined in the Order) offered by AGI under Regulation 25(1A) of the Combination Regulations.
3. After following the due process and seeking clarifications from AGI wherever required and accordingly considering the submissions of AGI during the course of review of the Combination, observations made in the Order, issues highlighted vide the References and clarifications provided by AGI, the Commission observed that there is no material inconsistency in the information filed by AGI.
4. In view of the foregoing, no further order or direction is required to be passed in the matter.
5. The Secretary is directed to inform GMEA accordingly.

Sd/-  
Member (DA)

Sd/-  
Member (SK)

Sd/-  
Member (AA)

Sd/-  
Chairperson



Certified True Copy

  
30/07/2024  
धर्मा दसारी /Dharma Dasari  
सहायक निदेशक (सी.एस.) /Assistant Director (CS)  
भारतीय प्रतिस्पर्धा आयोग  
Competition Commission of India  
नई दिल्ली /New Delhi

संख्या

2947

पत्रावली सं-AG

63270

दिनांक

01-08-15



## सोसाइटी-रजिस्ट्रीकरण का

### प्रमाण-पत्र

(अधिनियम संख्या 21, 1860 के अधीन)

संख्या ..... 749 ..... 20<sup>15</sup> ..... 20<sup>16</sup>.....

एतद्वारा प्रमाणित किया जाता है कि उलास मैन्युफैक्चरर एंड  
एक्सपोर्ट एसोसिएशन, पता—183, / 9 विभव नगर, —  
फिरोजाबाद 283203।

को आज उत्तर प्रदेश में अपनी प्रवृत्ति के संबंध में यथासंशोधित सोसाइटीज रजिस्ट्रेशन अधिनियम,  
1860 ई० के अधीन सम्यक् रूप से रजिस्ट्रीकृत किया गया है। यह प्रमाण-पत्र ..... 30-07-2020  
तक विधिमान्य होगा।

आज दिनांक ..... 31 जुलाई ..... दोहजार ..... पंचदह ..... को  
मेरे हस्ताक्षर से दिया गया।

सोसाइटी के रजिस्ट्रार,  
उत्तर प्रदेश।

सेवा में,

२०००/-

पंजीकरण

श्रीमान् उपनिबन्धक महोदय,  
फर्म्स सोसाइटीज तथा विट्स  
१२ए/३३९ आ०वि०कालोनी सिकन्दरा योजना  
आगरा

विषय — संस्था ग्लास मैन्यूफैक्चरर एंड एक्सपोर्ट एसोसिएशन, १८३/९ विभग नगर,  
फिरोजाबाद-२८३२०३ के पंजीकरण के संबंध में।

महोदय,

निवेदन करना है कि प्रार्थी अपनी संस्था के पंजीकरण के लिए निर्धारित शुल्क 2000/- रु० के साथ पते सत्यापन प्रमाण पत्र, स्मृति पत्र एवं नियमावली एवं शपथ पत्र जमा कर रहा हूँ।

अतः श्रीमान् जी से अनुरोध है कि उक्त संस्था का पंजीकरण करने की कृपा करें।

आपकी अति कृपा होगी।

दिनांक — २९-७-८५

कृपाली रजिस्ट्रर  
फर्म्स सोसाइटीज तथा विट्स  
आगरा

भवदीय

M. K. Bansal

(मुकेश कुमार बसंल)

अध्यक्ष

### स्मृति-पत्र

1. संस्था का नाम - ग्लास मैन्यूफैक्चरर एंड एक्सपोर्ट एसोसिएशन  
 2. संस्था का पता - 183/9 विभव नगर, फिरोजाबाद-283203  
 3. संस्था का कार्यक्षेत्र - सम्पूर्ण उत्तर प्रदेश होगा  
 4. संस्था के उद्देश्य - संस्था के निम्न लिखित उद्देश्य होंगे -

1. समिति के उद्देश्य शिक्षा के उत्तरोत्तर विकास हेतु कार्य क्षेत्र में प्राइमरी से लेकर जूनियर हाईस्कूल, हाईस्कूल, इंटर कालेज आवश्यकता होने पर डिग्री कालेज, तकनीकी संस्थान, आईटीआई चिकित्सा संस्थान, सीबीएसई विद्यालय, मदरसा तथा तकनीकी शिक्षा दूरस्थ शिक्षा, ग्रामोद्योगी व कृषि शिक्षा इंजीनियरिंग संस्थानों, से सम्बन्धित शोध कार्य आदि की स्थापना करना और उनका निःशुल्क विधिवत संचालन कर बालक, युवक, युवतियों को स्वाभलम्बी एवं आत्म निर्भर बनाना।
2. समिति का उद्देश्य निर्धन, अनाथ, अपंग बच्चों को निःशुल्क शिक्षा की व्यवस्था तथा उन्हें छात्रवृत्तियों दिलाना व उनकी सुविधा हेतु निःशुल्क पुस्तकालय, वाचनालय, छात्रावास, कीड़ा केन्द्रों की स्थापना करना।
3. असहाय बच्चों को शैक्षणिक, भरण पोषण तथा उन्हें योग्य बनाने हेतु प्रयास करना और निःशुल्क स्वास्थ्य केन्द्रों, बाल आश्रम, वृद्धा आश्रम व शिक्षा संस्थानों की स्थापना करना।
4. केन्द्रीय व राज्य सरकार, निगम बोर्ड, संबंधित विभागों के वित्तीय सहयोग से लोगों के कल्याण हेतु सुलभ प्रशिक्षण जैसे सिलाई, कडाई, कराई, बुनाई, हस्तशिल्पकला, वस्तुकला, दस्तकारी, दरी कालीन, ड्राइंग पेंटिंग, कला प्रशिक्षण तथा टंकण, आशुलिपि, कम्प्यूटर, साफ्टवेयर, हार्डवेयर नेटवर्किंग एवं फैशन डिजाइनिंग एवं ब्यूटीशियन आदि का निःशुल्क प्रशिक्षण देकर उन्हें आत्मनिर्भर बनाना तथा उनमें जागरूकता पैदा करना।
5. महिलाओं एवं बच्चों के सर्वांगीण विकास हेतु शहरी एवं ग्रामीण क्षेत्रों के पिछड़े एवं मलिन बस्तियों में स्वच्छता, साक्षरता, परिवार नियोजन, मातृ शिशु पोषण, महिला एवं बाल विकास कार्यक्रम, बाल टीकाकरण कार्यक्रमों, धमार्थ चिकित्सालय आदि को चलाना व उनके कल्याण हेतु सरकार की रोजगार परक प्रशिक्षण देना एवं निःशुल्क योग व प्राकृतिक चिकित्सा प्रदान कराना।
6. सभी प्रकार की बीमारियों की रोकथाम के लिए लोगों को जागरूक करना तथा निःशुल्क दबाओं का वितरण करना तथा उस पर शोध कार्य करना।
7. नागरिकों में सामाजिक जन चेतना जागृत करना एवं विज्ञापन, पोस्टर, बैनर आदि के माध्यम से एड्स से बचने के उपाय सुझाना एवं एड्स पर प्रभावी अंकुश लगाने का भरसक प्रयास करना और उनका राज्य, केन्द्र सरकार और विदेशी एजेन्सियों से पूर्ण सहायता लेना एवं संस्था के उद्देश्यों के प्रचार-प्रसार के लिये पत्रिका, इंटरनेट इत्यादि एवं शासन-प्रशासन की सहायता लेना।
8. संस्था का उद्देश्य पेयजल समस्या को दूर करने के लिए शुद्ध पेयजल की व्यवस्था करना जगह जगह हैंडपंप लगाना, पानी की टंकी की स्थापना करना तथा स्वजल धारा, पेयजल की पूर्ण व्यवस्था करना तथा खारे पानी व फ्लोराइडयुक्त पानी की समस्या ग्रस्त क्षेत्रों में वाटर फिल्टर पम्पों की व्यवस्था करना।
9. नागरिकों के कल्याणार्थ वर्ल्ड बैंक के सहयोग से चलाई जा रही योजनाओं का सफल संचालन व उनकी उन्हें जानकारी देना।
10. संस्था का उद्देश्य भ्रुण हत्या रोकने का प्रयास करना तथा पर्यावरण के शुद्धीकरण हेतु पॉलीथीन की प्रति लोगों को जागरूक करना।
11. निःशुल्क एम्बूलेंस सेवा उपलब्ध कराना, नेत्र चिकित्सा शिविरों, रक्तदान शिविरों के आयोजन शासन प्रशासन की सक्षम अनुमति के उपरांत करना।
12. दैवीय आपदाओं जैसे बाढ़, सूखा, भूकम्प, आगजनी, एक्सीडेंट आदि के समय पीड़ित जनता के मध्य राहत कार्य करना, उन्हें निःशुल्क दवा भोजन, वस्तु आदि की मदद पहुँचाना।

Rakesh Sharad Deepak Pawan

13. समाज के अपेक्षित लोगों जैसे अंधे, कुष्ठरोग व मूक वधिरों, विकलांगों व निराश्रित लाचार, वृद्धजनों के कल्याण के लिए कार्य करना व बालाश्रम, अनाथालय एवं वृद्धाश्रम की स्थापना करना और समय-समय पर दूध, वस्त्र, अनाज, कम्बल, फलों व दबाओं का निःशुल्क वितरण करना एवं रैन बर्सरों, शौचालयों तथा पीने के लिये पानी की व्यवस्था करना ।
14. निर्धन एवं अनाथ लोगों व पिछड़े क्षेत्रों के विकास हेतु केन्द्रीय एवं राज्य सरकार के संबंधित विभागों, मंत्रालयों जैसे स्वास्थ्य परिवार कल्याण मंत्रालय, यूनीसैफ, इंडको, महिला एवं बाल विकास विभाग, कपार्ट, काई, सिप्सा, नवार्ड, अवार्ड, नौराड, डूडा, सूडा, राष्ट्रीय महिला कोष, बाल विकास पुष्टाहार, महिला कल्याण निगम, वस्तुशिल्प हस्त मंत्रालय, पर्यावरण मंत्रालय, समाज कल्याण बोर्ड, केन्द्रीय समाज कल्याण सलाहकार बोर्ड, मानव संसाधन विकास मंत्रालय, श्रम मंत्रालय, सामाजिक न्याय एवं अधिकारिता मंत्रालय, मत्स्य विभाग, राजीव गांधी फाउंडेशन, विश्व स्वास्थ्य संगठन, विज्ञान एवं प्रौद्योगिकी परिषद, अनुवित्त विकास निगम, उद्योग निदेशालय, लघु उद्योग निदेशालय, अल्प संख्यक आयोग/बोर्ड, प्रधानमंत्री रोजगार योजना, नेहरू युवा योजना आदि के वित्तीय सहयोग से चलाई जा रही विभिन्न कल्याणकारी योजनाओं व कार्यक्रमों को चलाकर नागरिकों का सर्वांगीण विकास करना ।
15. संस्था का उद्देश्य ग्रामीण व शहरी क्षेत्र में ग्रामोद्योग के अन्तर्गत आने वाले लघु व कुटीर उद्योग की स्थापना कर मोमबत्ती, अरगबत्ती, साबुन, आदि बनाने का श्रमिकों व बेरोजगारों को निःशुल्क रोजगार की शिक्षा दिलाने का प्रयास करना तथा शिक्षण, प्रशिक्षण हेतु कच्चा माल खरीदना एवं तैयार माल को विक्रय करना प्राप्त आय को संस्था हितार्थ व्यय करना ।
16. सरकारी, गैर सरकारी, अर्द्ध-सरकारी विभागों, मंत्रालयों, उत्तर प्रदेश खादी ग्रामोद्योग बोर्ड, खादी आयोग, निगमों, सरकारी बैंकों, राष्ट्रीयकृत बैंकों से आर्थिक सहायता, नियमानुसार ऋण व अनुदान सेवा एवं अन्य सहयोग लेना ।
17. संस्था का कार्यक्षेत्र वृक्ष रोपण, प्रदूषण नियन्त्रण, जनसंख्या नियन्त्रण केंद्रों, नशाबन्दी कार्यक्रमों, आदि का संचालन करना ।
18. संस्था का उद्देश्य कृषकों को बढ़ावा देना तथा मशरूम की खेती करना, देशी खाद्य, कम्पोज खाद्य, बीज एवं कीटनाशक औषधियों का निर्माण करना तथा निःशुल्क वितरित करना तथा कृषि प्रधान देश में किसानों की सोचनीय दशा को ध्यान में रखते हुये कृषि उन्नति को बढ़ावा देना । किसानों में भाईचारे की भावना पैदा करना एवं समस्याओं को सुलझाना व शासन, प्रशासन, तक पहुँचाना ।
19. संस्था का उद्देश्य पशुधन जानवरों के निःशुल्क स्वास्थ्य संरक्षण, संवर्धन करना व उनके लिए निःशुल्क पशु चिकित्सालय पशुशाला की व्यवस्था करना व उनके प्रति मानवीय संवेदनाओं को प्रेरित करने व जानकारी हेतु जागरूकता शिविरों का आयोजन करना ।
20. प्रदेश में तेजी से लुप्त मूल प्रजाति गौवंश रक्षा संबर्द्धन विकास व गौशाला की स्थापना करना एवं उसके द्वारा आयोजित सेमिनार आदि में भाग लेना व सहयोग करना ।
21. संस्था का उद्देश्य निःशुल्क दहेज रहित सामूहिक विवाहों का आयोजन करना तथा गरीब, निर्धन कन्याओं की शादी करवाना तथा विवाह परित्यक्ताओं को पुनर्विवाह हेतु प्रोत्साहित करना ।
22. जल प्रबन्धन, कृषि अभियन्त्रण, कृषि रक्षा, कृषि आधारित ग्रामोद्योगों के संबंध में कार्य करना तथा उन्नत कृषि को बढ़ावा देना तथा किसानों को इसके उपाय सुझाना तथा कृषि विकास केन्द्रों की स्थापना हेतु निःशुल्क परामर्श देना ।
23. संस्था का उद्देश्य समान उद्देश्य वाली संस्थाओं से सम्पर्क स्थापित करना व उनका सहयोग करना ।
24. संस्था का उद्देश्य अलाभकारी अव्यवसायिक एवं कल्याणकारी कार्यों के लिये है ।
25. यह कि राज्य सरकार/भारत सरकार की विधि द्वारा स्थापित बोर्ड/विश्व विद्यालयों द्वारा संचालित पाठ्यक्रमों उपाधियों हेतु प्रदान किये जाने वाले प्रमाण पत्र न प्रदान किया जायेगा और न ही ऐसे पाठ्यक्रम बिना राज्य सरकार/भारत सरकार की अनुमति के संचालित ही किये जायेंगे ।

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५— प्रबन्धकारिणी समिति के पदाधिकारियों के नाम, पिता का नाम, पता, पद, व्यवसाय दिये गये हैं जिन्हें कि संस्था व नियमानुसार कार्यभार सौंपा गया है —

क्र० सं०	नाम	पिता/पति का नाम	पता	पद	व्यवसाय
1	श्री मुकेश कुमार बंसल	श्री सुरेश चन्द्र अग्रवाल	विभव नगर जलेसर रोड, फिरोजाबाद	अध्यक्ष	व्यापार
2	श्री सुनील प्रकाश	श्री सुरेश चन्द्र शर्मा	3/9 विभग नगर, पो० नॉर्थ, फिरोजाबाद	व० उपाध्यक्ष	व्यापार
3	श्री प्रदीप पचौरी	श्री महेश चन्द्र पचौरी	46/2 गुजन कालोनी, मथुरा नगर, फिरोजाबाद	क० उपाध्यक्ष	व्यापार
4	श्री शलभ बंसल	श्री पिंकेश बंसल	35/5 दुर्गा नगर, पो० रसूलपुर, फिरोजाबाद	प्रबन्धक/ सचिव	व्यापार
5	श्री पुष्टेन्द्र कुमार गोयल	श्री मुरली मनोहर गोयल	83 मिर्जा का नगला छोटा, फिरोजाबाद	उपप्रबन्धक/ उपसचिव	व्यापार
6	श्री दीपक गुप्ता	श्री प्रकाश चन्द्र गुप्ता	बाईपास रोड, नियर फिरोजाबाद कलब, शिवम् हाऊस फिरोजाबाद	कोषाध्यक्ष	व्यापार
7	श्री राकेश कुमार	श्री बलबीर सिंह	790 कटरा मीरा, शिकोहाबाद, फिरोजाबाद	सदस्य	व्यापार

हम निम्न हस्ताक्षरकर्ता यह घोषित करते हैं कि हम निम्न स्मृति पत्र व संलग्न नियमावली के अनुसार सोसा० रजि० एक्ट 1860 के अन्तर्गत इस समिति का गठन किया गया है ।

दिनांक : 20/07/2015

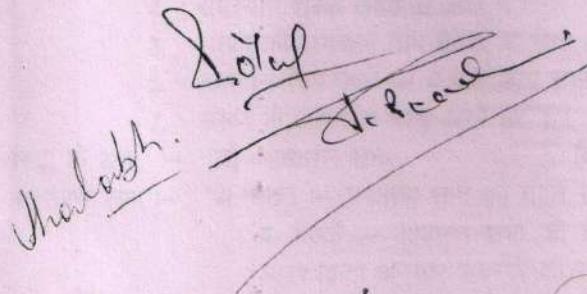
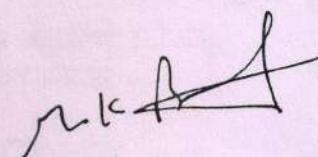
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*B.H*

*Deeksh* *Deekak*

ग्लास मैन्यूफैक्चरर एंड एक्सपोर्ट एसोसिएश्यान,  
 183/9 विभव नगर, फिरोजाबाद-283203  
 साधारण सभा के सदस्यों की सूची

क्र० सं०	नाम	पिता / पति का नाम	पता	सदस्यता	व्यवसाय
1	श्री मुकेश कुमार बंसल	श्री सुरेश चन्द्र अग्रवाल	विभव नगर जलेसर रोड, फिरोजाबाद	साधारण	व्यापार
2	श्री सुनील प्रकाश	श्री सुरेश चन्द्र शर्मा	3/9 विभग नगर, पो० नॉर्थ, फिरोजाबाद	साधारण	व्यापार
3	श्री प्रदीप पचौरी	श्री महेश चन्द्र पचौरी	46/2 गुंजन कालोनी, मथुरा नगर, फिरोजाबाद	साधारण	व्यापार
4	श्री शलभ बंसल	श्री पिंकेश बंसल	35/5 दुर्गा नगर, पो० रसूलपुर, फिरोजाबाद	साधारण	व्यापार
5	श्री पुष्पेन्द्र कुमार गोयल	श्री मुरली मनोहर गोयल	83 मिर्जा का नगला छोटा, फिरोजाबाद	साधारण	व्यापार
6	श्री दीपक गुप्ता	श्री प्रकाश चन्द्र गुप्ता	बाईपास रोड, नियर फिरोजाबाद क्लब, शिवम् हाऊस फिरोजाबाद	साधारण	व्यापार
7	श्री राकेश कुमार	श्री बलबीर सिंह	790 कटरा मीरा, शिकोहाबाद, फिरोजाबाद	साधारण	व्यापार


## नियमावली

1. संस्था का नाम — ग्लास मैन्यूफैक्चरर एंड एक्सपोर्ट एसोसिएशन
2. संस्था का पता — 183/9 विभव नगर, फिरोजाबाद-283203
3. संस्था का कार्यक्षेत्र — सम्पूर्ण उत्तर प्रदेश होगा
4. संस्था के उद्देश्य — संस्था उद्देश्य स्मृति पत्र के अंकितानुसार होंगे ।
5. संस्था की सदस्यता तथा सदस्यता के वर्ग :—

1. संरक्षक सदस्य :— जो सज्जन इस संस्था को एक मुश्त 1001/- रुपया सदस्यता शुल्क के रूप में देगा अथवा इतने या इससे अधिक मूल्य की कोई अचल या चल सम्पत्ति देगा वह सज्जन इस संस्था का संरक्षक सदस्य बनाया जायेगा ।
2. आजीवन सदस्य :— जो सज्जन इस संस्था को एक मुश्त 501/- रुपया सदस्यता शुल्क के रूप में देगा अथवा इतने या इससे अधिक मूल्य की कोई चल या अचल सम्पत्ति देगा वह सज्जन इस संस्था का आजीवन सदस्य बनाया जायेगा ।
3. साधारण सदस्य :— जो सज्जन इस संस्था को प्रतिवर्ष 250/- रुपया सदस्यता शुल्क व चंदा के रूप में देगा वह सज्जन इस समिति का साधारण सदस्य बनाया जायेगा ।
4. विशिष्ट सदस्य :— ऐसे सज्जन जिनकी आवश्यकता इस संस्था को महसूस हो रही हो जो कि संस्था को तन, मन, धन से सहयोग करने के लिये तत्पर रहते हों व जो विद्वान होंगे, सरकारद्वारा सम्मानित एवं उपाधि प्राप्त सदस्यों एवं जनप्रतिनिधियों को वर्तमान कार्यकारिणी संस्था का विशिष्ट सदस्य मनोनित करेगी और यह सदस्यता शुल्क से मुक्त होंगे और इनकी स्वेच्छा से दिया गया दान, चंदा संस्था को स्वीकार होगा । ऐसे सदस्यों को चुनाव में मत देने अथवा भाग लेने का अधिकार नहीं होगा परन्तु प्रतिबन्ध यह है कि ऐसे सदस्यों की संख्या 5 से अधिक न होगी ।

### 6. सदस्यता की समाप्ति :—

1. सदस्य की मृत्यु होने पर, पागल या दिवालिया घोषित होने पर ।
2. आचरण भ्रष्ट होने पर एवं संस्था विरोधी कार्य करने पर ।
3. किसी न्यायालय द्वारा अनैतिक कार्य करने पर दण्डित किये जाने पर ।
4. सदस्यता शुल्क समय से अदा न करने पर ।
5. संस्था की लगातार तीन बैठकों में बिना कारण बताये अनुपस्थित होने पर ।
6. त्यागपत्र दिये जाने पर व उसे आम सभा के द्वारा पास होने पर ।
7. संस्था के अहित में कार्य करने पर ।

### 7. संस्था के अंग :— (अ) साधारण सभा, (ब) प्रबन्धकारिणी समिति

8. साधारण सभा :— अ. गठन :— साधारण सभा का गठन संस्था के सभी सदस्यों को मिलाकर किया जायेगा ।

ब. बैठकें :— साधारण सभा की बैठक वर्ष में एक बार तथा विशेष बैठक कभी भी आवश्यकता अनुसार सदस्यों को सूचना देकर बुलायी जा सकती है ।

स. सूचना अवधि :— साधारण सभा की सूचना कम से कम 15 दिन पूर्व व विशेष बैठकों की सूचना 3 दिन पूर्व सूचना के किसी उचित या पर्याप्त माध्यम से दी जायेगी ।

द. गणपूर्ति :— गणपूर्ति के लिये कुल सदस्यों की संख्या के 2/3 सदस्यों की उपस्थिति का कोरम होगा ।

य. विशेष वार्षिक अधिवेषन की तिथि :— संस्था का विशेष वार्षिक अधिवेषन प्रतिवर्ष होगा जिसकी तिथि संस्था की कार्यकारिणी समिति के 2/3 बहुमत से तय की जायेगी ।

र. साधारण सभा के अधिकार एवं कर्तव्य :

1. संस्था की प्रबन्ध समिति का समय समय पर चुनाव सम्पन्न करना ।

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*Praveen  
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2. नियमों-विनियमों में संशोधन, परिवर्तन, परिवर्धन साधारण सभा के 2/3 बहुमत से करना।
3. वार्षिक बजट व वार्षिक कार्यक्रमों की रूपरेखा तैयार करने पर विचार विमर्श कर उसे स्वीकृत/अस्वीकृत करना।

#### 9. प्रबन्धकारिणी समिति :-

अ. गठन :— प्रबन्धकारिणी समिति का गठन संस्था की साधारण सभा में से 2/3 बहुमत से 7 सदस्यों को चुनकर किया जायेगा जिसमें एक अध्यक्ष, दो उपाध्यक्ष, एक प्रबन्धक/सचिव, एक उपप्रबन्धक/उपसचिव, एक कोषाध्यक्ष एवं शेष सदस्य होंगे। प्रबन्ध समिति में सदस्यों की संख्या आवश्यकतानुसार कम या अधिक की जा सकती है जो कि कम से कम 7 व अधिकतम 15 होगी।

ब. बैठकें :— प्रबन्धकारिणी समिति की सामान्य बैठक वर्ष में 2 बार तथा विशेष बैठक कभी भी आवश्यकतानुसार सदस्यों को सूचना देकर बुलाई जा सकती है।

स. सूचना अवधि :— प्रबन्धकारिणी समिति की सामान्य बैठकों की सूचना सदस्यों को एक सप्ताह पूर्व तथा विशेष बैठक की सदस्यों को एक दिन पूर्व सूचना के किसी भी उचित माध्यम से दी जायेगी।

द. गणपूर्ति :— गणपूर्ति के लिये कुल सदस्यों की संख्या के 2/3 सदस्यों की उपस्थिति का कोरम होगा।

य. रिक्त स्थान की पूर्ति :— प्रबन्धकारिणी समिति के अन्तर्गत यदि कोई आकस्मिक स्थान रिक्त होता है तो इस स्थान/पद की पूर्ति साधारण सभा के 2/3 बहुमत से प्रबन्धकारिणी समिति में से शेष कार्यकाल के लिये कर ली जायेगी।

#### र. प्रबन्धकारिणी समिति के अधिकार एवं कर्तव्य :-

1. संस्था की उन्नति एवं विकास हेतु कार्य करना एवं आपसी विवादों को सुलझाना।
  2. नियमों-विनियमों में संशोधन-परिवर्तन, परिवर्धन साधारण सभा के 2/3 बहुमत से कर उसे साधारण सभा से स्वीकृत करना।
  3. वार्षिक बजट व वार्षिक कार्यक्रमों की रूपरेखा तैयार करना।
  4. संस्था के विकास हेतु केन्द्रीय सरकार एवं राज्य सरकार के सम्बन्धित विभागों/मंत्रालयों एवं अन्य संस्थानों, प्रतिष्ठानों, निकायों, नागरिकों आदि से दान, चन्दा, ऋण, अनुदान एवं वित्तीय सहायता प्राप्त करना तथा प्राप्त आय को संस्था के हितार्थ चैरिटेबिल कार्यों में व्यय करना।
  5. संस्था के विकास हेतु उप इकाईयों एवं उप समितियों की स्थापना/गठन करना व उनका संचालन करना।
  6. संस्था अपने विकास कार्यों के लिए सम्पत्ति का क्रय-विक्रय कर सकती है एवं बैंक से ऋण प्राप्त कर सकती है व अपनी सम्पत्ति को बैंक में बन्धक रख सकती है।
- ल— कार्यकाल :— प्रबन्धकारिणी समिति के पदाधिकारियों एवं सदस्यों का कार्यकाल 5 वर्ष का होगा।

#### 10. पदाधिकारियों के अधिकार एवं कर्तव्य :-

##### 1. अध्यक्ष

1. संस्था की ओर से समस्त प्रकार की मीटिंगों की अध्यक्षता करना।
2. मीटिंग बुलाना व स्थगित करना, किसी विषय पर बराबर मत होने की दशा में अपना निर्णयक मत देना।
3. संस्था की कार्यकारिणी समिति व साधारण सभा द्वारा स्वीकृत कार्यों को करना तथा संस्था की आम देखभाल करना।

##### 2. उपाध्यक्ष -

1. अध्यक्ष की अनुपरिधित में उनके द्वारा स्वीकृत कार्यों को करना।
2. सामान्य स्थिति में अध्यक्ष के कार्यों में उनका सहयोग करना।

*Smt. Jhalak* *J.P.* *J.K.*

6

*R.A.*

*Deepak*

**3. प्रबन्धक / सचिव**

1. संस्था की ओर से समस्त प्रकार का पत्राचार करना, मीटिंग बुलाना व उसकी सूचना सदस्यों तक पहुँचाना, मीटिंग कार्यवाही लिखना।
2. संस्था के कार्यकर्ताओं की रूपरेखा तैयार करना।
3. संस्था की चल-अचल सम्पत्ति की सुरक्षा करना, दान-अनुदान तथा अन्य स्रोतों से प्राप्त आय सम्पत्ति व सदस्यता शुल्क प्राप्त करना। प्राप्त आय को संस्था के कोष में जमा करना।
4. संस्था की ओर से समस्त प्रकार की अदालती कार्यवाही की पैरवी करना।
5. संस्था के अन्तर्गत संचालित संस्थानों व विद्यालयों में कार्यरत कर्मचारियों एवं कार्यकर्ताओं की नियुक्ति, निष्कासन, पदोन्नति एवं पदच्युत करना, उनकी सेवा शर्त के नियम बनाना, वेतन भत्ते तथ करना व उनका भुगतान करना, वार्षिक प्रगति प्रतिवेदन तैयार करना।
6. साधारण सभा के सदस्य बनाने का अधिकार प्रबन्धक / सचिव का होगा।

**4. उपप्रबन्धक / उपसचिव –**

1. प्रबन्धक / सचिव की अनुपस्थित में उनके द्वारा स्वीकृत कार्यों को करना।
2. सामान्य स्थिति में प्रबन्धक / सचिव के कार्यों में उनका सहयोग करना।

**5. कोषाध्यक्ष**

1. संस्था के आय व्यय का लेखा-जोखा रखना व कोष को खाते में जमा करना।
2. प्रबन्धक / सचिव द्वारा स्वीकृत कार्यों को करना व बिल वाऊचरों का भुगतान करना।

**11. संस्था के नियमों-विनियमों में संशोधन प्रक्रिया :-**

संस्था के नियमों-विनियमों में संशोधन, परिवर्तन, परिवर्धन सोसा० रजि० अधि० की संगत धारा के अन्तर्गत साधारण सभा की 2/3 बहुमत से करना।

**12. संस्था का कोष व लेखा व्यवस्था :-**

संस्था का कोष किसी भी बैंक अथवा पोस्ट ऑफिस में संस्था के नाम से खाता खोलकर जमा किया जायेगा। जिसका संचालन अध्यक्ष, प्रबन्धक / सचिव एवं कोषाध्यक्ष में से किन्हीं दो के हस्ताक्षरों से किया जायेगा।

**13. संस्था का लेखा परिक्षण :-**

संस्था का लेखा परिक्षण प्रतिवर्ष सत्र समाप्ति किसी योग्य ऑडिटर व आवश्यकतानुसार चार्टर्ड एकाउन्टेंट द्वारा कराया जायेगा।

**14. संस्था के द्वारा अथवा उसके विरुद्ध अदालती कार्यवाही के संचालन का उत्तरदायित्व :-**

संस्था द्वारा होने वाली समस्त प्रकार की अदालती कार्यवाही के संचालन की पैरवी संस्था के प्रबन्धक / सचिव द्वारा अथवा उनके अधिकृत व्यक्ति द्वारा की जायेगी।

**15. संस्था के अभिलेख :-**

- |                      |                      |
|----------------------|----------------------|
| 1. सदस्यता रजिस्टर   | 2. कार्यवाही रजिस्टर |
| 3. कैश-बुक, रशीद बुक | 4. एजेंडा रजिस्टर    |
| 5. निरीक्षण रजिस्टर  |                      |

**16. संस्था का विघटन :-**

यदि भविष्य में कभी संस्था का विघटन होता है तो संस्था के विघटन और विघटित सम्पत्ति के निस्तारण की कार्यवाही सोसाइटीज रजिस्ट्रेशन अधिनियम की धारा 13 व 14 के अन्तर्गत की जावेगी।

दिनांक :- 20/07/2015

सत्यप्रतिलिपि

The document features several handwritten signatures in black ink, including "A. P. Patel", "R. K. Patel", "D. B. Patel", and "P. K. Patel". There are also some smaller, less legible signatures and initials.

No. 2947 File No. AG 63270

Dated 01/08/15

**Certificate of  
Society Registration**  
(Under Act No. 21, 1860)

No. 749..... of 2015.....-

2016

It is hereby certified that **Glass Manufacturers and Exporters Association**,  
Address : **183/9, Vibhav Nagar, Firozabad - 283203** has been duly registered under the Societies Registration Act, 1860 A.D. as amended in respect of its operation in Uttar Pradesh today. This certificate will be valid till 30-07-2020.

Given under my signature today dated 31st July Two Thousand Fifteen.

Sd/-  
Registrar of Societies,  
Uttar Pradesh  
Shri Mukesh Kumar Bansal - President

To,  
The Deputy Registrar,  
Firms Societies and Chits  
12A/339 Avas Vikas Colony,  
Sikandara Yojna, Agra

Sub.:**Regarding the registration of the**  
**subject organization Glass**  
**Manufacturer and Export Association,**  
**183/9 Vibhag Nagar, Firozabad-**  
**283203.**

Sir

It is requested that the applicant is submitting the Address Verification Certificate, Memo and Rules and Affidavit along with the prescribed fee of Rs. 2,000/- for the registration of his organization.

Therefore, Sir, it is requested to kindly register the said organization.

We will be highly grateful you.

Dated 29-7-15

Yours sincerely

Sd/- (Mukesh Kumar Basnal)

President

# TRUE TRANSLATED COPY #

## **MEMORANDUM**

1. Name of the organization : Glass  
Manufacturer  
and Export Association
2. Address of the organization 183/9 Vibhav  
Nagar, Firozabad-  
283203
3. The area of operation  
The organization will be operational in the  
entire Uttar Pradesh
4. Objectives of the organization:-  
The following objectives of the  
organization will be:-
  1. The objectives of the committee are to  
establish primary to junior high school,  
high school, intermediate college if  
required, degree college, technical  
institute, ITI, medical institute, CBSE

school, madrasa and technical education, distance education, research work related to village industry and agricultural education engineering institutes etc. for progressive development of education and to make boys, young men and women self-reliant and self dependent by running them free of cost and properly.

2. The objective of the committee is to arrange free education for poor, orphan and handicapped children and to get them scholarships and to establish free libraries, reading rooms, hostels, kirda centres for their convenience.
3. To make efforts for educational maintenance of helpless children and to make them capable and to establish free

health centres, children's homes, old age homes and educational institutions.

4. With the financial support of the Central and State Government, Corporation Board, concerned departments, to make them self-reliant and create awareness among them by providing free training like sewing embroidery, spinning, weaving, handicrafts, architecture, handicrafts, carpet, drawing painting, art training and typing, shorthand, computer, software, hardware networking and fashion designing and beautician etc. for the welfare of the people.
5. To run cleanliness, literacy, family planning, maternal child nutrition, women and child development programs, child vaccination programs, charitable

hospitals etc. in backward and slum areas of urban and rural areas for the all-round development of women and children and to provide employment oriented training of the government for their welfare and to provide free yoga and naturopathy.

6. To make people aware for prevention of all types of diseases and distribute free medicines and do research work on it.
7. To awaken social public awareness among the citizens and to suggest ways to avoid AIDS through advertisements, posters, banners etc. and to make every effort to effectively control AIDS and to take full help from the state, central government and foreign agencies and to take help of magazines, internet etc. and

government-questions for publicizing the objectives of the organization.

8. The aim of the organization is to arrange for pure drinking water to overcome the drinking water problem by installing hand pumps at various places, setting up water tanks and making complete arrangements for drinking water through Swajal Dhara and water and arranging water filter pumps in areas suffering from salty water and fluoride water.
9. Successful operation of schemes being run with the help of World Bank for the welfare of the citizens and giving them information about them.
10. The aim of the organization is to try to stop foeticide and to make people aware

about polythene for the purification of the environment.

11. To provide free ambulance service, organize eye camps, blood donation camps after taking competent permission from the government administration.
12. To provide relief work among the affected people during natural calamities like flood, drought, earthquake, fire, accident etc., to provide them help in the form of free medicine, food, goods etc.
13. Working for the welfare of the needy people of the society like blind, lepers and deaf-mute, handicapped and destitute, old people and establishing Bal Ashram, Orphanage and Old Age Home and from time to time distributing milk, clothes, grain, blankets, fruits and

pressure cookers free of cost and making arrangements for night shelters, toilets and drinking water.

14. To ensure all-round development of citizens by running various welfare schemes and programmes for the development of poor and orphan people and backward areas with the financial support of the concerned departments and ministries of Central and State Government such as Ministry of Health and Family Welfare, UNICEF, INDOCO, Department of Women and Child Development, CAPART, CAI, CIPSA, NAVARD, AWARD, NORAD, DUDA, SUDA, Rashtriya Mahila Kosh, Bal Vikas Poshan, Mahila Kalyan Nigam, Ministry of Handicrafts, Ministry of Environment,

Social Welfare Board, Central Social Welfare Advisory Board, Ministry of Human Resource Development, Ministry of Labour, Ministry of Social Justice and Empowerment, Department of Fisheries, Rajiv Gandhi Foundation, World Health Organization, Council of Science and Technology, Sub-Finance Development Corporation, Directorate of Industries, Directorate of Small Industries, Minority Commission/Board, Prime Minister Employment Scheme, Nehru Yuva Yojana etc. 15. The aim of the organization is to establish small and cottage industries under village industry in rural and urban areas and to make candles, agarbatti, soap, etc. and to provide free employment education to the workers

and unemployed and to purchase raw material for education and training and to sell the finished goods and to spend the income for the benefit of the organization.

- 16 To take financial assistance, loan and grant service as per rules and other support from government, non-government, semi-government departments, ministries, Uttar Pradesh Khadi Promotion Board, Khadi Commission, corporations, government banks, nationalized banks.
17. The field of work of the organization is to plant trees, control pollution, run population control centers, anti-drug programs, etc.

18. The aim of the organization is to encourage farmers and do mushroom farming, manufacture and distribute indigenous food, compost food, seeds and pesticides free of cost and to promote agricultural development keeping in mind the worrying condition of farmers in an agriculture-based country. To create a sense of brotherhood among farmers and solve their problems and take them to the government and administration.

19. The aim of the organization is to protect and promote the health of livestock animals free of cost and to arrange for free veterinary hospitals and animal shelters for them and to organize awareness camps to inspire human

sensitivities towards them and for information.

20. To establish cow protection, promotion and development and Gaushala in the state for the rapidly disappearing native species of cows and to participate and assist in seminars etc. organized by it.
21. The objective of the organization is to organize free dowry-free mass marriages and to get poor girls married and to encourage widowed and forsaken women to remarry.
22. To work in relation to water management, agricultural engineering, agricultural protection, agriculture based village industries and to promote advanced agriculture and to suggest its measures to farmers and to give free consultation

for the establishment of agricultural development centers.

23. The objective of the organization is to establish contact with similar organizations and to cooperate with them.
24. The objective of the organization is for non-profit, non-commercial and welfare works.
25. That the certificates awarded for the courses and degrees conducted by the Boards/Universities established by law of the State Government/ Government of India will not be provided nor such courses will be conducted without the permission of the State Government/ Government of India.

The names of the office bearers of the Executive Committee, their father's name, address, position and occupation are given to whom the responsibility has been entrusted as per the rules and the organization.

Sr. No.	Name	Father/ Husband's Name	Address	Designation	Occupation
1	Mr. Mukesh Kumar Basal	Mr. Suresh Chandra Agarwal	Vibhav Nagar Jaleshwar Road, Firozabad	President	Business
2	Mr. Sunil Prakash	Mr. Suresh Chandra Sharma	3/9 Vibhag Nagar, PO North, Firozabad	Vice President	Business

3	Mr. Pradeep Pachauri	Mr. Mahesh Chandra Pachaur i	46/2 Gunjan Colony, Mathura Nagar, Firozaba d	Asst. Vice President	Business
4	Mr. Shalabh Bansal	Mr. Pinkesh Bansal	35/5 Durga Nagar, PO Rasulpur ,	Manager / Secretar y	Business
5	Mr. Pushpendr a Kumar Goyal	Mr. Murali Manohar Goyal	83 Mirza Ka Nagla Chota, Firozaba d	Deputy Manager / Deputy Secretar y	Business
6	Mr. Deepak Gupta	Mr. Prakash Chandra	Bypass Road, Near	Treasurer	Business

		Gupta	Firozabad Club, Shivam House Firozabad		
7	Mr. Rakesh Kumar	Mr. Balbir Singh	790 Katra Meera, Shikohabad, Firozabad	Member	Business

We the following Signatories declare that  
 we have formed this committee under the  
 Societies Regd. Act 1860 as per the following  
 Memorandum and the attached rules.

Date: 20/07/2015

# TRUE TRANSLATED COPY #

Glass Manufacturers and Export Association,  
183/9 Vibhav Nagar, Firozabad-283203

List of Members of the General Body

Sr. No.	Name	Father/Husband's Name	Address	Designation	Occupation
1	Mr. Mukesh Kumar Basal	Mr. Suresh Chandra Agarwal	Vibhav Nagar Jaleshwar Road, Firozabad	General	Business
2	Mr. Sunil Prakash	Mr. Suresh Chandra Sharma	3/9 Vibhag Nagar, PO North, Firozabad	General	Business
3	Shri Pradeep Pachauri	Shri Mahesh Chandra Pachauri	46/2 Gunjan Colony, Mathura Nagar, Firozabad	General	Business

4	Mr. Shalabh Bansal	Mr. Pinkesh Bansal	35/5 Durga Nagar, PO Rasulpur, Firozabad	General	Business
5	Mr. Pushpendra Kumar Goyal	Mr. Murli Manohar Goyal	83 Mirza's Nagla Chota, Firozabad	General	Business
6	Mr. Deepak Gupta	Mr. Prakash Chandra Gupta	Bypass Road, Near Firozabad Club, Shivam House Firozabad	General	Business
7	Mr. Rakesh Kumar	Mr. Balbir Singh	790 Katra Meera, Shikohabad, Firozabad	General	Business

## **MANUAL**

1. Name of the Organization: Glass Manufacturers and Exporters Association
2. Address of the Organization: 183/9 Vibhav Nagar, Firozabad-283203
3. Scope of the institution: The entire Uttar Pradesh
4. Objectives of the institution

The objectives of the organisation will be as mentioned in the memorandum.

5. Membership of the Association and Classes of membership:-

1. **Patron Member** - The gentleman who will give Rs. 1001/- as a lump sum membership fee to this organization or will give any immovable or movable property of this value or more, will be

made the Patron Member of this organization.

2. **Life Member** - The gentleman who will pay Rs. 501/- as a one time membership fee to this organization or will donate any movable or immovable property of this amount or more will be made a life member of this organization.

3. **Ordinary Member** - The gentleman who will give Rs. 250/- every year to this organization as membership fee and donation, that gentleman will be made an ordinary member of this committee.

4. **Special Members** - Such gentlemen whose need is felt by this organization, who are ready to help the organization with body, mind and money and who are scholars, members honored by the

government and have degrees and people's representatives will be nominated by the current executive as special members of the organization and these will be exempted from membership fees and the donations given by them voluntarily will be accepted by the organization. Such members will not have the right to vote or participate in the elections but the restriction is that the number of such members will not exceed 5.

#### **6. Termination of membership:-**

1. On death of the member, on being declared insane or bankrupt.
2. On being of corrupt conduct and doing anti-organization work.

3. On being punished by any court for doing unethical work.
  4. On not paying the membership fee on time.
  5. On being absent from three consecutive meetings of the organization without giving any reason.
  6. On giving resignation and it being passed by the general assembly.
  7. On working against the interest of the organization.
  7. Parts of the institution
- 8. General meeting:-**
- (a) General meeting, (b) Executive committee
- A. Constitution** The general body shall be constituted of all the members of the organization.

**B. Meetings** The general body meeting can be called once a year and special meeting can be called at any time as per requirement by giving notice to the members.

**C. Notice Period:** The notice for general meeting shall be given at least 15 days in advance and notice for special meeting shall be given 3 days in advance through any appropriate or sufficient means of notice.

**D. Quorum** For quorum, presence of 2/3rd of total members shall be the quorum.

**E. Date of Special Annual Meeting** The Special Annual Meeting of the Society shall be held every year, the date of which shall be decided by 2/3rd majority of the Executive Committee of the Society.

- R. Rights and duties of the general meeting
  1. Conducting elections of the management committee of the organization from time to time.
  2. Making amendments, changes, additions in the rules and regulations with 2/3 majority of the general assembly.
  3. Approving/rejecting the annual budget and the outline of the annual programs after discussing them.

## **9. Managing Committee**

- A. Formation Managing Committee will be formed by electing 7 members from the general body of the institution by 2/3 majority which will include one President, two Vice Presidents, one Manager/Secretary, one Deputy Manager/Deputy

Secretary, one Treasurer and the remaining members.

The number of members in the Managing Committee can be increased or decreased as per the requirement which will be minimum 7 and maximum 15.

**B. Meetings** General meeting of the Managing Committee can be called twice a year and special meeting can be called anytime as per the requirement by giving notice to the members.

**C. Notice period** Information of general meetings of the Managing Committee will be given to the members one week in advance and of special meeting to the members one day in advance through any appropriate medium of notice.

**D. Quorum** For quorum, the presence of 2/3 members of the total number of members will be the quorum. If any casual vacancy arises in the Executive Committee then this vacancy/post shall be filled by the Executive Committee with 2/3 majority in the General Body for the remaining tenure.

Rights and duties of the Executive Committee:-

1. To work for the progress and development of the organization and resolve mutual disputes.
2. To make amendments, changes, additions in the rules and regulations by 2/3 majority of the General Assembly and approve it with a simple majority.

3. To prepare the outline of the annual budget and annual programs.
4. To obtain donations, subscriptions, loans, grants and financial assistance from the concerned departments/ministries of the Central Government and State Government and other institutions, establishments, bodies, citizens etc. for the development of the organization and to spend the income obtained in charitable works for the benefit of the organization.
5. To establish/form sub-units and sub-committees for the development of the organization and to operate them.
6. The organization can buy and sell property for its development work and can obtain loan from the bank and can mortgage its property in the bank. Tenure of the office

bearers and members of the Executive Committee shall be 5 years.

## 10. Rights and duties of office bearers

### 1. **President**

1. To preside over all types of meetings on behalf of the organization.
2. To call and adjourn the meeting, to give the deciding vote in case of a tie on any subject.
3. To carry out the works approved by the executive committee and general assembly of the organization and to take general care of the organization.

### 2. **Vice President**

1. To carry out the works approved by the President in his absence.
2. To assist the President in his duties in unusual situations.

### **3. Manager/Secretary**

1. To carry out all types of correspondence on behalf of the organization, to call meetings and to send its information to the members, to write the meeting proceedings.
2. To prepare the outline of the programs of the organization.
3. To safeguard the movable and immovable property of the organization, to receive the income, property and membership fees from donations, grants and other sources. To deposit the income received in the fund of the organization.
4. To plead all types of court proceedings on behalf of the organization.

5. Appointment, dismissal, promotion and dismissal of employees and workers working in the institutions and schools run under the organization, making rules for their service conditions, fixing salary allowances and making their payment, preparing annual progress report.

6. **The manager / secretary** will have the right to appoint members of the general body.

**4. Deputy Manager / Deputy Secretary-**

1. Performing the works approved by the manager / secretary in his absence.
- 2- Assisting the manager / secretary in his work in normal circumstances.

**5. Treasurer**

1. Maintaining the account of income and expenditure of the organization and depositing the funds in the account.
2. Performing the works approved by the manager / secretary and paying bill vouchers.

**11. Procedure for amendment** in the rules and regulations of the organization:-

Amendment, change, addition in the rules and regulations of the organization should be done by 2/3 majority in the general body under the relevant section of the Society Regd. Act.

**12. Fund and accounting system of the organization:-**

The fund of the organization will be deposited in any bank or post office by opening an account in the name of the

organization. Which will be operated with the signatures of any two of the President, Manager/Secretary and Treasurer.

### **13. Audit of the organization-**

As required, it will be conducted by a chartered accountant. The audit of the organization will be conducted every year at the end of the session by a qualified auditor and the responsibility of conducting court proceedings against the organization or all types of court proceedings conducted by the organization will be advocated by the manager/secretary of the organization or by his authorized person.

### **15. Records of the organization**

- 1. Membership Register**
- 2. Proceedings Register**

3. Cash Book, Receipt Book

4. Agenda Register

5. Inspection Register

16.      Dissolution of the Society:-

If the Society is dissolved in future, then the process of dissolution of the Society and disposal of the dissolved property will be done under Section 13 and 14 of the Societies Registration Act.

True copy

Dated 20/07/2015

# TRUE TRANSLATED COPY #

## ANNEXURE P3

### GLASS MANUFACTURERS AND EXPORT ASSOCIATION MEMBERS LIST

S.No.	Name of Firm	Place	Phone No.	Mobile No.	Mail I.D.	Name of Partner's
1.	Bajrang Glass International	Firozabad	5612-243695	9837045392	info@bajrangglass.com	Devi Charan Agarwal, Uma Shankar Agarwal, Santosh Kumar Agarwal
2.	Ceeraj Export Shades & Hear Light Lences	Firozabad	5612-233335	9219435060, 9837441000	ceerajglassexports@gmail.com	Anuj Kumar Jain, Amit Jain, Smita Jain
3.	Chandra Exports	Firozabad	5612-221701, 5612-242566	9837034007	chandra10@gmail.com	Sharad Chandra Gupta
4.	Chaturbhuj Overseas	Firozabad	5612-244523	9927076899	Chaturbhuj98@gmail.com	Dinesh Chandra Sharma, Jyoti Sharma
5.	Chhatari Glass Industries	Firozabad	5612-246834	9837037318	rahulcgi@yahoo.co.uk	Rahul Jain
6.	Choics Glass Industries	Firozabad	5612-242377	9897087000	choicefzd@gmail.co.	Mr. Hemant Agarwal, Mr. Nitin Agarwal, Ms. Kamlesh Agrwal
7.	Classic Glass Export	Firozabad		8476886107, 9837074289	classicglassexports@gmail.com	Anshul Agarwal
8.	Crafton India	Firozabad	120-4114460	9871756279	info@crafton.co.in	Nigam Ranjan Mohanty, Premveer Singh
9.	Creative Arts	Firozabad	5612-291076	9897602786	hanfiparvez@hotmail.com	Parvez Ali, Majid Ali
10.	Crown Overseas	Firozabad		9837042888, 9837034031	info@crownoverseas.com	Sayed Juned Mukarram, Sayed Saqib Mukarram, Sayed Owais Mukaram, Sayed Shariq Ali, Mukarram Ali, Syed Naved Mukarram



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S.No.	Name of Firm	Place	Phone No.	Mobile No.	Mail I.D.	Name of Parter's
11.	Crystal Overseas	Firozabad	9897-009896	9897009896	crystaloverseasglass@gmail.com	Sumit Narula, Mayank Mittal, Rahul Agarwal
12.	Crystal World	Firozabad	5612-281234	9756600009	admin@crystalworldindia.com	Nitin Verma
13.	Decent Glass	Firozabad	5612-231742,	9756605544, 5412332270	info@deshiop.com	Anik Goyal
14.	Deshilp Overseas	Firozabad	5612-231742	9756605544, 9412332270	sales@deshilp.com	Anjali Goyal
15.	Dlite Craft	Firozabad	5612-240362	9837163695, 8958695000	info@dlitecrafts.com	Ashish Agarwl
16.	Emkay International	Firozabad	5612-231144	9837210976	emkayint124@gmail.com	Manoj Rathi, Shravan Rathi, Nidhi Rathi, Shalini Rathi
17.	Express Lites and Crafts	Firozabad	5612-241086	9837040233	expresslites.in@hotmail.com	Faisal Khan
18.	G.M. Interntional	Firozabad		9917750271, 9897064000	mail@gminternational.co.in	Sumit Bansal, Jitenera K. Diwaker
19.	G.M.Overseas	Firozabad		9737086086	Aananbt99@gmail.com	Nitin Mittal, Paras Agarwal, Shreyansh Agarwal, Abhimanyu Prakash
20.	Galaxy Inc.	Firozabad	5612-233009, 5612-233599	9219560399	inc@galaxyoverseasindia.com	Vijay Kumar Goyal

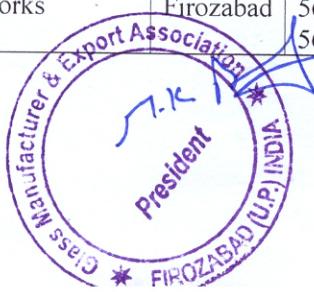


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S.No.	Name of Firm	Place	Phone No.	Mobile No.	Mail I.D.	Name of Parter's
21.	Glasskart	Firozabad		9927081250	info@glasskart.net	Yesh Jain, Manju Jain, Parul Jain, Aman Yadav
22.	Glass Art Overseas	Firozabad	5612-241954	9897047251, 9837184438	glassartoverseas@gmail.com	Prateek Gupta, Piyush Gupta
23.	Glass Designer Overseas	Firozabad		9897016740	glassdesigner.overseas@gmail.com	Aysh Jindal, Akash Jindal, Anirudh Gupta
24.	Glass Exports (India)	Firozabad	5612-240680, 5612-241680	9837049583	glassexportsind@gmail.com	Gopal Krishan Agrawal, Ram Krishan
25.	Glass World	Firozabad	5612-241863	9837006913, 9837142957	glassworldibn@gmail.com	Vishal Garg, Charu Garg, Ashish Agarwal, Meena Agarwal
26.	Glass World	Firozabad	5612-2203315	9897314786	Glassworld2013@gmail.com	Sarwar Hussain, Rakshi egam, Nazia Sanaul, Hasan, Gurkana, Zuairul Hussain
27.	Glasscraft Exort	Firozabad	5612-231676	9837064277	glasscraft@bsnl.m	Rajendra Gupa, Rajeev Gupta, Anjana Gupta
28.	Glassex Creation	Firozabad	5612-	9837355547	glassexcreationgc@gmail.com	Devendra Kumar Gupta
29.	Glaze Overseas	Firozabad	5612-244014	9927490444	Glaze_overseas@yahoo.co.in	Rajeev Sharma
30.	Globalart Collection Pvt.Ltd.	Firozabad	5612-	9897006401, 9897549849	sanjeev@globalartcollection.com	Nidhi Agarwal, Sanjeev Kumar Agarwal, Preeti Mittal
31.	Gupta Glass Exports	Firozabad	5612-242549	9412266130	gghindia@gmail.com	Mr. Priyank Gupta
32.	Hind Glass Industries	Firozabad	5623-243695, 5623-242847	9837035392	Bajranf2@sancharnet.in	Devi Charan Agarwal, Santosh Kumar Agarwal, Nitin Bansal
33.	Imperial Exports	Firozabad	011-25771078	9650618999	info@imperialexports.co.in	Ankit Gupta, Shyamveer Singh
34.	Industrial & Building Glass Industries	Firozabad		7060456342	Igglass2018@gmail.com	Raj Kumar Mittal, Anurag Mittal, Kunal Mittal, Madhu Rani Mittal, Shalabh Sansal, Naman Bansal, Shubhankar Asija Rani Pachouri, Ankit Goyal, Manish Mittal
35.	Jaunty Overseas Pvt.Ltd.	Firozabad	562- 8909060525	9997018062	jauntyjaunty@gmail.com	Munish Kumar Gupta, Vikash Gupta, Reetesh Gupta,
36.	Jhilmil Exports	Firozabad	5612-242256, 5612-246493	9837050237	info@jhilmiloverseas.com	Pushpendra Kumar Jain, Saendra Kumar Jain, Rajni Jain, Neena Jain, Sarita Jaslin, Pushpendra Kumar Jain HUF, Satendra Kumar Jain HUF, Mohit Jain



S.No.	Name of Firm	Place	Phone No.	Mobile No.	Mail I.D.	Name
37.	Jhilmil Overseas	Firozabad	5612-242256, 5612-246493	9837050737	<a href="mailto:mohit@jhilmiloverseas.com">mohit@jhilmiloverseas.com</a>	Pushpendra Kumar Jain, Satendra Kumar Jain, Pushpendra Kumar Jain HUF, Satendra Kumar Jain HUF, Mohit Jain
38.	K.S. Export	Firozabad		2412562609. 9412266756, 9368107503	<a href="mailto:Ksexport01@gmail.com">Ksexport01@gmail.com</a>	Gaurav Sachdeva, Gagan Sachdeva, Subhash Chand
39.	K.S. Art Ware	Firozabad	5612-242689	9837066599	<a href="mailto:ksartware@gmail.com">ksartware@gmail.com</a>	Subhash Chand
40.	Kavee Creations	Firozabad		9837044855, 9219422155	<a href="mailto:Kavee creations 2017@gmail.com">Kavee creations 2017@gmail.com</a>	Deepak Jain, Kavish Singh, Vishakha Jain
41.	Khushi Overseas	Firozabad		9319379043	<a href="mailto:khushihandicraft@yahoo.com">khushihandicraft@yahoo.com</a>	Pushpendra Singh,
42.	M.S.Exports	Firozabad		9410005445, 9897009418, 9412269205	<a href="mailto:Msexport.in@gmail.com">Msexport.in@gmail.com</a>	Robin Garg, Vishal Garg, Ashish Agarwal, Amit Agarwal, Shishir Agarwal
43.	M.G. Exports	Firozabad		9837084671, 9012215414	<a href="mailto:Mgexport-01@yahoo.in">Mgexport-01@yahoo.in</a>	Ankit Jain
44.	Manul Overseas	Firozabad	5612-248686	9837075956	<a href="mailto:Manuloverseas07@gmail.com">Manuloverseas07@gmail.com</a>	Alok Agarwal
45.	Marg Shree Enterprises	Firozabad	5612-230416	9837210976	<a href="mailto:Margshree124@gmail.com">Margshree124@gmail.com</a>	Singh Raj Yadav
46.	Meera Glass Industries	Firozabad	5612-292999, 5612-292929	9897257000, 9927060666	<a href="mailto:meeraglass@gmail.com">meeraglass@gmail.com</a>	Shamshad Ali, Shahzad Ali, Ishrat Ali
47.	Millenium Export	Firozabad	5612-231625	9837851000	<a href="mailto:info@milleniumexport.co">info@milleniumexport.co</a>	Sanjay Jain
48.	N.N. & Company	Firozabad	5612-231053	9837568000, 9837788731	<a href="mailto:Nnexport012@gmail.com">Nnexport012@gmail.com</a>	Saniki Agarwal, Neeraj Agarwal, Shok Kumar Agarwal
49.	Nisha Handicrafts	Firozabad	5612-261146	9897425744	<a href="mailto:Deepanshu-agr@yahoo.co.in">Deepanshu-agr@yahoo.co.in</a>	Deepanshu Agarwal
50.	Pooja Glass Works Pvt.Ltd.	Firozabad	5612-243695, 5612-261784		<a href="mailto:info@progressiveoverseas.com">info@progressiveoverseas.com</a>	Devi Sharan Agarwal, Uma Shankar Agarwal, Santosh Kumar Agarwal, Nitin Bankal
51.	Pragati Glass & Chemicals	Firozabad	5612-242804	9837278777, 9756600301	<a href="mailto:info@progressiveoverseas.com">info@progressiveoverseas.com</a>	Suman Bihari Singhal, Mithlesh Singhal
52.	Pratyaksha International	Firozabad	5612-232029	9837064303	<a href="mailto:Pratyaoverseas@hotmail.com">Pratyaoverseas@hotmail.com</a>	Sachin Paliwa, Vipin Gag
53.	Pratyaksha Overseas	Firozabad	232029	9837064303	<a href="mailto:pratyaoverseas@hotmail.com">pratyaoverseas@hotmail.com</a>	Navneet Paliwal, Sachin Paliwan
54.	Progressive Overseas	Firozabad	91- 9837278777	9837278777	<a href="mailto:info@progressiveoverseas.com">info@progressiveoverseas.com</a>	Abhishek Singhal, Anju Singhal
55.	Qadri Glass Works	Firozabad	5612-245680, 5612-241053	9412316524	<a href="mailto:rahulcgi@sancharnet.in">rahulcgi@sancharnet.in</a>	Rahul Jain, Rohit Jain



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Sl.No.	Name of Firm	Place	Phone No.	Mobile No.	Mail I.D.	Name
56	Reda Resources	Firozabad		9568160666	imran@redaresources.com	Imran Khan, Salman Khan
57	Reegal Enterprises	Firozabad			reegalent@gmail.com	Neeraj Agarwal, Ankit Agarwal
58	Gopal Overseas	Firozabad	5612-231566, 5612-283677	9219425525	sgopalgs@gmail.com	Atul Agarwal
59	Shobhan Enterprises	Firozabad	5162-232953	9837153080, 9411046801	shobhanaqua@gmail.com	Mukesh Kumar Jain
60	Shree Jee Overseas India	Firozabad		9536770777, 9267228777	abhishek@shreejioverseasindia.com	Abhishek Daksh, Neha Daksh
61	Shri Govind International	Firozabad		9837662547	shrigovindinternational@gmail.com	Anurag Gupta
62	Shri Shiv Glass Works	Firozabad	5612-233618	9837023371, 9897003437	business.shivglass@gmail.com	Mudit Gag, Shushant Gag, Banjay Agarwal, Akash Agarwal, Anil Bihari Agarwal
63	Shri Sita Ram Glass Works	Firozabad	91- 9219429500	9837039656	sitaramglassworks@gmail.com	Mukesh Kumar Bansal, Pinkesh Bansal, Shailesh Bansal
64	Shubham	Firozabad	9837085160	9837085160	shubhamgl@gmail.com	Bipin Agarwal
65	Shubham Overseas Inc.	Firozabad	5612-260452	9837085160, 9837911667	shubhamgl@gmail.com	Shubham Agarwal
66	Stalwart Oysum Collection	Firozabad	5612-231689	9368107509, 9412266756	stalwartoysumcollection@gmail.com	Gaurav Sachdeva
67	Synergy Overseas	Firozabad	5612-240016	9837027755	synergyoverseasforever@gmail.com	Harshit Bansal, Rajkumar Agarwal, Suresh Kumar Saraswat
68	Taga Five	Firozabad		9837014308, 9810122898	Tega-five@yahoo.com	Mubeen Ahmed
69	The Angel Quality Export	Firozabad		7895820016	Shakyapratibha97@gmail.com	Pratibha Shakya
70	The Angel Quality Export	Firozabad		9045261973	theangelfzd@gmail.com	Niranjan Shakya
71	The Bello International	Firozabad	9837085149	9837890629, 9837890625, 9997366100	thebellointernational@gmail.com	Prateek Goyal, Vijay Goyal, Gopal Das Goyal, Gaurav Gupta, Saurabh Gupta
72	The Glass Maison	Firozabad	0562- 4302288	8861211988, 9719710579	contact@theglassmaison.com	Gaurav Gupta, Piyush Bhawalpuria, Nidhil Gupta
73	The Lantern	Firozabad		9837090390	info@thelantern.co.	Ashish Jain



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Sl. No.	Name of Party	Place	Phone No.	Mobile No.	Mail ID	Name of Partner's
74	A.K. Glass Industries	Firozabad		8126422661	ak.glassindustries2017@gmail.com	Akash Gupta
75	A.M.Glass International	Firozabad	5612-280341, 5612-292171	9837035400	amglass@amglassinnl.com	Ajay Bhawalpuria, Mahesh Kumar Gupta, Kamala Devi Gupta
76	A.K.Porwal Export & Sons	Firozabad		8475924893, 9837445701	akgexportsfzd@gmail.com	Anand Kumar Porwal
77	A.V.M. Glass Industries (DECO DIVISION)	Firozabad		9837055741, 9837607152	Avmglass1@yahoo.com	Mahendra Kumar Jain, Virendra Kumar Jain
78	Access MFGR & Exports	Firozabad	5612-234890, 5612-245387	9837037334	rajeevdixit@bkgoverseasglass.com	Mr. Damodar Shastry, Mr. Rajeev Dixit, Mr. Yogesh Kumar Agarwal, Mr. Prafullit Kumar Dixit, Mr. Vinay Kumar Dixit, Mr. Sanjeev Dixit, Mr. Kapil Kumar Agarsal, Mr. Sudha Shastry
79	Adbhut Glass Industries	Firozabad	5612-231764		adbhutglass07@gmail.com	Vandana Jain
80	Ajay Glass Industries	Firozabad	5612-265469	9012155579, 9412721756, 9760031756	ajayglassworks@gmail.com	Lalit Bihar Singh
81	Akrti Decorators	Firozabad		9837301952, 8419108077	akratideco@gmail.com	Ashutosh Gupta
82	Alina Exports	Firozabad		9837337280	mail@alinaexports.co.in	Arshad Qazi
83	Allegiance Overseas	Firozabad		9837013858, 9837083893	info@allegiance-overseas.com	Vinod Kumar Jain
84	Amit International	Firozabad	5612-243466	9412266040	amita-intn@yahoo.co.in	Anuj Jain, Anish Jain
85	Antique Crystal	Firozabad	5612-261257	9837058738	antiquecrystal@gmail.com	Raj Kumar Gupta
86	Apeejay Exports	Firozabad		9837088238	apeejay06@rediffmail.com	Praveen Jain
87	Art Design Handicraft	Firozabad		9837567000	artexport012@gmail.com	Anjali Agarwal
88	Arvind Handicrafts	Firozabad	5612-231669	9837083893, 9837013858	arvindhhand57@yahoo.com	Vineet Jain, Neena Jain
89	Ashoka Glass Centre	Firozabad	5612-242698, 5612-232292	9412266864	ashokglasscentre@gmail.com	Ashok Kumar Gupta
90	B.K.G. Overseas	Firozabad	5612-234890	9837037334	rajeevdixit@bkgoverseasglass.com	Fajeev Dixit, Yogesh Agarwal, Kapil Agarwal, Prakash Dixit
91	B.L. Oversea	Firozabad	9219548489	9219668689	blmanish64@gmail.com	Deepak Agarwal



S.No.	Name of Party	Place	Phone No.	Mobile No.	Mail ID	Name of Partner's
93	Transparents Overseas	Firozabad		9219429500, 9837050456	mkbansal@transparentoverseas.com	Pradeep Kumar Agarwal, Pinkesh Bansal, Mukesh Bansal, Shailesh Bansal
94	Uma Glass Works Pvt. Ltd.	Firozabad	5612-230852	9837301949, 9219411200	umaglassworksfzd@gmail.com	Gaurav Singhal, Suresh Chandra Agarwal
95	Vishesh Industries	Firozabad		9412266231, 9837608736	visheshindustries@gmail.com	Ghan Shyam Gupta
96	Firozabad Ceramics Pvt.Ltd.	Firozabadf		9219695756	firozabadceramics2021@gaiml.co.	Shrey Bansal
97	General Traders	Firozabad		8923762730	gtglass2023@gmail.com	Nitin
98	Jayana Glass Udyog	Firozabad		9219695756	jayanaglass20@gmail.com.	Shrey Bansal
99	Naveen Glass Products	Firozabad		8941039000	naveenglass2019@gail.com	Ashish Agarwal
100	G.M. Glass Works	Firozab ad		7533806402	gmglasworksno2@gmail.com	Sher Singh



**ANNEXURE P4**

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**Ministry Of Corporate Affairs**

Date : 04-09-2024 8:20:20 am

**Company Information**

CIN	L51433WB1960PLC024539
Company Name	AGI GREENPAC LIMITED
ROC Name	ROC Kolkata
Registration Number	024539
Date of Incorporation	08/02/1960
Email Id	ngoenka@hindware.co.in
Registered Address	2 RED CROSS PLACE, KOLKATA, West Bengal, India, 700001
Address at which the books of account are to be maintained	-
Listed in Stock Exchange(s) (Y/N)	Yes
Category of Company	Company limited by shares
Subcategory of the Company	Non-government company
Class of Company	Public
ACTIVE compliance	ACTIVE Compliant
Authorised Capital (Rs)	22,25,00,000
Paid up Capital (Rs)	12,93,94,762
Date of last AGM	31/08/2023
Date of Balance Sheet	31/03/2023
Company Status	Active

**Jurisdiction**

ROC (name and office)	ROC Kolkata
RD (name and Region)	RD, Eastern Region

**Index of Charges**

Sr. No	SRN	Charge Id	Charge Holder Name	Date of Creation	Date of Modification	Date of Satisfaction	Amount	Address	Whether charge registered by other entity
1	AA6265619	100749521	HDFC BANK LIMITED	04/07/2023	22/11/2023	-	1,50,00,00,000	HDFC BANK HOUSEENAPATI BAPAT MARG LOWER PAREL W,Mumbai, Mumbai, Maharashtra, India, 400013	No
2	AA6267514	100743565	THE FEDERAL BANK LTD	04/07/2023	23/11/2023	-	2,50,00,00,000	FEDERAL TOWERSP B NO 103 ALWAYE,Ernakulam, Aluva, Kerala, India, 683101	No
3	AA6265726	100743195	Axis Bank Limited	04/07/2023	22/11/2023	-	2,00,00,00,000	TRISHUL 3RD FLOOR OPP SAMARTHESHWAR TEMPLE LAW GARDEN ELLISBRIDGE,Ahmedabad, Ahmadabad City, Gujarat, India, 380006	No

4	AA1110156	100641280	Standard Chartered Bank	18/11/2022	-	-	15,00,00,000	CREDIT RISK CONTROL,NARAIN MANZIL, 23 BARAKHAMBA ROAD,Central Delhi, New Delhi, Delhi, India, 110001	No
5	AA1018741	100548099	Axis Bank Limited	16/03/2022	27/09/2022	-	1,00,00,00,000	Wholesale Banking Centre (WBC) Gurgaon, DSS No. 77, 1st Floor,Huda Market, Sector-40, Gurgaon,Gurgaon, Gurgaon, Uttar Pradesh, India, 122001	No
6	AA1614306	100485071	HDFC BANK LIMITED	28/09/2021	23/02/2023	-	1,80,00,00,000	HDFC BANK HOUSE, SENAPATI BAPAT MARG,LOWER PAREL,WEST MUMBAI,Mumbai, Mumbai, Maharashtra, India, 400013	No
7	T90047085	100485905	THE FEDERAL BANK LTD	24/09/2021	07/03/2022	-	1,00,00,00,000	5, Sewa Corporate Park,M.G. Road, Gurugram,Gurugram, Haryana, India, 122002	No
8	F02178523	100459466	HDFC BANK LIMITED	25/06/2021	22/11/2021	06/05/2022	1,00,00,00,000	HDFC Bank House, Senapati Bapat Marg,Lower Parel (West),Mumbai, Maharashtra, India, 400013	No
9	F14974059	100269520	Federal Bank Limited	03/06/2019	19/11/2019	20/06/2022	1,00,00,00,000	B-247, Upper Ground Floor, Super Mart Commercial,Complex-1 DLF Phase IV,Gurgaon, Haryana, India, 122002	No
10	F02172146	100268068	HDFC BANK LIMITED	03/06/2019	-	06/05/2022	64,00,00,000	HDFC Bank House, Senapati Bapat Marg,Lower Parel (West) Mumbai-400013,Mumbai, Maharashtra, India, 400013	No
11	H42414037	100214163	State Bank of India	31/10/2018	15/01/2019	-	1,48,00,00,000	Overseas Branch, 9th Floor, Jawahar vyapaar Bhawan,Tolstoy Marg, New Delhi, Delhi, India, 110001	No
12	H20125431	100185243	Axis Bank Limited	12/06/2018	19/09/2018	-	1,00,00,00,000	First Floor DSS No 77,Sector 40,Gurugram, Haryana, India, 122001	No
13	H41997966	100139283	CITICORP FINANCE (INDIA) LIMITED	23/11/2017	26/07/2018	07/01/2019	64,00,00,000	8th Floor, First International Financial Centre, C-54&C-55, G-Block, Bandra Kurla Complex Bandra(E),Mumbai, , India, 400098	No
14	AA9139510	100130499	HDFC BANK LIMITED	09/10/2017	26/06/2024	-	1,00,00,00,000	HDFC BANK HOUSESENAPATI BAPAT MARG LOWER PAREL W,Mumbai, Mumbai, Maharashtra, India, 400013	No
15	F02169068	100071815	HDFC BANK LIMITED	22/12/2016	13/08/2020	06/05/2022	1,50,00,00,000	HDFC Bank House Senapati Bapat Marg,Lower Parel (W),MUMBAI, Maharashtra, India, 400013	No
16	H57706749	100061059	HBSC BANK (MAURITIUS) LIMITED	25/10/2016	-	22/04/2019	1,02,00,00,000	HSBC CENTRE, 18, CYBERCITY,EBENE, , Mauritius, 72201	No
17	G20933743	100056217	State Bank of India	29/09/2016	04/11/2016	-	1,34,00,00,000	OVERSEAS BRANCH, 711, 7th FLOOR, ASHOKA ESTATE, 24, BARAKHAMBA ROAD,NEW DELHI, Delhi, India, 110001	No
18	F03134038	10537477	ICICI BANK LIMITED	27/11/2014	-	12/05/2022	98,57,000	LANDMARKRACE COURCE CIRCLE,ALKAPURI,BARODA, Gujarat, India, 390015	No
19	C52885910	10529810	Bank of Bahrain & Kuwait B.S.C.	20/10/2014	27/02/2015	07/05/2015	55,00,00,000	6 - 3 - 550, L B Bhawan,Akashganga, Somajiguda,Hyderabad, Andhra Pradesh, India, 500082	No
20	AA1716476	10522772	HDFC BANK LIMITED	23/08/2014	-	23/03/2023	72,93,689	HDFC BANK HOUSESENAPATI BAPAT MARG,LOWER PAREL W,MUMBAI, Maharashtra, India, 400013	No
21	C64264450	10516916	ICICI BANK LIMITED	06/08/2014	-	10/09/2015	3,00,00,000	LANDMARKRACE COURCE CIRCLE,ALKAPURI,BARODA, Gujarat, India, 3900015	No
22	AA1716706	10514633	Axis Bank Limited	22/07/2014	-	23/03/2023	96,53,000	Asset Sales Centre,Upper Ground Floor, and Second Floor, Himalaya House, Cannought Place, Delhi, Delhi, India, 110001	No
23	C42713065	10472338	GE MONEY FINANCIAL SERVICES Private LIMITED	21/01/2014	-	23/01/2015	39,00,00,000	401 402 4TH FLOORAGGARWAL MILLENIUM TOWER,E1 2 3 NETAJI SUBHASH PLACE,PITAMPURA DELHI, Delhi, India, 110034	No

24	G87213112	10466209	HSBC Bank (Mauritius) Limited	10/12/2013	29/03/2014	15/05/2018	1,23,70,00,000	HSBC Center, 18 Cyber City,Ebene, , Mauritius, NA	No
25	C61617247	10466211	HSBC BANK (MAURITIUS) LIMITED	10/12/2013	-	07/08/2015	1,23,70,00,000	HSBC Centre, 18 Cyber City,Ebene, , Mauritius, NA	No
26	C51480713	10460629	STATE BANK OF INDIA	31/10/2013	-	15/04/2015	69,80,00,000	OVERSEAS BRANCH,JAWAHAR VYAPAR BHAWAN, 1, TOLSTOY MARG,NEW DELHI, Delhi, India, 110001	No
27	G07414329	10453514	STANDARD CHARTERED BANK	21/08/2013	05/12/2014	13/07/2016	1,22,50,00,000	(Acting as an Security Agent) CDU, NARAIN MANZIL, 23 BARAKHAMBA ROAD,NEW DELHI, Delhi, India, 110001	No
28	C21867353	10401730	Standard Chartered Bank	24/01/2013	22/11/2013	03/09/2014	90,00,00,000	CREDIT DOCUMENTATION UNIT,NARAIN MANZIL, 23 BARAKHAMBA ROAD,NEW DELHI, Delhi, India, 110001	No
29	B87379939	10397554	DBS Bank Ltd.	28/12/2012	-	18/10/2013	21,00,00,000	Upper Ground Floor,25,Barakhamba Road,Birla Tower,New Delhi, Delhi, India, 110001	No
30	C55445050	10386805	DBS Bank Ltd.	01/11/2012	19/07/2013	02/06/2015	50,00,00,000	CAPITOL POINT, BABA KHARAK SINGH MARG, CONNAUGHT PLACE, NEW DELHI, Delhi, India, 110001	No
31	C57610388	10384915	HSBC Bank (Mauritius) Limited	31/10/2012	-	26/06/2015	1,07,60,00,000	6th Floor, HSBC Centre,18, CyberCity, Ebene,Mauritius, , Mauritius, NA	No
32	C52569019	10354411	HDFC BANK LIMITED	24/04/2012	20/02/2013	28/04/2015	32,50,00,000	HDFC BANK HOUSEENAPATI BAPAT MARG,LOWER PAREL W,MUMBAI, Maharashtra, India, 400013	No
33	H45809860	10321183	DBS BANK LIMITED	25/11/2011	09/02/2012	18/02/2019	1,22,39,65,000	ACTING ON BEHALF OF DBS BANK LTD., SINGAPORE,UGF, BIRLA TOWER, 25 BARAKHAMBA ROAD, NEW DELHI, Delhi, India, 110001	No
34	B84802263	10310291	Standard Chartered Bank	28/09/2011	08/02/2012	17/09/2013	1,00,00,00,000	CREDIT DOCUMENTATION UNIT,NARAIN MANZIL, 23 BARAKHAMBA ROAD,NEW DELHI, Delhi, India, 110001	No
35	G11427093	10297830	DBS Bank Limited	29/06/2011	-	31/08/2016	40,00,00,000	Upper Ground Floor, Birla Tower,25, Barakhamba Road,New Delhi, Delhi, India, 110001	No
36	B62054952	10282962	The Shamrao Vithal Co-Operative Bank Limited	20/04/2011	-	02/11/2012	3,00,00,000	7, Sarkar Corner, J. P. Road, Versova, Andheri (W),Mumbai, Maharashtra, India, 400058	No
37	G07664998	10281788	STANDARD CHARTERED BANK (acting as an Security Agent)	20/04/2011	19/08/2011	15/07/2016	36,00,00,000	CREDIT RISK CONTROL,NARAIN MANZIL, 23 BARAKHAMBA ROAD,NEW DELHI, Delhi, India, 110001	No
38	C06725584	10248708	DBS Bank Ltd	03/07/2010	29/06/2011	12/06/2014	40,00,00,000	Upper Ground Floor, Birla Tower,25, Barakhamba Road,New Delhi, Delhi, India, 110001	No
39	B30120463	10219358	THE SHAMRAO VITHAL CO-OP. BANK LTD.	23/03/2010	20/04/2010	16/01/2012	4,13,00,000	7, Sarkar Corner, J. P. Road,Versova, Andheri (West),Mumbai, Maharashtra, India, 400058	No
40	B30118988	10217025	The Shamrao Vitthal Co-operative Bank Limited	05/03/2010	25/06/2011	16/01/2012	4,97,53,000	7, Sarkar Corner, J. P. Road, Versova,, Andheri (West),Mumbai, Maharashtra, India, 400058	No
41	B29075058	10195471	DHANALAKSHMI BANK LTD	21/12/2009	24/06/2010	03/01/2012	50,00,00,000	DHANALAKSHMI BANK BUILDINGNAICKNAL,Naickanal,TRICHUR, Kerala, India, 680001	No
42	B17098542	10162839	The Hongkong and Shanghai Banking Corporation Ltd.	16/06/2009	-	18/07/2011	15,00,00,000	25, Birla House,Barakhamba Road,New Delhi, Delhi, India, 110001	No
43	B30119713	10168102	THE SHAMRAO VITHAL CO-OP. BANK LTD.	04/05/2009	-	16/01/2012	4,35,00,000	7, Sarkar Corner, J. P. Road, Versova, Andheri (W), MUMBAI, Maharashtra, India, 400058	No
44	B32088304	10154543	ANDHRA BANK	16/03/2009	12/10/2009	17/01/2012	65,00,00,000	SULTAN BAZAR BRANCH,HYDERABAD,	No

										Andhra Pradesh, India, 500001	
45	A61900270	10134801	HSBC BANK PLC	24/12/2008	-	15/05/2009	80,00,00,000	South Asian Banking Level 37,8, Canada Square,London, , United Kingdom, E145HQ	No		
46	G05258801	10133023	HSBC BANK PLC	17/12/2008	20/03/2009	31/05/2016	80,00,00,000	South Asian Banking Level 37,8, Canada Square,London, , United Kingdom, E145HQ	No		
47	AA7195124	10137282	Canara Bank	28/11/2008	15/03/2024	-	7,30,00,00,000	Mid Corporate Connaught Place Branch, B-39, Connaught Place, New Delhi,Central Delhi, New Delhi, Delhi, India, 110001	No		
48	C66252677	10129256	Citi Bank N.A.	12/11/2008	20/03/2009	23/09/2015	72,86,25,000	JEEVAN VIHAR,3, SANSAD MARG,NEW DELHI, Delhi, India, 110001	No		
49	C65264236	10123290	Standard Chartered Bank	15/09/2008	12/07/2011	21/09/2015	72,00,00,000	CREDIT RISK CONTROL,NARAIN MANZIL, 23 BARAKHAMBA ROAD,NEW DELHI, Delhi, India, 110001	No		
50	B22407225	10122648	THE SHAMRAO VITHAL CO-OP. BANK LTD.	02/09/2008	-	28/09/2011	2,27,50,000	Matunga Branch, 5, Kanara House,Mogul Lane, Mahim, MUMBAI, Maharashtra, India, 400016	No		
51	B22411391	10118834	THE SHAMRAO VITHAL CO-OP. BANK LTD.	10/07/2008	-	28/09/2011	1,12,50,000	Matunga Branch, 5, Kanara House, Mogal Lane, Mahim,MUMBAI, Maharashtra, India, 400016	No		
52	A82002932	10081251	IDBI Bank Limited	27/12/2007	15/05/2009	30/03/2010	37,00,00,000	IDBI TOWERWTC COMPLEX,CUFFE PARADE,MUMBAI, Maharashtra, India, 400005	No		
53	A56893845	10053901	Citibank N.A.	27/04/2007	22/10/2008	23/02/2009	42,00,00,000	Jeevan Vihar, 3 Sansad Marg,New Delhi, Delhi, India, 110001	No		
54	B22410815	10048017	THE SHAMRAO VITHAL CO-OP. BANK LTD.	10/10/2006	-	28/09/2011	85,00,000	5, KANARA HOUSE, MOGAL LANE, MAHIM, MATUNGA, MUMBAI, Maharashtra, India, 400016	No		
55	B22408355	10026523	THE SHAMRAO VITHAL CO-OP. BANK LTD.	10/10/2006	-	28/09/2011	4,15,00,000	5, KANARA HOUSE, MOGAL LANE, MAHIM, MATUNGA, MUMBAI, Maharashtra, India, 400016	No		
56	A57172850	10020171	ABN Amro Bank N.V.	18/09/2006	28/08/2008	27/02/2009	50,00,00,000	Hansalaya Building, 15 Barakhambha Road,New Delhi, Delhi, India, 110001	No		
57	A57326555	10014366	HDFC BANK LIMITED	12/07/2006	11/09/2008	20/02/2009	32,70,00,000	HDFC BANK HOUSEENAPATI BAPAT MARG,LOWER PAREL W,MUMBAI, Maharashtra, India, 400013	No		
58	A52402716	80040644	CENTRAL BANK OF INDIA	29/12/2005	-	27/11/2008	17,25,00,000	RAILWAY ROAD BAHADURGARH ROHTAK,HARYANA,HARYANA, Haryana, India, 124507	No		
59	B14628309	90193043	THE SHAMRAO VITHAL CO.OP BANK LTD	21/09/2005	-	17/06/2011	99,75,000	MATUNGA BRANCH,MUMBAI, Maharashtra, India, 400016	No		
60	A57490294	80040646	CANARA BANK	01/09/2005	-	26/02/2009	5,00,00,000	INDUSTRIAL FINANCE BRAQNCH,WORLD TRADE TOWER,BARAKHAMBA LANE, Delhi, India, 110001	No		
61	A71134076	80040647	HDFC BANK LIMITED	22/12/2004	15/05/2009	10/10/2009	15,00,00,000	HDFC BANK HOUSEENAPATI BAPAT MARG,LOWER PAREL W,MUMBAI, Maharashtra, India, 400013	No		
62	A30190466	80040648	STATE BANK OF INDORE	17/11/2004	-	22/12/2007	15,00,00,000	TRIVENI COMPLEX,ABIDS,HYDERABAD, Andhra Pradesh, India, 500001	No		
63	A32851966	80040649	STATE BANK OF INDIA	16/10/2004	-	23/02/2008	36,00,00,000	RELIANCE HOUSE 2ND FLOOR,34 J L NEHRO ROAD,KOLKATA, West Bengal, India, 700071	No		
64	B14627715	90192871	THE SHAMRAO VITHAL CO.OP BANK LTD	15/09/2004	-	17/06/2011	52,05,000	MATUNGA BRANCH,MUMBAI, Maharashtra, India, 400016	No		
65	A11142494	90250761	INDUSTRIAL DEVELOPMENT BANK OF INDIA LTD	25/08/2004	-	23/02/2007	10,00,00,000	44;SHAKESPEARE SARANI,KOLKATA, West Bengal, India, 700017	No		

66	A57490765	80040660	CANARA BANK	17/06/2004	14/09/2004	26/02/2009	5,00,00,000	INDUSTRIAL FINANCE BRANCH,WOPRLD TRADE TOWER,BARAKHAMBA LANE, Delhi, India, 110001	No
67	A57491292	90250733	CANARA BANK	17/06/2004	-	26/02/2009	2,00,00,000	INDUSTRIAL FINANCE BRANCH;WORLD TRADE TOWER,BARAKHAMBA LANE,NEW DELHI, Haryana, India, 110001	No
68	A43602820	80040667	CENTRAL BANK OF INDIA	15/06/2004	01/09/2005	09/08/2008	12,00,00,000	RAILWAY ROAD,BAHADURGARH ROHTAK,HARYANA, Haryana, India, 124507	No
69	A57492134	80040651	CANARA BANK	17/12/2003	-	26/02/2009	6,00,00,000	INDUSTRIAL FINANCE BRANCH,WORLD TRADE TOWER,BARAKHAMBA LANE, Delhi, India, 110001	No
70	B62055892	90192775	THE SHAMRAO VITHAL CO.OP BANK LTD	22/11/2003	13/01/2003	02/11/2012	1,00,00,000	MATUNGA BRANCH,MUMBAI, Maharashtra, India, 400016	No
71	A43602135	80040650	CENTRAL BANK ODF INDIA	19/11/2003	-	09/08/2008	6,00,00,000	RAILWAY ROAD BAHADURGARH,ROHTAK,HARYANA, Haryana, India, 124507	No
72	B62055520	90192646	The Shamrao Vithal Co-operative Bank Limited	13/01/2003	25/07/2011	02/11/2012	20,00,00,000	VERSOVA BRANCH, 7 Sarkar Corner, J. P. Road, Near Andheri Sports Complex,Andheri,Mumbai, Maharashtra, India, 400058	No
73	B62167077	90189574	The Shamrao Vithal Co-operative Bank Limited	27/12/2002	25/06/2011	02/11/2012	20,83,75,000	7, Sarkar Corner, J. P. Road, Versova,, Andheri (West),Mumbai, Maharashtra, India, 400058	No
74	B14628770	90192634	THE SHAMRAO VITHAL CO.OP BANK LTD	03/12/2002	-	17/06/2011	4,62,00,000	MATUNGA BRANCH,MUMBAI, Maharashtra, India, 400016	No
75	A58090747	80040652	CENTRAL BANK OF INDIA	23/03/2000	-	26/02/2009	7,00,00,000	CHANDERMUKH NARIMAN POINT,MUMBAI,MUMBAI, Maharashtra, India, 400021	No
76	A58089780	90252607	CENTRAL BANK OF INDIA	13/10/1999	16/10/2000	26/02/2009	25,50,00,000	CHANDERMUKHI,NARIMAN POINT,MUMBAI, Maharashtra, India, 400021	No
77	A61674701	90250338	CANARA BANK	25/05/1999	18/10/2007	08/05/2009	58,80,00,000	INDUSTRIAL FINANCE BRANCH, IIND FLOOR,WORLD TRADE TOWER, BARAKHAMBNA LANE,NEW DELHI, Delhi, India, 110001	No
78	Y10293369	90191470	SYNDICATE BANK	19/07/1995	-	27/04/1998	9,25,000	SUBHASH ROAD,DIARWAD, Karnataka, India, 575001	No
79	Y10293137	90191238	SYNDICATE BANK	25/04/1994	-	30/01/2003	12,00,000	SUBHASH ROAD,DHARWAD, Karnataka, India, 575002	No
80	Y10292946	90191047	SYNDICATE BANK	23/02/1993	-	30/01/2003	7,00,000	SUBHASH ROAD,DHARWAD, Karnataka, India, 575001	No
81	Y10358693	90251056	CENTRAL BANK OF INDIA	25/08/1989	24/06/2004	14/01/2005	50,00,000	BAHADURGARH,HARYANA, Haryana, India, 124507	No
82	B17022500	90190483	THE SHAMRAO VITHAL CO.OP BANK LTD	21/08/1989	-	27/07/2011	11,00,000	MATUNGA BRANCH,MUMBAI, Maharashtra, India, 400016	No
83	A65472755	90250958	ANDHRA BANK	05/04/1972	22/09/2007	25/06/2009	57,00,00,000	SULTAN BAZAR,HYDERABAD, Andhra Pradesh, India, 500001	No
84	A43687284	80040653	CENTRAL BANK OF INDIA	15/03/1969	-	09/08/2008	10,00,000	BAHADURGARH ROHTAK,HARYANA,HARYANA, Haryana, India, 124507	No
85	A43604578	90249444	CENTRAL BANK OF INDIA	15/03/1969	12/07/2006	09/08/2008	20,00,000	RAILWAY ROAD,BAHADURGARH JHAJJAR, Haryana, India, 124507	No

**Director/Signatory Details**

Sr. No	DIN/PAN	Name	Designation	Date of Appointment	Cessation Date	Signatory
1	00053597	SANDIP SOMANY	Managing Director	12/09/1995	-	Yes
2	08074310	ANIL WADHWA	Director	18/03/2020	-	Yes
3	00607140	HIMALYANI GUPTA	Director	18/03/2020	-	Yes
4	02082150	RAKESH SARIN	Director	18/03/2020	-	Yes
5	00060931	GIRDHARI LAL SULTANIA	Director	09/09/2006	-	Yes
6	00052716	VIJAY KUMAR BHANDARI	Director	24/07/2004	-	Yes
7	00020588	NAND KHAITAN	Director	27/09/1996	-	Yes
8	*****8193R	RAJESH GOPALKRISHAN KHOSLA	CEO	02/05/2024	-	Yes
9	00133612	SUMITA SOMANY	Director	29/05/2014	-	Yes
10	*****2376D	OM PRAKASH PANDEY	CFO	17/09/2019	-	Yes
11	*****3093G	OMPAL	Company Secretary	06/02/2024	-	Yes

**ANNEXURE P5**

**IN THE NATIONAL COMPANY LAW TRIBUNAL  
KOLKATA BENCH  
KOLKATA**

**C.P (IB) No.369/KB/2020**

**DBS Bank Limited**

**.... Financial Creditor**

**-Versus -**

**Hindusthan National Glass & Industries Limited. ....Corporate Debtor**

**Coram: Mr. Rajasekhar V.K., Hon'ble Member (Judicial)**

**Mr. Harish Chander Suri, Member (Technical)**

**C O R R I G E N D U M   O R D E R**

1. In the order dated 21/10/2021 on page 27, in para (i) under “orders”, the name of the Corporate Debtor was inadvertently written as ‘DBS Bank Limited’ which needs to be rectified and be read as “**Hindusthan National Glass & Industries Limited**”.
2. The rest of the order shall remain unchanged.

**(Harish Chander Suri)**

**(Rajasekhar V.K.)**

**Member (Technical)**

**Member (Judicial)**

Order Signed on 22/10/2021

IN THE NATIONAL COMPANY LAW TRIBUNAL,  
KOLKATA BENCH, KOLKATA

DBS Bank Ltd. Vs. Hindusthan National Glass & Industries Limited  
 CP(IB) No. 369/KB/2020

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**IN THE NATIONAL COMPANY LAW TRIBUNAL,**

**KOLKATA BENCH,**

**KOLKATA**

**C.P (IB) No.369/KB/2020**

**In the matter of**

An application under 7 of the Insolvency and Bankruptcy Code, 2016 read with Rule 4 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016.

And

**In the matter of :**

**DBS Bank Limited**, having its registered office at Marnia Boulevard, Marina Bay Financial Centre Tower-3, Singapore-018982 and Express Towers, 16<sup>th</sup> Floor, Nariman Point, Mumbai- 400021 and Local Branch Office at 4A, Nandlal Basu Sarani, Kolkata- 700071.

*... Financial Creditor*

Versus

**In the matter of:**

**Hindusthan National Glass & Industries Limited, CIN L26109WB1946PLC013294**, a Company incorporated under the provisions of Companies Act, 1956 having its Registered office at 2 Red Cross Place Kolkata, West Bengal-700001.

*...Corporate Debtor*

*And*

Date of hearing : 08/10/2021

Order Pronounced on : 21 / 10/2021

Amended on: 22/10/2021

**Coram:**

***Mr. Rajasekhar V.K., Member (Judicial)***

***Mr. Harish Chander Suri, Member (Technical)***

IN THE NATIONAL COMPANY LAW TRIBUNAL,  
KOLKATA BENCH, KOLKATA

DBS Bank Ltd. Vs. Hindusthan National Glass & Industries Limited  
 CP(B) No. 369/KB/2020

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**Counsels appeared through Video Conference**

- |                                |                              |
|--------------------------------|------------------------------|
| 1. Mr. Vikram Wadehra, Adv.    | } For the Financial Creditor |
| 2. Mr. Vidushi Chokhani, Adv.  |                              |
|                                |                              |
| 1. Mr. Jishnu Saha, Sr.Adv.    | } For the Corporate Debtor   |
| 2. Mr. Kuldip Mallik, Adv.     |                              |
| 3. Ms. Labanyasree Sinha, Adv. |                              |

**A M E N D E D      O R D E R**

**Per: Harish Chander Suri, Member (Technical)**

1. The Court is convened by video conference today.
2. This petition has been filed under 7 of the Insolvency and Bankruptcy Code, 2016 read with Rule 4 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016 by **DBS Bank Limited**, a corporate entity, having its registered office at Marnia Boulevard, Marina Bay Financial Centre Tower-3, Singapore-018982 and Express Towers, 16<sup>th</sup> Floor, Nariman Point, Mumbai- 400021 and Local Branch Office at 4A, Nandlal Basu Sarani, Kolkata- 700071 through its authorised representative Mr. Pankaj Maroo, duly authorised power of attorney holder of the applicant and also the Vice President of DBS Bank Limited through its **Board Resolution/Power of Attorney dated 09/01/2020** (hereinafter referred to as the Financial Creditor) seeking initiation of corporate insolvency resolution process in respect of the **Hindusthan National Glass & Industries Limited**, CIN L26109WB1946PLC013294, another corporate entity, having its Registered office at 2 Red Cross Place Kolkata, West Bengal-700001 (hereinafter referred as the Corporate Debtor).
3. It is submitted in the application that the Corporate Debtor has an authorised share capital of Rs.511, 50, 00,000 and paid-up share capital

IN THE NATIONAL COMPANY LAW TRIBUNAL,  
KOLKATA BENCH, KOLKATA

DBS Bank Ltd. Vs. Hindusthan National Glass & Industries Limited  
 CP(B) No. 369/KB/2020

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of Rs.17,91,07,130 (Rupees Seventeen Crore Ninety-One Lakh Seven Thousand One Hundred Thirty Only). It is further submitted that the financials of financial year 2019 of the Corporate Debtor mentioned the following details about the Corporate Debtor;-

- (i) Assets: INR 3,178.75 crore
- (ii) Income: INR 2403.52 crore
- (iii) Amount of Debt: INR 2609.79 crore
- (iv) Category of Corporate persons: manufacturing Company.

4. It is submitted in the Part IV of the application as particulars of Financial Debt that Total amount of debt granted and disbursed was:-

ECB 1: USD 20 Million and

ECB 2: USD 40 Million.

It is stated that the amount claimed to be in default is **Rs.48,450,708.97** on account of principal and **Rs.6,091, 897.34** towards interest totalling up to **Rs.54,542,606.31** and the date of default is stated to be 31<sup>st</sup> December, 2019.

It is submitted in Part IV of the application that total amount of Financial Debt

5. It is further submitted in the Part V of the application:

(Particulars of Financial Debt ( Documents, Records and Evidence of Default)

1.	Particulars of Securities, if any, the date of its creation , its estimated value as per the creditor	A. Mortgage and First Pari Passu Charge on:  a. 50 bighas out of land comprised in Khasra No. 92/5 Khewat Khatauni in Village Gumaniwala ,Uttaranchal.  b. 1 Acre comprising of land in Khasra No. 230 Khewat Khatauni in village Gumaniwala, Uttaranchal .  c. 0.81 acre comprising of land in Khasra No. 230 Khewat Khatauni in village Gumaniwala,
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DBS Bank Ltd. Vs. Hindusthan National Glass & Industries Limited  
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	<p>Uttaranchal .</p> <p>d. All that comprised in contiguous plots of land at village: Tapovan.</p> <p>e. Immovable properties in Pondicherry as described in Part B of Indenture of Mortgage .</p> <p>f. Immovable properties situated in Mouza: Mahesh: PS Serampore, District-Hoogly, in West Bengal.</p> <p>g. Immoveable Properties situated at Mouza and village Parnala, or Bahadurgarh, Thesil: Jhajjar, P.S.Bahadurgarh, Rohtak, Haryana.</p> <p>h. Immoveable properties situated in Neemrana, Rajasthan .</p> <p>i. Immoveable properties situated in Sinnar, Maharashtra,</p> <p>j. Immoveable properties situated in Nayadupet, Maharashtra,</p> <p>k. All that the contiguous plots of land at villages Thondamanatham and village Thuripet in Villanur Commune in Pondichery</p> <p>l. Parcel of land amounting to 36.29 acres at Mouza Mahesh, PS Serampore, Rishra, Hooghly, West Bengal,</p> <p>m. 50.7 acres of land at Bahadurgarh in Haryana</p> <p>n. 49,951.91 sq metres at Neemranga, Rajasthan</p> <p>B. Second Pari Pasu charge on hypothecated goods, finished goods, semi-finished good, stocks of raw materials, work in process located at various factories/warehouses/godowns of the Borrower and first pari passu</p>
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		hypothecation and floating charge over all present and future moveable properties of the borrowers including its moveable plant and machinery, furniture and fittings, equipments, computer hardware, computer software, machinery spares and accessories
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4. It is further submitted that the financial creditor has placed on record the following documents:-
  - i. A copy of Facility Offer Letter dated 17<sup>th</sup> August, 2011 is annexed as Annexure-A
  - ii. A copy of Facility Offer Letter dated 21<sup>st</sup> March 2012 is annexed as Annexure-B.
  - iii. Facility amendment letter dated 8<sup>th</sup> June 2015 is annexed as Annexure -C
  - iv. Facility amendment letter dated 9<sup>th</sup> June 2015 is annexed as Annexure-D.
  - v. Facility Agreement dated September 28, 2011 is annexed as Annexure- E.
  - vi. Facility Agreement dated 7<sup>th</sup> May 2012 is annexed as Annexure-F.
  - vii. Deed of Hypothecation dated 3<sup>rd</sup> October 2012 is annexed as Annexure-G.
  - viii. Memorandum of Entry dated 9<sup>th</sup> July 2014 is annexed as Annexure – H.
  - ix. Amendment and Restatement Agreement dated 13<sup>th</sup> October, 2015 along with Borrowers' Certificate is annexed as Annexure-I.
  - x. Personal Guarantee by Mr. Sanjay Somany dated 11<sup>th</sup> August, 2015 is annexed as Annexure-J.
  - xi. Personal Guarantee dated 13<sup>th</sup> October, 2015 by Mr. Mukul Somany is annexed as Annexure-K.
  - xii. A Copy of the Memorandum of understanding for settlement dated 27<sup>th</sup> August 2018 is annexed as Annexure-L.

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- xiii. Sanction Letter for compromise dated 27<sup>th</sup> August 2018 is annexed as Annexure-M.
5. In addition to the above mentioned documents, the Financial Creditor has further attached the following documents along with this application in order to prove the existence of financial debt, the amount and date of default, which are as under:
- i. Statement of Account from 1<sup>st</sup> January, 2016 to 31<sup>st</sup> December, 2019, of Hindusthan National Glass & Industries Limited, Reference number-000TLFN112930004 is annexed as Annexure-N.
  - ii. Statement of Account from 1<sup>st</sup> January, 2016 to 31<sup>st</sup> December, 2019, of Hindusthan National Glass & Industries Limited, Reference number-000TLEN12185002 is annexed as Annexure-O.
  - iii. Copy of Memorandum of Association and Article of Association of Corporate Debtor is annexed as Annexure-P.
  - iv. Copy of Certificate of Registration for Modification of charge is annexed as Annexure-Q.
  - v. Table of days of default from 28<sup>th</sup> March, 2018 and amount payable is annexed as Annexure-R.
6. The Financial Creditor has proposed the name of Mr. Girish Sriram Juneja, IRP in Part-III Form-A being Reg. No. IBBI/IPA-001/IP-P00999/2017-18/11646 and by way of written communication, the aforesaid Mr. Girish Sriram Juneja, has filed Form-2 addressing his written communication dated 13<sup>th</sup> December, 2019 has addressed the NCLT, Mumbai Bench, agreed to accept appointment as the IRP if an order admitting the present application is passed and has certified that there are no disciplinary proceeding pending against him and he is eligible to be appointed as IRP.
7. The Financial Creditor has placed on record letter 17<sup>th</sup> August 2011 (Annexure-A) whereby the Financial Creditor had agreed to sanction the

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requested facility to the Corporate Debtor Hindusthan National Glass & Industries Limited on the specific terms and conditions and compliance mentioned therein. It is specifically mentioned therein that the facility amount was Bilateral Foreign currency loan to the US dollar 40 Million by DBS Bank Ltd., Singapore through DBS Bank Ltd. Kolkata Branch (Arranger) for the purpose of part financing capital expenditure of the Borrower/ Corporate Debtor herein, in compliance with RBIs External Commercial Borrowing guidelines. (ECB guidelines). It is further submitted that the security offered by the Corporate Debtor was pari passu first charge on Fixed Assets (Moveable Immovable Assets) of the borrower both present and future. With an asset cover of 1.25x and the creation of charge to be completed within 6 months from drawdown date and the facility was provided with a period of 7 years from drawdown date and the availability period mentioned therein 180 days from the Facility Agreement and it was further specifically mentioned therein that any portion of the facility that remains un-drawn at the expiry of the availability period would be deemed cancelled and become unavailable for drawing. It was further mentioned in the said letter that the Facility shall be drawn in a minimum amount of US Dollar 5 million or in any multiple of US dollar 1 million in excess thereof and the applicable LIBOR plus 2.45% p.a. It was made clear that all interest payments shall be made in arrears at the end of each interest period (Interest Payment Date) and calculated on the basis of the actual number of days elapsed in a year of 360 days and all interest payments shall be made in arrears at the end of each interest and calculated on the basis of actual number of days elapsed in a year of 360 days. With regard to the repayment, it was mentioned that door to door maturity of 7 years, with a moratorium of 4 years and 10% to be repaid on the 48<sup>th</sup> months followed by equal half yearly repayment thereafter starting from 54<sup>th</sup>, 60<sup>th</sup>, 72<sup>nd</sup>, 78<sup>th</sup> & 84<sup>th</sup> month respectively. The aforesaid agreement mentions various other terms and conditions in detail.

8. Similarly, the Financial Creditor has placed on the record letter dated

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21<sup>st</sup> Mach, 2012 written to the Corporate Debtor whereby referring to their discussions they informed the Corporate Debtor that “DBS Bank Ltd., Kolkata Branch is agreeable to sanction the requested facility to you.” This will be made available on the specific terms and compliance with the covenants mentioned below.

Facilities may be drawn down on the satisfactory completion of the documents detailed below:-

Borrower : Hindusthan National Glass & Industries Limited  
 (the “Borrower”)

Type of Facility & Facility Amount : Bilateral Foreign Currency Loan up to US Dollar 20 Million (Facility)

Lender : DBS Bank Ltd., Singapore (DBS)

Arranger : DBS Bank Ltd. Kolkata Branch (DBS Kolkata/Arranger)

Purpose : For part financing capital expenditure of the Borrower in compliance with RBIs External Commercial Borrowing guidelines.

Security : Pari Passu First charge on Entire Present and future Fixed Assets (Moveable and Immovable Assets) with an asset cover of 1.25x.

Pari Passu 2<sup>nd</sup> charge on Current Assets.

Creation of charge to be completed within 6 months from first/initial drawn down date

Tenor : 7 years from drawn down date

Final Maturity : 7 years from drawn down date

Availability Period : 90 days from the Facility Agreement (Agreement date) date.

Any portion of the facility that remains un-drawn at the expiry of the Availability period shall be deemed cancelled and becomes unavailable for drawing

Drawn down : The Facility shall be drawn in a minimum amount of USD 5 million or in any multiple of USD 1 million in excess thereof.

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Interest Rate

: The applicable LIBOR plus 2.45% p.a.

All the interest payments shall be made in arrears at the end of each Interest Period (Interest Payment Date) and calculated on the basis of the actual number of days elapsed in a year of 360 days.

All interest payments shall be made in arrears at the end of each Interest Period (Interest Payment Date) and calculated on the basis of the actual number of days elapsed in a year of 360 days.

9. Similarly, vide letter dated 8<sup>th</sup> June, 2015 the Financial Creditor wrote to the Corporate Debtor as under:-

Ref. : CDT/ADMIN/431/2015  
 : 8<sup>th</sup> June 2015

**Hindusthan National Glass & Industries Ltd.**

2, Red Cross Place  
 Kolkata- 700001

Kind Attn: Mr. Mukul Somany, Vice Chairman & MD

Dear Sir,

**Re: Amendment in ECB Loan Facility of USD 40 Million**

<b>BORROWER:</b>	<b>Hindusthan National Glass &amp; Industries Ltd.</b>
<b>LENDER:</b>	DBS Bank Ltd., Singapore ("DBS")
<b>ARRANGER:</b>	DBS Bank Ltd., Kolkata Branch (DBS Kolkata/ Arranger)
FACILITY	Bilateral Loan Facility of USD 40,000,000(Facility)

Further to our offer letter CDT/ADMIN/396/2011 dated 17<sup>th</sup> August 2011 for sanctioning ECB Loan Facility duly accepted by the company, we are pleased to offer the following amendment in existing terms and conditions:

<b>Clause being Amended</b>	<b>Existing Clause/ Condition</b>	<b>Amended /Proposed Clause/Condition</b>
Tenor of ECB Loan Facility	7 years	10 years

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Security	1. 1 <sup>st</sup> pari passu charge on all fixed assets 2. 2 <sup>nd</sup> pari passu charge on all current assets			1. 1 <sup>st</sup> pari passu charge on all fixed assets 2. 2 <sup>nd</sup> pari passu charge on all current assets 3. Pledge of promoters shares (51.0% stake) 4. Personal Guarantee of Mr. Mukul Somany and Mr. Sanjay Somay
Pricing	3 Month L+ 245 bps p.a.			3 Month L+ 270 bps p.a. (effective 1 December 2014 i.e. the cut-off date)
Repayment	Year	Date	Amount (USD Million)	Year
	2015-16	Oct'15	4.00	2017-18
	2016-17	Apr'15	6.00	Jun.'17
	2016-17	Oct'16	6.00	2017-18
	2017-18	Apr'17	6.00	Jun.18
	2017-18	Oct'17	6.00	Dec.18
	2018-19	Apr'18	6.00	2018-19
	2018-19	Oct'18	6.00	Jun.19
	Total		40.00	2019-20
				4.00
				2019-20
				Dec.19
				4.00
				2020-21
				Jun.20
				9.00
				2020-21
				Dec.20
				9.00
				2021-22
				Jun.21
				10.8
				Total
				40.00

*Other Conditions*

**The restructuring/re-schedulment of the Facility is subject to compulsory hedging of the entire amount, upfront, After the hedge, the INR equivalent of the Facility must be captured in the security documentation.**

*Costs and Expenses*

: All costs and expenses including but not limited to the legal fees of external and local counsel, publicity, and other costs incurred in connection with the amendment in the Facility will be for the account of the Borrower.

*Documentation*

: The amendment of the Facility will be subject to the execution of mutually satisfactory documentation with standard provisions for transactions of this type.

*Kindly note that the said banking facilities are being extended/ amended (except the changes above) on the same terms and conditions as set out in our CDT/ADMIN/396/2011 dated 17<sup>th</sup> August 2011 and as governed under facility agreement dated 28<sup>th</sup> September, 2011 and as amended from time to time.*

*Kindly accept and save the changes specified above and sign a duplicate copy of this letter in token of your confirmation and acceptance of the above contents.*

*We look forward to a continuing long and mutually beneficial relationship with your company.*

*Should you require any clarification, please do not hesitate to contact Mr. Atul Choudhury (Mobile # + 91 8017333136 or at e-mail -atulchoudhury @ dbs.com).*

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*Yours faithfully*

*Authorised Signatory*

*I/We confirm and accept the above amendment in the terms, conditions and contents mentioned above and the STANDARD TERMS AND CONDITIONS APPLICABLE TO BANKING FACILITIES and confirm that the documents and the information submitted/ to be submitted and the documents that are executed/ to be executed by me/us in your favour to secure the banking facilities are/ shall be true, accurate, complete and correct.*

*For Hindusthan National Glass & Industries Limited*

*Vice- Chairman & Managing Director*

*Name :*

*Designation:*

*Date:*

*( to be signed by Authorised Signatory of the Borrower with affixing Borrower's stamp and date)*

Vide another letter dated 9<sup>th</sup> June 2015, the Financial Creditor informed the Corporate Debtor as under:-

Ref. : CDT/ADMIN/431/2015  
 : 9<sup>th</sup> June 2015

***Hindusthan National Glass & Industries Ltd.***

*2, Red Cross Place  
 Kolkata- 700001*

*Kind Attn: Mr. Mukul Somanay, Vice Chairman & MD*

*Dear Sir,*

**Re: Amendment in ECB Loan Facility of USD 20 Million**

**BORROWER:** ***Hindusthan National Glass & Industries Ltd.***

**LENDER:** ***DBS Bank Ltd., Singapore ("DBS")***

**ARRANGER:** ***DBS Bank Ltd., Kolkata Branch (DBS Kolkata/  
 Arranger)***

**FACILITY** ***Bilateral Loan Facility of USD 20,000,000(Facility)***

*Further to our offer letter CDT/ADMIN/155/2012 dated 21<sup>st</sup> March 2012 for sanctioning ECB Loan Facility duly accepted by the company, we are pleased to offer the following amendment in existing terms and conditions:*

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<b>Clause being Amended</b>	<b>Existing Clause/ Condition</b>	<b>Amended /Proposed Clause/Condition</b>
Tenor of ECB Loan Facility	7 years	10 years
Security	1. 1 <sup>st</sup> pari passu charge on all fixed assets 2. 2 <sup>nd</sup> pari passu charge on all current assets	1. 1 <sup>st</sup> pari passu charge on all fixed assets 2. 2 <sup>nd</sup> pari passu charge on all current assets 3. Pledge of promoters shares (51.0% stake) 4. Personal Guarantee of Mr. Mukul Somany and Mr. Sanjay Somay

*Costs and Expenses*

: All costs and expenses including but not limited to the legal fees of external and local counsel, publicity, and other costs incurred in connection with the amendment in the Facility will be for the account of the Borrower.

*Documentation*

: The amendment of the Facility will be subject to the execution of mutually satisfactory documentation with standard provisions for transactions of this type.

Kindly note that the said banking facilities are being extended/ amended (except the changes above) on the same terms and conditions as set out in our CDT/ADMIN/ 155/2012 dated 21<sup>st</sup> March 2012 and as governed under facility agreement dated 7<sup>th</sup> May 2012 and as amended from time to time.

*For Hindusthan National Glass & Industries Limited*

*Vice Chairman & Managing Director*

*Kindly accept and save the changes specified above and sign a duplicate copy of this letter in token of your confirmation and acceptance of the above contents.*

*We look forward to a continuing long and mutually beneficial relationship with your company.*

*Should you require any clarification, please do not hesitate to contact Mr. Atul Choudhury (Mobile # + 91 8017333136 or at e-mail -atulchoudhury@dbs.com).*

*Yours faithfully*

*Authorised Signatory*

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*I/We confirm and accept the above amendment in the terms, conditions and contents mentioned above and the STANDARD TERMS AND CONDITIONS APPLICABLE TO BANKING FACILITIES and confirm that the documents and the information submitted/ to be submitted and the documents that are executed/ to be executed by me/us in your favour to secure the banking facilities are/ shall be true, accurate, complete and correct.*

*For Hindusthan National Glass & Industries Limited*

*Vice- Chairman & Managing Director*

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*Name :*  
*Designation:*  
*Date: 27/7/15*

*( to be signed by Authorised Signatory of the Borrower with affixing Borrower's stamp and date)*

10. The Financial Creditor has placed on record agreement September 28,2011 between
  - (1) HINDUSTHAN NATIONAL GLASS & INDUSTRIES LIMITED as borrower (the Borrower)
  - (2) DBS BANK LTD, KOLKATA BRANCH as arranger ( the Arranger)
  - (3) THE FINANCIAL INSTITUTIONS listed in Schedule 1 (The Original Lenders) as lenders ( the Original Lenders);
  - (4) DBS BANK LTD, SINGAPRE as agent of the Finance Parties (other than itself) (the Agent); and
  - (5)DBS BANK LTD, KOLKATA BRANCH as security trustee for and on behalf of the Finance Parties ( the Security Trustee), Inter alia, containing inter alia, all the definitions, terms and conditions as regards and cancellation.
  
11. The Financial Creditor has further placed on record agreement dated 7<sup>th</sup> May, 2012 which contains all the terms and conditions in details between:
  - (i) HINDUSTHAN NATIONAL GLASS & INDUSTRIES LIMITED as borrower (the Borrower)
  - (ii) DBS BANK LTD, KOLKATA BRANCH as arranger (the Arranger)

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- (iii) THE FINANCIAL INSTITUTIONS listed in Schedule 1 (The Original Lenders) as lenders (the Original Lenders);
  - (iv) DBS BANK LTD, SINGAPRE as agent of the Finance Parties (other than itself) (the Agent); and
  - (v) DBS BANK LTD, KOLKATA BRANCH as security trustee for and on behalf of the Finance Parties (the Security Trustee),
12. In the reply affidavit, the Corporate Debtor filed through Bimal Kumar Garodia, the President and the Chief Officer of the Corporate Debtor has submitted that the application is not maintainable and that no date of default has been mentioned by the Financial Creditor in column 6 Part IV of Form-A. It is submitted that the Financial Creditor has itself chosen and adopted an alternative mode of resolution in respect of the Corporate Debtor, and is continuing to measures for the restructuring of its accounts, and on the other hand seeking initiation of CIRP against the Corporate Debtor. It is stated that the Financial Creditor cannot be allowed to approve and reprobate at the same time. It is submitted that a Techno- Economic Viability Study Agency for Specialized Monitoring was engaged in exploring and adopting alternative method of restructuring the accounts of the Corporate Debtor. It is submitted that the consortium has proceeded to recommence cutback deduction from the month of October,2020 and will receive the proceeds thereof from December, 2020 onwards and therefore, the Financial Creditor is now estopped from proceeding with the present application and that the same is liable to be dismissed.
13. It is further submitted by the Corporate Debtor that the legislative intent behind the enactment of the Code is not to force corporate persons into liquidation to reorganize and resolve the corporate persons. It is submitted that the Financial Creditor is already pursuing an alternative mode and manner of resolution of the Corporate Debtor. The instant purported application is nothing but an abuse of the process of law.

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14. It is submitted that the Financial Creditor is one of the lenders of a consortium comprising 12 Bankers/Lenders, who lent and advanced money and granted loan facility to the Corporate Debtor under diverse loan Agreements executed from time to time and upon execution of other banking documents and instruments in usual course of business. It is submitted that the State Bank of India is the leading bank to all other members of the Consortium, including the Financial Creditor. **It is submitted that Corporate Debtor continued to be in distress both commercially and financially for last few years and could not service its debt obligation towards its lenders, as a result of which gradually its loan accounts with all the lenders became irregular and were hence declared and/or categorized as “Non-Performing Asset” (NPA).** The Corporate Debtor, however with bona fide intention negotiated with the said lenders for settlement of their outstanding dues and to regularize its loan accounts from time to time. Discussions and negotiations took place in this regard between the Corporate Debtor and the said, lenders in order to formulate an effective resolution plan to pay off the outstanding dues phase-wise, the said settlement plans were in accordance with the schemes promulgated by Reserve Bank of India, from time to time. **It is further submitted that the RBI in exercise of its statutory powers, had issued a plan for Resolution of Stressed Assets-Revised Framework Circular on 12/02/2018 and it provided that all lenders must put in place Board- approved polices for resolution of stressed assets under this framework, including the timelines for resolution.** As soon as there is a default in the borrower entity’s account with any lender, all tenders -singly or jointly shall initiate steps to cure the default. The resolution plan may involve any actions/ plans/ reorganization including, but not limited to, regularization of the account by payment of all over dues by the borrower entity, sale of the exposures to other entities/investors, change in ownership, or restructuring.

15. It is submitted that immediately after issue of the said RBI circular, the

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Corporate Debtor held several meetings and negotiations with the said lenders from March, 2018 to August 2018 to formulate a definite plan to implement resolution plan in respect of the said RBI circular and pursuant thereto a MoU dated 27<sup>th</sup> August, 2018 was signed by the Financial Creditor and all other lenders except LIC, "whereby the borrower shall pay Cash Component of Rs. 1710.00 crores (Rupees One Thousand Seven Hundred Ten Crores only) towards settlement of dues comprising Term Loan principal outstanding, Fund based working capital outstanding, Letters of Credit development and interest accrued upto 28.02.2018. The Borrower shall pay to the Secured Creditors/deposit monies with SBI the lead Bank so as to meet the contingencies arising out of Non-Fund based facilities granted to the Borrower by the Secured Creditors, aggregating Rs.222.08 crores ( Rupees two Hundred Twenty Two Crores Eight lacs only) or the actual amount outstanding, whichever is lower. The Borrower shall issue/cause to be issued/transferred 90 lakh equity shares (Face Value Rs. 2/- per share) of HNGIL in favour of Secured Creditors. Allocation of Equity shares to be based on the total fund-based exposure. Any Non-Fund based outstanding at the end of 3 months (90 days) period to be repaid or covered by 100% cash margin.

16. It is further submitted that on November 13, 2018 a meeting was held amongst the Corporate Debtor, all the said lenders and the said "Lotus". The Financial Creditor being the Lead Bank was in supervision of the said meeting. In course of the said meeting, it was informed to the said lenders that the said Lotus would not be in a position to invest funds until all lenders approved the Resolution plan in writing. Upon receipt of such approvals, the said Lotus can apply for obtaining statutory approvals from all statutory and other authorities inter alia including the Competition Commission of India and Securities and Exchange Board of India to give effect to its investment in the Corporate Debtor. No copy of the Minutes of the Meeting dated November 13,2018 has been handed over to the Corporate Debtor till date.
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17. It is further submitted that a majority of the lenders already issued their letters of approval as mentioned hereinabove, in consonance with the terms of MOU dated August 27, 2018. However, the LIC issued its letter dated November 5, 2018, thereby confirming and approving the said Resolution Plan, only on November 13, 2018, in course of the meeting narrated hereinabove.
18. It is submitted that in such circumstances, SBI, in its capacity as Lead Bank of the Consortium, purported to issue an email dated November 23, 2018 to the Corporate Debtor, purporting to state that if the Corporate Debtor failed to meet its payment obligations as contained in the MOU and the Compromise and Settlement Agreement, within the deadlines stipulated therein, the Consortium would be within its rights to appropriate the amounts already deposited by the Corporate Debtor under such Resolution Plan.
19. It is submitted that despite the above, the BOB by its letter dated November 26, 2018 confirmed and approved the said Resolution Plan. It is stated that the Corporate Debtor bona fide entered into the agreement dated 27<sup>th</sup> August, 2018 with the belief and understanding that all the lender banks would sign and execute the said agreement on the said date. However, as LIC and BOB ultimately signed and executed the said agreement on November 13 and November 26, 2018 respectively, the Resolution Plan could not be implemented by the Corporate Debtor within the stipulated time period. It is an admitted fact that it is due to the delayed performance of obligations by the said lenders, specifically LIC and BOB, that the Resolution Plan could not be implemented. The Corporate Debtor at no time had any control over the lenders and was never in a position to compel them to perform their obligations.
20. It is further submitted that despite repeated requests and reminders made by the Corporate Debtor from time to time in this regard, the lenders failed to issue necessary letter extending and/or enlarging the

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period for implementation of the Resolution Plan till February 22, 2019, despite making repeated promises and assurances to the Corporate Debtor. However, the Corporate Debtor solely on the basis of undertaking and promise made to it by the lenders to enlarge the said period for implementation of the Resolution Plan in the meeting held on December 6, 2018 entered into and executed the said CCPS Agreement with the said Lotus. The said Lotus also proceeded on the basis of such understanding and accepted the same. Immediately after execution of the said CCPS Agreement, the said Lotus duly applied before the Competition of India for obtaining its necessary permission and/or approval to become a strategic investor in the Corporate Debtor.

21. It is further submitted that the Corporate Debtor had further negotiated with the two other Investors namely Goldman Sachs (India) Finance Private Limited and SSG Capital Management (Singapore) Pvt.Ltd. who had also agreed to finance the Corporate Debtor to clear off the necessary dues under the said Resolution Plan. In terms of the negotiation with the said two Investors, the exposure of the Corporate Debtor towards them would amount to about Rs.1000 crores. The Corporate Debtor thereafter held its Board meeting on February 20, 2019 in which the Corporate Debtor had approved the infusion of funds through the said Goldman Sachs (India) Finance Private Limited and SSG Capital Management (Singapore) Pte Ltd. along with other consequential formalities.
22. It is further submitted that the Corporate Debtor at all material time had acted bona fide and due diligence. It is submitted that the Corporate Debtor was ready willing and prepared to proceed by performing its obligation to implement said resolution plan with the legitimate expectation of the lenders.
23. It is further submitted that the Corporate Debtor had instituted Civil Suit being C.S. No. 52/2019 before the Hon'ble High at Calcutta seeking

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the following reliefs:-

- (a) Decree for declaration that the Resolution Plan to pay off the debts of the plaintiff as extended from time to time pursuant to an in terms of and/or in continuation of the said MOU dated August 27, 2018 and the Compromise & Settlement Agreement dated September 25, 2018 are lawful, valid and still is in effect and binding upon the plaintiff and the defendant Nos. 1 to 12.
- (b) Declaration that the Minutes of the meeting dated February 26, 2019 and the recordings thereunder and/or terms and conditions thereof and/or portion thereof which are contrary to the said Resolution Plan as extended from time to time pursuant to and in terms of and/ or in continuation of the said MOU and Compromise & Settlement Agreement are unconscionable, illegal, wrongful, void and not binding upon the plaintiff and the defendant Nos. 1 to 12 and is of no effect or further effect;
- (c) Decree that the Minutes of the meeting dated February 26, 2019 and the recordings thereunder and/or the terms and conditions thereof which are contrary to the said Resolution Plan as extended from time to time pursuant to an in terms of an in continuation of the said MOU and Compromise & Settlement Agreement be delivered up and cancelled.
- (d) Mandatory injunction directing the defendant lenders and/or each of them to adhere to the Resolution Plan as extended from time to time in terms of the MOU and the said Compromise & Settlement Agreement and to suitably extend the same for such reasonable period after the proforma defendant receives necessary approval from the Competition Commission of India to infuse funds in the plaintiffs.
- (e) Perpetual injunction restraining the defendant lenders and/or each of them and /or their men, agents, servants and assigns from acting in breach or in derogation or in subversion of the said MOU dated August 27, 2018 and the Compromise & Settlement Agreement dated September 25, 2018 and/or to take any step or coercive steps or further steps in breach and/or in derogation of the said MOU and the Compromise & Settlement Agreement in any manner whatsoever.
- (f) Perpetual injunction restraining the defendant lenders and/or each of them and/ or their men, agents, servants and/or assigns from giving any effect or further effect to the Minutes of the meeting dated February 26, 2019 and the recordings thereunder and/or the terms and conditions thereof and/or part or portion thereof which are contrary to the Resolution Plan as extended from time to time in terms of and/or in furtherance of and/ or in continuation of the said MOU and Compromise & Settlement Agreement in any manner whatsoever.
- (g) Receiver,
- (h) Injunction,
- (i) Costs,
- (j) Attachment,

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(k) *Such other relief or reliefs.*

24. It is submitted that the Hon'ble Calcutta High Court passed the following order March 18,2019, which are as under: - \*\*

*"The Court: Affidavit of service filed in Court today be kept with the record.*

*Admittedly monies are due from the petitioner company to the consortium of banks led by the State Bank of India.*

*Mr. Mitra, Learned Senior Counsel points out that already approximately Rs.500 crores have been paid by the petitioner to the respondents. From time to time meetings have been held between the petitioner and the respondents. Time to make repayment of the loans have been extended. In so far as State Bank is concerned, the time for repayment stands extended till 31<sup>st</sup> March,2019. It is submitted that the petitioner has been able to arrange a foreign investor who has agreed to invest a sum of approximately Rs.1400 Crores.*

*Learned Counsel for the respondent no.1 submits that the total outstanding is in the region of Rs.2800 crores. This is disputed by Learned Senior Counsel for the petitioner.*

*It is further stated that the State Bank of India has already filed an application before the National Company Law Tribunal (NCLT) against the petitioner. It is submitted that in view of section 231 of the Insolvency and Bankruptcy Code, 2016, the Civil Court has no jurisdiction to entertain any matter which falls within the domain of the NCLT.*

*I have considered the submissions made on behalf of the parties. I am not inclined to pass any interim order at this stage. Let affidavits be exchanged. Let affidavit-in-opposition be filed within two weeks from date. Reply thereto, if any, may be filed within two weeks thereafter.*

*It is not in dispute that about 7600 people are in the employment of the petitioner company. It is also well known that the petitioner is a very old company having seven plants all over India. It appears from the pleadings that the petitioner has all good intentions of paying back the dues of the respondents. All it asks for is a little time.*

*While I am of the view that I cannot pass a mandate on the respondents to grant such time to the petitioner, I am of the view that the respondents being public authorities shall take a reasonable stand and, if possible, allow the petitioner reasonable time to liquidate their dues. It will not enure to anybody's benefit if the petitioner company is wound up.*

*The respondents are interested in getting back their money. A statement has been made on behalf of the petitioner that the entire dues of the respondents will be liquidated by the end of April, 2019. Hence, I would accept that the respondents would take a responsible*

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*stand in the matter.*

*List the matter four weeks hence under the heading ‘Adjourned Motion’.*

*Leave is granted to the learned advocate representing the respondent no.9 to file the Vakalatnama in the department after the description of the respondent no.9 in the cause title of the petition is corrected which shall be done in course of the day”.*

25. It is further submitted that the in the Lender’s meeting held on June 4, 2019 and June 7, 2019 SBI as Lead Banker of the JLF asked the Corporate Debtor to deposit a sum of Rs.100 crores to show its bona fide. The said two investors namely the said SSG Capital and the said Goldman also agreed to submit all the relevant documents and papers to fructify the settlement.
26. It is further submitted that by an email communication dated October 27, 2019, the Corporate Debtor immediately replied to the said communication dated October 25, 2019 requesting the Lead Bank not to appropriate the said sum of Rs.100 Crores already paid by it on account of settlement and further informed that the Corporate Debtor had carried out all its obligations as were required to be done in terms of the requisitions made by the lenders.
27. It is submitted that the purported email dated October 25, 2019 was issued by the Lead Bank on behalf of all lenders in derogation of the promises and/or assurances made by them including the Financial Creditor. The Corporate Debtor had already deposited a substantial sum of Rs.100 crores and thereby altered its position on the basis of the promises made by the Financial Creditor. The Corporate Debtor is now also liable before the said two investors. The Financial Creditor and the other said consortium lenders are therefore estopped from contending anything to the contrary. The said communication dated October 25, 2019 is therefore wholly illegal, wrongful and was issued in colourable and arbitrary exercise of power by the Financial Creditor taking advantage of its superior bargaining power and this the same is also contrary to the principles of equity.

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28. It is submitted that the business of the Corporate Debtor, already suffering, was strained to breaking point due to lack of ready manpower and financial resources. The lockdown negatively impacted demand for the products manufactured by the Corporate Debtor, leading to massive stockpiling of finished products at its plants in the absence of regular buyers. Bogged down by huge supplies left abandoned, the Corporate Debtor could not profitably engage in further manufacturing activity. In any event, manpower availability was at an abominable low, and raw materials could not be procured due to severe disruptions in supply transport chains and closure of procurement sources. As will appear from the month wise comparative summary of production and sales of the Corporate Debtor for the Financial Year 2020-21 vis-à-vis Financial Year 2019-20, the business of the Corporate Debtor has taken a steep nosedive.
29. It is further submitted that on account of reduction in demand in the main segment of the Corporate Debtor i.e. Liquor and Beer which constitutes around 75% to 80% of total sales business of the Corporate Debtor has been impacted to a great extent.
30. It is submitted that the Corporate Debtor has made payment of Rs.488.73 crores towards fund-based settlement and has achieved reduction of non-fund based outstanding by Rs.219.55 crores. Therefore, since the execution of the Memorandum of Understanding dated August 27, 2018, the Corporate Debtor had paid off a total sum of Rs.708.28 crores till date. Out of the said sum, the Financial Creditor has received its pro-rata share of a sum of Rs. 70.33 crores.
31. It is submitted that the instant application is in breach of the understanding between the parties that the debt resolution will be through joint lenders meeting, especially the express assurance and understanding not to take any coercive action against the Corporate

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Debtor contained in the Minutes of Meeting dated November 17, 2020. It is submitted that the Corporate Debtor at all material times has acted in a bona fide manner and has taken all possible steps for resolution of the debts.

**REJOINDER:**

32. The Financial Creditor in its rejoinder submitted that the Corporate Debtor has acknowledged and admitted its liability towards the Financial Creditor and submissions of the Corporate Debtor are liable to be rejected because they are based on false, frivolous and mischievous grounds. It is submitted that the application is complete in all respects. It is further submitted that even though the date of default has not been mentioned inadvertently at Column No. 6 of Part-IV of Form-A, but the defects can always be rectified within 7 days of receipt of such notice from the Adjudicating Authority. It submitted that the date of default of payment of interest is 2<sup>nd</sup> October 2017 and the date of classifying the debt as a Non-Performing Asset is 31<sup>st</sup> December 2017, as per the Information Utility Record i.e. National E-Governance Services Limited. It is submitted that on the request of the Corporate Debtor, the consortium including the applicant had agreed to consider the request of the Corporate Debtor in line with the circular issued by the Reserve Bank of India on 12<sup>th</sup> February 2018 and the MOU had been entered into on 27<sup>th</sup> August 2018 whereby the applicant/ Financial Creditor along with other lenders had the right to cancel the compromise and Settlement Agreement and take actions permissible under the law if the Corporate Debtor would commit default or breach of the terms and conditions thereof. It is submitted that the parties entered into another Compromise Settlement Agreement dated 25<sup>th</sup> September 2018 but the Corporate Debtor failed to adhere to the repayment timelines accorded in line with MOU dated 27<sup>th</sup> August 2018 as well as the Compromise and Settlement Agreement 25<sup>th</sup> September, 2018. Accordingly, a Joint Lenders' Committee Meeting was held on 25<sup>th</sup> September, 2018, upon

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requests and representations made by the Corporate Debtor and again it was agreed to extend a period of 90 days till 22<sup>nd</sup> February 2019 for implementation of the repayment schedule.

33. It is stated that even after granting the extended period, the Corporate Debtor failed to make payment in accordance with the repayment schedule. It is further submitted by the Financial Creditor that in spite of repeated extensions and opportunities afforded to the Corporate Debtor, the Corporate Debtor has failed to make the payment as agreed between the parties. This process of granting time continued till 21<sup>st</sup> July 2020, when the Lenders informed the Corporate Debtor that the OTS sanctioned previously had expired and the same is being treated by the Lenders as a failed OTS. It was informed by the Lenders that the original debt amount of the Corporate Debtor has since stood reinstated and the Lenders thus decided to pursue proceedings before the NCLT, which was also informed to the Corporate Debtor as is manifest from the minutes of the Joint Lenders Committee. It is submitted that all the allegations stated in the reply affidavit are denied and disputed by the Financial Creditor. It is stated that only because the Lenders had initiated a business viability study does not mean that the members of the consortium have waived off their right to initiate proceeding for CIRP. It is stated that the settlement has been termed as failed due to the inability on the part of the Corporate Debtor to make payment of the OTS by adhering to the Timelines in spite of having been granted multiple extensions. The MOU clearly stated that in the event of default the settlement will cease to exist and the debt will be restored to the pre-settlement level and the amount paid in course of the settlement will be forfeited and adjusted against the outstanding dues. Therefore, the applicant is well within its right to proceed against the Corporate Debtor in accordance with law for recovery of the outstanding sums. It is denied in the rejoinder that any coercive steps are being taken by the lenders, or the Financial Creditor is acting in violation or derogation of its own promise not to take any coercive actions against the Corporate Debtor. It

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is denied by the Financial Creditor that the implementation of the repayment plan could not take place within the stipulated time due to delay in performance of obligations by the Lenders as alleged. The Applicant had performed its obligation required under the terms but the Corporate Debtor has been unable to perform its obligation under such extended time period as well. It is submitted that the Corporate Debtor had agreed to repay the settlement amount of Rs.1710 Crore but it could only make payment of sum of Rs.290 crore and defaulted in payment of the remainder amount despite having been granted two extensions. It is stated in the rejoinder by the Financial Creditor that a Civil Suit bearing CS No. 52/2019 filed by the Corporate Debtor seeking further extension of time till 30<sup>th</sup> April 2019 i.e. 3<sup>rd</sup> extension was declined by the Hon'ble Calcutta High Court and the Learned Bench was of the view that it was completely the Lenders prerogative to give extension in making payment of the settlement amount. It is stated that the Corporate Debtor had kept deposited a sum of Rs.100 crore in a no lien account maintained by the SBI to show its bona fides that the Corporate Debtor will complete the entire process expeditiously. However, the settlement failed and the said sum of Rs.100 crore was appropriated against the outstanding unpaid dues of the consortium members. It is submitted that the Corporate Debtor has no defence at all in the present case and has not been able to adhere to the terms of settlement in spite of repeated extensions and therefore this application may kindly be admitted.

34. We have gone through the application, reply affidavit, rejoinder and surjoinder, along with all the documents accompanying them, filed by the parties and have also heard the Ld. Counsel for the parties.
  
35. It is stated that there have been discussions on settlement plan between the Corporate Debtors and the Financial Creditors and minutes of the meetings have also been placed on record. It is noticed that the Ld. Counsel for the SBI and Ld. Counsel for the DBS Bank Limited have

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given their consent for grant of time to the Corporate Debtor repeatedly in the past. This Adjudicating Authority is not satisfied with the way repeated requests for extension of time by the Corporate Debtor on the same ground of ongoing discussions with the financial institutions without any substantive progress being evidenced or noticed on the ground, before this Adjudicating Authority. Surprisingly, the financial institutions have also not cared to raise any objection for such repeated requests of time of extension and they do not seem to be very keen on pursuing the matter for reasons best known to them. It smacks of some sort of collusion between the parties, which is nothing but wasting the time of this Adjudicating Authority.

36. During the course of hearing, the Ld. Counsel for the Financial Creditor proposed to give further time to the Corporate Debtor without any written instructions from the financial creditor, which was against the pleadings placed on record by the Financial Creditor. In these circumstances, the Ld. Counsel for the Financial Creditor was asked to withdraw the application because as per the provisions of section 7 and other relevant provisions and, on going through the pleadings of both the parties, no further time could be granted and the petition deserves to be admitted. It is strange that on the one hand, the Financial Creditor filed application for initiation of CIRP against the Corporate Debtor and placed on record their rejoinder and other relevant documents for admission of the application but during the course of oral arguments they tend to support the Corporate Debtor, which is nothing but providing undeserving leverage to the Corporate Debtor by the Financial Creditor by their own Counsel, particularly when in the rejoinder it has been specifically and unambiguously submitted that the corporate debtor has not been able to adhere to the terms of the settlement deed in spite of repeated opportunities granted by the financial creditor. We do not wish to support such a tendency amongst the Bar members, a counsel when engaged by a particular Financial Creditor should stick to its pleadings. In the present matter, the pleadings specifically and loudly

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speak for admission of the application because the OTS proposal has failed due to the non-adherence of the terms and conditions fixed between the parties by way of Settlement Agreement. There cannot be any other plea by the Ld. Counsel for the Financial Creditor in such circumstances. However, the Ld. Counsel for the Financial Creditor had indicated that on or before reopening i.e. 20/10/2021, he will seek instructions either to withdraw the application, or else will accept whatever orders are passed by in the present application by this Adjudicating Authority.

37. Since no instructions or application has been filed for withdrawal of the present application, in view of the pleadings of the parties and documents placed on record, this is a fit case for admission and initiation of CIRP against the Corporate Debtor and therefore we pass the following orders:-

**O R D E R S**

- i) The application filed by the Financial Creditor under Section 7 of the Insolvency & Bankruptcy Code, 2016 for initiating Corporate Insolvency Resolution Process against the Corporate Debtor Hindusthan National Glass & Industries Limited is hereby **admitted**.
- ii) We hereby declare a moratorium and public announcement in accordance with Sections 13 and 15 of the I & B Code, 2016.
- iii) Moratorium is declared for the purposes referred to in Section 14 of the Insolvency & Bankruptcy Code, 2016. The I.R.P. shall cause a public announcement of the initiation of Corporate Insolvency Resolution Process and call for the submission of claims under Section 15. The public announcement referred to in clause (b) of

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sub-section (1) of Section 15 of Insolvency & Bankruptcy Code, 2016 shall be made immediately.

- iv) Moratorium under Section 14 of the Insolvency & Bankruptcy Code, 2016 prohibits the following:
  - 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 Securitisation 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.
- v) The supply of essential goods or services rendered to the corporate debtor as may be specified shall not be terminated, suspended, or interrupted during the moratorium period.
- vi) The provisions of sub-section (1) shall not apply to such transactions as may be notified by the Central Government in consultation with any financial sector regulator.

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- vii) The order of moratorium shall have effect from the date of admission till the completion of the corporate insolvency resolution process.
- viii) Provided that where at any time during the Corporate Insolvency Resolution Process period, if the Adjudicating Authority approves the resolution plan under sub-section (1) of Section 31 or passes an order for liquidation of the corporate debtor under Section 33, the moratorium shall cease to have effect from the date of such approval or liquidation order, as the case may be.
- ix) **Mr. Girish Sriram Juneja**, having Registration No. IBBI/IPA-001/IP-P00999/2017-18/11646, be appointed as Interim Resolution Professional for ascertaining the particulars of creditors and convening a Committee of Creditors for evolving a resolution plan subject to production of written consent within one week from the date of receipt of this order.
- x) The Interim Resolution Professional should convene a meeting of the Committee of Creditors and submit the resolution passed by the Committee of Creditors and shall identify the prospective Resolution Applicant within 105 days from the insolvency commencement date.
- xi) The Financial Creditor/Applicant is directed to deposit **Rs.5,00,000/- (Rupees Five lakh only)** with the IRP appointed hereinabove within **three** days from this order. IRP can claim the preliminary expenses and fees subject to the approval by the CoC and after constitution of CoC.
- xii) Registry is hereby directed to communicate the order to the Financial Creditor, the Corporate Debtor, the I.R.P. and the

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jurisdictional Registrar of Companies by Speed Post as well as through email.

- xiii) List the matter on 23/12/2021 for the filing of the progress report.
- xiv) Certified copy of the order may be issued to all the concerned parties, if applied for, upon compliance with all requisite formalities.

**(Harish Chander Suri)**  
**Member (Technical)**

**(Rajasekhar V.K.)**  
**Member (Judicial)**

Order signed on, this 22<sup>nd</sup> day of October, 2021

Pj



## ANNEXURE P6



### **COMPETITION COMMISSION OF INDIA**

(Combination Registration No. C-2022/11/983)

15 March 2023

#### **Notice under Section 6(2) of the Competition Act, 2002 given by AGI Greenpac Limited**

##### **CORAM:**

Ms. Sangeeta Verma  
Acting Chairperson

Mr. Bhagwant Singh Bishnoi  
Member

##### **Order under Section 31(1) of the Competition Act, 2002**

##### **I. Background**

1. On 3 November 2022, the Competition Commission of India (**Commission**) received a notice (**Notice**) under Section 6(2) of the Competition Act, 2002 (**Act**), given by AGI Greenpac Limited (**AGI Greenpac/AGI/Acquirer**) in relation to the proposed acquisition of up to 100 percent of the equity share capital of Hindusthan National Glass & Industries Limited (**HNG/Target**), which is currently undergoing corporate insolvency resolution process (**CIRP**) under the Insolvency and Bankruptcy Code, 2016 (**IBC**) (**Proposed Transaction**) (hereinafter, the Acquirer and Target are collectively referred to as the **Parties**). The Notice was filed pursuant to the submission of a resolution plan for HNG before the Resolution Professional dated 21 July 2022, which was amended and restated and submitted on 26 September 2022 (**Resolution Plan**).
2. The Commission noted that a notice had been filed by the Acquirer earlier, on 27 September 2022 (assigned Combination Regn. No. C-2022/09/972), for the same transaction. However, on consideration of the same, the Commission, *inter alia*, observed that the information provided in the notice may not be sufficient to carry out comprehensive analysis and further information may be required, in absence of which,



there may be a possibility of an incorrect assessment. It was further noted that the notice had been filed in Form I, and not in Form II, although the combined market share of the parties in one of the plausible markets identified in the notice could be more than 15 percent after the proposed combination. As per the Regulation 5(3) of the Competition Commission of India (Procedure in regard to the transaction of business relating to combinations) Regulations, 2011 (**Combination Regulations**), notice should preferably have been filed in Form II. Accordingly, *vide* letter dated 17 October 2022, the Commission directed the Acquirer to file a fresh notice in Form II in terms of Regulation 5(5) of the Combination Regulations. In accordance with the directions of the Commission, the Acquirer filed the Notice.

3. In terms of Regulation 14 of the Combination Regulations, *vide* letter dated 17 November 2022 (**RFI**), the Acquirer was required to provide certain information/document(s) latest by 24 November 2022. The Acquirer filed its reply on 9 December 2022, after seeking extension of time (**Response to RFI**). Certain additional submissions were also made by the Acquirer *vide* letter dated 19 December 2022. As the Notice and Response to RFI was still incomplete, *vide* letter dated 28 December 2022 issued in continuation of the RFI, the Acquirer was required to remove the defect(s) and provide requisite information latest by 02 January 2023. The Acquirer submitted the response on time.

## **II. Parties to the Combination**

*AGI*

4. AGI, (formerly known as HSIL Limited), is a subsidiary of Somany Impresa Limited. Somany Impresa Limited is the flagship company holding direct or indirect shareholdings in various subsidiaries, group companies, and affiliates (collectively, the **Somany Impresa Group**) engaged in activities such as manufacture and supply of glass containers, polyethylene terephthalate (**PET**) bottles, caps and closures, consumer appliances, sanitary ware, faucets and PVC pipes. The shares of AGI are



listed and publicly traded on the National Stock Exchange of India Limited (**NSE**) and BSE Limited (**BSE**).

5. AGI is engaged in the manufacture of glass containers in India with two manufacturing plants in Telangana, catering to the needs of a broad range of industries such as alco-beverage, cosmetics and perfumery, pharmaceutical, food and beverages (**F&B**), non-alcoholic beverages. Apart from glass containers, AGI also manufactures PET bottles and caps and closures.

*HNG*

6. HNG, listed on NSE, BSE and the Calcutta Stock Exchange Limited (**CSE**), is engaged in the manufacture and supply of container glass and is a player in India's container glass segment of the packaging industry, offering a complete packaging solution to customers. Like AGI, HNG also caters to a broad range of industries, including F&B, pharmaceutical and wellness, alco-beverage and household and cosmetics. Its manufacturing plants are located at Rishra, Bahadurgarh, Rishikesh, Neemrana, Sinnar, Naidupeta and Puducherry.

### III. Notice under Section 29(1) of the Act

7. The Commission, in its meeting held on 9 February 2023, considered the information on record, details provided in the Notice and the responses filed by the Acquirer, and formed a *prima facie* opinion that the Proposed Transaction is likely to cause an appreciable adverse effect on competition (**AAEC**) in relevant market(s) in India. Accordingly, in terms of Section 29(1) of the Act, a show-cause notice dated 10 February 2023 (**SCN**) was issued to the Acquirer, wherein the Acquirer was directed to respond in writing, within 30 days of the receipt of the SCN, as to why investigation in respect of the Proposed Transaction should not be conducted.
8. The Acquirer filed the response to the SCN on 10 March 2023 (**Response to SCN**). As part of the Response to SCN, without prejudice to the submissions that the Proposed



Transaction does not cause any AAEC in India, the Acquirer offered to divest the Rishikesh plant of HNG as a voluntary modification under Regulation 25(1A) of the Combination Regulations to alleviate the *prima facie* concerns of the Commission as expressed in the SCN. Subsequently, on 14 March 2023, the Acquirer, *vide* two separate submissions, provided additional clarifications regarding the terms of voluntary modification and made certain minor revisions to the voluntary modification. The Acquirer further requested the Commission to consider the additional clarifications and revisions as part of Response to SCN itself and condone a delay of one day in the submissions of Response to SCN. The Commission took the additional clarifications and revisions on record as forming part of Response to SCN (accordingly, hereinafter, the voluntary modifications offered as part of Response to SCN, read with the additional clarifications and revisions made, is referred to as the **Modification**).

9. The Commission, in its meeting held on 15 March 2023, considered and assessed the Proposed Transaction. The analysis and findings of the Commission in respect of the competition assessment of the Proposed Transaction are given hereunder.

#### **IV. Activities of the Parties and areas of horizontal overlaps/vertical relationships**

10. The activities of AGI and HNG relate to the manufacture and sale/supply of packaging materials at the broader level. While both AGI and HNG are engaged in the segment of manufacture and supply of glass containers, AGI is also engaged in the manufacture and sale of other packaging products, viz., PET bottles and products and security caps and closures. As stated above, their products cater to broad range of industries, including F&B, pharmaceutical and wellness, alco-beverage and household and cosmetics.
11. Considering the activities of AGI and HNG as detailed above, the Proposed Transaction involves horizontal overlaps in the broader packaging materials segment and potential vertical/complementary relationships considering the activities of packaging products offered by both AGI and HNG and activities relating to the manufacture and sale of security caps and closures offered by AGI.



12. The Proposed Transaction has been assessed accordingly.

#### **V. Competition assessment: Packaging materials**

13. The first step in the assessment of horizontal overlaps is the delineation of relevant product and relevant geographic market which is followed by assessment of the impact of the Proposed Transaction for likelihood of any AAEC.

##### **Delineation of Relevant Market**

14. The objective of delineation of relevant market is to identify a frame of reference, given the area of horizontal overlaps, which facilitates competition assessment to be undertaken. Needless to say, the endeavour of defining such a frame of reference is the identification of the most relevant competitive constraints for the combined entity. The exercise entails an understanding of the macro aspects of the broader sector and micro aspects of the products and services. It would thus be appropriate to understand, at the outset, the overall packaging and packaging materials market before going into the delineation of relevant market(s).

15. Packaging is essential to protect, preserve, merchandise, market and distribute products. Packaging plays a vital role in how the products reach the consumers in safe and required form without any compromise in quality. Apart from safe delivery, packaging is also understood to be a significant factor which impacts and caters to consumer perceptions. From a seller's perspective, packaging helps in product positioning, while from consumer's perspective, packaging is critical for various factors, ranging from the look and feel to ease of carrying/usage. Considering the significance of packaging to the producer and consumer alike, the choice of a form/type of packaging by a seller is a complex decision which must factor all these variables, and accordingly, the relevant market delineation should consider these factors in totality to obtain a more holistic and realistic picture.



16. As a first step towards gaining a holistic picture, it is noted that there are three broad dimensions of packaging which are required to be considered, viz., (i) forms/types/designs of packaging, (ii) types of packaging materials and (iii) classification/types of industrial-users.

*Classification in terms of forms/types/designs of packaging*

17. Going by the form/type/design, packaging can be classified into the following two broad categories:
- (i) *Flexible/collapsible packaging*, which means any package or part of a packaging whose shape can be readily changed, for example, bags, pouches, and tubes. These are produced by combining the highest qualities of film, paper, plastic and aluminium foil to provide a wide range of protective characteristics; and
  - (ii) *Rigid container packaging*, which includes packaging products made using material that exhibit no elastic deformation and perfect plastic deformation. As such, these products are hard and retain their shape. Rigid packaging includes paper and paperboard, glass, plastic and aluminium packaging materials.

*Classification in terms of packaging materials*

18. The next relevant aspect is considering various substrates/materials used for flexible packaging and rigid packaging. The substrates/materials can be classified, *inter-alia*, in the following categories:
- (i) *Glass packaging*: These packages are made of glass and are heavy and delicate in nature and rigid by design. These are in the form of bottles, jars, drinkware and bowls;
  - (ii) *Plastic packaging*: These packages are made of plastic and capable of taking both the forms of packaging viz., rigid and flexible. Rigid plastic packaging involves the utilisation of plastic materials such as polypropylene, high-density polyethylene, and polyethylene (**PET**) for the packaging of new bottles and



containers, while flexible plastic packaging is made from high-grade polymers such as PVC, polyamide, PP and PET;

- (iii) *Metal packaging:* These packages are hard and made of metals such as aluminium, steel and copper. Metal packages are more durable and heavier and provide a strong protective barrier. These can be found in the form of containers and bottles;
- (iv) *Board packaging:* Paper board is a thick, paper-based material that is generally thicker than regular paper. Paperboard comes in several different grades that possess unique characteristics, making each grade suitable for different requirements and needs, such as cereal, medicinal and cosmetic boxes; and
- (v) *Other packaging:* With evolving technology, the packaging industry offers various products made of new technologies, such as boxes made of wheat residuals, fabrics and jute bags.

#### *End-user classification of packaging materials*

19. Packaging materials are used by a range of industries. The industrial users of packaging materials can be classified into four broader categories considering the general industry practices, viz., (i) F&B; (ii) pharmaceuticals and wellness; (iii) alco-beverages; and (iv) household and cosmetics. Apart from the aforesaid classification in terms of categories of end-products, another classification can be made in terms of product positioning. As per this approach, based on end-use, classification can be made on the basis of aspects such as premiumisation or the specific requirements of particular industrial users.
20. Against this backdrop, the issue of delineation of relevant market can be examined.

#### *Delineation of relevant product market*

21. As against the aforesaid classifications, the Acquirer proposed looking at packaging materials based on the nature of the product that needs to be packaged. Accordingly, the Acquirer proposed defining the market in terms of liquid packaging. It was



submitted that liquid packaging products made from different products, viz., PET bottles, glass bottles, aluminium/metal cans, aseptic packaging and tetra packs can be considered substitutable and interchangeable, and the relevant product market should be delineated as '*market for the manufacture and supply of liquid packaging*', without any further segmentation in terms of type of material used for liquid packaging and also without any segmentation in terms of industrial user segments viz., F&B, pharmaceuticals, alco-beverage and household & cosmetics.

22. The Commission observed that the classification 'liquid packaging' does not appear to be a very apt classification because container glass apart from bottles can take various other forms, viz., jars, bowls, etc., which can be used for packaging both liquid and solid products. Accordingly, liquid packaging does not appear to appropriately describe the products manufactured and sold by AGI and HNG. Nonetheless, regardless of nomenclature, the Commission noted that the definition proposed by the Acquirer implies that there is neither any distinction between the various packaging materials nor any significance of its use by the industrial user or end-consumer.
  
23. The Commission noted that the Act defines relevant product market as:

*"a market comprising all those products or services which are regarded as interchangeable or substitutable by the consumer, by reason of characteristics of the products or services, their prices and intended use".*

Accordingly, the Commission examined the issue of the delineation of relevant market in terms of characteristics, price and intended use.

#### *Analysis in terms of characteristics of different substrates*

24. The characteristic features of various substrates, viz., glass, plastic, cardboard and metal cans, are different. Based on the Acquirer's own submissions, it is observed that different materials have their distinctive characteristics, offering their own set of



advantages and disadvantages. To illustrate, while plastic, cardboard and aluminium cans have a weight advantage where glass has a disadvantage in this area, or all packaging materials except cardboard offer moisture protection and provide a barrier against CO<sub>2</sub>, oxygen and odours, but transparency can only be provided by plastic, glass, etc. The aforesaid differences in characteristics and the resulting advantages/disadvantages of various packaging materials point to a lack of across-the-board substitutability of various packaging materials, as it seems rational that user choice would be guided by the relative advantages/disadvantages offered by various packaging materials.

25. Further, it is important to note that packaging is not the end-product but a medium for a user to reach the end-consumer of the product, and therefore, factors relating to the nature of the product, product positioning and other such factors underlying the business model of the industrial user should also be considered relevant in the choice of packaging material, as it is a derived demand. Accordingly, considering that the activities of AGI and HNG primarily overlap in the segment of glass containers, the Commission undertook a holistic assessment of the substitutability of glass containers with other packaging material options, duly factoring in the relative advantages/disadvantages of packaging materials and the user perspective in the delineation of the relevant market.
26. The Commission observed as under:
  - (i) *Recycling:* Glass is 100% recyclable and new products made from its recycled material do not lose integrity in the recycling process. The Acquirer submitted that the leading beverage manufacturer, Coca Cola, announced that it is shifting to glass bottles after years of focusing on disposable plastic bottles. It was stated that, based on interviews of top company executives, it appears that the purpose of the change is to reduce packaging costs and reach out to more consumers. As the price of a glass container in absolute terms is more than the price of a plastic container or a metal can, the Acquirer, while trying to emphasise the aspect of recycling, submitted that glass bottles are reused multiple times



(typically around seven to eight times), and therefore, the effective price of packaging per bottle is much lower than the actual price of a new glass bottle.

- (ii) *Barrier against CO<sub>2</sub> and oxygen:* While the Acquirer submitted that plastic, metal cans and glass all offer high barrier against CO<sub>2</sub> and oxygen, it is relevant to note that, as stated in the Annual Report of HNG, *glass is sustainable, chemically inert, non-porous and impermeable.*<sup>1</sup> Considering the same characterises, the Annual Report further notes that *pharmaceutical, alcoholic drinks and chemical industries prefers glass packaging because of the inert nature of glass bottles and also premium food & beverage brands mostly prefer container glass over other packaging options such as plastics*<sup>2</sup>. Similar statements can be observed in the industry analysis report published in July 2020 titled “The Consumer Packaging Markets in India” [by Madras Consultancy Group] and submitted by the Acquirer. The report notes that:

*“Packing beer in PET bottles is challenge as beer is an oxygen sensitive product; Bericap has developed closure in ‘crown cork design’ that can absorb oxygen in the headspace of the beer bottle. PET bottles fitted with Bericap DoubleSealTM SuperShorty® Crown O2 have been introduced in India. **Demand for beer in PET bottles in India is limited”** (emphasises added)*

- (iii) *Look and aesthetics:* As per the information available on the website of HNG<sup>3</sup>:
- “Glass packaging makes a product visually appealing; they are much more attractive than plastic or paperboard packaging”. Further, “Glass packaging not only helps in preserving the products, but also preserving brand image of that product”. As noted in the Annual Report of AGI<sup>4</sup>, “Glass packaging is a premium and one of the most trusted forms of packaging for health, taste, and environmental safety ”. It has also been noted that “[T]his ensures its*

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<sup>1</sup> Page 5 of Annual report of HNG

<sup>2</sup> Ibid

<sup>3</sup> <https://www.hngil.com/p/premium-look-1>

<sup>4</sup> Page 39 of Annual report of AGI



*continuous usage worldwide, across a range of end-user industries, despite the heavy competition from other packaging materials”<sup>5</sup>. Similar observations have been made in the Annual Report of HNG. The Annual Report of HNG notes:*

*“Share of glass packaging in IMFL is expected to increase due to following factors. 1) Premium segments which constitute more than 40% of IMFL volume uses 100% glass packaging. The share of this segment is expected to grow to 67% of volume by 2027 and hence the overall share of glass packaging in IMFL will also increase. 2) In the Mass / Popular segment, the share of glass bottles has reduced due to emergence of cheap alternate PET bottles. However, revenue leakages and ill effects on health are forcing state governments to turn back to glass packaging in liquor in phased manner.<sup>6</sup>*

*Premium Food & Beverage brands mostly prefer container glass over other packaging options such as plastics, as glass is sustainable, chemically inert, non-porous and impermeable.<sup>7</sup>”*

(iv) *Odour and freshness of products packaged:* As per the information available on the website of HNG:

*“Glass packaging does not absorb any kind of smell, which is why it is able to ensure that the product inside maintains its original aroma and flavour. This is because glass has no chemicals in it, as opposed to plastic containers! Plastic packaging often gets stained by the food stored inside it, not just that, but plastic also fails to preserve the aroma and flavor of the food. This is a very strong reason why glass containers are ideal for storing all kind of foods. The surface of a glass container is glossier, and thus it helps the food stay fresh and smell good for longer period”.<sup>8</sup>*

<sup>5</sup> Page 39 of Annual report of AGI

<sup>6</sup> Page 7 of the Annual report of HNG

<sup>7</sup> Page 4 of the Annual Report of HNG

<sup>8</sup> <https://www.hngil.com/p/lasting-freshness-aroma-1>



- (v) *Safe storage factor and aspect of contamination:* As per the information available on the website of HNG:

*"[T]he packaging of glass container is such that the moisture is less likely to get inside it, thus keeping your food safe. Unless the glass is physically broken, your food won't be contaminated, which plastic packaging is capable of doing.*

*For packaging products, glass is always a secured option because plastic can melt and it carries the risks of chemical leakage into your eatables. A glass consumer does not have to worry about chemicals or other contaminants because glass is made from natural materials and it is chemically inert (made from reactive chemicals). This helps in keeping your food fresh for longer period"<sup>9</sup>*

27. The aforesaid observations indicate that the substrates are very different from each other and cannot be considered substitutable. These observations also bring out the uniqueness of glass as a packaging material. While on the one hand, glass packaging appears to be suited for certain product segments, viz., alco-beverages, given its characteristics, on the other hand, there are indications that glass is associated with premium look and aesthetics, and therefore, may be a packaging material of choice for users/sellers across product segments who are eyeing the premium positioning of their products.

#### *Analysis in terms of price of various substrates*

28. The Acquirer submitted the prices of containers made from various packaging materials such as glass, plastic, aluminium cans/tins and tetra packs for certain indicative products across user segments. The data submitted by the Acquirer was examined and it is observed that there are certain inconsistencies in data owing, to some

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<sup>9</sup> <https://www.hngil.com/p/preserves-flavour-1>



extent, to differences in capacities in terms of volume/weight of the products considered for illustrative purposes across substrates or some other errors apparent. Notwithstanding the discrepancies, the conclusions of the Parties on this aspect were examined further.

29. The Acquirer, based on the pricing data, submitted that the difference in prices of glass, metal cans and plastic containers is insignificant to constitute separate relevant markets. Further, as stated, the price of the containers constitutes an insignificant portion compared to the price of the end product. Considering the aforesaid, it was stated that liquid manufacturers can switch from one liquid packaging material to another without impacting the price of the end product sold to the consumers in the market. It has been further stated that companies have, over the years, been (partially or fully) shifting from one liquid packaging material to another in order to reduce costs.
30. With respect to the above submission, the Commission observed that, first and foremost, there are significant differences in absolute costs of various substrates. Further, if the absolute differences in costs are seen in the light of reuse of glass and likely reduced effective cost of packaging, the conclusions reached by the Acquirer appear to be inconsistent. It appears more plausible that, if the price differences are insignificant and/or constitute an insignificant part of the price of the end product, the price would cease to be a relevant decision factor, rather, the user would be expected to choose the most relevant substrate for its product offering. This observation also appears to be more consistent with the observations made above regarding glass being a preferred packaging for certain products on account of its characteristics as opposed to the submission of the Acquirer along the lines that users of container glass are indifferent between packaging materials and are accordingly, guided by price.
31. Overall, it appears that price may indeed not be of much relevance, but that does not imply or reflect the substitutability of substrates. Instead, the choice of a particular substrate or multiple substrates as a decision seems more relevant to the overall business model of the user, and in those terms, the characteristics of the substrates acquire more relevance. Accordingly, if the user's product is such that it requires packaging in a glass container, the user would do the same. The aforesaid decision-



making does not appear to be rooted very strongly in the absolute/relative price differences of various packaging material substrates. Accordingly, the user of a glass container is not likely to substitute container glass with other packaging material purely on account of a small but significant non-transitory increase in price of container glass.

*Analysis in terms of Intended Use*

32. The Acquirer submitted that, from the perspective of the customers of the Parties across various user segments, liquid packaging products made from different products are substitutable with each other. The Acquirer gave a few examples to illustrate such substitutability:
  - i. For non-alcoholic beverages, it was stated that fruit drinks are sold in tetra packs, cans as well as glass bottles. The leading non-alcoholic beverage, Coca Cola, is sold in glass bottles, aluminium cans as well as PET bottles. Similarly, liquid food items such as milk are sold in the market in glass bottles, tetra packs, pouches or cartons, while pickles, which have a significant liquid content, are also packed in glass containers, plastic containers and flexible packaging containers;
  - ii. For pharmaceutical products, it was stated that these are also packed in a range of products made from different substrates, including PET bottles, glass bottles and aseptic packaging. In this regard, it has been submitted that, with an increase in the usage of aseptic packaging, pharmaceutical industry is also utilising the same for packaging;
  - iii. As regards the alco-beverage industry, it was stated that several leading alcohol manufacturers are also shifting to packaging containers made from different materials in addition to glass containers. To illustrate, it was stated that, Diageo, which owns the popular Johnnie Walker whiskey, is planning to switch from glass bottles to paper-based bottles. It was also stated that alcohol producers are packaging their products in tetra packs, cans and plastics as an alternative to conventional glass containers. Based on the same, it was stated that, from the perspective of alcohol producers, different liquid packaging materials are



substitutable and that the use of different packaging formats does not affect the quality of the liquid.

33. Emphasising the functional substitutability and intended use part in delineation of relevant markets, the Acquirer submitted that, as different packaging materials fulfil the same economic needs of customers in the packaging industry, liquid packaging made from different materials would form part of the same relevant product market and the differences in the materials would not outweigh the intended use of the said packaging materials, and all materials used for packaging liquids would form part of the same relevant market.
  
34. The Acquirer's inference, that different packaging materials fulfil the same economic need of the customers, drawn from users shifting fully or partially to another substrate for packaging, does not appear correct. It completely ignores that the demand for packaging materials primarily being a derived demand, the users of packaging material follow their own business model and, therefore, their choices are expected to be guided by multiple parameters and not simply based on functional substitutability. The classification in terms of material characteristics have already been discussed, which have brought out the aspect of glass being a preferred choice for certain product categories. Accordingly, it would be counter-intuitive to assume that an enterprise which has based its business model on glass as a packaging medium will consider that other packaging materials will serve the same economic need. Accordingly, as far as the instances of full/partial shifting between substrates are concerned, it does not appear plausible to consider that the same was only due to price differences between various substrates; rather, it seems more reasonable to assume that such shift was in sync with the business model of the user.
  
35. The relevant market definition as contained in the Act stresses the delineation of relevant market based on collective assessment all three factors, viz., characteristics, price and intended use. Based on the aforesaid analysis, in terms of characteristics which are materially different for different packaging materials and prices which are different, and at the same time, not a very relevant factor considering the demands of



different business models and industrial user preferences, each material substrate appears to constitute a relevant market on a standalone basis. Further, the functional substitutability appears either theoretical or, wherever full/partial substitution has been made, the same appears more a function of the business model of the user and less of the pricing dynamics of substrates.

36. The findings of the Commission on the uniqueness of each material substrate are also supported by the data in respect of market segmentation by material types as provided by the Acquirer based on Ken Research Market Study on India Liquid Packaging Market. As per the given information, the market share of all packaging materials (by volume) has been largely consistent for the period FY 2018 to FY 2022. [REDACTED]

[REDACTED] This stickiness is also demonstrative of the lack of substitution or substitutability across the board and that each material substrate is existing and growing in its own space.

37. The Acquirer in its Response to SCN, *inter alia*, reiterated that functional substitutability as represented in full/partial shift from container glass to other packaging materials is more relevant, and the same reflects the effect of physical characteristics. It was further submitted that the characteristics of glass containers considered by the Commission are not unique to glass but applicable to containers made from other packaging materials as well. The Acquirer also submitted that the observations of the Commission on glass being a packaging material of choice for sellers eyeing 'premium' positioning and the significance of business models to the effect of making functional substitutability as irrelevant, lacks basis. As regards the Commission relying on statements contained in Annual Reports/party websites, the Acquirer submitted that the Commission has not considered statements that highlight competition from other packaging materials.

38. The submissions of the Acquirer in Response to SCN were examined. The Commission is of the view that all the aspects of relevant market delineation start from the consumer perspective, and thus, before going into analysis in terms of characteristics, intended



use or price, it is first relevant to understand the consumer perspective. Accordingly, the fact that packaging is not the end product but a medium for a user to reach the end consumer of the product of the user and, accordingly, its demand being in the nature of derived demand becomes highly relevant. This aspect requires that factors relating to the nature of product, product positioning, etc. underlying the business model of the industrial user should also be considered in assessment. In fact, the statements contained in Annual Reports of the Parties and as referred above duly capture the aspect of '*business models*'. The terms such as '*premium food & beverage brands*' as referred in the Annual Report illustrate the importance of business models and the corresponding product positioning.

39. As regards the submissions on a selective reading of the Annual Report, the Commission observed that citing techno-commercial factors, the Annual Report of AGI noted, "*[T]his ensures its continuous usage worldwide, across a range of end-user industries, despite the heavy competition from other packaging materials*". Thus, when the Annual Report talked of heavy competition, it also talked of continuous usage given techno-commercial factors, which again points to the significance of differences in characteristics and the importance of business models.
40. Accordingly, the Commission observed that, considering the activities of the Parties, the scope of plausible relevant market appears to be limited to container glass.

*Assessment of need to further segment the relevant market by user/consumer*

41. Considering the likely pervasiveness of the business models of various user groups and specific preferences as reflected in various statements contained in documents/websites of the Parties detailed above, the Commission further examined whether the relevant market needs to be further divided by user segments.
42. In this regard, the Acquirer stated that the Relevant Market ought not be further sub-segmented by user because, from a supply-side substitutability perspective, glass containers/bottles used by various user groups are substitutable. In this regard, the



Acquirer submitted a letter from Bucher Emart Glass Pte. Ltd. (**Bucher Emart**) which is based out of Switzerland and is one of the world's leading international suppliers of glass container manufacturing solutions, including equipment, controls, parts, and support.

43. First and foremost, it is important to note that demand side substitutability reflects the most immediate constraints on the parties and supply side substitutability can be considered only in situations where its effects mirror those of demand side substitutability. Accordingly, this aspect has first been examined in terms of demand side substitutability, and then in terms of supply side substitutability.
  
44. Based on the observations on the differences in characteristics of various substrates and specific preferences of packaging material of different user groups, it is clear that there is no demand homogeneity between various user segments for a particular packaging material. The requirements in terms of bottle shape, design, colour, aesthetics and volume capacity vary for different user segments. The standard bottles/containers are not used across segments. Further, these specific requirements or differences in glass container bottles have the impact of promoting specialisation in terms of production of such glass containers practically impacting the supply side substitutability as well which, to a large extent, is also reflected in the market structures of the supply of container glass to various user groups, which has been analysed in detail in subsequent parts of this order. The alco-beverage and F&B segments have HNG and AGI as leaders, while the household segment is led by Piramal Glass (**PGP**) Glass and pharma by Schott. This market structure is representative of actual market dynamics going beyond the theoretical possibility of supply-side substitution. The fact that players such as Schott do not have operations in alco-beverage or F&B suggests that specialisation is considered relevant and it is not a commoditised product both from demand and supply perspective. It may well be that the same machine can be used to produce container glass models for various user segments, and some of the producers such as AGI and HNG are indeed catering to all user segments, but the analysis suggests that this cannot be generalised and may not be representative of actual market dynamics. Considering all user segments as part of the same relevant market would



imply the consideration of various producers of container glass as competitors in all user segments even though their product offerings may be suited only for a particular user segment and they chose to operate in those niche segments only.

45. On the supply side substitutability, the Commission considered the content of the Bucher Emart letter and observed that, [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED] These caveats relate to most important techno-commercial aspects and, therefore, highlight the limitations of substitutability from the supply perspective.

46. It emerges from the above that there is no demand side substitutability for container glass for various user segments and supply side substitution is at best limited and also not relevant. Accordingly, the Commission formed the *prima facie* view that it is appropriate to further segment the market by user segments and, thus, the relevant markets for assessment of the Proposed Transaction be delineated as separate markets for the manufacture and supply of container glass packaging products to the manufacturers of alco-beverage, cosmetics and perfumery, pharmaceuticals and F&B sub-segments, respectively.
47. In this regard, the Acquirer in its Response to SCN submitted that sub-segmenting the relevant market on the basis that different sub-segments have different market leaders is erroneous and again reiterated the supply side substitution between container glass required/supplied to various user segments to emphasise that the market need not be further segmented. However, in this regard, the Commission is of the view that such classification becomes relevant in situations where it is felt that the players on the supply side have an ability to discriminate between different consumer segments and, to this end, the Commission, as detailed above, observed that in the instant case, firstly, the products are not the same in terms of characteristics, etc.; secondly, the supply side substitutability is at best limited; and thirdly the significant differences in market



structures at the segmental level imply that the ability to discriminate between segmental users cannot be ruled out.

48. Accordingly, the relevant product market for the purpose of competition assessment of the Proposed Transaction is required to be further segmented by user groups viz., alco-beverage, cosmetics and perfumery, pharmaceutical and F&B.
49. As regards the relevant geographic market, the Acquirer submitted that, at the broader level, the packaging industry could be considered global in nature, given the homogenous nature of the market. Further, it was stated that AGI and HNG supply packaging products all over the country and given, that the Competition Act requires the competition assessment to be in relation to India and the Commission in its previous decisions has also considered the relevant market to be the ‘whole of India’ in case of the packaging industry, the relevant geographic market may be considered the whole of India. The Acquirer made further submissions to support the pan-India market viz.: (i) the packaging materials are not perishable and can be easily transported within the territory of India; (ii) majority of the manufacturers have the capability to sell their packaging products throughout the country; (iii) there are no significant price differences between similar types of packaging products supplied within India; and (iv) there are no geographic barriers or differential tax regimes which impact the supply of such products across the country.
50. The Commission examined the plant-level dispatch data provided by the Acquirer for each of the plants of AGI and HNG. The Commission observed that, while some regional trends are discernible in the dispatch patterns, considering that the competition assessment is not impacted regardless of the sub-segmentation by geographical areas, this question can be left open and the Proposed Transaction can be assessed in overall pan India market.
51. Apart from the aforementioned segmentation, the Commission observed that the Parties are also engaged in the sale of general bottles through traders. Thus, the customers of the Parties may be classified in two segments, viz., the wholesale segment



and the retail segment. The Commission considered it appropriate to accordingly classify the relevant market in terms of level of activity as well given general differences in competition dynamics in the wholesale and retail segments.

## **Competition assessment**

### *Level of Concentration*

52. The Acquirer provided estimates of market share of the Parties and their competitors in the market for container glass segment and each of the sub-segments of alco-bev, pharma, F&B and households and cosmetics products.
53. The following observations are made in this regard:
  - i. The combined share of the Parties in the market for manufacture and supply of container glass in India in terms of value and volume is estimated to be in the range of [35-40] percent with an increment of [10-15] percent and [40-45] percent with an increment of [10-15] percent, respectively, for FY 2022;
  - ii. The HHI analysis on the basis of market shares for FY 2022 indicated that the Proposed Transaction significantly affects the level of concentration in the market, as reflected in the delta or the incremental HHI of around 700; and
  - iii. The competitive structure of the market is also estimated to change significantly with the Proposed Transaction implying the merger of the top 2 players in the market with capacities/volumes which could have been expected to impose strong competitive constraints on each other. Post the Proposed Transaction, the second biggest player is expected to have a share of around 10 percent in terms of value and 6 percent in terms of volume.
54. Notwithstanding the fact that the aforesaid estimates given by the Parties are in themselves indicators of significant change in concentration, the Commission observed that the above market shares may be underestimating the presence of the Parties. As per varying estimates of market size and statements recorded in the Annual



Reports/websites of the Parties, the combined market shares may be in the range of [55-60] percent.

55. Thus, regardless of the data considered, the combined entity is likely to have a significant presence going forward, and the Proposed Transaction is likely to significantly increase the level of concentration in the relevant market for container glass in India.
56. As regards the analysis in terms of user segments, the Commission observed that, while all the sub-segments are concentrated, there appears to be a difference in the structure of the market regarding market leaders. In alco-beverage and F&B, the Parties are the market leaders, while the household & cosmetics segment is led by PGP and pharma is led by Schott. The combined share of the Parties in terms of volume in the alco-beverage segment is around [45-50] percent while PGP's share is less than 5 percent and Schott does not even have a presence in this segment. In the F&B segment, the combined share of the Parties is around [80-85] percent while that of PGP is around [10-15] percent, household and cosmetics segment is led by PGP, with around [70-75] percent share, and the pharma segment is led by Schott, with [45-50] percent market share.
57. The aforesaid analysis highlights that post the Proposed Transaction, within the overall container glass market, the likelihood of significant changes in concentration levels is particularly high in the sub-segments of alco-beverage and F&B, wherein the combined entity will have large presence. The combined market shares and incremental HHI in the alco-beverage segment are around [45-50] percent and 1000, respectively, and the same in the F&B segment are around [80-85] percent and 2800, respectively, which are highly significant. Accordingly, it can be reasonably concluded that AGI and HNG are the only significant organised players in both the alco-beverage and F&B sub-segments.



*Extent of effective competition likely to sustain in a market*

58. AGI submitted that the glass segment is highly fragmented and competitive. It also comprises both the organised and unorganised sector and, as such, the existing players will continue to exert significant competitive constraint on the Parties post the Proposed Transaction. In support of the same, it has been stated that the total revenue of PGP is greater than the revenue of AGI and HNG, and that PGP is a global provider of glass packaging solutions and Asia's largest speciality glass manufacturer. As regards the unorganised sector, it has been stated that the unorganised sector has grown rapidly and is continuing to grow on an annual basis.
  
59. Based on the analysis in terms of market share estimates, it has been noted above that PGP would be second in the glass container market, with a market share of around [10-15] percent. The presence in overall packaging is no indicator of constraints in a particular packaging segment. In fact, as per the market estimates, contrary to the submissions of the Parties, PGP's market shares have remained in a narrow range. Apart from PGP, as per the Parties' own estimate, five out of seven competitors identified had a market share of less than 5 percent. Thus, these competitors are not expected to individually impose sufficient competitive constraints on the combined entity.
  
60. Furthermore, even the aforesaid presence of PGP and Schott is not relevant, as the user-segment based analysis has already revealed that PGP's presence is primarily in the household and cosmetics segment and Schott is present only in the pharma segment. In the segment of alco-bev, the only competitors in the organised segment are Empire and Canpack (with estimated combined share of around 10-15 percent) and Haldyn and Sunrise (both having less than 5 percent). Other than these organised players, [35-40] percent market is ascribed to the unorganised Ferozabad Cluster container glass manufacturing units. AGI has further submitted that their customers such as Pernod Ricard, Diageo India, Radico Khaitan etc., source bottles from Ferozabad Cluster companies.



61. The competitive constraints likely to be posed by the unorganised sector have been examined. The Commission noted certain differences in the unorganised and organised segments, and the same are discussed hereunder:

- i. *Scale:* The indicative size of an unorganised unit in the Ferozabad Cluster has been put by AGI in the range of 100-200 tonnes per day and, as stated, there are about 15-20 units producing glass containers. The scale at which these unorganised players operate is minuscule relative to the presence of the Parties which have a daily capacity of around 1600 tonnes for AGI and more than 2000 tonnes for HNG. The scale presents its own set of advantages/disadvantages, which ultimately constitute the competitive intensity. These unorganised players cannot fulfil the market demand substantially; in other words, expansion is constrained by their own installed limited capacities even if it is assumed that they are otherwise capable of imposing competitive constraints going by the commercial dynamics of the market;
- ii. *R&D efforts and product development translating into demand push or cost savings:* The Acquirer has submitted that it does carry out certain R&D activities in the product and process to add value to its customers. As per the details provided, the innovative offerings include internal embossed bottles, anti-bacterial bottles, anti-depression (negative ion) bottles, light weighting of the bottles, etc. There are other projects such as batch optimisation, power generation from waste heat and cullet sorters, which would enable reduction in costs. Even on the sustainability aspect, players such as AGI are taking up processes to reduce carbon footprint. The Parties have submitted that R&D capabilities and possession of intellectual property rights are not essential and do not play a role in an enterprise remaining competitive or surviving in the relevant market. However, product differentiation does create a competitive advantage from the demand perspective and the differences in cost and size of installed capacity create a differentiation from supply perspective in both the short and long run. The ability to move towards reduction of carbon footprint is also likely to create a competitive advantage in the long run. These competitive advantages point to the significance of R&D capabilities and consequent likely present and growing



differences in the abilities of the unorganised and organised sector, illustrative of a lack of present and future competitive constraints; and

- iii. *Supply chain dynamics:* Based on the Parties' submissions, it has emerged that the prices of soda ash and supply conditions of soda ash are a big factor in the container glass industry and even bigger players such as the Parties find it hard to navigate and sustain this issue. Parties with significant installed capacities use soda ash in bulk and have the option to also import the same. However, smaller and unorganised players are not expected to have such ability to constrain the pricing of soda ash. With the Proposed Transaction, as volumes of production increase for the combined entity, this gap between the combined entity and other sellers, including the unorganised sector, in terms of the ability to source raw materials on economic terms is likely to widen further. The Acquirer has submitted that the supply-demand situation in India is improving as required capacity additions are occurring in the soda ash industry, and therefore, from an input perspective, there will be no foreclosure in the relevant market post the Proposed Transaction. However, what is relevant is not the foreclosure in absolute terms but the differences in access to raw materials and the pricing of the same.
  
- 62. Based on the aforesaid, the Parties appear to have an advantage in this area going forward. However, considering the submissions of AGI relating to unorganized customers catering to the customers of AGI and HNG, it also appears that the unorganized sector and smaller organized players are in a position to impose limited competitive constraints on the Parties.
  
- Countervailing buyer power*
  
- 63. AGI submitted that the customers in the glass segment are large conglomerates with deep pockets, and therefore, there is no question of the Parties being able to act independently of competitive forces post the Proposed Transaction. As submitted, the customers are repeat customers and have significant influence over the type of packaging they use. It has also been stated that these companies have significant ability



to supply their own containers or to sponsor an entry and/or impose other constraints in situation of possible anti-competitive practices in the glass container manufacturing marketplace. Further, it has been stated that customers of the liquid packaging industry routinely spend billions on advertising in order to shape consumer preferences for particular types of containers and such new campaigns encouraging consumers to switch from glass to other materials as well as targeted price reductions could significantly affect the demand for glass packaging post the Proposed Transaction.

64. Further, the Acquirer submitted that the customers in this sub-segment multi-source from various suppliers, and multi-sourcing is essential in this industry for customers to ensure security of supply considerations and obtain better commercial terms. As submitted, the design rights over the containers are owned by the customers and moulds are prepared accordingly. The moulds are generally provided by customers to the glass manufacturers and the intellectual property right is owned by the customers. Therefore, as far as the quality of the bottle meets customer standards, customers are comfortable buying from either of the producers as there is not much difference in product quality, price and service to the customers.
65. Also, it has been stated that any pricing power and consequent loss of sales is against the plant economics. As stated, as per standard industrial practice, glass furnaces must run continuously for 24 hours a day, and they cannot be turned off or easily idled, and when shut down, they may take months to restart, and therefore, there is a need for the supply chain to be fully functioning and operational to ensure efficiency.
66. While there is no doubt that the customers of the Parties are large conglomerates and there is also an element of dependence of suppliers of container glass manufacturers on these customers, countervailing buyer power is considered more a function of relative differences in concentration on the demand and supply side rather than just the size of customers, unless vertical integration trends are clearly discernible. The glass market, as noted above, is already concentrated and would become significantly more concentrated with the Proposed Transaction. Thus, while switching may seem plausible in theory, it may be difficult in practice for lack of viable options which can cater to



the volume, choice and quality requirements of large buyers. The Acquirer has stated the possibility of backward integration and given a few examples, such as Mohan Meakins and Kals Distilleries and attempted entry of Carlsberg (with participation in CIRP of HNG). The two companies have less than 5 percent capacity and, thus, the same does not appear to indicate any industry-wide trend or practice. As regards the shift to alternative materials and shaping preferences through advertisements, the differences between materials have already been discussed and for the same reasons based on which various packaging materials do not belong in the same relevant market, this stated possibility of shifting is not likely to confer any buyer power.

67. The multi-sourcing option and countervailing buyer power may be more applicable in case of bottles where moulds are owned by the user companies, and to some extent, for general bottles sold through the trade route in addition to direct sales. However, even in that case, the actual substitutability would be limited to the extent of capacity of the other players. If the other players are either constrained in terms of capacity in absolute terms or due to other commercial factors, the threat of multi-sourcing may not translate into pricing power.
68. Overall, the countervailing buyer power appears at best to be limited. Further, even if there is a higher degree of buyer power at present, the impact on the same given the Proposed Transaction needs to be considered. As noted, AGI and HNG are the top two organised players in container glass and in the two segments of alco-beverage and F&B, which implies the elimination of the most credible option to switch as far as users are concerned.

#### *Competition from imports*

69. The Acquirer submitted that the extent of competition exerted by import in the glass packaging segment is more intense. The share of imports of glass packaging material in the overall import of liquid packaging increased from 13.6 percent in FY 2018 to 18.3 percent in FY 2021 in value terms. Similarly, in volume terms, the share of import of glass materials increased from 36.9 percent in FY 2018 to 44.4 percent in FY 2021.



It is important to note, that with the stated percentage growth, the imports of glass containers still constitute only a minuscule percentage of glass consumption. As per the Parties' submissions, imports catered to only 3 percent of the overall demand for container glass in 2020-21.

70. As regards the effective constraints from imports beyond the quantitative estimates of imports, AGI has submitted that the industry leaders like Diageo (Alcoholic Beverage), Abbott Laboratories (Pharmaceuticals) and HUL (Personal Care) directly import glass packaging materials in India. While imports do not appear to be a significant factor in terms of present market dynamics, but the likelihood of increase in imports following any exercise of pricing power by the combined entity cannot be completely ruled out.

*Expansion of existing competitors*

71. The Acquirer submitted that customers have numerous options with expanded capacities to shift their demand to. Of the illustrations given by the Acquirer, only one expansion relates to glass containers for alco-bev and F&Bs, i.e., by Sunrise. All other expansions cited relate to other user segments. The increase in capacity of Sunrise by 240 TPD is insignificant to cause any change in position of the combined entity. The same aspect considered holistically in the background of the overall analysis is not *prima facie* a factor which can mitigate competition concerns.
72. The Acquirer, in Response to SCN, submitted that concentration levels do not conclusively determine the level of competition in the market. To this effect, the Acquirer made certain broad points which are discussed hereunder.
73. The Acquirer stated that the Commission has failed to analyse the market power of other players such as PGP Glass as well as the presence of large customers which can exercise significant countervailing buyer power. As regards competitive constraints from PGP Glass, the Acquirer submitted that based on the total revenue, PGP Glass has the highest market share and it has the resources and the significant technological competence and advantage to expand its capacities or even divert its exports to the



domestic market in case AGI Greenpac attempts to increase prices beyond the competitive levels post the Proposed Transaction.

74. The Commission has already examined the presence of PGP in the container glass market and in segments of container glass. The Commission has already noted that PGP is a significant player in the household segment and its presence in that segment does not pose any direct significant competitive constraints in the container glass market. As regards the likelihood of entry/expansion by PGP pursuant to any attempted price increase by the combined entity, it may be noted that entry in order to be a deterrent for any anti-competitive conduct needs to first be likely, and then timely and sufficient. In this regard, past entry/expansion is understood as a truer representative of actual entry/expansion conditions as those reflect not only the visible but also the invisible barriers which may characterise the industry. The Acquirer has itself submitted in a different context that consolidation has been a feature of the glass container industry over the years and has also illustrated the acquisitions made by HNG over the years. The Commission has also noted that the market shares of various players in the market for container glass and its segments over the last 3 years has largely moved in a narrow range and market structure has remained more or less the same. On the basis of the same, the Commission does not consider it appropriate to impute any more constraints from PGP or any other player on the basis of their presence in other related or unrelated segments.
  
75. The Acquirer further submitted that higher concentration levels do not translate into pricing power in this industry. To this effect, the Acquirer referred to certain statements made by AGI management earlier regarding glass facing competition from alternative packaging materials and the aspect of regulated pricing in the liquor industry. The Acquirer also referred to the findings of PWC in its financial and tax due diligence report in respect of HNG, wherein it is stated that HNG has not been able to increase its selling rates to the tune of increase in direct costs leading to shrinking gross margins and that there is a time lag in passing on the input cost increase to the customers and that, on account of the fragmented nature of the container glass industry, the price increase is not frequent or substantial enough in this industry. The inability of HNG to



pass on increase in direct costs appears more of a firm-specific factor given the situation of HNG and has accordingly been dealt with separately. The aspect of countervailing buyer power has already been examined in detail, and these submissions do not appear to be reason enough to change the same.

76. The Acquirer submitted that the Commission's observation that the combined entity will have an overwhelming presence in the alco-beverage and the F&B segments post the Proposed Transaction is erroneous and based on a flawed application of supply-side substitutability. The Commission has already examined the aspect of supply-side substitutability in detail and observed that the same is limited considering, *inter alia*, the techno-commercial aspects mentioned in the Bucher Emart letter submitted by the Parties.

#### **Competition assessment – Sale of container glass to/through traders**

77. In this regard, as submitted, in recent times, several cottage/small-scale industries have developed, which have the requirement of packaging material for pickles, juices, milk, food processing, etc., in small quantities. To meet such small-sized supplies, it is not possible for such customers to directly approach glass manufacturers. As with any other trade and business dynamics, there is a bridge in the form of traders between the glass manufacturers and the consumer cottage industry.
78. The Parties provided details of their presence in this segment. The Parties on their part submitted that the sale of general bottles to/through traders constitutes a minuscule portion of the total sales made by AGI and HNG and the customers to whom such general bottles are sold are price-sensitive customers who typically purchase small quantities of standard glass bottles/containers through traders. Accordingly, as stated, in case of any attempt on the part of AGI to increase prices beyond competitive levels, the customers would most likely buy products from other players, thereby disciplining such price increase. The Commission observed that while such sales may be constituting minuscule percentage of total sales of AGI/HNG, the Parties are estimated to have substantial presence in the segment, which is more relevant. At the same time,



the submissions of switching, etc., appear to be devoid of merit, considering the Parties' significant position in the overall container glass segment in general and alco-beverage and F&B sub-segments in particular.

### **Vertical/Complementary overlaps**

79. As submitted, AGI has an insignificant presence in the segment of security caps and closures (with market share being less than 2 percent while HNG does not have any presence. The market is characterised by the presence of other significant competitors, viz., Oricon Enterprises Limited (12%), Guala Closures Group (12%), Weener Empire Plastics Limited (6%), etc.
80. In terms of installed capacity, as per estimates given by the Parties, the market size for the manufacture and supply of security caps and closures was approx. 32.9 billion units in FY 2021-22 and the installed capacity of AGI is 912 million units, which also implies an insignificant presence.
81. Based on the above, the Commission is of the view that the Proposed Transaction is not likely to confer any ability or incentive to the Parties to change the competition dynamics in any segment riding on the vertical/complementary linkage resulting therefrom.
82. Thus, based on the above analysis, the Proposed Transaction is likely to result in appreciable adverse effect on competition in the overall container glass packaging in general and in the sub-segments of alco-beverage and F&B in particular and in the segment of sale of container glass bottles to/through traders. However, there are certain peculiar factors in the context of presence of Target which also need to be considered. The Acquirer submitted that the Target is a failing firm and is presently undergoing CIRP. The submissions of the Acquirer in this regard are examined hereunder.



*Failing firm defence*

83. The Acquirer has made the following submissions on the aspect of HNG being a failing firm:
- i. *Inefficient state of operations:* As submitted, the operations of the Target have run inefficiently in terms of capital deployment, lack of maintenance of assets and poor operational efficiencies. The Target had done extensive capital expenditure which was beyond its requirements, and had not been operating many of its furnaces over the last several years, leading to under-utilisation of the resources deployed. Many of the furnaces have not been rebuilt for more than 10 years, which led to inefficient operations and higher cost, resulting in lower margins and losses;
  - ii. *Acquisition is in the best interest of every stakeholder including the customers (industrial), end consumers and the existing financial and operational creditors of the Target as well as the workmen and employees of the Target:* As submitted, this acquisition will yield several economic and financial benefits, such as enhancing product output volumes, sustaining employment levels, debt repayment, and overall restructuring of the business;
  - iii. *Safeguard against the assets exiting the market:* It is submitted that, because of financial distress, if the Target's business would be liquidated, it would reduce effective competition in the glass segment and significantly affect customers/consumers. As such, the acquisition of the Target by AGI, which is experienced and technically capable to handle the business operations of the Target and has definitive plans to revive and turn-around the Target's business, would be pro-competitive and would ensure that the market remains competitive in times to come. Further, as submitted, the Proposed Transaction is efficiency enhancing as AGI will rebuild more efficient furnaces and improve the efficiency of the Target's machines for higher output. Conversely, it is submitted that competition in the glass segment is likely to deteriorate to an equal extent if the Target is not acquired and allowed to 'fail' or exit the market.

84. In this regard, the Commission considered the financial and tax due diligence report of HNG, which notes that HNG has not been able to increase its selling prices to the tune



of increase in direct costs leading to shrinking gross margins. The report further notes that as per the management of HNG, there is a time lag in passing on the input cost increase to the customers and HNG also increased its selling prices during Q1 FY 2023. The management of HNG further provided that, given the fragmented nature of the container glass industry, the price increases are not frequent or substantial enough.

85. The Acquirer further submitted a detailed operational status of various plants of HNG. As per the submissions, a majority of HNG's furnaces that are running had been rebuilt 10 years ago or earlier. As submitted, the typical life of a container glass furnace is 10 years, and as the furnace gets older, the specific energy consumption increases prominently, from a typical annual rate of 2.5 percent to 5-6 percent towards the end of its prescribed life, which not only makes the operations non-competitive but is also detrimental to the environment. Further, as submitted, with an ageing furnace, the achievable draw from the furnace vis a vis installed capacity also reduces, which also makes the production costlier, as the fixed costs are spread over lower volume.
86. Based on the above, the Acquirer submitted that delay in acquisition would adversely affect the viability of Target. In this regard, in addition to the increased operational costs impacting the competitiveness, the Acquirer submitted that, since the furnaces are not operating properly because of leakages, emergency repairs and other firefighting production issues, the output from HNG's furnaces is inconsistent, which leads to non-performance of their contracts with their customers. It was stated that this creates a vicious circle which will further lead to reduced economic activity.
87. The Commission considered the submissions of the Acquirer on the status of HNG's operational aspects and the supporting information on record in the form of status of furnaces as installed and as currently operative and the financial parameters highlighted in the due diligence report and also discernible from the financial statements of HNG. As a part of its Statement of Audited Financial Results for the Quarter Ending 31 March 2021, it has been duly mentioned that the company (HNG) is incurring losses since FY2013, which has eroded its net worth completely. In fact, the auditors of HNG, based on their audit of financial statements for FY 2021-22, have opined that HNG does not



appear to be a going concern. Considering the aforesaid, the Commission is of the view that time is indeed of the essence in the context of the Proposed Transaction. The Commission, leaving the question of HNG being a ‘failing firm’ open, observed that a holistic approach to the assessment of the Proposed Transaction would require balancing the structural changes in concentration, etc., resulting from the Proposed Transaction and the ground position of operational affairs of HNG.

88. The Commission noted that the Acquirer, on a without-prejudice basis, as a part of Response to SCN has proposed Modification to address the concerns raised in the SCN in terms of Regulation 25(1A) of the Combination Regulations, which reads,

*“(1A) Along with their response to the notice issued under sub-section (1) of section 29 of the Act, the parties to the combination may offer modification to address the prima facie concerns in the said notice and on that basis, the Commission may approve the proposed combination under sub-section (1) of section 31 of the Act:*

*Provided that in such a case, the additional time, not exceeding fifteen days, needed for evaluation of the modification offered, shall be excluded from the period provided in sub-section (2A) of section 6 of the Act, sub-section (2) of section 29 of the Act and subsection (11) of section 31 of the Act.”*

The Commission considered the same against the backdrop of the operational affairs of HNG.

### **Analysis of Modification proposed by AGI**

89. AGI offered the divestiture of the Rishikesh plant of HNG to alleviate the *prima facie* concerns identified by the Commission in the SCN. The Rishikesh plant is set up on an area of 11.3 acres having two glass melting furnaces and a production capacity of 400 TPD (1,46,000 MTPA).
90. As submitted, out of all the plants of HNG, the Rishikesh plant is the least loss-making. It saw a growth of 24 percent in net revenue in FY 2021-22. The Rishikesh plant also witnessed one of highest growth by volume in FY 2021-22, i.e., around 17 percent.



The Rishikesh plant has substantial and sizeable operations and witnessed growth in revenue over the years. The revenue from the Rishikesh plant increased from INR 233.1 crore in FY 2021 to INR 290 crore in FY 2022.

91. As per the details submitted, Rishikesh plant had the highest utilisation by percentage as compared to other plants. The percentage utilization of the Rishikesh plant was 94.1 percent in FY 2021 and 91.1 percent in FY 2022. Further, as submitted, the furnace of the Rishikesh plant had undergone cold repair in 2016 and can be maintained up to 2028. As submitted, out of all the plants of HNG, the Rishikesh plant is operating to 100 percent of the installed capacity, [REDACTED]  
Further, the Rishikesh plant has [REDACTED] equivalent to other higher capacity plants of HNG. As submitted, the availability of the forming lines and printing lines will provide the purchaser with higher flexibility to run the plant in an efficient and profitable manner.
  
92. The Rishikesh plant comprises two glass melting furnaces, which will provide the purchaser the flexibility to manufacture different coloured, i.e., flint/amber/green, glass at the same time compared to acquisition of a plant with just one glass melting furnace. The plant is used for the production of glass containers catering to the alco-beverage, F&B as well as pharmaceutical and wellness industries.
  
93. Based on due diligence conducted by PWC, it is submitted that HNG operated through seven plants in India with an installed capacity of 4300 TPD. However, the operational capacity has reduced to 2325 TPD on account of furnaces at the Neemrana, Rishra, Bahadurgah and Sinnar plants, which have not been operating.
  
94. The Acquirer also provided an assessment of operational dynamics of each HNG plant in detail. As submitted:
  - i. The Bahadurgarh plant of HNG has three furnaces, out of which one is non-operational. The operating capacity (after reduction of non-operational furnaces and down capacity) is 490 TPD. [REDACTED]  
[REDACTED]



- [REDACTED]
  - [REDACTED];
  - ii. The Puducherry plant of HNG has one furnace with a production capacity of 330 TPD, and the furnace is currently non-operational on account of leakage. The operating capacity (after reduction of down capacity) is 270 TPD. [REDACTED]
  - [REDACTED]
  - [REDACTED];
  - iii. The Sinnar plant of HNG has two furnaces, out of which only one furnace is currently operational. The operational furnace has a production capacity of 650 TPD. The operating capacity (after reduction of non-operational furnace and down capacity) is 420 TPD. [REDACTED]
  - [REDACTED]
  - iv. The Neemrana plant of HNG has one furnace, with a production capacity of 260 TPD. However, the furnace has been non-operational since the last 7 years;
  - v. The Naidupeta plant of HNG has one furnace with a production capacity of 650 TPD. The operating capacity (after reduction of non-operational furnaces and down capacity) is 530 TPD. [REDACTED]
  - [REDACTED]
  - [REDACTED]
  - [REDACTED]
  - [REDACTED]
  - [REDACTED]
  - vi. The Rishra plant of HNG has three furnaces out of which two are non-operational. The production capacity of the one operational furnace in this plant is 290 TPD.
95. The divestiture as a modification needs to be examined, firstly, in terms of adequacy to address the adverse impacts of structural changes in the market resulting from the combination, and secondly, on the suitability of the specific assets required to be divested. As stated above, the proposal is assessed against the backdrop of financial issues and resulting operational issues, potential risks of additional impairment of assets and consequent impact on market dynamics.



96. As regards the assessment of adequacy of divestiture, the Commission noted that, as the market is already concentrated and HNG is the market leader, the combined shares would obviously be on a higher side, and therefore, the appropriate yardstick to assess the specific impact of the Proposed Transaction would be the impact of modification on the incremental change in the presence of the combined entity. To this effect, the Commission observed that as submitted by AGI, the production capacity of the Rishikesh plant is 400 TPD, which constitutes approximately 17 percent of HNG's total utilised capacity and accounts for 25 percent of incremental capacity, considering that AGI's capacity installed is 1600 TPD.
97. Considering that the analysis had revealed that the combined entity may have substantial presence in both the alco-beverage and F&B segments, it is imperative that the divested assets have presence in both these segments. As submitted by AGI, Rishikesh plant is present in all four segments of container glass market. The divestiture would lead to the elimination of around 28 percent and 15 percent of the increment in alco-beverage and F&B segments, respectively. In this regard, the Commission further observed that the alco-beverage segment constituted approximately █ percent of the sales by volume of the total glass container industry in FY 2021-22 while the F&B segment constituted a modest █ percent of the total sales by volume in the glass container industry. The Commission is of the opinion that the split of container glass market in terms of the industrial segments is also relevant in assessing the Modification.
98. Considering that the Rishikesh plant is engaged in the manufacture and sale of container glass in all segments, and further considering the fact of two furnaces and corresponding complementary assets and other submissions relating to the operational aspects of Rishikesh plant as noted above, the assets proposed to be divested appear to be self-contained and divestiture appears to incentivise a new entry or augmenting of capacity by an existing competitor of the Parties. The new entrant or an existing competitor would gain an overall presence of around 5 percent market in container glass while gaining presence in all four segments of container glass.



99. The voluntary modification proposed by the Acquirer has been considered and accepted by the Commission while undertaking a holistic assessment of the transaction. All things considered, including the presence of limited competitive constraints from other competitors, imports, buyer power, the operational conditional of other plants and the financial and operational situation of HNG; together with the proposed modification has led the Commission to the conclusion that the transaction is not likely to have an AAEC.
100. Considering the material on record, details provided in the Notice, Response to SCN and factors provided under sub-section (4) of Section 20 of the Act and the modifications proposed by the Acquirer, the prima facie concerns of a likely AAEC as laid down in the SCN have been addressed by the Acquirer and the Commission, thus, decided not to proceed further with the investigation.
101. The Commission hereby approves the proposed combination under sub-section (1) of Section 31 of the Act, subject to compliance of Modification offered by AGI under Regulation 25(1A) of the Combination Regulations as a part of Response to SCN.
102. The Annexure and Schedules annexed to the order shall form an integral part of the order.
103. In carrying out the Modification, the Parties shall comply with the provisions of the Act, the Combination Regulations and the Competition Commission of India (General Regulations), 2009.
104. In case the Acquirer fails to comply with the Modification as provided in the Annexure, the Proposed Transaction would be deemed to have caused appreciable adverse effect on competition in India and the Acquirer shall render itself liable for being proceeded under the relevant provisions of the Act.
105. This order may be revoked if, at any time, the information provided by the Acquirer is found to be incorrect.



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106. The information provided by the Acquirer shall be treated as confidential in terms of and subject to the provisions of Section 57 of the Act.
107. The Secretary is directed to communicate to the Acquirer accordingly.



## Annexure

**Modification**

1. All capitalised terms used in the Modification to the Proposed Transaction shall have the meaning provided in Appendix A annexed herewith if the same are not defined in the body of the Modification to the Proposed Combination.

**THE COMMITMENT TO COMPLETE THE DIVESTMENT**

2. AGI Greenpac or its wholly owned subsidiary (as the case maybe) commits to divest, or procure the divestiture of the Divestment Business, i.e., HNG's plant located at Rishikesh ("Divestment Business") by the end of the First Divestiture Period as a going concern to a purchaser approved by the Commission ("Approved Purchaser") on terms of sale as approved by the Commission in accordance with the procedure described in this Modification.
3. To carry out the divestiture as envisaged in this Modification, AGI Greenpac shall commit to enter into a binding Sale and Purchase Agreement to sell the Divestment Business ("Agreement"), within the First Divestiture Period. If AGI Greenpac has not completed the sale of the Divestment Business at the end of the First Divestiture Period, AGI Greenpac shall grant the Divestiture Agency the mandate to sell the Divestment Business in accordance with the procedure described in the Second Divestiture Period.

**NO ACQUISITION OF INFLUENCE**

4. AGI Greenpac shall, for a period of ten (10) years from date of sale of the Divestment Business, not acquire direct or indirect influence over the whole or part of the Divestment Business. AGI Greenpac shall provide the Commission with an undertaking in respect of compliance of condition relating to non-acquisition of influence. The undertaking shall be submitted on a yearly basis within ten days after the end of every year (commencing from the Closing Date)



## **FIRST DIVESTITURE PERIOD**

5. As mentioned above, AGI Greenpac shall commit to divest the Divestment Business within [REDACTED] from the ‘Effective Date’ as defined in the Resolution Plan of AGI Greenpac (or such extended period as may be agreed by the Commission) which will constitute the First Divestiture Period (“First Divestiture Period”).
6. AGI Greenpac shall submit the draft Agreement for the approval of the Commission within a period of [REDACTED] of the commencement of the First Divestiture Period and shall complete the transfer of the Divestment Business to the Approved Purchaser within the First Divestiture Period.

## **SECOND DIVESTITURE PERIOD**

7. In the event that the sale of the Divestment Business does not close, i.e., transfer of the Divestment Business to the Approved Purchaser by the end of the First Divestiture Period (or such extended period as may be agreed by the Commission) (“Closing Date”) then the Second Divestiture Period shall commence and will last for a period of up to [REDACTED] (or such extended period as may be agreed by the Commission) for carrying out the proposed divestment through the Divestiture Agency.

## **APPROVED PURCHASER CONDITIONS**

8. The purchaser proposed by AGI Greenpac for acquiring the Divestment Business, shall – (i) be independent of and with no connection whatsoever with AGI Greenpac and its affiliates; (ii) not be either a past or present employee or director (or spouse or child of such employee or director); (iii) not have any structural or financial links (this does not include any commercial dealings in the ordinary course of business, which may have taken / take place on an arm’s length basis), whether directly or indirectly, with any existing AGI Greenpac group entity; (iv) has the financial resources, expertise and incentive to operate the Divestment Business in the relevant market; (v) neither be likely to create any *prima facie* competition concerns, nor give rise to a risk that the



implementation of the Order of the Commission approving the Proposed Transaction (“**Order**”) will be delayed, and must, in particular, reasonably be expected to obtain all necessary approvals from the relevant regulatory authorities (if any) for the acquisition and operation of the Divestment Business. The conditions enlisted in paragraph 8 (i) to (v), above are collectively referred to as **Purchaser Requirements**.

### **COMMISSION’s PRIOR APPROVAL OF THE AGREEMENTS BETWEEN AGI GREENPAC AND APPROVED PURCHASER**

9. The final binding Agreement relating to the sale of the Divestment Business shall be conditional on the Commission’s approval.
10. Within a period of [REDACTED] from the execution of the Agreement with the Approved Purchaser, AGI Greenpac shall submit a copy of the final agreement(s) to the Commission. AGI Greenpac will further demonstrate to the Commission that divestment is consistent with the Commission’s Order.

### **STRUCTURE OF THE DIVESTMENT BUSINESS**

11. The Divestment Business shall include:
  - i. All tangible and intangible assets specifically related to and/or being used in connection with the Divestment Business on the Effective Date;
  - ii. All necessary licenses, permits and authorizations issued by any Governmental or statutory authority related to and/or being used in connection with the Divestment Business;
  - iii. All contracts, leases, commitments, obligations, and understandings of and related to the Divestment Business;
  - iv. All customer records, credit records and other records pertaining to the Divestment Business;
  - v. All rights in and to inventories of products, raw materials, supplies and parts, including work-in-process and finished goods held and used by HNG at the Rishikesh plant;



The elements provided in sub-paragraphs (i) to (v) are collectively referred to as “**Assets**”.

- 12. If there is any asset or personnel which is not covered above but which are both used (exclusively or not) in the Divestment Business and are necessary for the continued viability and competitiveness of the Divestment Business, that asset, personnel, or an adequate substitute will be offered to the Approved Purchaser.
- 13. In addition, the Divestment Business shall include such transitional support as may be agreed between the Approved Purchaser and AGI Greenpac which is necessary to enable the Approved Purchaser to conduct the Divestment Business in at least the same manner as HNG operated the Divestment Business on the Effective Date. It is clarified that the Approved Purchaser will only be entitled to use the trademark and logo of HNG for a period of [REDACTED] from the date of completion of the transfer of the Divestment Business in order to dispose of the existing inventory at the Rishikesh plant on the date of transfer.

### **HOLD-SEPARATE OBLIGATIONS**

- 14. AGI Greenpac shall, from the Effective Date until the transfer of the Divestment Business to the Approved Purchaser, procure that the Divestment Business is kept separate from the business that AGI Greenpac will be retaining and to ensure that: (i) management and staff of the business retained by AGI Greenpac have no involvement in the Divestment Business; and (ii) the Personnel have no involvement in any business retained by AGI Greenpac and do not report to any individual outside the Divestment Business.
- 15. Until Closing, AGI Greenpac shall assist the Monitoring Agency in ensuring that the Divestment Business is managed as a distinct and separate saleable business from the business retained by AGI Greenpac. Within thirty days from the Effective Date, AGI Greenpac shall appoint a Hold Separate Manager for the Divestment Business, who shall manage the Divestment Business independently and in the best interest of the business



with a view to ensure its continued economic viability, marketability and competitiveness and its independence from the businesses retained by AGI Greenpac. The Hold Separate Manager shall closely cooperate with and report exclusively to the Monitoring Agency and, if applicable, the Divestiture Agency. Any replacement of the Hold Separate Manager shall be subject to the approval of the Commission.

16. The purpose of the hold separate obligations is to: (a) preserve the Divestment Business as a viable, competitive and on-going business, independent of AGI Greenpac until the transfer of the Divestment Business to the Approved Purchaser; (ii) assure that no Confidential Information is exchanged between AGI Greenpac and the Divestment Business, except as otherwise provided herein; and (iii) prevent interim harm to competition in the relevant market pending the Divestiture.

### **RING-FENCING**

17. AGI Greenpac shall ensure that Confidential Information obtained by AGI Greenpac is eliminated and is not used by AGI Greenpac. For this purpose, AGI Greenpac shall implement, or procure implementation of necessary and adequate measures. AGI Greenpac shall also ensure that the participation of the Divestment Business in the central information technology network will be discontinued to the extent possible, provided however, such discontinuation should not affect the viability and competitiveness of Divestment Business. The employees of AGI Greenpac who provide support to the Divestment Business shall retain and maintain Confidential Information as confidential and except as permitted under the Order, shall not provide, discuss, exchange, circulate, or otherwise furnish any such information to or with any person whose employment involves the business retained by AGI Greenpac. Such employees shall also execute agreement(s) prohibiting disclosure of Confidential Information.
18. AGI Greenpac may obtain or keep information relating to the Divestment Business which is reasonably necessary for the Divestiture or the disclosure of which to AGI Greenpac is required by law or which is reasonably required by AGI Greenpac to comply



with their financial reporting or other legal obligations (including in relation to tax filings).

### **TRANSITIONAL SUPPORT**

19. AGI Greenpac shall provide such reasonable transitional support as may be required by the Approved Purchaser to effectively implement the sale of the Divestment Business. AGI Greenpac will provide all such transitional support as required by the Approved Purchaser and deemed necessary by the Commission on the recommendation of the Monitoring Agency or the Divestiture Agency, as the case may be.

### **PRESERVATION OF ECONOMIC VIABILITY, MARKETABILITY AND COMPETITIVENESS**

20. From the Effective Date and until the completion of the sale of the Divestment Business to the Approved Purchaser, AGI Greenpac shall take such steps as are necessary to maintain the economic viability, marketability and competitiveness of the Divestment Business and minimize the loss of competitive potential of the Divestment Business and shall prevent the destruction, removal, wasting, deterioration, sale, disposition, transfer (including creation of encumbrance) or impairment of the assets related to the Divestment Business available on the Effective Date, except as would occur in the ordinary course of business.
21. From the Effective Date and until the completion of the sale of the Divestment Business to the Approved Purchaser, AGI Greenpac shall maintain the operations including assets of the Divestment Business at least as they are operated on the Effective Date (including efforts to generate new business).
22. AGI Greenpac shall use its best efforts to preserve the existing relationships of HNG with its suppliers, vendors, customers, agencies, and other third parties having business related to the Divestment Business as on the Effective Date.



23. Further, AGI Greenpac shall perform or procure the performance of (i) all maintenance to, and replacements of, the assets of the Divestment Business in the ordinary course of business, in accordance with past practice, and the business, capital, and strategic plans in place on the Effective Date; and (ii) carry on such capital projects, physical plant improvements, and business plans as are already under way or planned, including, but not limited to, existing or planned renovation and expansion projects, in accordance with the business, capital, and strategic plans in place on the Effective Date.

24. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

### **NON – SOLICITATION**

25. AGI Greenpac shall not, and procure that its Affiliates do not employ, or make offers of employment to, any member of Key Personnel, transferred with the Divestment Business for a period of five (5) years after the Closing Date (as applicable), unless the employment of such member of Key Personnel has been terminated by the Approved Purchaser(s).

### **DUE DILIGENCE**

26. In order to enable potential purchasers to carry out a reasonable due diligence of the Divestment Business, AGI Greenpac shall, subject to customary confidentiality assurances and dependent on the stage of the Divestiture process as well as the data available to AGI Greenpac on the Effective Date, provide to potential purchasers



sufficient information: (i) as regards the Divestment Business; and/or (ii) relating to the Personnel and allow them reasonable access to the Personnel.

## **REPORTING**

27. AGI Greenpac shall submit written reports on the Divestiture process to the Monitoring Agency no later than seven (7) days after the end of every month following the Effective Date, including the status of the Divestiture. AGI Greenpac shall submit a list of all potential purchasers which have expressed interest in acquiring the Divestment Business to the Monitoring Agency at each stage of the Divestiture process, as well as a copy of all offers made by such potential purchasers within seven days of their receipt.
28. AGI Greenpac shall keep the Monitoring Agency informed about the Divestiture process, in particular, on preparation of the data room documentation and the due diligence procedure and shall submit copies of any information memorandum and/or similar documents to the Monitoring Agency.

## **MONITORING AGENCY**

29. The Commission shall, under Regulation 27 of the Combination Regulations, appoint an independent agency as Monitoring Agency for the purpose of, *inter alia*, supervision of the divestment of the Divestment Business.
30. The Monitoring Agency shall undertake such functions as may be directed by the Commission, which shall include, *inter alia*, the following functions:
  - i. Overseeing the on-going management of the Divestment Business from the Effective Date with a view to ensuring its continued economic viability, marketability and competitiveness and monitoring compliance by AGI Greenpac with the modifications to the combination provided in the Order. To that end, the Monitoring Agency shall:



- a. monitor the preservation of the economic viability, marketability and competitiveness of the Divestment Business, and the holding separate of the Divestment Business from the business retained by AGI Greenpac.
- b. supervise the management of the Divestment Business as distinct and saleable business.
- c. with respect to Confidential Information:
  - determine all necessary measures are being taken to ensure that AGI Greenpac does not after the Effective Date obtain any Confidential Information relating to the Divestment Business;
  - strive to ensure that any Confidential Information relating to the Divestment Business obtained by AGI Greenpac after the Effective Date is eliminated and will not be used by AGI Greenpac;
  - decide whether such information may be disclosed to or kept by AGI Greenpac as the disclosure is reasonably necessary to allow AGI Greenpac to carry out the Divestiture or as the disclosure is required by law;
- d. propose to AGI Greenpac such measures as the Monitoring Agency considers necessary to ensure AGI Greenpac's compliance with the Order, in particular the maintenance of the economic viability, marketability or competitiveness of the Divestment Business, the holding separate of the Divestment Business and the non-disclosure of Confidential Information, including but not limited to commercially sensitive information;
- e. review and assess potential purchasers as well as the progress of the Divestiture process and verify that at each stage of the Divestiture process, potential purchasers receive sufficient information relating to the Divestment Business in particular by reviewing the relevant data room documentation, information memorandum and due diligence process and that the potential purchasers are granted reasonable access to the Personnel;



- f. act as a contact point for any requests by Third Parties, in particular potential purchasers, in relation to the Order; submit to the Commission a written report within ten (10) days after the end of every month which shall cover (a) the operation and management of the Divestment Business; and (b) the progress of the Divestiture process as well as potential purchasers. A non-confidential copy of the said report will be provided to AGI Greenpac;
  - g. The Monitoring Agency shall report immediately in writing to the Commission of any failure on part of AGI Greenpac to comply with the Order;
  - h. submit to the Commission a written report containing its recommendations as regards (a) the suitability of the purchaser proposed by AGI Greenpac; (b) whether the Divestiture is being carried in accordance with the Order; and (c) where applicable, its recommendations with regard to Divestiture of the Divestment Business without one or more Assets as mentioned above, taking into account the requirements of the proposed purchaser;
  - i. assume the other functions assigned to the Monitoring Agency under the Monitoring Agency Agreement.
31. A copy of the Monitoring Agency Agreement shall be provided to AGI Greenpac and AGI Greenpac shall use its best efforts to facilitate the Monitoring Agency in performance of its duties and obligations provided in the Monitoring Agency Agreement. Any failure by AGI Greenpac in such facilitation may be deemed to be a contravention of the Order.

## **DIVESTITURE AGENCY**

32. AGI Greenpac shall divest or seek to complete the sale of the Divestment Business within the First Divestiture Period. However, if the divestiture does not take place within the First Divestiture Period or the period as may be extended by the Commission, the Commission may, under Regulation 27 of the Combination Regulations, appoint an



independent agency as the Divestiture Agency (“**Divestiture Agency**”) for the purpose of supervising the sale of the Divestment Business during the Second Divestiture Period.

- 33. The appointment of the Divestiture Agency shall take effect from the commencement of the Second Divestiture Period or the day of its appointment, whichever is later.
- 34. Upon receipt of the notice of the Commission regarding the appointment of the Divestiture Agency, AGI Greenpac must execute, within the period prescribed by the Commission, a comprehensive power of attorney in favor of the Divestiture Agency to effect the sale of Divestment Business and all actions and declarations which the Divestiture Agency considers necessary or appropriate to achieve the sale of Divestment Business. including the power to appoint advisors to assist with the sale process. The power of attorney shall include the authority to grant sub-powers.
- 35. During the Second Divestiture Period, the Divestiture Agency shall have the sole authority to complete the sale of the Divestment Business at no minimum price. Upon request of the Divestiture Agency, AGI Greenpac shall cause the documents required for effecting the sale of the Divestment Business, to be executed.
- 36. The sale of the Divestment Business shall not be affected by the Divestiture Agency unless and until the Commission has approved the terms of the Sale and Purchase Agreement, including any ancillary agreements, and the purchaser proposed by the Divestiture Agency (as detailed above).
- 37. A copy of the Divestiture Agency Agreement shall be provided to AGI Greenpac and AGI Greenpac shall use its best efforts to support the Divestiture Agency in the performance of its duties and obligations provided in the Divestiture Agency Agreement.

#### **SALE DURING THE SECOND DIVESTITURE PERIOD**

- 38. Within the Second Divestiture Period, the Divestiture Agency shall complete the sale of the Divestment Business through a transparent sale process at no minimum price.



39. The Divestiture Agency shall have full discretion as to the manner in which it sells the Divestment Business. The Divestiture Agency shall include in the Sale and Purchase Agreement (as well as in any ancillary agreements) –
- (i) such terms and conditions as it considers appropriate for an expedient disposal in the Second Divestiture Period; and,
  - (ii) such customary representations and warranties and indemnities as are reasonably required to effect the sale. The Divestiture Agency shall protect the legitimate interests of AGI Greenpac, including commercial interests, subject to AGI Greenpac's unconditional obligation to divest at no minimum price in the Second Divestiture Period.
40. During the Second Divestiture Period, the Divestiture Agency shall provide the Commission with a comprehensive monthly (or otherwise at the Commission's request) report on the progress of the divestiture process. The monthly reports shall be submitted within seven (7) days after the end of every month and a non-confidential copy to AGI Greenpac.

## **DUTIES AND OBLIGATIONS OF AGI GREENPAC**

41. AGI Greenpac shall provide and shall cause its advisors to provide the Monitoring Agency and Divestiture Agency with such co-operation, assistance and information as the Monitoring Agency and/or Divestiture Agency may reasonably require to perform its tasks. The Monitoring Agency and Divestiture Agency shall have full and complete access to any of the Divestment Business' books, records, documents, management or other personnel, facilities, sites and technical information necessary for fulfilling its duties under the Order and AGI Greenpac and the Hold Separate Manager shall provide the Monitoring Agency and Divestiture Agency upon request with copies of any document required by the Monitoring Agency or the Divestiture Agency, as the case may be. AGI Greenpac shall make available to the Monitoring Agency and Divestiture Agency one or more offices on their premises.



42. AGI Greenpac shall provide the Monitoring Agency with the managerial and administrative support that it may reasonably request in relation to the management of the Divestment Business. AGI Greenpac shall provide and shall cause its advisors to provide the Monitoring Agency, on request, with the information submitted to potential purchasers, in particular give the Monitoring Agency access to the data room documentation and all other information granted to potential purchasers in the due diligence procedure.
  
43. AGI Greenpac shall inform the Monitoring Agency on potential purchasers, submit lists of all potential purchasers at each stage of the selection process, including the offers made by potential purchasers at those stages, and keep the Monitoring Agency informed of all developments in the Divestiture process.
  
44. AGI Greenpac shall indemnify the Monitoring Agency, its employees and agents and Divestiture Agency and its employees and agents (each an "**Indemnified Party**") and hold each Indemnified Party harmless against any liabilities arising directly out of the performance of the Indemnified Party's duties under the Order, except to the extent that such liabilities result from the wilful default, recklessness, gross negligence or bad faith of the Indemnified Party.
  
45. The Commission may share confidential information proprietary to the Divestment Business with the Monitoring Agency and Divestiture Agency, without seeking any approval from AGI Greenpac.
  
46. Prior to the completion of the transfer of the Divestment Business, AGI Greenpac shall secure all consents and waivers from all third parties that are required by the Approved Purchaser in relation to the Divestment Business. Provided, however, that AGI Greenpac may satisfy this requirement by certifying that the Approved Purchaser has, to the Approved Purchaser's satisfaction, either (i) executed such agreements directly with each of the relevant Third Parties, or (ii) secured a similar contract with similar terms from the customers or from supplier(s) supplying such product or service.



47. The Commission may at any time request information from AGI Greenpac that is reasonably necessary for the effective implementation of the Order.

## COSTS

48. The payment to the Monitoring Agency and the Divestiture Agency appointed by the Commission in relation to the services provided for the sale of Divestment Business shall be made by AGI Greenpac.

## REMOVAL OF DIFFICULTY / REVIEW CLAUSE

49. The Commission may either on its own motion or based on a reasoned application filed by AGI Greenpac pass such order or direction as it deems fit, to address any unforeseen circumstances or difficulties in implementing the Order by AGI Greenpac.



### Appendix A

Affiliates	Enterprises controlled by AGI Greenpac and/or by the ultimate parent of AGI Greenpac, including the ultimate parent, whereby the term “Enterprises” and “Control” shall bear the meaning provided in the Act.
Approved Purchaser(s)	The entity approved by the Commission as the acquirer of the Divestment Business in accordance with the criteria set out in Paragraph 8 (as the case may be)
Sale and Purchase Agreement(s)	The sale and purchase agreement for the sale of Divestment Business which has been duly approved by the Commission.
Assets	Shall mean the tangible and intangible assets in relation to the Divestment Business set out in Paragraph 11.
Closing Date	The date of the transfer of the Divestment Business to the Approved Purchaser.
Confidential Information	Any business secrets, know-how, commercial information, or any other information of a proprietary nature relating to the Divestment Business that is not available in public domain.
Divestment Business	shall mean and include the business of manufacturing glass products at the Rishikesh plant of HNG located at Virbhadra, Rishikesh, Dehradun District, Uttarakhand.
Divestiture	Shall mean the sale and transfer of the Divestment Business. The words, “divest”, “divested”, “divesting” and “divestment” shall be interpreted accordingly.



Divestiture Agency	One or more natural or legal person(s), independent from AGI Greenpac, who is appointed by the Commission, and who has the duty to divest the Divestment Business during the Second Divestiture Period. The Monitoring Agency may be appointed as the Divestiture Agency by the Commission
Effective Date	As defined in the Resolution Plan of AGI Greenpac
First Divestiture Period	Period of [REDACTED] from the 'Effective Date' as defined in the Resolution Plan of AGI Greenpac (or such extended period as may be agreed by the Commission)
Hold Separate Manager	means an individual with experience in the management, sales, marketing, or financial operations of such Divestment Business, who is appointed by AGI Greenpac to manage the Divestment Business till the completion of the transfer of the Divestment Business to the Approved Purchaser.
Key Personnel	employees who are necessary to maintain the viability and competitiveness of the Divestment Business.
Monitoring Agency	One or more natural or legal person(s), independent from AGI Greenpac, who is appointed by the Commission, and who has the duty to monitor AGI Greenpac's compliance with the modifications provided in the Order. The Monitoring Agency may be appointed as the Divestiture Agency by the Commission.
Order	Final order of the Commission approving the Proposed Transaction under the relevant provisions of Section 31 of the Act.



Combination Registration No. C-2022/11/983



Second Divestiture Period	Second Divestiture Period shall commence and will last for a period of up to [REDACTED] (or such extended period as may be agreed by the Commission) from the end of the First Divestiture Period.
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**NATIONAL COMPANY LAW APPELLATE TRIBUNAL**  
**PRINCIPAL BENCH, NEW DELHI**

**Company Appeal (AT)(Insolvency) No. 607 of 2023**

**IN THE MATTER OF:**

**The U.P. Glass Manufacturers Syndicate** ...Appellant

**Versus**

**Girish Sriram Juneja & Ors.** ...Respondents

**Present:**

**For Appellant** : Mr. Ratnako Banerji, with Mr. Joy Saha, Mr. Rajshekhar Rao Sr. Advocates, with Mr. Abhijeet Sinha, Mr. Indranil Ghosh, Mr. Debabrata Das, Mr. Palzer Moktan, Mr. Aman Agarwal, Mr. Aditya Shukla, Mr. saikat Sarkar, Ms. Aanchal Tikmani, Mr. Shaunak Mitra, Mr. Anuj Singh, Mr. Saptarshi Mukherjee and Mr. Tanish Ganeriwala, Advocates

**For Respondents** : Mr. Arun Kathpalia and Mr. Krishnendu Datta, Sr. Advocates with Mr. Vaibhav Gggar, Mr. Sanjeev Sharma, Mr. Akshay Nanda and Mr. Sonya Sud, Ms. Neha Mishra, Ms. Vashali Goyal, Mr. Ketan Sarraf, Mr. Threcy Lawrence, Ms. Praniti Ganjoo, Ms. Kolkla Kumar, Mr. Aditya Arora, Mr. Rajat Sinha, Ms. Diksha Advocates.

**With**

**Competition Appeal (AT) No. 07 of 2023**

**IN THE MATTER OF:**

**The U.P. Glass Manufacturers Syndicate** ...Appellant

**Versus**

**Competition Commission of India & Ors.** ...Respondents

**Present:**

**For Appellant** : Mr. Rajshekhar Rao Sr. Advocates, with Mr. Abhijeet Sinha, Mr. Indranil Ghosh, Mr. Debabrata Das, Mr. Palzer Moktan, Mr. Aman Agarwal, Mr. Aditya Shukla, Mr. Saikat Sarkar, Ms. Aanchal Tikmani, Mr. Shaunak Mitra, Mr. Anuj Singh, Mr. Saptarshi Mukherjee and Mr. Tanish Ganeriwala,

**Advocates**

**For Respondents :** Mr. Arun Kathpalia and Mr. Krishnendu Datta, Sr. Advocates with Mr. Vaibhav Gggar, Mr. Sanjeev Sharma, Mr. Akshay Nanda and Mr. Sonya Sud, Ms. Neha Mishra, Ms. Vashali Goyal, Mr. Ketan Sarraf, Mr. Threcy Lawrence, Ms. Praniti Ganjoo, Ms. Kolkla Kumar, Mr. Aditya Arora, Mr. Rajat Sinha, Ms. Diksha Advocates.  
 Mr. Naveen R. Nath & Mr. Ydayan Jain Sr. Advocate, Ms. Gayatri Virmani, Mr. Harshwardhan Thakur, Advocates for CCI  
 Dr. Navdeep Singh Suhag, Dy. Director CCI

**With****Competition Appeal (AT) No. 08 of 2023****IN THE MATTER OF:**

**Independent Sugar Corporation Ltd.** ...Appellant

**Versus**

**Competition Commission of India & Anr.** ...Respondents

**Present:**

**For Appellant :** Mr. Abhimanyu Bhandari, Ms. Nattash Garg and Mr. Avishkar Singhvi, Advocates

**For Respondents :** Mr. Arun Kathpalia and Mr. Krishnendu Datta, Sr. Advocates with Mr. Vaibhav Gggar, Mr. Sanjeev Sharma, Mr. Akshay Nanda and Mr. Sonya Sud, Ms. Neha Mishra, Ms. Vashali Goyal, Mr. Ketan Sarraf, Mr. Threcy Lawrence, Ms. Praniti Ganjoo, Ms. Kolkla Kumar, Mr. Aditya Arora, Mr. Rajat Sinha, Ms. Diksha Advocates  
 Mr. Naveen R. Nath & Mr. Ydayan Jain Sr. Advocate, Ms. Gayatri Virmani, Mr. Harshwardhan Thakur, Advocates for CCI  
 Dr. Navdeep Singh Suhag, Dy. Director CCI  
 Mr. Ritin Rai, Sr. Advocate with Mr. Vikram Wadera, Advocates for RP.

**O R D E R**

**15.05.2023:      Competition Appeal (AT) No. 07 & 08 of 2023**

These two appeals have been filed against the order of CCI dated 15.03.2023.

Issue Notice to Respondents. Requisites along with process fee, if not filed, be filed within three days.

Learned Counsel for AGI Greenpac Limited and Hindustan National Glass & Industries Ltd. accepts notice.

All the Respondents may file Reply Affidavits within ten days.

List these appeals on **30<sup>th</sup> May, 2023**.

**Company Appeal (AT)(Insolvency) No. 607 of 2023**

This appeal has been filed against the order of the Adjudicating Authority dated 28<sup>th</sup> April, 2023.

List this appeal along with Competition Appeal (AT) No. 07 & 08 of 2023 on **30<sup>th</sup> May, 2023**.

**[Justice Ashok Bhushan]  
Chairperson**

**[Mr. Barun Mitra]  
Member (Technical)**

akc/nn

## ANNEXURE P8

9810933083

NATIONAL COMPANY LAW APPELLATE TRIBUNAL, NEW DELHIAPPLICATION FOR CERTIFIED COPY

1. Name, Address and Contact No. of the

Applicant  
(प्रमुख कंपनी विधि अपील अधिकारण  
(प्रमुख बैठक)

NCLAT, Secretariat  
(Principal Bench)

2. Case Number  
दायरा सं/Diary No..... 76614

दिनांक/Date..... 16/12/23

3. Date of the Order applied for

: Mr. Archit Krishna Adw.  
H-19, Basement, Lajpat Nagar 3, New  
Delhi - 110024, 9810933083

Competition Appeal (AT) No. 07/2023

: 28.07.2023

4. Particulars of the document (s)/  
proceeding (s) required

: Appeal alongwith Annexures

5. Date of the presentation of application for  
certified copy

: 15.12.2023

6. Purpose of obtaining certified copy

(to be filled in by an Applicant who is  
not party to the proceedings)

: Office Record.

Memorandum  
Permitted by the Hon'ble  
Chairman in Compet. App. 7, 6, 9, 10,  
Other than  
15/12/2023.  
Please accept Rs 2230/- for Certified  
Copy of Appeal.  
Fee  
16/12/23.

: For office use

1. Date of receipt of application in Section :

Received Rs 2,230/-

446

2. Total no. of pages wide Bhaskar Kash Trans.:

Ref. No. 1512230038743

Rs 5/-

3. Fee per page Ref. No. dated 15.12.2023.

Appl.  
16.12.2023.

4. Total fee

Smt. Leleha.

5. Fees called for on

6. Date on which fee remitted

7. Mode of Payment of fees

8. Date on which copy ready

9. Date on which copy issued

: Archit  
Signature of the applicant

Name & Signature of dealing hand with date

**NATIONAL COMPANY LAW APPELLATE TRIBUNAL, NEW DELHI**

**APPLICATION FOR CERTIFIED COPY**

1. Name, Address and Contact No. of the Applicant

राष्ट्रीय कम्पनी विधि अधील अधिकारण  
(प्रभुन ४३)

Mr. Archit Krishna Adv.

H-19 Basement Lajpat Nagar 3 New  
Delhi - 110024, 9810933083

2. Case Number

NCLAT, Secretariat  
(Principal Bench.)

Case No. 76615  
Date/No. 16/12/23

Competition Appeal (AT) No. 08/2023

3. Date of the Order applied for

28.07.2023

4. Particulars of the document(s)/  
proceeding(s) required

Appeal alongwith Annexures

5. Date of the presentation of application for  
certified copy

15.12.2023

6. Purpose of obtaining certified copy

(to be filled in by an Applicant who is  
not party to the proceedings)

Received Rs 1420/-  
vide Bharatkosh. Trans.  
Ref. No. - 151223 0039184  
dated 15.12.2023.

Office record.

\*Pai.  
16.12.2023

Archit

Signature of the applicant

1. Date of receipt of application in Section

Cash section

For office use  
Send Rajni.

15-12-2023

2. Total no. of pages

284

3. Fee per page

Rs 5/-

4. Total fee

Rs

5. Fees called for on

:

6. Date on which fee remitted

:

7. Mode of Payment of fees

:

8. Date on which copy ready

:

9. Date on which copy issued

:

Name & Signature of dealing hand with date

9810933083

**NATIONAL COMPANY LAW APPELLATE TRIBUNAL, NEW DELHI**

**APPLICATION FOR CERTIFIED COPY**

1. Name, Address and Contact No. of the  
Applicant

राष्ट्रीय कम्पनी विधि अपेल अधिकारण  
(प्रमुख कार्यालय)

Mr. Archit Krishna Adv.

H-19, Basement, Jaypat Nagar 3  
new delhi - 110024, 9810933083

2. Case Number

NCLAT, Secretariat  
(Principal Bench)  
डायरी सं. / Diary No. 76616  
दिनांक / Date... 16/12/23

Competition Appeal (AT) No. 09/2023

3. Date of the Order applied for

28.07.2023

4. Particulars of the document (s)/  
proceeding (s) required

Appeal alongwith Annexure

5. Date of the presentation of application for  
certified copy

15.12.2023

6. Purpose of obtaining certified copy

(to be filled in by an Applicant who is

not party to the proceedings)

Received Rs 1,565/-

wide Bhavatosh Trans. Ref.

No. - 1512230039708 dt. 15.12.2023

Appld.

16.12.2023.

Signature of the applicant

Archit

Smt. Ragini.

For office use

1. Date of receipt of application in Section : 15-12-2023

2. Total no. of pages : 313 pages

3. Fee per page : Rs 5/-

4. Total fee : Rs 1565/-

5. Fees called for on : \_\_\_\_\_

6. Date on which fee remitted : \_\_\_\_\_

7. Mode of Payment of fees : \_\_\_\_\_

8. Date on which copy ready : \_\_\_\_\_

9. Date on which copy issued : \_\_\_\_\_

pls accept Rs 1565/-  
for paid certified  
whole Appeal alongwith Annexure,  
Ragini  
18/12/23

Cash Section

**ANNEXURE P9**

**BEFORE THE NATIONAL COMPANY LAW APPELLATE  
TRIBUNAL, AT NEW DELHI  
APPELLATE JURISDICTION**

**COMPETITION APPEAL (AT) NO. OG OF 2023**

**IN THE MATTER OF:**

M/s. Geeta and Company ... Appellant

Versus

Competition Commission of India & Ors. ... Respondents

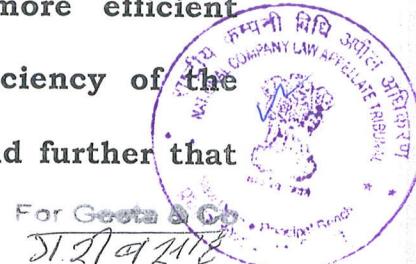
**MASTER INDEX**

S1. No.	Particulars	Page Nos.
<b>VOLUME 1</b>		
1.	Notice of Motion	A - B
2.	Mentioning Letter	C
3.	Memo of Parties	D - E
4.	Synopsis and List of Dates	F - I
5.	Appeal under Section 53B of the Competition Act, 2002 against the order dated 15.03.2023 passed by the Competition Commission of India under Section 31(1) of the Competition Act, 2002 in Combination Notification No. C-2022/11/983 dated 03.11.2022 filed by AGI Greenpac Limited along with Affidavit.	1 - 70
6.	<b>ANNEXURE-A1</b> Copy of the Impugned Order dated 15.03.2023 rendered by the CCI, which the Appellant has come to know on 19.04.2023 from the official website of the CCI.	71 - 126
7.	<b>ANNEXURE-A2</b> Copy of the License issued under the Contract Labour (Regulation and Abolition) Act, 1970	127 - 128



account of workmen were registered by the Resolution Professional.

VII. The Appellant further came to learn that one AGI Greenpac Limited being the Respondent No. 2 had proposed a Resolution Plan which offered to pay an amount of Rs. 2200 Crore for the resolution and the same has been considered and accordingly approved by the Committee of Creditors on 28<sup>th</sup> October, 2022. The Appellant came to know about the relevant portions of the Resolution Plan which was disclosed by Nashik Trade Union in the Writ Petition being WP No. 841 of 2022 currently pending adjudication before the Bombay High Court, Maharashtra and from IA(IBC) No. 639 / KB/ 2023 filed by Nashik Trade Union before the Adjudicating Authority. It is revealed from the Resolution Plan as filed in said Writ Petition, that in accordance with Clause 3.3 of the Resolution Plan (**Proposed turnaround Plan**) it has been proposed by AGI Greenpac that “as many of the furnaces and Plant & machinery requires maintenance and as such, funds shall be invested towards rebuilding more efficient furnaces and improve the efficiency of the machines for highest output and further that

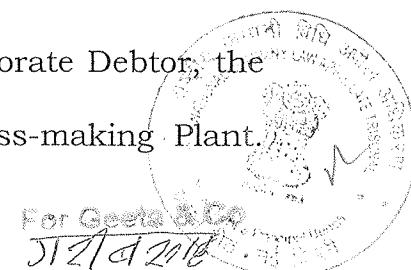


For Gestta & Co  
31.10.2018

post the effective date as defined in the Plan, the Resolution Appellant shall have the sole right to evaluate and decide the shutdown/ dispose off any units/ Plants of the Corporate Debtor as may deem fit, if the viability of those units/ Plants cannot be determined". Therefore, the workers were under the impression that AGI Greenpac Limited shall effectively turn the company around and shall continue to run all the units/ Plants unless AGI Greenpac is unable to determine the viability of running certain plants.

Copy of the relevant extract /portion of the Resolution Plan of AGI Greenpac Limited as disclosed in WP No. 841 of 2022 and IA(IBC) No. 639 / KB/ 2023 is annexed herewith and marked as ANNEXURE-A4.

VIII. The said Rishikesh Plant (**land value of which more than Rs.250 Crore excluding the superstructures and machineries**) is built on an area of 11.3 acres housing two glass melting furnaces and a production capacity of 400 TPD (1,46,000 MTPA) and it is relevant to mention that out of all the Plants of the Corporate Debtor, the Rishikesh Plant is the least loss-making Plant.



## ANNEXURE A-4

### 3. Key Challenges of the Corporate Debtor and Proposal for its revival

#### 3.1 General Information of the Corporate Debtor

S.No.	Particulars	Details
1.	Name of the Corporate Debtor	Hindusthan National Glass & Industries Limited
2.	Address of the Corporate Debtor	2. Red Cross Place, Kolkata-700 001, West Bengal, India.
3.	Name of Resolution Professional	Mr.Girish Siriram Juneja
4.	CIRP Commencement Date	October 21, 2021

#### 3.2 Our understanding of the Corporate Debtor

As per our understanding, the operations of the Corporate Debtor have been run inefficiently both in terms of capital deployment, lack of maintenance of assets and poor operational efficiencies. The Corporate Debtor had done extensive capital expenditure which is beyond the requirements and has not been operating many of its furnaces for over last many years leading to under-utilization of the resources deployed. As per the data in the VDR, many of the furnaces have not been rebuilt for over more than ten years which has lead to inefficient operations and higher cost resulting into lower margins and losses.

#### 3.3 Proposed turnaround plan

As many of the furnaces and plant & machinery requires maintenance, it is proposed that the Corporate Debtor will have to invest funds towards rebuilding more efficient furnaces and improve the efficiency of the machines for higher output. Post the Effective Date, the Resolution Applicant shall have the sole right to evaluate and decide to shutdown/dispose off any units/plants of the Corporate Debtor as it may deem fit, if the viability of those units/plants cannot be determined. In this regards, the Resolution Applicant/Corporate Debtor shall not be required to obtain any prior consent from the Financial Creditors or any other stakeholders. The Resolution Applicant confirms that if such disposal is made, then after netting for costs and taxes, the balance realization from the same shall be utilized towards repayment of the outstanding debt in the Corporate Debtor and also towards working capital and other capital expenditure as determined by the Resolution Applicant.



It is envisaged that a total capital expenditure of INR 760 Cr. shall be Incurred till FY29 towards the above items.

Based on the above capex, the Resolution Applicant estimates the following operational capacities for the purpose of the business plan.

Plant wise operational capacity and efficiency (Average of 6 years):

Particulars (Average of 6 years)	Naidupeta	Puducherry	Neemrana	Bahadurgarh	Rishikesh	Rishra	Sinnar
Installed Capacity (TPD)	650	330	260	820	400	860	980
Available Capacity (TPD)*	580	296	227	94	365	766	576
Draw (TPD)	529	285	204	82	400	710	519
Pack(MT)	454	242	174	68	342	602	441
Efficiency %	86%	85%	85%	83%	86%	85%	85%

The company is having less available capacity for utilization because of shut furnaces, estimated capacity degradation due to furnace ageing.

Based on the initial evaluation, the Resolution Applicant understands that there is potential to enhance the above given capacities by maximizing the operational efficiency of the manufacturing facilities, The Resolution Applicant will carry out a detailed feasibility assessment with respect to capacity enhancement post takeover.

Capacity utilization: The operating strategy of the Resolution Applicant is to maximize the production of higher value-added products to their optimal capacity utilization by FY29 as given below :

Particulars	Historical		Projection					
	FY21	FY22	FY24	FY25	FY26	FY27	FY28	FY29
Installed Capacity (TPD)	4,300	4,300	4,300	4,300	4,300	4,300	4,300	4,300
Available Capacity (TPD)	2,625	2,625	2,866	2,886	2,745	2,960	2,894	2,967
Draw(KMT)	983	984	989	990	947	1,016	1,005	1,026
Utilization Levels% (Based on operating capacity)	103%	103%	91%	95%	95%	95%	95%	95%
Efficiency%	80%	82%	82%	86%	86%	86%	86%	86%

The Resolution Applicant group will leverage its domestic sales network and relationship with key customers to significantly increase shipments from the current level of -800 KT to -880KT by FY29.



The Resolution Applicant has considered segment sales of 50% in Liquor, 34% in Beer, 10% in Food, etc. which is in line with the past trends of the sales of container glass manufactured.

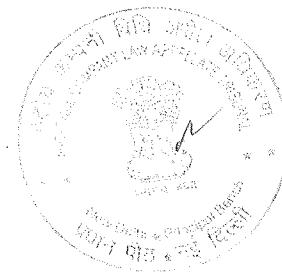
The Resolution Applicant will increase the installed capacity utilization and efficiency of the plant to optimal level. The Resolution Applicant will be leveraging its existing set-up, employees, network and vendor relationships in order to streamline the fixed costs like salary & wages and administrative expenses, in the financial projections, these expenses have not been increased much despite the much higher business activity as there will be some natural employee retirements, and job reallocations.

Please see below the Profit & Loss statement, Balance Sheet and Cash Flow statement.

**Profit and Loss Statement**

Particulars (INR Crores)	Historical			Projections					
	FY20	FY21	FY22	FY24	FY25	FY26	FY27	FY28	FY29
	(A)	(A)	(Prov.)	(P)	(P)	(P)	(P)	(P)	(P)
Total Revenue	2,286	1,899	2,097	2,694	2,875	2,760	2,963	2,932	2,991
Raw Materials	692	579	744	931	898	858	921	910	932
Salary Expenses	219	205	212	195	189	189	189	189	189
Other Expenses	1,133	1,086	1,274	1,522	1,403	1,302	1,345	1,322	1,306
EBITDA	243	29	(133)	46	384	411	509	511	564
EBITDA Margin	11%	2%	-6%	2%	13%	15%	17%	17%	19%

The revenue is envisaged to increase from INR 2,097 Crores in FY22 to INR 2,991 Crores in FY29 on account of Improvement in product mix, capacity utilization, synergies with respect to cost and price and by achieving operational efficiency.



#### 4. Proposal

##### 4.1 Financial Proposal

4.1.1 The Financial Proposal prescribed in this Resolution Plan would be to settle, extinguish, terminate and/or reduce to zero all Claims, right to make or have a claim and/or any cause of action giving rise to a Claim. In each case whether filed or not filed, ascertained or not ascertained, assessed or not assessed, known or unknown, accrued or not accrued, contingent or absolute, as long as they pertain to period prior to Insolvency Commencement Date and through the payment of CIRP Costs and Transition Period Costs, the Claims, right to make or have a Claim and/or any cause of action giving rise to a Claim, in each case whether filed or not filed, ascertained or not ascertained, assessed or not assessed, known or unknown, accrued or not accrued, contingent or absolute, as long as they pertain to the period between the Insolvency Commencement Date and Effective Date in relation to the Corporate Debtor, and all liabilities including contingent liabilities, damages, claims and/or Debt whether admitted or not, known or unknown, crystallized or otherwise as long as they pertain to the period prior to the Insolvency Commencement Date and through the payment of CIRP Costs and Transition Period Costs, all liabilities, damages, claims and/or Debt as long as they pertain to the period between the Insolvency Commencement Date and the Effective Date shall be deemed to be permanently settled, discharged and extinguished in full and shall be reduced to zero, on and from the Effective Date. It is noted that as per the Insolvency and Bankruptcy Code, 2016, all CIRP Costs have to be paid in priority and therefore all costs and liabilities of the period o CIRP would be covered and provided for in the CIRP Costs. The Resolution Applicant is also seeking to pay Transition Period Costs in priority and Transition Period Costs shall include all costs and liabilities of the period from the Plan Approval Date till the Effective Date.



4.1.2 The payments proposed to be made under this Resolution Plan shall be made after deduction of applicable withholding taxes (if any).

4.1.3 This Resolution Plan has been prepared pursuant to the due diligence conducted by the Resolution Applicant on the basis of the information made available to the Resolution Applicant in the data room, the information memorandum and the site visits.

4.1.4 Basis the above understanding, we have prepared this Resolution Plan and our offer for each stakeholder of the Corporate Debtor after taking into account the commercial negotiations held during the inter-se bidding process held on September 14, 2022, is as under.

1	Upfront Amount	Amount (In INR)		
		Category	Admitted Claim	Amount Proposed to be paid by the Resolution Applicant
	Unpaid CIRP Cost (net of Cash and Cashequivalent available with the Corporate Debtor) (Ref. Clause 4.2 (6))			NIL
	Operational Creditors (Workmen & Employees)	53,59,640	53,59,640	
	Operational Creditors	28,67,17,364	5,52,40,360	



		rs (Government Dues)
	Operational	2,10,62,410,6
	Creditors (other than Workmen & Employees and Government Dues)	84
	Financial Creditors	35,43,31,42,3
(Ref.	Clause 96	22,07,28,00,0
4.2(2))		
	Other Creditors	NIL
	Shareholders	NIL
	Total	37,53,04,60,0
		22,13,34,00,0
	84	00
<p>a) The aforesaid payments are subject to the terms which are provided in detail in Clauses 4.2 and 4.3 of this Chapter.</p> <p>b) Except to the extent of Deferred Consideration, the balance payments, as mentioned aforesaid, shall be paid within in forty-five (45) days from the Plan Approval Date subject to no stay/injunction order in relation to the CIRP, including any order on an appeal / review or any order on other related application which modifies the financial outlay for the Resolution Applicant under the Resolution Plan or any order which sets aside the Plan Approval Order.</p> <p>c) The above table represents the proposal offered against the claims admitted against the Corporate Debtor. The amounts proposed under each of the heads (except financial creditors) are to be distributed</p>		



		<p>amongst the claimants in proportion to their admitted claims in the Corporate Debtor. As regards distribution of amount proposed for the Financial Creditors, the same shall be decided by the CoC. Provided however, any such distribution shall be subjects to applicable Laws and to the aggregate value of the upfront cash recovery amount payable to the Financial Creditors.</p> <p>d) The portion of the Upfront Amount proposed to be paid to Financial Creditors shall be first utilized to pay the Dissenting Financial Creditors in priority to payments being made to the other Financial Creditors, wherein the amount required to be paid to such Dissenting Financial creditors shall be the minimum amount calculated as per the requirements of Section 30 of IBC and Regulation 38 of the CIRP Regulations.</p> <p>e) The RA confirms that as per terms of Clause 3.1.3 (d) (xxii) of RFRP, as on the Plan Approval Date, the available cash balance (except cash) and ash equivalent deposits which are already deposited with Government authorities and various utility providers, and advances given to various vendors for supply of goods and services), after payment of CIRP Cost, shall be distributed to the Financial Creditors in addition to the amounts offered to the relevant Financial Creditors in this Resolution Plan. the inter-se distribution of such funds also shall be done by CoC at their own discretion. The Resolution Professional shall certify the amounts appearing as cash balances in the books of Corporate Debtor as on the Plan Approval Date.</p>
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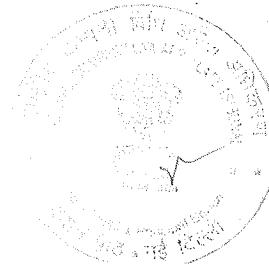
		<p>f) As regards the proof of funds, amounting to INR 1900 crores, pursuant to the inter-se bidding held on September 14, 2022, the RA had submitted and handed over the originals of the supporting documents thereof to the Resolution Professional on the same date. The documents in respect to the proof of funds submitted pursuant to the inter-se bidding held on September 14, 2022, are annexed as Annexure I-D.</p> <p>g) The RA has provided key contours of an acquisition structure of Chapter 5 of this Resolution Plan. For further details, please refer to subsequent clauses of this table as well as Chapter 5 of this Resolution Plan.</p>
2	Equity Upside	The Resolution applicant proposes NIL equity stake in the Corporate Debtor to the Financial Creditors and/or any other creditor.
3	Fresh capital infusion – for improving and enhancing operations of the Corporate Debtor	<p>The Resolution Applicant estimates that the business of the Corporate Debtor will require fresh capital Infusion towards Incremental working capital and capital expenditure upto the tune of INR 100,00,00,000(Rupees One Hundred Crores Only). Such Infusion shall be made within a period of 12 months from Effective Date.</p> <p>The above-mentioned amount may be infused by the RA / Acquiring Entity In the form of equity / quasi-equity, in various branches, as per the need based working capital requirements of the Corporate Debtor post the Effective Date. The Resolution applicant hereby confirms that in the event of Infusion of quasi-</p>



		equity, such-equity shall be arranged without any obligation o members of CoC to provide such funds.										
4	NPV of cash recovery for proposed deferred payments	<p>The Resolution Applicant proposes to make the following payments upfront ("Upfront Amount"):</p> <table border="1"> <thead> <tr> <th>Category</th> <th>Amount (in INR)</th> </tr> </thead> <tbody> <tr> <td>Operational Creditors (Workmen &amp; Employees)</td> <td>53,59,640</td> </tr> <tr> <td>Operational Creditors (other than Workmen &amp; Employees but including Government Dues and other Operational Creditors)</td> <td>5,52,40,360</td> </tr> <tr> <td>Financial Creditors (Ref. Clause 4.2(2))</td> <td>13,51,00,00,000</td> </tr> <tr> <td><b>Total</b></td> <td><b>13,57,06,00,000</b></td> </tr> </tbody> </table> <p><u>Deferred Consideration:</u> The balance amount of Deferred Consideration of INR 3,56,28,00,000(Indian Rupees Three Hundred and Fifty Six Crores Twenty Eight lacs only) is proposed to be paid to the Financial Creditors, shall be paid in a period of three (3) years from the Effective Date. The NPV of this Deferred Consideration is INR 264,03,00,000 (Indian Rupees Two Hundred Sixty Four Crores Three Lacs only). For further details, please refer to Clause 4.2(2) of the Resolution Plan.</p>	Category	Amount (in INR)	Operational Creditors (Workmen & Employees)	53,59,640	Operational Creditors (other than Workmen & Employees but including Government Dues and other Operational Creditors)	5,52,40,360	Financial Creditors (Ref. Clause 4.2(2))	13,51,00,00,000	<b>Total</b>	<b>13,57,06,00,000</b>
Category	Amount (in INR)											
Operational Creditors (Workmen & Employees)	53,59,640											
Operational Creditors (other than Workmen & Employees but including Government Dues and other Operational Creditors)	5,52,40,360											
Financial Creditors (Ref. Clause 4.2(2))	13,51,00,00,000											
<b>Total</b>	<b>13,57,06,00,000</b>											
5	Track record/Experience of The Resolution	The Resolution Applicant has a successful track record of turning around the sick businesses. The existing container glass business of the Resolution Applicant was part of a sick company by the name of "The										



	Applicant Ability turnaround distressed assets	/ Associated Glass Industries Ltd." and was taken over and was turned around by the Resolution Applicant. Today, this business is one of the highest profitable container glass business in the entire industry.
	Reputation and financial strength of Resolution Applicant	The financial strength of the Resolution Applicant is provided in Chapter 2 of this Resolution Plan.
6	Key Management Personnel	The Resolution applicant is experienced and technically capable to handle the Corporate Debtor and has definitive plans to revive and turnaround the Corporate Debtor. In order to revive the Corporate Debtor, the RA proposes to continue with the same set of employees and run the operations of the Corporate Debtor, however the RA / CD shall have the right to manage the employees, including right to change the terms of employment or terminate their employment from time to time as per the terms of their contracts, the policies of the RA / CD and applicable Laws. Any such change in terms of employment shall be informed to all employees within 12 months of the Effective Date. All employees and workmen would be deemed to start with the Corporate Debtor on a fresh employment basis and not on the basis of continuity as far as any labour or other benefits are concerned and if any compensation or any benefit for the period between insolvency Commencement Date and Plan Approval Date becomes due and payable at Plan Approval Date, including any pay in lieu of unused accrued leaves



	<p>then such compensation and benefits shall be considered as CIRP Costs and be paid in accordance with the terms of this Resolution Plan related to such costs.</p> <p>The entire board of directors shall be removed / vacated pursuant to the approval of this Resolution Plan by the Adjudicating Authority and the RA reserves the right to terminate employment of existing key managerial personnel as it may be determined from time to time in compliance with their respective employment contracts and applicable Laws; provided no pay in lieu of notice or any compensation or other payment, whether as golden parachute, golden handshake, severance payments etc. would be payable on account of any such termination, whether or not such payments were agreed to/promised in any contract, written or oral by the Corporate Debtor, provided however that any pay in lieu of leave accrued but unused for the period after the Effective Date shall be paid to such persons.</p> <p>Notwithstanding the above, each such director/key management personnel shall be bound to and be required to keep information pertaining to the Corporate Debtor, including its businesses, operations, clients, employees, vendors, etc. as confidential and secret at all times and not disclose or divulge it to any person whatsoever. each of such directors and employees shall also be bound to not use such information pertaining to the Corporate Debtor, including its business, operations, clients, employees,</p>
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		<p>vendors, etc for any purpose whatsoever, including in their own businesses or other employment, whether such business and employment competes with the Corporate Debtor or not.</p> <p>The board of directors of the Corporate Debtor and some key managerial personnel that are proposed to be appointed in the Corporate Debtor are provided in Chapter 6 of this Resolution Plan.</p> <p>It is clarified that none of promoters of CD and any of their family members shall hold any employment and if any such employment contract exists, it shall stand terminated in compliance with the terms of their respective contracts immediately upon implementation of the plan without any liability and cost in many manner of CD/RA.</p> <p>This Plan proposed by the Resolution Applicant is in compliance with the (BC and CIRP regulations. A detailed Business Plan for the Corporate Debtor is attached herewith as Annexure I-B.</p> <p>The Resolution Applicant is experienced and technically capable to handle the Corporate Debtor and has definitive plans to revive and turnaround the Corporate Debtor. The plan also states the process of its implementation and management to make it feasible and viable.</p> <p>It is worthwhile to note that the Business Plan is prepared by the Resolution Applicant basis the</p>
7	Viability of Business Plan and feasibility of Resolution Plan	



	diligence of documents and information which was made available during the due diligence exercise. The business plan shall be further fine-turned after the RA is adjudged as successful in the CIRP and its business and management team takes over the Corporate Debtor and draws up final detailed business plan.
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#### 4.2 Interest of Stakeholders

The Resolution Plan deals with the interest of all Stakeholders in a fair and equitable manner, more specifically provided hereunder:

<b>1. Workmen &amp; employees</b>	
Proposed Treatment	<p>a) The total admitted Claims of Workmen &amp; Employees of the Corporate Debtor as of the Insolvency Commencement Date is INR 53,59,640 (Rupees Fifty Three Lacs Fifty Nine Thousand Six Hundred Forty only) ("Admitted Workmen &amp; Employee Claims").</p> <p>b) The Resolution Applicant proposes to pay entire Admitted Workmen &amp; Employee Claims Le. INR 53,59,640 (Rupees Fifty Three Lacs Fifty Nine Thousand Six Hundred Forty only) ("Workmen &amp; Employee Settlement Amount") towards settlement of Claims of Workmen &amp; Employees, right to make or have acclaim and/or any cause of action giving rise to a Claim, in each case, whether filed or not filed, ascertained or not</p>



	<p>ascertained, assessed or not assessed, known or unknown, accrued or not accrued, contingent or absolute. The Workmen &amp; Employee Settlement Amount from The Upfront Amount under this Resolution Plan shall be given priority in payment over the Financial Creditors as per the requirements of Regulation 38(1) of the CIRP Regulation and Section 30 (2) (b) of the IBC.</p> <p>C) In case any further amount is admitted at any time on or before the Resolution is submitted to the Adjudicating Authority for their approval, then the amount prescribed as Workmen &amp; Employee Settlement Amount under this clause si the maximum amount that will be paid by the Resolution Applicant for settlement of entire Admitted Workmen &amp; Employees claims and all such additional claims which have been admitted shall result in each claimant under the category of workmen and Employee receiving the amounts in a pro-rata manner.</p> <p>d) The Workmen &amp; Employee Settlement Amount, if any, shall be paid as a lump sum amount as per the implementation Schedule (i.e. within 45 days of Plan Approval Date subject to the terms of clause 4.1.3(1)(b) above). This amount shall be distributed amongst the Workmen &amp; Employees in proportion to their individual admitted claims against the total Admitted Workmen &amp; Employees Claims limited to the sum of or the sum not exceeding the Workmen &amp; Employee Settlement Amount.</p>
Effect	Pursuant to the approval of this Resolution Plan by the Adjudicating Authority, each of the Workmen &



	<p>Employees, shall be deemed to have agreed and acknowledged that:</p> <p>The payment of Workmen &amp; Employees Settlement Amount, shall be treated as full and final payment of their respective outstanding dues as of the Insolvency Commencement Date, and the Workmen &amp; Employees shall have no further claims against the Corporate Debtor with respect to any Claim, pertaining to the period prior to the insolvency Commencement Date and through the payment of CIRP Costs and transition Period Costs, the Claims, whether filed or not filed, ascertained or not ascertained, assessed or not assessed, known or unknown, accrued or not accrued, contingent or absolute, as long as they pertain to the period between the Insolvency Commencement Date and the Effective Date and any and all liabilities and all amounts due and/or payable by the Corporate Debtor, relating to a period on or prior to the Insolvency Commencement Date and through the payment of CIRP costs and Transition Period Costs, all liabilities, damages, claims and/or Debt as long as they pertain to the period between the Insolvency Commencement Date and the Effective Date, whether admitted or not, due or contingent, asserted or unasserted, assessed or unassessed, determined or undetermined, crystallized or un-crystallized, known or unknown, secured or unsecured, disputed or undisputed, present or future, in relation to the Workmen ad Employees of the Corporate Debtor, shall stand settled, extinguished and written off in perpetuity. Each of the workmen and employee, shall in respect of their Claims prior to the Insolvency Commencement Date ad by virtue</p>
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	<p>of the payment of CIRP &amp; Transition Period Cost, for the period between Insolvency Commencement Date and Effective Date, have no claim of any form and manner, and shall have no benefit of any agreement, deed or document or any term thereof, or have ability to enforce thereof, at anytime after the Effective Date.</p>
	<p>Whether against the Corporate Debtor or the Resolution Applicant or the Acquiring Entity.</p> <p>All the Proceedings, litigations, claims, disputes, notices etc. outstanding against the Corporate Debtor, if any, shall be withdrawn with immediate effect and shall be deemed as satisfied against the Corporate Debtor. The Resolution Applicant shall approach the appropriate adjudicating authority/ forum/court/ tribunal, seeking withdrawal/ dismissal of the proceedings, litigations, claims, disputes, notices, etc. filed by any of the stakeholders, wherever required. All stakeholders shall cooperate in such withdrawal and dismissal, on a best effort basis. Now workmen and employee of the Debtor shall have any claim due against the Corporate Debtor on account of any litigation/adjudication pending or outstanding at any forum. Even if there are any litigations that have already been filed or if filed in future pertaining to the period on or prior to the insolvency Commencement Date, the claims under those litigations shall deemed to have been included in these outstanding claims of this category and the payment made by RA as Workmen &amp; Employee</p>



	<p>Settlement Amount under this Resolution Plan would be deemed to have been made towards complete satisfaction of those litigations, claims, adjudications, etc. and any such liability in relation to all the Proceedings, litigations, claims, disputes, notices, etc. outstanding against the Corporate Debtor shall stand settled, extinguished and written off in perpetuity.</p> <p>Further, payments to the workmen &amp; employees due to be paid and which remain unpaid by the corporate debtor for the period pertaining to CIRP period, shall be treated as CIRP costs and will be dealt in the manner as prescribed in clause 4.2(6) of this Resolution Plan.</p> <p>The discharge of the Workmen &amp; Employee Settlement Amount shall constitute a full and final settlement of all &amp; Employee dues (including, but not limited to, dues towards outstanding wages and salary, bonus or incentives, any compensation (<i>including, but no limited to, retrenchment compensation, notice pay, etc, payable under the industrial Disputes Act 1947</i>), etc. accrued but unused privilege leave payable on account of termination before insolvency commencement Date, all amount due in respect of any compensation or liability for compensation the Employees' Compensation Act 1923 or otherwise in respect of the death or disablement of any workman or employee, all sums due to any workman or employee under the Employees' provident fund and miscellaneous</p>
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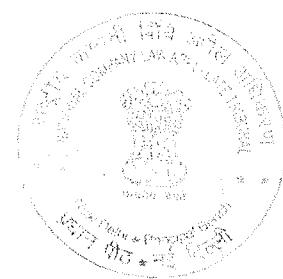
	<p>provisions act, 1952, any pension or superannuation fund, gratuity or any other fund for the welfare of the workmen or employees pertaining to payment of salary, bonus, leave encashment, gratuity, terminal benefits, statutory contributions and any other statutory liability) for the period prior to the insolvency commencement date and by virtue of the payment of CIRP &amp; transition period cost, for the period between the insolvency commencement date and the effective date. Other than the workmen &amp; employee settlement amount, all balance dues or any liabilities or obligations of the corporate debtor to any of its employees or workmen (whether permanent or temporary) relating to any period prior to the insolvency commencement date (including, any demand for any losses or damages, or interest, back wages, compensation, penal interest, liquidated damages already accrued/accruing or in connection with any claims) and through the payment of CIRP costs and transition period costs, all balance dues or any liabilities or obligations of the corporate debtor (including, any demand for any losses or damages, or interest, back wages, compensation, penal interest, liquidated damages already accrued/accruing or in connection with any claims) to any of its employee or workmen (whether permanent or temporary) as long as they pertain to the period between the insolvency commencement date and the effective date shall stand extinguished in full pursuant to the approval of his resolution plan by the</p>
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	<p>adjudicating authority, without any further action or step on the part of any person, the resolution applicant and the corporate debtor, and the corporate debtor and the resolution applicant shall not be in any manner whatsoever at any point, present or future, be directly or indirectly held responsible or liable in respect thereof.</p> <p>In relation to gratuity schemes that are operational and valid for the employees of the corporate debtor, including any schemes or payment of gratuity pursuant to and in accordance with the payment of Gratuity act 1972, schemes in relation to pension or superannuation fund including employees' provident fund and miscellaneous provisions act, 1952, or any other schemes for the welfare of the workmen &amp; employees during the CIRP period, it is assumed that the resolution professional has taken all steps, and shall take all steps, as may be required to ensure compliance with applicable law in relation to such gratuity, provident, pension or other welfare schemes and amounts payable pursuant to such schemes, and that any and all such costs or payments have been accurately reflected in the CIRP costs. Furthermore, all the trusts and/or corpus created till the effective date shall continue to stay with the corporate debtor and the amounts shall not be appropriated by the Financial Creditors and/or Resolution Professional or reduced to any extent except to the extent required to provide full</p>
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	<p>and final dues to employees and workmen whose employments cease to exist with the corporate debtor in ordinary course of business. The resolution applicant reserves the right to nominate and corporate debtor shall act upon the nomination to replace the trustees of the said trusts. The resolution applicant also reserves the right to wind up the trusts and move the entire corpus to regional provident fund accounts or with any other Governmental authority.</p> <p>Any and all claims of the employees &amp; workmen of the corporate debtor, whether appointed on temporary or permanent basis, wishing out of or as a consequence of the termination of the employment of such employee or workmen, including, but not limited to, severance pay, gratuity payments, leave encashment, payment in lieu of notice under any contract with the corporate debtor or any other payments under applicable law for the period prior to the insolvency commencement date, and any claims in relation thereto shall be extinguished in full pursuant to the approval of this resolution plan by the adjudicating authority, without any further step or action by any person, the resolution applicant and the corporate debtor in consideration of the workmen &amp; employee settlement amount or payment as part of the CIRP costs and transition period costs, all the monetary and financial claims arising out of any litigations/proceedings by employees/workmen or labour department for non-payment of any</p>
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	<p>dues/contribution or severance payments, whether initiated against the corporate debtor prior to the effective date shall stand quashed and the corporate debtor and/or the resolution applicant shall no longer be required to make any payments in relation to such litigations/proceedings.</p> <p>In case any stock options or warrants or employee stock appreciation rights or any other right to Equity shares have been granted to workmen/employees pursuant to any employee stock option plan or any similar employee compensation scheme of the corporate debtor, such options/warrants/stock appreciation rights/any other rights, whether vested or unvested, exercised or un-exercised shall stand revoked and cancelled with no claims or liabilities against the corporate debtor and the resolution applicant. The resolution applicant shall take all necessary procedural/compliance steps, in furtherance of the same, as may be required in accordance with the applicable laws.</p> <p>All contracts/ agreements/arrangements between the promoters or promoter group or any of their relatives with the corporate debtor, in relation to employment or consultancy services shall stand terminated with effect from the plan approval date and the corporate debtor and/or the resolution applicant shall stand discharged from any liabilities or claims including but not limited to</p>
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	payment of salary, remunerations, service fee or any social security benefits, payable to promoters or promoter group or any of their relatives under such contracts/agreements/arrangements upon termination
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2. Financial creditors	
Proposed Treatment	<p>a) The total admitted claim of financial creditors as of the insolvency commencement date is INR 35,43,31,42,396 b(Rupees Three thousand five Hundred Forty three Crores Thirty One Lacs forty Two thousand three Hundred Ninety Six only) ("Admitted FC Claims"). Against full and final settlement of entire claims, right to make or have a claim and/or any cause of action giving rise to a claim, in each case, whether filed or not filed, ascertained or not ascertained, assessed or not assessed, known or unknown, accrued or not accrued, contingent or absolute, of the financial creditors, the resolution applicant proposes to pay in the following manner:</p>



## ANNEXURE P10

# **AGI GREENPAC LIMITED**

(Formerly Known as HSIL Limited)

Registered Office: 2, Red Cross Place, Kolkata – 700001

CIN: L51433WB1960PLC024539

T- +91-33-22487407/5668 | Website: [www.hsilgroup.com](http://www.hsilgroup.com) | Email: [hsilinvestors@hsilgroup.com](mailto:hsilinvestors@hsilgroup.com)

### NEAPS/BSE ONLINE

**13<sup>th</sup> May, 2022**

**The Corporate Relationship Department  
BSE Limited  
Phiroze Jeejeebhoy Towers  
1st Floor, New Trading Ring  
Rotunda, Dalal Street,  
Mumbai - 400 001  
(BSE Scrip Code: 500187)**

**The Secretary,  
National Stock Exchange of India Limited  
Exchange Plaza, 5th Floor,  
Plot No. C/1, G-Block  
Bandra-Kurla Complex,  
Bandra (E), Mumbai - 400 051  
(NSE Symbol: AGI)**

Dear Sir/Madam,

**Sub: Investors' Presentation-Q4 FY 2021-2022**

In continuation to our earlier letter dated 12<sup>th</sup> May, 2022 and pursuant to Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, please find enclosed herewith the copy of Investors' Presentation on the Audited Financial Results of the Company for the fourth quarter and year ended 31<sup>st</sup> March, 2022.

Investors' Presentation will also be available on the website of the Company i.e. [www.hsilgroup.com](http://www.hsilgroup.com).

You are requested to take the enclosed document on your record.

Thanking you,

**For AGI Greenpac Limited (formerly known as HSIL Limited)**



(Pulkit Bhasin  
Company Secretary)

Name:	Pulkit Bhasin
Address:	301-302, 3 <sup>rd</sup> Floor, Park Centra, Sector-30, Gurugram-122001
Membership No.:	27686

Encl: As above



[www.hsilgroup.com](http://www.hsilgroup.com)

Earnings  
Presentation  
Q4 FY2022

Accelerating Ambitions  
Packaging Excellence



## HSIL Limited is now AGI Greenpac Limited



- The new modern logo ties the brand closer to its identity as a sustainable packaging company
- The word Green reflects the company's commitment to offering best-in-class sustainable packaging solutions that have a positive impact on our environment
- The Green Leaf represents the company's focus on adopting sustainable best practices. It is the company's promise to put sustainability at the core of day-to-day business operations



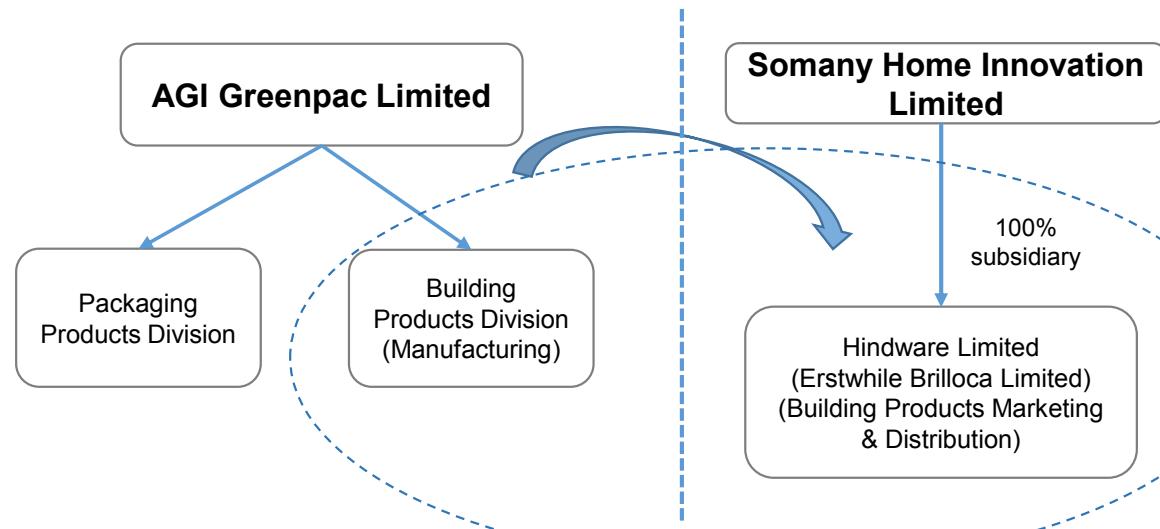
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# AGI Greenpac Limited (formerly HSIL Limited) Transforms to a Focused Packaging Products Company



## Slump Sale of Building Products Division is effective#



- Total Slump Sale Consideration ~ ₹700 Crore#
- As of 31st March 2022, ₹ 109 Crore received as advance under slump sale and balance slump sale consideration is being paid post 31st March 2022
  - To be utilized to reduce borrowings
- Profit from Slump Sale ~ ₹58 Crore

#The slump sale transaction consummated effective closing business hours of 31st March 2022.

The agreed closing date adjustments till 31st March 2022 is completed and accordingly slump sale consideration has been arrived ~ ₹700 Crore instead of ~ ₹630 Crore



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## Q4 & FY2022 Performance Highlights



AGI Greenpac records best results ever. Strong Growth in both, Revenue and Net Profits

### Q4 FY2022 Performance Highlights

#### Revenue from Operations

**₹711 crore**

Q4 FY21 : ₹633 crore



12% Y-o-Y

#### Profit After Tax

**₹128 crore**

Q4 FY21 : ₹33 crore



286% Y-o-Y

### FY2022 Performance Highlights

#### Revenue from Operations

**₹2,312 crore**

FY21 : ₹1,853 crore



25% Y-o-Y

#### Profit After Tax

**₹193 crore**

FY21 : ₹88 crore



120% Y-o-Y

Board of Directors has recommended final dividend of Rs. 5 per share, payout of 250% on face value



Note: All margins are calculated on Total Income



# FY2022 Performance

## AGI Greenpac is now a focused Packaging Products Company



### Continuing Operations

#### Total Income

**₹1,473 crore**

FY21 : ₹1,274 crore



**15.7% Y-o-Y**

#### EBITDA

**₹307**

FY21 : ₹280 crore



**9.5% Y-o-Y**

Margins : **20.8%**

#### Profit Before Tax

**₹179 crore**

FY21 : ₹153 crore



**17.2% Y-o-Y**

Margins : **12.1%**

#### Interest Coverage Ratio

**10.9 x**

FY21 : 8.5 x

**Discontinued Operations**  
Building Products Division

Revenue  
**₹881 crore**  
FY21 : ₹593 crore

Profit before Tax  
**₹20 crore**  
FY21 : ₹(38) crore



Note: All margins are calculated on Total Income

## Q4 FY2022 Performance Highlights



### Continuing Operations

**Total Income**  
**₹453 crore**  
 Q4 FY21 : ₹419 crore



**8.2%**  
Y-o-Y

**EBITDA**  
**₹93 crore**  
 Q4 FY21 : ₹88 crore



**5.1%**  
Y-o-Y

Margins : **20.5%**

**Profit Before Tax**  
**₹57 crore**  
 FY21 : ₹55 crore



**3.6%**  
Y-o-Y

Margins : **12.6%**

*Discontinued Operations*  
 Building Products Division

**Revenue**  
**₹279 crore**  
 Q4FY21 : ₹216 crore

**Profit before Tax**  
**₹33 crore**  
 Q4FY21 : ₹1.4 crore

Note: All margins are calculated on Total Income



## Vice Chairman and Managing Director Message



**Commenting on the recent performance, Mr. Sandip Somany, Vice Chairman and Managing Director of AGI Greenpac Limited**

:

*"Our packaging products business continues to deliver revenue growth, driven by increased demand for glass packaging from key end-user industries and the company has been able to maintain a strong EBITDA margin profile despite the sharp jump in commodity & fuel prices and inflation. This is a testament to the underlying sustainable business model that we have built over the years."*

*We enter the fiscal year with confidence of delivering sustainable growth and remain the most profitable glass packaging products company in India."*



The company started trial production of its greenfield plant in Bhongir, Telangana manufacturing specialty glass for high-value industries such as perfumery, cosmetics, high-end liquor, and pharmaceuticals including vials. The plant has a capacity of manufacturing 154 tonnes of glass.



## Q4 FY2022 Performance Highlights



### Packaging Products (*Continuing Operations*)

#### Key Highlights :

- Our Glass container business continues to see strong traction owing to improved realizations, better product mix, and increased sales volume
- Despite strong headwinds from the rising input material & fuel costs. The company has been able to maintain its strong EBITDA margins profile due to its ability to use multiple fuels and pass-through certain costs to customers
- Successfully produced and dispatched AGI's Glaspac first direct shipment to the USA Market
- Commissioned AGI Specialty Glass, 154 TPD Furnace
- Received SADEX/SMETA certification for Pet Bottles & Products Dharwad Plant
- AGI Glaspac Hyderabad & Bhongir Plant Were Awarded Silver For Commitment To Excellence In EHS Practices in CII-SR EHS Excellence Awards 2021
- AGI Glaspac, glass containers business, is Certified as “Great Place To Work” in January 2022, by the Great Place to Work Institute, India



# Financial Performance – Continuing Operations



(₹ in crore)	Q4		Y-o-Y Growth (%)	Q3 FY2022	Q-o-Q Growth (%)	Full Year		Y-o-Y Growth (%)
	FY2022	FY2021				FY2022	FY2021	
Income from Operations	432	417	3.5%	396	9.1%	1,430	1,260	13.5%
Other Income	21	2	1183.7%	3	581.4%	43	14	205.0%
Total Income	453	419	8.2%	399	13.6%	1,473	1,274	15.7%
EBITDA	93	88	5.1%	81	14.5%	307	280	9.5%
<i>Margins (%)</i>	<i>20.5%</i>	<i>21.1%</i>		<i>20.3%</i>		<i>20.8%</i>	<i>22.0%</i>	
EBIT	65	65	1.0%	53	22.4%	207	186	11.4%
<i>Margins (%)</i>	<i>14.4%</i>	<i>15.5%</i>		<i>13.4%</i>		<i>14.0%</i>	<i>14.6%</i>	
Profit Before Exceptional items and Tax	57	55	3.6%	46	23.6%	179	153	17.2%
<i>Margins (%)</i>	<i>12.6%</i>	<i>13.2%</i>		<i>11.6%</i>		<i>12.1%</i>	<i>12.0%</i>	
Net Profit from Continuing Operations	38	34	10.8%	29	29.8%	116	115	1.4%
<i>Margin (%)</i>	<i>8.4%</i>	<i>8.2%</i>		<i>7.3%</i>		<i>7.9%</i>	<i>9.0%</i>	
EPS from Continuing Operations (in ₹)	5.87	5.30	10.8%	4.52	29.8%	17.99	17.74	1.4%

Notes:

1. All margins are calculated on Total Income

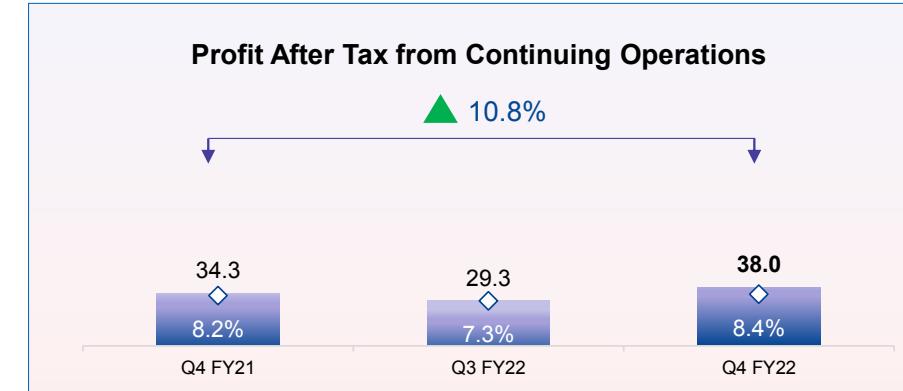
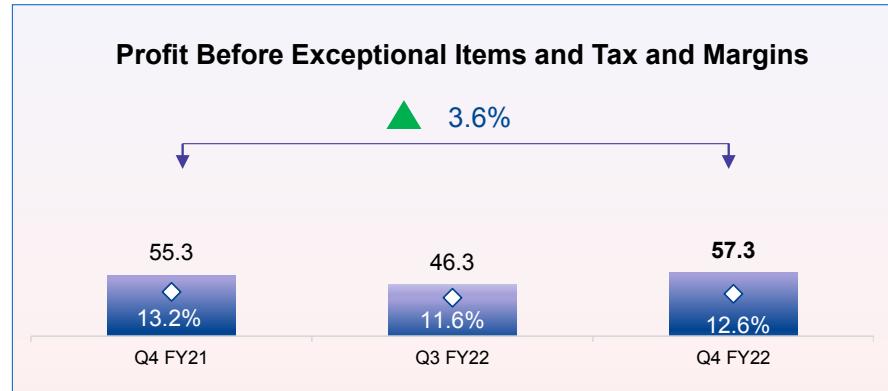
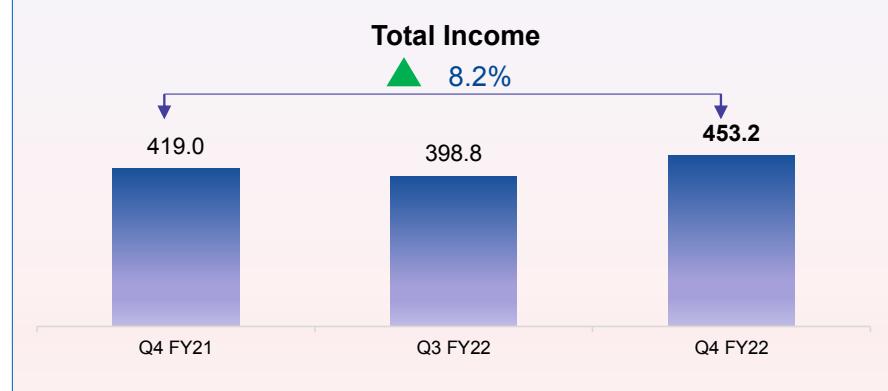


# Financial Performance Trend (Quarterly, Continuing Operations)



**AGI Greenpac continues maintain strong EBITDA margins despite sharp jump in input and fuel costs**

(₹ in crore)

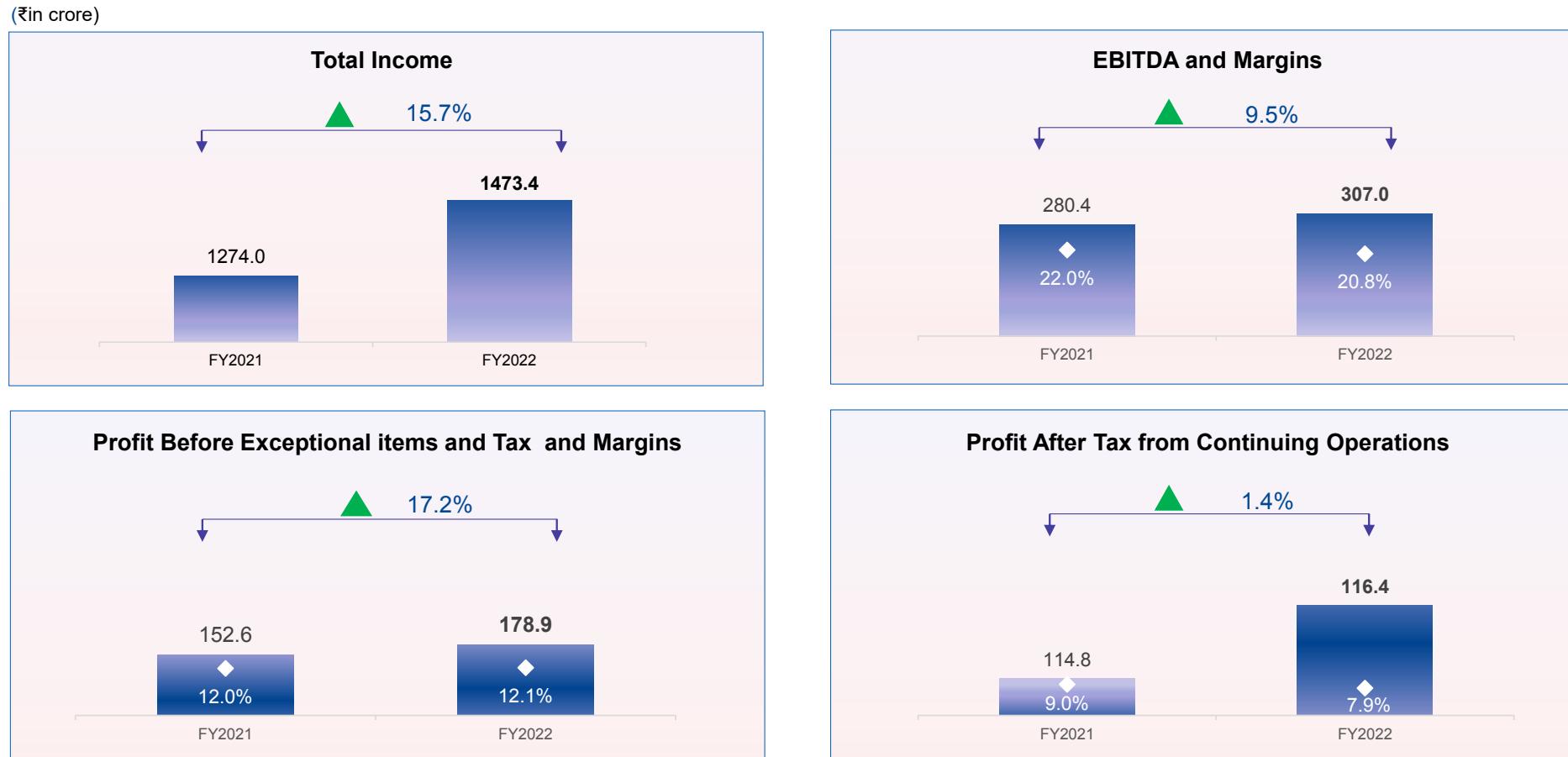


Notes:

- Graphs shows Packaging Business Trends i.e. Continuing Business Operations
- All margins are calculated on Total Income



## Financial Performance Trend (Annual, Continuing Operations)



Notes: 1. All margins are calculated on Total Income

1. Adjusted PAT is calculated after adjusting income tax writebacks of ₹14.7 crore in FY2021

2. \*The Exceptional Items (Income) for the quarter and year ended 31st March 2022 of Rs.58.01 crore is on account of profit on Slump Sale of BPD Undertaking.





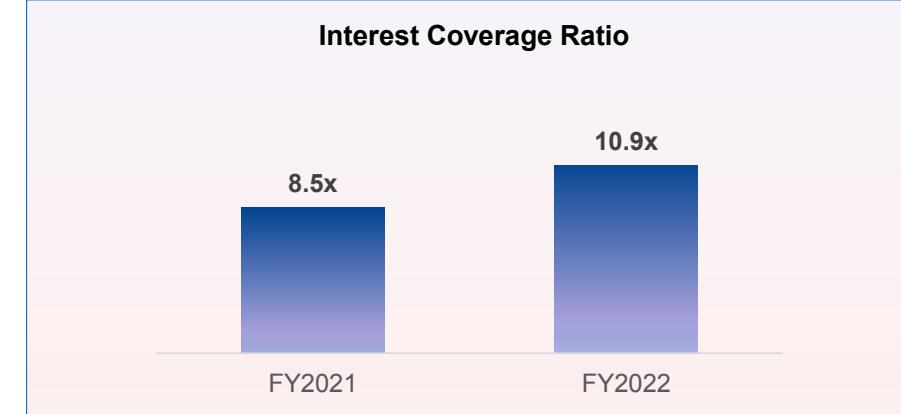
## Capital Structure – Strengthened Balance Sheet

**Balance Sheet**

(₹in crore)	Mar-21	Mar-22
Long Term Debt	675.4	863.7
Short Term Debt	220.5	298.7
<b>Total Debt*</b>	<b>895.9</b>	<b>1,162.4</b>
Less: Cash & Cash Equivalents	23.4	58.6
<b>Net Debt</b>	<b>872.5</b>	<b>1,103.8</b>
Total Equity	1,233.6	1,392.1
<b>Net Debt/Equity</b>	<b>0.71x</b>	<b>0.79x</b>

CARE A+; Stable Outlook  
Long Term Debt

CARE A1+  
Short Term Debt

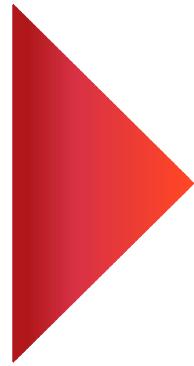


\*As of 31st March 2022, ₹ 109 Crore received as advance under slump sale and balance slump sale consideration is being paid post 31<sup>st</sup> March 2022 . To be utilized to reduce borrowings





# Company Overview



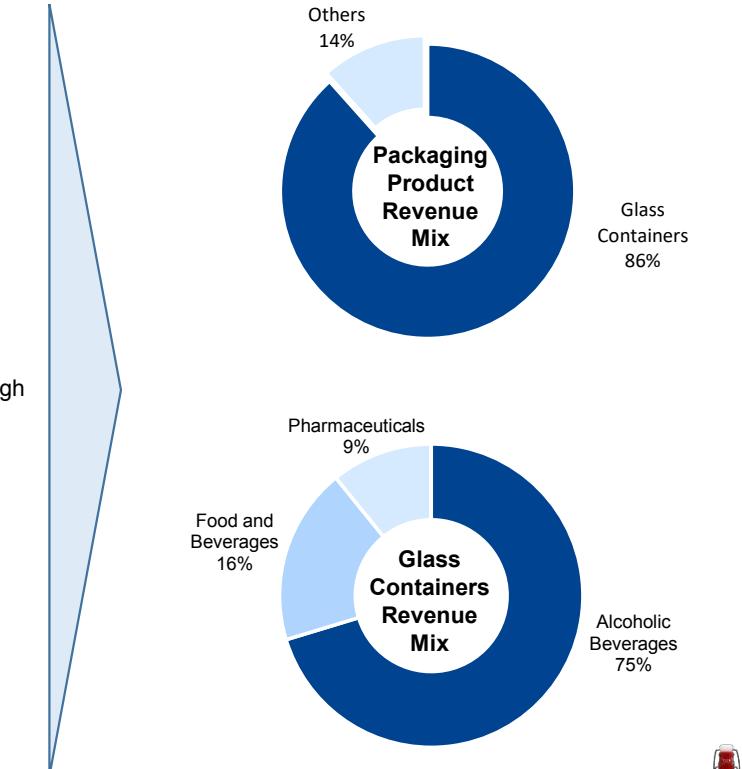
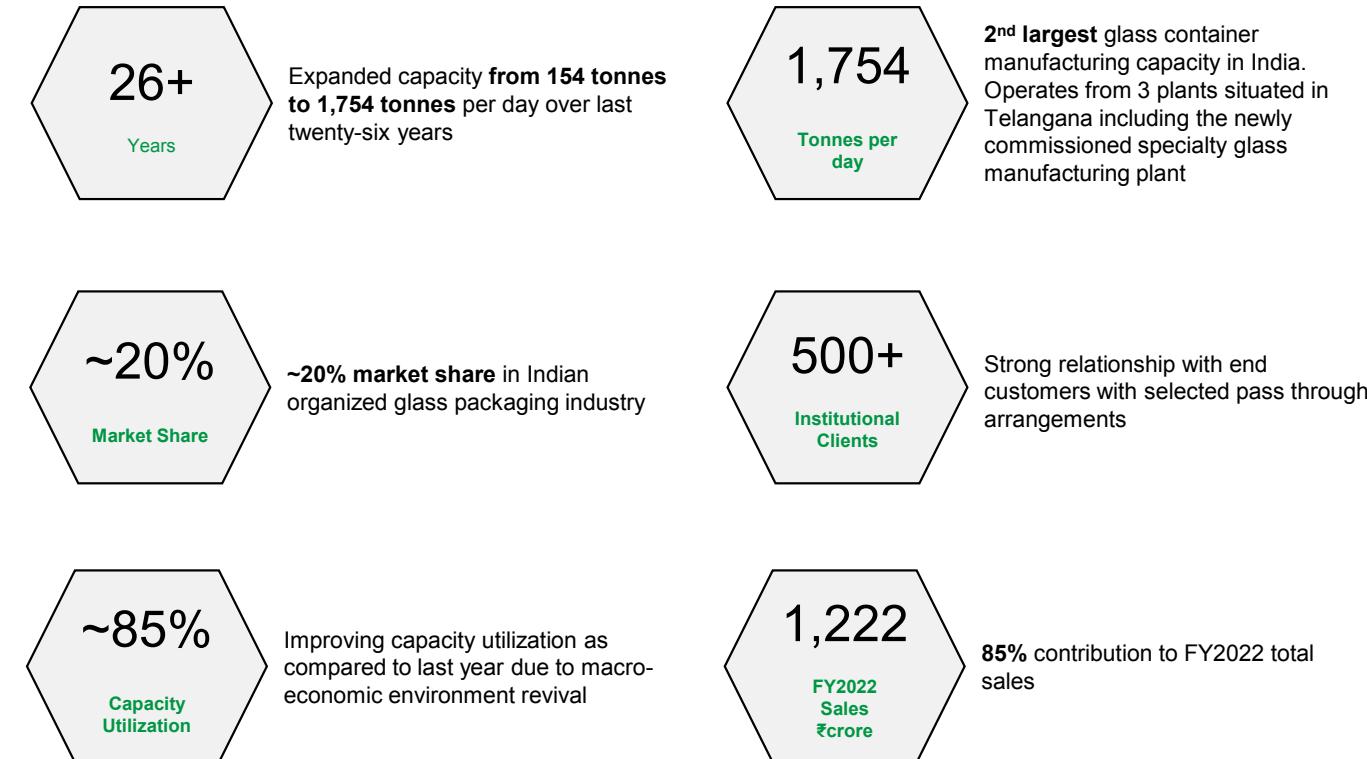
13



# Packaging Products – Glass



## Leader and Most Profitable Glass Packaging Products Company in India



\* All information as of FY2022



# Packaging Products – Our Customers



Diversified institutional clients across industries




# Packaging Products – Our Customers



Diversified institutional clients across industries



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# Emerging Trends Driving Glass Packaging Industry



**1**

## Economic Growth Recovery

- Major macro-economic indicators are on a fast recovery track driving demand for packaged food and beverage products
- Glass is one of the most preferred materials for the packaging of premium food, beverages, pharmaceuticals, and personal care products
- Shift towards sustainable packaging resulting in growing demand for glass packaging

**3**

## Market Formalisation

- Movement from informal to formal sector driven by advances in glass technology to manufacture lightweight glass containers
- Consolidation in the Glass industry will lead to higher growth opportunities

**2**

## Evolving Consumer Behavior due to Covid-19

- Glass Containers industry is poised to grow with accelerated adoption of e-commerce which is expected to fuel demand for industry
- Consumer preference shifting towards quality, safety and premiumization of products
- Benefits of glass packaging and recycling strongly resonates with new age consumers

**4**

## Emerging Industry Leader

- AGI Greenpac is a leading player in Glass packaging in India:
- Customer Centric Products and Serviceability as core business principle
- Strong financial performance with high operating profit margins, backed by state of the art manufacturing capabilities



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# AGI Greenpac Industry Growth Drivers



**AGI Greenpac growth dynamics are fully aligned with the fundamental underlying growth profile of its customers**

## AGI Greenpac Growth Drivers

India container Glass market is expected to grow at 6-7% CAGR over 2021-2026



Growing consumption of spirits and beer resulting in increased demand for glass bottles



Higher usage of glass packaging in Food & Beverage industry



Growth of Cosmetic and Perfume Glass Packaging market owing to premiumisation of the segments

## Alcoholic Beverages



### Market Size and Growth:

- Liquor segment is growing at a CAGR of 8-9%
- Beer market is expected to grow at 9-10% between FY2022-27

### Growth Drivers:

- Growing preference for spirits
- Increasing disposable income resulting in higher spending on alcoholic beverages
- Expanding beer market including craft beers

## Pharmaceuticals



### Market Size and Growth :

- India's pharmaceutical market was valued at US\$ 42 billion in 2021, and is projected to reach US\$ 120-130 billion by 2030.

### Growth Drivers:

- Growing infrastructure and support from government to make India a global leader in drug manufacturing
- Increasing private investment Government initiatives

## Food and Soft Drink



### Market Size and Growth :

- FMCG market is expected to grow at 14-15% between 2020-25.

### Growth Drivers:

- Evolving consumer preferences, rising income & growing rural opportunity
- Rural slowdown has bottomed out, demand is expected to stabilize

## Cosmetic & Perfume



### Market Size and Growth :

- The India Cosmetics Market is expected to grow at a CAGR of 16.39% through FY2026 to reach USD 28985.33 Million.
- The fragrance market in India is exoected to expand at a CAGR of ~15.93%, from its 2019 value of INR 66.58 Bn.

### Growth Drivers:

- Changes in shopping preferences
- Greater inclination of the youth towards skincare and other grooming products



# Sustainability a Core Pillar of Growth Strategy



**AGI Greenpac is committed in adopting and investing in environment friendly technology and initiatives  
Aim to build a long-term sustainable business for all stakeholders**

## Green Building Design

As a corporate Policy, IGBC certified Green building concept will be considered for all upcoming project. Aiming for platinum rated "Green Building" for 154 TPD project. Only organization in the Indian Container Glass Industry to have installed ESP (Electrostatic Precipitator) in furnace, to reduce carbon emission, in both the plants.

## Light Saving Building Design

Designed all facilities, especially shop floors to ensure no artificial lighting is required during daytime & LED lighting is extensively used replacing conventional HPSV/ fluorescent lamps

## Renewable Energy

Increasing share of renewable power in overall energy consumption, with the help of on-site rooftop solar power plants installations of 2.1 MW at Bhongir and 1MW at Hyderabad.

In Process of installing Solar Power 1MW Rooftop at Speciality Glass Plant and additional 2 MW Rooftop Solar plant at Motinagar Plant.

Installed on grid solar power plant with Capacity of 250 KW in unit 2 and planned 200 KW in Dharwad unit 1. Evaluating more solar power for Dharwad and Isnapur.

## Environment Friendly Certified Manufacturing Process

DMF – Quality Assurance for supply to US pharmaceutical market. ISO 14001:2015 – Environment Management System. OHSAS 18001: 2007 Occupational Health and Safety Management System. FSSC 22000 – Food Safety System. ISO 9001:2008 and 2015 – Quality Management System. ISO 15378:2011 and 2017 – Quality Management System to provide primary packaging material for medicinal products.

## Waste Treatment

Effluent and Sewage treatment plants installed, and waste generated while processing is almost 100% recycled by regrinding and reprocessing New Cullet Sorting Machine commissioned at Bhongir, Cullet Quality have improved with a possibility to increase the usage of cullet in the furnace from 35% to 45%.

Started Using Bio-D Master batch (Biodegradable product) in select SKU's

## Environment-friendly Product

Greendrop Glassware - Promoting 'glass packaging' which is environment-friendly product as an alternative to single-use plastic

Helps in attracting and engaging with ESG conscious institutional clients

Cost saving owing to usage of natural light and energy saving equipments

Increased efficiency and productivity

High morale among stakeholders – clients and employees

Sustainable businesses





## Board of Directors and Leadership Team

**56% of the Board is Independent**

**Experienced senior management team with dedicated executives to professionally manage business operations**

### Board of Directors

- **Mr. Nand Gopal Khaitan** (Independent Director)  
Attorney-at-Law and a Notary Public appointed by the Government of India
- **Mr. Vijay Kumar Bhandari** (Independent Director)  
Fellow Chartered Accountant with over 39 years of experience in the Banking Industry
- **Mr. Anil Wadhwa** (Independent Director)  
Ex-Member of the Indian Foreign Services. Served as Indian Ambassador to Poland, Lithuania, Sultanate of Oman, Thailand, Italy and San Marino over the course of 38 years
- **Ms Himalyani Gupta** (Independent Director)  
Advocate with over 31 years of experience Standing Counsel for the Union of India in the Hon'ble Supreme Court of India
- **Mr. Rakesh Sarin** (Independent Director)  
43 years of experience in the field of distributed energy, policy advocacy and development of large renewable energy platform
- **Ms. Sumita Somany** (Non-Executive Non-Independent Director)  
Over a decade of experience in the retail industry
- **Mr. Girdhari Lal Sultania** (Non-Executive Non-Independent Director)  
Fellow Chartered Accountant, Fellow Company Secretary and consultant by profession



**Dr. Rajendra Kumar Somany**  
Chairman And Managing Director



**Mr. Sandip Somany**  
Vice-Chairman And Managing Director



**Mr. Sandeep Sikka**  
Group CFO



**Mr. RB Kabra**  
President and CEO,  
Building Products  
(Transferred to Hindware Limited  
with effect from 1<sup>st</sup> April 2022)



**Mr. Rajesh Khosla**  
President and CEO,  
AGI Glaspac and Garden Polymers



**Mr. Om Prakash Pandey**  
Chief Financial Officer



# Disclaimer and Forward Looking Statements



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**Investor Relations Advisor**

Ravi Gothwal / Vikas Luhach  
**Churchgate Partners**

**Email:**  
[AGI@churchgatepartners.com](mailto:AGI@churchgatepartners.com)

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**Website**  
<https://www.churchgatepartners.com/>



# **AGI GREENPAC LIMITED**

(Formerly Known as HSIL Limited)

Registered Office: 2, Red Cross Place, Kolkata – 700001

CIN: L51433WB1960PLC024539

T- +91-33-22487407/5668 | Website: [www.hsilgroup.com](http://www.hsilgroup.com) | Email: [hsilinvestors@hsilgroup.com](mailto:hsilinvestors@hsilgroup.com)

## **NEAPS/BSE ONLINE**

**6<sup>th</sup> August, 2022**

**The Corporate Relationship Department**

**BSE Limited**

**Phiroze Jeejeebhoy Towers,**

**1<sup>st</sup> Floor, New Trading Ring**

**Rotunda, Dalal Street,**

**Mumbai – 400001**

**(BSE Scrip Code: 500187)**

**Listing Department**

**National Stock Exchange of India Limited**

**Plot No. C/1, Block-G**

**Exchange Plaza, 5<sup>th</sup> Floor,**

**Bandra Kurla Complex, Bandra (E),**

**Mumbai – 400051**

**(NSE Symbol: AGI)**

Dear Sir/Madam,

**Sub: Transcript of the Earnings Conference Call held on 1<sup>st</sup> August, 2022**

Pursuant to Regulation 30 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, please find enclosed herewith the transcript of the Earnings Conference Call held on Monday, 1<sup>st</sup> August, 2022 to discuss the financial results for the first quarter ended 30<sup>th</sup> June, 2022.

The aforesaid transcript is also available on the website of the Company and can be accessed by clicking at the link as mentioned below:

<https://bit.ly/3zXMEMV>

You are requested to take the above information on your record.

**For AGI Greenpac Limited (Formerly known as HSIL Limited)**



(Pulkit Bhasin)

**Company Secretary**

**Name: Pulkit Bhasin**

**Address: 301-302, Park Centra, Sector-30, Gurugram-122001**

**Membership No.: 27686**

Encl.: As above



## **AGI Greenpac Limited**

*(Formerly known as HSIL Limited)*

**Q1 FY2023 Earnings Conference Call**

**August 1, 2022**

**MANAGEMENT: MR. RAJESH KHOSLA - PRESIDENT & CHIEF EXECUTIVE OFFICER**

**MR. OM PRAKASH PANDEY- CHIEF FINANCIAL OFFICER**

**MR. SANDEEP SIKKA - GROUP CHIEF FINANCIAL OFFICER**



*AGI Greenpac Limited  
August 1, 2022*

**Moderator:** Ladies and gentlemen good day and welcome to Q1 FY2023 Earnings Conference Call of AGI Greenpac Limited (formally known as HSIL Limited). As a reminder, all participant lines will be in the listen-only mode and there will be an opportunity for you to ask questions after the presentation concludes. Should you need assistance during the conference call, please signal an operator by pressing '\*' then '0' on your touchtone phone. Please note that this conference is being recorded. I now hand the conference over to Mr. Ravi Gothwal from Churchgate Partners. Thank you and over to you, Sir!

**Ravi Gothwal:** Thank you Jacob. Good evening everyone and we welcome all the participants to AGI Greenpac Limited formally known as HSIL Limited Q1 FY2023 Earnings Call. Joining us today from the management side, we have Mr. Om Prakash Pandey - Chief Financial Officer, Mr. Rajesh Khosla - President & CEO, Mr. Sandeep Sikka - Group Chief Financial Officer.

Before we begin, I would like to remind all the participants that some of the statements or comments made on today's call may be forward-looking in nature. These may include but are not necessarily limited to financial projections or other statements of the company's business plan. The company disclaims any obligation to update these forward-looking statements to reflect future events or developments. Kindly refer to slide #15 of the presentation for a detailed disclaimer. Now I will hand over the call to Mr. Om Prakash Pandey Chief Financial Officer for his opening remarks. Thank you and over to you, Sir!

**Om Prakash Pandey:** Good evening everyone and welcome to AGI Greenpac's Q1 FY2023 earnings call. We have already circulated our earnings presentation, which is available on our website as well as the stock exchange website. I am sure you would have gone through the presentation and we would be happy to take any question afterwards.

As you all may be aware of, we completed divestment of Building Product division in our last financial quarter. AGI Greenpac now has only one business division, which is packaging products. Therefore all the numbers and comparative figure that we are going to highlight pertains to packaging product business.

Now talking about the first quarter, I am happy to announce that we have begun the year on optimistic note with strong quarterly performance. In Q1 FY2023, the company has delivered a strong performance and reported revenue from operations of Rs. 522 Crores compared to the previous Rs. 293 Crores in the same quarter last year, registering a stellar growth of 77.7% on a year-on-year basis. Sales growth was primarily due to better realization and increase in glass container packaging volumes supported by robust demand from beer and liquor industries.



*AGI Greenpac Limited  
August 1, 2022*

The company has delivered an EBITDA of Rs.92 Crores registering a growth of 57.1% on year-on-year basis and continues to maintain strong EBITDA margin of 17.6% despite the substantial increase in fuel and other input material prices during the period. The margin were driven by higher sale, better product mix, and inherent operation efficiency present in the manufacturing plant. Net profit stood at Rs.66 Crores compared to Rs.18 Crores in Q1 FY2022, a growth of 257.5% on year-on-year basis with a margin of 12.6%. The Company has a net debt position of Rs.782 Crores at the end of June 2022. Now I would hand over the call to Mr Khosla to talk about Packaging Product Division performance.

**Rajesh Khosla:** Thank you, Mr. Pandey. In Q1 FY2023, we delivered the great performance on back of strong rebound in demand from the key user industry. The revenue growth was supported by increase in demand from the beer, liquor industry and other allied industries contributed to our revenues in this quarter. The rise in out of home consumption and reduction in taxes by some state government also contributed to the growth along with passing of increased commodity prices to the consumer.

The company delivered growth on both year-on-year and sequential basis driven by sustainable demand, revival and favorable macro economics factor. Glass container capacity utilization during the quarter was 94% as compared to 89% in the same quarter last year and 93% in the previous quarter. We have already begun trial production of our Greenfield specialty glass facility of 154 TPD manufacturing unit at Bhongir Telangana and we will commence the commercial production in Q2 FY2023 onwards. I am further pleased to announce that AGI has forayed into the export markets of European Union, Canada, South Africa for its niche product. With the clear strategic roadmap ahead of us, we are confident in delivering sustainable growth and creating a long-term value for our shareholders. Thank you very much and we are now ready to take the questions.

**Moderator:** Thank you very much. We will now begin the question-and-answer session. The first is from the line of AM Lodha from Sanmati Consultants. Please go ahead.

**AM Lodha:** Good afternoon gentlemen. Congratulations for good set of number this quarter also. I have got three questions. The other income element in March 2022 of Rs. 21 Crores and 33 lakhs, which is not in this quarter. Can you tell us what is the nature of the other income in March 2022 of Rs. 21.33 Crores.

**Sandeep Sikka:** We get number of subsidies from the state government. One of the subsidies we get when we set up the plant is SGST refund, if you see the notes to the March 2022 financials account explains there was a odd income, which was credited because we do it this is reasonable certainty, so we got some refunds from the government on account



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of local sales made and that was in March 2022, the other income, main component was that.

**AM Lodha:** We are about to commence the production in the new plant in this quarter; will we get the subsidy on this plant also?

**Sandeep Sikka:** We will get subsidy, but it takes lot of time.

**AM Lodha:** That is alright because these subsidy belongs to our old plant.

**Sandeep Sikka:** This is for the old investment, which we have 4-5 years back.

**AM Lodha:** My second question power and fuel expenses have gone up steeply to Rs.19 Crores to Rs.23 Crores in this quarter, what will be the reason for such steep jump in the power and fuel and what steps the company is taking like green energy, solar to contain the power cost.

**Sandeep Sikka:** If you see this process, it is fairly fuel-intensive process because what we do is we use raw material or the broken glasses which we call as cullet and then melt it using the fuel. As you would recall that almost all the fuel prices have almost doubled in the last 6 to 7 months, but we have a flexibility to use various kind of fuels. I will request from Mr. Khosla to just elaborate on what are the enablements we have and how we are doing this process more efficient internally.

**Rajesh Khosla:** The price of fuel and power in Q1 of financial year has already gone up. It has gone up by one rupee per unit and these are being regulated by the state government and we have to follow with that and regarding the fuel part, it is a well known phenomena all over the world that the fuel prices are just jumping sky rocketing everywhere and these fuel prices are directly linked with the crude prices and crude prices are directly linked with the geo political situation, which is arising all over the world. Because of these reasons prices have gone up, so what we are doing in that case: Number one is green energy what you are talking about. Yes we are already doing a lot of green energy almost 18.5 mega watt of solar electricity is being produced by us and we are doing much more but we have some regulations of the state government where we cannot pass that and we are constantly in touch with the state government to permit us for the further use of the green energy and once we get the permission we will be able to do it.

Regarding the overall fuel prices to be controlled a lot of things are happening where the energy audit and other things are being done where we are trying to reduce the consumption of energy by moving more efficient and more productive manner that is ongoing exercise and that is the part of the operation excellence, which we are doing it regularly and that is the reason we are able to sustain with our numbers.



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**AM Lodha:** My last question, then I will join the queue. I got three more questions. Have we received the full consideration from Hindware Home Innovation Limited for Rs.700 Crores.

**Sandeep Sikka:** Some part is still pending around Rs.90 Crores. What had happened since most of the LC is for procurement of raw material and other things were open as on the effective date so there is settlement procedure under the agreement, which is being done and some land parcel of plants to be transferred so pending that we expect that within next 30 to 60 days another Rs.90 Crores should flow from Hindware Limited to AGI Greenpac so that the full settlement happens for the transaction.

**AM Lodha:** In this connection this time in presentation, we have not given that figure. In last presentation, the gross debt and net debt figure had been given in the presentation so as per the indication in the last con call, the total loan book of the company would have been Rs. 560 or Rs.570 odd Crores something after getting the money from Hindware Home Innovation Limited, but what I could guess from the opening of con call, the loan book is more 700 Crores. Can you put some light on it?

**Sandeep Sikka:** It is Rs.782 Crores. As I said we will get Rs.90 Crores more so it will go around Rs.700 Crores so also to consider that we are currently undergoing an expansion plan and the money is being spent on the expansion plan there in both in terms of rebuilding and expanding the capacity, what we do is we use long term loans for the long-term purpose,. Accordingly, that debt component has slightly increased and the terms loan disbursements have also happened during the quarter.

**AM Lodha:** Thank you I will rejoin the queue.

**Moderator:** Thank you. The next question is from the line of Nikhil Gada from Abakkus AMC. Please go ahead.

**Nikhil Gada:** Thanks for the opportunity and congrats on a very great set of numbers. First question is could you breakup this growth into how much would be the volume and how much will be the value growth please.

**Sandeep Sikka:** Basically if you see we got various price hikes during the quarter. Price hikes, which we have got based on the input price increases range from customer to customer, but this in a range of Rs.3000 to Rs.5000 per tonne, but it is not that all the benefit has accrued during the entire quarter, so when you see the overall price benefit which is coming to us is around odd 5 to 6% and overall volume is around 12 to 13% which overall revenue number grew by 18% which means that in this current quarter based on the price increases some impact, the positive impact of increase realization you will also see during the Q2 of the current financial year.



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**Nikhil Gada:** Understood, when you say 18% you are saying the sequential from 4Q to Q1.

**Sandeep Sikka:** Quarter on quarter.

**Nikhil Gada:** Quarter on quarter; 5% to 6% would have been the value as in the price hike and 12 to 13% would be the volume growth. I understood.

**Sandeep Sikka:** I am saying for the glass.

**Nikhil Gada:** Got it and that is like close to 90% of the total revenues. Understood. Just continuing on that now since we are close to now full utilization in this capacity and the debottlenecking that we are planning I am assuming it would be in the glass itself, so how much more capacity can we sort of gain from this.

**Rajesh Khosla:** You mean to say in the quarter what we are mentioning, how much capacity has been added up or how much debottlenecking has been added up or what will be there in the future so what is the question.

**Sandeep Sikka:** Are you talking about the future opportunity available on the expansion is that the question.

**Moderator:** We have lost the line for the participant. We move to the next question. The next question is from the line of Vivek Gautam from GS Investment. Please go ahead.

**Vivek Gautam:** I just wanted to know why is the ROC of our company so low and for large number of years and what can be done to improve it number one and is it our sort of sunset industry because of that valuation given to our sector is also quite low and there was related party transaction is that that impacting our price running and valuation. Real estate something is still lying with us and how is the opportunity size for us.

**Sandeep Sikka:** The first question which you are asking why is the ROC low. If you see glass is a very capital-intensive procedure, although today we are the most profitable company in terms of container glass because of our internal efficiencies, which we have been to build over last five to six years, but still the glass furnaces require proper maintenance and you need to continuously repair them, rebuild them.

One reason why you are seeing ROC slightly down because we have recently invested around Rs.250 Crores into 154 tonne speciality glass furnace, for which the benefits are yet to come to the P&L, so this furnace is under trial run production and the benefits will improve over a period of time. Apart from this, there are some additional expansion, which is being done as we talk about 100 tonnes per capacity debottlenecking is being done so there is a capital work in progress, these are the



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reasons where in the ROC is right now under pressure slightly, but as you move forward you see the EBITDA margins are in very good trajectory, so we feel that ROCs should improve over a period of time.

Second question as far as the related-party transaction, almost majority of the related party transaction wherein, we initially had the manufacturing plants of building products, which we sold out to Hindware and has been divested. Today major related-party transaction is at certain land and building, which we have not transferred because of their intrinsic values. We are taking rentals, but these rentals have been approved and they are based on third party evaluation. They are on arm length basis. They have been duly approved by the shareholders of both the companies, so there is not much other related-party transaction as of March 2022. Now going forward, they will be very less.

**Vivek Gautam:** I believe our plant is running at a very high capacity and the biggest plant, which is also on the block is running at a very high capacity so do not we have the pricing power to have a decent margin, decent ROC with our customers or the competition intensity is too tough and more and more players are coming in wherein we are not able to take the price hike and pricing power.

**Rajesh Khosla:** Let me explain you about the pricing power in the glass industry. Number one, glass is one of the packaging materials. We have the alternate packing material also for example cans, PET, Tetra Pak and besides others, so beyond a point if the things are being stretched on the pricing part then probably there is a chance that glass can transfer back to the PET or any other packaging material that is one part.

Second is majority of our glass packaging materials goes to the liquor industry and liquor industry is a regulated industry where the pricing power is not at all there and the government decides the pricing power of that, so there is a big constraint with the customers that whenever there is an increase in the cost or in the price, we are not able to pass on to the customers to their consumers I mean to say that is another thing.

Third is there are lot of dormant capacities which are available all across India; dormant capacities which are not viable. Beyond a point if the things are being stretched, immediately those dormant capacities will become active and once they become active then they will be permanently active or semi-permanently active. They cannot die down just like that, so all those factors are to be considered when the pricing is being considered or decided or being passed on to the customers.

**Vivek Gautam:** How much investment we require again for making the glass furnaces after average tenure and before than that and how much can the ROC equal to and how much can be the growth rate also in the sector depending and how is the opportunity size.



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**Sandeep Sikka:** On the glass side, we can reach high ROCE. We have plastic business and security caps and closure business, PET business, plastic business where again the ROC are low but on the glass side we can definitely get 18% plus ROCE going forward and with the investment into high end furnaces which will sell premium product. We further feel that it should move from 18 to 20 over next few more years.

**Vivek Gautam:** Opportunity size for us? How much in India and exports any positive things happening to India export story or China plus one story.

**Rajesh Khosla:** Yes, there are lot of opportunities which are there, but problem is every opportunity whatever is coming out or being countered by so many global factors for example the growth opportunity or the export opportunity against China has come up, but the freight rates have skyrocketed and they are diluting this opportunity. Then comes the other thing for example the opportunities in Europe are very limited because Europe being a compact country where the local transportation is much lower than the ocean transportation, so there these opportunities are diluted there so we have already assessed. Our export department are continuously assessing about that opportunities. Yes there are opportunity, which exist in America and that already people are doing it. In my address in fact I said that we have started exporting in a reasonable manner to Canada, America, and some other countries, so these opportunities are already there. In India, the local transportation is also very high and that is also restricting the opportunity. The Ministry of Transportation is working out, how to make ease of doing business and to make other cost comparatively as compared to China, so once these factors will start coming in our favor, the export opportunities will grow up more and more and we are in center of the land, we are not port-based company, so local transportation also plays a very big role, which comes out to be almost Rs.5000 a tonne and today it comes out to be almost 16 to 17% of the price that is the reason.

**Vivek Gautam:** Okay Sir. Thank you.

**Moderator:** Thank you. The next question is from the line of Nikhil Gada from Abakkus AMC. Please go ahead.

**Nikhil Gada:** What would be the capex and how much capacity expansion would happen because of the debottlenecking?

**Sandeep Sikka:** On the debottlenecking side, the total planned capex is odd Rs.100 Crores and there is a rebuild cost also, which is around Rs. 60 to Rs. 65 Crores, which we will spend in terms of both rebuilding and making the furnace on a new basis and doing 100 tonnes expansion on this. **With which now the overall capacity on the container glass right now it is 1600 tonnes per day will go to 1700 tonnes per day and another 154 tonnes high end furnace will come so that will make it 1854 tonnes per day.** Once the



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commercial operation on 154 tonnes also starts which we are expecting in another three to four months.

**Nikhil Gada:** Understood Sir and for this debottlenecking, how many days we will have to keep the plant shut.

**Rajesh Khosla:** Almost 90 days.

**Nikhil Gada:** When are we planning to do this.

**Rajesh Khosla:** Maybe early next financial year.

**Nikhil Gada:** Next financial year, early. Okay understood. The peak capacity that we can achieve is 100% over here.

**Rajesh Khosla:** It can be 103%.

**Nikhil Gada:** 103% okay understood. My second question is on the gross margin front, you know now that we are looking at like-to-like comparison last year 1Q, if my numbers are not wrong we did close to around 80% gross margins and this year it is around 68% so this 12% drop if you can help explain, I mean what has really increased the soda ash prices or the sand prices if you can help why the impact has been so large.

**Sandeep Sikka:** In all the input prices material have undergone a change Nikhil. As you know, the fuel price which used to be of 15% is now running at around 25% to 26%. Similar soda ash prices which last year was almost let us say Rs.20 a kilo is now available at Rs.40 a kilogram, so when you read percentages it will give to a higher %. We run our operations based on overall EBITDA per tonne and the focus is on that. It is not that when the raw material prices double, the absolute margins will double so all this ratio will show the abnormality of numerator and denominator.

**Nikhil Gada:** Understood. In case of when we look at 4Q number as well. Sorry to just get into the percentage terms again, but we are still seeing some amount of decline and when we have taken the price hikes, I assumed that it would have taken care of some of this RM inflations so just coming from that point.

**Sandeep Sikka:** Majority of the price hikes have happened in Q1 of this financial year not the last. The Q4 in fact has the price increase has happened and after that we started negotiating with our customers and after the lap of two to three months, we started getting upward price increases.



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- Nikhil Gada:** Okay, in that context if you could help me with a just a full year perspective; let us say for FY2023 now that first quarter is done and we have taken some amount of price hikes, is it fair to say that the last year's margin we could better than, it was around 18.5% on EBITDA level?
- Sandeep Sikka:** We should be around the level, but again percentages are abnormal because as I told you when the input prices increases, the customer does not give a percentage to sales and discussion happen on Rupees per tonne of glass made
- Rajesh Khosla:** And secondly in such a situation when there is an exponentially increase in costs, which is simply which is once in a lifetime type of scenario, there, we have protected our margins at the first instance and rather than looking to the percentage, because the dominator of the whole calculation is changed now and in these circumstances, it will be very important to stabilize the market if we are able to pass on the costs, that is a good sign.
- Nikhil Gada:** Understood, and just a couple of questions more. Firstly since we are starting this specialty glass plant in Q2 or at the end of Q2, we have not booked any revenues per se right in the specialty business?
- O.P. Pandey:** Yes we have not booked any revenue from it.
- Nikhil Gada:** Understood, then on the export strategy specifically, you mentioned about it, but is this largely going to be for our core glass container portfolio or we are mainly looking at it from the specialty glass plant?
- Rajesh Khosla:** No. We are looking for a sustainable portfolio because we have already put our footprints all around the world. We were not exporting for the sake of exporting in any country at any price. We are just picking up the markets, which are sustainable and there it makes sense for us on a long-term basis. That is the reason you might have seen that our export percentage is not very large purposely. There is a local demand and we have to cater to our local demand at the first instance and export is only the balance quantity, but looking to the opportunities, which are available so we are putting and catering to these markets which are on sustainable business. Regarding 154 tonnes, yes the opportunities are much more in 154 tonnes as a percentage of the total business and presently once the things get stabilized much more is about to come.
- Nikhil Gada:** Understood. This specific call out in this quarter regarding the export strategy, I mean because our capacities are already largely at peak utilization, so just wanted to understand from that perspective. If something has changed in the export market the reason we are sort of exploring it now and is it going to be better than what we make in domestic in terms of margins just on that perspective?



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**Rajesh Khosla:**

These are very short things, which are there. Say for example like today because of the Ukraine war, there are some capacities which has gone off because of the limited availability of the gas there are some plants which have been stopped there so there are some opportunities which are coming as a spot opportunity and some opportunities which are coming on a long-term opportunity. So catering spot opportunities with the spot prices, which are you can exploit the situation and there are long-term opportunities which you have to make it on a stabilized basis, so both strategies are very different and both the targets are very different. We are doing in the best interest of the company and working out with all business strategies, which can maximize our revenues and profitability.

**Nikhil Gada:**

Understood and lastly two questions bookkeeping if I can ask please. Then on this capex cost of the debottlenecking Rs.150 Crores to Rs.160 Crores, is this going to be largely debt funded or there is some internal accruals which will be used for this?

**Sandeep Sikka:**

As a method of discipline, what we do is generally if the capex is there, we take a long-term loan of around 70% to 75% of the total capex, so this helps us maintain a good financial discipline that any long-term investment which is to be done has to be funded by long-term debt at any particular time, but most of our loans they have a prepayment clause and like with a slump sale we just prepaid the debt without incurring prepayment penalties, so this gives us a good discipline. Any surplus, which is generated is parked in working capital which is there so which goes an unutilized working capital.

**Nikhil Gada:**

Second on the tax expense, so now we will completely shifted to the new regimen right so now we will see 25% tax rate?

**Sandeep Sikka:**

Yes 22% plus 1% surcharge.

**Nikhil Gada:**

That will be all from my side. Thank you for answering all my questions.

**Moderator:**

Thank you. The next question is from the line of Darshil Jhaveri from Crown Capital. Please go ahead.

**Darshil Jhaveri:**

Congratulations on a good set of numbers. I just wanted to ask with the new capacity coming, how much additional revenue will that be able to generate? What are we planning in terms of capacity utilization in this year and next year? How will this scale up?

**Rajesh Khosla:**

Regarding the capacity utilization for the new expansion debottlenecking that will be close to 100 tonnes per day that can generate the topline of close to Rs.90 Crores over



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the year and regarding 154 tonnes furnace, we hope that we will have close to around Rs.250 Crores to Rs.260 Crores of business on an annualized basis.

**Darshil Jhaveri:** That is for this year or peak utilization?

**Rajesh Khosla:** I am saying annualized basis so the day we start going for commercial production and commercial sale talking from that perspective.

**Darshil Jhaveri:** Thank you and the next year for the debottlenecking till keep the operations shut for 90 days, so how much will that impact the revenue next year?

**Rajesh Khosla:** Our 90 days if the operation is shut down, practically the furnace is around 325 tonnes, so 325 tonnes furnace and 100 tonnes of the capacity will be added up so practically it will be scaling of both the things together.

**Sandeep Sikka:** Generally what happens, during this rebuilding time, although there is some loss of turnover, but majority we have inventory in our stocks; we plan our inventory and we dilute our inventories also during this interim period, so the customer service ability is kept on.

**Darshil Jhaveri:** Thank you so much and thanks for answering my questions. All the best.

**Moderator:** Thank you. The next question is from the line of Pushkar Jain from Sequent Investments. Please go ahead.

**Pushkar Jain:** Congratulations on a good set of numbers and my question is you partly answered it what is the asset turn for the new capacity that we are having for Rs.260 Crores topline that has been generated? How much we would have invested for capacity?

**Sandeep Sikka:** It is almost one time 154 tonnes furnace with an investment of about Rs.260 Crores should lead to one time the turnover.

**Pushkar Jain:** Okay, it is more in line with our existing asset turn?

**Sandeep Sikka:** Yes, but the absolute EBITDA per tonne is higher here.

**Pushkar Jain:** Okay thanks.

**Moderator:** Thank you. The next question is from the line of Zaki Nasser an Individual Investor. Please go ahead.

**Zaki Nasser:** Congrats on a phenomenal topline growth at least for this quarter. I have a couple of questions. Would this kind of topline be sustainable for the year in addition to whatever



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six months of operation for the new furnace; that is my question number one. In terms of gas pricing, do you think this quarter would be our peak fuel cost?

**Rajesh Khosla:** Okay first is the topline, whether it is sustainable or not or if I put it mathematically you mean to say this topline can be multiplied by four on an annualized basis or not am I right.

**Zaki Nasser:** Yes.

**Rajesh Khosla:** As on this quarter, we are moving as per our budgeted numbers and the budgeted numbers suggest us that we will be able to sustain this topline throughout the year, so there is no issue at all. There is a seasonality effect, but that will be taken care in the subsequent other quarters, so rest assured I think if everything goes normal we will be able to sustain these numbers. Number two is what I have not understood properly.

**Zaki Nasser:** Number two is gas pricing? Our fuel prices of Rs.126 Crores in the quarter and we have furnace where which can be shifted from actual gas to may be some other fuels as the management as said, so do you think this Rs.126 Crores would go down from here or how do you feel the fuel cost will pan out?

**Rajesh Khosla:** The question is interesting but I think it is beyond my capacity to answer this because the forecasting of the fuel is beyond anybody's imagination as many multiples are there.

**Zaki Nasser:** At least can I just rephrase the question. In terms of how is our gas price what we consumed linked with the international gas prices or whatever the Government of India announces on April 1 and October 1?

**Rajesh Khosla:** Unfortunately, all the companies which are dealing in gas or fuel, they are government run companies. They do not arrive with any logics at least which is known to us. They announce the prices. They do not arrive at the price. They announce the prices and you can very well and after the announcement we have no other choice except to work out our internal efficiency, internal productivity, which we are doing it continuously. I hope so, it is anybody's guess which is beyond the corporate forecasting. I hope everything should remain same. That is our wishful thing, but if somebody says forecasting it is beyond anybody capacity to do it.

**Zaki Nasser:** We are supposed to receive the rents from Somany Homes to the tune of Rs.29 Crores. How will this be accounted on a quarterly basis or at the end of the year?

**Sandeep Sikka:** It is not Rs.29 Crores. It is around Rs.21 Crores to Rs.22 Crores for the year and if you see the segmental results, so we are showing the values.



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- Zaki Nasser:** On a quarterly basis?
- Sandeep Sikka:** The rent is on a quarterly basis.
- Zaki Nasser:** Interesting and last time we announced a furnace shut down was in August sometime last year I guess, but as told by you although our production was affected the sales were not affected because as you just explained we had inventory buildup, so I guess the next furnace shut down will we have the same kind of a scenario hopefully?
- Sandeep Sikka:** Can you just repeat your question please. We just lost the voice in between.
- Zaki Nasser:** Last time we had a furnace shutdown, although our production was affected our sales for that was not affected. The next shutdown which we are going to take do you hope that the same kind of thing repeats are inventory will take care of our sales?
- Rajesh Khosla:** Yes we hope so because our budgeted numbers they are as per that, though we were able to reduce our inventory substantially in this quarter those numbers may not be exactly same. It may be a little bit here and there.
- Zaki Nasser:** Okay fantastic and by the end of this year hopefully that 154 tonnes plant will be fully operational. Next year on the current year what kind of growth do you project going on 2023 to 2024?
- Sandeep Sikka:** The growth will come from two factors. One is the product mix improvement, which we are continuously doing. Our focus is to move more into the high end. 154 tonnes furnace will yield the turnover which is there. We have already stated the quantum. We will have additional 100 tonnes per day once that additional capacity also comes up, so these are the key three core drivers which we can envisage for over next 18 to 24 months, which will help us grow the business and also improve the margins.
- Zaki Nasser:** Fantastic thank you and if I might ask the last question. I read a kind of an article saying AGI is one of the three bidders for the Hindusthan National Glass Plant, not going into the nitty-gritty and when do you think this process will be completed and the result known for this?
- Sandeep Sikka:** These are processes under NCLT and unfortunately we are bound by the confidentiality clauses under the whole process, so it is very difficult for us to comment anything on this. My apologies for that.
- Zaki Nasser:** Thanks a lot and best of luck for the year.



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**Moderator:** Thank you. The next question is from the line of Keshav from RakSan Investors. Please go ahead.

**Keshav:** For higher value products, what would be the target markets for us going forward?

**Sandeep Sikka:** For 154 tonnes?

**Keshav:** Yes.

**Rajesh Khosla:** 154-tonnes is primarily for cosmetic, perfumery, high-end foods, high-end pharmaceutical, and high-end liquor industry, so the market for these products are available in domestic as well as exports. If you talk about the exports for example like perfumery and cosmetic out of India, the major market is in Europe. If you talk about high-end liquor the major market is in USA. If you talk pharmaceuticals the major market is still within India and if we are talking about other things like food and all the market is spread out all over the world, so all those markets will be tapped as per the requirement going forward. It all depends upon what type of avenues and what kind of pockets are being opened to us.

**Keshav:** Sure. If we take a five-year horizon, what would be your aspirational product mix in terms of alcohol versus other industries?

**Rajesh Khosla:** Since in a glass industry, we have an opportunity to change over from one product to the other very conveniently. As far as aspiration is concerned, we want a good basket of all the products together, but besides our aspiration it also depends upon what type of market the things will open up.

In India, the market is more from alcoholic beverages industry. They are very skewed. They are close to around 75% of the market in the alcohol segment, but the same market in the West Country or the developed country is slightly less. It is close to around 50% or even less than 50%. We look forward that once the GDP of the country grows and India becomes 5 trillion market, so obviously there are other segments which are going to open up because of the increase in the purchasing power of the people besides the alcohol, so obviously we will go by the flow and we will be tapping all those markets which are yet to come up. As far as attractiveness of the market is concerned, it is purely on demand and supply, which can be spotted out on the spot basis only rather than here, but our aspiration is for a healthy growth should be spread out evenly in all the segments.

**Keshav:** Sure. If we look two to three years back, have we seen any demand shifting from HNG to us? Have we gained market share there?



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**Rajesh Khosla:** Indian glass market because of the glass typical business, they have to operate at close to their capacities otherwise it becomes very inefficient operations and glass market demand and supply is very, very poised, and it is a very localized market also where geography plays a very important role. We have been supplying to our customers which are in our catchment area and things have been according to that, but yes once HNG is on a different route probably yes there may be some customers, which may like to shift the demand there and there but more or less it is a very well stabilized market, which are being served by the regional players, so I do not think so much of the things shifting here and there.

**Keshav:** Lastly, you had mentioned about the EBITDA per tonne being higher for the new furnace, so what kind of value add we would be achieving from it, if we compare it the earlier furnaces?

**Sandeep Sikka:** If you see today our average price realization on the container glass are around Rs. 33,000 to Rs.35,000 per tonne, so in these high-end furnaces, our target is that we should get around Rs.60,000 per tonne plus, which right now with the trial runs, which we are doing the average is coming in that range around Rs.55,000 per tonne to Rs.60,000 per tonnes, so the target is that as we build the business over a period of time this should go beyond Rs.60,000 per tonne.

**Keshav:** Is it a function of the furnace or is it the function of the application areas we are getting into? Is it enabling you to get into better products higher-value products?

**Rajesh Khosla:** It is combined for example, let me say in case of liquor, we initially supplied from a normal furnace also and we also supplied from the specialty furnace also. Specialty furnace has their own demand and their own realization and own EBITDA and a normal furnace of their own. The same thing is in the foods. The same thing is the pharmaceuticals, so there is a segment and within the segment specialty glasses have their own market share segment.

**Keshav:** Sure, that is all from me Sir. Thank you and all the best.

**Moderator:** Thank you. The next question is from the line of Binod Modi from Sharekhan. Please go ahead.

**Binod Modi:** Thank you for the opportunity. My questions pertain to depreciation amount. Can you share how much depreciation we would have booked in this quarter from our new 154 TPD plant?

**Sandeep Sikka:** Rs.10 Crores to Rs.12 Crores per annum.



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- Binod Modi:** Why I am asking this question; I remember in previous quarter you had mentioned that your depreciation amount would be lower by Rs.30 Crores to Rs.35 Crores from this fiscal but looking at Rs.29 Crores kind of depreciation it does not look like that is why I was asking this question?
- Sandeep Sikka:** You are comparing continued operation to the discontinued operation.
- Binod Modi:** Yes.
- Sandeep Sikka:** There is a depreciation in this continued operation so that needs to be checked.
- Binod Modi:** Fine. My second question pertains to margin. Given the fact that you have already taken price hike in the previous quarters and in addition to that you will have volume flowing from high margin this specialty glass side, so given all these things you still maintain that the margin would be by and large to the extent of 18% to 18.5% of last year, so any sense on that? Can there be any sort of surprise can be seen going forward?
- Sandeep Sikka:** We have already discussed that the margins should remain same.
- Binod Modi:** Okay fine and my last question; given the fact that you are also spending in organically. Let us say even if you are looking for inorganic expansion going forward, as a company level what kind of debt EBITDA you are working on at the end of this scenario that is what my question?
- Sandeep Sikka:** That depends on what is an opportunity and how much the incremental benefit is out of the same, but our intent is always that the company should be adequately leveraged also. It is not that the company should not be leveraged because the cost of debt on a pretax basis is still less than 7%, so it creates a lot of opportunity for us as such, so ideally the leverage debt to EBITDA should be around three times or less than that.
- Binod Modi:** Thanks a lot.
- Moderator:** Thank you. The next question is from the line of Vivek Gautam from GS Investment. Please go ahead.
- Vivek Gautam:** Although you are participating in the bid, but I believe the biggest player in the glass sector is HNG, which is on the glass side, so what were the reasons and what does it tell on the sector?
- Sandeep Sikka:** I could not understand your question clearly.



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**Vivek Gautam:** If the leader of a company of the biggest player of the sector goes into liquidation on NCLT, just wanted to understand the reason behind it?

**Sandeep Sikka:** The overall sector is doing good as such, but if one company is not doing we cannot talk about that particular company as such.

**Vivek Gautam:** A positive impact on the sector post consolidation and post NCLT decision and can it help be positive change for the sector and our company?

**Sandeep Sikka:** This is difficult for us to comment on this. Our apologies because this question has many elements, which are bound by confidentiality so it is difficult for us to answer my apologies for the same.

**Vivek Gautam:** The raw material, freight and everything is at the peak currently and they should correct from here and what positive impact can it have for us in terms of margins. Gas, I believe the prices are very, very high, but they should come down from here from peak size?

**Sandeep Sikka:** The increase in the input raw materials like fuel and other things have been steep over the last six months. Our in-house we wish that it should get slightly ironed out now, but again it depends on the number of macroeconomic global factors like fuel price will still be gone by what is happening in Europe. The other raw material again depends on how the freight cost behaves globally, so the view is that right now the thing should stabilize for some time and that is the view for the next six to nine months, after which we have to see and evolve. Nobody can make a guess out of it. It will be a very wild guess whether the commodity prices will get down or move up and how the whole global economic factors will merge from here.

**Vivek Gautam:** Freight I believe has started already coming down.

**Sandeep Sikka:** Yes. It has slightly dipped.

**Rajesh Khosla:** The freight cost is up so one of the factors is the fuel prices or the oil prices. If the oil prices become stable, so freight will automatically get stabilized and neutralized I hope so.

**Vivek Gautam:** Thank you.

**Moderator:** Thank you. As there are no further questions, I would now like to hand the conference back over to the management for closing comments.



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**Sandeep Sikka:** I would like to thank everybody who joined us on the call today. I hope we have been able to answer your queries wherever we could. Some of the questions we could not answer because of certain confidentiality that is one excuse we will take. Other than that thank you very much.

**Moderator:** Thank you. On behalf of AGI Greenpac Limited that concludes this conference. Thank you for joining us and you may now disconnect your lines.

Notes:

1. This transcript has been edited for readability and does not purport to be a verbatim record of the proceedings
2. Figures have been rounded off for convenience and ease of reference
3. No part of this publication may be reproduced or transmitted in any form or by any means without the prior written consent of AGI Greenpac Limited

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**ANNEXURE P12**

AGI Greenpac Limited

Q4 FY24 Results Conference Call

May 03, 2024



**MANAGEMENT:** **MR. RAJESH KHOSLA – CHIEF EXECUTIVE  
OFFICER – AGI GREENPAC LIMITED**  
**MR. OM PRAKASH PANDEY – CHIEF FINANCIAL  
OFFICER – AGI GREENPAC LIMITED**  
**MR. SANDEEP SIKKA – GROUP CHIEF FINANCIAL  
OFFICER**

**MODERATOR:** **MR. NITIN GUPTA – EMKAY GLOBAL**



**Moderator:**

Ladies and gentlemen, welcome to Q4 FY24 Results Conference Call of AGI Greenpac Limited hosted by Emkay Global Financial Services. We have with us today, Mr. Rajesh Khosla, Chief Executive Officer; Mr. Om Prakash Pandey, Chief Financial Officer; and Mr. Sandeep Sikka, Group Chief Financial Officer.

As a reminder, all participant lines will be in the listen-only mode and there will be an opportunity for you to ask questions after the presentation concludes. Should you need assistance during the conference call, please signal an operator by pressing star then zero on your touchtone phone. Please note that this conference is being recorded. I now hand the conference over to Mr. Nitin Gupta from Emkay Global Financial Services. Thank you, and over to you, sir.

**Nitin Gupta:**

Thank you, Manuja. Good evening, everyone. I would like to welcome the management and thank them for this opportunity. I shall now hand over the call to the management for the opening remarks. Over to you, gentlemen.

**Om Prakash Pandey:**

Good evening, everyone and welcome to AGI Greenpac Q4 FY24 Earnings Call. We have already circulated our "Earnings Presentation" which is available on our website and on the Stock Exchange website. For the year ended March 2024, AGI Greenpac Limited registered Total Income of ₹2445 crore, an increase of 6% over ₹2307 recorded in FY23. The EBITDA registered a growth of 21%, reaching ₹588 crore from ₹488 crore in FY24 with margin at approximately 24% compared to around 21.1% in FY23. The Company's PAT stood at ₹256 crore, compared to ₹249 crore in FY23, as investments made towards a high-end specialty state-of-the-art plant and subsequent commencement of commercial production from January 2023 led to increased interest and depreciation expenses in FY24.

Our consistent success can be attributed to several key factors. Firstly, we've adeptly responded to the increasing demand for both alcoholic and non-alcoholic beverages. Secondly, substantial improvements in internal efficiencies have streamlined our operational effectiveness. Thirdly, our dedication to fostering customer loyalty has cemented our position in the market. In addition to it, our focus on high-value-added products and a premium mix has significantly bolstered our profitability.

In Q4 FY24, the Company reported Revenue from Operations of ₹625 crore, EBITDA of ₹156 crore, and Net Profit at ₹69 crore. There is a decline in financial performance, primarily due to lower average sales realization Y-o-Y basis on account of decrease in raw material prices. Additionally, please note that in Q4 FY23, we received other income of ₹15.65 crore on account of subsidy, which was reflected in Total Income, but this was not the case in Q4 FY24. As of 31st March 2024, our net debt stands at ₹226 crore.

Now, I would hand over the call to Mr. Khosla to discuss some of the "Key Business Highlights." Over to Mr. Khosla.

**Rajesh Khosla:**

Thank you, Mr. Pandey. Good evening, everyone, and thank you for joining us. In FY 2024, AGI Greenpac achieved many milestones demonstrating a relentless commitment to excellence across various fronts. Our glass container capacity utilization consistently exceeds 95%, showcasing a dedication to operational excellence and efficient production optimization.

The planned shutdown of one of our furnace relining in H1 for which we lost some tonnage of production. Additionally, we executed debottlenecking initiatives on existing capacities elevating our daily output from 1,600 metric tons to 1,700 metric tons. Substantial investment in digitalization and automation further enhances the operational efficiency positioning us for continued growth and innovation.

Additionally, we expanded our international presence significantly through participation in exhibition and trade fairs in key markets such as UAE, U.S.A., Europe, bolstering visibility and fostering valuable connection with the clients and partners. The accolades received underscores our unwavering pursuit of excellence with recognition including the Supplier of the Year Award from Diageo India for second consecutive year as well as the prestigious awards for workplace culture, CSR Impact, energy efficiency and cost management.

These achievements upon AGI Greenpac's position as a leader in the industry committed to delivery exceptional value to stakeholders while driving sustainable growth and impact. As we look ahead, our focus remains on innovation, sustainability and strategic expansion. We are dedicated to prioritizing high-margin products category to consistently deliver value to our stakeholders.

Our commitment to digitalization across all processes, including operations remain steadfast as we harness technology to enhance efficiency and productivity. We are well-positioned for continued growth and success in meeting the evolving demand of our industry.

Now we would like to open the call for any questions you may have. Thank you very much.

**Moderator:** The first question is from the line of Sanjay Shah from KSA Securities Private Limited. Please go ahead.

**Sanjay Shah:** Thanks for nice presentation and congratulations on good set of numbers in this volatile world. Sir, we need some understanding regarding our growth trajectory ahead. Since we have done some bottlenecking and increase our capacity, sir, what utilization right now we are in and what are we planning to grow from here on for next 2, 3 years, sir?

**Rajesh Khosla:** Okay. I think one of the reasons of our growth trajectory in the last few years are debottlenecking. So, the economics of debottlenecking versus the economics of capacity addition is very different and we fully understand and we want to deliver the best value to the stakeholder. So debottlenecking economics is very important, and that is what we have done so far.

But now, there is a limit to which the plants can be debottlenecked. Otherwise, it becomes a counterproductive. So now I think with the additional furnace, what we are now debottlenecking and adding some 80 ton per day of the capacity now. I think more or less, now our focus will be to add capacities in the future organically and inorganically. And very soon, things will be opened up to the people to understand about that.

**Sanjay Shah:** Fine. Sir since we are doing 77% business to this alcohol industry, so we are focusing and penetrating on pharmaceutical side, food and beverage. So, what is the view of your management? And how is the demand panning out from these verticals?

**Rajesh Khosla:**

In fact, the good part is that the India is growing at a very good pace and all these segments are increasing, the pharmaceutical, liquor, beer, food, every segment is growing at some pace or the other. Now what is to be seen, there is a natural tendency of any of the organizations to ride on the waves of some demand increase. So, in this case, it is to be seen from the angle, which demand we should be catering so that we can best utilize our resources and assets. So as on date, I think we cater to diversified fields. We are catering to the food segment, pharmaceutical, liquor, beer and all other segments.

Yes, the combination in which we are, that is possible to change, but it all depends upon how the market requirement comes up. Yes, we have a focus in pharmaceutical, and we are doing a lot of debottlenecking and a lot of movements so that we can have a better share in the pharmaceutical segment.

**Sanjay Shah:**

Sir, my last question was regarding our HNG acquisition. I don't know how much you can share, but we are a bit in a dilemma because there are two things which we need to understand. One is the stage where we have reached? And when we think that we'll hear some good news or whatever may be?

And number two, since such a delay has happened, is that acquisition viable to us because of that machinery gets depreciated and so many things can happen. So, can you highlight, sir, upon that?

**Sandeep Sikka:**

Sanjayji, HNG is very strategic and very important acquisition from our side. It's a bit unfortunate that the time taken is a bit higher and it's taking some time. But all along, I think we have put the best foot forward in terms of the offer which we made. There were some litigations, which have been done in NCLAT and NCLT, and most of them have been in our favor.

Now the matter is subjudice before the Honourable Supreme Court. And I think courts are taking some time because there are other matters also in the queue. We are hopeful that in next 2 -3 months once this matter is cleared by the Supreme Court, the whole process should move very fast.

But from the question in terms of viability, the whole project is still very viable. It has definitely taken some time longer than what we had initially estimated in our plans. But from the results which you see from Hindusthan National Glass which is publicly available, I think asset is also doing good, and it's making EBITDA.

From an overall perspective, it makes a lot of strategic sense for us, and we are fully dedicated and fully inclined to complete this acquisition. But we are bound by the court processes, which I hope each one of you will understand, is not entirely in our control and court takes time which they have to take.

**Moderator:**

The next question is from the line of Nikhil Gada from Abakkus AMC. Please go ahead.

**Nikhil Gada:**

Sir, just wanted the overall sales volume for FY24? And how were the realizations? As in, how was the fall in the realization in FY24 vis-à-vis FY23.

**Sandeep Sikka:**

You see on a year-to-year basis for the glass container, we have done 5,24,000 tons of sales as compared to last year of 5,32,000 tons which is down by around 1.4%. And this is essentially due to the fact that we had one furnace shutdown during the first half of the financial year wherein we lost around 20,000 to 25,000 tons of materials. Just for the investors, I think we have made disclosures. Another furnace is up for relining which has come early than we anticipated and we are also debottlenecking that capacity.

To answer your question, volumes were broadly very flat, but had it been a normal year, we may have additional 20,000 to 25,000 tons of more volume to sell. In terms of realizations, when you see 12 months average realizations versus 12 months average realization of the financial year 2023-24, the container glass it's almost flat. In fact, although the volumes have come down by 1%, but sales has grown by 1%. So around ₹36,400 around the average realizations from the container glass business.

**Nikhil Gada:**

Sir, if I got to volume numbers correctly, it was 5,24,000 in FY24.

**Sandeep Sikka:**

Yes, broadly around that.

**Nikhil Gada:**

Understood. Got it. And sir, just the realization part, what was the realization in fourth quarter?

**Sandeep Sikka:**

The realization in fourth quarter has been somewhere around ₹36,000 only.

**Nikhil Gada:**

Okay. So, we have not seen any major correction despite the decline in the soda ash price?

**Sandeep Sikka:**

If you see the overall dynamics, we have been explaining this, that part of our orders, they get adjusted to the input raw material pricing. But there are orders around 40% of orders, which we do on spot basis. And these are essentially small quantities, wherein we can command a premium price and also on the product mix and other sides. It's a net impact of that as a result of which we are able to maintain the price.

**Nikhil Gada:**

Okay. Sir, secondly, just trying to delve deeper in this other volume data. Can you also share the specialty glass volumes that you were able to do in FY24?

**Sandeep Sikka:**

Specialty glass, we have done around 33,000 tons.

**Nikhil Gada:**

And what would have been the revenue for this?

**Sandeep Sikka:**

Average realization on this is somewhere around ₹63,500, you can multiply accordingly.

**Nikhil Gada:**

Sure.

**Moderator:**

The next question is from the line of Miraj from Arihant Capital.

**Miraj:**

Just a couple of questions. Firstly, trying to understand that the current announcement that you made regarding one shutdown, one furnace being shut down for relining for maintenance. It's not the same one that we had earlier announced that you were going to do in Q3, right?

**Rajesh Khosla:**

So, in the furnace, which we have announced that it will under shut down, what are you saying?

- Miraj:** So, in the previous call, we had mentioned that we are going to reline.
- Rajesh Khosla:** Yes, yes. It is the same furnace.
- Miraj:** So, we've preponed our relining. So, it will add 80 tons in this quarter itself, right? 80 tons per day.
- Rajesh Khosla:** Yes. Preponed because whenever we announced, were tentative dates and it depends on many factors. But the actual date of relining or shutdown depend upon the behaviour of the furnace which is not predictable right now with the present technologies available across the world.
- So, we have to work out the outcome of the furnace and then accordingly decide when the furnace shutdown has to be taken. So, our technical experts have confirmed that we should take this shutdown immediately which means in the end of April and that is what we have done.
- Miraj:** Understood. And sir, secondly, I just wanted to understand in terms of input cost metrics to understand our cost composition, the soda ash constituents of what percentage of total input cost?
- Rajesh Khosla:** That will be a little bit detailing of the breakup, but I can say because it depends upon so many factors like what is the cullet ratio is and what are the other things, but if you're talking by volume or by value around 12% to 13% you can say by value.
- Miraj:** By value 12% to 13%?
- Rajesh Khosla:** By volume, we are saying by 12% to 13%.
- Miraj:** Okay. So, in volume terms would cullet be the largest one?
- Rajesh Khosla:** Say it again?
- Miraj:** In volume terms, if you're looking in volume terms the largest would be cullet?
- Rajesh Khosla:** Yes, we can say like that. Largest will be cullet or largest will be sand.
- Miraj:** Okay understood. And sir, so I just want to understand one thing that if the acquisition that we are planning if it doesn't go through, by any chances that doesn't take place, then what kind of changes do we see in our own strategy for growth? Because now we are only adding 80 tons. So as a backup plan, what would be our thought process? What kind of capacities are we planning to add? Because we are at our optimum utilization right now.
- Rajesh Khosla:** Acquisition not going through is beyond our imagination. So, I don't think so, there is any amount of chance we are able to anticipate as of today that acquisition may not be going through. It's a matter of time. And the court processes take their own time. But today, I don't think so we have any chance of even thinking that it is not going to go through. it is well on track, and everything will be there.

- Miraj:** Understood. And did we get the listing date yet because the date keeps coming. So, I think last time, Sandeep sir, had mentioned that once we get the listing date, post that it would be pretty fast moving the entire court process?
- Sandeep Sikka:** Matter is getting list, but it gets deferred. Our next date is on 13th May.
- Moderator:** The next question is from the line of Zaki Nasser from Nasser Investments. Please go ahead.
- Zaki Nasser:** Sir, congratulations on a healthy set of numbers. Sir, as we have added 80 tons per annum, right now, what would be our capacity? I guess, it would be around 1,800 ton or 1,850 tons, would that be correct, sir?
- Rajesh Khosla:** Sir, 80 tons per day, sir. That is one. And since we increased 100 ton earlier, so it will be a shade below 1,800 tons, sir, for the container commercial glass.
- Sandeep Sikka:** Yes, plus 154 tons.
- Zaki Nasser:** Plus 154. Okay. Sir, and has this specialty glass plant of 154 tons fully operational now?
- Rajesh Khosla:** Yes, sir. It is fully operational. It is well on track as per planning.
- Zaki Nasser:** And sir, what would be the realization on this specialized glass?
- Rajesh Khosla:** Close to ₹65,000 tons sir.
- Zaki Nasser:** And sir, considering everything and with the shutdown of past capacity for part of the year. Do you think, again, March 25 on AGI not considering the acquisition, would the value growth would be on something like what came between FY23 and FY24.
- Rajesh Khosla:** Whatever we have committed earlier, certainly, we are going to get those numbers, sir.
- Zaki Nasser:** That would be, sir, I mean, broadly?
- Sandeep Sikka:** We have projected somewhere around 10% growth; we should be able to continue with it on the existing businesses.
- Moderator:** The next question is from the line of Pinaki Banerjee from AUM Capital Private Limited. Please go ahead.
- Pinaki Banerjee:** In FY24, the main raw material that is soda ash was quite volatile. So, what are your expectations in FY25? Is it going to stabilize, or will it be volatile as before?
- Rajesh Khosla:** Sir, soda ash is a commodity, it will be volatile. And looking to the geopolitical situations like Red Sea and earlier, which was the Russia-Ukraine war and now Israel-Iran conflict, which is fuming. So, there will be volatility. But rest assured that AGI Greenpac management is quite expert in riding these tough waves and volatility. And we have been able to get through earlier also in the tough times of COVID and other areas. And certainly, these areas will also take care as well and numbers will be taken care of as we have committed to everyone, sir.

**Pinaki Banerjee:** Okay. Sir, correct me if I'm wrong. So basically, if the soda ash prices decrease, it is a fall in our realization price side and if vice-versa is the opposite?

**Rajesh Khosla:** Sir, in a commodity type of business, I think the best way of analysis is base plus surcharge model analysis, where the base prices remain more or less stable, or an organization has to make it stable. The surcharge is up and down of the volatility of the commodities. So obviously, when the commodity prices will fall, the realization of that surcharge mechanism will certainly fall. If it goes up, it will go up.

So more important is how in these tough times, the realizations are up and down adjusted with the market and the profitability remains intact. So those are the things which we are trying to take care of.

**Pinaki Banerjee:** Okay. Sir, how much capex have we planned for FY25? And what will be the source of financing it?

**Om Prakash Pandey:** The capex for the year will be approximately ₹250 crores that we have planned.

**Pinaki Banerjee:** And so, your funding will be through internal accruals only?

**Sandeep Sikka:** Mix of internal accruals and the debt.

**Pinaki Banerjee:** Okay Sir, what is your debt repayment obligation in FY25?

**Sandeep Sikka:** Around ₹115 crores.

**Pinaki Banerjee:** Okay fine. Sir. And last question is, what is the percentage share of export at present?

**Rajesh Khosla:** Close to 8%, sir.

**Moderator:** The next question is from the line of Chandresh Malpani from Niveshaay Investment Advisors. Please go ahead.

**Chandresh Malpani:** I would like to know more about the industry dynamics. Considering that top 3, 4 players are not adding capacities. So, I just want to know at what rate the industry is growing and what are the dynamics? Are we losing any market share on that side because we are not having additional capacities to cater to the incremental demand?

**Rajesh Khosla:** Sir, if you don't mind, can you repeat your question because somewhere the voice was cracking.

**Chandresh Malpani:** Sir, I would like to know more about the industry dynamics, considering that top 3, 4 players are not adding capacity and the volume growth considering the industry where growth is high. So, I was asking about the market share, we are losing any market share?

**Sandeep Sikka:** As you would know that we are in process of acquisition of the company called Hindustan National Glass now constrained by not adding more capacity. Most of the capacity additions which we are doing are coming by way of debottlenecking of the existing facilities which we have. Our focus is more on value-added products. And once the acquisition comes through, once

we have the final approval from the respective Honourable Courts, the investors and shareholders can see the growth coming,

Glass manufacturing has a long gestation period. In the overall market scenario, there are adequate capacity today to meet the demand. That's why strategically no new capacity has been planned because it takes a long time to set up the capacity and then stabilize the capacity. That's why the market right now is growing. And the country has the capacity, and we feel that once the acquisition comes through, we should be able to maintain our growth momentum.

**Chandresh Malpani:** Okay. And sir, secondly on the HNG, their capacity is like close to 4,000 tons per day. So, what would be the current capacity that they would be operating at? And what would be our target to say in 6 months to 12 months once the acquisition is done? So where will we be targeting to reach the capacity utilization?

**Sandeep Sikka:** Right now, we are constrained under the confidentiality relating to making any disclosures on the plans of HNG. But only thing which I can say is that they have a declared capacity of 4,300 tons per day. But over last many years, they have operated in a range of 2,300 to 2,500 tons per day. That's all the disclosures which I can make today.

**Moderator:** The next question is from the line of Viraj Mahadevia from Money Grow. Please go ahead.

**Viraj Mahadevia:** Hi, my question has been answered. Thank you.

**Moderator:** The next question is from the line of Mohit Arora from Sync Research.

**Mohit Arora:** Hi, sir. Actually, my question has also been answered. Thank you so much.

**Moderator:** The next question is from the line of Miraj from Arihant Capital.

**Miraj:** If you can just let me know the volumes in Q4 for specialty and the remainder furnaces, the remainder in general?

**Sandeep Sikka:** We are disclosing annual volumes, not on a quarterly basis.

**Miraj:** Understood. And sir, in terms of understanding the industry, what would be your current capacity in the industry? Because the last figure I had was close to 8,600 tons per day. So, what would be the current industry capacity?

**Rajesh Khosla:** The problem with the glass industry is because there are a lot of small-scale industry or I can say, unorganized sector in this segment, which they are not opening up their capacities and we are not able to formalize the actual production, but looking to the data whatever data we have got available and then extrapolating the growth whatever we have got it for the last 2 years, 3 years, I can say like that, the things will be operating close to 11,000 tons a day in the container glass business.

**Miraj:** Okay. So, would it be not including the unorganized sector or is it including the unorganized?

**Rajesh Khosla:** Everything put together.

**Miraj:** Okay. Understood. And just final thing that if I got your comment correct that the FY25 growth we're expecting roughly 10%?

**Rajesh Khosla:** Yes, that is what we have committed.

**Miraj:** And that is in volume terms, right, sir?

**Rajesh Khosla:** Yes, because volume and value they go most of the time together unless until there is a fluctuation in the commodity prices.

**Miraj:** Understood and is there any other furnace that we are going to take for relining?

**Rajesh Khosla:** No. I think after this relining, we will not be relining for the next few years.

**Moderator:** The next question is from the line of Pramod Dangi from Unifi Investment Management LLP. Please go ahead.

**Pramod Dangi:** Just wanted to understand the process on the HNG. If assuming that the court verdict come in our favour on any day, whether it's the June, July, August. After that, what the timeline which we are looking at to complete this acquisition? How much time it will take? What are the procedures involving that? If you can throw some light on the process part of it?

**Sandeep Sikka:** This can only be an indicative answer because nobody can predict the timelines. But our view is, once the Supreme Court clears two set of litigation which are filed there, the proceeding for the approval of the resolution plan will start at NCLT.

And we are hopeful that should be fast. We are hopeful once the Supreme Court clears this within a matter of 2 months to 3 months, NCLT should complete the formalities relating to the sanction of the resolution plan.

**Pramod Dangi:** Okay. Good. And the second, as of now, I think we believe as you disclosed in the earlier calls, we are looking to acquire this company if it happens through the debt. Our debt had significantly gone down from ₹1,100 crores to years back to almost at ₹250 crores to ₹280 crores now. So, is there any change in the thought process? What we would be looking on the debt side?

**Sandeep Sikka:** No, right now, the view is the same. But the ultimate capital structure in terms of equity and debt once we have acquired it, we'll make a full disclosure to the stock exchanges and to the investors at that particular time.

**Moderator:** Thank you very much. The next question is from the line of Riya Mehta from Aequitas Investment. Please go ahead.

**Riya Mehta:** Sir, there was a Supreme court judgment which has said that for acquisition of HNG we have to divest some part of the Rishikesh unit which is around 400 TPD. So, could you put more light on that?

**Sandeep Sikka:** This matter has been fully explained in the order of Competition Commission of India. I would request if you can visit their website.

**Riya Mehta:** Yes, actually, I checked from there only. So, will this lead to CCI going through the entire process again? Or that's the final verdict?

**Sandeep Sikka:** CCI approval is not conditional. This was a voluntary modification from our side, which has been affected. And there's no need for a fresh CCI approval after this because a CCI approval is not conditional, it's a clean approval.

**Riya Mehta:** So, we don't have to divest any part, right?

**Sandeep Sikka:** We have to divest within the stipulated time as per the CCI.

**Riya Mehta:** That would be how many months?

**Sandeep Sikka:** No, I can't disclose. That is confidential.

**Riya Mehta:** And post divestment only will be getting the NCLT approval? Or how is it?

**Sandeep Sikka:** This is a condition subsequent to acquisition. It does not change our resolution plan in any manner, point number one. And this is not a condition precedent. This is a condition subsequent.

**Riya Mehta:** Okay. But this, you will have to do, and this is something which we had filed for a voluntary modification, right?

**Sandeep Sikka:** Yes. We cannot sell anything until unless we have acquired it.

**Riya Mehta:** Right. But without this divestment, you cannot take over the entire assets, am I right?

**Sandeep Sikka:** No, it's the other way around. We have to first acquire and then sell the Rishikesh plant.

**Riya Mehta:** Okay. Got it. And post the Rishikesh plant, what would the capacity for HNG useful, in used condition?

**Sandeep Sikka:** They are right now operating at somewhere around 2,300 to 2,500 tons per day, subtract it by 400 tons per day after that.

**Riya Mehta:** Is this the operational capacity or total capacity?

**Sandeep Sikka:** No, I'm talking only the operational capacity.

**Riya Mehta:** Operational capacity. Okay.

**Moderator:** The next question is from the line of Aman Jain from Veer Capital

**Aman Jain:** Sir, my question is regarding to the acquisition that we are doing. Recently, I was reading an article in which it was written that SBI had approached the asset reconstruction companies to sell their stake. Now if this happens, how likely is it for HNG to not go through the liquidation process? Is there any chance for that?

**Sandeep Sikka:**

You can't assess on the basis of articles which are published in media or social media. We have won the matters, both the matters on the National Company Law Appellate Tribunal, NCLT and CCI. The matter is right now subjudice before Honourable Supreme Court. As the matter is there, I would not like to opine anything on this because the matter is in front of Supreme Court. But the matters at the last appellate which is the National Company Law Appellate Tribunal.

**Aman Jain:**

Understood. Now just following through the history of this entire acquisition, earlier we had challenged order that independent sugar could not apply to a green channel route which was given in favor of independent sugar by CCI. Then there were some questions raised regarding our disclosures also and we have to pay some penalty as well. I believe it's to the amount of ₹5 lakhs. And I just want to understand that even the former Chief Justice of India they had mentioned that our disclosures should be taken in consideration. So, I just want to understand how confident are we that this will actually fall in our favor when there are so many questions being released.

**Sandeep Sikka:**

These are two separate set of litigations. One litigation is on the process, which is pending before the Supreme Court. And there is a penalty which has been applied, you can go through the SEBI order which is available on the website. The content is very self-explanatory. These are only relating to the disclosures; which industry makes as such. But we reserve our rights without prejudice, with prejudice we want to say that we are taking legal advice on the SEBI order, and we'll get back.

**Aman Jain:**

Understood. And that's my final question before I get back in the queue that I have also seen one more article in which it was written that the approval that we received from the committee of creditors, which was at 98%, while Independent Sugar has received only 88%. At the same time, we had also received an offer from one of the Special Situations Fund for roughly ₹1,100 crores of funding for the acquisition, but it was also alleged that the same fund was present and the committee of creditors. Will such a matter compromise our authority for acquisition?

**Sandeep Sikka:**

It's very difficult for us to make any opinion. You should not look at articles. You actually have to consult a lawyer then to see what the impact is and what is the underlying law and how it is impacting the whole IBC process. If you want to hear disclosures in terms of fair understanding, it is important that you consult an IBC lawyer. If anybody has any issue, anywhere, that matter get subjudice either at NCLT or NCLAT. You can have a tab of that. But you have to see on the previous cases settled across the country, either in NCLAT, NCLT or Supreme Court and plus the understanding of the law that makes the whole thing much clearer.

**Aman Jain:**

Understood, sir. All the best for going ahead. I hope this acquisition goes through.

**Moderator:**

The next question is from the line of Miraj from Arihant Capital.

**Miraj:**

No, my question has been answered.

**Moderator:**

The next question is from the line of Pravin Sharma an individual investor.

**Pravin Sharma:** Congratulations for the good set of numbers. My question is on one of the housekeeping points, which is what I see is the finance cost this year has been ₹87 crores versus ₹57 crores last year FY23, which is like 40%, 50% jump despite the borrowings coming down in FY24.

So, can someone explain me as to why the finance cost is so high in FY24? And what is our average cost of borrowing?

**Sandeep Sikka:** There has been a substantial capex in terms of when you see on a year-on-year basis. One furnace came into production in January 2023. One is the impact of that. And last year, we had done the relining as well as the debottlenecking of our existing capacity by 100 tons, for which, again, the term loans were taken. This is a net impact of the same. The overall reduction in a debt in terms of the overall cash flow requirement. But in the interim during the year, we have availed the debt facilities basis which the interest factor has been completed.

**Pravin Sharma:** So, in FY25, what should be the finance cost, it will go down from ₹87 crores, correct? Because we have reduced our borrowing.

**Sandeep Sikka:** It should reduce slightly. But again, we have a capex because one of the furnaces coming for relining, and again we are enhancing the capacity. Mr. Pandey has already said that we'll be doing somewhere around ₹200 crores plus. There will be some surplus cash, which will come from operations, which will further reduce the debt.

**Pravin Sharma:** And sir, when we do these relining like ₹200 crores of relining, which we are doing, what is the return on investment or payback period typically we look after?

**Sandeep Sikka:** We have set up a plant and these furnaces have a life range between 8 years to 10 years. At end of the life, the fuel consumption starts increasing. It's like when you have bought a car, you need to service the car. So, it is not relating to ROI of it. What you have to see overall ROI or the overall ROCE of the company. In order to even maintain that ROCE, capex is required.

**Pravin Sharma:** And in the process, we are getting 80 TPD.

**Sandeep Sikka:** Yes. And in the process, we are enhancing the capacity, which will give us higher tonnages.

**Pravin Sharma:** Okay. And sir, our gross margin this quarter was slightly lower on a year-on-year basis. So, what I assume is that this is because of the higher cost inventories? How much inventory do we keep for the raw materials?

**Sandeep Sikka:** We don't measure our operations on a gross margin basis. We measure on the EBITDA per ton basis.

**Pravin Sharma:** And EBITDA per ton in this quarter Y-o-Y basis sorry, I don't recall from the presentation, is that 15%?

**Sandeep Sikka:** When you see 12 months to 12 months, EBITDA per ton has grown somewhere around 15% to 20%.

**Pravin Sharma:** Okay. And going forward do we see maintaining it and improving it?



**Sandeep Sikka:**

Here is not an EBITDA per ton factor, it's more relating to ROE, which we look at in terms of enhancing our product profile with a factor of a number of things i.e. how our product mix change, how better we are able to upgrade our realization in terms of our offerings to our customers. It's a factor of all this. But definitely, the focus is to enhance the EBITDA per ton.

**Moderator:**

As there are no further questions, I would now like to hand the conference over to management for closing comments.

**Sandeep Sikka:**

I would like to thank everybody who joined the call today. We hope that we will have been able to answer your questions. If there are any further set of queries, please get back to us. Thank you.

**Moderator:**

On behalf of Emkay Global Financial Services, that concludes this conference. Thank you for joining us, and you may now disconnect your lines.

**Notes:**

1. This transcript has been edited for readability and does not purport to be a verbatim record of the proceedings
2. Figures have been rounded off for convenience and ease of reference
3. No part of this publication may be reproduced or transmitted in any form or by any means without the prior written consent of AGI Greenpac Limited



## ANNEXURE P13

### **HINDUSTHAN NATIONAL GLASS & INDUSTRIES LTD.**

Registered Office : 2, Red Cross Place, Post Box : 2722, Kolkata - 700 001, India

Tel. : 2254 3100, Fax : (91) (33) 2254 3130

E-mail : hngkol@hngil.com, Website : www.hngil.com

CIN - L26109WB1946PLC013294



SEC/SE/334

23<sup>rd</sup> May, 2023

1. The Dy. Manager (Listing)

**BSE LIMITED**

Phiroze Jeejeebhoy Towers,  
Dalal Street, Mumbai 400 023

**(Scrip Code: 515145)**

2. The Manager, Listing Department

**National Stock Exchange of India Ltd.,**  
Exchange Plaza, Bandra Kurla Complex,  
Bandra (E), Mumbai 400 051

**(Scrip Code: HINDNATGLS)**

3. The Secretary

**The Calcutta Stock Exchange Ltd.,**

7, Lyons range, Kolkata-700 001

**(Scrip Code: 10018003)**

**Dear Sir(s)/Madam,**

Sub: **Outcome of the Board Meeting held on 23<sup>rd</sup> May, 2023 and disclosures under Regulation 30 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 read with till date amendments**

This is to inform you that the Directors of the Company at their meeting held with the Resolution Professional today, i.e. 23<sup>rd</sup> May, 2023, *inter-alia*, have considered and approved the following matters:-

- o The Audited Standalone Financial Results of the Company for the Financial Year ended 31<sup>st</sup> March, 2023.
- o The Appointment of Shri Babulal Patni, Practicing Company as Secretarial Auditor of the Company for the FY 2023-24.

The Audited Standalone Financial Results of the Company for the Financial Year ended 31<sup>st</sup> March, 2023 as per Regulation 33(3) of SEBI (Listing Obligation and Disclosure Requirement) Regulations, 2015 alongwith the Auditors' Report and Statement on impact of Audit Qualification, duly approved by the Directors and taken on record by the Resolution Professional on recommendation of Audit Committee are enclosed for your ready reference.





## HINDUSTHAN NATIONAL GLASS & INDUSTRIES LTD.

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CIN - L26109WB1946PLC013294



The Audited Financial Results shall be published in the newspapers as per Regulation 47(1) of SEBI (Listing Obligation and Disclosure Requirements) Regulation, 2015 and would be available on the website of the Company [www.hngil.com](http://www.hngil.com).

The meeting commenced at 2.38 P.M. and concluded at 6.00 P.M.

This is for your information and records.

Thanking you,

Yours faithfully,

For Hindusthan National Glass & Industries Limited

(Alok Taparia)

Authorised Signatory

Encl: as above



**HINDUSTHAN NATIONAL GLASS & INDUSTRIES LIMITED**  
**REGISTERED OFFICE: 2 RED CROSS PLACE, KOLKATA - 700001**  
**CIN: L26109WB1946PLC013294**

**STATEMENT OF AUDITED FINANCIAL RESULTS FOR THE QUARTER & YEAR ENDED MARCH 31, 2023**

(₹ In Lakhs)

Particulars	3 Months Ended			Year Ended	
	31-03-2023	31-12-2022	31-03-2022	31-03-2023	31-03-2022
	Audited	Unaudited	Audited	Audited	
<b>Income</b>					
I. Revenue from operations	66,147.17	58,945.63	59,235.94	2,45,735.39	2,08,714.72
II. Other income	290.84	444.24	659.19	1,398.49	3,390.63
<b>III. Total Income (I+II)</b>	<b>66,438.01</b>	<b>59,389.87</b>	<b>59,895.13</b>	<b>2,47,133.88</b>	<b>2,12,105.35</b>
<b>Expenses</b>					
Cost of materials consumed	22,658.41	21,712.36	24,565.09	97,490.77	75,972.19
Changes in inventories of finished goods and work-in-progress	(588.69)	638.38	4,092.84	2,155.69	(1,568.41)
Employee benefits expense	6,674.41	4,969.42	5,479.42	21,977.83	21,231.25
Power and fuel expense	24,014.14	22,442.72	25,029.02	1,04,183.86	90,897.30
Finance costs	1,493.82	167.81	413.70	2,733.63	12,039.54
Depreciation and amortization expenses	2,326.61	2,458.36	2,936.17	10,630.97	11,899.57
Other expenses	7,943.65	7,765.16	9,456.55	31,250.81	36,486.08
<b>IV. Total expenses</b>	<b>64,522.35</b>	<b>60,154.21</b>	<b>71,972.79</b>	<b>2,70,423.56</b>	<b>2,46,957.52</b>
<b>V. Profit/(Loss) before tax (III-IV)</b>	<b>1,915.66</b>	<b>(764.34)</b>	<b>(12,077.66)</b>	<b>(23,289.68)</b>	<b>(34,852.17)</b>
<b>VI. Tax expense:</b>					
(1) Current Tax	-	-	-	-	-
(2) Deferred Tax	42.54	-	-	42.54	-
(3) Income Tax for Earlier Years	-	-	-	-	0.17
<b>Total Tax expense</b>	<b>42.54</b>	<b>-</b>	<b>-</b>	<b>42.54</b>	<b>0.17</b>
<b>VII. Profit/(Loss) for the period/year after Tax (V-VI)</b>	<b>1,873.12</b>	<b>(764.34)</b>	<b>(12,077.66)</b>	<b>(23,332.22)</b>	<b>(34,852.34)</b>
<b>VIII. Other comprehensive income</b>					
<b>Items that will not be reclassified to profit or loss</b>					
Re-measurement gains/ (losses) on defined benefit plans	(455.29)	105.95	636.26	(136.34)	425.27
Income tax relating to the above	42.54	-	-	42.54	-
<b>Total Other Comprehensive Income for the period/year</b>	<b>(412.75)</b>	<b>105.95</b>	<b>636.26</b>	<b>(93.80)</b>	<b>425.27</b>
<b>IX. Total Comprehensive Income (comprising of Profit/(Loss) and other comprehensive income for the period/year) (VII + VIII)</b>	<b>1,460.37</b>	<b>(658.39)</b>	<b>(11,441.40)</b>	<b>(23,426.02)</b>	<b>(34,427.07)</b>
Paid-up equity share capital (face value per share ₹ 2/-)	1,791.07	1,791.07	1,791.07	1,791.07	1,791.07
Other equity				(1,01,553.92)	(78,427.00)
<b>X. Earnings per equity share (EPS)</b>					
(1) Basic & Diluted (not annualised for Quarterly figures)	2.09	(0.85)	(13.49)	(26.05)	(38.92)

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## STATEMENT OF ASSETS AND LIABILITIES

₹ In Lakhs

Particulars	Audited As at 31-03-2023	Audited As at 31-03-2022
<b>ASSETS</b>		
<b>1. Non-Current Assets</b>		
(a) Property, Plant and Equipment	1,58,412.16	1,63,400.83
(b) Capital Work-in-Progress	2,405.25	8,309.60
(c) Right-of-use Assets	4,735.68	4,801.26
(d) Other Intangible Assets	0.24	0.40
(e) Financial Assets		
(i) Investments	131.66	119.88
(ii) Other Financial Assets	7,956.26	7,552.03
(f) Other Non-Current Assets	608.02	651.01
	<b>1,74,249.27</b>	<b>1,84,835.01</b>
<b>Current assets</b>		
(a) Inventories	42,516.29	42,409.35
(b) Financial Assets		
(i) Investments		
(i) Trade Receivables	29,961.42	34,661.94
(ii) Cash and Cash Equivalents	21,287.53	15,861.94
(iii) Bank Balances other than Cash and Cash Equivalents	1,203.65	1,199.98
(iv) Other Financial Assets	652.98	966.88
(c) Current Tax Assets (Net)	595.10	399.51
(d) Other Current Assets	13,903.51	13,900.24
	<b>1,10,120.48</b>	<b>1,09,399.84</b>
<b>Total Assets</b>	<b>2,84,369.75</b>	<b>2,94,234.85</b>
<b>EQUITY AND LIABILITIES</b>		
<b>Equity</b>		
(a) Equity Share Capital	1,791.07	1,791.07
(b) Other Equity	(1,01,553.92)	(78,426.69)
	<b>(99,762.85)</b>	<b>(76,635.62)</b>
<b>LIABILITIES</b>		
<b>1. Non-Current Liabilities</b>		
(a) Financial Liabilities		
(i) Borrowings	-	14,574.51
(ii) Lease Liabilities	3.75	3.74
(iii) Other Financial Liabilities	31.00	368.67
(b) Provisions	1,594.70	3,203.31
(c) Deferred Tax Liabilities (Net)	-	-
(d) Other Non-Current Liabilities	901.86	4,147.14
	<b>2,531.31</b>	<b>22,297.37</b>
<b>2. Current Liabilities</b>		
(a) Financial Liabilities		
(i) Borrowings	2,26,364.70	2,07,925.11
(ii) Lease Liabilities	0.52	0.50
(iii) Trade Payables		
Total Outstanding dues of Micro Enterprises & Small Enterprises	12,211.72	5,476.24
Total Outstanding dues of Creditors Other than Micro Enterprises & Small Enterprises	43,713.94	39,417.65
(iv) Other Financial Liabilities	87,615.96	87,305.96
(b) Current Tax Liability (Net)	94.19	94.19
(c) Other Current Liabilities	8,006.32	8,095.07
(d) Provisions	3,593.94	258.38
	<b>3,81,601.29</b>	<b>3,48,573.10</b>
<b>Total Liabilities</b>	<b>3,84,132.60</b>	<b>3,70,870.47</b>
<b>Total Equity and Liabilities</b>	<b>2,84,369.75</b>	<b>2,94,234.85</b>

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## STATEMENT OF CASH FLOW FOR THE YEAR ENDED MARCH 31, 2023

₹ In Lakhs

Particulars	For the Year ended 31st March 2023	For the Year ended 31st March 2022
<b>Cash Flow from Operating activities</b>		
Loss before tax	(23,289.68)	(34,852.18)
<b>Non-cash adjustments to reconcile profit/(loss) before tax to net cash flows</b>		
Depreciation/ Amortisation	10,630.97	11,899.57
Loss/ (profit) on sale/ discard of Property Plant and Equipment/ CWIP	2.78	194.67
Bad Debts and Impairment allowances for trade receivables	72.97	123.80
Interest Income	(306.59)	(286.16)
Fair value (Gain)/Loss in Investment	(11.78)	(2.54)
Notional Interest Income on ICD	(146.34)	(585.37)
Notional Interest Expense on ICD	490.74	433.61
Finance Costs	2,242.89	11,605.93
Liability no longer required written back	(29.37)	(1,388.36)
<b>Operating Cash flow before exceptional items and working capital changes</b>	<b>(10,343.41)</b>	<b>(12,857.03)</b>
<b>Less: exceptional items</b>		
<b>Operating cash flow before working capital changes</b>	<b>(10,343.41)</b>	<b>(12,857.03)</b>
<b>Movement in working capital :</b>		
Increase/(Decrease) in Trade Payables, Other Current Liabilities, Other Current Financial Liabilities and Provisions	11,030.36	20,663.59
Decrease/(Increase) in Trade Receivables	4,627.55	(243.09)
Decrease/(Increase) in Inventories	(106.94)	2,570.94
Decrease/(Increase) in Other Current/Other Non Current Financial Assets and Other Current/ Other Non Current Asset	(88.97)	(5,719.81)
<b>Cash generated from Operations</b>	<b>5,118.59</b>	<b>4,414.60</b>
Direct taxes (paid)/Refunds (net)	(195.59)	4.66
<b>Net Cash Flow from Operating activities (A)</b>	<b>4,923.00</b>	<b>4,419.26</b>
<b>Cash Flow from Investing activities</b>		
Purchase of Property Plant and Equipment, intangible assets, Capital Work in Progress and Capital Advances	389.88	(758.38)
Proceeds from sale of Property Plant and Equipment	4.02	21.34
Proceeds from Treasury Shares	-	958.78
Redemption / (Investment) in bank deposits with maturity more than 3 months	(5.81)	127.12
Interest received	278.20	157.39
Dividend received from Non Current Investments	-	-
<b>Net Cash Flow from/(used in) Investing activities (B)</b>	<b>666.29</b>	<b>506.25</b>
<b>Cash Flow from Financing activities</b>		
Proceeds from borrowings	-	-
Repayment of long term borrowings	(0.00)	(1,331.26)
Net repayment of Short term borrowings	-	(2,901.99)
Interest paid	(163.70)	(256.93)
<b>Net Cash Flow used in Financing activities (C)</b>	<b>(163.70)</b>	<b>(4,490.18)</b>
<b>Net Increase/(decrease) in cash and cash equivalents (A+B+C)</b>	<b>5,425.59</b>	<b>435.33</b>
Cash and cash equivalents at the beginning of the year	15,861.94	15,426.61
<b>Cash and cash equivalents at the end of the year</b>	<b>21,287.53</b>	<b>15,861.94</b>
<b>Components of Cash and Cash Equivalents</b>		
<b>Balances with banks:</b>		
In current accounts	18,281.49	15,854.02
In deposit accounts & Dividend accounts	3,000.00	2.01
Cash in hand	6.04	5.91
<b>Total cash and cash equivalents</b>	<b>21,287.53</b>	<b>15,861.94</b>

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**Notes :**

1 The Hon'ble National Company Law Tribunal (NCLT), Kolkata Bench, vide its order dated October 21, 2021 had admitted the Company for initiation of Corporate Insolvency Resolution Process (CIRP) under the Insolvency and Bankruptcy Code, 2016 (IBC) ("the Code") and appointed Mr Girish Siriram Juneja having Registration no IDBI/IPA-001/IP-P00999/2017-18/11646 as the Interim Resolution Professional. In a appeal filed by the promoters with NCLAT opposing the admission of the Company to Insolvency the Hon'ble NCLAT New Delhi stayed the Constitution of the CoC (Committee of Creditors) by its order dated October 28, 2021. Subsequently NCLAT vide its order dated January 18, 2022 vacated the stay on the formation of COC. Thereafter at the 1st Meeting of the Committee of Creditors of the Company held on January 28, 2022 the evoting results of which concluded on February 9, 2022, the Interim Resolution Professional Mr Girish Siriram Juneja was appointed as the Resolution Professional (RP) and he is being supported in the CIRP by EY Restructuring LLP as the Insolvency Professional Entity.

As per the CIRP timelines, the 180 days of the CIRP period (excluding 82 days of stay period) expired on July 10, 2022. The RP had filed an application for extension with the Hon'ble National Company Law Tribunal, Kolkata Bench seeking an extension of a period of 90 days till October 08, 2022 under Section 12(2) of the Code and the same was approved. RP filed for further extention of a period of 30 days and the same was also approved making the last date of CIRP as November 06, 2022. As per the provision of IBC 2016, the RP had initiated the resolution process for the Company by inviting expression of interest through publication of Form G on March 25, 2022. RP received various Expression of Interests from different applicants and he received resolution plans on July 25, 2022. On October 28, 2022, the resolution plan submitted by AGI Greenpac Limited (AGI) has been approved by the CoC and accordingly, the RP has filed the plan for approval with the Hon'ble NCLT, Kolkata bench on November 05, 2022 which is pending as on date. However, some related applications has been filed with Hon'ble NCLAT, New Delhi, the outcome of same is pending till date.

2 The above financial results which are in accordance with Regulation 33 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 read with SEBI circular dated July 05, 2016, have been prepared by the management, reviewed by the Audit Committee and approved in the meeting of Directors chaired by RP held on May 23, 2023. The RP has relied upon the assistance provided by the members of the Audit Committee in review of the financial results and certifications, representations and statements made by Directors of the Company in relation to these financial results. As authorised, one of the Directors have signed the financial results and the RP has taken on record the said statement of financial results only to the limited extent of discharging the powers of the Board of Directors of the Company which has been conferred upon him in terms of provisions of Section 17 of the Code.

3 The Company has one operating business segment viz. Manufacturing and Selling of Container Glass Bottles and all other activities are incidental to the same.

4 During March 2019 to September 2021, State Bank of India, the lead banker, had appropriated a sum of Rs. 55,002 lakhs out of promoter contribution, internal accruals and the cut back for repayment to the lenders of the consortium. The Company has adjusted the same from the Principal obligation of the debt.

5 During the year, one of the lender has sold the pledged 18,83,204 equity shares of the company held by M/s ACE Trust in which the Company has sole beneficial interest for Rs 298.91 lakhs and the same has been adjusted towards the principal obligation of the debt. As on date an aggregate amount of Rs. 1,716.89 lakhs has been adjusted against principal obligation of debt with credit to Capital reserve.

6 As per the IBC, the RP has received, collated, verified the claims submitted by the creditors of the Company till October 03, 2022. The RP received claims amounting to ₹. 3,54,347 lakhs from Financial Creditors (including ₹. 20,838 lakhs from unsecured financial creditors) and after verification admitted a sum of ₹. 3,54,331 lakhs (including ₹. 20,838 lakhs from unsecured financial creditors) as claims of Financial creditors having books balance of ₹. 3,10,012 lakhs and remaining amount of ₹. 16 lakhs has been rejected. Further, RP has received claims from the varlous classes of operational/ other creditors totalling to ₹. 29,551 lakhs out of which ₹. 5,327 lakhs has been rejected and claims of ₹. 24,224 lakhs has been admitted against the company as per the provisions of IBC 2016. Pending reconciliation of the claims admitted with the books of accounts, the impact of such claims, if any, that may arise has not been considered in the preparation of the aforesaid financial results as on March 31, 2023.

7 The finance cost on borrowing including Non - Convertible Debenture issued by Company has been calculated only till October 21, 2021 (CIRP admission date) and accordingly no further provision including for the quarter and year ended March 31, 2023 has been done.

8 Outstanding ECB borrowing (as per books) of USD 641.27 lakhs as on March 31, 2023 has been reinstated at an exchange rate of Rs 74.7635 per USD being rate as prescribed in www.fbil.org.in as on October 21, 2021 being date of admission for CIRP.

9 In consonance with the stipulations contained in Section 14 of the Code, a moratorium has been declared vide the Order dated October 21, 2021 passed by the Hon'ble NCLT, inter alia, prohibiting the following:

- a. the Institution of suits or continuation of pending suits or proceedings against the Corporate Debtor including execution of any judgement, decree or other 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.

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10 As required by Clause 52(4) of the Listing Obligations and Disclosure Requirements Regulations 2015, given below are the details pertaining to the Company:

Particulars	3 Months Ended			Year Ended	
	31-03-2023	31-12-2022	31-03-2022	31-03-2023	31-03-2022
Net worth (₹. in lakhs)	(1,37,906.20)	(1,30,825.89)	(1,05,964.81)	(1,37,906.20)	(1,05,964.81)
Debt equity ratio*	(2.27)	(2.24)	(2.95)	(2.27)	(2.95)
Debt service coverage ratio (DSCR) (Refer Note 5 above)	-	-	(11.46)	(33.20)	(0.95)
Interest service coverage ratio (ISCR) (Refer Note 7 above)	-	6.05	(35.53)	-	(0.91)
Outstanding Redeemable Preference Share (Quantity & Value)	NA	NA	NA	NA	NA
Capital Redemption Reserve/Debenture Redemption Reserve	NA	NA	NA	NA	NA
Net Profit After Tax (₹ in lakhs)	1,873.12	(764.34)	(12,077.66)	(23,332.22)	(34,852.34)
Earning Per Share (in ₹)	2.09	(0.85)	(13.49)	(26.05)	(38.92)
Current Ratio (Current Assets/Current Liabilities)	0.29	0.27	0.31	0.29	0.31
Long Term Debt to Working Capital	(3.54)	(0.78)	(0.88)	(3.54)	(0.88)
Bad Debts to Account Receivable Ratio (Bad Debts/Trade Receivable)	-	-	-	-	0.00
Current Liability Ratio (Current Liabilities/Total Liabilities)	0.99	0.99	0.94	0.99	0.94
Total Debts to Total Assets (Borrowings/Total Assets)	0.80	0.81	0.77	0.80	0.77
Debtors Turnover (Sale of Finished Goods/Average Debtors)	2.13	1.95	1.71	7.59	6.01
Inventory Turnover (Sale of Finished Goods/Average Inventory)	1.55	1.48	1.36	5.77	4.76
Operating Margin (%) ((EBIT and exceptional item less other income)/revenue from operations)	0.05	(0.20)	(0.22)	(0.09)	(0.24)
Net Profit Margin (%) (Net Profit for the period/Revenue from Operations)	0.03	(0.01)	(0.20)	(0.09)	(0.17)

Formula:  
 Debt Equity Ratio = Debt/Equity (\* The Debt Equity Ratio has been shown as negative as the denominator is in negative.)  
 DSCR = Profit before Depreciation, Interest and Tax (PBDIT)/(Interest Expense on Long Term Debt + Principal Repayment pertaining to Long Term Debt)  
 ISCR = PBDIT/Interest Expense  
 Debt = Long Term Borrowings + Short Term Borrowings + Current Maturities of Long Term Borrowings + Lease Liabilities  
 Networth = Total Equity - Revaluation Reserve(Net of Depreciation) - Capital Reserve

11 The Company has been admitted for initiation of CIRP process under the IBC code and accordingly the Company has been granted a moratorium from paying off the debts till the approval of resolution plan. Debentures being part of the same, is no more payable separately.

12 The Company had reported losses during the year as well as in earlier years. Hence, the net worth of the Company has been eroded.

There is strain on the working capital and operations of the Company and it is undergoing significant financial stress. As stated in Note No. 1, CIRP process was initiated in respect of the Company w.e.f October 21, 2021. The Company has assessed that the use of the going concern assumption is appropriate in the circumstances ,pending the CIRP process and these financial results have therefore been prepared on a going concern assumption considering the following :

- a) The Code requires the RP to, among other things, run the Company as a going concern during CIRP.
- b) The RP, in consultation with the Committee of Creditors ('CoC') of the Company, in accordance with the provisions of the IBC, is making all endeavors to run the Company as a going concern along with the assistance of the management of the company considering the future business outlook and the continuity in the operations of the company.
- c) A resolution plan submitted by AGI, one of the bidders, has been accepted by CoC and the same has been submitted to Hon'ble NCLT, Kolkata Bench for its approval.

13 As a part of the CIRP, the RP had appointed BDO India LLP for conducting transaction audit as per section 43, 45, 50 and 66 of the Code. The RP has filed an application under section 66 of the code with the Hon'ble NCLT, Kolkata bench and the matter is pending for decision till this date.

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14 a. The amount repaid to lenders (as mentioned in note no. 4) and/ or recovered by them including executing securities etc. (as mentioned in note no. 5), have been adjusted against principal amount outstanding. The amount payable to the lenders in respect of outstanding amount including interest thereagainst is subject to confirmation and determination and consequential reconciliation thereof pending finalisation of resolution plan by the Hon'ble NCLT, Kolkata Bench as on this date.

b. Certain debit and credit balances including borrowings and interest thereupon, clearing account (other than inter-unit balances), trade and other payables, advance from customers, loans and advances, other current assets and certain other liabilities are subject to reconciliation with individual details and balances and confirmation thereof.

c. There are indicators present in the company both internal and external for impairment testing. During the current year, company has appointed an external agency for impairment and based on the outcome of the report of the external agency, there is no adjustment on account of impairment has been considered necessary.

d. Adjustments/ impact if any, in respect of (a), (b) and (c) above will be recognized on approval of the resolution plan by the Hon'ble NCLT and determination of the amount thereof and will then be given effect to in the books of accounts.

15 In terms of the provisions of regulations 54(2) of SEBI (LODR) Regulation, Non-Convertible Debentures issued to LIC of India are secured by first charge ranking pari-passu on all immovable properties by way of equitable mortgage and hypothecation of all moveable properties both present and future of the Company.

16 Finance Cost for the quarter and year ended March 31, 2023 Includes ₹1,441.79 Lakhs and ₹ 2,083.09 Lakhs respectively provided towards interest to MSME vendors on the basis of the relevant declarations received during the year from the respective vendors regarding their status as defined under the Micro, small and Medium Enterprise Development Act, 2006.

17 The figures for the quarter ended 31st March are the balancing figures between audited figures in respect of the full financial years ended 31st March and the published unaudited year to date figures up to 31st December being the end of the 3rd quarter of the respective financial year, which were subject to limited review by the statutory auditors of the company.

18 Figures of the previous period/year have been regrouped / re-arranged wherever considered necessary to make them comparable with those of current periods' figures.

**For HINDUSTHAN NATIONAL GLASS & INDUSTRIES LIMITED**

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**Sanjay Somany**

(Director)

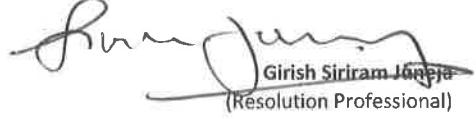
DIN: 00124538

Date : May 23, 2023

Place : Rishikesh

**(Power of the Board are suspended from the Insolvency Commencement date)**

**For HINDUSTHAN NATIONAL GLASS & INDUSTRIES LIMITED  
TAKEN ON RECORDS**

  
**Girish Siriram Joneja**  
(Resolution Professional)

Date : May 23, 2023

Place : Kolkata



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## **Independent Auditors' Report**

**The Resolution Professional**  
**Hindusthan National Glass & Industries Limited**  
**(A Company under Corporate Insolvency Resolution Process vide NCLT Order)**  
**IP Registration No.: IBBI/IPA-001/IP-P00999/2017-18/11646**

### **Report on the Audit of the Annual Financial Results**

#### **Qualified Opinion**

We have audited the accompanying statement of financial results ("the Statement") of **HINDUSTHAN NATIONAL GLASS & INDUSTRIES LIMITED** ("the Company") for the quarter and year ended 31<sup>st</sup> March, 2023, attached herewith, being submitted by the Company pursuant to the requirements of Regulation 33 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time (the "Listing Regulations"). The financial results have been initialled by us for the purpose of identification.

In our opinion and to the best of our information and according to the explanations given to us, the Statement:

- i. are presented in accordance with the requirements of Regulations 33 of the Listing Regulations in this regard; and
- ii. except for the possible effects of the matter described in 'Basis for Qualified Opinion' paragraph below, gives a true and fair view in conformity with the applicable accounting standards and other accounting principles generally accepted in India, of the profit/ (loss) (including other comprehensive income) and other financial information of the Company for the quarter and year ended March 31, 2023.

#### **Basis for Qualified Opinion**

Attention is drawn to the followings:

- a) Note No. 12 of the financial results which states that the company has accumulated losses and its net worth has been eroded. The company has incurred net loss during the current year and in the earlier year(s), the company's current liabilities exceed its current assets and the company has a high debt-equity ratio (Debt being Rs. 2,26,368.97 lakhs and Equity being Rs. (99,762.85) lakhs) as at 31st March, 2023, earnings per share is negative. In our opinion, based on the above, the company does not appear to be a going concern. Pending approval of the resolution plan as stated in Note No. 1 of the financial results the status of the Company being going concern and impact arising therefrom as such cannot be commented upon by us.
- b) Pursuant to the initiation of Corporate Insolvency Resolution Process ("CIRP"), RP had appointed Transactional Auditors for conducting the transaction audit as per section 43 to 50 and 66 of the Insolvency and Bankruptcy Code, 2016 (hereinafter referred to as "the Code"). The transaction auditor vide their report dated 9th September, 2022 has identified certain transactions to be classified under section 66 of the Code and accordingly the RP has filed an application under section 66 of the Code with the NCLT, the final decision and outcome thereof as such is pending as on the date. Thereby, future course of action and impact due to this being dependent on the decision of the NCLT presently cannot be commented upon by us.



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- c) Note no. 4 of the financial results, regarding appropriation of payments made by the company during March, 2019 to September, 2021 by the Lead Banker against outstanding loans and adjustment by the management and interest calculations thereon. In the absence of any balance confirmation from the lenders and consequent reconciliation with the outstanding balances, impact thereof, if any, on the reported figures, cannot be ascertained. Also, Refer Note No. 6 of the financial results regarding the pending reconciliations of admitted claims of financial creditors, operational creditors and others with the books of accounts, impact if any that may arise has not been ascertained and/ or considered in the preparation of the financial results for the quarter and year ended 31st March, 2023.
- d) Note no. 7 of the financial results regarding the non-accounting of interest of Rs. 28,639.27 lakhs (Rs. 5,177.27 Lakhs for current quarter) as calculated by the company on outstanding borrowings (including Non-Convertible Debentures) post initiation of Corporate Insolvency Resolution Process ('CIRP') with effect from 21st October, 2021 under Section 14 of the Code.
- e) Note no. 8 of the financial results, the company has restated the ECB borrowings of USD 641.27 lakhs at foreign currency exchange rate of Rs. 74.7635 per USD as on 21st October, 2021 (date of initiation of CIRP) as against exchange rate of Rs. 82.2169 per USD as on 31st March, 2023 and thereby the exchange loss of Rs. 4,779.64 lakhs including Rs. 669.23 lakhs pertaining to the previous year has not been reinstated in the books of accounts. Interest outstanding on the said ECB borrowings amounting to USD 120.30 Lakhs has also not been restated, however, the amount on the same is currently not ascertainable.
- f) Rs. 1,238.42 lakhs were set aside in FY 2019-20 by the Members of the Lenders' Consortium towards corpus fund for meeting legal expenses, out of which, claim amounting to Rs. 131.24 lakhs have been accounted for based on the details submitted by the bank in earlier year, however no proper supporting, documents etc. from the bank are not available. The remaining amount of Rs. 1,107.18 lakhs is lying unadjusted in the books of accounts as on 31st March, 2023, which is subject to confirmation from the bank.
- g) Note No. 14(b) regarding non-reconciliation of certain debit and credit balances with individual details and confirmations etc. Adjustments/ impact if any, as stated in the said note including those arising on approval of the resolution plan pending ascertainment thereof has not been given effect to in the financial results.
- h) Impact with respect to point no. (c), (d), (e), (f) and (g) are currently not ascertainable pending approval of resolution plan and completion of CIRP Process.

In our opinion and to the best of our information, according to the explanations given to us, the Statement, except for the matters described in paras (a) to (h) above, are presented in accordance with the requirements of Regulation read with Circular in this regard and the annual audited financial results for the year ended 31st March, 2023 as set out in the Statement gives a true and fair view of the total comprehensive income (comprising of profit/ (loss) and other comprehensive income) and other financial information of the Company for the year ended March 31, 2023 in accordance with the accounting principles generally accepted in India.



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**West Bengal**

We conducted our audit in accordance with the Standards on Auditing (SAs) specified under section 143(10) of the Companies Act, 2013 as amended ("the Act"). Our responsibilities under those Standards are further described in the "Auditor's Responsibilities for the Audit of the Financial Results" section of our report. We are independent of the Company in accordance with the Code of Ethics issued by the Institute of Chartered Accountants of India together with the ethical requirements that are relevant to our audit of the financial results under the provisions of the Act and the Rules there under, and we have fulfilled our other ethical responsibilities in accordance with these requirements and the ICAI's Code of Ethics. We believe that the audit evidence obtained by us is sufficient and appropriate to provide a basis for our qualified opinion on the annual financial results.

### **Management's Responsibilities for the Annual Financial Results**

The Statement of the Company for the year ended 31st March, 2023 have been taken on record by the Resolution Professional (hereinafter referred to as "the RP") while discharging the power of the Board of Directors of the Company which were conferred on him in terms of the provision of section 17 of the Code. For the said purpose as explained in Note no. 1 of the financial results, the RP has relied upon the certification, representations, statements and other relevant information provided by the Directors and other Officers of the Company in relation to the Statement.

The RP and the Directors of the Company are responsible for the matters stated in section 134(5) of the Act with respect to the preparation of the Statement that gives a true and fair view of the financial position, financial performance (including other comprehensive income), changes in equity and cash flows of the Company in accordance with the accounting principles generally accepted in India, including the Indian Accounting Standards (Ind AS) notified under section 133 of the Act read with the Companies (Indian Accounting Standards) Rules, 2015, as amended. This responsibility also includes maintenance of adequate accounting records in accordance with the provisions of the Act for safeguarding of the assets of the Company and for preventing and detecting frauds and other irregularities; selection and application of appropriate accounting policies; making judgments and estimates that are reasonable and prudent; and design, implementation and maintenance of adequate internal financial controls, that were operating effectively for ensuring the accuracy and completeness of the accounting records, relevant to the preparation and presentation of the Statement that gives a true and fair view and are free from material misstatement, whether due to fraud or error.

In preparing the financial results, the RP and the Directors of the Company is responsible for assessing the Company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless the RP and the Directors either intends to liquidate the Company or to cease operations, or has no realistic alternative but to do so.

The RP and the Directors are also responsible for overseeing the Company's financial reporting process.

### **Auditors' Responsibilities for the Audit of the Annual Financial Results**

Our objectives are to obtain reasonable assurance about whether the Statement as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not a guarantee that an audit conducted in accordance with SAs will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of the Statement.

As part of an audit in accordance with SAs, we exercise professional judgment and maintain



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- Identify and assess the risks of material misstatement of the Statement, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances. Under Section 143(3)(i) of the Act, we are also responsible for expressing our opinion on whether the company has adequate internal financial controls with reference to the Statement in place and the operating effectiveness of such controls.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by the Management and the Board of Directors.
- Conclude on the appropriateness of the Management, the Board of Directors' and the RP's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial results or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Company to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the Statement, including the disclosures, and whether the Statement represents the underlying transactions and events in a manner that achieves fair presentation.

Materiality is the magnitude of misstatements in the financial results that, individually or in aggregate, makes it probable that the economic decisions of a reasonably knowledgeable user of the Financial Results may be influenced. We consider quantitative materiality and qualitative factors in (i) planning the scope of our audit work and in evaluating the results of our work; and (ii) to evaluate the effect of any identified misstatements in the Financial Results.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

We also provide those charged with governance with a statement that we have complied with relevant ethical requirements regarding independence, and to communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, related safeguards.

#### **Other Matters**

- (a) The Statement includes the results for the quarter ended 31st March, being the balancing figure between the audited figures in respect of the full financial year and the published year-to-date figures up to 31st December of the relevant financial year, which were subject to limited review by us, as required under the Listing Regulations.



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(b) The review of the comparative audited financial results for the quarter and year ended 31st March, 2022 included in the Statement was jointly conducted and reported by the joint auditors. One of them is predecessor audit firm and had expressed a qualified opinion vide their review report dated 24th May, 2022. Reliance has been placed on the figures and other information incorporated for the purpose of the financial results.

Our opinion is not modified in respect of the matters stated in (a) and (b) above.

**For Lodha & Co**  
**Chartered Accountants**  
**Firm Registration No.: 301051E**

*I Choudhury*  
**Indranil Choudhury**  
**Partner**  
**Membership No. 058940**  
**UDIN:23058940BGWFYK2152**

**Place: Kolkata**  
**Date: May 23, 2023**



**For J K V S & CO**  
**Chartered Accountants**  
**Firm Registration No.: 318086E**

*Ajay Kumar*  
**Ajay Kumar**  
**Partner**  
**Membership No.: 068756**  
**UDIN: 23068756BGZELE1018**

**Place: Kolkata**  
**Date: May 23, 2023**

**Statement on impact of Audit Qualifications for the Financial Year ended March 31, 2023**

Particulars	Audited Figures (as reported before adjusting for qualifications)	Audited Figures (audited figures after adjusting for qualifications)
Turnover/ Total Income	2,47,133.88	Not Applicable
Total Expenditure	2,70,423.56	
Net Profit/ (Loss)	(23,332.22)	
Earnings Per Share	(26.05)	
Total Assets	2,84,369.75	
Total Liabilities	3,84,132.60	
Net Worth	(1,37,906.20)	
Any other financial item (as felt appropriate by the management)	Nil	

**a. Details of Audit Qualification:**

- (i) Qualification regarding Going Concern.
- (ii) Qualification regarding final decision and outcome of Corporate Insolvency Resolution Process (CIRP).
- (iii) Qualification regarding adjustment against outstanding loan balances.
- (iv) Qualification regarding non accounting of interest post initiation of CIRP.
- (v) Qualification regarding reinstatement of ECB Borrowing and related interest.
- (vi) Qualification regarding set aside corpus fund by consortium lenders for meeting legal expenses.
- (vii) Qualification regarding non-reconciliation of certain debit and credit balances.

**b. Type of Audit Qualification: Qualified Opinion.**

**c. Frequency of qualification:**

- (i) Qualification (i) is continuing since March'18.
- (ii) Qualification (ii) is from March'23.
- (iii) Qualification (iii) is continuing since March'19.
- (iv) Qualification (iv) is continuing since March'22.
- (v) Qualification (v) is continuing since March'22.
- (vi) Qualification (vi) is continuing since March'22.
- (vii) Qualification (vii) is continuing since March'22.

**d. For Audit Qualification(s) where the impact is quantified by the auditor, Management's Views: Not Applicable**

- (a) Management's estimation on the impact of audit qualification: Not Applicable in all the above cases.
- (b) If management is unable to estimate the impact, reasons for the same:
  - (i) The management / RP is of the view that they are making best efforts to achieve favorable order in ongoing litigations in order to protect the value of its assets and is making efforts to revive operations. As per rules and regulations of the Corporate

Insolvency Resolution Process (CIRP) stipulated under the Insolvency and Bankruptcy Code, 2016, RP has invited Resolution Plans from the eligible Prospective Resolution Applicants (PRA). RP received various Expression of Interests from different applicants, and he received resolution plans on July 25, 2022. On October 28, 2022, the resolution plan submitted by AGI Greenpac Limited (AGI) has been approved by the CoC and accordingly, the RP filed the plan for approval with the Hon'ble NCLT, Kolkata bench on November 05, 2022 which is pending as on date. In line with the objective of the IBC to run the company as Going Concern, the financial results for the Quarter and year ended 31st March 2023 have been prepared on Going Concern basis. In view of the Management and the RP, the going concern assumption considered for the preparation of financial results has not been vitiated. The ultimate outcome can only be ascertained after initiation of resolution plan.

**e. Auditors' Comments on (a) or (b) above:**

- (i) The final outcome of the Resolution Plan submitted by RP is pending.

Girish Siriram Juneja (Resolution Professional) Chairman – Audit Committee	
Sanjay Somany Director	SANJAY SOMANY Digitally signed by SANJAY SOMANY Date: 2023.05.23 18:16:17 +05'30'
Ratna Kumar Daga Independent Director	RATNA KUMAR DAGA Digitally signed by RATNA KUMAR DAGA Date: 2023.05.23 18:15:31 +05'30'
Bimal Kumar Garodia President & CFO	
For Lodha & Co Chartered Accountants FRN :301051E Indranil Choudhary Partner Membership No. 058940	
For JKVS & CO Chartered Accountants FRN : 318086E Ajay Kumar Partner Membership No. 068756	

Place: Kolkata

Date: 23<sup>rd</sup> May, 2023



## HINDUSTHAN NATIONAL GLASS & INDUSTRIES LTD.

Registered Office : 2, Red Cross Place, Post Box : 2722, Kolkata - 700 001, India

Tel. : 2254 3100, Fax : (91) (33) 2254 3130

E-mail : hngkol@hngil.com, Website : www.hngil.com

CIN - L26109WB1946PLC013294

SEC/SE/358

August 8, 2023



1. The Dy. Manager (Listing)

**BSE LIMITED**

Phiroze Jeejeebhoy Towers,  
Dalal Street, Mumbai 400 023  
**(Scrip Code: 515145)**

2. The Manager, Listing Department

**National Stock Exchange of India Ltd.,**  
Exchange Plaza, Bandra Kurla Complex,  
Bandra (E), Mumbai 400 051  
**(Scrip Code: HINDNATGLS)**

3. The Secretary

**The Calcutta Stock Exchange Ltd.,**  
7, Lyons range, Kolkata-700 001  
**(Scrip Code: 10018003)**

**Dear Sir(s)/Madam,**

**Sub: Outcome of the Meeting held on 8<sup>th</sup> August, 2023 and disclosures under Regulation 30 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 read with till date amendments**

This is to inform you that the Directors of the Company at their meeting held with the Resolution Professional today, i.e. 8<sup>th</sup> August, 2023, *inter-alia*, have considered and approved the following matters:-

1. The Unaudited Financial Results of the Company for the quarter ended 30<sup>th</sup> June, 2023 were considered and approved by the Directors of the Company (whose powers have been suspended vide order of the Hon'ble NCLT dated 21<sup>st</sup> October, 2021) and the Resolution Professional (RP). The copy of the approved Results, along with the Limited Review Report of the Joint Statutory Auditors are enclosed herewith for your information and records.
2. The Directors & RP approved the appointment of M/s. JKVS & Co., Chartered Accountants as Statutory Auditors of the Company (subject to approval of the Members of the Company in the ensuing AGM).
3. The Directors & RP also approved the appointment of M/s Grant Thornton Bharat LLP as Internal Auditors of the Company.
4. The date of the 77<sup>th</sup> Annual General Meeting (AGM) of the Company has been scheduled to be held on Tuesday, 12<sup>th</sup> September, 2023. Pursuant to Section 91 of the Companies Act, 2013 and Regulation 42 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 the Register of Members and Share Transfer Books of the Company will remain closed from Wednesday, 6<sup>th</sup> September, 2023 to Tuesday, 12<sup>th</sup> September, 2023 (both days inclusive) for the purpose of Annual General Meeting of the Company.



Annexure Sheet

**HINDUSTHAN NATIONAL GLASS  
& INDUSTRIES LTD.**

The extracts of Unaudited Financial Results of the Company shall be published in the newspaper as per Regulation 47(1) of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 read with till date amendments and would be also available on the website of the Company [www.hngil.com](http://www.hngil.com).

The meeting commenced at 3.00 P.M. and concluded at 6.15 P.M.

Thanking you,

Yours faithfully,

For **Hindusthan National Glass & Industries Limited**

Pritha Bose  
(Pritha Bose)  
Company Secretary



Encl: as above

**LODHA & CO**  
**2nd Floor, Esplanade Mansion**  
**14, Government Place East, Kolkata**  
**West Bengal 700069**

**J K V S & CO**  
**5A, Nandlal Jew Road**  
**Kolkata – 700026**  
**West Bengal**

**Independent Auditor's Review Report on the Quarterly Unaudited Financial Results of the Company Pursuant to the Regulation 33 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended**

To,  
**The Resolution Professional**  
**Hindusthan National Glass & Industries Limited**  
**(A Company under Corporate Insolvency Resolution Process vide NCLT Order)**  
**IP Registration No.: IBBI/IPA-001/IP-P00999/2017-18/11646**

1. We have reviewed the accompanying Statement of Unaudited Financial Results ("the Statement") of Hindusthan National Glass & Industries Limited ("the Company") for the quarter ended June 30, 2023 attached herewith, being submitted by the Company pursuant to the requirements of Regulation 33 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time (the "Listing Regulations"). We have initialed the Statement for identification purposes only.
2. This Statement, which is the responsibility of the Company's Management and approved by the Resolution Professional in the meeting of directors held on August 08, 2023 as stated in Note No. 2 of the financial results, has been prepared in accordance with the recognition and measurement principles laid down in the Indian Accounting Standard 34 "Interim Financial Reporting" ("Ind AS 34"), notified under section 133 of the Companies Act, 2013 read with relevant rules issued there under and other accounting principles generally accepted in India. Our responsibility is to issue a report on the Statement based on our review.
3. We conducted our review of the Statement in accordance with the Standard on Review Engagements (SRE) 2410 "Review of Interim Financial Information performed by the Independent Auditor of the Entity", issued by the Institute of Chartered Accountants of India (ICAI). This standard requires that we plan and perform the review to obtain moderate assurance as to whether the statement is free of material misstatement. A review is limited primarily to inquiries of company personnel and analytical procedures applied to financial data and thus provides less assurance than an audit. We have not performed an audit and accordingly, we do not express an audit opinion.
4. We draw attention to the followings:
  - a. During the current quarter, the Company has written back interest amounting to Rs. 1,736.37 lakhs on the principal overdue outstanding balance of Micro and Small Enterprises as on October 21, 2021 (CIRP Date) for the period up to March 31, 2023 provided as per the requirements of Micro, Small and Medium Enterprises Development Act, 2006. Also, such interest for the current quarter has neither been ascertained nor provided for in the financial results. Impacts on account of such non provision of interest (including legal implications if any) has not been ascertained by the management, therefore we are not able to comment about the impact on profit before tax for the quarter.
  - b. Note No. 12 of the financial results which states that the company has accumulated losses and its net worth has been eroded. The company has incurred losses in the earlier period(s)/year(s), the company's current liabilities exceed its current assets and the company has a high debt-equity ratio (Debt being Rs. 2,26,368.98 lakhs and Equity being Rs. (93,196.46) lakhs) as at 30th June, 2023. In view of above, the company does not appear to be a going concern. Pending approval of the resolution plan as stated in Note No. 1 of the financial results the status of the Company being going concern and impact arising therefrom as such cannot be commented upon by us.
  - c. Pursuant to the initiation of Corporate Insolvency Resolution Process ("CIRP"), RP had appointed Transactional Auditors for conducting the transaction audit as per section 43 to 50 and 66 of the Insolvency and Bankruptcy Code, 2016 (hereinafter referred to as "the Code"). The transaction auditor vide their report dated 9th September, 2022 has identified certain transactions to be classified under section 66 of the Code and accordingly the RP has filed an application under section 66 of the Code with the NCLT, the final decision and outcome thereof as such is pending as



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on the date. Thereby, future course of action and impact due to this being dependent on the decision of the NCLT presently cannot be commented upon by us.

- d. Note no. 4 of the financial results, regarding appropriation of payments made by the company during March, 2019 to September, 2021 by the Lead Banker against outstanding loans and adjustments by the management and interest calculations thereon. In the absence of any balance confirmation from the lenders and consequent reconciliation with the outstanding balances, impact thereof, if any, on the reported figures, cannot be ascertained. Also, Refer Note No. 6 of the financial results regarding the pending reconciliations of admitted claims of financial creditors, operational creditors and others with the books of accounts, impact if any that may arise has not been ascertained and/ or considered in the preparation of the financial results for the quarter ended 30th June, 2023.
  - e. Note no. 7 of the financial results regarding the non-accounting of interest of Rs. 33,626.69 lakhs (Rs. 4,987.42 Lakhs for current quarter) as calculated by the company on outstanding borrowings (including Non-Convertible Debentures) post initiation of Corporate Insolvency Resolution Process ('CIRP') with effect from 21st October, 2021 under Section 14 of the Code.
  - f. Note no. 8 of the financial results, the company has restated the ECB borrowings of USD 641.27 lakhs at foreign currency exchange rate of Rs. 74.7635 per USD as on 21st October, 2021 (date of initiation of CIRP) as against exchange rate of Rs. 82.0428 per USD as on 30th June, 2023 and thereby the exchange loss of Rs. 4,667.98 lakhs has not been reinstated in the books of accounts. Interest outstanding on the said ECB borrowings amounting to USD 120.30 Lakhs has also not been restated, however, the amount on the same is currently not ascertainable.
  - g. Rs. 1,238.42 lakhs were set aside in FY 2019-20 by the Members of the Lenders' Consortium towards corpus fund for meeting legal expenses, out of which, claim amounting to Rs. 131.24 lakhs have been accounted for based on the details submitted by the bank in earlier year, however no proper supporting documents etc. from the bank are not available. The remaining amount of Rs. 1,107.18 lakhs is lying unadjusted in the books of accounts as on 30th June, 2023, which is subject to confirmation from the bank.
  - h. Note No. 14 regarding non-reconciliation of certain debit and credit balances with individual details and confirmations etc. Adjustments/ impact if any, as stated in the said note including those arising on approval of the resolution plan pending ascertainment thereof has not been given effect to in the financial results.
  - i. Impact with respect to point no. (c), (d), (e), (f) and (g) are currently not ascertainable pending approval of resolution plan and completion of CIRP Process.
5. Based on our review conducted as above, except for the matters described in Para 4 above, nothing has come to our attention that causes us to believe that the accompanying statement of unaudited financial results read with notes thereon, prepared in accordance with aforesaid Indian Accounting Standard and other recognized accounting practices and policies generally accepted in India, has not disclosed the information required to be disclosed in terms of Regulation 33 of the Listing Regulations, including the manner in which it is to be disclosed, or that it contains any material misstatement.
6. **Other Matters**
- a. The Statement includes the results for the quarter ended March 31, 2023 being the balancing figure between the audited figures in respect of the full previous financial year ended March 31, 2023 and the published unaudited year-to-date figures up to the third quarter of the previous financial year, which were subject to limited review by us, as required under the Listing Regulations.



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**Kolkata – 700026**  
**West Bengal**

- b. The review of the comparative unaudited financial results for the quarter ended 30<sup>th</sup> June, 2022 included in the Statement was jointly conducted and reported by the joint auditors. One of them is predecessor audit firm and had expressed a qualified opinion vide their review report dated 11<sup>th</sup> August, 2022. Reliance has been placed on the figures and other information incorporated for the purpose of the financial results.

Our opinion is not modified in respect of the matters stated in (a) and (b) above.

**For Lodha & Co**  
**Chartered Accountants**  
**Firm Registration No. 301051E**

Indranil Choudhury  
 Partner  
 Membership No. 058940  
 UDIN: 23058940BGWFZI7200



**For J K V S & CO**  
**Chartered Accountants**  
**Firm Registration No. 318086E**

Ajay Kumar  
 Partner  
 Membership No. 068756  
 UDIN: 23068756BGZELP9881



Place: Kolkata  
 Date: August 08, 2023

Place: Kolkata  
 Date: August 08, 2023

**HINDUSTHAN NATIONAL GLASS & INDUSTRIES LIMITED  
REGISTERED OFFICE: 2 RED CROSS PLACE, KOLKATA - 700001  
CIN: L26109WB1946PLC013294**

**STATEMENT OF UNAUDITED FINANCIAL RESULTS FOR THE QUARTER ENDED JUNE 30, 2023**

(₹ In Lakhs)

Particulars	Quarter Ended				Year Ended 31-03-2023
	30-06-2023	31-03-2023	30-06-2022	31-03-2023	
	Unaudited	Audited	Unaudited	Audited	
<b>Income</b>					
I. Revenue from operations	70,105.38	66,147.17	63,409.73	2,45,723.12	
II. Other income	2,219.67	290.84	280.06	1,398.49	
<b>III. Total income (I+II)</b>	<b>72,325.05</b>	<b>66,438.01</b>	<b>63,689.79</b>	<b>2,47,121.61</b>	
<b>Expenses</b>					
Cost of materials consumed	23,193.19	22,658.41	27,163.96	97,490.77	
Changes in inventories of finished goods and work-in-progress	(364.84)	(588.69)	3,092.79	2,155.69	
Employee benefits expense	5,875.41	6,674.41	5,105.40	21,977.83	
Power and fuel expense	24,941.39	24,014.14	30,878.28	1,04,129.36	
Finance costs	272.10	1,493.82	289.38	2,733.63	
Depreciation and amortization expenses	2,322.10	2,326.61	3,016.85	10,630.97	
Other expenses	7,368.44	7,943.65	7,886.24	31,293.04	
<b>IV. Total expenses</b>	<b>63,607.79</b>	<b>64,522.35</b>	<b>77,432.90</b>	<b>2,70,411.29</b>	
<b>V. Profit/(Loss) before tax (III-IV)</b>	<b>8,717.26</b>	<b>1,915.66</b>	<b>(13,743.11)</b>	<b>(23,289.68)</b>	
<b>VI. Tax expense:</b>					
(1) Current Tax	-	-	-	-	
(2) Deferred Tax	10.63	42.54	-	42.54	
(3) Income Tax for Earlier Years	-	-	-	-	
<b>Total Tax expense</b>	<b>10.63</b>	<b>42.54</b>	<b>-</b>	<b>42.54</b>	
<b>VII. Profit/(Loss) for the period/year after Tax (V-VI)</b>	<b>8,706.63</b>	<b>1,873.12</b>	<b>(13,743.11)</b>	<b>(23,332.22)</b>	
<b>VIII. Other comprehensive income</b>					
Items that will not be reclassified to profit or loss					
Re-measurement gains/ (losses) on defined benefit plans	(34.08)	(455.29)	106.32	(136.34)	
Income tax relating to the above	10.63	42.54	-	42.54	
<b>Total Other Comprehensive Income for the period/year</b>	<b>(23.45)</b>	<b>(412.75)</b>	<b>106.32</b>	<b>(93.80)</b>	
<b>IX. Total Comprehensive Income (comprising of Profit/(Loss) and other comprehensive income for the period/year) (VII + VIII)</b>	<b>8,683.18</b>	<b>1,460.37</b>	<b>(13,636.79)</b>	<b>(23,426.02)</b>	
Paid-up equity share capital (face value per share ₹ 2/-)	1,791.07	1,791.07	1,791.07	1,791.07	
Other equity					
<b>X. Earnings per equity share (EPS)</b>					
(1) Basic & Diluted (not annualised for Quarterly figures)	9.72	2.09	(15.35)	(26.05)	



**HINDUSTHAN NATIONAL GLASS & INDUSTRIES LIMITED  
REGISTERED OFFICE: 2 RED CROSS PLACE, KOLKATA - 700001  
CIN: L26109WB1946PLC013294**

**STATEMENT OF UNAUDITED FINANCIAL RESULTS FOR THE QUARTER ENDED JUNE 30, 2023**

**Notes :**

- 1 As required by Clause 52(4) of the Listing Obligations and Disclosure Requirements Regulations 2015, given below are the details pertaining to the Company:

<b>Particulars</b>	<b>3 Months Ended</b>			<b>Year Ended</b>
	<b>30-06-2023</b>	<b>31-03-2023</b>	<b>30-06-2022</b>	<b>31-03-2023</b>
Net worth (₹ in lakhs)	(1,29,166.43)	(1,37,906.20)	(1,19,758.52)	(1,37,906.20)
Debt equity ratio*	(2.49)	(2.27)	(2.51)	(2.27)
Debt service coverage ratio (DSCR) (Refer Note 5 above)	-	-	(34.92)	(33.20)
Net Profit After Tax (₹ in lakhs)	8,706.63	1,873.12	(13,743.11)	(23,332.22)
Earning Per Share (in ₹)	9.72	2.09	(15.35)	(26.05)
Current Ratio (Current Assets/Current Liabilities)	0.30	0.29	0.30	0.29
Long Term Debt to Working Capital	(4.32)	(3.54)	(0.85)	(3.54)
Current Liability Ratio (Current Liabilities/Total Liabilities)	0.99	0.99	0.94	0.99
Total Debts to Total Assets (Borrowings/Total Assets)	0.79	0.80	0.78	0.80
Debtors Turnover (Sale of Finished Goods/Average Debtors)	2.24	2.13	1.92	7.59
Inventory Turnover (Sale of Finished Goods/Average Inventory)	1.65	1.55	1.56	5.77
Operating Margin (%) ((EBIT and exceptional item less other income)/revenue from operations)	0.10	0.05	(0.22)	(0.09)
Net Profit Margin (%) (Net Profit for the period/Revenue from Operations)	0.12	0.03	(0.22)	(0.09)

Formula:

Debt Equity Ratio = Debt/Equity (\* The Debt Equity Ratio has been shown as negative as the denominator is in negative.)

DSCR = Profit before Depreciation, Interest and Tax (PBDIT)/(Interest Expense on Long Term Debt + Principal Repayment pertaining to Long Term Debt)

ISCR = PBDIT/Interest Expense

Debt = Long Term Borrowings + Short Term Borrowings + Current Maturities of Long Term Borrowings + Lease Liabilities

Networth = Total Equity - Revaluation Reserve (Net of Depreciation) - Capital Reserve

- 2 The Hon'ble National Company Law Tribunal (NCLT), Kolkata Bench, vide its order dated October 21, 2021 had admitted the Company for initiation of Corporate Insolvency Resolution Process (CIRP) under the Insolvency and Bankruptcy Code, 2016 (IBC) ("the Code") and appointed Mr. Girish Siriram Juneja having Registration no IBBI/IPA-001/IP-P00999/2017-18/11646 as the Interim Resolution Professional. In a appeal filed by the promoters with NCLAT opposing the admission of the Company to Insolvency the Hon'ble NCLAT New Delhi stayed the Constitution of the Committee of Creditors of the Company (CoC) by its order dated October 28, 2021. Subsequently NCLAT vide its order dated January 18, 2022, vacated the stay on the formation of CoC. Thereafter at the 1st Meeting of the CoC held on January 28, 2022, the voting results of which concluded on February 9, 2022, the Interim Resolution Professional Mr. Girish Siriram Juneja was appointed as the Resolution Professional (RP) and he is being supported in the CIRP by EY Restructuring LLP as the Insolvency Professional Entity.

As per the CIRP timelines, the 180 days of the CIRP period (excluding 82 days of stay period) expired on July 10, 2022. The RP had filed an application for extension with the Hon'ble NCLT, Kolkata Bench seeking an extension of a period of 90 days till October 08, 2022 under Section 12(2) of the Code and the same was approved. RP filed for further extension of a period of 30 days and the same was also approved making the last date of CIRP as November 06, 2022. As per the provision of the Code, the RP had initiated the resolution process for the Company by inviting expression of interest through publication of Form G on March 25, 2022. RP received various expression of interests from different applicants and he received resolution plans on July 25, 2022. On October 28, 2022, the resolution plan submitted by AGI Greenpac Limited (AGI) have been approved by the CoC and accordingly, the RP had filed the plan for approval with the Hon'ble NCLT, Kolkata Bench on November 05, 2022 which is pending as on date. However, some related applications were filed with Hon'ble National Company Law Appellate Tribunal (NCLAT), New Delhi. One of the appeals filed with Hon'ble NCLAT, New Delhi has since been dismissed vide order dated July 28, 2023. The outcome of other matters are still pending.

- 3 The above financial results which are in accordance with Regulation 33 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 read with SEBI circular dated July 05, 2016, (hereinafter referred as "the Regulation") have been prepared by the management, reviewed by the Audit Committee and approved in the meeting of Directors chaired by RP held on August 08, 2023. The RP has relied upon the assistance provided by the members of the Audit Committee in review of the financial results and also relied upon certifications, representations and statements made by Directors of the Company in relation to these financial results. As authorised, one of the Directors have signed the financial results and the RP has taken on record the said statement of financial results only to the limited extent of discharging the powers of the Board of Directors of the Company which has been conferred upon him in terms of provisions of Section 17 of the Code.

- 4 The Company has one operating business segment viz. Manufacturing and Selling of Container Glass Bottles and all other activities are incidental to the same.



STATEMENT OF UNAUDITED FINANCIAL RESULTS FOR THE QUARTER ENDED JUNE 30, 2023

- 5 During March 2019 to September 2021, State Bank of India, the lead banker, had appropriated a sum of ₹ 55,002 lakhs out of promoter contribution, internal accruals and the cut back for repayment to the lenders of the consortium. The Company has adjusted the same from the Principal obligation of the debt.
- 6 As on date an aggregate amount of ₹ 1,716.89 lakhs has been adjusted against principal obligation of debt with credit to Capital reserve against sale of pledged equity shares of the company, by the Lenders, held by M/s Ace Trust and M/s HNG Trust.
- 7 As per the IBC, the RP received, collated, verified the claims submitted by the creditors of the Company till October 03, 2022. The RP received claims amounting to ₹ 3,54,347 lakhs from financial creditors (including ₹ 20,838 lakhs from unsecured financial creditors) and after verification admitted a sum of ₹ 3,54,331 lakhs (including ₹ 20,838 lakhs from unsecured financial creditors) as claims of financial creditors having books balance of ₹ 3,10,012 lakhs and remaining amount of ₹ 16 lakhs has been rejected. Further, RP has received claims from the various classes of operational/ other creditors totalling to ₹ 29,551 lakhs out of which ₹ 5,327 lakhs has been rejected and claims of ₹ 24,224 lakhs has been admitted against the company as per the provisions of the Code. Pending reconciliation of the claims admitted with the books of accounts, the impact of such claims, if any, that may arise has not been considered in the preparation of the aforesaid financial results as on June 30, 2023.
- 8 The finance cost on borrowing (including Non - Convertible Debenture issued by Company) and Micro & Small Enterprises has been calculated only till October 21, 2021 (CIRP admission date) and accordingly no further provision including for the quarter ended June 30, 2023 has been done.
- 9 The Company has been legally advised that interest on overdue outstanding balances of Micro and Small Enterprises (MSE) as on October 21, 2021 (CIRP Date) is not payable. Accordingly, ₹ 1,736.65 Lakhs provided in this respect till March 31, 2023 has been written back and included under other income. Further no such interest has been recognized in this quarter. The amount payable to the MSE will be dealt in terms of Resolution Plan pending approval as on this date with Hon'ble NCLT, Kolkata Bench.
- 10 Outstanding ECB borrowing (as per books) of USD 641.27 lakhs as on June 30, 2023 has been reinstated at an exchange rate of ₹ 74.7635 per USD being rate as prescribed in [www.fbil.org.in](http://www.fbil.org.in) as on October 21, 2021 being date of admission for CIRP.
- 11 In consonance with the stipulations contained in Section 14 of the Code, a moratorium has been declared vide the Order dated October 21, 2021 passed by the Hon'ble NCLT, Kolkata Bench, inter alia, prohibiting the following:
  - a. the institution of suits or continuation of pending suits or proceedings against the Corporate Debtor including execution of any judgement, 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.
- 12 The Company has been admitted for initiation of CIRP process under the IBC code and accordingly the Company has been granted a moratorium from paying off the debts till the approval of resolution plan. Debentures being part of the same, is no more payable separately.
- 13 The Company had reported losses earlier years. Hence, the net worth of the Company has been eroded. There is strain on the working capital and operations of the Company and it is undergoing significant financial stress. As stated in Note No. 1, CIRP process was initiated in respect of the Company w.e.f October 21, 2021. The Company has assessed that the use of the going concern assumption is appropriate in the circumstances, pending the CIRP process and these financial results have therefore been prepared on a going concern assumption considering the following :
  - a) The Code requires the RP to, among other things, run the Company as a going concern during CIRP.
  - b) The RP, in consultation with the CoC, in accordance with the provisions of the Code, is making all endeavors to run the Company as a going concern along with the assistance of the management of the company considering the future business outlook and the continuity in the operations of the company.
  - c) A resolution plan submitted by AGI, one of the bidders, has been accepted by CoC and the same has been submitted to Hon'ble NCLT, Kolkata Bench for its approval.
- 14 As a part of the CIRP, the RP had appointed BDO India LLP for conducting transaction audit as per section 43, 45, 50 and 66 of the Code. The RP has filed an application under section 66 of the code with the Hon'ble NCLT, Kolkata Bench and the matter is pending for decision till this date.



HINDUSTHAN NATIONAL GLASS & INDUSTRIES LIMITED  
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CIN: L26109WB1946PLC013294

STATEMENT OF UNAUDITED FINANCIAL RESULTS FOR THE QUARTER ENDED JUNE 30, 2023

- 15.1 The amount repaid to lenders (as mentioned in note no. 4) and/ or recovered by them including executing securities etc. (as mentioned in note no. 5), have been adjusted against principal amount outstanding. The amount payable to the lenders in respect of outstanding amount including interest thereagainst is subject to confirmation and determination and consequential reconciliation thereof pending approval of resolution plan by the Hon'ble NCLT, Kolkata Bench as on this date.
- 15.2 Certain debit and credit balances including borrowings and interest thereupon, clearing account (other than inter-unit balances), trade and other payables, advance from customers, loans and advances, other current assets and certain other liabilities are subject to reconciliation with individual details and balances and confirmation thereof.
- 15.3 There are indicators present in the company both internal and external for impairment testing. The Company appointed an external agency to conduct impairment study as on March 31, 2023 and based on the report of such agency, no impairment adjustment was envisaged. During the current quarter, operations of the Company has improved & hence no adjustment is has been considered necessary.
- 15.4 Adjustments/ impact if any, in respect of 15.1 to 15.3 above will be recognized alongwith other impacts of the resolution plan on approval by the Hon'ble NCLT and determination of the amount thereof and will then be given effect to in the books of accounts.
- 16 In terms of the provisions of regulations 54(2) of SEBI (LODR) Regulation, Non-Convertible Debentures issued to LIC of India are secured by first charge ranking pari-passu on all immovable properties by way of equitable mortgage and hypothecation of all moveable properties both present and future of
- 17 The figures for the quarter ended 31st March are the balancing figures between audited figures in respect of the full financial years ended 31st March and the published unaudited year to date figures up to 31st December being the end of the 3rd quarter of the respective financial year, which were subject to limited review by the statutory auditors of the company.
- 18 Figures of the previous period/ year have been regrouped/ re-arranged wherever considered necessary to make them comparable with those of current periods' figures.

For HINDUSTHAN NATIONAL GLASS & INDUSTRIES LIMITED

For HINDUSTHAN NATIONAL GLASS & INDUSTRIES LIMITED

TAKEN ON RECORDS

  
Sanjay Somany  
(Director)  
DIN: 00124538  
Date : August 08, 2023  
Place : Kolkata



  
(BIMAL KUMAR GARODIA)  
PRESIDENT & CHIEF FINANCIAL  
OFFICER

  
Girish Siriram Juneja  
(Resolution Professional)  
Date : August 08, 2023  
Place : Kolkata

(Power of the Board are suspended from the Insolvency Commencement date)





## HINDUSTHAN NATIONAL GLASS & INDUSTRIES LTD.

Registered Office : 2, Red Cross Place, Post Box : 2722, Kolkata - 700 001, India

Tel. : 2254 3100, Fax : (91) (33) 2254 3130

E-mail : hngkol@hngil.com, Website : www.hngil.com

CIN - L26109WB1946PLC013294

SEC/SE/389

November 7, 2023



1. The Dy. Manager (Listing)

**BSE LIMITED**

Phiroze Jeejeebhoy Towers,  
Dalal Street, Mumbai 400 023  
**(Scrip Code: 515145)**

2. The Manager, Listing Department

**National Stock Exchange of India Ltd.,**  
Exchange Plaza, Bandra Kurla Complex,  
Bandra (E), Mumbai 400 051  
**(Scrip Code: HINDNATGLS)**

3. The Secretary

**The Calcutta Stock Exchange Ltd.,**  
7, Lyons range, Kolkata-700 001  
**(Scrip Code: 10018003)**

Dear Sir(s)/Madam,

Sub: **Outcome of the Meeting held on 7<sup>th</sup> November, 2023 and disclosures under Regulation 30 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 read with till date amendments**

This is to inform you that the Directors of the Company at their meeting held with the Resolution Professional on 7<sup>th</sup> November, 2023, *inter-alia*, have considered and approved the Unaudited Financial Results of the Company for the quarter and half-year ended 30<sup>th</sup> September, 2023. The copy of the approved Results, along with the Limited Review Report of the Joint Statutory Auditors duly are enclosed herewith for your information and records.

The extracts of Unaudited Financial Results of the Company shall be published in the newspaper as per Regulation 47(1) of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 read with till date amendments and would be also available on the website of the Company [www.hngil.com](http://www.hngil.com).

The meeting commenced at 1.45 P.M. and concluded at 04:25 P.M.

Thanking you,

Yours faithfully,

For **Hindusthan National Glass & Industries Limited**

*Pritha Bose*

**(Pritha Bose)**  
**Company Secretary**



Encl: as above.

HINDUSTHAN NATIONAL GLASS & INDUSTRIES LIMITED  
REGISTERED OFFICE: 2 RED CROSS PLACE, KOLKATA - 700001  
CIN: L26109WB1946PLC013294

## STATEMENT OF UNAUDITED FINANCIAL RESULTS FOR THE QUARTER &amp; HALF YEAR ENDED SEPTEMBER 30, 2023

(` In Lakhs)

Particulars	Quarter Ended			Half Year Ended		Year Ended
	30-09-2023	30-06-2023	30-09-2022	30-09-2023	30-09-2022	31-03-2023
	Unaudited			Unaudited		Audited
<b>Income</b>						
I. Revenue from operations	61,202.25	70,105.38	57,222.42	1,31,307.63	1,20,632.15	2,45,723.12
II. Other income	959.31	2,219.67	385.31	3,178.98	667.42	1,398.49
<b>III. Total income (I+II)</b>	<b>62,161.56</b>	<b>72,325.05</b>	<b>57,607.73</b>	<b>1,34,486.61</b>	<b>1,21,299.57</b>	<b>2,47,121.61</b>
<b>Expenses</b>						
Cost of materials consumed	20,718.07	23,193.19	25,955.91	43,911.26	53,119.87	97,490.77
Changes in inventories of finished goods and work-in-progress	(7,293.69)	(364.84)	(987.24)	(7,658.53)	2,105.54	2,155.69
Employee benefits expense	6,344.72	5,875.41	5,228.91	12,220.13	10,333.33	21,977.83
Power and fuel expense	25,294.07	24,941.39	26,775.92	50,235.46	57,654.20	1,04,129.36
Finance costs	4.20	272.10	783.22	276.30	1,072.60	2,733.63
Depreciation and amortization expenses	2,270.94	2,322.10	2,829.46	4,593.04	5,846.31	10,630.97
Other expenses	8,318.12	7,368.44	7,719.29	15,686.56	15,608.57	31,293.04
<b>IV. Total expenses</b>	<b>55,656.43</b>	<b>63,607.79</b>	<b>68,305.47</b>	<b>1,19,264.22</b>	<b>1,45,740.42</b>	<b>2,70,411.29</b>
<b>V. Profit/(Loss) before tax (III-IV)</b>	<b>6,505.13</b>	<b>8,717.26</b>	<b>(10,697.74)</b>	<b>15,222.39</b>	<b>(24,440.85)</b>	<b>(23,289.68)</b>
<b>VI. Tax expense:</b>						
(1) Current Tax						
(2) Deferred Tax						
<b>I Tax expense</b>	<b>10.63</b>	<b>10.63</b>	<b>-</b>	<b>21.27</b>	<b>-</b>	<b>42.54</b>
<b>VII. Profit/(Loss) for the period/year after Tax (V-VI)</b>	<b>6,494.50</b>	<b>8,706.63</b>	<b>(10,697.74)</b>	<b>15,201.12</b>	<b>(24,440.85)</b>	<b>(23,332.22)</b>
<b>VIII. Other comprehensive income</b>						
<b>Items that will not be reclassified to profit or loss</b>						
Re-measurement gains/ (losses) on defined benefit plans	(34.08)	(34.08)	106.32	(68.17)	212.64	(136.34)
Income tax relating to the above	10.63	10.63	-	21.27	-	42.54
Total Other Comprehensive Income for the period/year	(23.45)	(23.45)	106.32	(46.90)	212.64	(93.80)
<b>IX. Total Comprehensive Income for the period (VII + VIII)</b>	<b>6,471.05</b>	<b>8,683.18</b>	<b>(10,591.42)</b>	<b>15,154.22</b>	<b>(24,228.21)</b>	<b>(23,426.02)</b>
Paid-up equity share capital (face value per share ` 2/-)						
Other equity						
<b>X. Earnings per equity share (EPS)</b>						
(1) Basic & Diluted (not annualised)	7.25	9.72	(11.95)	16.97	(27.29)	(26.05)
Weighted Average Number of shares						
(1) Basic & Diluted	8,95,53,565	8,95,53,565	8,95,53,565	8,95,53,565	8,95,53,565	8,95,53,565

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**HINDUSTHAN NATIONAL GLASS & INDUSTRIES LIMITED**  
**REGISTERED OFFICE: 2 RED CROSS PLACE, KOLKATA - 700001**  
**CIN: L26109WB1946PLC013294**

**STATEMENT OF ASSETS AND LIABILITIES**

Particulars	₹ In Lakhs	
	Unaudited As at 30-09-2023	Audited As at 31-03-2023
<b>ASSETS</b>		
<b>1. Non-Current Assets</b>		
(a) Property, Plant and Equipment	1,53,893.97	1,58,412.16
(b) Capital Work-in-Progress	2,391.35	2,405.25
(c) Right-of-use Assets	4,702.90	4,735.67
(d) Other Intangible Assets	0.24	0.24
(e) Financial Assets		
(i) Investments	136.33	131.66
(ii) Other Financial Assets	7,953.33	7,956.26
(f) Other Non-Current Assets	632.74	608.02
	<b>1,69,710.86</b>	<b>1,74,249.26</b>
<b>Current assets</b>		
(a) Inventories	50,633.63	42,516.29
(b) Financial Assets		
(i) Investments		
(ii) Trade Receivables	31,746.91	29,961.42
(iii) Cash and Cash Equivalents	24,454.38	21,287.53
(iv) Bank Balances other than Cash and Cash Equivalents	1,204.60	1,203.65
(v) Other Financial Assets	591.29	652.98
(c) Current Tax Assets (Net)	541.62	595.10
(d) Other Current Assets	12,180.34	13,903.51
	<b>1,21,352.77</b>	<b>1,10,120.48</b>
<b>Total Assets</b>	<b>2,91,063.63</b>	<b>2,84,369.74</b>
<b>EQUITY AND LIABILITIES</b>		
<b>Equity</b>		
(a) Equity Share Capital	1,791.07	1,791.07
(b) Other Equity	(86,399.60)	(1,01,553.92)
	<b>(84,608.53)</b>	<b>(99,762.85)</b>
<b>LIABILITIES</b>		
<b>1. Non-Current Liabilities</b>		
(a) Financial Liabilities		
(i) Borrowings		
(ii) Lease Liabilities	3.77	3.75
(iii) Other Financial Liabilities	40.00	31.00
(b) Provisions	1,682.03	1,594.70
(c) Deferred Tax Liabilities (Net)		
(d) Other Non-Current Liabilities	874.92	901.86
	<b>2,600.72</b>	<b>2,531.31</b>
<b>2. Current Liabilities</b>		
(a) Financial Liabilities		
(i) Borrowings	2,26,364.70	2,26,364.70
(ii) Lease Liabilities	0.52	0.52
(iii) Trade Payables		
Total Outstanding dues of Micro Enterprises & Small Enterprises	9,428.78	12,211.71
Total Outstanding dues of Creditors Other than Micro Enterprises & Small Enterprises	37,886.20	43,713.94
(iv) Other Financial Liabilities	88,012.82	87,615.96
(b) Current Tax Liability (Net)	94.19	94.19
(c) Other Current Liabilities	7,087.74	8,006.32
(d) Provisions	4,196.49	3,593.94
	<b>3,73,071.44</b>	<b>3,81,601.28</b>
<b>Total Liabilities</b>	<b>3,75,672.16</b>	<b>3,84,132.59</b>
<b>Total Equity and Liabilities</b>	<b>2,91,063.63</b>	<b>2,84,369.74</b>

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**HINDUSTHAN NATIONAL GLASS & INDUSTRIES LIMITED**  
**REGISTERED OFFICE: 2 RED CROSS PLACE, KOLKATA - 700001**  
**CIN: L26109WB1946PLC013294**

**STATEMENT OF CASH FLOW FOR THE HALF YEAR ENDED SEPTEMBER 30, 2023**

<b>Particulars</b>	<b>₹ In Lakhs</b>	
	<b>For the Half Year ended 30th September 2023</b>	<b>For the Half Year ended 30th September 2022</b>
<b>Cash Flow from Operating Activities</b>		
Profit/ (Loss) before Tax	15,222.39	(24,440.85)
<b>Non-cash adjustments to reconcile profit/(loss) before tax to net cash flows</b>		
Depreciation/ Amortisation	4,593.04	5,846.31
Interest Income on Financial Assets	(267.11)	(139.45)
Fair value (Gain)/Loss in Investment	(4.82)	-
Notional Interest Income on Inter Corporate Deposit	-	(292.69)
Notional Interest Expense on Inter Corporate Deposit	-	637.08
Finance Costs	276.30	434.52
Liabilities no Longer Required Written Back	(1,896.93)	(15.31)
<b>Operating cash flow before Working Capital changes</b>	<b>17,922.87</b>	<b>(17,970.39)</b>
<b>Movement in Working Capital :</b>		
Increase)/ Decrease in Inventories	(8,117.34)	2,467.00
Increase)/ Decrease in Trade Receivables	(1,785.49)	6,277.88
Increase)/ Decrease in Other Current/ Other Non Current Financial Assets and Other Current/ Other Non Current Asset	1,711.37	(2,565.79)
Increase/ (Decrease) in Trade Payables, Other Current/ Non-Current Liabilities, Other Current/ Non-Current Financial Liabilities and Provisions	(6,900.07)	13,707.16
<b>Cash generated from Operations</b>	<b>2,831.34</b>	<b>1,915.86</b>
Direct Taxes (paid)/ Refunds (net)	53.48	(55.84)
<b>Net Cash generated from Operating activities (A)</b>	<b>2,884.82</b>	<b>1,860.02</b>
<b>Cash Flow from Investing Activities</b>		
Purchase of Property, Plant and Equipment, Intangible Assets and Capital Work in Progress	(29.52)	34.30
Proceeds from sale of Property Plant and Equipment	-	2.57
Redemption / (Investment) in bank deposits with maturity more than 3 months	(1.20)	(0.57)
Interest received	320.55	219.33
<b>Net Cash Generated from Investing activities (B)</b>	<b>289.83</b>	<b>255.63</b>
<b>Cash Flow from Financing activities</b>		
Interest paid	(7.80)	(412.07)
<b>Net Cash used in Financing activities (C)</b>	<b>(7.80)</b>	<b>(412.07)</b>
<b>Net increase/ (decrease) in Cash and Cash Equivalents (A+B+C)</b>	<b>3,166.85</b>	<b>1,703.58</b>
Cash and Cash Equivalents at the beginning of the year	21,287.53	15,861.94
<b>Cash and Cash Equivalents at the end of the year</b>	<b>24,454.38</b>	<b>17,565.52</b>
<b>Components of Cash and Cash Equivalents</b>		
<b>Balances with banks:</b>		
In current accounts	19,100.67	17,556.22
In deposit accounts & Dividend accounts	5,337.37	2.07
Cash in hand	16.34	7.23
<b>Total Cash and Cash Equivalents</b>	<b>24,454.38</b>	<b>17,565.52</b>

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**HINDUSTHAN NATIONAL GLASS & INDUSTRIES LIMITED**  
**REGISTERED OFFICE: 2 RED CROSS PLACE, KOLKATA - 700001**  
**CIN: I.26109WB1946PLC013294**

**Notes :**

- 1 As required by Clause 52(4) of the Listing Obligations and Disclosure Requirements Regulations 2015, given below are the details pertaining to the Company:

Particulars	3 Months Ended			Half Year Ended		Year Ended
	30-09-2023	30-06-2023	30-09-2022	30-09-2023	30-09-2022	31-03-2023
Net worth (₹ in lakhs)	(1,22,689.44)	(1,29,166.43)	(1,15,719.70)	(1,22,689.44)	(1,15,719.70)	(1,37,906.20)
Debt equity ratio*	(2.68)	(2.49)	(2.25)	(2.68)	(2.25)	(2.27)
Debt service coverage ratio (DSCR) (Refer Note 5)	-	-	-	-	(58.62)	(33.20)
Interest service coverage ratio (ISCR) (Refer Note 8)	-	-	(5.89)	-	(17.05)	-
Outstanding Redeemable Preference Share (Quantity & Value)	NA	NA	NA	NA	NA	NA
Capital Redemption Reserve/Debenture Redemption Reserve	NA	NA	NA	NA	NA	NA
Net Profit After Tax (₹ in lakhs)	6,494.50	8,706.63	(10,697.73)	15,201.12	(24,440.85)	(23,332.22)
Earning Per Share (in ₹)	7.25	9.72	(11.95)	16.97	(27.29)	(26.05)
Current Ratio (Current Assets/Current Liabilities excluding current maturity of long Term debt)	0.75	0.30	0.28	0.75	0.28	0.29
Long Term Debt to Working Capital	1.23	(4.32)	(0.77)	1.23	(0.77)	(3.54)
Bad Debts to Account Receivable Ratio (Bad Debts/Trade Receivable)	-	-	-	-	-	-
Current Liability Ratio (Current Liabilities excluding current maturity of long Term debt/Total Liabilities)	0.43	0.99	0.99	0.43	0.99	0.99
Total Debts to Total Assets (Borrowings/Total Assets)	0.78	0.79	0.80	0.78	0.80	0.80
Debtors Turnover (Sale of Finished Goods/Average Debtors)	1.90	2.24	1.81	4.25	3.82	7.59
Inventory Turnover (Sale of Finished Goods/Average Inventory)	1.32	1.65	1.39	2.82	2.92	5.77
Operating Margin (%) ((EBIT and exceptional item less other income)/revenue from operations)	0.09	0.10	(0.22)	0.09	(0.20)	(0.09)
Net Profit Margin (%) (Net Profit for the period/Revenue from Operations)	0.11	0.12	(0.19)	0.12	(0.20)	(0.09)

**Formula:**

Debt Equity Ratio = Debt/ Equity (\* The Debt Equity Ratio has been shown as negative as the denominator is in negative.)

DSCR = Profit before Depreciation, Interest and Tax (PBDIT)/(Interest Expense on Long Term Debt + Principal Repayment pertaining to Long Term Debt)

ISCR = PBDIT/Interest Expense

Debt = Long Term Borrowings + Short Term Borrowings + Current Maturities of Long Term Borrowings + Lease Liabilities

Networth = Total Equity - Revaluation Reserve (Net of Depreciation) - Capital Reserve

- 2 The Hon'ble National Company Law Tribunal (NCLT), Kolkata Bench, vide its order dated October 21, 2021 had admitted the Company for initiation of Corporate Insolvency Resolution Process (CIRP) under the Insolvency and Bankruptcy Code, 2016 (IBC) ("the Code") and appointed Mr. Girish Siriram Juneja having Registration no IBBI/IPA-001/IP-P0099/2017-18/11646 as the Interim Resolution Professional. In a appeal filed by the promoters with NCLAT opposing the admission of the Company to Insolvency the Hon'ble NCLAT New Delhi stayed the Constitution of the Committee of Creditors of the Company (CoC) by its order dated October 28, 2021. Subsequently NCLAT vide its order dated January 18, 2022, vacated the stay on the formation of CoC. Thereafter at the 1st Meeting of the CoC held on January 28, 2022, the evoting results of which concluded on February 9, 2022, the Interim Resolution Professional Mr. Girish Siriram Juneja was appointed as the Resolution Professional (RP) and he is being supported in the CIRP by EY Restructuring LLP as the Insolvency Professional Entity.
- As per the CIRP timelines, the 180 days of the CIRP period (excluding 82 days of stay period) expired on July 10, 2022. The RP had filed an application for extension with the Hon'ble NCLT, Kolkata Bench seeking an extension of a period of 90 days till October 08, 2022 under Section 12(2) of the Code and the same was approved. RP filed for further extension of a period of 30 days and the same was also approved making the last date of CIRP as November 06, 2022. As per the provision of the Code, the RP had initiated the resolution process for the Company by inviting expression of interest through publication of Form G on March 25, 2022. RP received various expression of interests from different applicants and he received resolution plans on July 25, 2022. On October 28, 2022, the resolution plan submitted by AGI Greenpac Limited (AGI) have been approved by the CoC and accordingly, the RP had filed the plan for approval with the Hon'ble NCLT, Kolkata Bench on November 05, 2022 which is pending as on date. Pending this, related applications were filed before NCLAT, New Delhi which have been dismissed. Consequent to this, applications were filed with Hon'ble Supreme Court of India and the matter is still pending before the said court. The next date of hearings for Supreme Court of India and NCLT Bench are December 05, 2023 and December 12, 2023 respectively.
- 3 The above financial results which are in accordance with Regulation 33 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 read with SEBI circular dated July 05, 2016, (hereinafter referred as "the Regulation") have been prepared by the management, reviewed by the Audit Committee and approved in the meeting of Directors chaired by RP held on November 07, 2023. The RP has relied upon the assistance provided by the members of the Audit Committee in review of the financial results and also relied upon certifications, representations and statements made by Directors of the Company in relation to these financial results. As authorised, one of the Directors have signed the financial results and the RP has taken on record the said statement of financial results only to the limited extent of discharging the powers of the Board of Directors of the Company which has been conferred upon him in terms of provisions of Section 17 of the Code.
- 4 The Company has one operating business segment viz. Manufacturing and Selling of Container Glass Bottles and all other activities are incidental to the same.
- 5 During March 2019 to September 2021, State Bank of India, the lead banker, had appropriated a sum of ₹ 55,002 lakhs out of promoter contribution, internal accruals and the cut back for repayment to the lenders of the consortium. The Company has adjusted the same from the principal obligation of the debt.
- 6 As on date an aggregate amount of ₹ 1,716.89 lakhs has been adjusted against principal obligation of debt with credit to Capital reserve against sale of pledged equity shares of the company, by the Lenders, held by M/s Ace Trust and M/s HNG Trust.
- 7 As per the IBC, the RP received, collated, verified the claims submitted by the creditors of the Company till October 03, 2022. The RP received claims amounting to ₹ 3,54,347 lakhs from financial creditors (including ₹ 20,838 lakhs from unsecured financial creditors) and after verification admitted a sum of ₹ 3,54,331 lakhs (including ₹ 20,838 lakhs from unsecured financial creditors) as claims of financial creditors having books balance of ₹ 3,10,012 lakhs and remaining amount of ₹ 16 lakhs has been rejected. Further, RP has received claims from the various classes of operational/ other creditors totalling to ₹ 29,551 lakhs out of which ₹ 5,327 lakhs has been rejected and claims of ₹ 24,224 lakhs has been admitted against the company as per the provisions of the Code. Pending reconciliation of the claims admitted with the books of accounts, the impact of such claims, if any, that may arise has not been considered in the preparation of the aforesaid financial results as on September 30, 2023.
- 8 The finance cost on borrowing (including Non - Convertible Debenture issued by Company) has been calculated only till October 21, 2021 (CIRP admission date) and accordingly no further provision including for the quarter & half year ended September 30, 2023 has been done.
- 9 The Company has been legally advised that interest on overdue outstanding balances of Micro and Small Enterprises (MSE) as on October 21, 2021 (CIRP Date) is not payable. Accordingly, ₹ 1,825.52 Lakhs provided in this respect till March 31, 2023 has been written back and included under other income. Further no such interest has been recognized on aforementioned overdue outstanding balances during the quarter & half year ended September 30, 2023. The amount payable to the MSE for the above period shall be dealt in terms of Resolution Plan pending approval as on this date with Hon'ble NCLT, Kolkata Bench.

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**HINDUSTHAN NATIONAL GLASS & INDUSTRIES LIMITED**  
**REGISTERED OFFICE: 2 RBD CROSS PLACE, KOLKATA - 700001**  
**CIN: L26109WB1946PLC013294**

- 10 Outstanding ECB borrowing (as per books) of USD 641.27 lakhs as on September 30, 2023 has been reinstated at an exchange rate of ₹ 74.7635 per USD being rate as prescribed in www.fbil.org.in as on October 21, 2021 being date of admission for CIRP.
- 11 In consonance with the stipulations contained in Section 14 of the Code, a moratorium has been declared vide the Order dated October 21, 2021 passed by the Hon'ble NCLT, Kolkata Bench, inter alia, prohibiting the following:
  - a. the institution of suits or continuation of pending suits or proceedings against the Corporate Debtor including execution of any judgement, 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.
- 12 The Company has been admitted for initiation of CIRP process under the IBC code and accordingly the Company has been granted a moratorium from paying off the debts till the approval of resolution plan. Debentures being part of the same, is no more payable separately.
- 13 The Company had reported losses in earlier years. Hence, the net worth of the Company has been eroded. There is strain on the working capital and operations of the Company and it is undergoing significant financial stress. As stated in Note No. 2, CIRP process was initiated in respect of the Company w.e.f October 21, 2021. The Company has assessed that the use of the going concern assumption is appropriate in the circumstances, pending the CIRP process and these financial results have therefore been prepared on a going concern assumption considering the following :
  - a) The Code requires the RP to, among other things, run the Company as a going concern during CIRP.
  - b) The RP, in consultation with the CoC, in accordance with the provisions of the Code, is making all endeavors to run the Company as a going concern along with the assistance of the management of the company considering the future business outlook and the continuity in the operations of the company.
  - c) A resolution plan submitted by AGI, one of the bidders, has been accepted by CoC and the same has been submitted to Hon'ble NCLT, Kolkata Bench for its approval.
- 14 As a part of the CIRP, the RP had appointed BDO India LLP for conducting transaction audit as per section 43, 45, 50 and 66 of the Code. The RP has filed an application under section 66 of the code with the Hon'ble NCLT, Kolkata Bench and the matter is pending for decision till this date.
- 15.1 The amount repaid to lenders (as mentioned in note no. 5) and/or recovered by them including executing securities etc. (as mentioned in note no.6), have been adjusted against principal amount outstanding. The amount payable to the lenders in respect of outstanding amount including interest thereagainst is subject to confirmation and determination and consequential reconciliation thereof pending approval of resolution plan by the Hon'ble NCLT, Kolkata Bench as on this date.
- 15.2 Certain debit and credit balances including borrowings and interest thereupon, clearing account (other than inter-unit balances), trade and other payables, advance from customers, loans and advances, other current assets and certain other liabilities are subject to reconciliation with individual details and balances and confirmation thereof.
- 16 Adjustments/ impact if any, in respect of 15.1 to 15.2 above will be recognized along with other impacts of the resolution plan on approval by the Hon'ble NCLT and determination of the amount thereof and will then be given effect to in the books of accounts.
- 17 There are indicators present in the company both internal and external for impairment testing. The Company appointed an external agency to conduct impairment study as on March 31, 2023 and based on the report of such agency, no impairment adjustment was envisaged. During the current quarter & half year ended September 30, 2023, operations of the Company has improved & hence no impairment testing has been considered necessary.
- 18 In terms of the provisions of regulations 54(2) of SEBI (LODR) Regulation, Non-Convertible Debentures issued to LIC of India are secured by first charge ranking pari-passu on all immovable properties by way of equitable mortgage and hypothecation of all moveable properties both present and future of the Company.
- 19 Figures of the previous period/ year have been regrouped/ re-arranged wherever considered necessary to make them comparable with those of current periods' figures.

For HINDUSTHAN NATIONAL GLASS & INDUSTRIES LIMITED

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Date: 2023.11.07  
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Sanjay Somany  
(Director)  
DIN: 00124538  
Date : November 07, 2023  
Place : New Delhi

(Power of the Board are suspended from the Insolvency Commencement date)



For HINDUSTHAN NATIONAL GLASS & INDUSTRIES LIMITED  
TAKEN ON RECORDS

Girish Sircar Juneja  
(Resolution Professional)  
Date : November 07, 2023  
Place : Kolkata



**LODHA & CO**  
**2nd Floor, Esplanade Mansion**  
**14, Government Place East, Kolkata**  
**West Bengal 700069**

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**5A, Nandlal Jew Road**  
**Kolkata – 700026**  
**West Bengal**

**Independent Auditor's Review Report on the Quarter and Half year ended Unaudited Financial Results of the Hindusthan National Glass & Industries Limited Pursuant to the Regulation 33 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended**

**To,**  
**The Resolution Professional**  
**Hindusthan National Glass & Industries Limited**  
**(A Company under Corporate Insolvency Resolution Process vide NCLT Order)**  
**IP Registration No.: IBBI/IPA-001/IP-P00999/2017-18/11646**

1. We have reviewed the accompanying Statement of Unaudited Financial Results ("the Statement") of Hindusthan National Glass & Industries Limited ("the Company") for the quarter and half year ended September 30, 2023 attached herewith, being submitted by the Company pursuant to the requirements of Regulation 33 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time (the "Listing Regulations"). We have initialed the Statement for identification purposes only.
2. This Statement, which is the responsibility of the Company's Management and approved by the Resolution Professional in the meeting of directors held on November 07, 2023 as stated in Note No. 3 of the financial results, has been prepared in accordance with the recognition and measurement principles laid down in the Indian Accounting Standard 34 "Interim Financial Reporting" ("Ind AS 34"), notified under section 133 of the Companies Act, 2013 read with relevant rules issued there under and other accounting principles generally accepted in India. Our responsibility is to issue a report on the Statement based on our review.
3. We conducted our review of the Statement in accordance with the Standard on Review Engagements (SRE) 2410 "Review of Interim Financial Information performed by the Independent Auditor of the Entity", issued by the Institute of Chartered Accountants of India (ICAI). This standard requires that we plan and perform the review to obtain moderate assurance as to whether the statement is free of material misstatement. A review is limited primarily to inquiries of company personnel and analytical procedures applied to financial data and thus provides less assurance than an audit. We have not performed an audit and accordingly, we do not express an audit opinion.
4. We draw attention to the followings:
  - a. Note No. 9 of the financial results, during the quarter and half year ended, the Company has written back interest amounting to Rs. 1,825.52 lakhs on the principal overdue outstanding balance of Micro and Small Enterprises as on October 21, 2021 (CIRP Date) for the period up to March 31, 2023 provided as per the requirements of Micro, Small and Medium Enterprises Development Act, 2006. Also, such interest for the quarter and half year ended has neither been ascertained nor provided for in the financial results. Impacts on account of such non provision of interest (including legal implications if any) has not been ascertained by the management, therefore we are not able to comment about the impact on profit before tax for the quarter and half year ended 30<sup>th</sup> September, 2023.
  - b. Note No. 13 of the financial results which states that the company has accumulated losses and its net worth has been eroded. The company has incurred losses in the earlier period(s)/year(s), the company's current liabilities exceed its current assets and the company has a high debt-equity ratio (Debt being Rs. 2,26,368.99 lakhs and Equity being Rs. (84,608.53) lakhs) as at 30th September, 2023. In view of above, the company does not appear to be a going concern. Pending approval of the resolution plan as stated in Note No. 2 of the financial results the status of the Company being going concern and impact arising therefrom as such cannot be commented upon by us.
  - c. Pursuant to the initiation of Corporate Insolvency Resolution Process ("CIRP"), RP had appointed Transactional Auditors for conducting the transaction audit as per section 43 to 50 and 66 of the Insolvency and Bankruptcy Code, 2016 (hereinafter referred to as "the Code"). The transaction auditor vide their report dated 9th September, 2022 has identified certain transactions to be classified under section 66 of the Code and accordingly the RP has filed an application under section 66 of the Code with the NCLT, the final decision and outcome thereof as such is pending as



**LODHA & CO**  
**2nd Floor, Esplanade Mansion**  
**14, Government Place East, Kolkata**  
**West Bengal 700069**

**J K V S & CO**  
**5A, Nandlal Jew Road**  
**Kolkata – 700026**  
**West Bengal**

on the date. Thereby, future course of action and impact due to this being dependent on the decision of the NCLT presently cannot be commented upon by us.

- d. Note no. 5 of the financial results, regarding appropriation of payments made by the company during March, 2019 to September, 2021 by the Lead Banker against outstanding loans and adjustments by the management and interest calculations thereon. In the absence of any balance confirmation from the lenders and consequent reconciliation with the outstanding balances, impact thereof, if any, on the reported figures, cannot be ascertained. Also, Refer Note No. 7 of the financial results regarding the pending reconciliations of admitted claims of financial creditors, operational creditors and others with the books of accounts, impact if any that may arise has not been ascertained and/ or considered in the preparation of the financial results for the quarter and half year ended 30th September, 2023.
- e. Note no. 8 of the financial results regarding the non-accounting of interest of Rs. 38,671.18 lakhs (Rs. 5,044.49 Lakhs for current quarter) as calculated by the company on outstanding borrowings (including Non-Convertible Debentures) post initiation of Corporate Insolvency Resolution Process ('CIRP') with effect from 21st October, 2021 under Section 14 of the Code.
- f. Note no. 10 of the financial results, the company has restated the ECB borrowings of USD 641.27 lakhs at foreign currency exchange rate of Rs. 74.7635 per USD as on 21st October, 2021 (date of initiation of CIRP) as against exchange rate of Rs. 83.0890 per USD as on 30th September, 2023 and thereby the exchange loss of Rs. 5,338.89 lakhs has not been reinstated in the books of accounts. Interest outstanding on the said ECB borrowings amounting to USD 120.30 Lakhs has also not been restated, however, the amount on the same is currently not ascertainable.
- g. Rs. 1,238.42 lakhs were set aside in FY 2019-20 by the Members of the Lenders' Consortium towards corpus fund for meeting legal expenses, out of which, claim amounting to Rs. 131.24 lakhs have been accounted for based on the details submitted by the bank in earlier year, however no proper supporting documents etc. from the bank are not available. The remaining amount of Rs. 1,107.18 lakhs is lying unadjusted in the books of accounts as on 30th September, 2023, which is subject to confirmation from the bank.
- h. Note No. 15.2 regarding non-reconciliation of certain debit and credit balances with individual details and confirmations etc. Adjustments/ impact if any, as stated in the said note including those arising on approval of the resolution plan pending ascertainment thereof has not been given effect to in the financial results for the quarter and half year ended 30<sup>th</sup> September, 2023.
- i. Impact with respect to point no. (c), (d), (e), (f), (g) and (h) are currently not ascertainable pending approval of resolution plan and completion of CIRP Process.



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**West Bengal**

5. Based on our review conducted as above, except for the matters described in Para 4 above, nothing has come to our attention that causes us to believe that the accompanying statement of unaudited financial results read with notes thereon, prepared in accordance with aforesaid Indian Accounting Standard and other recognized accounting practices and policies generally accepted in India, has not disclosed the information required to be disclosed in terms of Regulation 33 of the Listing Regulations, including the manner in which it is to be disclosed, or that it contains any material misstatement.

**For Lodha & Co**  
**Chartered Accountants**  
**Firm Registration No. 301051E**

*I Choudhury*  
**Indranil Choudhury**  
**Partner**  
**Membership No. 058940**  
**UDIN: 23058940BGWFZZ6606**

**Place: Kolkata**  
**Date: November 07, 2023**



**For J K V S & CO**  
**Chartered Accountants**  
**Firm Registration No. 318086E**

*Ajay Kumar*  
**Ajay Kumar**  
**Partner**  
**Membership No. 068756**  
**UDIN: 23068756BGZELY6436**

**Place: Kolkata**  
**Date: November 07, 2023**





## HINDUSTHAN NATIONAL GLASS & INDUSTRIES LTD.

Registered Office : 2, Red Cross Place, Post Box : 2722, Kolkata - 700 001, India

Tel. : 2254 3100, Fax : (91) (33) 2254 3130

E-mail : hngkol@hngil.com, Website : www.hngil.com

CIN - L26109WB1946PLC013294



SEC/SE/391

November 8, 2023

1. The Dy.Manager (Listing)  
**BSE Limited**  
Phiroze Jeejeebhoy Towers,  
Dalal Street, Mumbai 400 023  
(Scrip Code: 515145)
2. The Manager, Listing Department  
National Stock Exchange of India Ltd.,  
Exchange Plaza, Bandra Kurla Complex,  
Bandra (E), Mumbai 400 051  
(Scrip Code: HINDNATGLS)
3. The Secretary,  
**The Calcutta Stock Exchange Ltd.**,  
7, Lyons Range, Kolkata-700 001  
(Scrip Code: 10018003)

Dear Sirs,

**Sub: Submission of photocopies of newspaper clippings pursuant to Regulation 30 & 47 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015**

In terms of Regulation 30 & 47 of the SEBI (Listing Obligations & Disclosure Requirements) Regulations, 2015, please find enclosed herewith copies of newspaper Publications related to the extract of the Unaudited Financial Results of the Company for the quarter & half-year ended 30<sup>th</sup> September, 2023 approved by the Resolution Professional (RP) & Directors in their meeting held on 7<sup>th</sup> November, 2023, published in the following local newspapers:-

- Business Standard (English) (08.11.2023); Kolkata edition and
- Duranta Barta (Bengali) (08.11.2023), Kolkata edition.

This is for your information and record.

Thanking you,

Yours faithfully,  
For Hindusthan National Glass & Industries Limited

**PRITHA BOSE**  
Digitally signed  
by PRITHA BOSE  
Date: 2023.11.08  
12:32:02 +05'30'

(Pritha Bose)  
Company Secretary



Encl: as above.

**NOTICE**

My client Smt. Bharati Mukherjee wife of F-39, Late Samir Chandra Mukherjee of F-39, Kamdahari, Santi Sarani, Police Station - Bansdroni, Kolkata - 700084 in the District of South 24 Parganas; registered Deed of Gift in her favour on 17th November 2006 in DSR - I at Alipore recorded Book No. I, Volume No.263, Pages- 66 to 87, being No. I - 180/103553 for the year 2006, as per Deed schedule area 548 sq.ft. at Mouza - Kamdahari, J.L. No. 49, C.S Khatian No.381, C.S Dag No.153, being Premises No. 27, Santi Sarani; Kolkata-700084 in the District of South 24 Parganas. The Deed has lost or misplaced from her for which GDE No. 361 dated 06/04/2023 was in Bansdroni Police Station. Any person having any claim on this property may lodge it before the undersigned within 10 days from the date of this Notice, failing which any claim in this regard shall not be entertained in future. The Deed is not mortgaged in any Bank till now.

Pamela Das  
(Advocate)  
ALIPORE JUDGE'S COURT  
Kolkata - 700027,  
Enrolment No. 1097/2014

**JHARGRAM MUNICIPALITY**  
Sadhu Ramchand Murmu Sarani, Bachurdoba :: Jhargram  
Ph: 03221-255098, E-mail :: [jhargram.municipality@gmail.com](mailto:jhargram.municipality@gmail.com)  
Notice Inviting e-Tender, [ABRIDGED]  
WBMD/JM/NIT-15(e) /2023-24  
Memo no. JM-79/4P-W-15 Date : 06.11.2023  
Tender Id: 2023\_MAD\_600284\_1 to 9

**E-Tenders are being invited for Improvement of Bituminous Road under Jhargram Municipality. The details of above tender may be seen at the office Notice board, Notice Board of D.M.OFFICE, S.D.O. Office & Govt.E-Tender Portal <https://www.wbtednders.gov.in>. Last date of submission of Bid 01/12/2023 upto 11.00 a.m.**

Sd/-Chairperson,  
Jhargram Municipality

**MAN INFRACONSTRUCTION LIMITED**

12<sup>th</sup> Floor, Krushal Commercial Complex, G. M. Road, Chembur (West), Mumbai - 400 089 Website: [www.maninfra.com](http://www.maninfra.com)  
Investor Relation Contact: [investors@maninfra.com](mailto:investors@maninfra.com)  
Corporate Identity Number: L70200MH2002PLC136849

Tel: +91 22 42463999

**Notice – Information on Third Interim Dividend**

Notice is hereby given that the Board of Directors ("Board") of Man Infraconstruction Limited ("Company") at its Meeting held on Monday, 06th November, 2023 have declared Third Interim Dividend of Rs.0.36/- (18%) per Equity Share (of the face value of Rs. 2 each) for Financial Year 2023-24. The Board has fixed Friday, 17<sup>th</sup> November, 2023 as the Record date for the purpose of payment of Third Interim Dividend on the Equity Shares of the Company for the Financial Year 2023-24.

The Interim Dividend will be paid on Monday, 04<sup>th</sup> December, 2023:

- a. to all the beneficial owners in respect of shares held in dematerialized form as per the data received from National Securities Depository Limited (NSDL) and Central Depository Services (India) Limited (CDSL) as at the close of business hours on Friday, 17<sup>th</sup> November, 2023;
- b. to all the members in respect of shares held in physical form as at the close of business hours on Friday, 17<sup>th</sup> November, 2023.

Pursuant to Finance Act, 2020, dividend income will be taxable in the hands of the shareholders w.e.f. 1<sup>st</sup> April 2020 and the Company is required to deduct tax at source ("TDS") from dividend paid to the Members at the rates prescribed in the Income Tax Act, 1961 ("the IT Act").

In general, to enable compliance with TDS requirements, Members are requested to complete and / or update their Residential Status, PAN, Category as per the IT Act with their Depository Participants or in case shares are held in physical form, by writing to the Company's Registrar and Share Transfer Agent, LINK INTIME INDIA PVT. LTD. (Unit: Man Infraconstruction Limited) C-101, 247 Park, L B S Marg, Vikhroli (West), Mumbai - 400 083 email at [rnt.helpdesk@linkintime.co.in](mailto:rnt.helpdesk@linkintime.co.in) / [investors@maninfra.com](mailto:investors@maninfra.com) latest by Friday, 17<sup>th</sup> November, 2023.

A detailed communication with respect to Tax Deduction on Dividend, is being sent separately to the shareholders, whose E-mail IDs are registered with the RTA/DPS respectively and such communication will also be made available on the website of the Company under Investor Relations Section. To avail the benefit of non-deduction of tax at source, shareholders should submit the documents mentioned in the communication as applicable at Email ID: [investors@maninfra.com](mailto:investors@maninfra.com) on or before Friday, 17<sup>th</sup> November, 2023 to enable the Company to determine the appropriate TDS rates.

**For Man Infraconstruction Limited**

SD/-  
Place: Mumbai  
Date: 07<sup>th</sup> November, 2023  
Surgesh Dingankar  
Company Secretary

**NOTICE BEFORE THE NATIONAL COMPANY LAW TRIBUNAL KOLKATA BENCH**

C. P. (CA) No. 168/KB/2023  
Connected with  
C. A. (CAA) No. 145/(KB)/2023

In the Matter of the Companys, Act, 2013 - Section 230(6) read with Section 232(3)

- And -

In the Matter of: Jupiter Solar Power Limited, a company having Corporate Identification No. U5239 WB2006PLC111250 and its registered office at Unnayanam, 20A Ashutosh Chowdhury Avenue, Kolkata - 700019 - And -

In the Matter of: Alanta Exim Private Limited, a company having Corporate Identification No. U51909 WB2019PTC227804 and its registered office at Unnayanam, 20A Ashutosh Chowdhury Avenue, Kolkata - 700019 - And -

In the Matter of: Chirag Construction Company Private Limited, a company having Corporate Identification No. U45202WB1982PTC035208 and its registered office at Unnayanam, 20A Ashutosh Chowdhury Avenue, Kolkata - 700019 - And -

In the Matter of: Mitco Commercial Co Private Limited, a company having Corporate Identification No. U31909WB1982PTC035208 and its registered office at Unnayanam, 20A Ashutosh Chowdhury Avenue, Kolkata - 700019 - And -

In the Matter of: Teeknol Impex Private Limited, a company having Corporate Identification No. U50909 WB2013PTC198438 and its registered office at Unnayanam, 20A Ashutosh Chowdhury Avenue, Kolkata - 700019 - And -

In the Matter of: Jupiter Green Energy Private Limited, a company having Corporate Identification No. U41016WB2019PTC230241 and its registered office at Unnayanam, 20A Ashutosh Chowdhury Avenue, Kolkata - 700019 - And -

In the Matter of: Jupiter Solar Power Limited  
2. Alanta Exim Private Limited  
3. Chirag Construction Company Private Limited  
4. Mitco Commercial Co Private Limited  
5. Teeknol Impex Private Limited  
6. Jupiter Green Energy Private Limited  
..... Petitioner

**NOTICE OF PETITION**

A Petition under Section 230 to 232 of the Companies Act, 2013 read with Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 for approval of Composite Scheme of Arrangement ("Scheme") between the Petitioner companies and their respective members for (a) amalgamation of Alanta Exim Private Limited, Chirag Construction Company Private Limited, Mitco Commercial Co Private Limited, Teeknol Impex Private Limited (Transferor Companies) with and into Jupiter Solar Power Limited (Transeree Company); and (b) de-merger of Trading Businesses (De-merged Undertaking) of Jupiter Green Energy Private Limited with and into Jupiter Solar Power Limited on a going-concern basis was presented by the above named petitioners on 13/10/2023 and the said petition is fixed for hearing before Kolkata Bench of Hon'ble National Company Law Tribunal on 23/11/2023. Any person desirous of supporting or opposing the said petition should send to the National Company Law Tribunal, Kolkata Bench at 5, Esplanade Row (West), Kolkata - 700001 and also to the petitioner's authorized representative, if any, and if not already filed, should be filed before this Tribunal no later than 7 (seven) days before the next date of hearing of the petition and a copy of such representation should be simultaneously sent to the Authorised Representative of the said Petitioner(s). If no such representation is received by the Tribunal within such period, it shall be presumed that such Authorities have no representation to make on the said Scheme. A copy of the petition will be furnished by the undersigned to any person requiring the same.

Dated: 13/10/2023

Sd/-  
Place: Mumbai  
Registration No: IBPI/PA-001/IP-000668/2023/2023-11-137  
AFA No. AA1/11137/02/041223/105011 Valid till 04.12.2023  
Resolution Professional - PIK Resource India Pvt Ltd  
(Formerly known as PIK Studios Private Limited)  
(Under CIRP VIDE ORDER DATED 06.02.2023  
Regd. Address: B 213, Orchard Road Mall, Royal Palms, Aarey Colony Goregaon (East), Mumbai, Maharashtra, INDIA 400065; Email: [ca.m.sukhani@gmail.com](mailto:ca.m.sukhani@gmail.com)

**I SECURE CREDIT & CAPITAL SERVICES LIMITED**

CIN : L18209WB1994PLC062173  
Regd. Office : Old Nimita Road, Nandan Nagar, Belghoria, Kolkata-83  
Admin. Office : First Floor, Hall No. 2, MR ICON Next to Milestone Residency Bhayali, Vadodara-391410, Gujarat.  
Corp. Office : 1st Floor, City Castle Building East Fort, Thirissur 5, Pin : 680005, Kerala.  
E-mail : [compliance@iccsimpled.in](mailto:compliance@iccsimpled.in), Website : [www.orchidsecuritiesltd.com](http://www.orchidsecuritiesltd.com)  
Tel No. : +91 7574895589

Extract of Standalone Unaudited Financial Results for the quarter and half year ended 30th September, 2023 (₹ in Lakhs)

Sl. No.	Particulars	Standalone			
		Quarter Ended 30/09/2023 (Unaudited)	Quarter Ended 30/06/2023 (Unaudited)	Six Months Ended 30/09/2023 (Unaudited)	Year Ended 31/03/2023 (Audited)
1	Total Income from operations	48,973	74,232	27,930	113,157
2	Net Profit / (Loss) for the period (before Tax, Exceptional and/or Extraordinary items)	(6,630)	64,485	12,670	63,855
3	Net Profit / (Loss) for the period before tax (after Exceptional and/or Extraordinary items)	(0,630)	64,485	12,670	63,855
4	Net Profit / (Loss) for the period after tax (after Exceptional and/or Extraordinary items)	(0,496)	47,719	10,237	47,223
5	Total Comprehensive Income for the period [Comprising Profit / (Loss) for the period (after tax) and Other Comprehensive Income (after tax)]	(0,496)	47,719	10,237	47,223
6	Equity Share Capital (Face Value of ₹10/- each)	110,001	110,001	110,001	110,001
7	Reserves (Excluding Revaluation Reserve)	-	-	-	-
8	Earnings Per Share (of ₹10/- each) (*Not annualised)	(0.05)	0.434	0.093	0.429
	(a) Basic	(0.05)	0.434	0.093	0.429
	(b) Diluted	(0.05)	0.434	0.093	0.429

Notes :

1) The above is an extract of the detailed format of Unaudited Financial Results for the quarter and half year ended September 30, 2023 filed with the Stock Exchanges under Regulation 33 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015. The full format of the Unaudited Financial Results for the quarter and half year ended September 30, 2023 are available on the website of Stock Exchange(s) at [www.bseindia.com](http://www.bseindia.com), [www.nseindia.com](http://www.nseindia.com) and also on the Company's website at [www.orchidsecuritiesltd.com](http://www.orchidsecuritiesltd.com).

2) The Company does not have any Exceptional & Extraordinary items to report in the above periods.

3) Figures have been regrouped and rearranged, wherever considered necessary.

By Order of the Board  
Sd/- Rama Shankar Gupta  
Chairman & Managing Director  
DIN: 07843716

Place : Kokkata  
Date : 07.11.2023

For and on behalf of Board:  
I Secure Credit & Capital Services Limited  
SD/-  
Sojan Vettukalle Avirachan  
Managing Director  
DIN : 07593791

**INCREDIBLE INDUSTRIES LIMITED**

CIN : L27100WB1979PLC032200  
14, N.S. Road, 2nd Floor, Kolkata-700 001, Tel: 91 33 22428551  
E-mail: [investorsall@adhunikgroup.co.in](mailto:investorsall@adhunikgroup.co.in) | Website : [www.incredibleindustries.co.in](http://www.incredibleindustries.co.in)

**EXTRACT OF STATEMENT OF UNAUDITED FINANCIAL RESULTS FOR THE QUARTER AND HALF YEAR ENDED JOTH SEPTEMBER, 2023. (₹ in lakhs except for EPS)**

Sl. No.	Particulars	Quarter Ended				Six Months Ended	Year Ended
		30/09/2023 (Unaudited)	30/06/2023 (Unaudited)	30/09/2022 (Unaudited)	30/09/2023 (Unaudited)		
1	Total Income from operations	20,896.28	22,810.05	16,566.51	43,714.33	85,181.58	74,060.70
2	Net Profit / (Loss) for the period (before Tax, Exceptional and/or Extraordinary items)	40.65	238.36	44.95	279.01	85.69	713.91
3	Net Profit / (Loss) for the period before tax (after Exceptional and/or Extraordinary items)	40.65	238.36	44.95	279.01	85.69	713.91
4	Net Profit / (Loss) for the period after tax (after Exceptional and/or Extraordinary items)	52.96	133.41	26.89	186.37	56.55	490.73
5	Total Comprehensive Income for the period [Comprising Profit / (Loss) for the period (after tax) and Other Comprehensive Income (after tax)]	54.07	134.52	28.00	188.59	58.77	490.43
6	Equity Share Capital (Face Value of ₹10/- each)	4,676.38	4,676.38	4,676.38	4,676.38	4,676.38	7,986.57
7	Reserves (Excluding Revaluation Reserve)	*0.11	*0.29	*0.06	*0.40	*0.13	1.05
	(a) Basic	*0.11	*0.29	*0.06	*0.40	*0.13	1.05
	(b) Diluted	*0.11	*0.29	*0.06			



## ANNEXURE P14

**NATIONAL COMPANY LAW APPELLATE TRIBUNAL,  
PRINCIPAL BENCH, NEW DELHI****Competition Appeal (AT) No. 07 of 2023**

[Arising out of Order dated 15.03.2023 passed by the Competition Commission of India in Combination Registration No. C-2022/11/983]

**IN THE MATTER OF:**

The U.P. Glass Manufacturers Syndicate	.... Appellant
Vs	
Competition Commission of India & Ors.	.... Respondent

**Present:**

**For Appellant:** **Mr. Ratnako Banerji and Mr. Rajshekhar Rao, Sr. Advocate, Mr. Abhijeet Sinha, Mr. Indranil Ghosh, Mr. Debabrata Das, Mr. Palzer Moktan, Mr. Shaunak Mitra, Ms. Aanchal Tikmani, Mr. Anuj Singh, Mr. Saptarshi Mukherjee, Mr. Saikat Sarkar, Mr. Yashraj Samant, Advocates.**

**For Respondents:** **Mr. Naveen R Nath, Sr. Advocate with Mr. Udayan Jain, Mr. Harshwardhan Thakur, Mr. Raj Surana, Ms. Shana Nargis, Ms. Srisuti Vashisht, Ms. Gayathri Virmani, Mr. Raj Surana, Ms. Disha Gupta, Advocates for CCI.  
Ms. Shama Nargis, DD (CCI), Ms. Srishti Vashisht for CCI.**

**Mr. Vikram Nankani, Sr. Advocate with Mr. Vikram Wadehra, Advocate for R-3/RP.**

**Mr. Mukul Rohatgi, Mr. Arun Kathpalia and Mr. Krishnendu Datta, Sr. Advocates, Mr. Vaibhav Gaggar, Mr. Sanjeev Sharma, Mr. Akshay Nanda, Ms. Neha Mishra, Ms. Sanya Sud, Ms. Vaishali Goyal, Ms. Praniti Ganjoo, Mr. Aditye Arora, Ms. Threcy Lawrence, Ms. Vaishnavi Bansal, Mr. Ketan Saraf, Ms. Kokila Kumar, Mr. Rajat Sinha, Ms. Diksha Gupta, Ms. Neha Agarwal, Advocates.**

**With**

**Competition Appeal (AT) No. 08 of 2023**

[Arising out of Order dated 15.03.2023 passed by the Competition Commission of India in Combination Registration No. C-2022/11/983]

**IN THE MATTER OF:**

Independent Sugar Corporation Ltd. .... Appellant  
 Vs  
 Competition Commission of India & Anr. .... Respondent

**Present:**

**For Appellant:** **Mr. Abhimanyu Bhandari, Ms. Nattasha Garg,  
 Mr. Avishkar Singhvi, Mr. Thakur Ankit Singh,  
 Mr. Vivek Kumar, Advocates.**

**For Respondents:** **Mr. Naveen R Nath, Sr. Advocate with Mr.  
 Udayan Jain, Ms. Gayathri Virmani, Mr. Raj  
 Surana, Advocates for CCI.  
 Ms. Shama Nargis, DD (CCI), Ms. Srishti Vashisht  
 for CCI.**

**Ms. Smriti Churiwal, Advocate for RP**

**Mr. Mukul Rohatgi, Mr. Arun Kathpalia and Mr.  
 Krishnendu Datta, Sr. Advocates, Mr. Vaibhav  
 Gaggar, Mr. Sanjeev Sharma, Mr. Akshay Nanda,  
 Ms. Neha Mishra, Ms. Sanya Sud, Ms. Vaishali  
 Goyal, Ms. Praniti Ganjoo, Mr. Aditye Arora, Ms.  
 Threcy Lawrence, Ms. Vaishnavi Bansal, Mr.  
 Ketan Saraf, Ms. Kokila Kumar, Mr. Rajat Sinha,  
 Ms. Diksha Gupta, Ms. Neha Agarwal, Advocates.**

**Mr. Yadhunath Bhargavan, Mr. Akshay Chandra,  
 Mr. Rahul Choudhary, Mr. Ravjyot Singh, Mr.  
 Utkarsh Bhanu, Advocates in I.A. No. 2443/2023**

**With**

**Competition Appeal (AT) No. 09 of 2023**

[Arising out of Order dated 15.03.2023 passed by the Competition Commission of India in Combination Registration No. C-2022/11/983]

**IN THE MATTER OF:**

Geeta and Company .... Appellant  
 Vs  
 Competition Commission of India & Ors. .... Respondents

**Present:**

**For Appellant:** **Mr. Buddy Ranganadhan, Mr. Pawas  
 Kulshrestha, Advocates.**

**For Respondents:** Mr. Naveen R Nath, Sr. Advocate with Mr. Udayan Jain, Ms. Gayathri Virmani, Mr. Raj Surana, Ms. Disha Gupta, Advocates for CCI. Ms. Shama Nargis, DD (CCI) and Ms. Srishti Vashisht for CCI.

Mr. Vikram Nankani, Sr. Advocate with Mr. Vikram Wadehra, Advocate for R-3/RP

Mr. Mukul Rohatgi, Mr. Arun Kathpalia and Mr. Krishnendu Datta, Sr. Advocates, Mr. Vaibhav Gaggar, Mr. Sanjeev Sharma, Mr. Akshay Nanda, Ms. Neha Mishra, Ms. Sanya Sud, Ms. Vaishali Goyal, Ms. Praniti Ganjoo, Mr. Aditye Arora, Ms. Threcy Lawrence, Ms. Vaishnavi Bansal, Mr. Ketan Saraf, Ms. Kokila Kumar, Mr. Rajat Sinha, Ms. Diksha Gupta, Ms. Neha Agarwal, Advocates.

With

**Competition Appeal (AT) No. 10 of 2023**

[Arising out of Order dated 15.03.2023 passed by the Competition Commission of India in Combination Registration No. C-2022/11/983]

**IN THE MATTER OF:**

HNG Industries Thozilalar Nala Sangam	.... Appellant
Vs	
Competition Commission of India & Anr.	.... Respondents

**Present:**

**For Appellant:** Mr. Yadhunath Bhargavan, Mr. Akshay Chandra, Mr. Rahul Choudhary, Mr. Ravjyot Singh, Mr. Utkarsh Bhanu, Advocates

**For Respondents:** Mr. Naveen R Nath, Sr. Advocate with Mr. Udayan Jain, Ms. Gayathri Virmani, Mr. Raj Surana, Ms. Disha Gupta, Advocates for CCI. Ms. Shama Nargis, DD (CCI).

Mr. Vikram Nankani, Sr. Advocate with Mr. Vikram Wadehra, Advocate for RP

Mr. Mukul Rohatgi, Mr. Arun Kathpalia and Mr. Krishnendu Datta, Sr. Advocates, Mr. Vaibhav Gaggar, Mr. Sanjeev Sharma, Mr. Akshay Nanda,

**Ms. Neha Mishra, Ms. Sanya Sud, Ms. Vaishali Goyal, Ms. Praniti Ganjoo, Mr. Aditye Arora, Ms. Thrency Lawrence, Ms. Vaishnavi Bansal, Mr. Ketan Saraf, Ms. Kokila Kumar, Mr. Rajat Sinha, Ms. Diksha Gupta, Ms. Neha Agarwal, Advocates.**

## **J U D G M E N T**

### **ASHOK BHUSHAN, J.**

These four Appeal(s) have been filed against the same order dated 15.03.2023 passed by the Competition Commission of India (hereinafter referred to as the “**CCI**”) under Section 31, sub-section (1) of the Competition Act, 2022 (hereinafter referred to as the “**Act**”) approving the combination in response to the notice given by Respondent No.2, under Section 6, sub-section (2) of the Act. All the Appeal(s) having been filed against the same order, have been heard together and are being decided by this common judgment.

2. Brief facts necessary to be noticed for deciding the Appeal(s) are:

- (i) Hindustan National Glass & Industries Limited – Respondent No.3 (hereinafter referred to as the “**HNG**”) was admitted to insolvency by an order dated 21.10.2021 passed by the National Company Law Tribunal, Kolkata. On 21.07.2022, Respondent No.2 AGI Greenpac Limited (hereinafter referred to as the “**AGI**”) filed a Resolution Plan for acquisition of HNG. The Respondent No.2 – AGI filed a Notice under Form-1 of the Competition Commission of India (Procedure in regard to the

transaction of business relating to combinations) Regulations, 2011 (for short “**Combination Regulations**”) before the CCI seeking approval of proposed Combination. The CCI on 21.10.2022 declared Form-1 filed by AGI as invalid.

- (ii) On 28.10.2022, the Committee of Creditors (“**CoC**”) approved the Resolution Plan of AGI, which was submitted in insolvency proceedings against HNG.
- (iii) On 03.11.2022, AGI gave a Notice under Section 6, sub-section (2) of the Act regarding the proposed combination in Form-2. The Appellant (UPGMS) filed objections on 07.10.2022 before the CCI, raising objections against the combination for which notice was given on 27.09.2022. Again on 16.11.2022, the Appellant filed letter before the CCI raising objections to combination notice given by the AGI. The CCI by letter dated 17.11.2022 asked the Acquirer – AGI to provide certain information. The CCI vide letter dated 28.12.2022 required the Acquirer to remove certain defects and provide further information. The Acquirer submitted response to the above two letters of the CCI.
- (iv) The CCI held its Meeting on 09.02.2023, considered the information on record, details provided in the Notice and the responses filed by the Acquirer, and formed a *prima facie* opinion that the proposed combination is likely to cause an

Appreciable Adverse Effect on Competition (hereinafter referred to as the “**AAEC**”) in relevant market(s) in India. A show-cause notice dated 10.02.2023 under Section 29, sub-section (1) of the Act was issued to the Acquirer, wherein the Acquirer was directed to respond in writing within 30 days of the receipt of the show-cause notice, as to why investigation in respect of the proposed combination should not be conducted.

- (v) A letter dated 23.02.2023 was sent by the Commission to the Appellant (UPGMS) in reference to the objection and representations filed by the Appellant in Combination Registration No.C-2022/11/983. The copy of the order dated 22.02.2023 passed by the CCI was sent to the Appellant. The Commission communicated that the concern expressed relating to the assessment of the proposed combination has been noted by the Commission. It was communicated that no personal hearing can be granted. The Appellant filed an application before the CCI on 16.02.2023 for inspection of the case records. The request submitted by the Appellant - The U.P. Glass Manufacturers Syndicate (for short “**UPGMS**”) was not acceded and a letter dated 07.03.2023 was sent to the UPGMS by the CCI.
- (vi) The Acquirer submitted a response to show-cause notice vide its letter dated 10.03.2023. Along with reply to show-cause notice, the AGI submitted certain voluntary modifications.

Certain additional clarification regarding voluntary modifications were also submitted by the AGI on 14.03.2023.

- (vii) The Commission in its Meeting dated 15.03.2023 considered the response to the show-cause notice submitted by Respondent No.2 and voluntary modification submitted by AGI and after analysis of modification proposed by AGI, the CCI came to the conclusion that modification proposed by the Acquirer *prima facie* addressed the concern of the likely AAEC by the Acquirer. The CCI concluded that proposed combination is not likely to have an AAEC. Consequently an order was passed on 15.03.2023 under Section 31, sub-section (1) of the Act, approving the proposed combination on the notice which was given by the AGI under Section 6 sub-section (2) of the Act.
- (viii) Aggrieved by the order dated 15.03.2023, all the above Appeal(s) have been filed.

3. We now proceed to notice the details of each of the Appellant(s), who have impugned the order of CCI.

#### **Competition Appeal (AT) No. 07 of 2023**

4. This Appeal has been filed by the Appellant - The U.P. Glass Manufacturers Syndicate, who is an industry body of micro, small and medium scale manufacturers of glass based out of Uttar Pradesh representing the interest of MSME Glass Manufacturers in Uttar Pradesh.

UPGMS having received the information that in the CIRP of HNG, bids have been received from prospective Resolution Applicants, filed an Application before the Adjudicating Authority, seeking intervention, which was not entertained. The UPGMS's further case is that after coming to know about the notice given by the AGI to the CCI under Form – 1, filed the objections on 07.10.2022. The Appellant pleads that proposed combination is likely to cause an AAEC inasmuch the combined entity would have a market share of around 60%, resulting in significant horizontal effect and price would increase in the container glass market in India. Respondent Nos.2 and 3 were the largest players in the container glass market and customers would have limited ability to switch to competing manufacturers. UPGMS also filed an Application before the CCI, asking for details of the notice given by the AGI and to give it a personal hearing, which was denied by the CCI on 22.02.2023. The Appellant further pleaded that AGI and HNG have the largest market share in the relevant market and the acquisition by the AGI would affect product pricing, encourage predatory pricing, encourage cartelization and severely affect the business of several industries that are dependent on the container glass industry. Smaller players like the Members of UPGMS shall be adversely affected. The Appellant has also given certain details with regard to proceedings against HNG in the insolvency proceedings, which are not necessary to be noticed for deciding the Appeal.

#### **Competition Appeal (AT) No. 08 of 2023**

5. This Appeal has been filed by Independent Sugar Corporation Limited (“INSCO”) claiming to be a company incorporated under the laws of

Bermuda. The company INSCO is held by two groups of companies – RAMCO Holding Limited having 50% shareholding and Emil International Holdings Limited having the other 50% shareholding. The INSCO has also submitted its Resolution Plan in the insolvency proceedings of HNG. The Appellant had also given notice to the CCI under Section 6, sub-section (2) of the Act. The Appellant received the requisite approval from CCI vide Notice C-2022/09/974 dated 30.09.2022 under the Green Channel Route. The Appellant was therefore in receipt of the necessary certificate approval, prior to the approval of the Resolution Plan being voted by the CoC. The INSCO aggrieved by the order dated 15.03.2023 has filed this Appeal.

#### **Competition Appeal (AT) No. 09 of 2023**

6. This Appeal has been filed M/s. Geeta and Company, which is a proprietorship concern, registered under the Contract Labour (Regulation and Abolition) Act, 1970 and represents 275 workers, who are working at Hindustan National Glass Industries Haridwar Road, at New Tehri, which is a part of the Rishikesh Plant of Hindusthan National Glass & Industries Limited. The Appellant pleads that Rishikesh Plant of the Corporate Debtor is a lucrative and profitable plant of the company. The Rishikesh Plant has substantial and sizeable operations on account of which it has demonstrated growth in terms of revenue over the years. If this Plant is shutdown/ disposed off, it would defeat the basic tenets enshrined under the IBC. The Rishikesh Plan is a ‘crown jewel’ of the Corporate Debtor company. The Appellant came to know about the CIRP proceedings against the Corporate Debtor and Appellant used to follow the proceedings. The

Appellant also came to know that CCI has granted conditional approval in favour of AGI. The Appellant's case is that there is no guarantee that the new buyer of the Rishikesh Plant to be proposed by AGI will continue to run the Rishikesh Plan as a going concern. The composition proposed by the AGI envisages the sale of the Rishikesh Unit of the Corporate Debtor, land value of which is more than Rs.250 crores excluding the structures and machineries, which puts the future of over 675 workers and employees at jeopardy. The Appellant's case is that no purpose shall be served in disposing off the Rishikesh Plant, which is functioning as a profitable Unit of the Corporate Debtor.

#### **Competition Appeal (AT) No. 10 of 2023**

7. This Appeal has been filed by HNG Industries Thozialar Nala Sangam, which is a Workers Union representing the interests of the workers engaged in HNGIL, Puducherry which is sought to be merged by way of the Order dated 15.03.2023. The order dated 15.03.2023 allowed the proposed merger of the entire business of HNG Limited with AGI. The Appellant pleaded that urgent and necessary directions need to be issued with respect to the day-to-day operations of the target company HNGIL, which are of utmost concern for Appellant. The Appellant is entitled to be heard as per the principles of natural justice. The order dated 15.03.2023 passed by the CCI proposing modification which include closure of certain important production units, would result in the loss of employment of several Members of the trade unions and as such Appellant being the most affected stakeholder be given an opportunity of being heard. The Appellant

question's the order on several grounds. It is pleaded that CCI has failed to follow the process of law and principles of natural justice in passing the impugned order.

8. We have heard Shri Ratnako Banerji, learned Senior Counsel; Shri Rajshekhar Rao, Learned Senior Counsel for Appellant in Competition Appeal (AT) No.07 of 2023; Shri Abhimanyu Bhandari, learned Counsel has appeared in Competition Appeal (AT) No.08 of 2023; we have heard Shri Buddy Ranganadhan, learned Counsel in Competition Appeal (AT) No.09 of 2023 for the Appellant and Shri Yadhunath Bhargavan, learned Counsel appeared in Competition Appeal (AT) No.10 of 2023 for the Appellant. Shri Naveen R Nath, learned Senior Counsel with Shri Udayan Jain, learned Counsel appeared for Competition Commission of India. We have heard Shri Mukul Rohatgi, learned Senior Counsel, Shri Arun Kathpalia and Shri Krishnendu Datta, learned Senior Counsel for Respondent No.2 – AGI; Shri Vikram Nankani, learned Senior Counsel has appeared for RP, Respondent No.3.

9. The learned Senior Counsel appearing for the Appellant(s) have advanced various submissions to challenge the impugned order dated 15.03.2023. All the learned Counsel appearing for the Appellant having challenged the same impugned order dated 15.03.2023, we proceed to note the submission of learned Counsel for the Appellant(s) cumulatively, referring those submissions as submissions of the Appellant.

10. The submission of learned Counsel for the Appellant is that the show-cause notice issued by the CCI under Section 29, sub-section (1) was issued only to AGI – Respondent No.2 (in Competition Appeal (AT) No.07 of 2023) (hereinafter referred to as the “**Acquirer**”), whereas Section 29, sub-section (1) read with Competition Commission of India (Procedure in regard to the transaction of business relating to combinations) Regulations, 2011, requires that notice to be given to parties to combination. Respondent No.2 cannot be treated to be a party to the combination and notice was required to be issued both to Respondent Nos.2 and 3. The reply to show-cause notice was also given by Respondent No.2 – AGI alone suggesting modification. The CCI having not heard Respondent No.3, nor having issued notice to Respondent No.3, the entire proceedings culminating into the order dated 15.03.2023 is vitiated and the order dated 15.03.2023 deserves to be set aside on this ground alone.

11. The CCI having formed a *prima facie* opinion that the combination is likely to cause an AAEC, it was required to proceed with further investigation as per Section 29, sub-section (2) of the Act. The facts of the present case required a full-fledged investigation under Section 29 sub-section (2). The two big players in the relevant market merging together, the CCI ought to have issued an order under Section 29, sub-section (1A) calling a report from the Director General. It is submitted that when the CCI has formed a *prima facie* opinion that combination is likely to cause an AAEC, it was required to proceed under Section 29, sub-section (2), directing parties to the combination to publish details of the combination

after receipt of the reply to the show-cause notice. The scheme of Section 29, sub-section (2) does not envisage formation of any second *prima facie* opinion after receipt of the reply to the notice. In the present case, the CCI has not proceeded to act as per Section 29 sub-section (2), since it did not issue any direction to the parties of combination to publish the details of the combination for bringing the combination to the knowledge or information of the public and persons affected or likely to be affected by such combination, which procedure was skipped by the Commission. The interpretation put by the CCI to Section 29 (1) and (2) is not in accord with the scheme of the provisions of the Act. Section 30 itself provides that when a notice under sub-section (2) of Section 6 has been received, the Commission shall examine such notice and form its *prima facie* opinion under sub-section (1) of Section 29 and proceed as per provisions contained in that Section. Section 30 itself makes it clear that after formation of *prima facie* opinion under Section 29, sub-section (1), other part of Section 29 has to be followed as mandated by Section 30. Mandatory procedure has to be followed even where modification is offered under Regulation 25 (1-A) of the Combination Regulations, 2011.

12. As per Regulation 19 of the Combination Regulations, 2011, the Commission may accept appropriate modifications offered by the parties before forming a *prima facie* opinion under Section 29, sub-section (1). The Act does not contemplate one party to the combination offering a unilateral modification, the Commission has accepted the unilateral modification offered by Respondent No.2 along with its response to the show-cause

notice, which is a complete abdication of the Commission's statutory duty set out in Section 18 r/w Sections 6 and 29 of the Act. The modification suggested by Respondent No.2 do not eliminate AAEC. The Committee of Creditors having already passed the Resolution Plan on 28.10.2022, the Commission had no jurisdiction to proceed to approve the proposed combination. The modification proposed by Respondent No.2 has not been examined by the Commission, the Commission has merely put its stamp of approval on the modifications offered by Respondent No.2. Accepting the offer to divest the Rishikesh Plant of Respondent No.3 is a mere temporary arrangement without even adverting to the obvious question as to what is to become of the currently installed but non-operational capacity of nearly 1975 TPD is made operational. The CCI without application of mind has hurriedly proceeded to approve the combination after receipt of the modification without completing the process under Section 29. Respondent No.2 has deliberately filed Form-I in order to delay the process of approval of the Commission. Notice in Form-II was subsequently filed after approval of the Resolution Plan by the CoC.

13. There are no two stages of formation of *prima facie* opinion. Section 29 sub-section (2) cannot be read to mean that *prima facie* opinion has to be again made by the commission after receipt of response to the show-cause notice. All steps under Section 29 have to be completed before any order under Section 31 can be passed. Stage of Section 31 comes only after entire procedure under Section 29 is exhausted. The provisions of Act cannot be diluted by Regulation 25(1A). The order passed by the

Commission has effect on economy, hence, all people at large have to be heard. The facts given by Respondent No.2 were accepted as gospel truth without verification of facts by any means.

14. The learned Senior Counsel appearing for CCI refuting the submissions of learned Counsel for the Appellant(s) submits that none of the Appellant(s) have any locus to challenge the order dated 15.03.2023. The Appeal under Section 53B can only be filed by any person aggrieved by any direction, decision or order passed by the CCI. None of the Appellant(s) can be held to be aggrieved person within the meaning of Section 53B. The word 'aggrieved' connotes direct legal grievance, not the mere displeasure or an indirect legal grievance of the Appellant(s). The person aggrieved ought to refer to a person directly aggrieved by the order. The Appellant(s) being outsider to the proceedings, cannot be held to be aggrieved person. Hence, the Appeal(s) are liable to be rejected on this ground alone.

15. The CCI has followed the statutory process as provided in the Act and the Combination Regulations, 2011. After receipt of notice under Section 6, sub-section (2) on 03.11.2022, the CCI scrutinized the notice and asked the Acquirer to remove certain defects and provide certain clarification and documents. The Commission after receipt of the response to the letters issued to Respondent No.2 to provide documents and clarifications, considered the entire matter in its Meeting dated 09.02.2023 and formed a *prima facie* opinion that proposed combination is likely to cause AAEC. A show-cause notice dated 10.02.2023 was issued to Respondent No.2. Reply to show-cause notice was given by Respondent No.2 on 10.03.2023

with further clarification on 14.03.2023. The Commission considered the response in its Meeting dated 15.03.2023 and came to the conclusion that AAEC as was noticed in the show-cause notice, have been adequately addressed by the voluntary modification suggested by Respondent No.2. The Commission did not form any *prima facie* opinion under Section 29, sub-section (2) that combination is likely to cause AAEC, hence, there was no occasion to direct the parties to publish the details of the combination. Further, steps under Section 29 sub-section (2) are dependent on formation of *prima facie* opinion at the second stage, when *prima facie* opinion at the second stage was not formed, the Commission has rightly approved the combination under Section 31, sub-section (1). Regulation 25(1A) of Combination Regulations, 2011, permits suggestion of modification in response to the show-cause notice. The procedure adopted by the Commission in considering the notice under Section 6, sub-section (2) is in accordance with the Act and the Regulations.

16. The definition of 'parties' under the Act has to be considered in light of The General Clauses Act. 'Parties' can be both singular and plural. 'Parties' used in Section 29, sub-section (2) has to be looked into in the above manner.

17. It is submitted that divestiture of the Rishikesh Plan as suggested by the modification adequately addresses the AAEC concern. The Commission has in detailed considered all materials information given in the notice and other relevant materials on record and in accordance with Section 20, sub-section (4) has considered the matter. The decision of the Commission on

notice under Section 6, sub-section (2) has to be taken within a time line and the submission of the Appellant that the Commission hurriedly passed the order under Section 31, sub-section (1) is not correct. The commission after the AGI on 03.11.2022 filed a detailed application and after considering all relevant documents has passed the impugned order. The Commission is an Expert Body, which has been entrusted with inquisitorial jurisdiction in approving the combinations. At the stage when Commission approves the combination, the Appellant(s) had no right to be heard or permitted to participate in the proceedings. The approval of Resolution Plan by the CoC on 28.10.2022, does not affect the jurisdiction of the CCI to examine the notice under Section 6, sub-section (2) of 03.11.2022.

18. The learned Senior Counsel appearing for AGI also contended that none of the Appellant(s) have any locus to file the Appeal(s). The Appellant(s) cannot be said to be aggrieved person within the meaning of Section 53B. The Appellant(s) being not party to combination proceedings have no right to question the order dated 15.03.2022. It is submitted that the CCI is an Expert Body and it having taken the decision after following the due process of law, the Appellate Tribunal shall not substitute its own determination for determination which has been provided by an Expert Body. The information submitted by AGI were information, which were in public domain, which were provided by Resolution Professional of HNG. The RP having examined the Resolution Plan submitted by Respondent No.2 and having found it compliant with IBC Code has placed it before the CoC, which clearly indicates that Respondent No.3 has no objection

regarding acquisition by Respondent No.2. Referring to the Appeal filed by INSCO, it is submitted that INSCO being Resolution Applicant, whose bid has not been approved by the CoC, has no occasion to file this Appeal. INSCO when applied for approval from CCI they stated that they have no presence in India, whereas in the Appeal filed by them, it has been pleaded in paragraph 1 that it has a strong presence in India. The Appellant, who give such contradictory pleadings, need not be heard. By notice under Section 6, sub-section (2) an approval was sought and for any combination, the Regulator is required to consider several factors as enumerated in Section 20, sub-section (4) of the Act, which is a complex consideration. The Commission being satisfied by the response submitted by Respondent No.2 along with voluntary modification that AAEC effect is taken care of and in view of the modification proposed there is no likelihood of any AAEC, has rightly decided to not to proceed any further and has approved the combination. Public participation begins only when details are published as required by Section 29, sub-section (2) and there being no publication under Section 29, sub-section (2), the Appellants have no right to participate in any of the proceedings.

19. Shri Vikram Nankani, learned Senior Counsel appearing for Resolution Professional submits that the RP after being satisfied with the Resolution Plan submitted by Respondent No.2 is compliant of Insolvency and Bankruptcy Code, 2016 has placed the same before the CoC. The RP can have no objection, he having himself placed the Plan for approval, to the order dated 15.03.2023 passed by the CCI. The RP has placed the said

order before the Adjudicating Authority in the insolvency proceedings of Respondent No.3. The RP is not in any manner objecting to the order of the CCI dated 15.03.2023. The RP further submitted that at present the Corporate Debtor is functioning with only 50% capacity, hence, remedial actions are urgently required.

20. We have heard the submission of learned Counsel for the parties and have perused the record.

21. From the submission of learned Counsel for the parties and material on record, following points arose for consideration in these Appeal(s):

- (I) Whether the Appellant(s) have locus to challenge the order of the Competition Commission of India dated 15.03.2023 within the meaning of Section 53B of the Competition Act, 2002?
- (II) Whether Section 29, sub-section (1) contemplates that a Show Cause Notice to be issued to the parties to combination, i.e., both acquirer and the target entity or word 'parties' occurring in Section 29(1) has to be read singularly?
- (III) Whether non-issuance of Show Cause Notice to HNG vitiates the order of approval granted by the Commission under Section 31, sub-section (1)?
- (IV) Whether after formation of prima-facie opinion that combination is likely to cause an appreciable adverse effect on competition by the CCI under Section 29, sub-section (1), there was no occasion to form again a prima facie opinion under

Section 29(2) after receipt of response to the Show Cause Notice and the CCI was required to complete the further process under Section 29(2) including direction to the parties to the combination to publish details of combination?

- (V) Whether the process as contemplated under Section 29, subsection (2) having not been completed by the CCI before passing the order dated 15.03.2023, the order passed by the CCI is against the procedure prescribed under Section 29 and deserved to be set aside?
- (VI) Whether inspite of Respondent No.2 along with response to Show Cause Notice having offered modification to address the prima facie concern expressed in the said Show Cause Notice as per Regulation 25 (1) (a) of 2011 Regulations, the CCI was obliged to direct the parties to publish details of the combination?
- (VII) Whether the modifications suggested by Respondent No.2 in its reply to Show Cause Notice, adequately addressed the AAEC as expressed in the Show Cause Notice under Section 29, subsection (1)?
- (VIII) Whether the Commission in the impugned order has examined the relevant aspects as contained in Section 20, sub-section (4) of the Act or the impugned order suffers from non-application of mind?
- (IX) Whether order of the Commission dated 15.3.2023 can be said to have been passed in violation of principles of natural justice

since the objections filed by Appellant the U.P. Glass Manufacturers Syndicate even after the order dated 22.02.2023 were not duly considered?

**Point No. I**

22. The Respondents have challenged the locus of the Appellants to file the present Appeals. It is submitted that under Section 53B of the Competition Act, 2002, Appeal can be filed only by "any aggrieved person". The Appellants cannot be said to be person aggrieved by the Order dated 15<sup>th</sup> March, 2023 for being neither party to the combination nor has any legal injury by virtue of the order dated 15<sup>th</sup> March, 2023. The Appellant on the other hand have refuted the submissions of the Respondents and contends that ambit and scope of "any person aggrieved" under Section 53B has to be widely interpreted looking to the nature and purpose of the Competition Act, 2002. The object of the Competition Act is to eliminate practices having adverse effect on the competition. The Order impugned adversely affects the competition in the relevant market which shall affect the Appellant hence it cannot be said that Appellant has no locus to file the Appeal. For considering the above objection taken by Respondents, we may first examine the locus of the Appellant who has filed Competition Appeal No. 07 of 2023 i.e. UP Glass Manufacturer Syndicate. Whether the Appellant, UP Glass Manufacturer Syndicate has any locus to challenge the Impugned Order needs to be considered first.

23. We may notice the credentials of the Appellants and pleadings in the Appeal. For considering the objections raised by the Respondents, in paragraph 7 of the Appeal, under heading: facts of the case, in sub-paragraph (iv), following has been pleaded:

*"(iv) As prefaced above, the Appellant herein is an industry body of micro, small and medium scale manufacturers of glass based out of Uttar Pradesh representing the interests of such MSME Glass Manufacturers in Uttar Pradesh. The constituent members of the Appellant operate with at least 35 furnaces installed with currently 27 furnaces operational in Firozabad cluster and 5 lacs people are directly and indirectly involved in the business of the members whose livelihood depend on such employment. The Appellant's business turnover in aggregate stands at Rs. 3000 Crore approx. and annual GST contribution is Rs. 550 Crore. The Appellant shall submit relevant documents in support of this data and information, as and when directed by this Hon'ble Appellate Tribunal."*

24. In sub-paragraph 7(vi), the Appellants have further elaborated the consequences of acquisition of HNG by AGI. 7(vi)(h) states as follows:

*"(h) Merger of Respondent No. 3 with Respondent No. 2 being the largest players in the relevant market would affect product pricing, encourage predatory pricing, encourage cartelisation and severely affect the business of several industries that are dependent on the container glass industry including the food, liquor, pharma and home décor industry, amongst others,*

*and adversely affect smaller players like the members of the Appellant in the same and different fields that entirely depend on the larger companies for pricing and raw material.”*

25. We now need to notice the Judgments relied upon by both the parties where expression ‘aggrieved person’ came for consideration.

26. Respondents have placed reliance on Judgment of Hon’ble Supreme Court in “**Adi Pherozshah Gandhi Vs. H.M. Seervai, AG of Maharashtra**”, 1970 2 SCCC 484. Hidayatullah, C.J. speaking for the Court in paragraph 11 of the Judgment laid down following:

*“From these cases it is apparent that any person who feels disappointed with the result of the case is not a ‘Person aggrieved’. He must be disappointed of a benefit which he would have received if the order had gone the other way. The order must cause him a legal grievance by wrongfully depriving him of something. It is no, doubt a legal grievance and not a grievance about material matters but his, legal grievance must be a tendency to injure That the order is wrong or that it acquits someone who he thinks ought to be convicted does not by itself give rise to a legal grievance. These principles are gathered from the cases cited and do not, as I shall show later, do violence to the context in which the phrase occurs in the Advocates’ Act. Although I am aware that in *Seven Oaks Urban District Council v. Twynham Lord Hewart C.J.*, uttered words of caution, again emphasised by Lord Parker C.J., in *Ealing Corporation v. Jones*, in applying too readily the definitions given in relation to other statutes but I do*

*not think I am going beyond what Lord Hewart C.J., said and what Lord Parker C.J., did in the case. Lord Parker observed:*

*".... As Lord Hewart C.J. pointed out in Seven Oaks Urban District Council v. Twynam: 'But as has been said again and again there is often little utility in seeking to interpret particular expressions in one statute by reference to decisions given upon similar expressions in different statutes which have been enacted *alio intuitu*. The problem with which we are concerned is not, what is the meaning of the expression 'aggrieved' in any one of a dozen other statutes, but what is its meaning in this part of this statute?' Accordingly, I only look at the cases to which we have been referred to see if there are general principles which can be extracted which will guide the court in approaching the question as to what the words 'person aggrieved' mean in any particular statute."*

*If I may say respectfully I fully endorse this approach. I am now in a position to examine the Advocates' Act but before so I must refer to a case near in point to this case, than any considered before."*

27. Another Judgment relied upon by Respondent is AIR 1976 SC 578,

**"Jasbhai Motibhai Desai Vs. Roshan Kumar, Haji Bashir Ahmed & Ors".**

wherein paragraph 48, Hon'ble Supreme Court while considering the

entitlement of Appellant in that case to file an Appeal made following observations:

*“48. In the light of the above discussion, it is demonstrably clear that the appellant has not been denied or deprived of a legal right. He has not sustained injury to any legally protected interest. In fact, the impugned order does not operate as a decision against him, much less does it wrongfully affect his title to something. He has not been subjected to a legal wrong. He has suffered no legal grievance. He has no legal peg for a justiciable claim to hang on. Therefore, he is not a ‘person aggrieved’ and has no locus standi to challenge the grant of the no-objection certificate.”*

28. Another Judgment relied upon by Respondent is “**A. Subash Babu vs. State of Andhra Pradesh**”, (2011) 7 SCC 616. Hon’ble Supreme Court in the said Judgment laid down that the expression “aggrieved person” denotes an elastic and elusive concept. Supreme Court held that its scope and meaning depends on diverse variable factors such as the content and intent of the statute. In paragraph 25, following has been laid down:

*“25. Even otherwise, as explained earlier, she suffers several legal wrongs and/or legal injuries when second marriage is treated as a nullity by the husband arbitrarily, without recourse to the Court or where declaration sought is granted by a competent Court. The expression "aggrieved person" denotes an elastic and an elusive concept. It cannot be confined within the bounds of a rigid, exact and comprehensive*

*definition. Its scope and meaning depends on diverse, variable factors such as the content and intent of the statute of which contravention is alleged, the specific circumstances of the case, the nature and extent of complainant's interest and the nature and the extent of the prejudice or injury suffered by the complainant. Section 494 does not restrict right of filing complaint to the first wife and there is no reason to read the said Section in a restricted manner as is suggested by the learned Counsel for the appellant. Section 494 does not say that the complaint for commission of offence under the said section can be filed only by wife living and not by the woman with whom subsequent marriage takes place during the life time of the wife living and which marriage is void by reason of its taking place during the life of such wife. The complaint can also be filed by the person with whom second marriage takes place which is void by reason of its taking place during the life of first wife."*

29. Respondents have also placed reliance on Judgment of the Supreme Court in "**Northern Plastics Limited Vs. Hindustan Photo Films Mfg. Co. Ltd. and Ors.**" (1997) 4 SCC 452, where Hon'ble Supreme Court while considering the provisions of the Customs Act, 1962 to file an Appeal to CEGAT, Supreme Court while dealing with Section 129A made following observations:

*"In the light of this statutory scheme, therefore, it is not possible to agree with the contention of learned counsel for the contesting respondents that sub-section*

(1) of [Section 129-A](#) entitles any and every person feeling aggrieved by the decision or order of the Collector of Customs as an adjudicating authority, to prefer statutory appeal to the Appellate Tribunal. Neither the Central Government, through Industries Department, nor the rival company or industry operating in the same field as the importer can as a matter of right prefer an appeal as 'person aggrieved' is wider than the phrase 'party aggrieved'. But in the entire context of the statutory scheme especially subsection (3) of [Section 129-A](#) it has to be held that only the parties to the proceedings before the adjudicating authority Collector of Customs could prefer such an appeal to the CEGAT and the adjudicating authority under S.122 can prefer such an appeal only when directed by the Board under [Section 129-D\(1\)](#) and not otherwise. It is easy to visualise that even a third party may get legitimately aggrieved by the order of the Collector of Customs being the adjudicating authority if it is contended by such a third party that the goods imported really belonged to it and not to the purported importer or that he had financed the same and, therefore, in substance he was interested in the goods and consequently the release order in favour of the purported importer was prone to create a legal injury to such a third party which is not actually arraigned as a party before the adjudicating authority and was not heard by it. Under such circumstances such a third party might perhaps be treated to be legally aggrieved by the order of the Collector of Customs as an adjudicating authority and may legitimately prefer an appeal to the CEGAT as a 'person aggrieved'. That is the reason why the Legislature in its wisdom has used

*the phrase 'any person aggrieved' by the order of Collector of Customs as adjudicating authority in Section 129-A(1). But in order to earn a locus standi as 'person aggrieved' other than the arraigned party before the Collector of Customs as an adjudicating authority it must be shown that such a person aggrieved being third party has a direct legal interest in the goods involved in the adjudication process. It cannot be a general public interest or interest of a business rival as is being projected by the contesting respondents before us."*

30. Another Judgment relied upon by Respondent is "**Ayaaubkhan Noorkhan Pathan Vs. State of Maharashtra**", AIR 2013 SC 58, wherein paragraph 9 dealing with "person aggrieved" following has been laid down;

*"Person aggrieved*

*9. It is a settled legal proposition that a stranger cannot be permitted to meddle in any proceeding, unless he satisfies the Authority/Court, that he falls within the category of aggrieved persons. Only a person who has suffered, or suffers from legal injury can challenge the act/action/order etc. in a court of law. A writ petition under Article 226 of the Constitution is maintainable either for the purpose of enforcing a statutory or legal right, or when there is a complaint by the appellant that there has been a breach of statutory duty on the part of the Authorities. Therefore, there must be a judicially enforceable right available for enforcement, on the basis of which writ jurisdiction is resorted to. The Court can of course, enforce the performance of a statutory duty by a public body, using its writ*

*jurisdiction at the behest of a person, provided that such person satisfies the Court that he has a legal right to insist on such performance. The existence of such right is a condition precedent for invoking the writ jurisdiction of the courts. It is implicit in the exercise of such extraordinary jurisdiction that, the relief prayed for must be one to enforce a legal right. In fact, the existence of such right, is the foundation of the exercise of the said jurisdiction by the Court. The legal right that can be enforced must ordinarily be the right of the appellant himself, who complains of infraction of such right and approaches the Court for relief as regards the same. (Vide State of Orissa v. Madan Gopal Rungta, Saghir Ahmad & Anr. v. State of U.P., Calcutta Gas Company (Proprietary) Ltd. v. State of West Bengal & Ors., Rajendra Singh v. State of Madhya Pradesh and Tamilnad Mercantile Bank Shareholders Welfare Association v. S.C. Sekar & Ors..)”*

31. The above judgements in different context had occasion to examine the expression “aggrieved person”. Respondents relying upon the said judgements have contended that since the Appellant has not suffered any legal injury, they have no right to challenge the order of the Competition Commission of India.

32. One more Judgment which has been relied upon by CCI is judgement of Competition Appellate Tribunal in “**Jitender Bhargava vs. CCI and Ors**”, dealing with locus standi where the Competition Commission has granted approval to a combination of two Airlines namely Etihad Airways PJSC and Jet Airways (India) Ltd. which was challenged claiming to be

public spirited person, following observations were made in paragraph 10, 11 and 12:

*"10. Since we are not expressing any opinion on the correctness or otherwise of either procedure taken or the reasoning by the CCI we desist from expressing anything on those aspects. However, in our opinion there was no locus standi whatsoever in the Appellant for the following reasons:-*

*Section 53(B) is in the following terms:-*

*(1) The Central Government or the State Government or a local authority or enterprise or any person aggrieved by any direction, decision or order referred to in clause (a) of Section 53(A) may prefer an appeal to the Appellate Tribunal.*

*Section 53A provides for establishment of an Appellant Tribunal, sub clause (1) runs as under:-*

*a) to hear and dispose of appeals against any direction issued or decision made or order passed by the Commission under sub sections (2) and (6) of section 26, section 27, section 28, section 31, section 32, section 33, section 38, section 39, section 43, section 43A, section 44, section 45 or section 46 of this Act.*

*b) to adjudicate on claim for compensation that may arise from the findings of the Commission or the orders of the Appellate Tribunal etc.*

11. *It is therefore axiomatic that in order to be able to file an appeal by any person he has to be an aggrieved person. Inspite of lengthy arguments we are not convinced that Shri Jitender Bhargava, the Appellant can be in any manner be an aggrieved person, particularly, by the approval of the combination.*

12. *Learned Senior Counsel very seriously argued that as the Combination has been approved of on an incorrect appreciation of facts and law, the Appellant feels aggrieved. We do not see any reason firstly to discuss the merit or demerits of the logic and rational in the order of CCI, particularly because that could have been questioned by the person really aggrieved. Since we do not see the Appellant as an aggrieved person we do not wish to go into that aspect. Shri Ramji Srinivasan also did not press this point further.”*

33. Refuting the submissions of the Respondents, Appellant has placed reliance on the judgement of the Hon’ble Supreme Court in “**Samir Agarwal Vs. CCI & Ors.**”, 2021 3 SCC 136. Judgment of the Samir Aggarwal was delivered by the Hon’ble Supreme Court in reference to information submitted by the Appellant to initiate an enquiry under Section 26(2) of the Competition Act, 2002 into the alleged anti-competitive conduct of ANI Technologies Pvt. Ltd. (OLA) and Uber India Systems Pvt. Ltd. where Hon’ble Supreme Court has occasion to consider the locus standi. Hon’ble Supreme Court in the case of Samir Agarwal has held that in the context of the Competition Act, the expression a ‘person aggrieved’ has to be understood widely and not be constructed narrowly as was done in Adi

Pherozshah Gandhi. Following observation was made in paragraph 21 and 23:

*“21. Clearly, therefore, given the context of the Act in which the CCI and the NCLAT deal with practices which have an adverse effect on competition in derogation of the interest of consumers, it is clear that the Act vests powers in the CCI and enables it to act in rem, in public interest. This would make it clear that a “person aggrieved” must, in the context of the Act, be understood widely and not be construed narrowly, as was done in Adi Pherozshah Gandhi (*supra*). Further, it is not without significance that the expressions used in sections 53B and 53T of the Act are “any person”, thereby signifying that all persons who bring to the CCI information of practices that are contrary to the provisions of the Act, could be said to be aggrieved by an adverse order of the CCI in case it refuses to act upon the information supplied. By way of contrast, section 53-N(3) speaks of making payment to an applicant as compensation for the loss or damage caused to the applicant as a result of any contravention of the provisions of Chapter II of the Act, having been committed by an enterprise. By this sub-section, clearly, therefore, “any person” who makes an application for compensation, under sub-section (1) of section 53N of the Act, would refer only to persons who have suffered loss or damage, thereby, qualifying the expression “any person” as being a person who has suffered loss or damage. Thus, the preliminary objections against the Informant/Appellant filing Information before the CCI and filing an appeal before the NCLAT are rejected.*

.....

23. Obviously, when the CCI performs inquisitorial, as opposed to adjudicatory functions, the doors of approaching the CCI and the appellate authority, i.e., the NCLAT, must be kept wide open in public interest, so as to subserve the high public purpose of the Act."

34. In the Judgment of the Hon'ble Supreme Court in **Samir Aggarwal** where Hon'ble Supreme Court was considering the expression 'person aggrieved' in context of the Competition Act it was categorically held by Hon'ble Supreme Court that the expression person aggrieved has to be understood widely and not be construed narrowly. The construction of the "person aggrieved" in Adi Pherozshah Gandhi was clearly departed.

35. In this context, we may also notice duties and function entrusted to the Commission. Section 18 of the Act provides as follows:

*"18. Duties and functions of Commission.--Subject to the provisions of this Act, it shall be the duty of the Commission to eliminate practices having adverse effect on competition, promote and sustain competition, protect the interests of consumers and ensure freedom of trade carried on by other participants, in markets in India:*

*Provided that the Commission may, for the purpose of discharging its duties or performing its functions under this Act, enter into any memorandum or arrangement with the prior approval of the Central Government, with any agency of any foreign country:*

*Provided further that, the Commission may, for the purpose of discharging its duties or performing its functions under this*

*Act, enter into any memorandum or arrangement with any statutory authority or department of Government."*

36. The present is a case where Appellants are challenging the order passed by the Commission approving the combination of two biggest market players in container glass industry. It is contended in the Appeal that approval of the combination has been done in breach of the procedure prescribed in the Competition Act. We have noticed the pleading in C.A. (AT) No. 7/2023 where it is specifically pleaded that Appellant is also a body of micro and small manufacturers of glass based in UP which represent the interest of MSME Glass Manufacturer. The Appellant in the Appeal pleads and has enumerated various consequences of combination of two largest players in market. The Appellant expresses apprehension and filed objection before the CCI even before the approval of the combination and the Commission vide its letter dated 23.02.2023 has noted the concern raised by the Appellant and Appellant was communicated that their concerns shall be noted at the relevant time. Letter dated 23<sup>rd</sup> February, 2023 by which order passed by the Commission dated 22.02.2023 was communicated to the Appellant, has been filed as Annexure 11 to the Appeal. Order dated 22.02.2023 of Commission which was in response to the reference made by UP Glass Manufacturer Syndicate, in the combination registration number C-2022/11983, wherein paragraph 6, following has been observed:

*"6. As regards the concerns expressed relating to the competition assessment of the Proposed Combination, the Commission has noted the same. The Proposed*

*Combination is presently under review of the Commission and, needless to add, the submissions shall be duly considered while assessing the effect or likely effect of the Proposed Combination on competition, in accordance with law, at the appropriate stage.”*

37. We have noticed above the Judgment of the Hon’ble Supreme Court in ‘A. Subash Bhai Vs. State of AP’ where Hon’ble Supreme Court has held that expression “aggrieved person” denotes elastic and elusive concept which cannot be confined within the bounds of a rigid, exact and comprehensive definition. It was held that **“its scope and meaning depends on diverse, variable factors such as the content and intent of the statute of which contravention is alleged”**. The emphasis by the Hon’ble Supreme Court is that while considering the concept of aggrieved person, content and intent of the statute has to be looked into. Thus while considering the locus of the Appellant, we have to consider the content and intent of the Competition Act, 2002 while answering the issue.

38. Hon’ble Supreme Court in **‘Samir Aggarwal vs CCI’** as noted above has categorically held that expression “an aggrieved person” must in the context of the Competition Act be understood widely and not be constructed narrowly. It is further observed that CCI performs inquisitorial, as opposed to adjudicatory functions, the doors of approaching the CCI and the appellate authority, i.e., the NCLAT, must be kept wide open in public interest, so as to subserve the high public purpose of the Act. The Judgment of the Hon’ble Court in **‘Samir Aggarwal’** was delivered in context of Competition Act, 2002 and in view of the law laid down in **‘Samir**

**Aggarwal'** and the pleadings of the Appellant (UP Glass Manufacturer Syndicate), we are satisfied that the Appeal filed by the Appellant cannot be thrown out on the ground of locus. Appellant who had filed Letters before the CCI beginning from 07.10.2022 and have been expressing their apprehension of appreciable adverse effect on competition, was also found true by the Commission while issuing show cause notice under Section 29(1). It is appropriate that pleas raised by the Appellant in the Appeal questioning the order of the commission, be considered on merits and answered, instead of throwing the appeal on the ground of locus. We thus reject the objection of the Respondents that none of the Appellants have locus to file the Appeal. We having found the Appellant-UP Glass Manufacturer Syndicate having locus to challenge the order, and having decided to proceed to examine the challenge on merits it is unnecessary to deal with the locus of other three Appellants in Competition Appeal (AT) No. 08 of 2023, 09 of 2023 and 10 of 2023. In result, we reject the objections of the Respondents regarding locus and proceed to decide the Appeals on merits.

### **Point No.II**

39. Section 29(1) of the Competition Commission Act provides as follows:

*"(1) Where the Commission is of the <sup>1</sup> [prima facie] opinion that a combination is likely to cause, or has caused an appreciable adverse effect on competition within the relevant market in India, it shall issue a notice to show cause to the parties to combination calling upon them to respond within thirty days of the receipt of the notice, as to*

*why investigation in respect of such combination should not be conducted.”*

40. Combination Regulation, 2011, Regulation 2(f) defines the parties to the combination in following words:

*“(f) Parties to the combination” means persons or enterprises entering into the combination and shall include the combined entity if the combination has come into effect;”*

41. Under Combination Regulation, 2011, notice has to be given in Form II. A perusal of the Form-II indicate that the parties have to give notice. The definition of parties as contained in the Regulation makes it clear that parties to the combination means person or enterprise entering into the combination and shall include the combined entity if the combination has come into effect. The word ‘combination’ itself contemplates combination of two entities or more. Section 29(1) contemplates that show cause notice has to be issued to the parties to combination. The expression has to be read to mean that notice has to be issued to parties to the combination. Parties to the combination clearly means the acquirer and the target entity. It may so happen that notice under Regulation 5 of 2011 has been given by only one party but Section 29(1) contemplates notice to parties to the combination. There is purpose and object in Section 29(1) for providing show cause notice to parties to the combination calling upon them to response. The use of the expression “them” itself indicate that both the parties to the combination have to be noticed.

42. Learned Counsel for the Competition Commission of India has relied on General Clauses Act, Section 13 which provides as follows:

*“13. Gender and number.—In all 2 [Central Acts] and Regulations, unless there is anything repugnant in the subject or context,— (1) words importing the masculine gender shall be taken to include females; and (2) words in the singular shall include the plural, and vice versa.”*

43. It is true that as per General Clauses Act words in the singular shall include the plural, and vice versa. There can be no quarrel to the provision of General Clauses Act that words in singular includes plural and vice versa but when we look into the specific purpose and object which is delineated by Section 29(1), in show cause notice to both the parties, we cannot agree with the submission of the CCI that parties in the present case shall only be the AGI who has given notice under Section 6(2). There can be no doubt that Respondent No. 2-AGI who has given notice under Section 6(2) is included within the definition of parties. The show cause notice specifically required to be given to both of them. The statute clearly contemplates issuance of show cause notice to both the parties of the combination.

44. We thus answer Point No. II holding that Section 29(1) of the Act, contemplates that show cause notice has to be issued to both parties to the combination i.e. acquirer and target entity.

### **Point No.III**

45. We having found that show cause notice was required to be issued to both the Acquirer and Target Entity and in the present case shows cause

notice by the Competition Commission has been issued only to Acquirer i.e. AGI. What is the consequence of non-issuance of notice to Respondent No. 3 need to be answered?

46. As noted above, insolvency proceedings has been initiated against the Respondent No. 3, HNG by Order dated 21.10.2021 passed by NCLT, Kolkata Bench. Resolution Professional was appointed to represent the Respondent No. 3. In the present case, the Respondent No. 2, Acquirer has submitted a Resolution Plan for acquiring Respondent No. 3 which Resolution Plan was placed by the Resolution Professional before the Committee of Creditors for consideration after being satisfied that Resolution Plan is compliant of I&B Code, 2016. All information with regard to Respondent No. 3 i.e. Corporate Debtor who is in insolvency have been put in the Information Memorandum by the Resolution Professional. The Information pertaining to Respondent No. 3 submitted by Resolution Professional are based on financial statements of the Corporate Debtor which are submitted to the Ministry of Corporate Affairs. It is also on record that Resolution Plan which was submitted by Respondent No. 2 AGI for acquiring the Respondent No. 3 has also received the approval of the Committee of Creditors on 28.10.2022 i.e. before notice in Form II was submitted by the Respondent No. 2 before the CCI. The Resolution Professional has also appeared in these Appeals and submitted that Resolution Professional does not have any objection against the Order dated 15<sup>th</sup> March, 2023 passed by the Competition Commission of India and accepting the said order, Resolution Professional has also filed an

Application before the Adjudicating Authority to take the order on record as compliance of the provision of Section 31(4) of I&B Code, 2016. In the facts of the present case, especially that Respondent No. 3 is in insolvency and the Resolution Professional himself has placed proposal for acquisition of Respondent No. 2 which has been approved by the Committee of Creditors and all details and information have been given by Respondent No. 2 in its notice under Section 6(2) of Competition Act which relate both to Respondent No. 2 and Respondent No. 3, non-issuance of notice to target entity i.e. Respondent No. 3 is not to *ipso facto* vitiate the order of the Commission when Respondent No. 3 has neither any objection nor grievance regarding non-service of notice to Respondent No. 3 and information regarding Respondent No. 3 are all in public domain which has been used by Respondent No. 2 in submitting the notice. We are of the view that by mere non-issuance of notice to Respondent No. 3, the proceedings before the CCI need not be annulled. We thus answer Point No. III, accordingly.

#### **Point Nos. IV, V and VI**

47. The learned Counsel for both the parties have addressed elaborate submissions on interpretation of Section 29, 30 and 31 as well as Combination Regulations 2011. Before we enter into respective submissions of learned Counsel for the parties, we need to notice relevant provisions of the Act in the above reference. Section 6 deals with 'Regulation of combinations'. Section 6, sub-section (2) oblige any person or enterprise, who purposes to enter into a combination to give a notice to

the Commission in the form as may be specified. Section 29 deals with 'Procedure for investigation and combination'. Section 29 provides as follows:

***"Procedure for investigation of combination"***

*29. (1) Where the Commission is of the *prima facie* opinion that a combination is likely to cause, or has caused an appreciable adverse effect on competition within the relevant market in India, it shall issue a notice to show cause to the parties to combination calling upon them to respond within thirty days of the receipt of the notice, as to why investigation in respect of such combination should not be conducted.*

*1(A) After receipt of the response of the parties to the combination under subsection (1), the Commission may call for a report from the Director General and such report shall be submitted by the Director General within such time as the Commission may direct.*

*(2) The Commission, if it is *prima facie* of the opinion that the combination has, or is likely to have, an appreciable adverse effect on competition, it shall, within seven working days from the date of receipt of the response of the parties to the combination, or the receipt of the report from Director General called under sub section (1A), whichever is later] direct the parties to the said combination to publish details of the combination within ten working days of such direction, in such manner, as it thinks appropriate, for bringing the combination to the knowledge or information of the public*

*and persons affected or likely to be affected by such combination.*

*(3) The Commission may invite any person or member of the public, affected or likely to be affected by the said combination, to file his written objections, if any, before the Commission within fifteen working days from the date on which the details of the combination were published under sub-section (2).*

*(4) The Commission may, within fifteen working days from the expiry of the period specified in sub-section (3), call for such additional or other information as it may deem fit from the parties to the said combination.*

*(5) The additional or other information called for by the Commission shall be furnished by the parties referred to in sub-section (4) within fifteen days from the expiry of the period specified in sub-section (4).*

*(6) After receipt of all information and within a period of forty-five working days from the expiry of the period specified in sub-section (5), the Commission shall proceed to deal with the case in accordance with the provisions contained in section 31.”*

48. Section 30 deals with ‘Procedure in case of notice under sub-section (2) of section 6, which is to the following effect:

***“Procedure in case of notice under sub-section (2) of section 6***

*30. Where any person or enterprises has given a notice under sub-section (2) of section 6, the Commission shall examine such notice and form its *prima facie**

*opinion as provided in sub-section (1) of section 29 and proceed as per provisions contained in that section.”*

49. Section 31 deals with ‘Orders of Commission on certain combinations’ is as follows:

***“Orders of Commission on certain combinations”***

*31. (1) Where the Commission is of the opinion that any combination does not, or is not likely to, have an appreciable adverse effect on competition, it shall, by order, approve that combination including the combination in respect of which a notice has been given under sub-section (2) of section 6.*

*(2) Where the Commission is of the opinion that the combination has, or is likely to have, an appreciable adverse effect on competition, it shall direct that the combination shall not take effect.*

*(3) Where the Commission is of the opinion that the combination has, or is likely to have, an appreciable adverse effect on competition but such adverse effect can be eliminated by suitable modification to such combination, it may propose appropriate modification to the combination, to the parties to such combination.*

*(4) The parties, who accept the modification proposed by the Commission under subsection (3), shall carry out such modification within the period specified by the Commission.*

*(5) If the parties to the combination, who have accepted the modification under subsection (4), fail to carry out the modification within the period specified by*

*the Commission, such combination shall be deemed to have an appreciable adverse effect on competition and the Commission shall deal with such combination in accordance with the provisions of this Act.*

*(6) If the parties to the combination do not accept the modification proposed by the Commission under subsection (3), such parties may, within thirty working days of the modification proposed by the Commission, submit amendment to the modification proposed by the Commission under that subsection.*

*(7) If the Commission agrees with the amendment submitted by the parties under subsection (6), it shall, by order, approve the combination.*

*(8) If the Commission does not accept the amendment submitted under subsection (6), then, the parties shall be allowed a further period of thirty working days within which such parties shall accept the modification proposed by the Commission under subsection (3).*

*(9) If the parties fail to accept the modification proposed by the Commission within thirty working days referred to in sub-section (6) or within a further period of thirty working days referred to in sub-section (8), the combination shall be deemed to have an appreciable adverse effect on competition and be dealt with in accordance with the provisions of this Act.*

*(10) Where the Commission has directed under sub-section (2) that the combination shall not take effect or the combination is deemed to have an appreciable adverse effect on competition under sub-section (9), then,*

*without prejudice to any penalty which may be imposed or any prosecution which may be initiated under this Act, the Commission may order that –*

*(a) the acquisition referred to in clause (a) of section 5; or*

*(b) the acquiring of control referred to in clause (b) of section 5; or*

*(c) the merger or amalgamation referred to in clause (c) of section 5, shall not be given effect to:*

*Provided that the Commission may, if it considers appropriate, frame a scheme to implement its order under this sub-section.*

*(11) If the Commission does not, on the expiry of a period of 54[two hundred and ten days from the date of notice given to the Commission under subsection (2) of section 6], pass an order or issue direction in accordance with the provisions of sub-section (1) or sub-section (2) or sub-section (7), the combination shall be deemed to have been approved by the Commission.*

*Explanation - For the purposes of determining the period of 55[two hundred and ten] days specified in this subsection, the period of thirty working days specified in sub-section (6) and a further period of thirty working days specified in sub- section (8) shall be excluded.*

*(12) Where any extension of time is sought by the parties to the combination, the period of ninety working days shall be reckoned after deducting the extended time granted at the request of the parties.*

(13) Where the Commission has ordered a combination to be void, the acquisition or acquiring of control or merger or amalgamation referred to in section 5, shall be dealt with by the authorities under any other law for the time being in force as if such acquisition or acquiring of control or merger or amalgamation had not taken place and the parties to the combination shall be dealt with accordingly.

(14) Nothing contained in this Chapter shall affect any proceeding initiated or which may be initiated under any other law for the time being in force.”

50. Regulation 5 of the Combination Regulations, 2011 deals with ‘Form of notice for the proposed combination’. Regulation 19 deals with ‘Prima facie opinion on the combination’. Regulation 19, which is relevant is as follows:

**“19. Prima facie opinion on the combination.** – (1) The Commission shall form its prima facie opinion under sub-section (1) of section 29 of the Act, on the notice filed in Form I or Form II, as the case may be, as to whether the combination is likely to cause or has caused an appreciable adverse effect on competition within the relevant market in India, within thirty working days of receipt of the said notice.

(2) Before the Commission forming an opinion under sub-section (1) of section 29 of the Act, the parties to the combination may offer modification to the combination and on that basis, the Commission may approve the proposed combination under sub-section (1) of section 31 of the Act:

*Provided that where modification is offered by the parties to the combination, the additional time, not exceeding fifteen days, needed for evaluation of the offered modification, shall be excluded from the period provided in sub-regulation (1) of this regulation, sub-section (2A) of section 6 of the Act and sub-section (11) of section 31 of the Act.]*

*(3) Where the Commission deems it necessary, it may call for information from any other enterprise while inquiring as to whether a combination has caused or is likely to cause an appreciable adverse effect on competition in India.*

*Provided that the time taken in obtaining the information from such enterprise(s) shall be excluded from the time, not exceeding fifteen working days, provided in sub-regulation (1) of this regulation.”*

51. Regulation 25 deals with ‘Modification to the proposed combination’, which also contains an amendment inserted by the Competition Commission of India (Procedure in regard to the transaction of business relating to combinations) Amendment Regulations, 2018, w.e.f. 09.10.2018. Regulation 25 as amended is as follows:

**“25. Modification to the proposed combination.- (1)**  
*Where the Commission is of the opinion that combination has or is likely to have appreciable adverse effect on competition but such adverse effect can be eliminated by suitable modification to such combination, it may propose appropriate modification to the combination to the parties to such combination.*

*(1A) Along with their response to the notice issued under sub-section (1) of section 29 of the Act, the parties to the combination may offer modification to address the *prima facie* concerns in the said notice and on that basis, the Commission may approve the proposed combination under sub-section (1) of section 31 of the Act:*

*Provided that in such a case, the additional time, not exceeding fifteen days, needed for evaluation of the modification offered, shall be excluded from the period provided in sub-section (2A) of section 6 of the Act, sub-section (2) of section 29 of the Act and subsection (11) of section 31 of the Act.*

*(2) Where the parties to the combination have accepted the modification proposed by the Commission under sub-section (3) of the section 31 of the Act or the Commission agrees with the amendment to the proposed modification by the parties and approves the combination under sub-section (7) of section 31 of the Act or the parties, in terms of the provisions of subsection (8) of section 31 of the Act, accept the modification proposed by the Commission under sub-section (3) of section 31 of the Act, the parties to the combination shall carry out such modification as per the terms and conditions and within the period as may be specified by the Commission and submit an affidavit to that effect.*

*(3) Where the parties accept the modification proposed by the Commission under subsection (3) of section 31 of the Act or the Commission agrees with the amendment submitted by the parties under sub-section (6) of section 31 of the Act, it shall by order, approve the combination.*

*(4) If the parties to the combination fail to accept the modification proposed by the Commission within the time referred to in sub-section (6) of section 31 of the Act or within a further period referred to in sub-section (8) of section 31 of the Act, the combination shall be deemed to have an appreciable adverse effect on competition and be dealt with in accordance with the provisions of the Act.”*

52. Section 29, sub-section (1) provides for formation of the *prima facie* opinion by the Commission that a combination is likely to cause, or has caused an appreciable adverse effect on competition and on formation of such opinion, the Commission is to issue a show cause notice to the parties to combination calling upon them to respond within thirty days from the receipt of the notice. In the present case, it is on the record that in the Meeting dated 09.02.2023, the Commission deliberated over the notice given under Section 29, sub-section (1) and other information and documents submitted by Respondent No.2 subsequently. After considering the entire materials on record, the Commission formed a *prima facie* opinion that combination is likely to cause an AAEC. Consequently, notice under Section 29, sub-section (1) was issued on 10.02.2023. The bone of contention of the parties is as to whether after formation of *prima facie* opinion under Section 29(1), whether there was any requirement of formation of *prima facie* opinion at the second time under sub-section (2) of Section 29. Whereas the Appellant(s) pleads that there is no requirement of formation of *prima facie* opinion at the second time and when notice under Section 29, sub-section (1) has been issued, even after response to

the notice, the Commission is required to direct the parties to the combination to publish the details of the combination. The Appellants' contention is that Section 29, sub-section (2), insofar as it directs for publishing the details of the combination having not been complied, the statutory procedure has not been complied by the Commission, resulting in vitiation of the order approving the combination dated 15.03.2023. The contention of the CCI and other Respondents is that formation of *prima facie* opinion is required at the second stage as per Section 29 sub-section (2), when response is received to the notice and the requirement of publication of details of the combination comes into play only when *prima facie* opinion is formed at the second time.

53. We have pondered upon the rival submissions of both the parties. The plain reading of Section 29, sub-section (2) indicates that the Commission, if it is *prima facie* of the opinion that combination is likely to have an appreciable adverse effect on competition, it shall, within seven working days from the date of receipt of the response of the parties to the combination, or the receipt of the report from Director General called under sub-section (1A), whichever is later, direct the parties to the said combination to publish details of the combination. The *prima facie* opinion as contemplated under sub-section (2) of Section 29 is required to be formed after receipt of the response of the parties to the combination or receipt of the report from the Director General. Section 29, sub-section (2) indicates that the Commission has to apply its mind to the response received or the report of the Director General and if it is *prima facie* of the opinion that the

combination is likely to have an appreciable adverse effect on competition, it shall direct within seven working days to the parties to the combination to publish details of the combination. The stage of forming *prima facie* opinion under Section 29, sub-section (2) arises only after response is received or a report of Director General is received. The legislative intent is clear by sub-section (2) of Section 29 that there may be cases where the Commission is satisfied after response of the notice or the report of the Director General that there is no appreciable adverse effect on competition, it may decide not to proceed further under Section 29, sub-section (2) and approve the combination. The submission of the Appellant(s) that *prima facie* opinion at the second stage is not required to be formed does not commend us.

54. Regulation 19 of Combination Regulations, 2011 deals with formation of *prima facie* opinion under sub-section (1) of Section 29. Sub-regulation (2) of Regulation 19 also contains a provision that before the Commission forming an opinion under sub-section (1) of Section 29, the parties to the combination may offer modification to the combination and on that basis, the Commission may approve the proposed combination under sub-section (1) of Section 31 of the Act. The above Regulation clearly contemplates that even before forming opinion under Section 29, sub-section (1), if the parties submit a modification and the Commission is satisfied, combination can be approved under Section 31, sub-section (1), without proceeding any further.

55. We have looked into the cases decided by the Competition Commission of India to find out the procedure, which was adopted by the

Commission to decide cases by the Competition Commission of India, which indicate that after issuance of show-cause notice under Section 29, sub-section (1), the Commission has proceeded to form a *prima facie* opinion at the second stage as contemplated under Section 29, sub-section (2). We may refer to Combination Registration No.C-2016/05/400 decided on 8<sup>th</sup> June, 2017, where after issuance of a show-cause notice under Section 29, sub-section (1), the Commission formed a *prima facie* opinion under Section 29, sub-section (2) and thereafter directed the parties to publish details of the combination. Paragraph 21 of the judgment is referred in this context:

*“21. The response to the SCN was received on 20<sup>th</sup> February, 2017, which was subsequently amended vide letters dated 1<sup>st</sup> March, 2017 and 2<sup>nd</sup> March, 2017 (“Response to SCN”). The Commission, in its meeting held on 3<sup>rd</sup> March, 2017, considered Response to SCN, and formed a prima facie opinion, under sub-section (2) of Section 29 of the Act, that the proposed combination is likely to cause AAEC in markets in India. Accordingly, under sub-section (2) of Section 29 of the Act read with Regulation 22 of the Combination Regulations, the Commission directed the Parties to publish details of the proposed combination, within ten working days of the said direction, for bringing the proposed combination to the knowledge or information of the public and persons affected or likely to be affected by such combination. The said direction was*

*communicated to the Parties vide letter dated 6<sup>th</sup> March, 2017.”*

56. In the above case, after forming *prima facie* opinion under Section 29, sub-section (2), the Commission suggested modification to the combination and thereafter proceeded to approve combination.

57. In Combination Registration No.C-2018/01/545, decided on 06.09.2018, a show-cause notice was issued by the Commission under Section 29, sub-section (1) in response to which parties filed a reply on 01.03.2018 and the Commission after considering the reply came to the *prima facie* opinion that combination is likely to cause an appreciable adverse effect on competition. Even after receiving the response of the noticee, *prima facie* opinion was made under Section 29 sub-section (2). Paragraph 10, 12 and 13 of the order is relevant in this context, which is to the following effect:

*“10. The Commission, in its meeting held on 10.04.2018, considered the facts on record, details provided in the notice and the responses filed by the Parties, and formed a *prima facie* opinion that the Proposed Combination is likely to cause an appreciable adverse effect on competition (“AAEC”) in several relevant markets in India. Accordingly, in terms of Section 29(1) of the Act, a show cause notice dated 11.04.2018 (“SCN”) was issued to the Parties wherein the Parties were directed to respond, in writing, within thirty days of the receipt of the SCN, as to why investigation in*

*respect of the Proposed Combination should not be conducted.*

12. *The Commission, in its meeting held on 17.05.2018, considered and assessed the Response to SCN, third party responses received in terms of communication under Regulation 19(3) of the Combination Regulations and noted that submissions of the Parties, contesting the AAEC concerns expressed by the Commission in SCN, do not allay the said concerns. The Parties also proposed certain divestments in relation to helium and bulk markets along with the Response to SCN and submitted that the same would eliminate all the primary concerns raised by the Commission. In this regard, the Commission noted that the divestments relating to helium market were offered by the Parties in other jurisdictions and the same were yet to be accepted by said authorities. The divestment related to the bulk markets, *prima facie*, did not address all the AAEC concerns raised by the Commission in the SCN. Accordingly, the Commission was of the view that the divestments proposed in the Response to SCN cannot be accepted and competition concerns, as raised in SCN, continue to exist.*
  
13. *In view of the above, in accordance with Section 29(2) of the Act read with Regulation 22 of the Combination Regulations, the Commission decided to issue a direction to the Parties to publish details of the Proposed Combination within ten working days of the said direction for bringing the Proposed Combination to the knowledge or information of the*

*public and persons affected or likely to be affected by such Proposed Combination. The said direction was communicated to the Parties vide letter dated 17.05.2018.”*

58. To the similar effect, we find another order of the Commission dated 14.06.2018 in Combination Registration No.C-2017/08/523.

59. The decided cases of the Commission, thus, clearly indicate that *prima facie* opinion at the second stage, i.e., at the stage of Section 29 sub-section (2) is formed by the Commission and in event the *prima facie* opinion is formed at the second stage, only then the Commission proceeded to direct the publication of details. In this context, reference to Combination Registration No.C-2018/07/586 is made, where the Commission after receipt of the response, formed second *prima facie* opinion under Section 29, sub-section (2). Paragraphs 70 and 71 of the order, which are relevant is reproduced below:

*“70. In this regard, it is observed that Section 29 of the Act provides the procedure for investigation into combinations and Section 31 deals with orders that could be passed by the Commission thereon. If the Commission is of the *prima facie* view that the proposed combination is likely to cause an appreciable adverse effect on competition, it shall issue a notice to the parties under Section 29(1) of the Act to show cause in writing, as to why investigation should not be conducted in the matter. Subsequently, the parties may provide their response along with such evidence /*

*material, which in their view demonstrates that investigation is not required. Even after considering the response of the parties, if the Commission is still of the *prima facie* view that the proposed combination is likely to cause an appreciable adverse effect on competition, it would direct the parties to publish the details of the combination under Section 29(2) of the Act. Section 29(3) of the Act provides for Commission calling the public to file their written objections, regarding the proposed combination. After receipt of such objections, the Commission may ask the parties to furnish such information as may be required by the Commission under Section 29(4) of the Act. After this stage, the Commission has been provided a period of 45 days under Section 29(6) of the Act to deal with the case in accordance with Section 31 of the Act.*

71. *A combined reading of the procedure under Section 29 of the Act, the orders and modifications that could be ordered / accepted under Section 31 of the Act and the statutory time period provided for inquiry, suggest that it would not be appropriate for the parties to the combination to submit new evidences after the stage contemplated under Section 29(5) of the Act, particularly after the issuance of proposal for modifications under Section 31(3) of the Act. The period of 45 days provided under Section 29(6) of the Act, is to assess the material on record including the submissions already given by parties, competitors and other stakeholders regarding the proposed*

*combination. If the parties or other stakeholders fail to provide their views / objections within the respective stages under Section 29(1), (3), (4) and (5) of the Act, it is not open for them to adduce new material / evidence during the 45 days given to the Commission under Section 29(6) of the Act. If one contemplates otherwise, the combination inquiry would be a never ending process without any finality.”*

60. On the other hand, there are cases of the Commission, where the Commission after receiving the response to the show-cause notice under Section 29, sub-section (1), wherein modifications were suggested, accepted the modification and proceeded to approve the combination under Section 31, sub-section (1) without proceeding further under Section 29, sub-section (2). In this context, reference is made to Combination Registration No.C-2020/03/735 decided on 18.06.2020 where the show-cause notice under Section 29, sub-section (1) was issued by the Commission on 22.05.2023 and thereafter response was given to the show-cause notice and along with the response, voluntary remedies proposal was given under Regulation 25(1A). In paragraphs 13 and 15, following have been noted:

*“13. Accordingly, a show cause notice, in terms of sub-section (1) of Section 29 of the Act (“SCN”) dated 22<sup>nd</sup> May 2020, was issued to the Parties. The Parties were directed to respond, in writing, within thirty days of the receipt of SCN, as to why investigation in respect of the proposed combination should not be conducted.*

15. *The response to the SCN was received on 17<sup>th</sup> June, 2020 (“**Response to SCN**”). Along with the Response to SCN, Parties also submitted voluntary remedies proposal (‘**VRP**’) under regulation 25 (1A) of the Combination Regulations. Response to the SCN and VRP are discussed in subsequent sections.”*
61. After noticing the voluntary remedies proposal under Regulation 25(1A), the Commission held that appreciable adverse effect on competition is effectively eliminated. In paragraphs 37 and 38, following have been observed:
- “37. *In response to the SCN, the Parties have submitted voluntary remedy proposal under Regulation 25 (1A) of the Combination Regulation.*
38. *The Commission notes that the VRP submitted effectively eliminates the overlap between the Parties in the IOP segment in India and would effectively transfer Metso Minerals’s Indian Straight Grate (SG) IOP capital equipment business to a suitable buyer, thereby preserving the competition. Thus, the Commission considers such divestment to be proportional to address the competition concerns that would result otherwise from the Proposed Combination. (Hereinafter, ‘India SG IOP capital equipment business’ and ‘Indian Divestment Business’ is used interchangeably).*”
62. The Commission thereafter proceeded to approve the combination.

63. Another judgment in this context is – Combination Registration No.C-2016/08/424 decided on 16.05.2017, where a show-cause notice was issued on 14.04.2017. Along with response, the Acquirer filed a voluntary remedy proposal and after considering the remedy addressed by the notice, the Commission approved the combination without proceeding any further under Section 29, sub-section (2). In paragraph 9, the facts have been noted to the following effect:

*“9. Based on assessment of information available on record, the Commission, in its meeting held on 21<sup>st</sup> April, 2017, observed that there are *prima facie* competition concerns, as discussed in subsequent paragraphs, in relation to the Proposed Combination and therefore, decided to issue a show cause notice (“SCN”), under sub-section (1) of Section 29 of the Act, to the Acquirer. Accordingly, SCN dated 24<sup>th</sup> April, 2017 was issued to the Acquirer, directing it to respond, in writing, within thirty days, as to why investigation in respect of the Proposed Combination should not be conducted. The Acquirer filed response to the SCN on 13<sup>th</sup> May, 2017 (“Response to SCN”), along with a voluntary remedy proposal (“Remedy Proposal”).”*

64. The above judgments clearly indicate that the Commission has followed the procedure of considering the reply to show-cause notice and in event a remedial proposal/ modification submitted by noticee and the same was found adequate to address the AAEC, the Commission proceeded to

approve the combination without proceeding further under Section 29, sub-section (2).

65. In the present case, we are of the view that as per the statutory provisions contained in Section 29 and the Regulations 2011, after receipt of the response to show-cause notice, the Commission has to form *prima facie* opinion at the second stage as required by Section 29, sub-section (2) and in cases where *prima facie* opinion at the second stage under Section 29, sub-section (2) has not been formed and the Commission is satisfied that the response received in the modification, if any, submitted by the Party does not meet the requirements of law, the Commission directed publication of details of combination in such cases. Direction to publish details of the combination is contemplated only when after the response received from the notice or from the report received from the Director General, the Commission forms a *prima facie* opinion at the second stage under Section 29, sub-section (2) that combination has an appreciable adverse effect on competition. In the present case, it is clear that the Commission issued notice on 10.02.2023 and on the submissions of the response submitted by Respondent No.2 on 10.03.2023 along with modification, i.e. divesture of Rishikesh Plan, certain further clarification was given by Respondent No.2 on 14.03.2023 and the Commission in its Meeting held on 15.03.2023 considered the modification proposed and came to the conclusion that modification proposed by Respondent No.2, fully address the AAEC. Hence, the Commission proceeded to approve the combination under Section 31 sub-section (1). We, thus, are of the view that the Commission proceeded

to approve the combination by following the statutory procedure prescribed under Section 29 as well as Regulations 2011. Further, in the facts of the present case, under sub-section (2) of Section 29, the publication of details of combination was not required to be directed, since at the second stage, the Commission did not form any *prima facie* opinion of AAEC.

66. The learned Counsel for the Respondent, relying on Section 30 of the act contended that Section 30 requires that after any person or enterprise has given a notice under sub-section (2) of Section 6, the Commission shall examine such notice and form its *prima facie* opinion as provided in sub-section (1) of 29, the Commission is to proceed as per the provisions contained in Section 30. It cannot be read to mean that after forming *prima facie* opinion under Section 29, sub-section (1), the Commission has to necessarily complete all process required under Section 29, i.e., under Section 29, sub-section (2) and other sub-sections. Section 30 and Section 29 have to be read harmoniously to give effect the provisions of the Act. Section 30 cannot be read to mean that even if, *prima facie* opinion at the second stage is not formed by the Commission, the Commission should direct publication of details of the combination. The submission of the Appellant on the strength of Section 30, thus, cannot be accepted.

#### **Point Nos. VII and VIII**

67. The contentions advanced by the learned Counsel for the Appellant is that even the modification suggested by Respondent No.2 do not

adequately address the AAEC and the Commission has not adequately examined the said submission.

68. The Commission has given a detailed analysis of modification proposed by AGI from paragraph 89 onward. The submission of the Appellant that modification proposed has not been adequately considered by the Commission cannot be accepted in view of the consideration in detail given by the Commission. It is useful to extract paragraphs 99, 100 and 101 of the order of the Commission, which is to the following effect:

*“99. The voluntary modification proposed by the Acquirer has been considered and accepted by the Commission while undertaking a holistic assessment of the transaction. All things considered, including the presence of limited competitive constraints from other competitors, imports, buyer power, the operational conditional of other plants and the financial and operational situation of HNG; together with the proposed modification has led the Commission to the conclusion that the transaction is not likely to have an AAEC.*

*100. Considering the material on record, details provided in the Notice, Response to SCN and factors provided under sub-section (4) of Section 20 of the Act and the modifications proposed by the Acquirer, the prima facie concerns of a likely AAEC as laid down in the SCN have been addressed by the Acquirer and the Commission, thus, decided not to proceed further with the investigation.*

*101. The Commission hereby approves the proposed combination under sub-section (1) of Section 31 of the Act, subject to compliance of Modification offered by AGI under Regulation 25(1A) of the Combination Regulations as a part of Response to SCN.”*

69. The above shows that the Commission has come to the conclusion after detailed consideration of modification proposed by the AGI. We, thus, are fully satisfied that the Commission had duly considered the modification submitted by AGI in response to the show-cause notice and after accepting the modification, proceeded to approve the combination under Section 31, sub-section (1).

70. Shri Mukul Rohatgi, learned Senior Counsel appearing for Respondent No.2 has drawn attention of this Appellate Tribunal to large number of cases of Hon'ble Supreme Court, where Hon'ble Supreme Court has taken the view that decision of Expert Bodies are not to be readily interfered with by the Courts, in exercise of judicial review and appellate jurisdiction. The Commission is a Statutory Body, which in the present case is performing not an adjudicatory function, rather, is exercising inquisitorial function. The Hon'ble Supreme Court in ***Competition Commission of India vs. Steel Authority of India Limited and Anr.*** has held that the Competition Commission of India performs various functions including regulatory, inquisitorial and adjudicatory. The functions, which have been exercised by the Commission in the present case are clearly inquisitorial functions. The decision of the Expert Body is not lightly to be

interfered by the Courts and the Appellate Authorities is a well-established principle. We may refer to the judgment of the Hon'ble Supreme Court in **(2017) 5 SCC 262 – Union of India and Ors. vs. Cipla Limited and Ors.**, where the Hon'ble Supreme Court relied on the conclusions by a Constitution Bench of the Hon'ble Supreme Court and observed that when a power is given to an Expert Body to determine a question of law and fact, the same is generally treated as final. In paragraph 104 and 105, following was laid down:

*“104. Be that as it may, our conclusion on this aspect of the matter is that the antecedent materials (the Reports) on the basis of which the norms were recommended and then prescribed under Para 7 of the DPCO 1995 are subject to lesser judicial scrutiny, limited perhaps only to the application of completely erroneous principles. The burden for demonstrating the application of completely erroneous principles is heavy as it is and it is heavier still if the antecedent material is prepared by experts. The onus of discharging the heavy burden must necessarily fall on the challenger, and Cipla has not been able to sustain the challenge. There can be and are differences of opinion but we cannot and will not reconsider the opinion of experts, particularly in matters of economic affairs or other economy-related issues unless there is extremely strong reason to do so.*

*105. We end this discussion with a conclusion arrived at by the Constitution Bench in Shri Sitaram Sugar Co. Ltd. [Shri Sitaram Sugar Co. Ltd. v. Union of India, (1990) 3 SCC 223] in para 49 of the Report: (SCC p. 252)*

“49. Where a question of law is at issue, the court may determine the rightness of the impugned decision on its own independent judgment. If the decision of the authority does not agree with that which the court considers to be the right one, the finding of law by the authority is liable to be upset. Where it is a finding of fact, the court examines only the reasonableness of the finding. When that finding is found to be rational and reasonably based on evidence, in the sense that all relevant material has been taken into account and no irrelevant material has influenced the decision, and the decision is one which any reasonably minded person, acting on such evidence, would have come to, then judicial review is exhausted even though the finding may not necessarily be what the court would have come to as a trier of fact. Whether an order is characterised as legislative or administrative or quasi-judicial, or, whether it is a determination of law or fact, the judgment of the expert body, entrusted with power, is generally treated as final and the judicial function is exhausted when it is found to have “warrant in the record” and a rational basis in law (see *Rochester Telephone Corpn. v. United States* [*Rochester Telephone Corpn. v. United States*, 307 US 125 (1939) : 83 L Ed 1147 : 1939 SCC OnLine US SC 79] ). (See also *Associated Provincial Picture Houses Ltd. v. Wednesbury Corp. [Associated Provincial Picture Houses Ltd. v. Wednesbury Corp., (1948) 1 KB 223 : (1947) 2 All ER 680 (CA)]* )”

(emphasis supplied)

*This view was reaffirmed in para 58 of the Report in the following words: (SCC p. 256)*

“58. Price fixation is not within the province of the courts. Judicial function in respect of such matters is

*exhausted when there is found to be a rational basis for the conclusions reached by the authority concerned. As stated by Justice Cardozo in Mississippi Valley Barge Line Co. v. United States [Mississippi Valley Barge Line Co. v. United States, 292 US 282 at pp. 286-87 (1934) : 78 L Ed 1260 : 1934 SCC OnLine US SC 103] : (SCC OnLine US SC para 6)*

*'6. ... The structure of a rate schedule calls in peculiar measure for the use of that enlightened judgment which the commission by training and experience is qualified to form. ... It is not the province of a court to absorb this function to itself. ... The judicial function is exhausted when there is found to be a rational basis for the conclusions approved by the administrative body.'"*

*(emphasis supplied)"*

71. The above is also another reason, which does not warrant any interference in the decision of the Expert Body, i.e., the Competition Commission of India, more so, when it has been given after following the procedure prescribed in the Act and the Regulations.

#### **Point No. IX**

72. The Appellant - The U.P. Glass Manufacturers Syndicate has questioned the impugned order dated 15.03.2023 also on the ground that it has been passed in violation of principles of natural justice. It is contended that even though the Appellant had filed the objections to combination notice on 07.10.2022, which was acknowledged by the CCI (reliance has been placed on the letter dated 23.02.2023 along with which the order dated 22.02.2023 of the CCI was forwarded to the Appellant),

where it was communicated that objection raised by the Appellant shall be duly considered at the appropriate time. The Appellant further submits that on the same day when the order dated 15.03.2023 was passed, a letter dated 15.03.2023 was forwarded to the Appellant, where it was communicated that the Commission has noted the concerns highlighted by the UPGMS relating to the competition assessment of the proposed combination and opined that the same would be duly considered while assessing the effect or likely effect of the proposed competition on competition, in accordance with law, at the appropriate stage. The submission is that since on 15.03.2023, it was communicated that the concern shall be considered at the appropriate stage, it means that there was no consideration on 15.03.2023 of the concerns raised by the Appellant at the time when the order was passed on 15.03.2023. It is submitted that principles of natural justice have been violated. The learned Counsel for the CCI, refuting the submission of the Appellant had contended that the Commission has proceeded to examine the combination notice given by Respondent No.2 in accordance with the procedure prescribed. The Appellant UPGMS had no locus to file any objection or participate in the proceedings.

73. We have considered the submissions of learned Counsel for the parties and have perused the record. The principles of natural justice are generally to be followed when a decision is taken, which has civil consequence on any person or entity. The Competition Act, 2002 and the Regulations framed thereunder, specially Combination Regulations 2011

provides a detailed procedure and manner in which participation of others including Members of the public and other parties have to be allowed. We have noticed that Regulation 19, sub-regulation (3) empowers the Commission to call for information from any other enterprise while inquiring as to whether a combination has caused or is likely to cause an appreciable adverse effect on competition in India. Thus, although the Commission is empowered to invite information, the scheme does not entitle any other person other than those who have given notice to participate in the proceedings. The right of participation of public in general and other entities arises when under Section 29, sub-section (2) of the Act, the Commission directed the parties to the combination to publish the details of the combination within seven days from of such direction, for bringing the combination to the knowledge or information of the public and persons affected or likely to be affected. The stage for filing any objection or giving any information by public in general including the Appellant – UPGMS can arise only when details of the combination are published under Section 29, sub-section (2). We have already noticed that in the present case, stage of direction to publish details of combination had not arisen, since there was no *prima facie* opinion formed at the second stage under Section 29, sub-section (2). The Appellant itself had brought on record the letter dated 23.02.2023 written by the CCI to the Appellant annexed therewith the order dated 22.02.2023 of the CCI. In the order dated 22.02.2023, the Commission noticed the letters sent by the Appellant. The Appellant was communicated that proceedings before the Commission are not open to public. Paragraphs 5 to 9 of the order dated 22.02.2023 is as follows:

- “5. It is also important to note that by virtue of the provisions contained in Regulation 47 of The Competition Commission of India (General) Regulations, 2009 ('**General Regulations**'), the proceedings before the Commission are not open to public. However, if required, as a part of the review process of a combination, the Commission does reach out to stakeholders under Regulation 19(3) of the Competition Commission of India (Procedure in regard to transaction of business relating to combination) Regulations, 2011 ('**Combination Regulations**') and also affords an opportunity to the public to offer their comments under Section 29(3) of the Act.
6. As regards the concerns expressed relating to the competition assessment of the Proposed Combination, the Commission has noted the same. The Proposed Combination is presently under review of the Commission and, needless to add, the submissions shall be duly considered while assessing the effect or likely effect of the Proposed Combination on competition, in accordance with law, at the appropriate stage.
7. As regards the request for grant of access to notice and an opportunity for oral hearing, it is reiterated that, by virtue of the provisions contained in Regulation 47 of the General Regulations, the proceedings before the Commission are not open to public. Further, the information provided in the notice by the parties to a combination may include competitively sensitive information, the disclosure of which to third parties may harm their competitive position. Given the foregoing, UPGMS's submissions for access to the notice filed by the AGI do not warrant a grant of its request. Further, considering that the concerns pointed out by

*UPGMS have already been noted, the Commission is of the opinion that no hearing may be required in the matter.*

8. *As regards the request to not consider, deliberate, accept, and admit any application or notice or documents filed by AGI until adjudication of the applications filed in the Hon'ble NCLT/Appellate Tribunal, it is noted that the subject matter of the references filed with the Hon'ble NCLT/ Appellate Tribunal relate to resolution proceedings and do not have any bearing on competition assessment. Further, as stated above, the review of combinations is strictly time bound exercise and accordingly no matter can be kept in abeyance for reasons of any parallel proceedings before other authorities. Accordingly, this request of UPGMS cannot be acceded to.*
9. *As regards the request to initiate Section 39 proceedings against AGI and afford an opportunity to UPGMS to file objections under Section 29(3) of the Act and treat the letter filed as an application under Section 29 of the Act read with Sections 19 and 35 of the Act, it may be noted that the initiation of proceedings under Section 29 of the Act is to be based on the Commission's own assessment. The submissions of objections under Section 29(3) is to be preceded by the Commission's directions to the parties to publish details of the proposed combination. In the absence of any such directions, the submissions under Section 29(3) are premature at this stage."*

74. The Appellant, thus, was appropriately communicated that they cannot be allowed to participate as noted above under the scheme of the Act. The right to third parties to submit objections arises when the

Commission issues direction to the parties to publish the details of the proposed combination, which stage never arose in the present case.

75. The Hon'ble Supreme Court in **(2010) 10 SCC 744 – Competition Commission of India vs. Steel Authority of India Limited and Anr.** had occasion to consider the principles of natural justice in reference to Competition Act, 2002. The Hon'ble Supreme Court noticed the cases where principles of natural justice can be excluded by legislature. In paragraph 68, following has been laid down:

*“68. Generally, we can classify compliance or otherwise, with these principles mainly under three categories. First, where application of principles of natural justice is excluded by specific legislation; second, where the law contemplates strict compliance with the provisions of the principles of natural justice and default in compliance therewith can result in vitiating not only the orders but even the proceedings taken against the delinquent; and third, where the law requires compliance with these principles of natural justice, but an irresistible conclusion is drawn by the competent court or forum that no prejudice has been caused to the delinquent and the non-compliance is with regard to an action of directory nature. The cases may fall in any of these categories and therefore, the court has to examine the facts of each case in light of the Act or the rules and regulations in force in relation to such a case. It is not only difficult but also not advisable to spell out any straitjacket formula which can be applied universally to all cases without variation.”*

76. The Hon'ble Supreme Court also noted the scheme of Section 26 and the Regulations and noticed the stage when notice is to be issued. In paragraph 72 and 78, following has been laid down:

*“72. Some of the Regulations also throw light as to when and how notice is required to be served upon the parties including the affected party. Regulation 14(7) states the powers and functions, which are vested with the Secretary of the Commission to ensure timely and efficient disposal of the matter and for achieving the objectives of the Act. Under Regulation 14(7)(f) the Secretary of the Commission is required to serve notice of the date of ordinary meeting of the Commission to consider the information or reference or document to decide if there exists a *prima facie* case and to convey the directions of the Commission for investigation, or to issue notice of an inquiry after receipt and consideration of the report of the Director General. In other words, this provision talks of issuing a notice for holding an ordinary meeting of the Commission. This notice is intended to be issued only to the members of the Commission who constitute “preliminary conference” as they alone have to decide about the existence of a *prima facie* case. Then, it has to convey the direction of the Commission to the Director General. After the receipt of the report of the Director General, it has to issue notice to the parties concerned.”*

*78. Cumulative reading of these provisions, in conjunction with the scheme of the Act and the object sought to be achieved, suggests that it will not be in consonance with the settled rules of interpretation that a statutory notice or an absolute right to claim notice and hearing can be read into the provisions of Section 26(1) of the Act. Discretion to invite, has been vested in the Commission, by virtue of the Regulations,*

*which must be construed in their plain language and without giving it undue expansion.”*

77. We, thus, are of the considered opinion that in the procedure adopted by the Commission in inquiring the notice under Section 6, sub-section (2), there is no violation of principles of natural justice, which can be attributed to the Commission.

78. The learned Counsel for the Appellant(s) have also submitted that the Commission hurriedly proceeded to approve the combination by order dated 15.03.2023, whereas modifications were submitted on 10.03.2023 and with some clarifications on 14.03.2023. The learned Counsel for the CCI has brought to the notice of this Appellate Tribunal the details of order passed by the CCI on combination notice, where after examining the modification submitted by the Acquirer the time within which the order was passed. The details of 12 Combination Registration have been submitted by the learned Counsel for the CCI by a chart where details with regard to 12 cases were given. In the seven cases, orders were passed on the same day, when modification was submitted; in three cases, orders were passed one day after modification was submitted; and in two cases, after two days of submission of modification. The Commission, thus, has adopted the practice, which was throughout followed by the Commission in taking a decision after receipt of the modification proposal from the Acquirer. We, thus, are of the view that submission of the Appellant(s) that Commission has hurriedly proceeded to approve the combination cannot be accepted.

79. Coming to the submission of the Appellant on the decision dated 15.03.2023 as communicated to UPGMS, where reliance have been placed in paragraph 2, which is to the following effect:

*“2. In this regard, the Commission noted that previously also, UPGMS filed various letters with the Commission in respect of the Proposed Combination, which were considered by the Commission and disposed of by Order dated 22 February 2023. Vide the said order, the Commission, while considering the request of UPGMS seeking access to combination notice filed by AGI, noted that by virtue of the provisions contained in Regulation 47 of the General Regulations, the proceedings before the Commission are not open to public. It was also highlighted therein that the information provided in the combination notice by the parties include competitively sensitive information, the disclosure thereof to third parties may harm their competitive position. Accordingly, the request of UPGMS for seeking access to the combination notice filed by AGI, was not acceded to by the Commission. The Commission also noted the concerns highlighted by UPGMS relating to the competition assessment of the Proposed Combination and opined that the same would be duly considered while assessing the effect or likely effect of the Proposed Combination on competition, in accordance with law, at the appropriate stage.”*

80. While noticing the averments in context of paragraph 2, it is clear that the contents of paragraph 2 were nothing but reiteration of the contents of the earlier order dated 22.02.2023. The submission of the Appellant that its concern was not addressed by the Commission is also not correct, since

the Commission by detailed order considered all aspects, facts and figures of the combination. The submission that order dated 15.03.2023 did not address the concern of the Appellant regarding AAEC also cannot be accepted.

81. In view of the foregoing discussion and conclusions arrived by us, we are satisfied that the order of the Competition Commission of India dated 15.03.2023 has been passed in accordance with the procedure prescribed under the Act and the Regulations. The Commission in its order has considered all relevant aspects and the materials on the record and has not committed any error in approving the combination in exercise of its power under Section 31, sub-section (1). No grounds have been made out to interfere with the order dated 15.03.2023. All the Appeal(s) are dismissed.

Parties shall bear their own costs.

**[Justice Ashok Bhushan]  
Chairperson**

**[Mr. Barun Mitra]  
Member (Technical)**

**NEW DELHI**

**28<sup>th</sup> July, 2023**

Ashwani/BB

## ANNEXURE P15

**NATIONAL COMPANY LAW APPELLATE TRIBUNAL,**  
**PRINCIPAL BENCH, NEW DELHI**

**Company Appeal (AT) (Insolvency) No. 807 of 2023**  
**& I.A. No. 2721 of 2023**

(Arising out of Order dated 28.04.2023 passed by the Adjudicating Authority (National Company Law Tribunal), Kolkata Bench, Court-I in C.P.(IB) No.369/KB/2020)

**IN THE MATTER OF:**

Soneko Marketing Private Limited .... Appellant

Vs

Girish Sriram Juneja & Ors. .... Respondents

**Present:**

**For Appellant:** **Mr. Abhijeet Sinha and Ms. Aastha Vishwakarma, Advocates.**

**For Respondents:** **Mr. Vikram Nankani, Sr. Advocate, Mr. Vikram Wadhera, Ms. Smriti Churiwal, Mr. Sourabh Tandon, Advocates for R-1 (RP).**

**Mr. Abhinav Vashisht, Sr. Advocate, Ms. Priya Seth, Mr. Siddhant Kant, Ms. Moulshree Shukla, Mr. Yugal, Advocates for CoC/R-2.**

**Mr. Mukul Rohatgi, Sr. Advocate, Mr. Arun Kathpalia and Mr. Krishnendu Datta, Sr. Advocates with Mr. Sanjeev Sharma, Mr. Vaibhav Gaggar, Ms. Sanya Sud, Mr. Uday Khanna, Ms. Vaishali Goyal, Ms. Threcy Lawrence, Ms. Vaishnavi Bansal, Ms. Kokila Kumar, Ms. Praniti Ganjoo, Mr. Aditya Arora, Mr. Ketan Saraf, Ms. Diksha Gupta, Mr. Rajat Sinha and Mr. Ankit Vashisht, Advocates for AGI Greenpac.**

**With**

**Company Appeal (AT) (Insolvency) No. 607 of 2023**

(Arising out of Order dated 28.04.2023 passed by the Adjudicating Authority (National Company Law Tribunal), Kolkata Bench, Court-I in I.A. (IB) No.1497/KB/2022, I.A. (IB) No.628/KB/2023 and I.A. (IB) No.701/KB/2023 in C.P.(IB) No.369/KB/2020)

**IN THE MATTER OF:**

The U.P. Glass Manufacturers Syndicate .... Appellant

Vs

Girish Sriram Juneja  
 Resolution Professional of  
 Hindusthan National Glass  
 & Industries Ltd. & Ors .... Respondents

**Present:**

**For Appellant:** **Mr. Rajshekhar Rao, Sr. Advocate with Mr. Abhijeet Sinha, Mr. Indranil Ghosh, Mr. Debabrata Das, Mr. Palzer Moktan, Mr. Aditya Shukla, Mr. Saptarshi Mandal, Ms. Heena Kochhar, Ms. Aanchal Tikmani, Ms. Manasa Damaalapati, Ms. Mrinal Chaudhry, Mr. Saikat Sarkar, Mr. Akash Chatterjee, Advocates.**  
**Mr. Yadunath Bhargavan, Mr. Akshay Chandra, Mr. Rahul Choudhary, Advocates in I.A. No. 3794 of 2023.**

**For Respondents:** **Mr. Vikram Nankani, Sr. Advocate, Mr. Vikram Wadhera, Ms. Smriti Churiwal, Mr. Sourabh Tandon, Advocates for R-1 (RP).**

**Mr. Abhinav Vashisht, Sr. Advocate, Ms. Priya Seth, Mr. Siddhant Kant, Ms. Moulshree Shukla, Mr. Yugal, Advocates for CoC/R-2.**

**Mr. Mukul Rohatgi, Sr. Advocate, Mr. Arun Kathpalia and Mr. Krishnendu Datta, Sr. Advocates with Mr. Sanjeev Sharma, Mr. Vaibhav Gaggar, Ms. Sanya Sud, Mr. Udai Khanna, Ms. Vaishali Goyal, Ms. Threcy Lawrence, Ms. Vaishnavi Bansal, Ms. Kokila Kumar, Ms. Praniti Ganjoo, Mr. Aditya Arora, Mr. Ketan Saraf, Ms. Diksha Gupta, Mr. Rajat Sinha and Mr. Ankit Vashisht, Advocates for AGI Greenpac.**

**With**  
**Company Appeal (AT) (Insolvency) No. 724 of 2023**

(Arising out of Order dated 28.04.2023 passed by the Adjudicating Authority (National Company Law Tribunal), Kolkata Bench, Court-I in C.P.(IB) No.369/KB/2020)

*Company Appeal (AT) (Insolvency) Nos.807, 607, 724 & 735 of 2023*

**IN THE MATTER OF:**

H.N.G. Karamchari Union & Anr	....Appellants
Vs.	
Girish Sriram Juneja Resolution Professional of Hindusthan National Glass & Industries Ltd & Ors..	....Respondents

**Present:**

**For Appellants:** **Mr. Rana Mukherjee, Sr. Advocate with Mr. Amit Sanduja, Ms. Oindrella Sen, Ms. Sakshi Singh, Mr. Tushar Batra and Mr. Pawas Kulshrestha, Advocates.**

**For Respondents:** **Mr. Vikram Nankani, Sr. Advocate, Mr. Vikram Wadhera, Ms. Smriti Churiwal, Mr. Sourabh Tandon, Advocates for R-1 (RP).**

**Mr. Abhinav Vashisht, Sr. Advocate, Ms. Priya Seth, Mr. Siddhant Kant, Ms. Moulshree Shukla, Mr. Yugal, Advocates for CoC/R-2.**

**Mr. Mukul Rohatgi, Sr. Advocate, Mr. Arun Kathpalia and Mr. Krishnendu Datta, Sr. Advocates with Mr. Sanjeev Sharma, Mr. Vaibhav Gaggar, Ms. Sanya Sud, Mr. Udai Khanna, Ms. Vaishali Goyal, Ms. Threcy Lawrence, Ms. Vaishnavi Bansal, Ms. Kokila Kumar, Ms. Praniti Ganjoo, Mr. Aditya Arora, Mr. Ketan Saraf, Ms. Diksha Gupta, Mr. Rajat Sinha and Mr. Ankit Vashisht, Advocates for AGI Greenpac.**

**With**  
**Company Appeal (AT) (Insolvency) No. 735 of 2023**

(Arising out of Order dated 28.04.2023 passed by the Adjudicating Authority (National Company Law Tribunal), Kolkata Bench, Court-I in I.A. (IB) No.1497/KB/2022 in C.P.(IB) No.369/KB/2020)

**IN THE MATTER OF:**

Independent Sugar Corporation Ltd.	....Appellant
Vs.	
Girish Sriram Juneja & Anr.	....Respondents

**Present:**

**For Appellant:** **Mr. Abhimanyu Bhandari, Ms. Nattasha Garg and Mr. Thakur Ankit Singh, Advocates.**

**For Respondents:** **Mr. Vikram Nankani, Sr. Advocate, Mr. Vikram Wadhera, Ms. Smriti Churiwal, Mr. Sourabh Tandon, Advocates for R-1 (RP).**

**Mr. Abhinav Vashisht, Sr. Advocate, Ms. Priya Seth, Mr. Siddhant Kant, Ms. Moulshree Shukla, Mr. Yugal, Advocates for CoC/R-2.**

**Mr. Mukul Rohatgi, Sr. Advocate, Mr. Arun Kathpalia and Mr. Krishnendu Datta, Sr. Advocates with Mr. Sanjeev Sharma, Mr. Vaibhav Gaggar, Ms. Sanya Sud, Mr. Uday Khanna, Ms. Vaishali Goyal, Ms. Threecy Lawrence, Ms. Vaishnavi Bansal, Ms. Kokila Kumar, Ms. Praniti Ganjoo, Mr. Aditya Arora, Mr. Ketan Saraf, Ms. Diksha Gupta, Mr. Rajat Sinha and Mr. Ankit Vashisht, Advocates for AGI Greenpac.**

### **O R D E R**

#### **ASHOK BHUSHAN, J.**

All these Appeal(s) have been filed against the same order dated 28.04.2023 passed by the National Company Law Tribunal (NCLT), Kolkata Bench, Court-I in I.A. (IB) No.1497/KB/2022 and I.A. (IB) No.628/KB/2023 and I.A. (IB) No.701/KB/2023 in C.P.(IB) No.369/KB/2020. All the Appeal(s) having been filed against the same order, have been heard together and are being decided by this common judgment.

2. Brief background facts giving rise to these Appeal(s) are:

- (i) The Corporate Insolvency Resolution Process (“**CIRP**”) against the Corporate Debtor – Hindustan National Glass & Industries

Limited commenced vide order dated 21.10.2021 on an Application filed by DBS Bank under Section 7 of the Insolvency and Bankruptcy Code, 2016 (hereinafter referred to as the "**Code**").

- (ii) On 25.03.2022, the Resolution Professional ("**RP**") issued the Invitation for Expression of Interest. RFRP contained provision that there was mandatory requirement of Competition Commission of India ("**CCI**") approval, prior to approval of a Resolution Plan by the Committee of Creditors ("**CoC**").
- (iii) Two Resolution Applicants namely - Independent Sugar Corporation Ltd. as well as AGI Greenpac Ltd. submitted their Resolution Plans in April 2022.
- (iv) Independent Sugar Corporation Ltd., a Resolution Applicant sought a clarification from the RP with regard approval of CCI as well as the timelines for obtaining such approval as the RFRP had contradictory clauses. The RP vide email dated 25.08.2022 issued a clarification that in light of the available jurisprudence, the RFRP granted relaxation to the Resolution Applicants to procure the CCI approval post the approval of the Resolution Plan by the CoC, but prior to filing of the Resolution Plan before the Adjudicating Authority.
- (v) On 27.09.2022, AGI Greenpac Ltd. submitted an Application with the CCI under Form-1 for approval of the combination.

- (vi) On 30.09.2022, the Independent Sugar Corporation Ltd. received the requisite approval from the CCI. The Application filed by AGI Greenpac Ltd. was declared as not valid on 22.10.2022.
- (vii) The Resolution Plans submitted by AGI Greenpac Ltd. as well as Independent Sugar Corporation Ltd. were placed for voting before the CoC. The CoC on 28.10.2022 approved the Plan of AGI Greenpac Ltd. with 98% vote share. Independent Sugar Corporation Ltd. received 88% votes.
- (viii) On 03.11.2022, AGI Greenpac Ltd. submitted Application in Form-II before the CCI for approval.
- (ix) In November, 2022, the RP filed IA No.1401 of 2022 before the NCLT, Kolkata for approval of the Resolution Plan under Section 30, sub-section (6) of the Code before the NCLT, Kolkata and I.A. No.1497/2022 was filed by the Independent Sugar Corporation Ltd. seeking setting aside the selection of the Resolution Plan submitted by Respondent No.2.
- (x) On 15.03.2023, the CCI granted approval to the AGI Greenpac Ltd. combination proposal and the order was placed before the Adjudicating Authority by the RP.
- (xi) The Adjudicating Authority vide impugned order dated 28.04.2023 rejected the IA No.1497/ 2022 filed by the

Independent Sugar Corporation Ltd. Aggrieved by the order dated 28.04.2023, these Appeal(s) have been filed.

**Company Appeal (AT) (Insolvency) No. 735 of 2023**

3. The Appellant - Independent Sugar Corporation Ltd. was the Resolution Applicant, who had submitted its Plan before the RP. The Appellant has also obtained the approval from the CCI on 30.09.2022. On 28.10.2022, the Plan submitted by the Appellant, received 88% vote share, whereas the Plan submitted by AGI Greenpac Ltd. was approved with 98% vote shares. The Independent Sugar Corporation Ltd. has filed an IA No.1497/2022 praying for setting aside the selection of the Resolution Plan submitted by AGI Greenpac Ltd. and for reconsideration of the Resolution Plan submitted by the Appellant, which Application was rejected by the impugned order.

**Company Appeal (AT) (Insolvency) No. 607 of 2023**

4. This Appeal has been filed by the U.P. Glass Manufacturers Syndicate, who is an industry body comprising of micro, small and medium scale manufacturers of glass, based out of Uttar Pradesh. The Appellant after coming to know about the three Resolution Plans submitted in the CIRP of Hindustan National Glass & Industries Limited, filed an Application before the Adjudicating Authority praying that aforesaid three Resolution Plans be withdrawn as any such acquisition would run counter to the provisions of the Competition Act, 2022 (hereinafter referred to as the "**Competition Act**"). The Application filed by the U.P. Glass Manufacturers

Syndicate was rejected on 21.09.2022. The Adjudicating Authority observed that at this stage the Resolution Plans are under consideration of the CoC and no decision could be arrived at in respect of the Resolution Plans. The U.P. Glass Manufacturers Syndicate also filed an Application before the CCI, objecting to the Combination Application submitted by the AGI Greenpac Ltd. A letter of objection was also filed by the U.P. Glass Manufacturers Syndicate before the CCI. The Appellant has also filed an Intervention Application before the NCLT, Kolkata seeking intervention, which Application was rejected by the Adjudicating Authority on 16.01.2023, against which order Company Appeal (AT) (Insolvency) No. 214 of 2023 was filed by the U.P. Glass Manufacturers Syndicate, which was disposed of by this Tribunal on 23.02.2023 by following observation:

*“Learned counsel for Respondent No. 1 and 2 submits that the issue as to whether the approval under Section 31(4) proviso is necessary/mandatory or not has already been heard by the Adjudicating Authority in Intervention Application of other stakeholder and order has been reserved on 09.02.2023.”*

5. The CCI subsequently approved the Combination Application submitted by AGI Greenpac Ltd. on 15.03.2023, which was sought to be placed by the RP before the Adjudicating Authority by filing I.A. No.701/KB/2023. The Appellant aggrieved by the order dated 28.04.2023 has come up in this Appeal.

**Company Appeal (AT) (Insolvency) No. 724 of 2023**

6. This Appeal has been filed by H.N.G. Karamchari Union and H.N.G Mazdoor Union, who are Trade Unions comprising of workmen, employees, labourers and mistris of Hindustan National Glass & Industries Limited. The Appellant claimed to represent all the workers and employees of the Corporate Debtor in its Bahadurgarh Unit. The Appellant claiming to be aggrieved by the order has come up in the Appeal. The Appellant claimed to have filed an Intervention Application in the interest of all the stakeholders of the Corporate Debtor, including the constituent Member of the Appellant's Union.

**Company Appeal (AT) (Insolvency) No. 807 of 2023**

7. In this Appeal, the Appellant claimed to be engaged in the business of domestic and international trading of iron ore, fines, limestone etc. The Appellant's case is that bills were approved by the Promoters of the Corporate Debtor for supply of lime stones and imported Soda Ash. The Appellant claimed to had made supply to the Corporate Debtor from the year 2019 onwards. The Appellant filed a Claim Form claiming an amount of Rs.9,66,32,805.33. The Appellant's case is that Appellant and other Operational Creditors and stakeholders were kept in the absolute dark with regard to the developments in the CoC and the Appellant has been offered only a partly sum. The Appellant aggrieved by the order dated 28.04.2023, has come up in this Appeal.

8. We have heard Shri Joy Saha, learned Senior Counsel, Shri Rajshekhar Rao, learned Senior Counsel, Shri Rana Mukherjee, learned

Counsel, Shri Abhijeet Sinha, learned Counsel and Shri Abhimanyu Bhandari on behalf of the Appellant(s). We have heard Shri Mukul Rohatgi, learned Senior Counsel and Shri Arun Kathpalia appearing for Successful Resolution Applicant. We have also heard Shri Abhinav Vashisht, learned Senior Counsel on behalf of CoC. We have heard Shri Vikram Nankani, learned Senior Counsel appearing for RP.

9. Shri Abhimanyu Bhandari, learned Counsel for the Appellant submits that the Resolution Plan of the AGI Greenpac Ltd. ("AGI") ought to have been rejected, since AGI has failed to obtain mandatory approval of the CCI before the approval of Plan by the CoC. It is submitted that approval by CCI after the approval of the Resolution Plan by the CoC is a violation of the RFRP and instructions of the RP. It is submitted that requirement to get CCI approval under proviso to 31(4) is 'mandatory' and not 'directory' and the same is required to be availed before the approval of the Plan by the CoC. It is submitted that judgment relied by the Adjudicating Authority in the impugned order of the **Arcelor Mittal India Pvt. Ltd. vs. Guhathakurta, Resolution Professional of EPC Construction**, to come to the conclusion that conditions mentioned in Section 31, sub-section (4) has been complied with, is erroneous. It is submitted that judgment of **Arcelor Mittal** and three more judgments relied by the Respondents stating that the proviso is 'directory' and not 'mandatory' is also erroneous. The learned Counsel has relied on judgment of this Tribunal in **Bank of Maharashtra vs. Videocon Industries Ltd. (Company Appeal (AT) (Ins.) No. 503 of 2021)** decided on 05.01.2022

where the approval of the CCI was not obtained before the approval of the Resolution Plan by the CoC, the same was held to be not valid. It is further submitted that Resolution Plan being conditional, cannot be approved by the Adjudicating Authority. The CCI approval was obtained by the AGI, based on their voluntary undertaking to the CCI that they will divest one of the plants of the target company, HNG, which is undergoing CIRP. The said voluntary undertaking is deemed to be a 'Modification' under the Competition Act. The CCI approval is, therefore, subject to AGI carrying out modification. The Plan submitted by AGI being conditional, could not have been approved by the Adjudicating Authority.

10. The learned Counsel appearing on behalf of the U.P. Glass Manufacturers Syndicate submits that plain reading of Section 31(4) and its proviso makes it clear that CCI approval shall be obtained prior to approval of Resolution Plan by the CoC. It is submitted Section 31(4) and its proviso should be given plain and unambiguous meaning. On application of the principle of plain interpretation, no further analysis is required. The use of word 'shall' in an ordinary sense signifies the mandatory nature of the provision. There is no basis to change the word 'shall' used in the proviso to 'may'. Taking the view of the proviso as 'directory' shall be against the plain meaning of legislative intendment. The mandatory condition can never be subject of substantial compliance. Interpreting the word 'shall' as 'may' in proviso to Section 31, sub-section (4) will make word 'shall' opios. There being no ambiguity in the statutory provision under consideration, there is no need to refer to any external

aids. The judgment of this Tribunal in **Arcelor Mittal India Pvt. Ltd. vs. Abjijit Guhathakurta; Makalu Trading Ltd. vs. Rajiv Chakraborty and Vishal Vijay Kalantri vs. Shailesh Shah** are judgments, which cannot be read to lay down any binding ratio. No reasons have been given in **Arcelor Mittal** case to hold that proviso is ‘directory’. The issue did not arise in the **Arcelor Mittal** as the Appeal was dismissed on the basis of subsequent development. Other judgments have only followed the **Arcelor Mittal** case.

11. Shri Rana Mukherjee, learned Senior Counsel appearing for H.N.G. Karamchari Union submits that provisions of Section 31, sub-section (4) is ‘mandatory’ and not ‘directory’. The learned Senior Counsel relied on judgment of this Tribunal in **Bank of Maharashtra vs. Videocon Industries Ltd.** and submits that there being difference of opinion in the judgment of **Bank of Maharashtra vs. Videocon Industries Ltd.** and **Arcelor Mittal**, the matter needs to be referred to a larger Bench. It is submitted that any contrary interpretation of the said proviso would distort the meaning with which the legislature intended the proviso.

12. Learned Counsel appearing for Soneko Marketing Pvt. Ltd. also contended that interpreting the proviso as being ‘directory’ would be contrary not only to the plain language, but also by the law laid down by the Hon’ble Supreme Court. The proviso is drafted to carve out an exception to the main provision.

13. Shri Abhinav Vashisht, learned Senior Counsel appearing for the CoC submits that this Tribunal in **Arcelor Mittal's** case, which was followed subsequently in further cases has already held that proviso to Section 31(4) is 'directory'. It is submitted that no penalty/ consequences are provided in Section 31(4) on the basis of which, it can be said that proviso is 'mandatory'. It is submitted that approval by the CCI is mandatory and not the timeline and approval by the CCI can be prior to the approval by the Adjudicating Authority.

14. Shri Vikram Nankani, learned Senior Counsel appearing for RP submits that the expression 'shall' used in Section 31, sub-section (4) has to be read as 'may'. It is submitted that no consequence having been provided of non-compliance of the timeline in proviso, the word 'shall' has to be read as 'may'. Shri Nankani has referred to the judgments of this Tribunal in **Arcelor Mittal; Makalu Trading Ltd. and Vishal Vijay Kalantri** wherein this Tribunal held that timeline in proviso is 'directory'. It is submitted that against the judgment of this Tribunal in **Makalu Trading Ltd.**, a Civil Appeal No.3338 of 2020 was filed in the Hon'ble Supreme Court, which was dismissed and further against the judgment of this Tribunal in **Vishal Vijay Kalantri** a Civil Appeal was filed in the Hon'ble Supreme Court, which too was dismissed. There being already decision of the Hon'ble Supreme Court on the judgments of this Tribunal, holding the proviso to be 'directory', there is no reason to review the settled position of law. Shri Nankani has referred to the Insolvency and Bankruptcy Code (Second Amendment) Bill, 2018 and has relied on the

'Financial Memorandum' of the Second Amendment Bill. He has referred to Clause (d) of the Financial Memorandum under the Heading – memorandum explaining the modification contained in the Bill to replace the Insolvency and Bankruptcy Code (Amendment) Ordinance, 2018, which provides as follows:

*"(d) in clause 24 of the Bill, in sub-section (4) of Section 31 of the Code, a new proviso is inserted "Provided that where the resolution plan contains a provision for combination as referred to in section 5 of the Competition Act, 2002, the resolution applicant shall obtain the approval of the Competition Commission of India under that Act prior to the approval of such resolution plan by the committee of creditors" so as to clarify that the approval of the combinations from Competition Commission of India has to be obtained prior to the approval of resolution plan by the Adjudicating Authority;"*

The above Clause-(d) refers to Clause 24 of the Bill, which is to the following effect:

*"Clause 24 of the Bill seeks to amend section 31 of the Code to provide that the Adjudicating Authority shall, before passing an order for approval of resolution plan satisfy that the resolution plan has provisions for its effective implementation and that the resolution applicant shall obtain the necessary approvals required within a period of one year from the date of approval of the resolution plan by the Adjudicating Authority or within such period as provided for in such law,*

*whichever is later and where it contains a provisions for combination the approval of the Competition Commission of India shall be obtained prior to the approval of the resolution plan by the committee of creditor.”*

15. Clause 24 of the Bill clearly mentions that the Bill seeks to amend Section 31 of the Code. Sub-clause (d) of Financial Memorandum indicates that what was intended is that approval of CCI has to be obtained prior to the approval of Resolution Plan by the Adjudicating Authority. It is submitted that it is intended that if the approval is obtained prior to the approval by the Adjudicating Authority, the same is in line with the objective and purpose of the legislation.

16. The learned Senior Counsel appearing for Successful Resolution Applicant contends that Appellant(s) have no locus to file the Appeal(s). It is submitted that judgment of this Tribunal in **Arcelor Mittal** and other two judgments are with reason and not *per incuriam* judgments. The Hon'ble Supreme Court while approving the judgments of this Tribunal in the above cases has observed that no question of law arises. Section 31, sub-section (4) is not ‘mandatory’. Learned Senior Counsel has referred to Section 40A of the IBBI (Insolvency Resolution Profess for Corporate Persons) Regulations, 2016 (“**CIRP Regulations**”) and submits that according to the timeline provided in Regulation 40A, the CoC has only 30 days to approve or reject a Resolution Plan, whereas under the Competition Act, the CCI has 210 days period for approval of the combination and if it is held that approval of CCI is mandatorily and has to be obtained prior to

the approval of CoC, the timeline in the Code shall render the whole process redundant, which cannot be said to be the intention of the legislature. Hence, what is mandatory is approval and not the timeline. It is further submitted that timelines under the Code mentions 135 days for receipt of Resolution Plan and 165 days for the CoC to decide on the Plan. Proceedings before NCLT cannot be frozen till the combination approval is granted by the CCI. Hence, the proviso will nullify the entire scheme of the Code. A company cannot wait indefinitely. The learned Senior Counsel has also referred to Clause (d) of Financial Statement as referred above. It is submitted that what will be the purpose of timeline when there will be grinding halt after submission of the Plan, Resolution Applicant goes to the CCI for obtaining the approval. It is submitted that external aid is always utilized for interpreting the statute.

17. We have heard learned Counsel for the parties and perused the records.

18. While noticing the facts of the case, we have noticed that CoC has approved the Resolution Plan on 28.10.2022, whereas the CCI has granted approval to the Resolution Applicant on 15.03.2023 under approval of the combination. The Application for approval of Resolution Plan was filed by the RP in November 2022, at that stage an IA was filed by the Independent Sugar Corporation Ltd., objecting to the approval, which IA came to be rejected by the impugned order dated 28.04.2023. The Adjudicating Authority in the impugned order in paragraph 13.6, after hearing the parties laid down following:

*"13.6. A perusal of paragraph 2 of this communication of CCI dated 15-03-2023 shows that CCI approved the combination of the successful Resolution Applicant and the Corporate Debtor and hence, we are of the considered opinion that there is approval by the CCI as required under section 31(4) of the Code and therefore the objection to it as such is hereby rejected."*

19. The Adjudicating Authority expressed the opinion that approval by the CCI on 15.03.2023 is approval as required under Section 31(4), hence, the objection raised to it has been rejected. By the same order dated 28.04.2023, the Adjudicating Authority directed that Application filed for approval of Resolution Plan be listed for hearing and fixed the date 09.06.2023. This Tribunal, in view of the entertainment of the Appeal(s) and continued hearing, has passed an interim order directing the Adjudicating Authority not to decide I.A. No.1401/KB/2022, since the Appeal(s) came under consideration. During the course of hearing of the Appeal(s), it was made clear to the parties that only issue, which is to be decided in these Appeal(s) are about the interpretation of proviso of Section 31, sub-section (4), i.e., as to whether the requirement of approval of the CCI prior to approval by the CoC is mandatory. Other aspects of the approval of the Resolution Plan since pending adjudication of the Adjudicating Authority, we need not express any opinion on other submissions raised by the parties.

20. We, now, need to notice the provision of Section 31, sub-section (4), which are under consideration in these Appeal(s). Section 31, as it exists as amended is as follows:

**“31. Approval of resolution plan.** - (1) If the Adjudicating Authority is satisfied that the resolution plan as approved by the committee of creditors under sub-section (4) of section 30 meets the requirements as referred to in sub-section (2) of section 30, it shall by order approve the resolution plan which shall be binding on the corporate debtor and its employees, members, creditors, including the Central Government, any State Government or any local authority to whom a debt in respect of the payment of dues arising under any law for the time being in force, such as authorities to whom statutory dues are owed, guarantors and other stakeholders involved in the resolution plan.

Provided that the Adjudicating Authority shall, before passing an order for approval of resolution plan under this sub-section, satisfy that the resolution plan has provisions for its effective implementation.

(2) Where the Adjudicating Authority is satisfied that the resolution plan does not confirm to the requirements referred to in sub-section (1), it may, by an order, reject the resolution plan.

(3) After the order of approval under sub-section (1), -

(a) the moratorium order passed by the Adjudicating Authority under section 14 shall cease to have effect; and

*(b) the resolution professional shall forward all records relating to the conduct of the corporate insolvency resolution process and the resolution plan to the Board to be recorded on its database.*

*(4) The resolution applicant shall, pursuant to the resolution plan approved under sub-section (1), obtain the necessary approval required under any law for the time being in force within a period of one year from the date of approval of the resolution plan by the Adjudicating Authority under sub-section (1) or within such period as provided for in such law, whichever is later:*

*Provided that where the resolution plan contains a provision for combination, as referred to in section 5 of the Competition Act, 2002, the resolution applicant shall obtain the approval of the Competition Commission of India under that Act prior to the approval of such resolution plan by the committee of creditors.”*

21. Section 31, sub-section (4) came to be inserted by Insolvency and Bankruptcy Code Second Amendment Act, 2018 with effect from 6<sup>th</sup> June, 2018 by Bill No.127 of 2018 and was introduced in the Parliament. Clause 24 of the Bill is as follows:

**“24. In section 31 of the principal Act,—**

*(a) in sub-section (1), the following proviso shall be inserted, namely:—*

*"Provided that the Adjudicating Authority shall, before passing an order for approval of resolution plan under this sub-section, satisfy that the resolution plan has provisions for its effective implementation.";*

(b) after sub-section (3), the following sub-section shall be inserted, namely:—

*"(4) The resolution applicant shall, pursuant to the resolution plan approved under sub-section (1), obtain the necessary approval required under any law for the time being in force within a period of one year from the date of approval of the resolution plan by the Adjudicating Authority under sub-section (1) or within such period as provided for in such law, whichever is later:*

*Provided that where the resolution plan contains a provision for combination as referred to in section 5 of the Competition Act, 2002, the resolution applicant shall obtain the approval of the Competition Commission of India under that Act prior to the approval of such resolution plan by the committee of creditors."."*

In Notes on Clauses of the Bill with regard to Clause 24, following has been stated:

*"Clause 24 of the Bill seeks to amend section 31 of the Code to provide that the Adjudicating Authority shall, before passing an order for approval of resolution plan satisfy that the resolution plan has provisions for its effective implementation and that the resolution applicant shall obtain the necessary approvals required within a period of one year from the date of approval of the resolution plan by the Adjudicating Authority or within such period as provided for in such law, whichever is later and where it contains a provisions for combination the approval of the Competition Commission*

*of India shall be obtained prior to the approval of resolution plan by the committee of creditors.”*

22. From the above, it is clear that timeline for obtaining necessary approvals required under any law has been introduced by sub-section (4) of Section 31 by Second Amendment Act, 2018. Sub-section (4), requires that necessary approval required under any law for the time being in force, should be obtained within a period of one year from the date of approval of the Resolution Plan by the Adjudicating Authority, which provision deals with all statutory approvals. The proviso has been added as an exception to the main provision, which requires that where the Resolution Plan contains a provision for combination, as referred to in Section 5 of the Competition Act, 2002, the Resolution Applicant shall obtain the approval of the CCI under that Act, prior to the approval of such Resolution Plan by the CoC. The proviso is, thus, clear exception to sub-section (4) of Section 31 and is an independent provision regarding to the combination, which requires approval under the CCI. The bone of contention of the parties are as to whether the requirement in proviso that approval of the CCI has to be mandatorily obtained prior to the approval of Resolution Plan by the CoC.

23. We may first notice the three judgments of this Tribunal where the proviso to sub-section (4) of Section 31 came for consideration. The first judgment is ***Arcelor Mittal India Pvt. Ltd. vs. Guhathakurta, Resolution Professional of EPC Construction - (2019) SCC OnLine NCLAT 920***. An argument was raised in the above case that approval by

the CCI has to be prior to the approval of the CoC. In paragraph 2 of the judgment following was contended:

*“2. Learned counsel for the Appellant submitted that approval of plan is in contravention of the mandatory requirement under the proviso to Section 31(4) of the Insolvency and Bankruptcy Code, 2016 (“I&B Code” for short), as amended, requiring ‘Resolution Applicants’ to obtain approval of the Competition Commission of India prior to approval by the ‘Committee of Creditors’.”*

This Tribunal noticed the provision of Section 5 of the Competition Act and made following observation in paragraph 15:

*“15. We have noticed and hold that proviso to subsection (4) of Section 31 of the ‘I&B Code’ which relates to obtaining the approval from the ‘Competition Commission of India’ under the Competition Act, 2002 prior to the approval of such ‘Resolution Plan’ by the ‘Committee of Creditors’, is directory and not mandatory. It is always open to the ‘Committee of Creditors’, which looks into viability, feasibility and commercial aspect of a ‘Resolution Plan’ to approve the ‘Resolution Plan’ subject to such approval by Commission, which may be obtained prior to approval of the plan by the Adjudicating Authority under Section 31 of the ‘I&B Code’. In present matter already approval of the Competition Commission of India has been taken to the ‘Resolution Plan’.”*

24. This Tribunal held that the approval under the Competition Act prior to approval by the CoC is ‘directory’. The judgment of this Tribunal was followed in ***Makalu Trading Ltd. vs. Rajiv Chakraborty and Ors.*** –

*Company Appeal (AT) (Insolvency) Nos.807, 607, 724 & 735 of 2023*

**(2020) SCC OnLine 643**, wherein this Tribunal noticed the rival submission of the parties in respect of proviso to Section 31(4). In paragraph 4, 5 and 6 contentions of the parties were noticed. This Tribunal in paragraph 12, after considering the submissions laid down that purpose is complied with the approval from CCI, if obtained prior to the approval by the Adjudicating Authority. Against the judgment of this Tribunal in **Makalu Trading Ltd.** a Civil Appeal No.3338 of 2020 was filed, which was dismissed by the Hon'ble Supreme Court, by observing following:

*“1 We find no reason to interfere with the impugned order since no substantial question of law is involved in the appeal.*

*2 The Civil Appeal is accordingly dismissed.*

*3 Pending applications, if any, stand disposed of.”*

25. Next judgment is the judgment of this Tribunal in **Vishal Vijay Kalantri vs. Shaile Shah – (2020) SCC OnLine NCLAT 1013**, where again in paragraph 15 of the judgment, following has been laid down:

*“15. A plain reading of the provision makes it abundantly clear that the Resolution Applicant is required to obtain necessary approval required under any extant law within one year from the date of approval of the Resolution Plan by the Adjudicating Authority or within such time as may be provided in such law but not later than one year. However, this requirement of obtaining the necessary approval pursuant to approval of the Resolution Plan by the Adjudicating Authority has been subjected to one exception carved out in the form of proviso to sub-section (4) which enjoins upon the Resolution Applicant to obtain approval in*

*regard to provision for combination, while such provision has been made in the Resolution Plan, prior to approval of such Resolution Plan by the Committee of Creditors. A cursory look at the provision engrafted in sub-section (4) of Section 31 of the ‘I&B Code’ reveals that while with regard to an ordinary Resolution Plan, the Resolution Applicant is required to obtain necessary approval required under any extant law within one year from the date of such approval by Adjudicating Authority only after such Resolution Plan has been approved by the Adjudicating Authority, however, a Resolution Plan containing the provision for combination is required to obtain approval of the Competition Commission of India prior to the approval of such Resolution Plan by the Committee of Creditors. It is manifestly clear that a Resolution Plan containing provision for combination has been treated as a class apart requiring approval of the Competition Commission of India even prior to such Resolution Plan being approved by the Committee of Creditors. However, treating such requirement as mandatory is fraught with serious consequences. The issue regarding the statutory requirement of a Resolution Plan containing a provision for combination requiring prior approval of the Competition Commission of India even before such Resolution Plan is approved by the Committee of Creditors, being not mandatory and only directory in nature stands addressed by this Appellate Tribunal in “Arcelormittal India Pvt. Ltd. v. Abhijit Guhathakurta — Company Appeal (AT) (Insolvency) No. 524 of 2019”. Para 15 which is relevant for our purposes, is reproduced hereunder:*

*“15. We have noticed and hold that proviso to sub-section (4) of Section 31 of the ‘I&B Code’ which*

*relates to obtaining the approval from the ‘Competition Commission of India’ under the Competition Act, 2002 prior to the approval of such ‘Resolution Plan’ by the ‘Committee of Creditors’, is directory and not mandatory. It is always open to the ‘Committee of Creditors’, which looks into viability, feasibility and commercial aspect of a ‘Resolution Plan’ to approve the ‘Resolution Plan’ subject to such approval by Commission, which may be obtained prior to approval of the plan by the Adjudicating Authority under Section 31 of the ‘I&B Code’. In present matter already approval of the Competition Commission of India has been taken to the ‘Resolution Plan’.””*

In the above case also, the approval of the Plan given by the CCI was prior to the approval by the Adjudicating Authority, which was held not to violate Section 31, sub-section (4). In paragraph 16 and 17, following have been held:

**“16.** *The view taken by this Appellate Tribunal in “Arcelormittal India Pvt. Ltd.” (Supra) holds the field as the same has not been reversed or set aside in appeal or other proceeding. Obtaining of requisite approval under Competition Act, 2002 with regard to the provision of the Combination in the instant case is stated to be not required as the same is below threshold limit. Objection raised to buttress the argument that in absence of necessary prior statutory approval of the Committee of Creditors qua the combination, Resolution Plan of ‘APSEZ’ is in contravention of Section 31(4) of the ‘I&B Code’, cannot be sustained and the Appellant cannot be heard to say that the approved Resolution Plan of ‘APSEZ’ being in contravention*

*of law leaves no option but to send the Corporate Debtor into liquidation.*

**17.** *All objections raised qua the action of the ‘Resolution Professional’ during Corporate Insolvency Resolution Process, approval of ‘Resolution Plan’ of ‘APSEZ’ by the Committee of Creditors and its subsequent approval by the Adjudicating Authority being unfounded are hereby repelled. There is no merit in this appeal and the same is dismissed. No order as to costs.”*

26. Against the judgment of this Tribunal in **Vishal Vijay Kalantri**, a Civil Appeal No.2228 of 2021 was filed in the Hon'ble Supreme Court, which was dismissed on 06.08.2021 by following order:

*“This is an appeal filed under Section 62 of the Insolvency and Bankruptcy Code, 2016 against the judgment dated 24.07.2020 passed by the National Company Law Appellate Tribunal New Delhi in Company Appeal (AT) (Insolvency) No.466 of 2020.*

*Having considered the facts and circumstances on record, especially paragraphs 9, 10 and 17 of the judgment under appeal, we see no reason to interfere.*

*The civil appeal is, accordingly, dismissed.”*

27. The proviso to Section 31(4) is in two parts. First, it specifically refers to combination under the Competition Act, 2002 under which approval is required prior to approval of Resolution Plan by the CoC. There can be no dispute that requirement of approval by the CCI under combination is a mandatory requirement, with regard to such cases, which deals with such

acquisition, within specific duration. The provision of Competition Act, 2002, which requires approval by the Commission as has been engrafted in sub-section (4) is to take care of the appreciable adverse effect on the competition, for which the specific Statutory Authority under the Competition Commission of India has been constituted under the Competition Act, 2002. The second part is as to whether requirement of approval by the CCI prior to the approval of such Plan by the CoC is 'mandatory' or 'directory'.

28. The principles of statutory interpretation are well settled. The Hon'ble Supreme Court in **(1980) 1 SCC 403 – Sharif-Ud-Din vs. Abdul Gani Lone** in paragraph 9 has laid down:

*"9. The difference between a mandatory rule and a directory rule is that while the former must be strictly observed, in the case of the latter substantial compliance may be sufficient to achieve the object regarding which the rule is enacted. Certain broad propositions which can be deduced from several decisions of courts regarding the rules of construction that should be followed in determining whether a provision of law is directory or mandatory may be summarised thus: The fact that the statute uses the word "shall" while laying down a duty is not conclusive on the question whether it is a mandatory or directory provision. In order to find out the true character of the legislation, the court has to ascertain the object which the provision of law in question has to subserve and its design and the context in which it is enacted. If the object of a law is to be defeated by non-compliance with it, it has to be regarded as mandatory. But when a provision of law relates to the*

*performance of any public duty and the invalidation of any act done in disregard of that provision causes serious prejudice to those for whose benefit it is enacted and at the same time who have no control over the performance of the duty, such provision should be treated as a directory one. Where, however, a provision of law prescribes that a certain act has to be done in a particular manner by a person in order to acquire a right and it is coupled with another provision which confers an immunity on another when such act is not done in that manner, the former has to be regarded as a mandatory one. A procedural rule ordinarily should not be construed as mandatory if the defect in the act done in pursuance of it can be cured by permitting appropriate rectification to be carried out at a subsequent stage unless by according such permission to rectify the error later on, another rule would be contravened. Whenever a statute prescribes that a particular act is to be done in a particular manner and also lays down that failure to comply with the said requirement leads to a specific consequence, it would be difficult to hold that the requirement is not mandatory and the specified consequence should not follow.”*

29. The Hon'ble Supreme Court in large number of cases, thereafter has laid down that consideration of statute will depend on the purport and object for which the same has been used. We may refer to another judgment of the Hon'ble Supreme Court in **(1983) 2 SCC 473 – M. Karunanidhi vs. Dr. H.V. Hande and Ors.**, where Section 117 of the Representation of People Act, 1951 came for consideration. In paragraph 17, 19 and 20, following has been laid down:

**“17.** Taking up the contentions in the order in which they were advanced, we shall first deal with the submission that there was non-compliance with the mandatory requirements of sub-section (1) of Section 117 of the Act read with Rule 8 of the Election Petitions Rules framed by the High Court, which is common to all these cases. The factum of deposit of Rs 2000 in each of these cases on the strength of pre-receipted challans issued by the Accounts Department of the High Court in the Reserve Bank of India to the credit of the Registrar, High Court, Madras as security for costs well within the period of limitation for filing the election petition is not in dispute and the controversy turns on the question whether the deposit of the security amount was in accordance with the rules of the High Court. There are different sets of rules framed by different High Courts under Article 225 of the Constitution regulating the practice and procedure to be observed in all matters coming before the High Court in exercise of its jurisdiction under Section 80-A of the Act. The words “in accordance with the rules” must therefore connote “according to the procedure prescribed by the High Court”. The mode of making deposit must necessarily be an internal matter of the concerned High Court.

**19.** The submissions advanced by learned counsel for the appellant cannot be accepted as they proceed on the assumption that no distinction can be drawn between the requirement as to the making of a deposit in the High Court under sub-section (1) of Section 117 and the manner of making such deposit. There was considerable emphasis laid by learned counsel that sub-section (1) of Section 117 cannot be dissected into two parts, one part being treated as mandatory and the other as directory. The contention is

*wholly misconceived and indeed runs counter to several decisions of this Court. It is always important to bear the distinction between the mandatory and directory provisions of a statute. Sub-section (1) of Section 117 is in two parts. The first part of sub-section (1) of Section 117 provides that at the time of presenting an election petition, the petitioner shall deposit in the High Court a sum of Rs 2000 as security for the costs of the petition, and the second is that such deposit shall be made in the High Court in accordance with the rules of the High Court. The requirement regarding the making of a security deposit of Rs 2000 in the High Court is mandatory, the non-compliance of which must entail dismissal in limine of the election petition under sub-section (1) of Section 86 of the Act. But the requirement of its deposit in the High Court in accordance with the rules of the High Court is clearly directory. As Maxwell on the Interpretation of Statutes, 12th Edn., at p. 314 puts it: "An absolute enactment must be obeyed or fulfilled exactly, but it is sufficient if a directory enactment be obeyed or fulfilled substantially." The rule of construction is well settled and we need not burden the judgment with many citations.*

**20.** *It is well established that an enactment in form mandatory might in substance be directory and that the use of the word "shall" does not conclude the matter. The general rule of interpretation is well-known and it is but an aid for ascertaining the true intention of the legislature which is the determining factor, and that must ultimately depend on the context. The following passage from Crawford on Statutory Construction at p. 516 brings out the rule:*

*"The question as to whether a statute is mandatory or directory depends upon the intent of the*

*legislature and not upon the language in which the intent is clothed. The meaning and intention of the legislature must govern, and these are to be ascertained, not only from the phraseology of the provision, but also by considering its nature, its design, and the consequences which would follow from construing it the one way or the other.”*

*This passage was quoted with approval by the Court in State of U.P. v. Manbodhan Lal Srivastava [AIR 1957 SC 912 : 1958 SCR 533 : 1958 SCJ 150] , State of U.P. v. Babu Ram Upadhyay [AIR 1961 SC 751 : (1961) 2 SCR 679 : (1961) 1 Cri LJ 773] and Raza Buland Sugar Co. Ltd. v. Municipal Board, Rampur [AIR 1965 SC 895 : (1965) 1 SCR 970]. The Court in Manbodhan Lal case [AIR 1957 SC 912 : 1958 SCR 533 : 1958 SCJ 150] where Article 320(3)(c) of the Constitution was held to be directory and not mandatory, relied upon the following observations of the Privy Council in Montreal Street Railway Company v. Normandin [1917 AC 170 : 86 LJPC 113 : 116 LT 162 (PC)] :*

*“The question whether provisions in a statute are directory or imperative has very frequently arisen in this country, but it has been said that no general rule can be laid down, and that in every case the object of the statute must be looked at. The cases on the subject will be found collected in Maxwell on Statutes, 5th Edn., p. 596 and following pages. When the provisions of a statute relate to the performance of a public duty and the case is such that to hold null and void acts done in neglect of this duty would work serious general inconvenience, or injustice to persons who have no control over those entrusted with the*

*duty, and at the same time would not promote the main object of the Legislature, it has been the practice to hold such provisions to be directory only, the neglect of them, though punishable, not affecting the validity of the acts done.””*

30. Another judgment, which has been cited before us is judgment of Hon’ble Supreme Court in **(2005) 4 SCC 480 – Kailash vs. Nanhku and Ors.**, where the Hon’ble Supreme Court considered the provision of Order 8 Rule 1 of Code of Civil Procedure, which used the word ‘shall’ and was held to be directory. In paragraph 45, following has been laid down:

*“45. However, no straitjacket formula can be laid down except that the observance of time schedule contemplated by Order 8 Rule 1 shall be the rule and departure therefrom an exception, made for satisfactory reasons only. We hold that Order 8 Rule 1, though couched in mandatory form, is directory being a provision in the domain of processual law.*

31. We may also notice another judgement of the Hon’ble Supreme Court in **AIR 1917 PC 142 – Montreal Street Railway Company vs. Normandin**, where statutory provision, which cast a duty on the Public Authority, on which public in general has no control has been referred in the judgment as directory, in paragraph 6, following has been laid down:

*“6. ....The question whether provisions in a statute are directory or imperative has very frequently arisen in this country, but it has been said that no general rule can be laid down, and that in every case the object of the statutes must*

*be looked at. The cases on the subject will be found collected in Maxwell on Statutes, 5th. ed. p. 596 and following pages. When the provisions of a statute relate to the performance of a public duty and the case is such that to hold null and void acts done in neglect of this duty would work serious general inconvenience or injustice to persons who have no control over those entrusted with the duty and at the same time would not promote the main object of the Legislature, it has been the practice to hold such provisions to be directory only, the neglect of them, though punishable, not affecting the validity of the acts done. This principle has been applied to provisions for holding sessions at particular times and places (2) Hale P.C. p. 50Rex v. Leicester Justices [[1827] 7 B. & C. 6.] and Parke B in Gwynne v. Burnell [[1835] 2 ??? N.C. 7.] to provisions as to rates (Reg. v. Inhabitants of Fordham [[1839] 11. Ad. & E. 73.] and Le Feuvre v. Millar [[1857] 26 L.J. (M.C.) 175.] ; to provisions of the Ballot Act (Woodward v. Sarsons [[1875] L.R. 10. C.P. 733.] and Philips v. Goff [[1886] 17. Q.B.D. 805.] and to justices acting without having taken the prescribed oath, whose acts are not held invalid (Margate Pier Co. v. Hannam [[1819] 3 B. & Al. 266. ....”*

32. To the same effect is judgment of the Hon'ble Supreme Court in **AIR 1957 SC 912 – State of U.P. vs. Manbodhan Lal Srivastava**, where the Hon'ble Supreme Court had occasion to consider the provision of Article 320(3)(c) of the Constitution of India. The Article 320(3)(c) has been noted by the Hon'ble Supreme Court in paragraph 6, which is as follows:

**“6. Article 320(3)(c) is in these terms:**

*“320. (3) The Union Public Service Commission or the State Public Service Commission, as the case may be, shall be consulted.*

*(a)-(b) \* \* \**

*(c) on all disciplinary matters affecting a person serving under the Government of India or the Government of a State in a civil capacity, including memorials or petitions relating to such matters;”*

The Hon'ble Supreme Court after considering the provision, held that use of word 'shall' as 'directory' and in paragraph 7, 10, 11 and 13, laid down following:

*“7. ....Perhaps, because of the use of the word “shall” in several parts of Article 320, the High Court was led to assume that the provisions of Article 320(3)(c) were mandatory, but in our opinion, there are several cogent reasons for holding to the contrary. In the first place, the proviso to Article 320, itself, contemplates that the President or the Governor, as the case may be, “may make regulations specifying the matters in which either generally, or in any particular class of case or in particular circumstances, it shall not be necessary for a Public Service Commission to be consulted”. The words quoted above give a clear indication of the intention of the Constitution makers that they did envisage certain cases or classes of cases in which the Commission need not be consulted. If the provisions of Article 320 were of a mandatory character, the Constitution would not have left it to the discretion of the Head of the Executive Government to undo those provisions by making regulations to the contrary. If it had been*

*intended by the makers of the Constitution that consultation with the Commission should be mandatory, the proviso would not have been there, or, at any rate, in the terms in which it stands. That does not amount to saying that it is open to the Executive Government, completely to ignore the existence of the Commission or to pick and choose cases in which it may or may not be consulted. Once, relevant regulations have been made, they are meant to be followed in letter and in spirit and it goes without saying that consultation with the Commission on all disciplinary matters affecting a public servant has been specifically provided for, in order, first, to give an assurance to the Services that a wholly independent body not directly concerned with the making of orders adversely affecting public servants, has considered the action proposed to be taken against a particular public servant, with an open mind; and secondly, to afford the Government unbiased advice and opinion on matters vitally affecting the morale of public services. ....”*

**10.** *The question may be looked at from another point of view. Does the Constitution provide for the contingency as to what is to happen in the event of non-compliance with the requirements of Article 320(3)(c)? It does not, either in express terms or by implication, provide that the result of such a non-compliance is to invalidate the proceedings ending with the final order of the Government. This aspect of the relevant provisions of Part XIV of the Constitution, has a direct bearing on the question whether Article 320 is mandatory. The question whether a certain provision in a statute imposing a duty on a public body or authority was mandatory or only directory, arose before their Lordships of the Judicial Committee of the Privy Council in the case*

*of Montreal Street Railway Company v. Normandin [LR (1917) AC 170]. In that case the question mooted was whether the omission to revise the jury lists as directed by the statute, had the effect of nullifying the verdict given by a jury. Their Lordships held that the irregularities in the due revision of the jury lists, will not ipso facto avoid the verdict of a jury. The Board made the following observations in the course of their judgment:*

*“...The question whether provisions in a statute are directory or imperative has very frequently arisen in this country, but it has been said that no general rule can be laid down, and that in every case the object of the statute must be looked at. The cases on the subject will be found collected in Maxwell on Statutes, 5th Edn., p. 596 and following pages. When the provisions of a statute relate to the performance of a public duty and the case is such that to hold null and void acts done in neglect of this duty would work serious general inconvenience, or injustice to persons who have no control over those entrusted with the duty, and at the same time would not promote the main object of the legislature, it has been the practice to hold such provisions to be directory only, the neglect of them, though punishable, not affecting the validity of the acts done.”*

*The principle laid down in this case was adopted by the Federal Court in the case of Biswanath Khemka v. King-Emperor [(1945) FCR 99]. In that case, the Federal Court had to consider the effect of non-compliance with the provisions of Section 256 of the Government of India Act, 1935, requiring consultation between public authorities before the conferment of magisterial powers or of enhanced*

*magisterial powers, etc. The Court repelled the contention that the provisions of Section 256, aforesaid, were mandatory. It was further held that non-compliance with that section would not render the appointment otherwise regularly and validly made, invalid or inoperative. That decision is particularly important as the words of the section then before their Lordships of the Federal Court, were very emphatic and of a prohibitory character.*

**11.** *An examination of the terms of Article 320 shows that the word “shall” appears in almost every paragraph and every clause or sub-clause of that article. If it were held that the provisions of Article 320(3)(c) are mandatory in terms, the other clauses or sub-clauses of that article, will have to be equally held to be mandatory. If they are so held, any appointments made to the public services of the Union or a State, without observing strictly, the terms of these sub-clauses in clause (3) of Article 320, would adversely affect the person so appointed to a public service, without any fault on his part and without his having any say in the matter. This result could not have been contemplated by the makers of the Constitution. Hence, the use of the word “shall” in a statute, though generally taken in a mandatory sense, does not necessarily mean that in every case it shall have that effect, that is to say, that unless the words of the statute are punctiliously followed, the proceeding or the outcome of the proceeding, would be invalid. On the other hand, it is not always correct to say that where the word “may” has been used, the statute is only permissive or directory in the sense that non-compliance with those provisions will not render the proceeding invalid. In that connection, the following quotation from Crawford on Statutory Construction — Article 261 at p. 516, is pertinent:*

*"The question as to whether a statute is mandatory or directory depends upon the intent of the legislature and not upon the language in which the intent is clothed. The meaning and intention of the legislature must govern, and these are to be ascertained, not only from the phraseology of the provision, but also by considering its nature, its design, and the consequences which would follow from construing it the one way or the other...."*

**13.** *In view of these considerations, it must be held that the provisions of Article 320(3)(c) are not mandatory and that non-compliance with those provisions, does not afford a cause of action to the respondent in a court of law. It is not for this Court further to consider what other remedy, if any, the respondent has. Appeal No. 27 is, therefore, allowed and Appeal No. 28 dismissed. In view of the fact that the appellant did not strictly comply with the terms of Article 320(3)(c) of the Constitution, we direct that each party bear its own costs throughout."*

33. We have noticed above that approval of the CCI, which is provided for a combination and the time prescribed under the Competition Act is 210 days. We have also noticed that CIRP Regulations also provide a timeline. Section 12 of the Code, contemplate completion of CIRP within 180 days, subject to further extension. Section 12, further provides that CIRP shall be completed within a period of 330 days from the insolvency commencement date. We have noticed that timeline prescribed under Regulation 40A for submission of Resolution Plan to CoC take additional

30 days and 135 days are provided for submission of Resolution Plan. Till the submission of Plan and by 165 days, the Plan is required to be considered by the CoC. The question of obtaining approval from the CCI only arises when Resolution Plan submitted contains a combination and require approval from the CCI. After submission of Plan, the Resolution Applicant applies for approval of combination from the CCI. It is not in his hand that as to when CCI will grant the approval. The CCI has to act as per statutory provisions of the Competition Act and it has been given 210 days to take a decision. If, we hold that prior approval of the CCI is mandatory prior to the approval of Plan by the CoC, it will lead to incongruous result, the CIRP cannot be frozen or cannot be put at halt because an application is submitted before the CCI. Looking to the timeline provided in the Code and that of the Competition Act and to hold that prior approval of CCI is required prior to approval of Plan by the CoC, mandatorily will lead to adverse effect on the CIRP. We may, however, observe that even if the requirement of approval by the CCI, prior to approval by the CoC is held to be ‘directory’, that does not mean that provision of Section 31(4) is not to be complied with. The proviso to Section 31(4) is clear as to what was contemplated was approval by the CCI prior to approval of CoC. Hence, in all cases the law has to be complied with. It cannot be held that since provision is there, approval by CCI has to be obtained prior to approval of Plan by the Adjudicating Authority. We have noticed above the judgments of this Tribunal where it has been laid down that approval by CCI, prior to approval by the CoC is ‘directory’ because

there is no consequences provided for non-compliance of Section 31(4) proviso.

34. In the present case, we have noticed that RFRP provided that CCI's approval has to be obtained prior to approval of Plan by the CoC, which RFRP was in accordance with Section 31(4). Although, the RP subsequently clarified that approval can be obtained even after the approval by the CoC, which was in accordance with the prevalent legal position as settled by this Tribunal in **Arcelor Mittal** and other cases. We thus are of the view that Section 31, sub-section (4) proviso has to be read to mean that though the approval by the CCI is 'mandatory', the approval by the CCI prior to approval of CoC is 'directory'. We, thus, do not find any error in the order of the Adjudicating Authority dated 28.04.2023 rejecting the I.A. No.1497/KB/2022 filed by the Independent Sugar Corporation Ltd.

35. The learned Counsel for the Respondent questioned the *locus* of the Appellants to file the Appeal. On the question of *locus*, there can be no doubt that Independent Sugar Corporation Ltd., which was L2 in the resolution process and who has filed the I.A. No.1497/KB/2022, on which impugned order was passed, has every *locus* to challenge the order of the Adjudicating Authority. The Independent Sugar Corporation Ltd. having *locus* to challenge the order, we have considered the submissions raised by the parties on the merits. In view of the one of the Appellant having *locus* to challenge the order, it is not necessary to enter into the issues regarding *locus* of other Appellant(s).

36. In view of the foregoing discussion, we do not find any ground to interfere with the impugned order dated 28.04.2023. The Adjudicating Authority may now proceed to consider I.A. No.1401 of 2023 filed for approval of Resolution Plan. However, we make it clear that in this judgment, we have only considered the interpretation of Section 31, subsection (4) proviso and have not expressed any opinion on issues raised by the parties.

37. In the result, All the Appeal(s) are dismissed. Parties shall bear their own cost.

**[Justice Ashok Bhushan]  
Chairperson**

**[Mr. Barun Mitra]  
Member (Technical)**

**NEW DELHI**

**18<sup>th</sup> September, 2023**

Ashwani

**ANNEXURE P16****ARCHIT KRISHNA****Advocate****BY HAND/EMAIL/SPEEDPOST**

Date: January 18, 2024

To,

**1. The Chairman,****Competition Commission of India**

9<sup>th</sup> Floor, Office Block, Tower-I,  
 Kidwai Nagar (East)  
 Opposite Ring Road,  
 New Delhi-110023

**2. The Director General,****Competition Commission of India,**

9<sup>th</sup> Floor, Office Block, Tower-I,  
 Kidwai Nagar (East)  
 Opposite Ring Road,  
 New Delhi-110023

**Email:-** ccicharmain@nic.in; secy@cci.gov.in

comb.registry@cci.gov.in; agarwal.anil@cci.gov.in;  
 sweta.kakkad@cci.gov.in; anurag.d@cci.gov.in;  
 shekhar@cci.gov.in; cci-vipulpuri@cci.gov.in.

**Sub: Complaint under Sections 44,45 of the Competition Act, 2002 read with Combination Regulations, against AGI Greenpac Limited**

Please find enclosed complaint on behalf of my client i.e., the Glass Manufacturer & Export Association U.P against AGI Greenpac Limited.

It is prayed, *inter alia*, that this Hon'ble Commission may be pleased to take cognizance of the enclosed complaint under Sections 44 and 45 of the

# ARCHIT KRISHNA

## Advocate

Competition Act, 2002 ; initiate investigation against AGI Greenpac Limited, and grant the other reliefs prayed for thereunder.



**ARCHIT KRISHNA**  
**COUNSEL FOR THE COMPLAINANT**  
H-19, Basement, Lajpat Nagar 3,  
New Delhi - 110024  
9810933083| [architkrishnaoffice@gmail.com](mailto:architkrishnaoffice@gmail.com)



# 472 Glass Manufacturer & Export Association U.P.

**Mukesh Kumar Bansal (Tony)**  
**President**  
**Mob.: 9837095756**

**Rajendra Gupta**  
**Sr. Vice President**  
**Mob.: 9837064227**

**Gagan Sachdeva**  
**Treasurer**  
**Mob.: 9837066599**

**Sarwar Husain**  
**Secretary**  
**Mob.: 9897314786**

**Patron**  
**Bipin Agrawal**  
**Mob.: 9837085160**  
**Pushpendra Kumar Jain**  
**Mob.: 94122267608**

**Vice Presidend**  
**Vineet Jain**  
**Mob.: 9837083893**  
**Sharad Chandra**  
**Mob.: 9837034007**  
**Rajiv Dixit**  
**Mob.: 9837037334**  
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**Mob.: 9837082466**

**Co-Ordinator**  
**Serven Rathi**  
**Mob.: 9837093760**

**Adviser**  
**Singh Raj Yadav**  
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**Rahul Jain**

**Vice Secretary**  
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**Sumit Bansal**  
**Mob.: 9837064000**  
**Priyanshu Mittal**  
**Mob.: 9837005675**

**Ref.**

**Date .....**

## BY HAND, SPEED POST & EMAIL

To,

1. **The Chairman,**  
**Competition Commission of India**  
9<sup>th</sup> Floor, Office Block, Tower – 1,  
Kidwai Nagar (East),  
Opposite Ring Road,  
New Delhi – 110 023
2. **Director General,**  
**The Competition Commission of India,**  
9<sup>th</sup> Floor, Office Block, Tower – 1,  
Kidwai Nagar (East),  
Opposite Ring Road,  
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Email - [ccи-chairman@nic.in](mailto:ccи-chairman@nic.in); [secy@cci.gov.in](mailto:secy@cci.gov.in)  
[comb.registry@cci.gov.in](mailto:comb.registry@cci.gov.in), [Agrawal.anil@cci.gov.in](mailto:Agrawal.anil@cci.gov.in)  
[sweta.kakkad@cci.gov.in](mailto:sweta.kakkad@cci.gov.in), [Anurag.d@cci.gov.in](mailto:Anurag.d@cci.gov.in)  
[shekhar@cci.gov.in](mailto:shekhar@cci.gov.in), [cci-vipulpuri@cci.gov.in](mailto:cci-vipulpuri@cci.gov.in)

**Sub:** Complaint under Sections 44, 45 of the Competition Act, 2002 read with Combination Regulations, against AGI Greenpac Limited

1. The present complaint is being filed on behalf of The Glass Manufacturer & Export Association (hereinafter, "Complainant") having its office at 183/9, Sector-3, Vibhav Nagar, Firozabad-283203 (U.P.), seeking to place on record particulars of the false and incorrect information furnished by AGI Greenpac Limited (hereinafter, "AGI") pursuant to which the proposed combination between AGI and Hindusthan National Glass & industries Ltd. (hereinafter, "HNG") has been approved by this Commission vide order



dated 15.03.2023 in Combination Notification C-2022/11/983  
dated 03.11.2022.

2. Even though the present combination arises out of an ongoing CIRP, it appears that the resolution plan submitted by AGI before the CoC was never placed on record before this Commission and the Complaint has found glaring discrepancies between the information placed on record by AGI before the CoC in the resolution plan and that submitted to this Commission in connection with Combination Notification C-2022/11/983 dated 03.11.2022. A chart showing discrepancies between the information provided by AGI before CoC and that submitted before this Commission is annexed hereto as **Annexure A**.
3. Order dated 15.03.2023 in Combination Notification C-2022/11/983 has been delivered by this Commission on the basis of information furnished by AGI i.e. the Acquirer and specifically states that, '*this order may be revoked if, at any time, the information provided by the Acquirer is found to be incorrect.*'

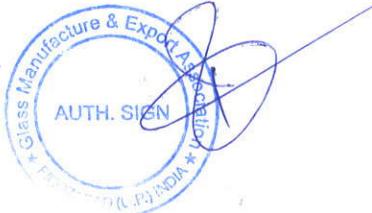
#### **PARTIES:**

##### ***Complainant***

4. The Complainant is an association comprising of MSME glass manufacturers based out of Firozabad and engaged in manufacturing of container glass used for packaging of glass bottles for sale of alcoholic drinks, processed food, etc.

##### ***Target Company***

5. HNG is a market leader in the container glass segment of the packaging industry in India having a market share of 40%. While HNG serves diverse industries, it exerts market dominance in India's Alco-Beverage and Food & Beverages (F&B) sectors and has manufacturing plants in West Bengal, Haryana, Uttarakhand, Rajasthan, Maharashtra, Andhra Pradesh, and Puducherry.



**INITIATION OF CORPORATE INSOLVENCY RESOLUTION PROCESS OF HNG:**

6. Pursuant to order dated 21.10.2021 delivered by the National Company Law Tribunal (“NCLT”) Kolkata Bench, corporate insolvency resolution process (“CIRP”) was initiated against HNG. A copy of order dated 21.10.2021, annexed herewith as **Annexure B**.
7. Based on newspaper reports, market information and public disclosure made by AGI, we have learnt that AGI, a prominent player in the container glass industry, ranking second only to HNG, has been identified as the successful resolution applicant for acquiring HNG. In the event the acquisition is approved, the combined market share of the entity in the alcoholic beverage and food and beverage sectors would exceed 80%, raising concerns for smaller manufacturers, including members of the complainants.
8. Subsequent to approval of the resolution plan by the Committee of Creditors, in view of the large market share of the combined entity, AGI approached this Commission under Section 6(2) of the Competition Act and sought approval of the Commission. Vide order dated 15.03.2023 in Combination Notification C-2022/11/983, this Commission approved the proposed combination between AGI and HNG subject to divestiture of the Rishikesh Plant of HNG. As is evident from order dated 15.03.2023, prior to approval of the combination, this Commission formed a *prima facie* opinion under Section 29(1) of the Competition Act on 09.02.2023 that the proposed combination would have an appreciable adverse effect on competition (AAEC) in the relevant market and sought a response from AGI. In view of the *prima facie* opinion of this Commission, AGI offered to divest the Rishikesh Plant of HNG and the combination has been approved subject to divestiture of the Rishikesh plant as is evident from order dated 15.03.2023. As the resolution plan is yet to be approved, no proceedings in furtherance of



divestiture of the Rishikesh plant have been initiated as yet. A copy of order dated 15.03.2023 is annexed as **Annexure C**.

**BASIS OF CONDITIONAL APPROVAL GRANTED BY THIS COMMISSION ON 15.03.2023:**

9. The combination between AGI and HNG has been approved by this Commission relying on the information furnished by AGI whereby it was stated that given HNG's installed capacity of 2325 TPD and AGI's capacity of 1600 TPD, divestiture of the Rishikesh plant (with a capacity of 400 TPD) would alleviate any AAEC in the relevant market. A perusal of order dated 15.03.2023 makes it clear that this Commission was made to believe that the in-operational units of HNG were unlikely to be revived thereby ensuring that the combined installed capacity of the new entity would not exceed 3925 TPD (i.e., 2325 TPD + 1600 TPD). Accordingly, the Commission imposed a restriction on AGI, prohibiting the acquisition of the Rishikesh Plant for the next 10 years.
10. A bare perusal of the order makes it clear that the combination has been approved merely on the basis of submissions made by AGI before the Commission without any actual enquiry. The order proceeds on an assumption that divestiture of the Rishikesh plant comprising of a production capacity of a mere 400 TPD will address the concerns raised in the show cause notice. However, as is evident from the information provided below, AGI has misled the Commission and provided false figures in order to procure an approval from the Commission.
11. While granting approval, this Commission also took note of the fact that the structure of the market is estimated to change significantly as a consequence of the combination between AGI and HNG. Despite noting the above, the Commission granted approval to the transaction subject to divestiture of HNG's Rishikesh Plant having a production capacity of merely 400 TPD.



12. It is evident that the Commission granted approval for the combination of AGI and HNG based on AGI's submissions regarding: (i) Operational Capacity of AGI and HNG, (ii) AGI's intention not to operationalise the in-operational capacity of the combined entity, and (iii) assurance that divesture of a mere 400 TPD would prevent any AAEC in the relevant market. However, it appears that AGI has provided misleading information with respect to the afore-mentioned particulars in an attempt to mislead this Commission into granting approval.

#### **PROCEEDINGS BEFORE THE NATIONAL COMPANY LAW APPELLATE TRIBUNAL:**

13. The complainant learned that order dated 15.03.2023 was subsequently challenged before the Hon'ble National Company Law Appellate Tribunal ("NCLAT") by various stakeholders and hence filed applications requesting for certified copies of the appeals filed before the NCLAT. As is clear from the certified copies received, an extract of the resolution plan submitted by AGI has been placed on record in Competition Appeal No. 9 of 2023 titled Geeta and Company vs. CCI and Ors. A copy of the applications filed by the complainants requesting for certified copies is annexed as **Annexure D**. The extract of the resolution plan, as placed on record in Competition Appeal No. 9 of 2023 titled Geeta and Company vs. CCI and Ors. is annexed as **Annexure E**.
14. Upon scrutinizing the details presented in the resolution plan and cross-referencing them with the information supplied by AGI to this Commission, as outlined in the conditional order dated 15.03.2023, the complainants have identified various significant contradictions in the information provided by AGI to this Hon'ble Commission.

#### **INACCURATE / FALSE INFORMATION PROVIDED BY AGI:**

15. Before outlining the contradictions referred above, it is necessary to emphasise the solemn duty cast upon parties to a combination to furnish true

and correct information to the CCI as part of the merger approval process. It would not be incorrect to say that the standard of care to be observed by the Acquirer and Target entity in this process would approach not only a bona fide standard but that of *uberrima fides* i.e. utmost good faith. The reason for this is obvious namely that unless the Commission takes recourse to the procedure of public consultation, the parties to the combination remain the sole source of information to the CCI. Moreover, this approach would be in consonance with settled principles of civil, common and evidentiary law, that the burden of placing facts before an authority is always on the person with special knowledge of the same as is also clear from S. 106 of the Evidence Act. In light of the above, it is requested that the Commission analyse the discrepancies laid out below as a serious violation of the solemn duty cast upon the acquirer company to have laid out the correct facts.

16. Considering that the conditional order dated 15.03.2023 explicitly stipulates in Paragraph 105 that approval will be revoked, if the information provided by AGI is discovered to be incorrect, the complainants are now presenting details of the discrepancies apparent on the face of the record:

**(I) HNG's operational capacity:**

17. The conditional Order dated 15.03.2023 records the submission of AGI in the following terms:

*"93. Based on the due diligence conducted by PWC, it is submitted that HNG operated through seven plants in India with an installed capacity of 4300 TPD. However, the operational capacity has reduced to 2325 TPD on account of furnaces at Neemrana, Rishra, Bahadurgarh and Sinnar plants, which have not been operating."*

[emphasis added]

18. AGI has also furnished the operational details of each HNG plant using the following expressions:



"94. The Acquirer also provided an assessment of operational dynamics of each HNG plant in detail. As submitted:

- i. The Bahadurgarh plant of HNG has three furnaces, out of which one is non-operational. The operating capacity (after reduction of non-operational furnaces and down capacity) is 490 TPD.
- ii. The Puducherry plant of HNG has one furnace with a production capacity of 33 TPD, and the furnace is currently non-operational on account of leakage. The operating capacity (after reduction of down capacity) is 270 TPD.
- iii. The Sinnar plant of HNG has two furnaces, out of which only one furnace is currently operational. The operational furnace has a production capacity of 650 TPD. The operating capacity (after reduction of non-operational furnace and down capacity) is 420 TPD.
- iv. The Neemrana plant of HNG has one furnace, with a production capacity of 260 TPD. However, the furnace has been non-operational since the last 7 years.
- v. The Naidupeta plant of HNG has one furnace with a production capacity of 650 TPD. The operating capacity (after reduction of non-operational furnaces and down capacity) is 5TPD.
- vi. The Rishra plant of HNG has three furnaces out of which two are non-operational. The production capacity of one operational furnace in this plant is 290 TPD."

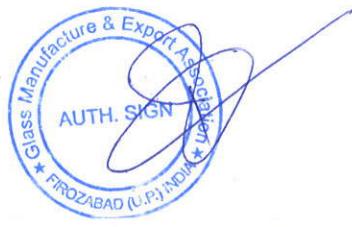
[Note: Certain portions of paragraph 94 are redacted. Complainants are relying on portions available in public domain i.e. on the Commission's website.]

19. Nevertheless, the resolution plan submitted by AGI to the Resolution Professional and Committee of Creditors (CoC) on 26.09.2022 appears to contain different figures. The resolution plan presents the capacities of all HNG plants, calculated as an average over a period of 6 years.
20. A comparison of the details presented in the resolution plan and those provided to this Commission, as documented in the conditional order dated 15.03.



Plants of HNG	Details as shown to CCI		As disclosed in the Resolution plan	
	Installed Capacity	Operational Capacity	Installed Capacity	Operational Capacity/ Draw Capacity
Bahadurgarh		490 TPD	820 TPD	82 TPD
Puducherry	330 TPD	270 TPD	330 TPD	285 TPD
Sinnar	650 TPD	420 TPD	980 TPD	519 TPD
Neemrana	260 TPD	NIL	260 TPD	204 TPD
Naidupeta	650 TPD	530 TPD	650 TPD	529 TPD
Rishra		290 TPD	860 TPD	710 TPD
Rishikesh	400 TPD	400 TPD	400 TPD	400 TPD
<b>Total</b>		<b>2400 TPD</b>	<b>4300</b>	<b>2729</b>

21. According to the resolution plan, the operational capacity of HNG plants, considering a 6-year average, is 2729 TPD while the operational capacity of HNG plants for the years 2021 and 2022 is 2625 TPD. However, as per AGI's submission before this Commission, as documented in paragraph 93 of the order dated 15.03.2023, the operational capacity of HNG plants is stated to be 2325 TPD.
22. Additionally, it should be highlighted that, based on information available to the complainants, the Rishikesh Plant lacks its own sales, marketing, or R&D team and is entirely reliant on the Bahadurgarh Plant of HNG for these functions. Despite this, only the Rishikesh Plant has been proposed for divestiture. AGI has presented inflated figures regarding the operational capacity of the Bahadurgarh Plant, creating an impression that it operates as an independent manufacturing unit. Contrary to this representation, the Bahadurgarh unit lacks manufacturing facilities and should have been



divested alongside the Rishikesh Plant. Without support from the Bahadurgarh unit, the Rishikesh plant is rendered incapable of functioning autonomously.

### **(II) AGI's Operational capacity:**

23. The conditional Order dated 15.03.2023 further records AGI's submission as under:

*"96... as submitted by AGI, the production capacity of the Rishikesh plant is 400 TPD, which constitutes approximately 17 percent of HNG's total utilized capacity and accounts for 25 percent of incremental capacity considering that AGI's capacity installed is 1600 TPD."*

24. However, AGI has intentionally withheld information regarding the addition of 154 MT capacity to its Plants in the year 2022, as evident from AGI's disclosure to BSE and NSE on May 13, 2022, attached as **Annexure F**. Additionally, as per the disclosure made on August 6, 2022, AGI projects its operational capacity to reach **1854 TPD** within the next three to four months, attached as **Annexure G**. Both these disclosures are publicly accessible online.

### **(III) Productivity of HNG's plants:**

25. The conditional order dated 15.03.2023, documents AGI's submission with respect to efficiency of HNG's plants in the following terms:

*"83. The Acquirer has made the following submissions on the aspect of HNG being a failing firm:*

- i. *Inefficient state of operations: As submitted, the operations of the Target have run inefficiently in terms of capital deployment, lack of maintenance of assets and poor operational efficiencies. ...Many of the furnaces have not been rebuilt for more than 10 years, which led to inefficient operations and higher cost, resulting in lower margins and losses...*

*85. The Acquirer further submitted a detailed operational status of various plants of HNG. As per the submission, a majority of HNG's*



*furnaces that are running has been rebuilt 10 years ago or earlier. As submitted, the typical life of a container glass furnace is 10 years... with an ageing furnace, the achievable draw from the furnace vis a vis installed capacity also reduces, which also makes the production costlier...*

*86. Based on the above, the Acquirer submitted that delay in acquisition would adversely affect the viability of the Target. In this regard, in addition to the increased operational costs impacting the competitiveness, the Acquirer submitted that, since the furnaces are not operating properly because of leakages, emergency repairs and other firefighting production issues, the output from HNG's furnaces is inconsistent, which leads on non-performance of their contracts with their customers. It was stated that this creates a vicious circle which will further lead to reduced economic activity..."*

[emphasis added]

26. However, according to the resolution plan, HNG's plants have consistently operated at an efficiency exceeding 80% over a 6-year average. The projected efficiency for the year 2029 is indicated to be 86%.
27. As is discernible from the order dated 15.03.2023, AGI has heavily relied upon the financial distress being faced by HNG, as alleged. However, publicly available Financial Statements of HNG present evidence to the contrary. Copies of the Financial Statements as on May 2023, August 2023 and November 2023 and newspaper publications of the Financial Statements are annexed as **Annexure H Colly**.

**(IV) AGI willfully concealed the fact that on acquisition, operational capacity of the combined entity will be substantially increased:**

28. As per the resolution plan, AGI has proposed a fresh capital infusion of Rs. 100 Cr. to enhance and improve the operations of HNG. The details of this proposal are outlined in the resolution plan, as under:

*"Based on the initial evaluation, the Resolution Applicant understands that there is potential to enhance the above given capacities by maximizing the operational efficiency of the manufacturing facilities. The Resolution Applicant will carry out a*



*detailed feasibility assessment with respect to capacity enhancement post takeover."*

*"The Resolution Applicant will increase the installed capacity utilization and efficiency of the plant to optimal level.*

[emphasis added]

29. As AGI has not disclosed its proposal to increase the operational capacity of the HNG plants, this Commission has approved the combination on divestiture of a mere 400 TPD while restricting AGI from acquiring any influence over the said 400 TPD for the next 10 years. However, considering the proposal in the resolution plan, the operational capacity of the combined entity has the potential to increase up to **6154 TPD (4300 TPD for HNG and an additional 1854 TPD from AGI)**.
30. On a bare perusal of the order delivered by this Commission it appears that the projected capacity and efficiency of HNG alone, as disclosed in the resolution plan, was never provided to the Commission. As per the resolution plan, by the year 2029, it is projected that the HNG plants will have an available capacity of 2967 TPD with a projected efficiency of 86%.

#### **(V) Rishikesh Plant and its share in the market:**

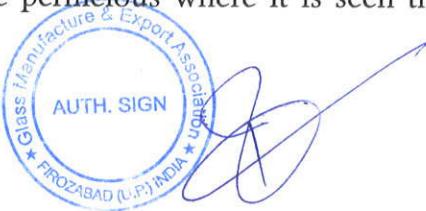
31. The conditional Order dated 15.03.2023 sets out the following:

*"97...As submitted by AGI, Rishikesh plant is present in all four segments of container glass market. The divestiture would lead to the elimination of around 28 percent and 15 percent of the increment in alco-beverage and F & B segments, respectively."*

32. Considering the current operational capacity of the combined entity at **4479 TPD (comprising 2625 TPD for HNG and 1854 TPD for AGI)**, the divestiture of a mere 400 TPD of Rishikesh Plant with 5% market share, would only constitute an 8% reduction in the total operational capacity. This reduction will further diminish to 6.5% if AGI operationalizes the in-operational capacity, as outlined in the resolution plan.



33. From the information available with the complainants, the Rishikesh plant contributes only 18% to the total production in the alco-beverage sector, contrary to AGI's unilateral submission of 28% before this Commission. Furthermore, the Rishikesh plant does not contribute at all to the F&B sector. It appears that AGI has misled the Commission by conveying that the Rishikesh Plant plays a role in all four segments of the container glass market.
34. The afore-mentioned discrepancies have been pointed out in view of the powers of this Commission under Sections 44 and 45 of the Competition Act whereby penalty is required to be mandatorily imposed in the event approval has been granted based on information falsely furnished or where there has been an omission on part of the acquirer in furnishing information. The Commission has previously exercised these powers in the case of *Amazon.com NV Investments Holdings LLC*, where a penalty of Rs. 202 Crore was imposed, and the combination was directed to undergo a fresh examination. It is noteworthy that Paragraph 105 of the conditional order dated 15.03.2023 specifies the possibility of revocation at any time if the furnished information is found to be false and incorrect.
35. The complainants were not previously able to highlight the aforementioned discrepancies, as they were not privy to the information submitted by AGI before this Commission or the contents of the resolution plan submitted by AGI to the Resolution Professional of HNG.
36. A perusal of the above false information as well as concealment of material facts clearly shows that the Commission was misled as to the very fundamental size, nature and future prospects of the market itself. These misstatements and concealments would obviously taint the AAEC analysis in as much as an accurate understanding of the market size is the necessary first step in determining effects thereupon. Moreso, at the risk of repetition, AGI's conduct is all the more pernicious where it is seen that a far more



complete and holistic picture was being presented to creditors of HNG as part of the resolution process.

37. In view of the false information provided by AGI, the stipulated restriction of 10 years from the acquisition of control over the Rishikesh Plant (comprising 400 TPD) directed by this Commission has been rendered ineffective. Furthermore, as a result of the changing market conditions it has become evident that the combination of AGI and HNG in its present form will gravely and prejudicially impact small glass manufacturers such as the complainants and lead to their ouster from the market.
38. The false and incorrect information furnished by AGI jeopardizes the integrity of the conditional approval and raises concerns about the potential exclusion of small glass manufacturers from the relevant market.
39. On approval having been granted by this Commission, despite the fact that the resolution plan submitted by AGI is yet to be approved by the Adjudicating Authority, there has been a substantial change in the market conditions.
40. The combination of HNG and AGI, the two leading competitors in the container glass market, has effectively eradicated competition within the country. Following the conditional approval granted by this Commission, AGI and HNG simultaneously adjusted their prices, resulting in a significant decline in sales for small glass manufacturers, including the complainants. There is concern that if market dynamics continue to be dictated by the combined entity of AGI and HNG, smaller manufacturers will face complete expulsion from the market, ultimately culminating in a total collapse of the glass market in Firozabad.
41. In conclusion, we request a thorough re-examination of the conditional approval, taking into account the discrepancies highlighted in this complaint. The evolving market conditions post-approval necessitate a reconsideration



of the impact on small glass manufacturers. The discrepancies highlighted in operational capacities, efficiency claims, and market share data, coupled with AGI's intentional withholding of crucial information about capacity additions, underscore the need for a comprehensive investigation. The complainants undertake to cooperate in the investigation conducted, as and when directed by this Commission.

42. Given the potential adverse impact on the relevant market and the false information furnished by AGI it is imperative that order dated 15.03.2023 in Combination Notification C-2022/11/983 dated 03.11.2022 be revoked.
43. The Commission possesses the necessary jurisdiction to thoroughly investigate the matter and take appropriate actions to maintain the sanctity of the approval process and safeguard market competition.

**Prayers:**

44. In view of the above, it is prayed that this Hon'ble Commission may be pleased to:
  - A. Take cognizance of the complaint under Sections 44 and 45 of the Competition Act, 2002 and initiate investigation against AGI Greenpac Limited;
  - B. Revoke the approval granted vide order dated 15.03.2023 in Combination Notification C-2022/11/983 dated 03.11.2022;
  - C. Impose a penalty on AGI Greenpac Limited in view of the false and incorrect information furnished in connection with Combination Notification C-2022/11/983 dated 03.11.2022;
  - D. Pass any other order/s as this Commission may deem fit.





Yours faithfully,

[The Glass Manufacturer & Export Association]

[Encl. as above.]

## ANNEXURE - A

**CHART SHOWING DISCREPANCIES BETWEEN THE INFORMATION FURNISHED BY AGI TO THE COMPETITION COMMISSION OF INDIA AND INFORMATION FURNISHED BY AGI IN THE RESOLUTION PLAN**

S. No.	<b>Submissions of AGI as recorded in order dated 15.03.2023 in Combination Notification C-2022/11/983 dated 03.11.2022</b>	<b>Details of errors in the information furnished</b>																																												
1.	<p>Operational Capacity of HNG is 2325 TPD. Submission of AGI as recorded in paragraph 93-94 of order dated 15.03.2023 is extracted below:</p> <p><i>“93. Based on the due diligence conducted by PWC, it is submitted that HNG operated through seven plants in India with an installed capacity of 4300 TPD. However, the operational capacity has reduced to 2325 TPD on account of furnaces at Neemrana, Rishra, Bahadurgarh and Sinnar plants, which have not been operating.</i></p> <p><i>94. The Acquirer also provided an assessment of operational dynamics of each HNG plant in detail...”</i></p>	<p>As per the resolution plan submitted by AGI, the draw capacity of the plants of HNG, taking an average of six years is 2729 TPD. The resolution plan further states that the available capacity in the year 2021 and 2022 has been 2625 TPD.</p> <p>A comparison of the details furnished by AGI to CCI and details mentioned in order dated 15.03.2023 is provided below:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center; width: 20%;">Plants of HNG</th> <th style="text-align: center; width: 20%;">Details provided to CCI</th> <th colspan="2" style="text-align: center; width: 60%;">Details in the resolution plan</th> </tr> <tr> <th style="text-align: center;"></th> <th style="text-align: center;">Installed Capacity</th> <th style="text-align: center;">Operational Capacity</th> <th style="text-align: center;">Installed Capacity</th> <th style="text-align: center;">Operational Capacity</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Bahadurgarh</td> <td style="text-align: center;">490 TPD</td> <td style="text-align: center;">820 TPD</td> <td style="text-align: center;">82 TPD</td> <td style="text-align: center;">82 TPD</td> </tr> <tr> <td style="text-align: center;">Puducherry</td> <td style="text-align: center;">330 TPD</td> <td style="text-align: center;">270 TPD</td> <td style="text-align: center;">330 TPD</td> <td style="text-align: center;">285 TPD</td> </tr> <tr> <td style="text-align: center;">Sinnar</td> <td style="text-align: center;">650 TPD</td> <td style="text-align: center;">420 TPD</td> <td style="text-align: center;">980 TPD</td> <td style="text-align: center;">519 TPD</td> </tr> <tr> <td style="text-align: center;">Neemrana</td> <td style="text-align: center;">260 TPD</td> <td style="text-align: center;">NIL</td> <td style="text-align: center;">260 TPD</td> <td style="text-align: center;">204 TPD</td> </tr> <tr> <td style="text-align: center;">Naidupeta</td> <td style="text-align: center;">650 TPD</td> <td style="text-align: center;">530 TPD</td> <td style="text-align: center;">650 TPD</td> <td style="text-align: center;">529 TPD</td> </tr> <tr> <td style="text-align: center;">Rishra</td> <td style="text-align: center;">290 TPD</td> <td style="text-align: center;">860 TPD</td> <td style="text-align: center;">710 TPD</td> <td style="text-align: center;">710 TPD</td> </tr> <tr> <td style="text-align: center;">Rishikesh</td> <td style="text-align: center;">400 TPD</td> <td style="text-align: center;">400 TPD</td> <td style="text-align: center;">400 TPD</td> <td style="text-align: center;">400 TPD</td> </tr> </tbody> </table>	Plants of HNG	Details provided to CCI	Details in the resolution plan			Installed Capacity	Operational Capacity	Installed Capacity	Operational Capacity	Bahadurgarh	490 TPD	820 TPD	82 TPD	82 TPD	Puducherry	330 TPD	270 TPD	330 TPD	285 TPD	Sinnar	650 TPD	420 TPD	980 TPD	519 TPD	Neemrana	260 TPD	NIL	260 TPD	204 TPD	Naidupeta	650 TPD	530 TPD	650 TPD	529 TPD	Rishra	290 TPD	860 TPD	710 TPD	710 TPD	Rishikesh	400 TPD	400 TPD	400 TPD	400 TPD
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		Total		2400 TPD	4300 TPD	2729 TPD																	
2.	<p>Detailed submissions have been made by AGI stating that furnaces of HNG are inefficient and ageing so as to show that the in-operational units of HNG cannot be operationalized, as recorded in order dated 15.03.2023 in the following terms:</p> <p><i>“83. The Acquirer has made the following submissions on the aspect of HNG being a failing firm:</i></p> <p><i>i. Inefficient state of operations: As submitted, the operations of the Target have <u>run inefficiently</u> in terms of capital deployment, lack of maintenance of assets and poor operational efficiencies. ...Many of the furnaces have not been rebuilt for more than 10 years, which led to inefficient operations and higher cost, resulting in lower margins and losses...”</i></p> <p><i>85. The Acquirer further submitted a detailed operational status of various plants of HNG. As per the submission, a majority of HNG’s furnaces that are running has been rebuilt 10 years ago or earlier. As submitted, the typical</i></p>	<p>The resolution plan submitted by AGI states the following vis-a-vis the efficiency of the plants of HNG (taking an average of six years):</p> <table border="1"> <thead> <tr> <th>Location of the Plant</th> <th>Efficiency<sup>1</sup></th> </tr> </thead> <tbody> <tr> <td>Bahadurgarh</td> <td>83%</td> </tr> <tr> <td>Puducherry</td> <td>85%</td> </tr> <tr> <td>Sinnar</td> <td>85%</td> </tr> <tr> <td>Neemrana</td> <td>85%</td> </tr> <tr> <td>Naidupeta</td> <td>86%</td> </tr> <tr> <td>Rishra</td> <td>85%</td> </tr> <tr> <td>Rishikesh</td> <td>86%</td> </tr> </tbody> </table> <p>The resolution plan further states that the projected efficiency for the year 2029 is 86%.</p> <p>The Resolution plan also states:</p> <p><i>“3.3 Proposed turnaround plan</i></p> <p><i>As many of the furnaces and plant &amp; machinery requires maintenance, it is proposed that the Corporate Debtor <u>will have to invest funds towards rebuilding more efficient furnaces and improve efficiency of the machines for higher output. Post the Effective Date, the Resolution Applicant shall</u></i></p>	Location of the Plant	Efficiency <sup>1</sup>	Bahadurgarh	83%	Puducherry	85%	Sinnar	85%	Neemrana	85%	Naidupeta	86%	Rishra	85%	Rishikesh	86%					
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<sup>1</sup> Calculated as a percentage of Pack (MT) production on the total Draw (TPD)

<p><i>life of a container glass furnace is 10 years... with an ageing furnace, the achievable draw from the furnace vis a vis installed capacity also reduces, which also makes the production costlier...</i></p> <p>86. <i>Based on the above, the Acquirer submitted that delay in acquisition would adversely affect the viability of the Target. In this regard, in addition to the increased operational costs impacting the competitiveness, the Acquirer submitted that, since the furnaces are not operating properly because of leakages, emergency repairs and other firefighting production issues, the output from HNG's furnaces is inconsistent, which leads on non-performance of their contracts with their customers. It was stated that this creates a vicious circle which will further lead to reduced economic activity..."</i></p>	<p><b><u>have the sole right to evaluate</u></b> and decide to shutdown/ dispose of any units/ plants of the Corporate Debtor as it may deem fit, if the viability of those units/ plants cannot be determined...</p> <p>...</p> <p><b>4.1.4...</b></p> <table border="1" data-bbox="1140 377 1927 1224"> <tr> <td data-bbox="1140 377 1185 1224">3.</td><td data-bbox="1185 377 1680 1224"><i>Fresh capital infusion – for improving and enhancing operations of the Corporate Debtor</i></td><td data-bbox="1680 377 1927 1224"><i>The Resolution Applicant estimates that the business of the Corporate Debtor will require fresh capital infusion towards incremental working capital and capital expenditure up to the tune of INR 100,00,00,000 (Rupees One Hundred Crores Only). Such Infusion shall be made within a period of 12 months from the Effective Date. ..."</i></td></tr> </table>	3.	<i>Fresh capital infusion – for improving and enhancing operations of the Corporate Debtor</i>	<i>The Resolution Applicant estimates that the business of the Corporate Debtor will require fresh capital infusion towards incremental working capital and capital expenditure up to the tune of INR 100,00,00,000 (Rupees One Hundred Crores Only). Such Infusion shall be made within a period of 12 months from the Effective Date. ..."</i>
3.	<i>Fresh capital infusion – for improving and enhancing operations of the Corporate Debtor</i>	<i>The Resolution Applicant estimates that the business of the Corporate Debtor will require fresh capital infusion towards incremental working capital and capital expenditure up to the tune of INR 100,00,00,000 (Rupees One Hundred Crores Only). Such Infusion shall be made within a period of 12 months from the Effective Date. ..."</i>		

3.	<p>The Order records the Operational Capacity of AGI as 1600 TPD. Para 96 of the order states:</p> <p><i>"96... as submitted by AGI, the production capacity of the Rishikesh plant is 400 TPD, which constitutes approximately <b>17 percent of HNG's total utilized capacity</b> and accounts for <b>25 percent of incremental capacity considering that AGI's capacity installed is 1600 TPD.</b>"</i></p>	<p>The total installed capacity of AGI is projected to increase to 1854 TPD as is clear from disclosures made by AGI, available in public domain.</p> <p>In the dated 06.08.2022 made by AGI to BSE it has been stated:</p> <p><i>"With which now the overall capacity on the container glass right now it is 1600 tonnes per day will go to 1700 tonnes per day and another 154 tonnes high end furnace will come so that will make it 1854 tonnes per day."</i></p>
4.	<p>The Order records the submission of AGI in Paragraph 97 as:</p> <p><i>"97...As submitted by AGI, Rishikesh plant is present in all four segments of container glass market. The divestiture would lead to the elimination of around 28 percent and 15 percent of the increment in alco-beverage and F &amp; B segments, respectively."</i></p>	<p>Contrary to the said submission, the Rishikesh plant would constitute a mere 10% of the total production of the combined entity even if the operational capacity as provided by AGI were taken to be correct. (Operational capacity of HNG being 2325 TPD and operational capacity of AGI taken to be 1600 TPD i.e. 3925 TPD).</p> <p>Functioning at a capacity of a mere 400 TPD as opposed to the combined market share of 3925 TPD (as alleged by AGI), it is unfathomable that the Rishikesh plant is present in all four segments and would simultaneously lead to elimination of market shares as high as 28% and 15% in individual product segments as has been alleged.</p> <p>As per market information available with the Complainant, the Rishikesh Plant does not contribute in any manner in the F&amp; B segment and merely contributes to 18% pf the production in the alco-beverage segment.</p>

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**ANNEXURE-**

**IN THE NATIONAL COMPANY LAW TRIBUNAL  
KOLKATA BENCH  
KOLKATA**

**C.P (IB) No.369/KB/2020**

**DBS Bank Limited**

**.... Financial Creditor**

**-Versus -**

**Hindusthan National Glass & Industries Limited. ....Corporate Debtor**

**Coram: Mr. Rajasekhar V.K., Hon'ble Member (Judicial)**

**Mr. Harish Chander Suri, Member (Technical)**

**C O R R I G E N D U M   O R D E R**

- 1.** In the order dated 21/10/2021 on page 27, in para (i) under “orders”, the name of the Corporate Debtor was inadvertently written as ‘DBS Bank Limited’ which needs to be rectified and be read as “**Hindusthan National Glass & Industries Limited**”.
  
- 2.** The rest of the order shall remain unchanged.

**(Harish Chander Suri)**

**(Rajasekhar V.K.)**

**Member (Technical)**

**Member (Judicial)**

Order Signed on 22/10/2021

**IN THE NATIONAL COMPANY LAW TRIBUNAL,**

**KOLKATA BENCH,**

**KOLKATA**

**C.P (IB) No.369/KB/2020**

**In the matter of**

An application under 7 of the Insolvency and Bankruptcy Code, 2016 read with Rule 4 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016.

And

**In the matter of :**

**DBS Bank Limited**, having its registered office at Marnia Boulevard, Marina Bay Financial Centre Tower-3, Singapore-018982 and Express Towers, 16<sup>th</sup> Floor, Nariman Point, Mumbai- 400021 and Local Branch Office at 4A, Nandlal Basu Sarani, Kolkata- 700071.

*... Financial Creditor*

Versus

**In the matter of:**

**Hindusthan National Glass & Industries Limited, CIN L26109WB1946PLC013294** , a Company incorporated under the provisions of Companies Act, 1956 having its Registered office at 2 Red Cross Place Kolkata, West Bengal-700001.

*...Corporate Debtor*

*And*

Date of hearing : 08/10/2021

Order Pronounced on : 21 / 10/2021

Amended on: 22/10/2021

**Coram:**

***Mr. Rajasekhar V.K., Member (Judicial)***

***Mr. Harish Chander Suri, Member (Technical)***

**Counsels appeared through Video Conference**

- |                                |                              |
|--------------------------------|------------------------------|
| 1. Mr. Vikram Wadehra, Adv.    | } For the Financial Creditor |
| 2. Mr. Vidushi Chokhani, Adv.  |                              |
|                                |                              |
| 1. Mr. Jishnu Saha, Sr.Adv.    | } For the Corporate Debtor   |
| 2. Mr. Kuldip Mallik, Adv.     |                              |
| 3. Ms. Labanyasree Sinha, Adv. |                              |

**A M E N D E D      O R D E R**

**Per: Harish Chander Suri, Member (Technical)**

1. The Court is convened by video conference today.
2. This petition has been filed under 7 of the Insolvency and Bankruptcy Code, 2016 read with Rule 4 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016 by **DBS Bank Limited**, a corporate entity, having its registered office at Marnia Boulevard, Marina Bay Financial Centre Tower-3, Singapore-018982 and Express Towers, 16<sup>th</sup> Floor, Nariman Point, Mumbai- 400021 and Local Branch Office at 4A, Nandlal Basu Sarani, Kolkata- 700071 through its authorised representative Mr. Pankaj Maroo, duly authorised power of attorney holder of the applicant and also the Vice President of DBS Bank Limited through its **Board Resolution/Power of Attorney dated 09/01/2020** (hereinafter referred to as the Financial Creditor) seeking initiation of corporate insolvency resolution process in respect of the **Hindusthan National Glass & Industries Limited**, CIN L26109WB1946PLC013294, another corporate entity, having its Registered office at 2 Red Cross Place Kolkata, West Bengal-700001 (hereinafter referred as the Corporate Debtor).
3. It is submitted in the application that the Corporate Debtor has an authorised share capital of Rs.511, 50, 00,000 and paid-up share capital

of Rs.17,91,07,130 (Rupees Seventeen Crore Ninety-One Lakh Seven Thousand One Hundred Thirty Only). It is further submitted that the financials of financial year 2019 of the Corporate Debtor mentioned the following details about the Corporate Debtor;-

- (i) Assets: INR 3,178.75 crore
- (ii) Income: INR 2403.52 crore
- (iii) Amount of Debt: INR 2609.79 crore
- (iv) Category of Corporate persons: manufacturing Company.

4. It is submitted in the Part IV of the application as particulars of Financial Debt that Total amount of debt granted and disbursed was:-

ECB 1: USD 20 Million and

ECB 2: USD 40 Million.

It is stated that the amount claimed to be in default is **Rs.48,450,708.97** on account of principal and **Rs.6,091, 897.34** towards interest totalling up to **Rs.54,542,606.31** and the date of default is stated to be 31<sup>st</sup> December, 2019.

It is submitted in Part IV of the application that total amount of Financial Debt

5. It is further submitted in the Part V of the application:

(Particulars of Financial Debt ( Documents, Records and Evidence of Default)

1.	Particulars of Securities, if any, the date of its creation , its estimated value as per the creditor	A. Mortgage and First Pari Passu Charge on: a. 50 bighas out of land comprised in Khasra No. 92/5 Khewat Khatauni in Village Gumaniwala ,Uttaranchal. b. 1 Acre comprising of land in Khasra No. 230 Khewat Khatauni in village Gumaniwala, Uttaranchal . c. 0.81 acre comprising of land in Khasra No. 230 Khewat Khatauni in village Gumaniwala,
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	<p>Uttaranchal .</p> <p>d. All that comprised in contiguous plots of land at village: Tapovan.</p> <p>e. Immovable properties in Pondicherry as described in Part B of Indenture of Mortgage .</p> <p>f. Immovable properties situated in Mouza: Mahesh: PS Serampore, District-Hoogly, in West Bengal.</p> <p>g. Immoveable Properties situated at Mouza and village Parnala, or Bahadurgarh, Thesil: Jhajjar, P.S.Bahadurgarh, Rohtak, Haryana.</p> <p>h. Immoveable properties situated in Neemrana, Rajasthan .</p> <p>i. Immoveable properties situated in Sinnar, Maharashtra,</p> <p>j. Immoveable properties situated in Nayadupet, Maharashtra,</p> <p>k. All that the contiguous plots of land at villages Thondamanatham and village Thuripet in Villanur Commune in Pondichery</p> <p>l. Parcel of land amounting to 36.29 acres at Mouza Mahesh, PS Serampore, Rishra, Hooghly, West Bengal,</p> <p>m. 50.7 acres of land at Bahadurgarh in Haryana</p> <p>n. 49,951.91 sq metres at Neemranga, Rajasthan</p> <p>B. Second Pari Pasu charge on hypothecated goods, finished goods, semi-finished good, stocks of raw materials, work in process located at various factories/warehouses/godowns of the Borrower and first pari passu</p>
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		hypothecation and floating charge over all present and future moveable properties of the borrowers including its moveable plant and machinery, furniture and fittings, equipments, computer hardware, computer software, machinery spares and accessories
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4. It is further submitted that the financial creditor has placed on record the following documents:-
  - i. A copy of Facility Offer Letter dated 17<sup>th</sup> August, 2011 is annexed as Annexure-A
  - ii. A copy of Facility Offer Letter dated 21<sup>st</sup> March 2012 is annexed as Annexure-B.
  - iii. Facility amendment letter dated 8<sup>th</sup> June 2015 is annexed as Annexure -C
  - iv. Facility amendment letter dated 9<sup>th</sup> June 2015 is annexed as Annexure-D.
  - v. Facility Agreement dated September 28, 2011 is annexed as Annexure- E.
  - vi. Facility Agreement dated 7<sup>th</sup> May 2012 is annexed as Annexure-F.
  - vii. Deed of Hypothecation dated 3<sup>rd</sup> October 2012 is annexed as Annexure-G.
  - viii. Memorandum of Entry dated 9<sup>th</sup> July 2014 is annexed as Annexure – H.
  - ix. Amendment and Restatement Agreement dated 13<sup>th</sup> October, 2015 along with Borrowers' Certificate is annexed as Annexure-I.
  - x. Personal Guarantee by Mr. Sanjay Somany dated 11<sup>th</sup> August, 2015 is annexed as Annexure-J.
  - xi. Personal Guarantee dated 13<sup>th</sup> October, 2015 by Mr. Mukul Somany is annexed as Annexure-K.
  - xii. A Copy of the Memorandum of understanding for settlement dated 27<sup>th</sup> August 2018 is annexed as Annexure-L.

- xiii. Sanction Letter for compromise dated 27<sup>th</sup> August 2018 is annexed as Annexure-M.
5. In addition to the above mentioned documents, the Financial Creditor has further attached the following documents along with this application in order to prove the existence of financial debt, the amount and date of default, which are as under:
- i. Statement of Account from 1<sup>st</sup> January, 2016 to 31<sup>st</sup> December, 2019, of Hindusthan National Glass & Industries Limited, Reference number-000TLFN112930004 is annexed as Annexure-N.
  - ii. Statement of Account from 1<sup>st</sup> January, 2016 to 31<sup>st</sup> December, 2019, of Hindusthan National Glass & Industries Limited, Reference number-000TLEN12185002 is annexed as Annexure-O.
  - iii. Copy of Memorandum of Association and Article of Association of Corporate Debtor is annexed as Annexure-P.
  - iv. Copy of Certificate of Registration for Modification of charge is annexed as Annexure-Q.
  - v. Table of days of default from 28<sup>th</sup> March, 2018 and amount payable is annexed as Annexure-R.
6. The Financial Creditor has proposed the name of Mr. Girish Sriram Juneja, IRP in Part-III Form-A being Reg. No. IBBI/IPA-001/IP-P00999/2017-18/11646 and by way of written communication, the aforesaid Mr. Girish Sriram Juneja, has filed Form-2 addressing his written communication dated 13<sup>th</sup> December, 2019 has addressed the NCLT, Mumbai Bench, agreed to accept appointment as the IRP if an order admitting the present application is passed and has certified that there are no disciplinary proceeding pending against him and he is eligible to be appointed as IRP.
7. The Financial Creditor has placed on record letter 17<sup>th</sup> August 2011 (Annexure-A) whereby the Financial Creditor had agreed to sanction the
-

requested facility to the Corporate Debtor Hindusthan National Glass & Industries Limited on the specific terms and conditions and compliance mentioned therein. It is specifically mentioned therein that the facility amount was Bilateral Foreign currency loan to the US dollar 40 Million by DBS Bank Ltd., Singapore through DBS Bank Ltd. Kolkata Branch (Arranger) for the purpose of part financing capital expenditure of the Borrower/ Corporate Debtor herein, in compliance with RBIs External Commercial Borrowing guidelines. (ECB guidelines). It is further submitted that the security offered by the Corporate Debtor was pari passu first charge on Fixed Assets (Moveable Immovable Assets) of the borrower both present and future. With an asset cover of 1.25x and the creation of charge to be completed within 6 months from drawdown date and the facility was provided with a period of 7 years from drawdown date and the availability period mentioned therein 180 days from the Facility Agreement and it was further specifically mentioned therein that any portion of the facility that remains un-drawn at the expiry of the availability period would be deemed cancelled and become unavailable for drawing. It was further mentioned in the said letter that the Facility shall be drawn in a minimum amount of US Dollar 5 million or in any multiple of US dollar 1 million in excess thereof and the applicable LIBOR plus 2.45% p.a. It was made clear that all interest payments shall be made in arrears at the end of each interest period (Interest Payment Date) and calculated on the basis of the actual number of days elapsed in a year of 360 days and all interest payments shall be made in arrears at the end of each interest and calculated on the basis of actual number of days elapsed in a year of 360 days. With regard to the repayment, it was mentioned that door to door maturity of 7 years, with a moratorium of 4 years and 10% to be repaid on the 48<sup>th</sup> months followed by equal half yearly repayment thereafter starting from 54<sup>th</sup>, 60<sup>th</sup>, 72<sup>nd</sup>, 78<sup>th</sup> & 84<sup>th</sup> month respectively. The aforesaid agreement mentions various other terms and conditions in detail.

8. Similarly, the Financial Creditor has placed on the record letter dated

21<sup>st</sup> Mach, 2012 written to the Corporate Debtor whereby referring to their discussions they informed the Corporate Debtor that “DBS Bank Ltd., Kolkata Branch is agreeable to sanction the requested facility to you.” This will be made available on the specific terms and compliance with the covenants mentioned below.

Facilities may be drawn down on the satisfactory completion of the documents detailed below:-

Borrower : Hindusthan National Glass & Industries Limited  
(the “Borrower”)

Type of Facility & Facility Amount : Bilateral Foreign Currency Loan up to US Dollar 20 Million (Facility)

Lender : DBS Bank Ltd., Singapore (DBS)

Arranger : DBS Bank Ltd. Kolkata Branch (DBS Kolkata/Arranger)

Purpose : For part financing capital expenditure of the Borrower in compliance with RBIs External Commercial Borrowing guidelines.

Security : Pari Passu First charge on Entire Present and future Fixed Assets (Moveable and Immovable Assets) with an asset cover of 1.25x.

Pari Passu 2<sup>nd</sup> charge on Current Assets.

Creation of charge to be completed within 6 months from first/initial drawn down date

Tenor : 7 years from drawn down date

Final Maturity : 7 years from drawn down date

Availability Period : 90 days from the Facility Agreement (Agreement date) date.  
Any portion of the facility that remains un-drawn at the expiry of the Availability period shall be deemed cancelled and becomes unavailable for drawing

Drawn down : The Facility shall be drawn in a minimum amount of USD 5 million or in any multiple of USD 1 million in excess thereof.

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IN THE NATIONAL COMPANY LAW TRIBUNAL,  
KOLKATA BENCH, KOLKATA

DBS Bank Ltd. Vs. Hindusthan National Glass & Industries Limited  
CP(1B) No. 369/KB/2020

Interest Rate : The applicable LIBOR plus 2.45% p.a.

All the interest payments shall be made in arrears at the end of each Interest Period (Interest Payment Date) and calculated on the basis of the actual number of days elapsed in a year of 360 days.

All interest payments shall be made in arrears at the end of each Interest Period (Interest Payment Date) and calculated on the basis of the actual number of days elapsed in a year of 360 days.

9. Similarly, vide letter dated 8<sup>th</sup> June, 2015 the Financial Creditor wrote to the Corporate Debtor as under:-

Ref. : CDT/ADMIN/431/2015  
: 8<sup>th</sup> June 2015

***Hindusthan National Glass & Industries Ltd.***

*2, Red Cross Place  
Kolkata- 700001*

*Kind Attn: Mr. Mukul Somany, Vice Chairman & MD*

*Dear Sir,*

**Re: Amendment in ECB Loan Facility of USD 40 Million**

<b>BORROWER:</b>	<b><i>Hindusthan National Glass &amp; Industries Ltd.</i></b>
<b>LENDER:</b>	<i>DBS Bank Ltd., Singapore ("DBS")</i>
<b>ARRANGER:</b>	<i>DBS Bank Ltd., Kolkata Branch (DBS Kolkata/ Arranger)</i>
FACILITY	<i>Bilateral Loan Facility of USD 40,000,000(Facility)</i>

*Further to our offer letter CDT/ADMIN/396/2011 dated 17<sup>th</sup> August 2011 for sanctioning ECB Loan Facility duly accepted by the company, we are pleased to offer the following amendment in existing terms and conditions:*

<b><i>Clause being Amended</i></b>	<b><i>Existing Clause/ Condition</i></b>	<b><i>Amended /Proposed Clause/Condition</i></b>
<i>Tenor of ECB Loan Facility</i>	<i>7 years</i>	<i>10 years</i>

<b>Security</b>	<p>1. <i>1<sup>st</sup> pari passu charge on all fixed assets</i>          2. <i>2<sup>nd</sup> pari passu charge on all current assets</i></p>	<p>1. <i>1<sup>st</sup> pari passu charge on all fixed assets</i>          2. <i>2<sup>nd</sup> pari passu charge on all current assets</i>          3. <i>Pledge of promoters shares (51.0% stake)</i>          4. <i>Personal Guarantee of Mr. Mukul Somany and Mr. Sanjay Somay</i></p>																																																												
<b>Pricing</b>	<i>3 Month L+ 245 bps p.a.</i>	<i>3 Month L+ 270 bps p.a. (effective 1 December 2014 i.e. the cut-off date)</i>																																																												
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*Other Conditions*

***The restructuring/re-schedulment of the Facility is subject to compulsory hedging of the entire amount, upfront, After the hedge, the INR equivalent of the Facility must be captured in the security documentation.***

*Costs and Expenses*

*: All costs and expenses including but not limited to the legal fees of external and local counsel, publicity, and other costs incurred in connection with the amendment in the Facility will be for the account of the Borrower.*

*Documentation*

*: The amendment of the Facility will be subject to the execution of mutually satisfactory documentation with standard provisions for transactions of this type.*

*Kindly note that the said banking facilities are being extended/ amended (except the changes above) on the same terms and conditions as set out in our CDT/ADMIN/396/2011 dated 17<sup>th</sup> August 2011 and as governed under facility agreement dated 28<sup>th</sup> September, 2011 and as amended from time to time.*

*Kindly accept and save the changes specified above and sign a duplicate copy of this letter in token of your confirmation and acceptance of the above contents.*

*We look forward to a continuing long and mutually beneficial relationship with your company.*

*Should you require any clarification, please do not hesitate to contact Mr. Atul Choudhury (Mobile # + 91 8017333136 or at e-mail -atulchoudhury @ dbs.com).*

502  
IN THE NATIONAL COMPANY LAW TRIBUNAL,  
KOLKATA BENCH, KOLKATA

DBS Bank Ltd. Vs. Hindusthan National Glass & Industries Limited  
CP(B) No. 369/KB/2020

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*Yours faithfully*

*Authorised Signatory*

*I/We confirm and accept the above amendment in the terms, conditions and contents mentioned above and the STANDARD TERMS AND CONDITIONS APPLICABLE TO BANKING FACILITIES and confirm that the documents and the information submitted/ to be submitted and the documents that are executed/ to be executed by me/us in your favour to secure the banking facilities are/ shall be true, accurate, complete and correct.*

*For Hindusthan National Glass & Industries Limited*

*Vice- Chairman & Managing Director*

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*Name :*

*Designation:*

*Date:*

*( to be signed by Authorised Signatory of the Borrower with affixing Borrower's stamp and date)*

Vide another letter dated 9<sup>th</sup> June 2015, the Financial Creditor informed the Corporate Debtor as under:-

Ref. : CDT/ADMIN/431/2015  
: 9<sup>th</sup> June 2015

***Hindusthan National Glass & Industries Ltd.***

*2, Red Cross Place  
Kolkata- 700001*

*Kind Attn: Mr. Mukul Somanay, Vice Chairman & MD*

*Dear Sir,*

**Re: Amendment in ECB Loan Facility of USD 20 Million**

**BORROWER:** *Hindusthan National Glass & Industries Ltd.*

**LENDER:** *DBS Bank Ltd., Singapore ("DBS")*

**ARRANGER:** *DBS Bank Ltd., Kolkata Branch (DBS Kolkata/  
Arranger)*

**FACILITY** *Bilateral Loan Facility of USD 20,000,000(Facility)*

*Further to our offer letter CDT/ADMIN/155/2012 dated 21<sup>st</sup> March 2012 for sanctioning ECB Loan Facility duly accepted by the company, we are pleased to offer the following amendment in existing terms and conditions:*

<b>Clause being Amended</b>	<b>Existing Clause/ Condition</b>	<b>Amended /Proposed Clause/Condition</b>
Tenor of ECB Loan Facility	7 years	10 years
Security	1. 1 <sup>st</sup> pari passu charge on all fixed assets 2. 2 <sup>nd</sup> pari passu charge on all current assets	1. 1 <sup>st</sup> pari passu charge on all fixed assets 2. 2 <sup>nd</sup> pari passu charge on all current assets 3. Pledge of promoters shares (51.0% stake) 4. Personal Guarantee of Mr. Mukul Somany and Mr. Sanjay Somay

*Costs and Expenses*

: All costs and expenses including but not limited to the legal fees of external and local counsel, publicity, and other costs incurred in connection with the amendment in the Facility will be for the account of the Borrower.

*Documentation*

: The amendment of the Facility will be subject to the execution of mutually satisfactory documentation with standard provisions for transactions of this type.

*Kindly note that the said banking facilities are being extended/ amended (except the changes above) on the same terms and conditions as set out in our CDT/ADMIN/ 155/2012 dated 21<sup>st</sup> March 2012 and as governed under facility agreement dated 7<sup>th</sup> May 2012 and as amended from time to time.*

*For Hindusthan National Glass & Industries Limited*

*Vice Chairman & Managing Director*

*Kindly accept and save the changes specified above and sign a duplicate copy of this letter in token of your confirmation and acceptance of the above contents.*

*We look forward to a continuing long and mutually beneficial relationship with your company.*

*Should you require any clarification, please do not hesitate to contact Mr. Atul Choudhury (Mobile # + 91 8017333136 or at e-mail -atulchoudhury@dbs.com).*

*Yours faithfully*

*Authorised Signatory*

*I/We confirm and accept the above amendment in the terms, conditions and contents mentioned above and the STANDARD TERMS AND CONDITIONS APPLICABLE TO BANKING FACILITIES and confirm that the documents and the information submitted/ to be submitted and the documents that are executed/ to be executed by me/us in your favour to secure the banking facilities are/ shall be true, accurate, complete and correct.*

*For Hindusthan National Glass & Industries Limited*

*Vice- Chairman & Managing Director*

---

*Name :*  
*Designation:*  
*Date: 27/7/15*

*( to be signed by Authorised Signatory of the Borrower with affixing Borrower's stamp and date)*

10. The Financial Creditor has placed on record agreement September 28,2011 between
  - (1) HINDUSTHAN NATIONAL GLASS & INDUSTRIES LIMITED as borrower (the Borrower)
  - (2) DBS BANK LTD, KOLKATA BRANCH as arranger ( the Arranger)
  - (3) THE FINANCIAL INSTITUTIONS listed in Schedule 1 (The Original Lenders) as lenders ( the Original Lenders);
  - (4) DBS BANK LTD, SINGAPRE as agent of the Finance Parties (other than itself) (the Agent); and
  - (5)DBS BANK LTD, KOLKATA BRANCH as security trustee for and on behalf of the Finance Parties ( the Security Trustee), Inter alia, containing inter alia, all the definitions, terms and conditions as regards and cancellation.
11. The Financial Creditor has further placed on record agreement dated 7<sup>th</sup> May, 2012 which contains all the terms and conditions in details between:
  - (i) HINDUSTHAN NATIONAL GLASS & INDUSTRIES LIMITED as borrower (the Borrower)
  - (ii) DBS BANK LTD, KOLKATA BRANCH as arranger (the Arranger)

- (iii) THE FINANCIAL INSTITUTIONS listed in Schedule 1 (The Original Lenders) as lenders (the Original Lenders);
  - (iv) DBS BANK LTD, SINGAPRE as agent of the Finance Parties (other than itself) (the Agent); and
  - (v) DBS BANK LTD, KOLKATA BRANCH as security trustee for and on behalf of the Finance Parties (the Security Trustee),
12. In the reply affidavit, the Corporate Debtor filed through Bimal Kumar Garodia, the President and the Chief Officer of the Corporate Debtor has submitted that the application is not maintainable and that no date of default has been mentioned by the Financial Creditor in column 6 Part IV of Form-A. It is submitted that the Financial Creditor has itself chosen and adopted an alternative mode of resolution in respect of the Corporate Debtor, and is continuing to measures for the restructuring of its accounts, and on the other hand seeking initiation of CIRP against the Corporate Debtor. It is stated that the Financial Creditor cannot be allowed to approve and reprobate at the same time. It is submitted that a Techno- Economic Viability Study Agency for Specialized Monitoring was engaged in exploring and adopting alternative method of restructuring the accounts of the Corporate Debtor. It is submitted that the consortium has proceeded to recommence cutback deduction from the month of October,2020 and will receive the proceeds thereof from December, 2020 onwards and therefore, the Financial Creditor is now estopped from proceeding with the present application and that the same is liable to be dismissed.
13. It is further submitted by the Corporate Debtor that the legislative intent behind the enactment of the Code is not to force corporate persons into liquidation to reorganize and resolve the corporate persons. It is submitted that the Financial Creditor is already pursuing an alternative mode and manner of resolution of the Corporate Debtor. The instant purported application is nothing but an abuse of the process of law.

14. It is submitted that the Financial Creditor is one of the lenders of a consortium comprising 12 Bankers/Lenders, who lent and advanced money and granted loan facility to the Corporate Debtor under diverse loan Agreements executed from time to time and upon execution of other banking documents and instruments in usual course of business. It is submitted that the State Bank of India is the leading bank to all other members of the Consortium, including the Financial Creditor. **It is submitted that Corporate Debtor continued to be in distress both commercially and financially for last few years and could not service its debt obligation towards its lenders, as a result of which gradually its loan accounts with all the lenders became irregular and were hence declared and/or categorized as “Non-Performing Asset” (NPA).** The Corporate Debtor, however with bona fide intention negotiated with the said lenders for settlement of their outstanding dues and to regularize its loan accounts from time to time. Discussions and negotiations took place in this regard between the Corporate Debtor and the said, lenders in order to formulate an effective resolution plan to pay off the outstanding dues phase-wise, the said settlement plans were in accordance with the schemes promulgated by Reserve Bank of India, from time to time. **It is further submitted that the RBI in exercise of its statutory powers, had issued a plan for Resolution of Stressed Assets-Revised Framework Circular on 12/02/2018 and it provided that all lenders must put in place Board- approved polices for resolution of stressed assets under this framework, including the timelines for resolution.** As soon as there is a default in the borrower entity’s account with any lender, all tenders -singly or jointly shall initiate steps to cure the default. The resolution plan may involve any actions/ plans/ reorganization including, but not limited to, regularization of the account by payment of all over dues by the borrower entity, sale of the exposures to other entities/investors, change in ownership, or restructuring.

15. It is submitted that immediately after issue of the said RBI circular, the

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Corporate Debtor held several meetings and negotiations with the said lenders from March, 2018 to August 2018 to formulate a definite plan to implement resolution plan in respect of the said RBI circular and pursuant thereto a MoU dated 27<sup>th</sup> August, 2018 was signed by the Financial Creditor and all other lenders except LIC, "whereby the borrower shall pay Cash Component of Rs. 1710.00 crores (Rupees One Thousand Seven Hundred Ten Crores only) towards settlement of dues comprising Term Loan principal outstanding, Fund based working capital outstanding, Letters of Credit development and interest accrued upto 28.02.2018. The Borrower shall pay to the Secured Creditors/deposit monies with SBI the lead Bank so as to meet the contingencies arising out of Non-Fund based facilities granted to the Borrower by the Secured Creditors, aggregating Rs.222.08 crores ( Rupees two Hundred Twenty Two Crores Eight lacs only) or the actual amount outstanding, whichever is lower. The Borrower shall issue/cause to be issued/transferred 90 lakh equity shares (Face Value Rs. 2/- per share) of HNGIL in favour of Secured Creditors. Allocation of Equity shares to be based on the total fund-based exposure. Any Non-Fund based outstanding at the end of 3 months (90 days) period to be repaid or covered by 100% cash margin.

16. It is further submitted that on November 13, 2018 a meeting was held amongst the Corporate Debtor, all the said lenders and the said "Lotus". The Financial Creditor being the Lead Bank was in supervision of the said meeting. In course of the said meeting, it was informed to the said lenders that the said Lotus would not be in a position to invest funds until all lenders approved the Resolution plan in writing. Upon receipt of such approvals, the said Lotus can apply for obtaining statutory approvals from all statutory and other authorities inter alia including the Competition Commission of India and Securities and Exchange Board of India to give effect to its investment in the Corporate Debtor. No copy of the Minutes of the Meeting dated November 13,2018 has been handed over to the Corporate Debtor till date.

17. It is further submitted that a majority of the lenders already issued their letters of approval as mentioned hereinabove, in consonance with the terms of MOU dated August 27, 2018. However, the LIC issued its letter dated November 5, 2018, thereby confirming and approving the said Resolution Plan, only on November 13, 2018, in course of the meeting narrated hereinabove.
18. It is submitted that in such circumstances, SBI, in its capacity as Lead Bank of the Consortium, purported to issue an email dated November 23, 2018 to the Corporate Debtor, purporting to state that if the Corporate Debtor failed to meet its payment obligations as contained in the MOU and the Compromise and Settlement Agreement, within the deadlines stipulated therein, the Consortium would be within its rights to appropriate the amounts already deposited by the Corporate Debtor under such Resolution Plan.
19. It is submitted that despite the above, the BOB by its letter dated November 26, 2018 confirmed and approved the said Resolution Plan. It is stated that the Corporate Debtor bona fide entered into the agreement dated 27<sup>th</sup> August, 2018 with the belief and understanding that all the lender banks would sign and execute the said agreement on the said date. However, as LIC and BOB ultimately signed and executed the said agreement on November 13 and November 26, 2018 respectively, the Resolution Plan could not be implemented by the Corporate Debtor within the stipulated time period. It is an admitted fact that it is due to the delayed performance of obligations by the said lenders, specifically LIC and BOB, that the Resolution Plan could not be implemented. The Corporate Debtor at no time had any control over the lenders and was never in a position to compel them to perform their obligations.
20. It is further submitted that despite repeated requests and reminders made by the Corporate Debtor from time to time in this regard, the lenders failed to issue necessary letter extending and/or enlarging the

period for implementation of the Resolution Plan till February 22, 2019, despite making repeated promises and assurances to the Corporate Debtor. However, the Corporate Debtor solely on the basis of undertaking and promise made to it by the lenders to enlarge the said period for implementation of the Resolution Plan in the meeting held on December 6, 2018 entered into and executed the said CCPS Agreement with the said Lotus. The said Lotus also proceeded on the basis of such understanding and accepted the same. Immediately after execution of the said CCPS Agreement, the said Lotus duly applied before the Competition of India for obtaining its necessary permission and/or approval to become a strategic investor in the Corporate Debtor.

21. It is further submitted that the Corporate Debtor had further negotiated with the two other Investors namely Goldman Sachs (India) Finance Private Limited and SSG Capital Management (Singapore) Pvt.Ltd. who had also agreed to finance the Corporate Debtor to clear off the necessary dues under the said Resolution Plan. In terms of the negotiation with the said two Investors, the exposure of the Corporate Debtor towards them would amount to about Rs.1000 crores. The Corporate Debtor thereafter held its Board meeting on February 20, 2019 in which the Corporate Debtor had approved the infusion of funds through the said Goldman Sachs (India) Finance Private Limited and SSG Capital Management (Singapore) Pte Ltd. along with other consequential formalities.
22. It is further submitted that the Corporate Debtor at all material time had acted bona fide and due diligence. It is submitted that the Corporate Debtor was ready willing and prepared to proceed by performing its obligation to implement said resolution plan with the legitimate expectation of the lenders.
23. It is further submitted that the Corporate Debtor had instituted Civil Suit being C.S. No. 52/2019 before the Hon'ble High at Calcutta seeking

the following reliefs:-

- (a) Decree for declaration that the Resolution Plan to pay off the debts of the plaintiff as extended from time to time pursuant to an in terms of and/or in continuation of the said MOU dated August 27, 2018 and the Compromise & Settlement Agreement dated September 25, 2018 are lawful, valid and still is in effect and binding upon the plaintiff and the defendant Nos. 1 to 12.
- (b) Declaration that the Minutes of the meeting dated February 26, 2019 and the recordings thereunder and/or terms and conditions thereof and/or portion thereof which are contrary to the said Resolution Plan as extended from time to time pursuant to and in terms of and/ or in continuation of the said MOU and Compromise & Settlement Agreement are unconscionable, illegal, wrongful, void and not binding upon the plaintiff and the defendant Nos. 1 to 12 and is of no effect or further effect;
- (c) Decree that the Minutes of the meeting dated February 26, 2019 and the recordings thereunder and/or the terms and conditions thereof which are contrary to the said Resolution Plan as extended from time to time pursuant to an in terms of an in continuation of the said MOU and Compromise & Settlement Agreement be delivered up and cancelled.
- (d) Mandatory injunction directing the defendant lenders and/or each of them to adhere to the Resolution Plan as extended from time to time in terms of the MOU and the said Compromise & Settlement Agreement and to suitably extend the same for such reasonable period after the proforma defendant receives necessary approval from the Competition Commission of India to infuse funds in the plaintiffs.
- (e) Perpetual injunction restraining the defendant lenders and/or each of them and /or their men, agents, servants and assigns from acting in breach or in derogation or in subversion of the said MOU dated August 27, 2018 and the Compromise & Settlement Agreement dated September 25, 2018 and/or to take any step or coercive steps or further steps in breach and/or in derogation of the said MOU and the Compromise & Settlement Agreement in any manner whatsoever.
- (f) Perpetual injunction restraining the defendant lenders and/or each of them and/ or their men, agents, servants and/or assigns from giving any effect or further effect to the Minutes of the meeting dated February 26, 2019 and the recordings thereunder and/or the terms and conditions thereof and/or part or portion thereof which are contrary to the Resolution Plan as extended from time to time in terms of and/or in furtherance of and/ or in continuation of the said MOU and Compromise & Settlement Agreement in any manner whatsoever.
- (g) Receiver,
- (h) Injunction,
- (i) Costs,
- (j) Attachment,

(k) Such other relief or reliefs.

24. It is submitted that the Hon'ble Calcutta High Court passed the following order March 18,2019, which are as under: - \*\*

*"The Court: Affidavit of service filed in Court today be kept with the record.*

*Admittedly monies are due from the petitioner company to the consortium of banks led by the State Bank of India.*

*Mr. Mitra, Learned Senior Counsel points out that already approximately Rs.500 crores have been paid by the petitioner to the respondents. From time to time meetings have been held between the petitioner and the respondents. Time to make repayment of the loans have been extended. In so far as State Bank is concerned, the time for repayment stands extended till 31<sup>st</sup> March,2019. It is submitted that the petitioner has been able to arrange a foreign investor who has agreed to invest a sum of approximately Rs.1400 Crores.*

*Learned Counsel for the respondent no.1 submits that the total outstanding is in the region of Rs.2800 crores. This is disputed by Learned Senior Counsel for the petitioner.*

*It is further stated that the State Bank of India has already filed an application before the National Company Law Tribunal (NCLT) against the petitioner. It is submitted that in view of section 231 of the Insolvency and Bankruptcy Code, 2016, the Civil Court has no jurisdiction to entertain any matter which falls within the domain of the NCLT.*

*I have considered the submissions made on behalf of the parties. I am not inclined to pass any interim order at this stage. Let affidavits be exchanged. Let affidavit-in-opposition be filed within two weeks from date. Reply thereto, if any, may be filed within two weeks thereafter.*

*It is not in dispute that about 7600 people are in the employment of the petitioner company. It is also well known that the petitioner is a very old company having seven plants all over India. It appears from the pleadings that the petitioner has all good intentions of paying back the dues of the respondents. All it asks for is a little time.*

*While I am of the view that I cannot pass a mandate on the respondents to grant such time to the petitioner, I am of the view that the respondents being public authorities shall take a reasonable stand and, if possible, allow the petitioner reasonable time to liquidate their dues. It will not enure to anybody's benefit if the petitioner company is wound up.*

*The respondents are interested in getting back their money. A statement has been made on behalf of the petitioner that the entire dues of the respondents will be liquidated by the end of April, 2019. Hence, I would accept that the respondents would take a responsible*

*stand in the matter.*

*List the matter four weeks hence under the heading 'Adjourned Motion'.*

*Leave is granted to the learned advocate representing the respondent no.9 to file the Vakalatnama in the department after the description of the respondent no.9 in the cause title of the petition is corrected which shall be done in course of the day".*

25. It is further submitted that the in the Lender's meeting held on June 4, 2019 and June 7, 2019 SBI as Lead Banker of the JLF asked the Corporate Debtor to deposit a sum of Rs.100 crores to show its bona fide. The said two investors namely the said SSG Capital and the said Goldman also agreed to submit all the relevant documents and papers to fructify the settlement.
26. It is further submitted that by an email communication dated October 27, 2019, the Corporate Debtor immediately replied to the said communication dated October 25, 2019 requesting the Lead Bank not to appropriate the said sum of Rs.100 Crores already paid by it on account of settlement and further informed that the Corporate Debtor had carried out all its obligations as were required to be done in terms of the requisitions made by the lenders.
27. It is submitted that the purported email dated October 25, 2019 was issued by the Lead Bank on behalf of all lenders in derogation of the promises and/or assurances made by them including the Financial Creditor. The Corporate Debtor had already deposited a substantial sum of Rs.100 crores and thereby altered its position on the basis of the promises made by the Financial Creditor. The Corporate Debtor is now also liable before the said two investors. The Financial Creditor and the other said consortium lenders are therefore estopped from contending anything to the contrary. The said communication dated October 25, 2019 is therefore wholly illegal, wrongful and was issued in colourable and arbitrary exercise of power by the Financial Creditor taking advantage of its superior bargaining power and this the same is also contrary to the principles of equity.

28. It is submitted that the business of the Corporate Debtor, already suffering, was strained to breaking point due to lack of ready manpower and financial resources. The lockdown negatively impacted demand for the products manufactured by the Corporate Debtor, leading to massive stockpiling of finished products at its plants in the absence of regular buyers. Bogged down by huge supplies left abandoned, the Corporate Debtor could not profitably engage in further manufacturing activity. In any event, manpower availability was at an abominable low, and raw materials could not be procured due to severe disruptions in supply transport chains and closure of procurement sources. As will appear from the month wise comparative summary of production and sales of the Corporate Debtor for the Financial Year 2020-21 vis-à-vis Financial Year 2019-20, the business of the Corporate Debtor has taken a steep nosedive.
29. It is further submitted that on account of reduction in demand in the main segment of the Corporate Debtor i.e. Liquor and Beer which constitutes around 75% to 80% of total sales business of the Corporate Debtor has been impacted to a great extent.
30. It is submitted that the Corporate Debtor has made payment of Rs.488.73 crores towards fund-based settlement and has achieved reduction of non-fund based outstanding by Rs.219.55 crores. Therefore, since the execution of the Memorandum of Understanding dated August 27, 2018, the Corporate Debtor had paid off a total sum of Rs.708.28 crores till date. Out of the said sum, the Financial Creditor has received its pro-rata share of a sum of Rs. 70.33 crores.
31. It is submitted that the instant application is in breach of the understanding between the parties that the debt resolution will be through joint lenders meeting, especially the express assurance and understanding not to take any coercive action against the Corporate

Debtor contained in the Minutes of Meeting dated November 17, 2020. It is submitted that the Corporate Debtor at all material times has acted in a bona fide manner and has taken all possible steps for resolution of the debts.

**REJOINDER:**

32. The Financial Creditor in its rejoinder submitted that the Corporate Debtor has acknowledged and admitted its liability towards the Financial Creditor and submissions of the Corporate Debtor are liable to be rejected because they are based on false, frivolous and mischievous grounds. It is submitted that the application is complete in all respects. It is further submitted that even though the date of default has not been mentioned inadvertently at Column No. 6 of Part-IV of Form-A, but the defects can always be rectified within 7 days of receipt of such notice from the Adjudicating Authority. It submitted that the date of default of payment of interest is 2<sup>nd</sup> October 2017 and the date of classifying the debt as a Non-Performing Asset is 31<sup>st</sup> December 2017, as per the Information Utility Record i.e. National E-Governance Services Limited. It is submitted that on the request of the Corporate Debtor, the consortium including the applicant had agreed to consider the request of the Corporate Debtor in line with the circular issued by the Reserve Bank of India on 12<sup>th</sup> February 2018 and the MOU had been entered into on 27<sup>th</sup> August 2018 whereby the applicant/ Financial Creditor along with other lenders had the right to cancel the compromise and Settlement Agreement and take actions permissible under the law if the Corporate Debtor would commit default or breach of the terms and conditions thereof. It is submitted that the parties entered into another Compromise Settlement Agreement dated 25<sup>th</sup> September 2018 but the Corporate Debtor failed to adhere to the repayment timelines accorded in line with MOU dated 27<sup>th</sup> August 2018 as well as the Compromise and Settlement Agreement 25<sup>th</sup> September, 2018. Accordingly, a Joint Lenders' Committee Meeting was held on 25<sup>th</sup> September, 2018, upon

requests and representations made by the Corporate Debtor and again it was agreed to extend a period of 90 days till 22<sup>nd</sup> February 2019 for implementation of the repayment schedule.

33. It is stated that even after granting the extended period, the Corporate Debtor failed to make payment in accordance with the repayment schedule. It is further submitted by the Financial Creditor that in spite of repeated extensions and opportunities afforded to the Corporate Debtor, the Corporate Debtor has failed to make the payment as agreed between the parties. This process of granting time continued till 21<sup>st</sup> July 2020, when the Lenders informed the Corporate Debtor that the OTS sanctioned previously had expired and the same is being treated by the Lenders as a failed OTS. It was informed by the Lenders that the original debt amount of the Corporate Debtor has since stood reinstated and the Lenders thus decided to pursue proceedings before the NCLT, which was also informed to the Corporate Debtor as is manifest from the minutes of the Joint Lenders Committee. It is submitted that all the allegations stated in the reply affidavit are denied and disputed by the Financial Creditor. It is stated that only because the Lenders had initiated a business viability study does not mean that the members of the consortium have waived off their right to initiate proceeding for CIRP. It is stated that the settlement has been termed as failed due to the inability on the part of the Corporate Debtor to make payment of the OTS by adhering to the Timelines in spite of having been granted multiple extensions. The MOU clearly stated that in the event of default the settlement will cease to exist and the debt will be restored to the pre-settlement level and the amount paid in course of the settlement will be forfeited and adjusted against the outstanding dues. Therefore, the applicant is well within its right to proceed against the Corporate Debtor in accordance with law for recovery of the outstanding sums. It is denied in the rejoinder that any coercive steps are being taken by the lenders, or the Financial Creditor is acting in violation or derogation of its own promise not to take any coercive actions against the Corporate Debtor. It

is denied by the Financial Creditor that the implementation of the repayment plan could not take place within the stipulated time due to delay in performance of obligations by the Lenders as alleged. The Applicant had performed its obligation required under the terms but the Corporate Debtor has been unable to perform its obligation under such extended time period as well. It is submitted that the Corporate Debtor had agreed to repay the settlement amount of Rs.1710 Crore but it could only make payment of sum of Rs.290 crore and defaulted in payment of the remainder amount despite having been granted two extensions. It is stated in the rejoinder by the Financial Creditor that a Civil Suit bearing CS No. 52/2019 filed by the Corporate Debtor seeking further extension of time till 30<sup>th</sup> April 2019 i.e. 3<sup>rd</sup> extension was declined by the Hon'ble Calcutta High Court and the Learned Bench was of the view that it was completely the Lenders prerogative to give extension in making payment of the settlement amount. It is stated that the Corporate Debtor had kept deposited a sum of Rs.100 crore in a no lien account maintained by the SBI to show its bona fides that the Corporate Debtor will complete the entire process expeditiously. However, the settlement failed and the said sum of Rs.100 crore was appropriated against the outstanding unpaid dues of the consortium members. It is submitted that the Corporate Debtor has no defence at all in the present case and has not been able to adhere to the terms of settlement in spite of repeated extensions and therefore this application may kindly be admitted.

34. We have gone through the application, reply affidavit, rejoinder and surjoinder, along with all the documents accompanying them, filed by the parties and have also heard the Ld. Counsel for the parties.
  
35. It is stated that there have been discussions on settlement plan between the Corporate Debtors and the Financial Creditors and minutes of the meetings have also been placed on record. It is noticed that the Ld. Counsel for the SBI and Ld. Counsel for the DBS Bank Limited have

given their consent for grant of time to the Corporate Debtor repeatedly in the past. This Adjudicating Authority is not satisfied with the way repeated requests for extension of time by the Corporate Debtor on the same ground of ongoing discussions with the financial institutions without any substantive progress being evidenced or noticed on the ground, before this Adjudicating Authority. Surprisingly, the financial institutions have also not cared to raise any objection for such repeated requests of time of extension and they do not seem to be very keen on pursuing the matter for reasons best known to them. It smacks of some sort of collusion between the parties, which is nothing but wasting the time of this Adjudicating Authority.

36. During the course of hearing, the Ld. Counsel for the Financial Creditor proposed to give further time to the Corporate Debtor without any written instructions from the financial creditor, which was against the pleadings placed on record by the Financial Creditor. In these circumstances, the Ld. Counsel for the Financial Creditor was asked to withdraw the application because as per the provisions of section 7 and other relevant provisions and, on going through the pleadings of both the parties, no further time could be granted and the petition deserves to be admitted. It is strange that on the one hand, the Financial Creditor filed application for initiation of CIRP against the Corporate Debtor and placed on record their rejoinder and other relevant documents for admission of the application but during the course of oral arguments they tend to support the Corporate Debtor, which is nothing but providing undeserving leverage to the Corporate Debtor by the Financial Creditor by their own Counsel, particularly when in the rejoinder it has been specifically and unambiguously submitted that the corporate debtor has not been able to adhere to the terms of the settlement deed in spite of repeated opportunities granted by the financial creditor. We do not wish to support such a tendency amongst the Bar members, a counsel when engaged by a particular Financial Creditor should stick to its pleadings. In the present matter, the pleadings specifically and loudly

speak for admission of the application because the OTS proposal has failed due to the non-adherence of the terms and conditions fixed between the parties by way of Settlement Agreement. There cannot be any other plea by the Ld. Counsel for the Financial Creditor in such circumstances. However, the Ld. Counsel for the Financial Creditor had indicated that on or before reopening i.e. 20/10/2021, he will seek instructions either to withdraw the application, or else will accept whatever orders are passed by in the present application by this Adjudicating Authority.

37. Since no instructions or application has been filed for withdrawal of the present application, in view of the pleadings of the parties and documents placed on record, this is a fit case for admission and initiation of CIRP against the Corporate Debtor and therefore we pass the following orders:-

**O R D E R S**

- i) The application filed by the Financial Creditor under Section 7 of the Insolvency & Bankruptcy Code, 2016 for initiating Corporate Insolvency Resolution Process against the Corporate Debtor Hindusthan National Glass & Industries Limited is hereby **admitted**.
- ii) We hereby declare a moratorium and public announcement in accordance with Sections 13 and 15 of the I & B Code, 2016.
- iii) Moratorium is declared for the purposes referred to in Section 14 of the Insolvency & Bankruptcy Code, 2016. The I.R.P. shall cause a public announcement of the initiation of Corporate Insolvency Resolution Process and call for the submission of claims under Section 15. The public announcement referred to in clause (b) of

sub-section (1) of Section 15 of Insolvency & Bankruptcy Code, 2016 shall be made immediately.

- iv) Moratorium under Section 14 of the Insolvency & Bankruptcy Code, 2016 prohibits the following:
  - 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 Securitisation 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.
- v) The supply of essential goods or services rendered to the corporate debtor as may be specified shall not be terminated, suspended, or interrupted during the moratorium period.
- vi) The provisions of sub-section (1) shall not apply to such transactions as may be notified by the Central Government in consultation with any financial sector regulator.

- vii) The order of moratorium shall have effect from the date of admission till the completion of the corporate insolvency resolution process.
- viii) Provided that where at any time during the Corporate Insolvency Resolution Process period, if the Adjudicating Authority approves the resolution plan under sub-section (1) of Section 31 or passes an order for liquidation of the corporate debtor under Section 33, the moratorium shall cease to have effect from the date of such approval or liquidation order, as the case may be.
- ix) **Mr. Girish Sriram Juneja**, having Registration No. IBBI/IPA-001/IP-P00999/2017-18/11646, be appointed as Interim Resolution Professional for ascertaining the particulars of creditors and convening a Committee of Creditors for evolving a resolution plan subject to production of written consent within one week from the date of receipt of this order.
- x) The Interim Resolution Professional should convene a meeting of the Committee of Creditors and submit the resolution passed by the Committee of Creditors and shall identify the prospective Resolution Applicant within 105 days from the insolvency commencement date.
- xi) The Financial Creditor/Applicant is directed to deposit **Rs.5,00,000/- (Rupees Five lakh only)** with the IRP appointed hereinabove within **three** days from this order. IRP can claim the preliminary expenses and fees subject to the approval by the CoC and after constitution of CoC.
- xii) Registry is hereby directed to communicate the order to the Financial Creditor, the Corporate Debtor, the I.R.P. and the

jurisdictional Registrar of Companies by Speed Post as well as through email.

- xiii) List the matter on 23/12/2021 for the filing of the progress report.
- xiv) Certified copy of the order may be issued to all the concerned parties, if applied for, upon compliance with all requisite formalities.

**(Harish Chander Suri)**  
**Member (Technical)**

**(Rajasekhar V.K.)**  
**Member (Judicial)**

Order signed on, this 22<sup>nd</sup> day of October, 2021

Pj



# ANNEXURE-



## COMPETITION COMMISSION OF INDIA

(Combination Registration No. C-2022/11/983)

15 March 2023

### Notice under Section 6(2) of the Competition Act, 2002 given by AGI Greenpac Limited

#### CORAM:

Ms. Sangeeta Verma  
Acting Chairperson

Mr. Bhagwant Singh Bishnoi  
Member

#### Order under Section 31(1) of the Competition Act, 2002

#### I. Background

1. On 3 November 2022, the Competition Commission of India (**Commission**) received a notice (**Notice**) under Section 6(2) of the Competition Act, 2002 (**Act**), given by AGI Greenpac Limited (**AGI Greenpac/AGI/Acquirer**) in relation to the proposed acquisition of up to 100 percent of the equity share capital of Hindusthan National Glass & Industries Limited (**HNG/Target**), which is currently undergoing corporate insolvency resolution process (**CIRP**) under the Insolvency and Bankruptcy Code, 2016 (**IBC**) (**Proposed Transaction**) (hereinafter, the Acquirer and Target are collectively referred to as the **Parties**). The Notice was filed pursuant to the submission of a resolution plan for HNG before the Resolution Professional dated 21 July 2022, which was amended and restated and submitted on 26 September 2022 (**Resolution Plan**).
  
2. The Commission noted that a notice had been filed by the Acquirer earlier, on 27 September 2022 (assigned Combination Regn. No. C-2022/09/972), for the same transaction. However, on consideration of the same, the Commission, *inter alia*, observed that the information provided in the notice may not be sufficient to carry out comprehensive analysis and further information may be required, in absence of which,



there may be a possibility of an incorrect assessment. It was further noted that the notice had been filed in Form I, and not in Form II, although the combined market share of the parties in one of the plausible markets identified in the notice could be more than 15 percent after the proposed combination. As per the Regulation 5(3) of the Competition Commission of India (Procedure in regard to the transaction of business relating to combinations) Regulations, 2011 (**Combination Regulations**), notice should preferably have been filed in Form II. Accordingly, *vide* letter dated 17 October 2022, the Commission directed the Acquirer to file a fresh notice in Form II in terms of Regulation 5(5) of the Combination Regulations. In accordance with the directions of the Commission, the Acquirer filed the Notice.

3. In terms of Regulation 14 of the Combination Regulations, *vide* letter dated 17 November 2022 (**RFI**), the Acquirer was required to provide certain information/document(s) latest by 24 November 2022. The Acquirer filed its reply on 9 December 2022, after seeking extension of time (**Response to RFI**). Certain additional submissions were also made by the Acquirer *vide* letter dated 19 December 2022. As the Notice and Response to RFI was still incomplete, *vide* letter dated 28 December 2022 issued in continuation of the RFI, the Acquirer was required to remove the defect(s) and provide requisite information latest by 02 January 2023. The Acquirer submitted the response on time.

## II. Parties to the Combination

### AGI

4. AGI, (formerly known as HSIL Limited), is a subsidiary of Somany Impresa Limited. Somany Impresa Limited is the flagship company holding direct or indirect shareholdings in various subsidiaries, group companies, and affiliates (collectively, the **Somany Impresa Group**) engaged in activities such as manufacture and supply of glass containers, polyethylene terephthalate (**PET**) bottles, caps and closures, consumer appliances, sanitary ware, faucets and PVC pipes. The shares of AGI are



listed and publicly traded on the National Stock Exchange of India Limited (**NSE**) and BSE Limited (**BSE**).

5. AGI is engaged in the manufacture of glass containers in India with two manufacturing plants in Telangana, catering to the needs of a broad range of industries such as alco-beverage, cosmetics and perfumery, pharmaceutical, food and beverages (**F&B**), non-alcoholic beverages. Apart from glass containers, AGI also manufactures PET bottles and caps and closures.

HNG

6. HNG, listed on NSE, BSE and the Calcutta Stock Exchange Limited (**CSE**), is engaged in the manufacture and supply of container glass and is a player in India's container glass segment of the packaging industry, offering a complete packaging solution to customers. Like AGI, HNG also caters to a broad range of industries, including F&B, pharmaceutical and wellness, alco-beverage and household and cosmetics. Its manufacturing plants are located at Rishra, Bahadurgarh, Rishikesh, Neemrana, Sinnar, Naidupeta and Puducherry.

### III. Notice under Section 29(1) of the Act

7. The Commission, in its meeting held on 9 February 2023, considered the information on record, details provided in the Notice and the responses filed by the Acquirer, and formed a *prima facie* opinion that the Proposed Transaction is likely to cause an appreciable adverse effect on competition (**AAEC**) in relevant market(s) in India. Accordingly, in terms of Section 29(1) of the Act, a show-cause notice dated 10 February 2023 (**SCN**) was issued to the Acquirer, wherein the Acquirer was directed to respond in writing, within 30 days of the receipt of the SCN, as to why investigation in respect of the Proposed Transaction should not be conducted.
8. The Acquirer filed the response to the SCN on 10 March 2023 (**Response to SCN**). As part of the Response to SCN, without prejudice to the submissions that the Proposed



Transaction does not cause any AAEC in India, the Acquirer offered to divest the Rishikesh plant of HNG as a voluntary modification under Regulation 25(1A) of the Combination Regulations to alleviate the *prima facie* concerns of the Commission as expressed in the SCN. Subsequently, on 14 March 2023, the Acquirer, *vide* two separate submissions, provided additional clarifications regarding the terms of voluntary modification and made certain minor revisions to the voluntary modification. The Acquirer further requested the Commission to consider the additional clarifications and revisions as part of Response to SCN itself and condone a delay of one day in the submissions of Response to SCN. The Commission took the additional clarifications and revisions on record as forming part of Response to SCN (accordingly, hereinafter, the voluntary modifications offered as part of Response to SCN, read with the additional clarifications and revisions made, is referred to as the **Modification**).

9. The Commission, in its meeting held on 15 March 2023, considered and assessed the Proposed Transaction. The analysis and findings of the Commission in respect of the competition assessment of the Proposed Transaction are given hereunder.

#### **IV. Activities of the Parties and areas of horizontal overlaps/vertical relationships**

10. The activities of AGI and HNG relate to the manufacture and sale/supply of packaging materials at the broader level. While both AGI and HNG are engaged in the segment of manufacture and supply of glass containers, AGI is also engaged in the manufacture and sale of other packaging products, viz., PET bottles and products and security caps and closures. As stated above, their products cater to broad range of industries, including F&B, pharmaceutical and wellness, alco-beverage and household and cosmetics.
11. Considering the activities of AGI and HNG as detailed above, the Proposed Transaction involves horizontal overlaps in the broader packaging materials segment and potential vertical/complementary relationships considering the activities of packaging products offered by both AGI and HNG and activities relating to the manufacture and sale of security caps and closures offered by AGI.



12. The Proposed Transaction has been assessed accordingly.

#### V. Competition assessment: Packaging materials

13. The first step in the assessment of horizontal overlaps is the delineation of relevant product and relevant geographic market which is followed by assessment of the impact of the Proposed Transaction for likelihood of any AAEC.

##### Delineation of Relevant Market

14. The objective of delineation of relevant market is to identify a frame of reference, given the area of horizontal overlaps, which facilitates competition assessment to be undertaken. Needless to say, the endeavour of defining such a frame of reference is the identification of the most relevant competitive constraints for the combined entity. The exercise entails an understanding of the macro aspects of the broader sector and micro aspects of the products and services. It would thus be appropriate to understand, at the outset, the overall packaging and packaging materials market before going into the delineation of relevant market(s).

15. Packaging is essential to protect, preserve, merchandise, market and distribute products. Packaging plays a vital role in how the products reach the consumers in safe and required form without any compromise in quality. Apart from safe delivery, packaging is also understood to be a significant factor which impacts and caters to consumer perceptions. From a seller's perspective, packaging helps in product positioning, while from consumer's perspective, packaging is critical for various factors, ranging from the look and feel to ease of carrying/usage. Considering the significance of packaging to the producer and consumer alike, the choice of a form/type of packaging by a seller is a complex decision which must factor all these variables, and accordingly, the relevant market delineation should consider these factors in totality to obtain a more holistic and realistic picture.



16. As a first step towards gaining a holistic picture, it is noted that there are three broad dimensions of packaging which are required to be considered, viz., (i) forms/types/designs of packaging, (ii) types of packaging materials and (iii) classification/types of industrial-users.

*Classification in terms of forms/types/designs of packaging*

17. Going by the form/type/design, packaging can be classified into the following two broad categories:
- (i) *Flexible/collapsible packaging*, which means any package or part of a packaging whose shape can be readily changed, for example, bags, pouches, and tubes. These are produced by combining the highest qualities of film, paper, plastic and aluminium foil to provide a wide range of protective characteristics; and
  - (ii) *Rigid container packaging*, which includes packaging products made using material that exhibit no elastic deformation and perfect plastic deformation. As such, these products are hard and retain their shape. Rigid packaging includes paper and paperboard, glass, plastic and aluminium packaging materials.

*Classification in terms of packaging materials*

18. The next relevant aspect is considering various substrates/materials used for flexible packaging and rigid packaging. The substrates/materials can be classified, *inter-alia*, in the following categories:
- (i) *Glass packaging*: These packages are made of glass and are heavy and delicate in nature and rigid by design. These are in the form of bottles, jars, drinkware and bowls;
  - (ii) *Plastic packaging*: These packages are made of plastic and capable of taking both the forms of packaging viz., rigid and flexible. Rigid plastic packaging involves the utilisation of plastic materials such as polypropylene, high-density polyethylene, and polyethylene (**PET**) for the packaging of new bottles and



containers, while flexible plastic packaging is made from high-grade polymers such as PVC, polyamide, PP and PET;

- (iii) *Metal packaging:* These packages are hard and made of metals such as aluminium, steel and copper. Metal packages are more durable and heavier and provide a strong protective barrier. These can be found in the form of containers and bottles;
- (iv) *Board packaging:* Paper board is a thick, paper-based material that is generally thicker than regular paper. Paperboard comes in several different grades that possess unique characteristics, making each grade suitable for different requirements and needs, such as cereal, medicinal and cosmetic boxes; and
- (v) *Other packaging:* With evolving technology, the packaging industry offers various products made of new technologies, such as boxes made of wheat residuals, fabrics and jute bags.

#### *End-user classification of packaging materials*

19. Packaging materials are used by a range of industries. The industrial users of packaging materials can be classified into four broader categories considering the general industry practices, viz., (i) F&B; (ii) pharmaceuticals and wellness; (iii) alco-beverages; and (iv) household and cosmetics. Apart from the aforesaid classification in terms of categories of end-products, another classification can be made in terms of product positioning. As per this approach, based on end-use, classification can be made on the basis of aspects such as premiumisation or the specific requirements of particular industrial users.
20. Against this backdrop, the issue of delineation of relevant market can be examined.

#### *Delineation of relevant product market*

21. As against the aforesaid classifications, the Acquirer proposed looking at packaging materials based on the nature of the product that needs to be packaged. Accordingly, the Acquirer proposed defining the market in terms of liquid packaging. It was



submitted that liquid packaging products made from different products, viz., PET bottles, glass bottles, aluminium/metal cans, aseptic packaging and tetra packs can be considered substitutable and interchangeable, and the relevant product market should be delineated as '*market for the manufacture and supply of liquid packaging*', without any further segmentation in terms of type of material used for liquid packaging and also without any segmentation in terms of industrial user segments viz., F&B, pharmaceuticals, alco-beverage and household & cosmetics.

22. The Commission observed that the classification 'liquid packaging' does not appear to be a very apt classification because container glass apart from bottles can take various other forms, viz., jars, bowls, etc., which can be used for packaging both liquid and solid products. Accordingly, liquid packaging does not appear to appropriately describe the products manufactured and sold by AGI and HNG. Nonetheless, regardless of nomenclature, the Commission noted that the definition proposed by the Acquirer implies that there is neither any distinction between the various packaging materials nor any significance of its use by the industrial user or end-consumer.
23. The Commission noted that the Act defines relevant product market as:

*"a market comprising all those products or services which are regarded as interchangeable or substitutable by the consumer, by reason of characteristics of the products or services, their prices and intended use".*

Accordingly, the Commission examined the issue of the delineation of relevant market in terms of characteristics, price and intended use.

#### *Analysis in terms of characteristics of different substrates*

24. The characteristic features of various substrates, viz., glass, plastic, cardboard and metal cans, are different. Based on the Acquirer's own submissions, it is observed that different materials have their distinctive characteristics, offering their own set of



advantages and disadvantages. To illustrate, while plastic, cardboard and aluminium cans have a weight advantage where glass has a disadvantage in this area, or all packaging materials except cardboard offer moisture protection and provide a barrier against CO<sub>2</sub>, oxygen and odours, but transparency can only be provided by plastic, glass, etc. The aforesaid differences in characteristics and the resulting advantages/disadvantages of various packaging materials point to a lack of across-the-board substitutability of various packaging materials, as it seems rational that user choice would be guided by the relative advantages/disadvantages offered by various packaging materials.

25. Further, it is important to note that packaging is not the end-product but a medium for a user to reach the end-consumer of the product, and therefore, factors relating to the nature of the product, product positioning and other such factors underlying the business model of the industrial user should also be considered relevant in the choice of packaging material, as it is a derived demand. Accordingly, considering that the activities of AGI and HNG primarily overlap in the segment of glass containers, the Commission undertook a holistic assessment of the substitutability of glass containers with other packaging material options, duly factoring in the relative advantages/disadvantages of packaging materials and the user perspective in the delineation of the relevant market.
26. The Commission observed as under:
  - (i) *Recycling:* Glass is 100% recyclable and new products made from its recycled material do not lose integrity in the recycling process. The Acquirer submitted that the leading beverage manufacturer, Coca Cola, announced that it is shifting to glass bottles after years of focusing on disposable plastic bottles. It was stated that, based on interviews of top company executives, it appears that the purpose of the change is to reduce packaging costs and reach out to more consumers. As the price of a glass container in absolute terms is more than the price of a plastic container or a metal can, the Acquirer, while trying to emphasise the aspect of recycling, submitted that glass bottles are reused multiple times



(typically around seven to eight times), and therefore, the effective price of packaging per bottle is much lower than the actual price of a new glass bottle.

- (ii) *Barrier against CO<sub>2</sub> and oxygen:* While the Acquirer submitted that plastic, metal cans and glass all offer high barrier against CO<sub>2</sub> and oxygen, it is relevant to note that, as stated in the Annual Report of HNG, *glass is sustainable, chemically inert, non-porous and impermeable*.<sup>1</sup> Considering the same characterises, the Annual Report further notes that *pharmaceutical, alcoholic drinks and chemical industries prefers glass packaging because of the inert nature of glass bottles and also premium food & beverage brands mostly prefer container glass over other packaging options such as plastics*<sup>2</sup>. Similar statements can be observed in the industry analysis report published in July 2020 titled “The Consumer Packaging Markets in India” [by Madras Consultancy Group] and submitted by the Acquirer. The report notes that:

*“Packing beer in PET bottles is challenge as beer is an oxygen sensitive product; Bericap has developed closure in ‘crown cork design’ that can absorb oxygen in the headspace of the beer bottle. PET bottles fitted with Bericap DoubleSealTM SuperShorty® Crown O2 have been introduced in India. Demand for beer in PET bottles in India is limited”* (emphasises added)

- (iii) *Look and aesthetics:* As per the information available on the website of HNG<sup>3</sup>:
- “Glass packaging makes a product visually appealing; they are much more attractive than plastic or paperboard packaging”. Further, “Glass packaging not only helps in preserving the products, but also preserving brand image of that product”. As noted in the Annual Report of AGI<sup>4</sup>, “Glass packaging is a premium and one of the most trusted forms of packaging for health, taste, and environmental safety ”. It has also been noted that “[T]his ensures its*

<sup>1</sup> Page 5 of Annual report of HNG

<sup>2</sup> Ibid

<sup>3</sup> <https://www.hngil.com/p/premium-look-1>

<sup>4</sup> Page 39 of Annual report of AGI



*continuous usage worldwide, across a range of end-user industries, despite the heavy competition from other packaging materials”<sup>5</sup>. Similar observations have been made in the Annual Report of HNG. The Annual Report of HNG notes:*

*“Share of glass packaging in IMFL is expected to increase due to following factors. 1) Premium segments which constitute more than 40% of IMFL volume uses 100% glass packaging. The share of this segment is expected to grow to 67% of volume by 2027 and hence the overall share of glass packaging in IMFL will also increase. 2) In the Mass / Popular segment, the share of glass bottles has reduced due to emergence of cheap alternate PET bottles. However, revenue leakages and ill effects on health are forcing state governments to turn back to glass packaging in liquor in phased manner.<sup>6</sup>*

*Premium Food & Beverage brands mostly prefer container glass over other packaging options such as plastics, as glass is sustainable, chemically inert, non-porous and impermeable.<sup>7</sup>”*

(iv) *Odour and freshness of products packaged:* As per the information available on the website of HNG:

*“Glass packaging does not absorb any kind of smell, which is why it is able to ensure that the product inside maintains its original aroma and flavour. This is because glass has no chemicals in it, as opposed to plastic containers! Plastic packaging often gets stained by the food stored inside it, not just that, but plastic also fails to preserve the aroma and flavor of the food. This is a very strong reason why glass containers are ideal for storing all kind of foods. The surface of a glass container is glossier, and thus it helps the food stay fresh and smell good for longer period”.<sup>8</sup>*

<sup>5</sup> Page 39 of Annual report of AGI

<sup>6</sup> Page 7 of the Annual report of HNG

<sup>7</sup> Page 4 of the Annual Report of HNG

<sup>8</sup> <https://www.hngil.com/p/lasting-freshness-aroma-1>



- (v) *Safe storage factor and aspect of contamination:* As per the information available on the website of HNG:

*"[T]he packaging of glass container is such that the moisture is less likely to get inside it, thus keeping your food safe. Unless the glass is physically broken, your food won't be contaminated, which plastic packaging is capable of doing.*

*For packaging products, glass is always a secured option because plastic can melt and it carries the risks of chemical leakage into your eatables. A glass consumer does not have to worry about chemicals or other contaminants because glass is made from natural materials and it is chemically inert (made from reactive chemicals). This helps in keeping your food fresh for longer period"<sup>9</sup>*

27. The aforesaid observations indicate that the substrates are very different from each other and cannot be considered substitutable. These observations also bring out the uniqueness of glass as a packaging material. While on the one hand, glass packaging appears to be suited for certain product segments, viz., alco-beverages, given its characteristics, on the other hand, there are indications that glass is associated with premium look and aesthetics, and therefore, may be a packaging material of choice for users/sellers across product segments who are eyeing the premium positioning of their products.

#### *Analysis in terms of price of various substrates*

28. The Acquirer submitted the prices of containers made from various packaging materials such as glass, plastic, aluminium cans/tins and tetra packs for certain indicative products across user segments. The data submitted by the Acquirer was examined and it is observed that there are certain inconsistencies in data owing, to some

<sup>9</sup> <https://www.hngil.com/p/preserves-flavour-1>



extent, to differences in capacities in terms of volume/weight of the products considered for illustrative purposes across substrates or some other errors apparent. Notwithstanding the discrepancies, the conclusions of the Parties on this aspect were examined further.

29. The Acquirer, based on the pricing data, submitted that the difference in prices of glass, metal cans and plastic containers is insignificant to constitute separate relevant markets. Further, as stated, the price of the containers constitutes an insignificant portion compared to the price of the end product. Considering the aforesaid, it was stated that liquid manufacturers can switch from one liquid packaging material to another without impacting the price of the end product sold to the consumers in the market. It has been further stated that companies have, over the years, been (partially or fully) shifting from one liquid packaging material to another in order to reduce costs.
30. With respect to the above submission, the Commission observed that, first and foremost, there are significant differences in absolute costs of various substrates. Further, if the absolute differences in costs are seen in the light of reuse of glass and likely reduced effective cost of packaging, the conclusions reached by the Acquirer appear to be inconsistent. It appears more plausible that, if the price differences are insignificant and/or constitute an insignificant part of the price of the end product, the price would cease to be a relevant decision factor, rather, the user would be expected to choose the most relevant substrate for its product offering. This observation also appears to be more consistent with the observations made above regarding glass being a preferred packaging for certain products on account of its characteristics as opposed to the submission of the Acquirer along the lines that users of container glass are indifferent between packaging materials and are accordingly, guided by price.
31. Overall, it appears that price may indeed not be of much relevance, but that does not imply or reflect the substitutability of substrates. Instead, the choice of a particular substrate or multiple substrates as a decision seems more relevant to the overall business model of the user, and in those terms, the characteristics of the substrates acquire more relevance. Accordingly, if the user's product is such that it requires packaging in a glass container, the user would do the same. The aforesaid decision-



making does not appear to be rooted very strongly in the absolute/relative price differences of various packaging material substrates. Accordingly, the user of a glass container is not likely to substitute container glass with other packaging material purely on account of a small but significant non-transitory increase in price of container glass.

*Analysis in terms of Intended Use*

32. The Acquirer submitted that, from the perspective of the customers of the Parties across various user segments, liquid packaging products made from different products are substitutable with each other. The Acquirer gave a few examples to illustrate such substitutability:
  - i. For non-alcoholic beverages, it was stated that fruit drinks are sold in tetra packs, cans as well as glass bottles. The leading non-alcoholic beverage, Coca Cola, is sold in glass bottles, aluminium cans as well as PET bottles. Similarly, liquid food items such as milk are sold in the market in glass bottles, tetra packs, pouches or cartons, while pickles, which have a significant liquid content, are also packed in glass containers, plastic containers and flexible packaging containers;
  - ii. For pharmaceutical products, it was stated that these are also packed in a range of products made from different substrates, including PET bottles, glass bottles and aseptic packaging. In this regard, it has been submitted that, with an increase in the usage of aseptic packaging, pharmaceutical industry is also utilising the same for packaging;
  - iii. As regards the alco-beverage industry, it was stated that several leading alcohol manufacturers are also shifting to packaging containers made from different materials in addition to glass containers. To illustrate, it was stated that, Diageo, which owns the popular Johnnie Walker whiskey, is planning to switch from glass bottles to paper-based bottles. It was also stated that alcohol producers are packaging their products in tetra packs, cans and plastics as an alternative to conventional glass containers. Based on the same, it was stated that, from the perspective of alcohol producers, different liquid packaging materials are



substitutable and that the use of different packaging formats does not affect the quality of the liquid.

33. Emphasising the functional substitutability and intended use part in delineation of relevant markets, the Acquirer submitted that, as different packaging materials fulfil the same economic needs of customers in the packaging industry, liquid packaging made from different materials would form part of the same relevant product market and the differences in the materials would not outweigh the intended use of the said packaging materials, and all materials used for packaging liquids would form part of the same relevant market.
34. The Acquirer's inference, that different packaging materials fulfil the same economic need of the customers, drawn from users shifting fully or partially to another substrate for packaging, does not appear correct. It completely ignores that the demand for packaging materials primarily being a derived demand, the users of packaging material follow their own business model and, therefore, their choices are expected to be guided by multiple parameters and not simply based on functional substitutability. The classification in terms of material characteristics have already been discussed, which have brought out the aspect of glass being a preferred choice for certain product categories. Accordingly, it would be counter-intuitive to assume that an enterprise which has based its business model on glass as a packaging medium will consider that other packaging materials will serve the same economic need. Accordingly, as far as the instances of full/partial shifting between substrates are concerned, it does not appear plausible to consider that the same was only due to price differences between various substrates; rather, it seems more reasonable to assume that such shift was in sync with the business model of the user.
35. The relevant market definition as contained in the Act stresses the delineation of relevant market based on collective assessment all three factors, viz., characteristics, price and intended use. Based on the aforesaid analysis, in terms of characteristics which are materially different for different packaging materials and prices which are different, and at the same time, not a very relevant factor considering the demands of



different business models and industrial user preferences, each material substrate appears to constitute a relevant market on a standalone basis. Further, the functional substitutability appears either theoretical or, wherever full/partial substitution has been made, the same appears more a function of the business model of the user and less of the pricing dynamics of substrates.

36. The findings of the Commission on the uniqueness of each material substrate are also supported by the data in respect of market segmentation by material types as provided by the Acquirer based on Ken Research Market Study on India Liquid Packaging Market. As per the given information, the market share of all packaging materials (by volume) has been largely consistent for the period FY 2018 to FY 2022. [REDACTED]

[REDACTED] This stickiness is also demonstrative of the lack of substitution or substitutability across the board and that each material substrate is existing and growing in its own space.

37. The Acquirer in its Response to SCN, *inter alia*, reiterated that functional substitutability as represented in full/partial shift from container glass to other packaging materials is more relevant, and the same reflects the effect of physical characteristics. It was further submitted that the characteristics of glass containers considered by the Commission are not unique to glass but applicable to containers made from other packaging materials as well. The Acquirer also submitted that the observations of the Commission on glass being a packaging material of choice for sellers eyeing ‘premium’ positioning and the significance of business models to the effect of making functional substitutability as irrelevant, lacks basis. As regards the Commission relying on statements contained in Annual Reports/party websites, the Acquirer submitted that the Commission has not considered statements that highlight competition from other packaging materials.

38. The submissions of the Acquirer in Response to SCN were examined. The Commission is of the view that all the aspects of relevant market delineation start from the consumer perspective, and thus, before going into analysis in terms of characteristics, intended



use or price, it is first relevant to understand the consumer perspective. Accordingly, the fact that packaging is not the end product but a medium for a user to reach the end consumer of the product of the user and, accordingly, its demand being in the nature of derived demand becomes highly relevant. This aspect requires that factors relating to the nature of product, product positioning, etc. underlying the business model of the industrial user should also be considered in assessment. In fact, the statements contained in Annual Reports of the Parties and as referred above duly capture the aspect of '*business models*'. The terms such as '*premium food & beverage brands*' as referred in the Annual Report illustrate the importance of business models and the corresponding product positioning.

39. As regards the submissions on a selective reading of the Annual Report, the Commission observed that citing techno-commercial factors, the Annual Report of AGI noted, "*[T]his ensures its continuous usage worldwide, across a range of end-user industries, despite the heavy competition from other packaging materials*". Thus, when the Annual Report talked of heavy competition, it also talked of continuous usage given techno-commercial factors, which again points to the significance of differences in characteristics and the importance of business models.
40. Accordingly, the Commission observed that, considering the activities of the Parties, the scope of plausible relevant market appears to be limited to container glass.

*Assessment of need to further segment the relevant market by user/consumer*

41. Considering the likely pervasiveness of the business models of various user groups and specific preferences as reflected in various statements contained in documents/websites of the Parties detailed above, the Commission further examined whether the relevant market needs to be further divided by user segments.
42. In this regard, the Acquirer stated that the Relevant Market ought not be further sub-segmented by user because, from a supply-side substitutability perspective, glass containers/bottles used by various user groups are substitutable. In this regard, the



Acquirer submitted a letter from Bucher Emart Glass Pte. Ltd. (**Bucher Emart**) which is based out of Switzerland and is one of the world's leading international suppliers of glass container manufacturing solutions, including equipment, controls, parts, and support.

43. First and foremost, it is important to note that demand side substitutability reflects the most immediate constraints on the parties and supply side substitutability can be considered only in situations where its effects mirror those of demand side substitutability. Accordingly, this aspect has first been examined in terms of demand side substitutability, and then in terms of supply side substitutability.
44. Based on the observations on the differences in characteristics of various substrates and specific preferences of packaging material of different user groups, it is clear that there is no demand homogeneity between various user segments for a particular packaging material. The requirements in terms of bottle shape, design, colour, aesthetics and volume capacity vary for different user segments. The standard bottles/containers are not used across segments. Further, these specific requirements or differences in glass container bottles have the impact of promoting specialisation in terms of production of such glass containers practically impacting the supply side substitutability as well which, to a large extent, is also reflected in the market structures of the supply of container glass to various user groups, which has been analysed in detail in subsequent parts of this order. The alco-beverage and F&B segments have HNG and AGI as leaders, while the household segment is led by Piramal Glass (**PGP**) Glass and pharma by Schott. This market structure is representative of actual market dynamics going beyond the theoretical possibility of supply-side substitution. The fact that players such as Schott do not have operations in alco-beverage or F&B suggests that specialisation is considered relevant and it is not a commoditised product both from demand and supply perspective. It may well be that the same machine can be used to produce container glass models for various user segments, and some of the producers such as AGI and HNG are indeed catering to all user segments, but the analysis suggests that this cannot be generalised and may not be representative of actual market dynamics. Considering all user segments as part of the same relevant market would



imply the consideration of various producers of container glass as competitors in all user segments even though their product offerings may be suited only for a particular user segment and they chose to operate in those niche segments only.

45. On the supply side substitutability, the Commission considered the content of the Bucher Emart letter and observed that, [REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] These caveats relate to most important techno-commercial aspects and, therefore, highlight the limitations of substitutability from the supply perspective.

46. It emerges from the above that there is no demand side substitutability for container glass for various user segments and supply side substitution is at best limited and also not relevant. Accordingly, the Commission formed the *prima facie* view that it is appropriate to further segment the market by user segments and, thus, the relevant markets for assessment of the Proposed Transaction be delineated as separate markets for the manufacture and supply of container glass packaging products to the manufacturers of alco-beverage, cosmetics and perfumery, pharmaceuticals and F&B sub-segments, respectively.

47. In this regard, the Acquirer in its Response to SCN submitted that sub-segmenting the relevant market on the basis that different sub-segments have different market leaders is erroneous and again reiterated the supply side substitution between container glass required/supplied to various user segments to emphasise that the market need not be further segmented. However, in this regard, the Commission is of the view that such classification becomes relevant in situations where it is felt that the players on the supply side have an ability to discriminate between different consumer segments and, to this end, the Commission, as detailed above, observed that in the instant case, firstly, the products are not the same in terms of characteristics, etc.; secondly, the supply side substitutability is at best limited; and thirdly the significant differences in market



structures at the segmental level imply that the ability to discriminate between segmental users cannot be ruled out.

48. Accordingly, the relevant product market for the purpose of competition assessment of the Proposed Transaction is required to be further segmented by user groups viz., alco-beverage, cosmetics and perfumery, pharmaceutical and F&B.
49. As regards the relevant geographic market, the Acquirer submitted that, at the broader level, the packaging industry could be considered global in nature, given the homogenous nature of the market. Further, it was stated that AGI and HNG supply packaging products all over the country and given, that the Competition Act requires the competition assessment to be in relation to India and the Commission in its previous decisions has also considered the relevant market to be the ‘whole of India’ in case of the packaging industry, the relevant geographic market may be considered the whole of India. The Acquirer made further submissions to support the pan-India market viz.: (i) the packaging materials are not perishable and can be easily transported within the territory of India; (ii) majority of the manufacturers have the capability to sell their packaging products throughout the country; (iii) there are no significant price differences between similar types of packaging products supplied within India; and (iv) there are no geographic barriers or differential tax regimes which impact the supply of such products across the country.
50. The Commission examined the plant-level dispatch data provided by the Acquirer for each of the plants of AGI and HNG. The Commission observed that, while some regional trends are discernible in the dispatch patterns, considering that the competition assessment is not impacted regardless of the sub-segmentation by geographical areas, this question can be left open and the Proposed Transaction can be assessed in overall pan India market.
51. Apart from the aforementioned segmentation, the Commission observed that the Parties are also engaged in the sale of general bottles through traders. Thus, the customers of the Parties may be classified in two segments, viz., the wholesale segment



and the retail segment. The Commission considered it appropriate to accordingly classify the relevant market in terms of level of activity as well given general differences in competition dynamics in the wholesale and retail segments.

## **Competition assessment**

### *Level of Concentration*

52. The Acquirer provided estimates of market share of the Parties and their competitors in the market for container glass segment and each of the sub-segments of alco-bev, pharma, F&B and households and cosmetics products.
53. The following observations are made in this regard:
  - i. The combined share of the Parties in the market for manufacture and supply of container glass in India in terms of value and volume is estimated to be in the range of [35-40] percent with an increment of [10-15] percent and [40-45] percent with an increment of [10-15] percent, respectively, for FY 2022;
  - ii. The HHI analysis on the basis of market shares for FY 2022 indicated that the Proposed Transaction significantly affects the level of concentration in the market, as reflected in the delta or the incremental HHI of around 700; and
  - iii. The competitive structure of the market is also estimated to change significantly with the Proposed Transaction implying the merger of the top 2 players in the market with capacities/volumes which could have been expected to impose strong competitive constraints on each other. Post the Proposed Transaction, the second biggest player is expected to have a share of around 10 percent in terms of value and 6 percent in terms of volume.
54. Notwithstanding the fact that the aforesaid estimates given by the Parties are in themselves indicators of significant change in concentration, the Commission observed that the above market shares may be underestimating the presence of the Parties. As per varying estimates of market size and statements recorded in the Annual



Reports/websites of the Parties, the combined market shares may be in the range of [55-60] percent.

55. Thus, regardless of the data considered, the combined entity is likely to have a significant presence going forward, and the Proposed Transaction is likely to significantly increase the level of concentration in the relevant market for container glass in India.
56. As regards the analysis in terms of user segments, the Commission observed that, while all the sub-segments are concentrated, there appears to be a difference in the structure of the market regarding market leaders. In alco-beverage and F&B, the Parties are the market leaders, while the household & cosmetics segment is led by PGP and pharma is led by Schott. The combined share of the Parties in terms of volume in the alco-beverage segment is around [45-50] percent while PGP's share is less than 5 percent and Schott does not even have a presence in this segment. In the F&B segment, the combined share of the Parties is around [80-85] percent while that of PGP is around [10-15] percent, household and cosmetics segment is led by PGP, with around [70-75] percent share, and the pharma segment is led by Schott, with [45-50] percent market share.
57. The aforesaid analysis highlights that post the Proposed Transaction, within the overall container glass market, the likelihood of significant changes in concentration levels is particularly high in the sub-segments of alco-beverage and F&B, wherein the combined entity will have large presence. The combined market shares and incremental HHI in the alco-beverage segment are around [45-50] percent and 1000, respectively, and the same in the F&B segment are around [80-85] percent and 2800, respectively, which are highly significant. Accordingly, it can be reasonably concluded that AGI and HNG are the only significant organised players in both the alco-beverage and F&B sub-segments.



*Extent of effective competition likely to sustain in a market*

58. AGI submitted that the glass segment is highly fragmented and competitive. It also comprises both the organised and unorganised sector and, as such, the existing players will continue to exert significant competitive constraint on the Parties post the Proposed Transaction. In support of the same, it has been stated that the total revenue of PGP is greater than the revenue of AGI and HNG, and that PGP is a global provider of glass packaging solutions and Asia's largest speciality glass manufacturer. As regards the unorganised sector, it has been stated that the unorganised sector has grown rapidly and is continuing to grow on an annual basis.
59. Based on the analysis in terms of market share estimates, it has been noted above that PGP would be second in the glass container market, with a market share of around [10-15] percent. The presence in overall packaging is no indicator of constraints in a particular packaging segment. In fact, as per the market estimates, contrary to the submissions of the Parties, PGP's market shares have remained in a narrow range. Apart from PGP, as per the Parties' own estimate, five out of seven competitors identified had a market share of less than 5 percent. Thus, these competitors are not expected to individually impose sufficient competitive constraints on the combined entity.
60. Furthermore, even the aforesaid presence of PGP and Schott is not relevant, as the user-segment based analysis has already revealed that PGP's presence is primarily in the household and cosmetics segment and Schott is present only in the pharma segment. In the segment of alco-bev, the only competitors in the organised segment are Empire and Canpack (with estimated combined share of around 10-15 percent) and Haldyn and Sunrise (both having less than 5 percent). Other than these organised players, [35-40] percent market is ascribed to the unorganised Ferozabad Cluster container glass manufacturing units. AGI has further submitted that their customers such as Pernod Ricard, Diageo India, Radico Khaitan etc., source bottles from Ferozabad Cluster companies.



61. The competitive constraints likely to be posed by the unorganised sector have been examined. The Commission noted certain differences in the unorganised and organised segments, and the same are discussed hereunder:

- i. *Scale:* The indicative size of an unorganised unit in the Ferozabad Cluster has been put by AGI in the range of 100-200 tonnes per day and, as stated, there are about 15-20 units producing glass containers. The scale at which these unorganised players operate is minuscule relative to the presence of the Parties which have a daily capacity of around 1600 tonnes for AGI and more than 2000 tonnes for HNG. The scale presents its own set of advantages/disadvantages, which ultimately constitute the competitive intensity. These unorganised players cannot fulfil the market demand substantially; in other words, expansion is constrained by their own installed limited capacities even if it is assumed that they are otherwise capable of imposing competitive constraints going by the commercial dynamics of the market;
- ii. *R&D efforts and product development translating into demand push or cost savings:* The Acquirer has submitted that it does carry out certain R&D activities in the product and process to add value to its customers. As per the details provided, the innovative offerings include internal embossed bottles, anti-bacterial bottles, anti-depression (negative ion) bottles, light weighting of the bottles, etc. There are other projects such as batch optimisation, power generation from waste heat and cullet sorters, which would enable reduction in costs. Even on the sustainability aspect, players such as AGI are taking up processes to reduce carbon footprint. The Parties have submitted that R&D capabilities and possession of intellectual property rights are not essential and do not play a role in an enterprise remaining competitive or surviving in the relevant market. However, product differentiation does create a competitive advantage from the demand perspective and the differences in cost and size of installed capacity create a differentiation from supply perspective in both the short and long run. The ability to move towards reduction of carbon footprint is also likely to create a competitive advantage in the long run. These competitive advantages point to the significance of R&D capabilities and consequent likely present and growing



differences in the abilities of the unorganised and organised sector, illustrative of a lack of present and future competitive constraints; and

- iii. *Supply chain dynamics:* Based on the Parties' submissions, it has emerged that the prices of soda ash and supply conditions of soda ash are a big factor in the container glass industry and even bigger players such as the Parties find it hard to navigate and sustain this issue. Parties with significant installed capacities use soda ash in bulk and have the option to also import the same. However, smaller and unorganised players are not expected to have such ability to constrain the pricing of soda ash. With the Proposed Transaction, as volumes of production increase for the combined entity, this gap between the combined entity and other sellers, including the unorganised sector, in terms of the ability to source raw materials on economic terms is likely to widen further. The Acquirer has submitted that the supply-demand situation in India is improving as required capacity additions are occurring in the soda ash industry, and therefore, from an input perspective, there will be no foreclosure in the relevant market post the Proposed Transaction. However, what is relevant is not the foreclosure in absolute terms but the differences in access to raw materials and the pricing of the same.
  62. Based on the aforesaid, the Parties appear to have an advantage in this area going forward. However, considering the submissions of AGI relating to unorganized customers catering to the customers of AGI and HNG, it also appears that the unorganized sector and smaller organized players are in a position to impose limited competitive constraints on the Parties.
- Countervailing buyer power*
63. AGI submitted that the customers in the glass segment are large conglomerates with deep pockets, and therefore, there is no question of the Parties being able to act independently of competitive forces post the Proposed Transaction. As submitted, the customers are repeat customers and have significant influence over the type of packaging they use. It has also been stated that these companies have significant ability



to supply their own containers or to sponsor an entry and/or impose other constraints in situation of possible anti-competitive practices in the glass container manufacturing marketplace. Further, it has been stated that customers of the liquid packaging industry routinely spend billions on advertising in order to shape consumer preferences for particular types of containers and such new campaigns encouraging consumers to switch from glass to other materials as well as targeted price reductions could significantly affect the demand for glass packaging post the Proposed Transaction.

64. Further, the Acquirer submitted that the customers in this sub-segment multi-source from various suppliers, and multi-sourcing is essential in this industry for customers to ensure security of supply considerations and obtain better commercial terms. As submitted, the design rights over the containers are owned by the customers and moulds are prepared accordingly. The moulds are generally provided by customers to the glass manufacturers and the intellectual property right is owned by the customers. Therefore, as far as the quality of the bottle meets customer standards, customers are comfortable buying from either of the producers as there is not much difference in product quality, price and service to the customers.
65. Also, it has been stated that any pricing power and consequent loss of sales is against the plant economics. As stated, as per standard industrial practice, glass furnaces must run continuously for 24 hours a day, and they cannot be turned off or easily idled, and when shut down, they may take months to restart, and therefore, there is a need for the supply chain to be fully functioning and operational to ensure efficiency.
66. While there is no doubt that the customers of the Parties are large conglomerates and there is also an element of dependence of suppliers of container glass manufacturers on these customers, countervailing buyer power is considered more a function of relative differences in concentration on the demand and supply side rather than just the size of customers, unless vertical integration trends are clearly discernible. The glass market, as noted above, is already concentrated and would become significantly more concentrated with the Proposed Transaction. Thus, while switching may seem plausible in theory, it may be difficult in practice for lack of viable options which can cater to



the volume, choice and quality requirements of large buyers. The Acquirer has stated the possibility of backward integration and given a few examples, such as Mohan Meakins and Kals Distilleries and attempted entry of Carlsberg (with participation in CIRP of HNG). The two companies have less than 5 percent capacity and, thus, the same does not appear to indicate any industry-wide trend or practice. As regards the shift to alternative materials and shaping preferences through advertisements, the differences between materials have already been discussed and for the same reasons based on which various packaging materials do not belong in the same relevant market, this stated possibility of shifting is not likely to confer any buyer power.

67. The multi-sourcing option and countervailing buyer power may be more applicable in case of bottles where moulds are owned by the user companies, and to some extent, for general bottles sold through the trade route in addition to direct sales. However, even in that case, the actual substitutability would be limited to the extent of capacity of the other players. If the other players are either constrained in terms of capacity in absolute terms or due to other commercial factors, the threat of multi-sourcing may not translate into pricing power.
68. Overall, the countervailing buyer power appears at best to be limited. Further, even if there is a higher degree of buyer power at present, the impact on the same given the Proposed Transaction needs to be considered. As noted, AGI and HNG are the top two organised players in container glass and in the two segments of alco-beverage and F&B, which implies the elimination of the most credible option to switch as far as users are concerned.

#### *Competition from imports*

69. The Acquirer submitted that the extent of competition exerted by import in the glass packaging segment is more intense. The share of imports of glass packaging material in the overall import of liquid packaging increased from 13.6 percent in FY 2018 to 18.3 percent in FY 2021 in value terms. Similarly, in volume terms, the share of import of glass materials increased from 36.9 percent in FY 2018 to 44.4 percent in FY 2021.



It is important to note, that with the stated percentage growth, the imports of glass containers still constitute only a minuscule percentage of glass consumption. As per the Parties' submissions, imports catered to only 3 percent of the overall demand for container glass in 2020-21.

70. As regards the effective constraints from imports beyond the quantitative estimates of imports, AGI has submitted that the industry leaders like Diageo (Alcoholic Beverage), Abbott Laboratories (Pharmaceuticals) and HUL (Personal Care) directly import glass packaging materials in India. While imports do not appear to be a significant factor in terms of present market dynamics, but the likelihood of increase in imports following any exercise of pricing power by the combined entity cannot be completely ruled out.

*Expansion of existing competitors*

71. The Acquirer submitted that customers have numerous options with expanded capacities to shift their demand to. Of the illustrations given by the Acquirer, only one expansion relates to glass containers for alco-bev and F&Bs, i.e., by Sunrise. All other expansions cited relate to other user segments. The increase in capacity of Sunrise by 240 TPD is insignificant to cause any change in position of the combined entity. The same aspect considered holistically in the background of the overall analysis is not *prima facie* a factor which can mitigate competition concerns.
72. The Acquirer, in Response to SCN, submitted that concentration levels do not conclusively determine the level of competition in the market. To this effect, the Acquirer made certain broad points which are discussed hereunder.
73. The Acquirer stated that the Commission has failed to analyse the market power of other players such as PGP Glass as well as the presence of large customers which can exercise significant countervailing buyer power. As regards competitive constraints from PGP Glass, the Acquirer submitted that based on the total revenue, PGP Glass has the highest market share and it has the resources and the significant technological competence and advantage to expand its capacities or even divert its exports to the



domestic market in case AGI Greenpac attempts to increase prices beyond the competitive levels post the Proposed Transaction.

74. The Commission has already examined the presence of PGP in the container glass market and in segments of container glass. The Commission has already noted that PGP is a significant player in the household segment and its presence in that segment does not pose any direct significant competitive constraints in the container glass market. As regards the likelihood of entry/expansion by PGP pursuant to any attempted price increase by the combined entity, it may be noted that entry in order to be a deterrent for any anti-competitive conduct needs to first be likely, and then timely and sufficient. In this regard, past entry/expansion is understood as a truer representative of actual entry/expansion conditions as those reflect not only the visible but also the invisible barriers which may characterise the industry. The Acquirer has itself submitted in a different context that consolidation has been a feature of the glass container industry over the years and has also illustrated the acquisitions made by HNG over the years. The Commission has also noted that the market shares of various players in the market for container glass and its segments over the last 3 years has largely moved in a narrow range and market structure has remained more or less the same. On the basis of the same, the Commission does not consider it appropriate to impute any more constraints from PGP or any other player on the basis of their presence in other related or unrelated segments.
  
75. The Acquirer further submitted that higher concentration levels do not translate into pricing power in this industry. To this effect, the Acquirer referred to certain statements made by AGI management earlier regarding glass facing competition from alternative packaging materials and the aspect of regulated pricing in the liquor industry. The Acquirer also referred to the findings of PWC in its financial and tax due diligence report in respect of HNG, wherein it is stated that HNG has not been able to increase its selling rates to the tune of increase in direct costs leading to shrinking gross margins and that there is a time lag in passing on the input cost increase to the customers and that, on account of the fragmented nature of the container glass industry, the price increase is not frequent or substantial enough in this industry. The inability of HNG to



pass on increase in direct costs appears more of a firm-specific factor given the situation of HNG and has accordingly been dealt with separately. The aspect of countervailing buyer power has already been examined in detail, and these submissions do not appear to be reason enough to change the same.

76. The Acquirer submitted that the Commission's observation that the combined entity will have an overwhelming presence in the alco-beverage and the F&B segments post the Proposed Transaction is erroneous and based on a flawed application of supply-side substitutability. The Commission has already examined the aspect of supply-side substitutability in detail and observed that the same is limited considering, *inter alia*, the techno-commercial aspects mentioned in the Bucher Emart letter submitted by the Parties.

#### **Competition assessment – Sale of container glass to/through traders**

77. In this regard, as submitted, in recent times, several cottage/small-scale industries have developed, which have the requirement of packaging material for pickles, juices, milk, food processing, etc., in small quantities. To meet such small-sized supplies, it is not possible for such customers to directly approach glass manufacturers. As with any other trade and business dynamics, there is a bridge in the form of traders between the glass manufacturers and the consumer cottage industry.
78. The Parties provided details of their presence in this segment. The Parties on their part submitted that the sale of general bottles to/through traders constitutes a minuscule portion of the total sales made by AGI and HNG and the customers to whom such general bottles are sold are price-sensitive customers who typically purchase small quantities of standard glass bottles/containers through traders. Accordingly, as stated, in case of any attempt on the part of AGI to increase prices beyond competitive levels, the customers would most likely buy products from other players, thereby disciplining such price increase. The Commission observed that while such sales may be constituting minuscule percentage of total sales of AGI/HNG, the Parties are estimated to have substantial presence in the segment, which is more relevant. At the same time,



the submissions of switching, etc., appear to be devoid of merit, considering the Parties' significant position in the overall container glass segment in general and alco-beverage and F&B sub-segments in particular.

### **Vertical/Complementary overlaps**

79. As submitted, AGI has an insignificant presence in the segment of security caps and closures (with market share being less than 2 percent while HNG does not have any presence. The market is characterised by the presence of other significant competitors, viz., Oricon Enterprises Limited (12%), Guala Closures Group (12%), Weener Empire Plastics Limited (6%), etc.
80. In terms of installed capacity, as per estimates given by the Parties, the market size for the manufacture and supply of security caps and closures was approx. 32.9 billion units in FY 2021-22 and the installed capacity of AGI is 912 million units, which also implies an insignificant presence.
81. Based on the above, the Commission is of the view that the Proposed Transaction is not likely to confer any ability or incentive to the Parties to change the competition dynamics in any segment riding on the vertical/complementary linkage resulting therefrom.
82. Thus, based on the above analysis, the Proposed Transaction is likely to result in appreciable adverse effect on competition in the overall container glass packaging in general and in the sub-segments of alco-beverage and F&B in particular and in the segment of sale of container glass bottles to/through traders. However, there are certain peculiar factors in the context of presence of Target which also need to be considered. The Acquirer submitted that the Target is a failing firm and is presently undergoing CIRP. The submissions of the Acquirer in this regard are examined hereunder.

*Failing firm defence*

83. The Acquirer has made the following submissions on the aspect of HNG being a failing firm:
- i. *Inefficient state of operations:* As submitted, the operations of the Target have run inefficiently in terms of capital deployment, lack of maintenance of assets and poor operational efficiencies. The Target had done extensive capital expenditure which was beyond its requirements, and had not been operating many of its furnaces over the last several years, leading to under-utilisation of the resources deployed. Many of the furnaces have not been rebuilt for more than 10 years, which led to inefficient operations and higher cost, resulting in lower margins and losses;
  - ii. *Acquisition is in the best interest of every stakeholder including the customers (industrial), end consumers and the existing financial and operational creditors of the Target as well as the workmen and employees of the Target:* As submitted, this acquisition will yield several economic and financial benefits, such as enhancing product output volumes, sustaining employment levels, debt repayment, and overall restructuring of the business;
  - iii. *Safeguard against the assets exiting the market:* It is submitted that, because of financial distress, if the Target's business would be liquidated, it would reduce effective competition in the glass segment and significantly affect customers/consumers. As such, the acquisition of the Target by AGI, which is experienced and technically capable to handle the business operations of the Target and has definitive plans to revive and turn-around the Target's business, would be pro-competitive and would ensure that the market remains competitive in times to come. Further, as submitted, the Proposed Transaction is efficiency enhancing as AGI will rebuild more efficient furnaces and improve the efficiency of the Target's machines for higher output. Conversely, it is submitted that competition in the glass segment is likely to deteriorate to an equal extent if the Target is not acquired and allowed to 'fail' or exit the market.

84. In this regard, the Commission considered the financial and tax due diligence report of HNG, which notes that HNG has not been able to increase its selling prices to the tune



of increase in direct costs leading to shrinking gross margins. The report further notes that as per the management of HNG, there is a time lag in passing on the input cost increase to the customers and HNG also increased its selling prices during Q1 FY 2023. The management of HNG further provided that, given the fragmented nature of the container glass industry, the price increases are not frequent or substantial enough.

85. The Acquirer further submitted a detailed operational status of various plants of HNG. As per the submissions, a majority of HNG's furnaces that are running had been rebuilt 10 years ago or earlier. As submitted, the typical life of a container glass furnace is 10 years, and as the furnace gets older, the specific energy consumption increases prominently, from a typical annual rate of 2.5 percent to 5-6 percent towards the end of its prescribed life, which not only makes the operations non-competitive but is also detrimental to the environment. Further, as submitted, with an ageing furnace, the achievable draw from the furnace vis a vis installed capacity also reduces, which also makes the production costlier, as the fixed costs are spread over lower volume.
86. Based on the above, the Acquirer submitted that delay in acquisition would adversely affect the viability of Target. In this regard, in addition to the increased operational costs impacting the competitiveness, the Acquirer submitted that, since the furnaces are not operating properly because of leakages, emergency repairs and other firefighting production issues, the output from HNG's furnaces is inconsistent, which leads to non-performance of their contracts with their customers. It was stated that this creates a vicious circle which will further lead to reduced economic activity.
87. The Commission considered the submissions of the Acquirer on the status of HNG's operational aspects and the supporting information on record in the form of status of furnaces as installed and as currently operative and the financial parameters highlighted in the due diligence report and also discernible from the financial statements of HNG. As a part of its Statement of Audited Financial Results for the Quarter Ending 31 March 2021, it has been duly mentioned that the company (HNG) is incurring losses since FY2013, which has eroded its net worth completely. In fact, the auditors of HNG, based on their audit of financial statements for FY 2021-22, have opined that HNG does not



appear to be a going concern. Considering the aforesaid, the Commission is of the view that time is indeed of the essence in the context of the Proposed Transaction. The Commission, leaving the question of HNG being a ‘failing firm’ open, observed that a holistic approach to the assessment of the Proposed Transaction would require balancing the structural changes in concentration, etc., resulting from the Proposed Transaction and the ground position of operational affairs of HNG.

88. The Commission noted that the Acquirer, on a without-prejudice basis, as a part of Response to SCN has proposed Modification to address the concerns raised in the SCN in terms of Regulation 25(1A) of the Combination Regulations, which reads,

*“(1A) Along with their response to the notice issued under sub-section (1) of section 29 of the Act, the parties to the combination may offer modification to address the prima facie concerns in the said notice and on that basis, the Commission may approve the proposed combination under sub-section (1) of section 31 of the Act:*

*Provided that in such a case, the additional time, not exceeding fifteen days, needed for evaluation of the modification offered, shall be excluded from the period provided in sub-section (2A) of section 6 of the Act, sub-section (2) of section 29 of the Act and subsection (11) of section 31 of the Act.”*

The Commission considered the same against the backdrop of the operational affairs of HNG.

### **Analysis of Modification proposed by AGI**

89. AGI offered the divestiture of the Rishikesh plant of HNG to alleviate the *prima facie* concerns identified by the Commission in the SCN. The Rishikesh plant is set up on an area of 11.3 acres having two glass melting furnaces and a production capacity of 400 TPD (1,46,000 MTPA).
90. As submitted, out of all the plants of HNG, the Rishikesh plant is the least loss-making. It saw a growth of 24 percent in net revenue in FY 2021-22. The Rishikesh plant also witnessed one of highest growth by volume in FY 2021-22, i.e., around 17 percent.



The Rishikesh plant has substantial and sizeable operations and witnessed growth in revenue over the years. The revenue from the Rishikesh plant increased from INR 233.1 crore in FY 2021 to INR 290 crore in FY 2022.

91. As per the details submitted, Rishikesh plant had the highest utilisation by percentage as compared to other plants. The percentage utilization of the Rishikesh plant was 94.1 percent in FY 2021 and 91.1 percent in FY 2022. Further, as submitted, the furnace of the Rishikesh plant had undergone cold repair in 2016 and can be maintained up to 2028. As submitted, out of all the plants of HNG, the Rishikesh plant is operating to 100 percent of the installed capacity, [REDACTED]  
Further, the Rishikesh plant has [REDACTED] equivalent to other higher capacity plants of HNG. As submitted, the availability of the forming lines and printing lines will provide the purchaser with higher flexibility to run the plant in an efficient and profitable manner.
92. The Rishikesh plant comprises two glass melting furnaces, which will provide the purchaser the flexibility to manufacture different coloured, i.e., flint/amber/green, glass at the same time compared to acquisition of a plant with just one glass melting furnace. The plant is used for the production of glass containers catering to the alco-beverage, F&B as well as pharmaceutical and wellness industries.
93. Based on due diligence conducted by PWC, it is submitted that HNG operated through seven plants in India with an installed capacity of 4300 TPD. However, the operational capacity has reduced to 2325 TPD on account of furnaces at the Neemrana, Rishra, Bahadurgah and Sinnar plants, which have not been operating.
94. The Acquirer also provided an assessment of operational dynamics of each HNG plant in detail. As submitted:
  - i. The Bahadurgarh plant of HNG has three furnaces, out of which one is non-operational. The operating capacity (after reduction of non-operational furnaces and down capacity) is 490 TPD. [REDACTED]  
[REDACTED]



- [REDACTED]
- [REDACTED];
- ii. The Puducherry plant of HNG has one furnace with a production capacity of 330 TPD, and the furnace is currently non-operational on account of leakage. The operating capacity (after reduction of down capacity) is 270 TPD. [REDACTED]
- [REDACTED]
- [REDACTED];
- iii. The Sinnar plant of HNG has two furnaces, out of which only one furnace is currently operational. The operational furnace has a production capacity of 650 TPD. The operating capacity (after reduction of non-operational furnace and down capacity) is 420 TPD. [REDACTED]
- [REDACTED]
- iv. The Neemrana plant of HNG has one furnace, with a production capacity of 260 TPD. However, the furnace has been non-operational since the last 7 years;
- v. The Naidupeta plant of HNG has one furnace with a production capacity of 650 TPD. The operating capacity (after reduction of non-operational furnaces and down capacity) is 530 TPD. [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- vi. The Rishra plant of HNG has three furnaces out of which two are non-operational. The production capacity of the one operational furnace in this plant is 290 TPD.
95. The divestiture as a modification needs to be examined, firstly, in terms of adequacy to address the adverse impacts of structural changes in the market resulting from the combination, and secondly, on the suitability of the specific assets required to be divested. As stated above, the proposal is assessed against the backdrop of financial issues and resulting operational issues, potential risks of additional impairment of assets and consequent impact on market dynamics.



96. As regards the assessment of adequacy of divestiture, the Commission noted that, as the market is already concentrated and HNG is the market leader, the combined shares would obviously be on a higher side, and therefore, the appropriate yardstick to assess the specific impact of the Proposed Transaction would be the impact of modification on the incremental change in the presence of the combined entity. To this effect, the Commission observed that as submitted by AGI, the production capacity of the Rishikesh plant is 400 TPD, which constitutes approximately 17 percent of HNG's total utilised capacity and accounts for 25 percent of incremental capacity, considering that AGI's capacity installed is 1600 TPD.
97. Considering that the analysis had revealed that the combined entity may have substantial presence in both the alco-beverage and F&B segments, it is imperative that the divested assets have presence in both these segments. As submitted by AGI, Rishikesh plant is present in all four segments of container glass market. The divestiture would lead to the elimination of around 28 percent and 15 percent of the increment in alco-beverage and F&B segments, respectively. In this regard, the Commission further observed that the alco-beverage segment constituted approximately █ percent of the sales by volume of the total glass container industry in FY 2021-22 while the F&B segment constituted a modest █ percent of the total sales by volume in the glass container industry. The Commission is of the opinion that the split of container glass market in terms of the industrial segments is also relevant in assessing the Modification.
98. Considering that the Rishikesh plant is engaged in the manufacture and sale of container glass in all segments, and further considering the fact of two furnaces and corresponding complementary assets and other submissions relating to the operational aspects of Rishikesh plant as noted above, the assets proposed to be divested appear to be self-contained and divestiture appears to incentivise a new entry or augmenting of capacity by an existing competitor of the Parties. The new entrant or an existing competitor would gain an overall presence of around 5 percent market in container glass while gaining presence in all four segments of container glass.



99. The voluntary modification proposed by the Acquirer has been considered and accepted by the Commission while undertaking a holistic assessment of the transaction. All things considered, including the presence of limited competitive constraints from other competitors, imports, buyer power, the operational conditional of other plants and the financial and operational situation of HNG; together with the proposed modification has led the Commission to the conclusion that the transaction is not likely to have an AAEC.
100. Considering the material on record, details provided in the Notice, Response to SCN and factors provided under sub-section (4) of Section 20 of the Act and the modifications proposed by the Acquirer, the prima facie concerns of a likely AAEC as laid down in the SCN have been addressed by the Acquirer and the Commission, thus, decided not to proceed further with the investigation.
101. The Commission hereby approves the proposed combination under sub-section (1) of Section 31 of the Act, subject to compliance of Modification offered by AGI under Regulation 25(1A) of the Combination Regulations as a part of Response to SCN.
102. The Annexure and Schedules annexed to the order shall form an integral part of the order.
103. In carrying out the Modification, the Parties shall comply with the provisions of the Act, the Combination Regulations and the Competition Commission of India (General Regulations), 2009.
104. In case the Acquirer fails to comply with the Modification as provided in the Annexure, the Proposed Transaction would be deemed to have caused appreciable adverse effect on competition in India and the Acquirer shall render itself liable for being proceeded under the relevant provisions of the Act.
105. This order may be revoked if, at any time, the information provided by the Acquirer is found to be incorrect.



106. The information provided by the Acquirer shall be treated as confidential in terms of and subject to the provisions of Section 57 of the Act.
107. The Secretary is directed to communicate to the Acquirer accordingly.



Annexure

**Modification**

1. All capitalised terms used in the Modification to the Proposed Transaction shall have the meaning provided in Appendix A annexed herewith if the same are not defined in the body of the Modification to the Proposed Combination.

**THE COMMITMENT TO COMPLETE THE DIVESTMENT**

2. AGI Greenpac or its wholly owned subsidiary (as the case maybe) commits to divest, or procure the divestiture of the Divestment Business, i.e., HNG's plant located at Rishikesh ("Divestment Business") by the end of the First Divestiture Period as a going concern to a purchaser approved by the Commission ("Approved Purchaser") on terms of sale as approved by the Commission in accordance with the procedure described in this Modification.
3. To carry out the divestiture as envisaged in this Modification, AGI Greenpac shall commit to enter into a binding Sale and Purchase Agreement to sell the Divestment Business ("Agreement"), within the First Divestiture Period. If AGI Greenpac has not completed the sale of the Divestment Business at the end of the First Divestiture Period, AGI Greenpac shall grant the Divestiture Agency the mandate to sell the Divestment Business in accordance with the procedure described in the Second Divestiture Period.

**NO ACQUISITION OF INFLUENCE**

4. AGI Greenpac shall, for a period of ten (10) years from date of sale of the Divestment Business, not acquire direct or indirect influence over the whole or part of the Divestment Business. AGI Greenpac shall provide the Commission with an undertaking in respect of compliance of condition relating to non-acquisition of influence. The undertaking shall be submitted on a yearly basis within ten days after the end of every year (commencing from the Closing Date)



## FIRST DIVESTITURE PERIOD

5. As mentioned above, AGI Greenpac shall commit to divest the Divestment Business within [REDACTED] from the ‘Effective Date’ as defined in the Resolution Plan of AGI Greenpac (or such extended period as may be agreed by the Commission) which will constitute the First Divestiture Period (“**First Divestiture Period**”).
6. AGI Greenpac shall submit the draft Agreement for the approval of the Commission within a period of [REDACTED] of the commencement of the First Divestiture Period and shall complete the transfer of the Divestment Business to the Approved Purchaser within the First Divestiture Period.

## SECOND DIVESTITURE PERIOD

7. In the event that the sale of the Divestment Business does not close, i.e., transfer of the Divestment Business to the Approved Purchaser by the end of the First Divestiture Period (or such extended period as may be agreed by the Commission) (“**Closing Date**”) then the Second Divestiture Period shall commence and will last for a period of up to [REDACTED] (or such extended period as may be agreed by the Commission) for carrying out the proposed divestment through the Divestiture Agency.

## APPROVED PURCHASER CONDITIONS

8. The purchaser proposed by AGI Greenpac for acquiring the Divestment Business, shall – (i) be independent of and with no connection whatsoever with AGI Greenpac and its affiliates; (ii) not be either a past or present employee or director (or spouse or child of such employee or director); (iii) not have any structural or financial links (this does not include any commercial dealings in the ordinary course of business, which may have taken / take place on an arm’s length basis), whether directly or indirectly, with any existing AGI Greenpac group entity; (iv) has the financial resources, expertise and incentive to operate the Divestment Business in the relevant market; (v) neither be likely to create any *prima facie* competition concerns, nor give rise to a risk that the



implementation of the Order of the Commission approving the Proposed Transaction (“Order”) will be delayed, and must, in particular, reasonably be expected to obtain all necessary approvals from the relevant regulatory authorities (if any) for the acquisition and operation of the Divestment Business. The conditions enlisted in paragraph 8 (i) to (v), above are collectively referred to as **Purchaser Requirements**.

### **COMMISSION’s PRIOR APPROVAL OF THE AGREEMENTS BETWEEN AGI GREENPAC AND APPROVED PURCHASER**

9. The final binding Agreement relating to the sale of the Divestment Business shall be conditional on the Commission’s approval.
10. Within a period of [REDACTED] from the execution of the Agreement with the Approved Purchaser, AGI Greenpac shall submit a copy of the final agreement(s) to the Commission. AGI Greenpac will further demonstrate to the Commission that divestment is consistent with the Commission’s Order.

### **STRUCTURE OF THE DIVESTMENT BUSINESS**

11. The Divestment Business shall include:
  - i. All tangible and intangible assets specifically related to and/or being used in connection with the Divestment Business on the Effective Date;
  - ii. All necessary licenses, permits and authorizations issued by any Governmental or statutory authority related to and/or being used in connection with the Divestment Business;
  - iii. All contracts, leases, commitments, obligations, and understandings of and related to the Divestment Business;
  - iv. All customer records, credit records and other records pertaining to the Divestment Business;
  - v. All rights in and to inventories of products, raw materials, supplies and parts, including work-in-process and finished goods held and used by HNG at the Rishikesh plant;



The elements provided in sub-paragraphs (i) to (v) are collectively referred to as “**Assets**”.

12. If there is any asset or personnel which is not covered above but which are both used (exclusively or not) in the Divestment Business and are necessary for the continued viability and competitiveness of the Divestment Business, that asset, personnel, or an adequate substitute will be offered to the Approved Purchaser.
13. In addition, the Divestment Business shall include such transitional support as may be agreed between the Approved Purchaser and AGI Greenpac which is necessary to enable the Approved Purchaser to conduct the Divestment Business in at least the same manner as HNG operated the Divestment Business on the Effective Date. It is clarified that the Approved Purchaser will only be entitled to use the trademark and logo of HNG for a period of [REDACTED] from the date of completion of the transfer of the Divestment Business in order to dispose of the existing inventory at the Rishikesh plant on the date of transfer.

### **HOLD-SEPARATE OBLIGATIONS**

14. AGI Greenpac shall, from the Effective Date until the transfer of the Divestment Business to the Approved Purchaser, procure that the Divestment Business is kept separate from the business that AGI Greenpac will be retaining and to ensure that: (i) management and staff of the business retained by AGI Greenpac have no involvement in the Divestment Business; and (ii) the Personnel have no involvement in any business retained by AGI Greenpac and do not report to any individual outside the Divestment Business.
15. Until Closing, AGI Greenpac shall assist the Monitoring Agency in ensuring that the Divestment Business is managed as a distinct and separate saleable business from the business retained by AGI Greenpac. Within thirty days from the Effective Date, AGI Greenpac shall appoint a Hold Separate Manager for the Divestment Business, who shall manage the Divestment Business independently and in the best interest of the business



with a view to ensure its continued economic viability, marketability and competitiveness and its independence from the businesses retained by AGI Greenpac. The Hold Separate Manager shall closely cooperate with and report exclusively to the Monitoring Agency and, if applicable, the Divestiture Agency. Any replacement of the Hold Separate Manager shall be subject to the approval of the Commission.

16. The purpose of the hold separate obligations is to: (a) preserve the Divestment Business as a viable, competitive and on-going business, independent of AGI Greenpac until the transfer of the Divestment Business to the Approved Purchaser; (ii) assure that no Confidential Information is exchanged between AGI Greenpac and the Divestment Business, except as otherwise provided herein; and (iii) prevent interim harm to competition in the relevant market pending the Divestiture.

### **RING-FENCING**

17. AGI Greenpac shall ensure that Confidential Information obtained by AGI Greenpac is eliminated and is not used by AGI Greenpac. For this purpose, AGI Greenpac shall implement, or procure implementation of necessary and adequate measures. AGI Greenpac shall also ensure that the participation of the Divestment Business in the central information technology network will be discontinued to the extent possible, provided however, such discontinuation should not affect the viability and competitiveness of Divestment Business. The employees of AGI Greenpac who provide support to the Divestment Business shall retain and maintain Confidential Information as confidential and except as permitted under the Order, shall not provide, discuss, exchange, circulate, or otherwise furnish any such information to or with any person whose employment involves the business retained by AGI Greenpac. Such employees shall also execute agreement(s) prohibiting disclosure of Confidential Information.
18. AGI Greenpac may obtain or keep information relating to the Divestment Business which is reasonably necessary for the Divestiture or the disclosure of which to AGI Greenpac is required by law or which is reasonably required by AGI Greenpac to comply



with their financial reporting or other legal obligations (including in relation to tax filings).

### **TRANSITIONAL SUPPORT**

19. AGI Greenpac shall provide such reasonable transitional support as may be required by the Approved Purchaser to effectively implement the sale of the Divestment Business. AGI Greenpac will provide all such transitional support as required by the Approved Purchaser and deemed necessary by the Commission on the recommendation of the Monitoring Agency or the Divestiture Agency, as the case may be.

### **PRESERVATION OF ECONOMIC VIABILITY, MARKETABILITY AND COMPETITIVENESS**

20. From the Effective Date and until the completion of the sale of the Divestment Business to the Approved Purchaser, AGI Greenpac shall take such steps as are necessary to maintain the economic viability, marketability and competitiveness of the Divestment Business and minimize the loss of competitive potential of the Divestment Business and shall prevent the destruction, removal, wasting, deterioration, sale, disposition, transfer (including creation of encumbrance) or impairment of the assets related to the Divestment Business available on the Effective Date, except as would occur in the ordinary course of business.
21. From the Effective Date and until the completion of the sale of the Divestment Business to the Approved Purchaser, AGI Greenpac shall maintain the operations including assets of the Divestment Business at least as they are operated on the Effective Date (including efforts to generate new business).
22. AGI Greenpac shall use its best efforts to preserve the existing relationships of HNG with its suppliers, vendors, customers, agencies, and other third parties having business related to the Divestment Business as on the Effective Date.



23. Further, AGI Greenpac shall perform or procure the performance of (i) all maintenance to, and replacements of, the assets of the Divestment Business in the ordinary course of business, in accordance with past practice, and the business, capital, and strategic plans in place on the Effective Date; and (ii) carry on such capital projects, physical plant improvements, and business plans as are already under way or planned, including, but not limited to, existing or planned renovation and expansion projects, in accordance with the business, capital, and strategic plans in place on the Effective Date.

24. [REDACTED]

### **NON – SOLICITATION**

25. AGI Greenpac shall not, and procure that its Affiliates do not employ, or make offers of employment to, any member of Key Personnel, transferred with the Divestment Business for a period of five (5) years after the Closing Date (as applicable), unless the employment of such member of Key Personnel has been terminated by the Approved Purchaser(s).

### **DUE DILIGENCE**

26. In order to enable potential purchasers to carry out a reasonable due diligence of the Divestment Business, AGI Greenpac shall, subject to customary confidentiality assurances and dependent on the stage of the Divestiture process as well as the data available to AGI Greenpac on the Effective Date, provide to potential purchasers



sufficient information: (i) as regards the Divestment Business; and/or (ii) relating to the Personnel and allow them reasonable access to the Personnel.

## REPORTING

27. AGI Greenpac shall submit written reports on the Divestiture process to the Monitoring Agency no later than seven (7) days after the end of every month following the Effective Date, including the status of the Divestiture. AGI Greenpac shall submit a list of all potential purchasers which have expressed interest in acquiring the Divestment Business to the Monitoring Agency at each stage of the Divestiture process, as well as a copy of all offers made by such potential purchasers within seven days of their receipt.
28. AGI Greenpac shall keep the Monitoring Agency informed about the Divestiture process, in particular, on preparation of the data room documentation and the due diligence procedure and shall submit copies of any information memorandum and/or similar documents to the Monitoring Agency.

## MONITORING AGENCY

29. The Commission shall, under Regulation 27 of the Combination Regulations, appoint an independent agency as Monitoring Agency for the purpose of, *inter alia*, supervision of the divestment of the Divestment Business.
30. The Monitoring Agency shall undertake such functions as may be directed by the Commission, which shall include, *inter alia*, the following functions:
  - i. Overseeing the on-going management of the Divestment Business from the Effective Date with a view to ensuring its continued economic viability, marketability and competitiveness and monitoring compliance by AGI Greenpac with the modifications to the combination provided in the Order. To that end, the Monitoring Agency shall:



- a. monitor the preservation of the economic viability, marketability and competitiveness of the Divestment Business, and the holding separate of the Divestment Business from the business retained by AGI Greenpac.
- b. supervise the management of the Divestment Business as distinct and saleable business.
- c. with respect to Confidential Information:
  - determine all necessary measures are being taken to ensure that AGI Greenpac does not after the Effective Date obtain any Confidential Information relating to the Divestment Business;
  - strive to ensure that any Confidential Information relating to the Divestment Business obtained by AGI Greenpac after the Effective Date is eliminated and will not be used by AGI Greenpac;
  - decide whether such information may be disclosed to or kept by AGI Greenpac as the disclosure is reasonably necessary to allow AGI Greenpac to carry out the Divestiture or as the disclosure is required by law;
- d. propose to AGI Greenpac such measures as the Monitoring Agency considers necessary to ensure AGI Greenpac's compliance with the Order, in particular the maintenance of the economic viability, marketability or competitiveness of the Divestment Business, the holding separate of the Divestment Business and the non-disclosure of Confidential Information, including but not limited to commercially sensitive information;
- e. review and assess potential purchasers as well as the progress of the Divestiture process and verify that at each stage of the Divestiture process, potential purchasers receive sufficient information relating to the Divestment Business in particular by reviewing the relevant data room documentation, information memorandum and due diligence process and that the potential purchasers are granted reasonable access to the Personnel;



- f. act as a contact point for any requests by Third Parties, in particular potential purchasers, in relation to the Order; submit to the Commission a written report within ten (10) days after the end of every month which shall cover (a) the operation and management of the Divestment Business; and (b) the progress of the Divestiture process as well as potential purchasers. A non-confidential copy of the said report will be provided to AGI Greenpac;
    - g. The Monitoring Agency shall report immediately in writing to the Commission of any failure on part of AGI Greenpac to comply with the Order;
    - h. submit to the Commission a written report containing its recommendations as regards (a) the suitability of the purchaser proposed by AGI Greenpac; (b) whether the Divestiture is being carried in accordance with the Order; and (c) where applicable, its recommendations with regard to Divestiture of the Divestment Business without one or more Assets as mentioned above, taking into account the requirements of the proposed purchaser;
    - i. assume the other functions assigned to the Monitoring Agency under the Monitoring Agency Agreement.
  31. A copy of the Monitoring Agency Agreement shall be provided to AGI Greenpac and AGI Greenpac shall use its best efforts to facilitate the Monitoring Agency in performance of its duties and obligations provided in the Monitoring Agency Agreement. Any failure by AGI Greenpac in such facilitation may be deemed to be a contravention of the Order.

## DIVESTITURE AGENCY

32. AGI Greenpac shall divest or seek to complete the sale of the Divestment Business within the First Divestiture Period. However, if the divestiture does not take place within the First Divestiture Period or the period as may be extended by the Commission, the Commission may, under Regulation 27 of the Combination Regulations, appoint an



independent agency as the Divestiture Agency (“**Divestiture Agency**”) for the purpose of supervising the sale of the Divestment Business during the Second Divestiture Period.

33. The appointment of the Divestiture Agency shall take effect from the commencement of the Second Divestiture Period or the day of its appointment, whichever is later.
34. Upon receipt of the notice of the Commission regarding the appointment of the Divestiture Agency, AGI Greenpac must execute, within the period prescribed by the Commission, a comprehensive power of attorney in favor of the Divestiture Agency to effect the sale of Divestment Business and all actions and declarations which the Divestiture Agency considers necessary or appropriate to achieve the sale of Divestment Business. including the power to appoint advisors to assist with the sale process. The power of attorney shall include the authority to grant sub-powers.
35. During the Second Divestiture Period, the Divestiture Agency shall have the sole authority to complete the sale of the Divestment Business at no minimum price. Upon request of the Divestiture Agency, AGI Greenpac shall cause the documents required for effecting the sale of the Divestment Business, to be executed.
36. The sale of the Divestment Business shall not be affected by the Divestiture Agency unless and until the Commission has approved the terms of the Sale and Purchase Agreement, including any ancillary agreements, and the purchaser proposed by the Divestiture Agency (as detailed above).
37. A copy of the Divestiture Agency Agreement shall be provided to AGI Greenpac and AGI Greenpac shall use its best efforts to support the Divestiture Agency in the performance of its duties and obligations provided in the Divestiture Agency Agreement.

#### **SALE DURING THE SECOND DIVESTITURE PERIOD**

38. Within the Second Divestiture Period, the Divestiture Agency shall complete the sale of the Divestment Business through a transparent sale process at no minimum price.



39. The Divestiture Agency shall have full discretion as to the manner in which it sells the Divestment Business. The Divestiture Agency shall include in the Sale and Purchase Agreement (as well as in any ancillary agreements) –
- (i) such terms and conditions as it considers appropriate for an expedient disposal in the Second Divestiture Period; and,
  - (ii) such customary representations and warranties and indemnities as are reasonably required to effect the sale. The Divestiture Agency shall protect the legitimate interests of AGI Greenpac, including commercial interests, subject to AGI Greenpac's unconditional obligation to divest at no minimum price in the Second Divestiture Period.
40. During the Second Divestiture Period, the Divestiture Agency shall provide the Commission with a comprehensive monthly (or otherwise at the Commission's request) report on the progress of the divestiture process. The monthly reports shall be submitted within seven (7) days after the end of every month and a non-confidential copy to AGI Greenpac.

#### **DUTIES AND OBLIGATIONS OF AGI GREENPAC**

41. AGI Greenpac shall provide and shall cause its advisors to provide the Monitoring Agency and Divestiture Agency with such co-operation, assistance and information as the Monitoring Agency and/or Divestiture Agency may reasonably require to perform its tasks. The Monitoring Agency and Divestiture Agency shall have full and complete access to any of the Divestment Business' books, records, documents, management or other personnel, facilities, sites and technical information necessary for fulfilling its duties under the Order and AGI Greenpac and the Hold Separate Manager shall provide the Monitoring Agency and Divestiture Agency upon request with copies of any document required by the Monitoring Agency or the Divestiture Agency, as the case may be. AGI Greenpac shall make available to the Monitoring Agency and Divestiture Agency one or more offices on their premises.



42. AGI Greenpac shall provide the Monitoring Agency with the managerial and administrative support that it may reasonably request in relation to the management of the Divestment Business. AGI Greenpac shall provide and shall cause its advisors to provide the Monitoring Agency, on request, with the information submitted to potential purchasers, in particular give the Monitoring Agency access to the data room documentation and all other information granted to potential purchasers in the due diligence procedure.
43. AGI Greenpac shall inform the Monitoring Agency on potential purchasers, submit lists of all potential purchasers at each stage of the selection process, including the offers made by potential purchasers at those stages, and keep the Monitoring Agency informed of all developments in the Divestiture process.
44. AGI Greenpac shall indemnify the Monitoring Agency, its employees and agents and Divestiture Agency and its employees and agents (each an "**Indemnified Party**") and hold each Indemnified Party harmless against any liabilities arising directly out of the performance of the Indemnified Party's duties under the Order, except to the extent that such liabilities result from the wilful default, recklessness, gross negligence or bad faith of the Indemnified Party.
45. The Commission may share confidential information proprietary to the Divestment Business with the Monitoring Agency and Divestiture Agency, without seeking any approval from AGI Greenpac.
46. Prior to the completion of the transfer of the Divestment Business, AGI Greenpac shall secure all consents and waivers from all third parties that are required by the Approved Purchaser in relation to the Divestment Business. Provided, however, that AGI Greenpac may satisfy this requirement by certifying that the Approved Purchaser has, to the Approved Purchaser's satisfaction, either (i) executed such agreements directly with each of the relevant Third Parties, or (ii) secured a similar contract with similar terms from the customers or from supplier(s) supplying such product or service.



47. The Commission may at any time request information from AGI Greenpac that is reasonably necessary for the effective implementation of the Order.

## COSTS

48. The payment to the Monitoring Agency and the Divestiture Agency appointed by the Commission in relation to the services provided for the sale of Divestment Business shall be made by AGI Greenpac.

## REMOVAL OF DIFFICULTY / REVIEW CLAUSE

49. The Commission may either on its own motion or based on a reasoned application filed by AGI Greenpac pass such order or direction as it deems fit, to address any unforeseen circumstances or difficulties in implementing the Order by AGI Greenpac.

**Appendix A**

Affiliates	Enterprises controlled by AGI Greenpac and/or by the ultimate parent of AGI Greenpac, including the ultimate parent, whereby the term “Enterprises” and “Control” shall bear the meaning provided in the Act.
Approved Purchaser(s)	The entity approved by the Commission as the acquirer of the Divestment Business in accordance with the criteria set out in Paragraph 8 (as the case may be)
Sale and Purchase Agreement(s)	The sale and purchase agreement for the sale of Divestment Business which has been duly approved by the Commission.
Assets	Shall mean the tangible and intangible assets in relation to the Divestment Business set out in Paragraph 11.
Closing Date	The date of the transfer of the Divestment Business to the Approved Purchaser.
Confidential Information	Any business secrets, know-how, commercial information, or any other information of a proprietary nature relating to the Divestment Business that is not available in public domain.
Divestment Business	shall mean and include the business of manufacturing glass products at the Rishikesh plant of HNG located at Virbhadra, Rishikesh, Dehradun District, Uttarakhand.
Divestiture	Shall mean the sale and transfer of the Divestment Business. The words, “divest”, “divested”, “divesting” and “divestment” shall be interpreted accordingly.



Divestiture Agency	One or more natural or legal person(s), independent from AGI Greenpac, who is appointed by the Commission, and who has the duty to divest the Divestment Business during the Second Divestiture Period. The Monitoring Agency may be appointed as the Divestiture Agency by the Commission
Effective Date	As defined in the Resolution Plan of AGI Greenpac
First Divestiture Period	Period of [REDACTED] from the ‘Effective Date’ as defined in the Resolution Plan of AGI Greenpac (or such extended period as may be agreed by the Commission)
Hold Separate Manager	means an individual with experience in the management, sales, marketing, or financial operations of such Divestment Business, who is appointed by AGI Greenpac to manage the Divestment Business till the completion of the transfer of the Divestment Business to the Approved Purchaser.
Key Personnel	employees who are necessary to maintain the viability and competitiveness of the Divestment Business.
Monitoring Agency	One or more natural or legal person(s), independent from AGI Greenpac, who is appointed by the Commission, and who has the duty to monitor AGI Greenpac’s compliance with the modifications provided in the Order. The Monitoring Agency may be appointed as the Divestiture Agency by the Commission.
Order	Final order of the Commission approving the Proposed Transaction under the relevant provisions of Section 31 of the Act.



Second Divestiture Period	Second Divestiture Period shall commence and will last for a period of up to [REDACTED] (or such extended period as may be agreed by the Commission) from the end of the First Divestiture Period.
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578  
ANNEXURE-

9810933083

NATIONAL COMPANY LAW APPELLATE TRIBUNAL, NEW DELHIAPPLICATION FOR CERTIFIED COPY

1. Name, Address and Contact No. of the

Applicant कंपनी विधि अपील अधिकारण  
(प्रमुख दृष्टि)

NCLAT, Secretariat  
(Principal Bench)

2. Case Number दायरा सं/Diary No. 76614

दिनांक / Date 16/12/23

3. Date of the Order applied for

: Mr. Archit Krishna Adw.  
H-19, Basement, Lajpat Nagar 3, New  
Delhi - 110024, 9810933083

Competition Appeal (AT) No. 07/2023

: 28.07.2023

4. Particulars of the document (s)/  
proceeding (s) required

: Appeal alongwith Annexures

5. Date of the presentation of application for  
certified copy

: 15.12.2023

6. Purpose of obtaining certified copy

(to be filled in by an Applicant who is  
not party to the proceedings)

: Office Record.

Memorandum  
Permitted by the Hon'ble  
Court under Rule 7, 6, 9(1)(a)  
Dated 15/12/2023.  
Please accept Rs 2230/- for Certified  
Copy of Appeal.

Fee  
16/12/23

For office use

Archit

Signature of the applicant

1. Date of receipt of application in Section :

Received Rs 2,230/-

446

2. Total no. of pages wide Bhaskar Kash Trans.:

Ref. No. 1512230038743

Rs 5/-

3. Fee per page Ref. No. 1512230038743  
dated 15.12.2023.

Arpt.

16.12.2023.

4. Total fee

Smt. Leleha.

5. Fees called for on

6. Date on which fee remitted

7. Mode of Payment of fees

8. Date on which copy ready

9. Date on which copy issued

Name & Signature of dealing hand with date

**NATIONAL COMPANY LAW APPELLATE TRIBUNAL, NEW DELHI**

**APPLICATION FOR CERTIFIED COPY**

1. Name, Address and Contact No. of the Applicant

राष्ट्रीय कम्पनी विधि अधील अधिकारण  
(प्राचल ५३)

Mr. Archit Krishna Adv.

H-19 Basement Lajpat Nagar 3 New  
Delhi - 110024, 9810933083

2. Case Number

NCLAT, Secretariat  
(Principal Bench.)

Case No. 76615  
Date/No. 16/12/23

Competition Appeal (AT) No. 08/2023

3. Date of the Order applied for

28.07.2023

4. Particulars of the document(s)/  
proceeding(s) required

Appeal alongwith Annexures

5. Date of the presentation of application for  
certified copy

15.12.2023

6. Purpose of obtaining certified copy

(to be filled in by an Applicant who is  
not party to the proceedings)

Received Rs 1420/-  
vide Bharatkosh. Trans.  
Ref. No. - 151223 0039184  
dated 15.12.2023.

Office record.

Archit  
16.12.2023 Signature of the applicant

1. Date of receipt of application in Section

Cash section

For office use  
Send Rajni.

15-12-2023

2. Total no. of pages

284

3. Fee per page

Rs 5/-

4. Total fee

Rs

5. Fees called for on

.....

6. Date on which fee remitted

.....

7. Mode of Payment of fees

.....

8. Date on which copy ready

.....

9. Date on which copy issued

Name & Signature of dealing hand with date

9810933083

NATIONAL COMPANY LAW APPELLATE TRIBUNAL, NEW DELHIAPPLICATION FOR CERTIFIED COPY

1. Name, Address and Contact No. of the  
Applicant

राष्ट्रीय कम्पनी विधि अपेल अधिकारण  
(भृत्यन केंद्र)  
NCLAT, Secretariat

Mr. Archit Krishna Adv.

H-19, Basement, Jaypatnagar 3  
new delhi - 110024, 9810933083

2. Case Number

डायरी सं. / Diary No. 76616  
(Principal Bench)  
दिनांक / Date... 16/12/23

Competition Appeal (AT) No. 09/2023

3. Date of the Order applied for

28.07.2023

4. Particulars of the document (s)/  
proceeding (s) required

Appeal alongwith Annexure

5. Date of the presentation of application for  
certified copy

15.12.2023

6. Purpose of obtaining certified copy

(to be filled in by an Applicant who is

not party to the proceedings)

Received Rs 1,565/-

wide Bhavatosh Trans. Ref.

No. - 1512230039708 dt. 15.12.2023

Appld.

16.12.2023.

Signature of the applicant

Smt. Rani.

Archit

For office use

1. Date of receipt of application in Section : 15-12-2023

2. Total no. of pages : 313 pages

3. Fee per page : Rs 5/-

4. Total fee : Rs 1565/-

5. Fees called for on : \_\_\_\_\_

6. Date on which fee remitted : \_\_\_\_\_

7. Mode of Payment of fees : \_\_\_\_\_

8. Date on which copy ready : \_\_\_\_\_

9. Date on which copy issued : \_\_\_\_\_

pls accept Rs 1565/-  
for paid certified  
whole Appeal alongwith Annexure,  
fain  
18/12/23

Cash Section

# ANNEXURE-

**BEFORE THE NATIONAL COMPANY LAW APPELLATE  
TRIBUNAL, AT NEW DELHI  
APPELLATE JURISDICTION**

**COMPETITION APPEAL (AT) NO. 09 OF 2023**

**IN THE MATTER OF:**

M/s. Geeta and Company ... Appellant

Versus

Competition Commission of India & Ors. ... Respondents

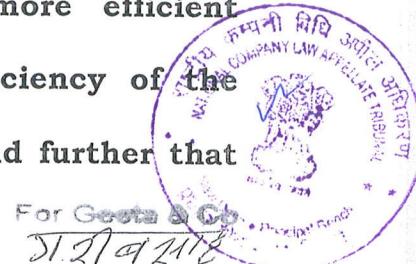
**MASTER INDEX**

S1. No.	Particulars	Page Nos.
<b>VOLUME 1</b>		
1.	Notice of Motion	A - B
2.	Mentioning Letter	C
3.	Memo of Parties	D - E
4.	Synopsis and List of Dates	F - I
5.	Appeal under Section 53B of the Competition Act, 2002 against the order dated 15.03.2023 passed by the Competition Commission of India under Section 31(1) of the Competition Act, 2002 in Combination Notification No. C-2022/11/983 dated 03.11.2022 filed by AGI Greenpac Limited along with Affidavit.	1 - 70
6.	<b>ANNEXURE-A1</b> Copy of the Impugned Order dated 15.03.2023 rendered by the CCI, which the Appellant has come to know on 19.04.2023 from the official website of the CCI.	71 - 126
7.	<b>ANNEXURE-A2</b> Copy of the License issued under the Contract Labour (Regulation and Abolition) Act, 1970	127 - 128



account of workmen were registered by the Resolution Professional.

VII. The Appellant further came to learn that one AGI Greenpac Limited being the Respondent No. 2 had proposed a Resolution Plan which offered to pay an amount of Rs. 2200 Crore for the resolution and the same has been considered and accordingly approved by the Committee of Creditors on 28<sup>th</sup> October, 2022. The Appellant came to know about the relevant portions of the Resolution Plan which was disclosed by Nashik Trade Union in the Writ Petition being WP No. 841 of 2022 currently pending adjudication before the Bombay High Court, Maharashtra and from IA(IBC) No. 639 / KB/ 2023 filed by Nashik Trade Union before the Adjudicating Authority. It is revealed from the Resolution Plan as filed in said Writ Petition, that in accordance with Clause 3.3 of the Resolution Plan (**Proposed turnaround Plan**) it has been proposed by AGI Greenpac that “as many of the furnaces and Plant & machinery requires maintenance and as such, funds shall be invested towards rebuilding more efficient furnaces and improve the efficiency of the machines for highest output and further that

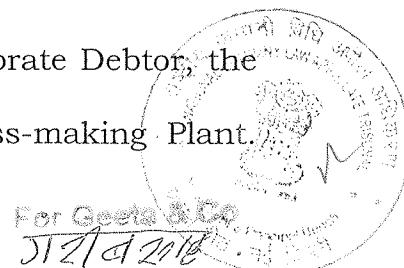


For Gestta & Co  
SI. 21 of 2018

post the effective date as defined in the Plan, the Resolution Appellant shall have the sole right to evaluate and decide the shutdown/ dispose off any units/ Plants of the Corporate Debtor as may deem fit, if the viability of those units/ Plants cannot be determined". Therefore, the workers were under the impression that AGI Greenpac Limited shall effectively turn the company around and shall continue to run all the units/ Plants unless AGI Greenpac is unable to determine the viability of running certain plants.

Copy of the relevant extract /portion of the Resolution Plan of AGI Greenpac Limited as disclosed in WP No. 841 of 2022 and IA(IBC) No. 639 / KB/ 2023 is annexed herewith and marked as ANNEXURE-A4.

VIII. The said Rishikesh Plant (**land value of which more than Rs.250 Crore excluding the superstructures and machineries**) is built on an area of 11.3 acres housing two glass melting furnaces and a production capacity of 400 TPD (1,46,000 MTPA) and it is relevant to mention that out of all the Plants of the Corporate Debtor, the Rishikesh Plant is the least loss-making Plant.



## ANNEXURE A-4

### **3. Key Challenges of the Corporate Debtor and Proposal for its revival**

#### **3.1 General Information of the Corporate Debtor**

S.No.	Particulars	Details
1.	Name of the Corporate Debtor	Hindusthan National Glass & Industries Limited
2.	Address of the Corporate Debtor	2. Red Cross Place, Kolkata-700 001, West Bengal, India.
3.	Name of Resolution Professional	Mr.Girish Siriram Juneja
4.	CIRP Commencement Date	October 21, 2021

#### **3.2 Our understanding of the Corporate Debtor**

As per our understanding, the operations of the Corporate Debtor have been run inefficiently both in terms of capital deployment, lack of maintenance of assets and poor operational efficiencies. The Corporate Debtor had done extensive capital expenditure which is beyond the requirements and has not been operating many of its furnaces for over last many years leading to under-utilization of the resources deployed. As per the data in the VDR, many of the furnaces have not been rebuilt for over more than ten years which has lead to inefficient operations and higher cost resulting into lower margins and losses.

#### **3.3 Proposed turnaround plan**

As many of the furnaces and plant & machinery requires maintenance, it is proposed that the Corporate Debtor will have to invest funds towards rebuilding more efficient furnaces and improve the efficiency of the machines for higher output. Post the Effective Date, the Resolution Applicant shall have the sole right to evaluate and decide to shutdown/dispose off any units/plants of the Corporate Debtor as it may deem fit, if the viability of those units/plants cannot be determined. In this regards, the Resolution Applicant/Corporate Debtor shall not be required to obtain any prior consent from the Financial Creditors or any other stakeholders. The Resolution Applicant confirms that if such disposal is made, then after netting for costs and taxes, the balance realization from the same shall be utilized towards repayment of the outstanding debt in the Corporate Debtor and also towards working capital and other capital expenditure as determined by the Resolution Applicant.



It is envisaged that a total capital expenditure of INR 760 Cr. shall be Incurred till FY29 towards the above items.

Based on the above capex, the Resolution Applicant estimates the following operational capacities for the purpose of the business plan.

Plant wise operational capacity and efficiency (Average of 6 years):

Particulars (Average of 6 years)	Naidupeta	Puducherry	Neemrana	Bahadurgarh	Rishikesh	Rishra	Sinnar
Installed Capacity (TPD)	650	330	260	820	400	860	980
Available Capacity (TPD)*	580	296	227	94	365	766	576
Draw (TPD)	529	285	204	82	400	710	519
Pack(MT)	454	242	174	68	342	602	441
Efficiency %	86%	85%	85%	83%	86%	85%	85%

The company is having less available capacity for utilization because of shut furnaces, estimated capacity degradation due to furnace ageing.

Based on the initial evaluation, the Resolution Applicant understands that there is potential to enhance the above given capacities by maximizing the operational efficiency of the manufacturing facilities, The Resolution Applicant will carry out a detailed feasibility assessment with respect to capacity enhancement post takeover.

Capacity utilization: The operating strategy of the Resolution Applicant is to maximize the production of higher value-added products to their optimal capacity utilization by FY29 as given below :

Particulars	Historical		Projection					
	FY21	FY22	FY24	FY25	FY26	FY27	FY28	FY29
Installed Capacity (TPD)	4,300	4,300	4,300	4,300	4,300	4,300	4,300	4,300
Available Capacity (TPD)	2,625	2,625	2,866	2,886	2,745	2,960	2,894	2,967
Draw(KMT)	983	984	989	990	947	1,016	1,005	1,026
Utilization Levels% (Based on operating capacity)	103%	103%	91%	95%	95%	95%	95%	95%
Efficiency%	80%	82%	82%	86%	86%	86%	86%	86%

The Resolution Applicant group will leverage its domestic sales network and relationship with key customers to significantly increase shipments from the current level of -800 KT to -880KT by FY29.



The Resolution Applicant has considered segment sales of 50% in Liquor, 34% in Beer, 10% in Food, etc. which is in line with the past trends of the sales of container glass manufactured.

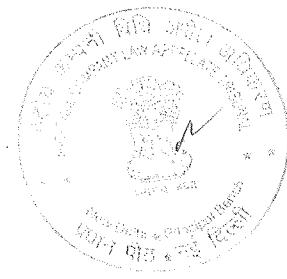
The Resolution Applicant will increase the installed capacity utilization and efficiency of the plant to optimal level. The Resolution Applicant will be leveraging its existing set-up, employees, network and vendor relationships in order to streamline the fixed costs like salary & wages and administrative expenses, in the financial projections, these expenses have not been increased much despite the much higher business activity as there will be some natural employee retirements, and job reallocations.

Please see below the Profit & Loss statement, Balance Sheet and Cash Flow statement.

**Profit and Loss Statement**

Particulars (INR Crores)	Historical			Projections					
	FY20	FY21	FY22	FY24	FY25	FY26	FY27	FY28	FY29
	(A)	(A)	(Prov.)	(P)	(P)	(P)	(P)	(P)	(P)
Total Revenue	2,286	1,899	2,097	2,694	2,875	2,760	2,963	2,932	2,991
Raw Materials	692	579	744	931	898	858	921	910	932
Salary Expenses	219	205	212	195	189	189	189	189	189
Other Expenses	1,133	1,086	1,274	1,522	1,403	1,302	1,345	1,322	1,306
EBITDA	243	29	(133)	46	384	411	509	511	564
EBITDA Margin	11%	2%	-6%	2%	13%	15%	17%	17%	19%

The revenue is envisaged to increase from INR 2,097 Crores in FY22 to INR 2,991 Crores in FY29 on account of Improvement in product mix, capacity utilization, synergies with respect to cost and price and by achieving operational efficiency.



#### 4. Proposal

##### 4.1 Financial Proposal

4.1.1 The Financial Proposal prescribed in this Resolution Plan would be to settle, extinguish, terminate and/or reduce to zero all Claims, right to make or have a claim and/or any cause of action giving rise to a Claim. In each case whether filed or not filed, ascertained or not ascertained, assessed or not assessed, known or unknown, accrued or not accrued, contingent or absolute, as long as they pertain to period prior to Insolvency Commencement Date and through the payment of CIRP Costs and Transition Period Costs, the Claims, right to make or have a Claim and/or any cause of action giving rise to a Claim, in each case whether filed or not filed, ascertained or not ascertained, assessed or not assessed, known or unknown, accrued or not accrued, contingent or absolute, as long as they pertain to the period between the Insolvency Commencement Date and Effective Date in relation to the Corporate Debtor, and all liabilities including contingent liabilities, damages, claims and/or Debt whether admitted or not, known or unknown, crystallized or otherwise as long as they pertain to the period prior to the Insolvency Commencement Date and through the payment of CIRP Costs and Transition Period Costs, all liabilities, damages, claims and/or Debt as long as they pertain to the period between the Insolvency Commencement Date and the Effective Date shall be deemed to be permanently settled, discharged and extinguished in full and shall be reduced to zero, on and from the Effective Date. It is noted that as per the Insolvency and Bankruptcy Code, 2016, all CIRP Costs have to be paid in priority and therefore all costs and liabilities of the period o CIRP would be covered and provided for in the CIRP Costs. The Resolution Applicant is also seeking to pay Transition Period Costs in priority and Transition Period Costs shall include all costs and liabilities of the period from the Plan Approval Date till the Effective Date.



4.1.2 The payments proposed to be made under this Resolution Plan shall be made after deduction of applicable withholding taxes (if any).

4.1.3 This Resolution Plan has been prepared pursuant to the due diligence conducted by the Resolution Applicant on the basis of the information made available to the Resolution Applicant in the data room, the information memorandum and the site visits.

4.1.4 Basis the above understanding, we have prepared this Resolution Plan and our offer for each stakeholder of the Corporate Debtor after taking into account the commercial negotiations held during the inter-se bidding process held on September 14, 2022, is as under.

1	Upfront Amount	Amount (In INR)		
		Category	Admitted Claim	Amount Proposed to be paid by the Resolution Applicant
	Unpaid CIRP Cost (net of Cash and Cashequivalent available with the Corporate Debtor) (Ref. Clause 4.2 (6))			NIL
	Operational Creditors (Workmen & Employees)	53,59,640	53,59,640	
	Operational Creditors	28,67,17,364	5,52,40,360	



		rs (Government Dues)	
		Operational	2,10,62,410,6
		Creditors (other than Workmen & Employees and Government Dues)	84
		Financial Creditors	35,43,31,42,3
	(Ref. Clause 96 4.2(2))		22,07,28,00,0
		Other Creditors	NIL
		Shareholders	NIL
		Total	37,53,04,60,0
			22,13,34,00,0
			84 00
<p>a) The aforesaid payments are subject to the terms which are provided in detail in Clauses 4.2 and 4.3 of this Chapter.</p> <p>b) Except to the extent of Deferred Consideration, the balance payments, as mentioned aforesaid, shall be paid within in forty-five (45) days from the Plan Approval Date subject to no stay/injunction order in relation to the CIRP, including any order on an appeal / review or any order on other related application which modifies the financial outlay for the Resolution Applicant under the Resolution Plan or any order which sets aside the Plan Approval Order.</p> <p>c) The above table represents the proposal offered against the claims admitted against the Corporate Debtor. The amounts proposed under each of the heads (except financial creditors) are to be distributed</p>			



		<p>amongst the claimants in proportion to their admitted claims in the Corporate Debtor. As regards distribution of amount proposed for the Financial Creditors, the same shall be decided by the CoC. Provided however, any such distribution shall be subjects to applicable Laws and to the aggregate value of the upfront cash recovery amount payable to the Financial Creditors.</p> <p>d) The portion of the Upfront Amount proposed to be paid to Financial Creditors shall be first utilized to pay the Dissenting Financial Creditors in priority to payments being made to the other Financial Creditors, wherein the amount required to be paid to such Dissenting Financial creditors shall be the minimum amount calculated as per the requirements of Section 30 of IBC and Regulation 38 of the CIRP Regulations.</p> <p>e) The RA confirms that as per terms of Clause 3.1.3 (d) (xxii) of RFRP, as on the Plan Approval Date, the available cash balance (except cash) and ash equivalent deposits which are already deposited with Government authorities and various utility providers, and advances given to various vendors for supply of goods and services), after payment of CIRP Cost, shall be distributed to the Financial Creditors in addition to the amounts offered to the relevant Financial Creditors in this Resolution Plan. the inter-se distribution of such funds also shall be done by CoC at their own discretion. The Resolution Professional shall certify the amounts appearing as cash balances in the books of Corporate Debtor as on the Plan Approval Date.</p>
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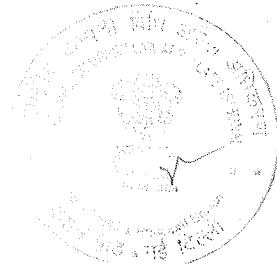
		<p>f) As regards the proof of funds, amounting to INR 1900 crores, pursuant to the inter-se bidding held on September 14, 2022, the RA had submitted and handed over the originals of the supporting documents thereof to the Resolution Professional on the same date. The documents in respect to the proof of funds submitted pursuant to the inter-se bidding held on September 14, 2022, are annexed as Annexure I-D.</p> <p>g) The RA has provided key contours of an acquisition structure of Chapter 5 of this Resolution Plan. For further details, please refer to subsequent clauses of this table as well as Chapter 5 of this Resolution Plan.</p>
2	Equity Upside	The Resolution applicant proposes NIL equity stake in the Corporate Debtor to the Financial Creditors and/or any other creditor.
3	Fresh capital infusion – for improving and enhancing operations of the Corporate Debtor	<p>The Resolution Applicant estimates that the business of the Corporate Debtor will require fresh capital Infusion towards Incremental working capital and capital expenditure upto the tune of INR 100,00,00,000(Rupees One Hundred Crores Only). Such Infusion shall be made within a period of 12 months from Effective Date.</p> <p>The above-mentioned amount may be infused by the RA / Acquiring Entity In the form of equity / quasi-equity, in various branches, as per the need based working capital requirements of the Corporate Debtor post the Effective Date. The Resolution applicant hereby confirms that in the event of Infusion of quasi-</p>



		equity, such-equity shall be arranged without any obligation o members of CoC to provide such funds.										
4	NPV of cash recovery for proposed deferred payments	<p>The Resolution Applicant proposes to make the following payments upfront ("Upfront Amount"):</p> <table border="1"> <thead> <tr> <th>Category</th> <th>Amount (in INR)</th> </tr> </thead> <tbody> <tr> <td>Operational Creditors (Workmen &amp; Employees)</td> <td>53,59,640</td> </tr> <tr> <td>Operational Creditors (other than Workmen &amp; Employees but including Government Dues and other Operational Creditors)</td> <td>5,52,40,360</td> </tr> <tr> <td>Financial Creditors (Ref. Clause 4.2(2))</td> <td>13,51,00,00,000</td> </tr> <tr> <td><b>Total</b></td> <td><b>13,57,06,00,000</b></td> </tr> </tbody> </table> <p><u>Deferred Consideration:</u> The balance amount of Deferred Consideration of INR 3,56,28,00,000(Indian Rupees Three Hundred and Fifty Six Crores Twenty Eight lacs only) is proposed to be paid to the Financial Creditors, shall be paid in a period of three (3) years from the Effective Date. The NPV of this Deferred Consideration is INR 264,03,00,000 (Indian Rupees Two Hundred Sixty Four Crores Three Lacs only). For further details, please refer to Clause 4.2(2) of the Resolution Plan.</p>	Category	Amount (in INR)	Operational Creditors (Workmen & Employees)	53,59,640	Operational Creditors (other than Workmen & Employees but including Government Dues and other Operational Creditors)	5,52,40,360	Financial Creditors (Ref. Clause 4.2(2))	13,51,00,00,000	<b>Total</b>	<b>13,57,06,00,000</b>
Category	Amount (in INR)											
Operational Creditors (Workmen & Employees)	53,59,640											
Operational Creditors (other than Workmen & Employees but including Government Dues and other Operational Creditors)	5,52,40,360											
Financial Creditors (Ref. Clause 4.2(2))	13,51,00,00,000											
<b>Total</b>	<b>13,57,06,00,000</b>											
5	Track record/Experience of The Resolution	The Resolution Applicant has a successful track record of turning around the sick businesses. The existing container glass business of the Resolution Applicant was part of a sick company by the name of "The										



	Applicant Ability turnaround distressed assets	/ Associated Glass Industries Ltd." and was taken over and was turned around by the Resolution Applicant. Today, this business is one of the highest profitable container glass business in the entire industry.
	Reputation and financial strength of Resolution Applicant	The financial strength of the Resolution Applicant is provided in Chapter 2 of this Resolution Plan.
6	Key Management Personnel	The Resolution applicant is experienced and technically capable to handle the Corporate Debtor and has definitive plans to revive and turnaround the Corporate Debtor. In order to revive the Corporate Debtor, the RA proposes to continue with the same set of employees and run the operations of the Corporate Debtor, however the RA / CD shall have the right to manage the employees, including right to change the terms of employment or terminate their employment from time to time as per the terms of their contracts, the policies of the RA / CD and applicable Laws. Any such change in terms of employment shall be informed to all employees within 12 months of the Effective Date. All employees and workmen would be deemed to start with the Corporate Debtor on a fresh employment basis and not on the basis of continuity as far as any labour or other benefits are concerned and if any compensation or any benefit for the period between insolvency Commencement Date and Plan Approval Date becomes due and payable at Plan Approval Date, including any pay in lieu of unused accrued leaves



	<p>then such compensation and benefits shall be considered as CIRP Costs and be paid in accordance with the terms of this Resolution Plan related to such costs.</p> <p>The entire board of directors shall be removed / vacated pursuant to the approval of this Resolution Plan by the Adjudicating Authority and the RA reserves the right to terminate employment of existing key managerial personnel as it may be determined from time to time in compliance with their respective employment contracts and applicable Laws; provided no pay in lieu of notice or any compensation or other payment, whether as golden parachute, golden handshake, severance payments etc. would be payable on account of any such termination, whether or not such payments were agreed to/promised in any contract, written or oral by the Corporate Debtor, provided however that any pay in lieu of leave accrued but unused for the period after the Effective Date shall be paid to such persons.</p> <p>Notwithstanding the above, each such director/key management personnel shall be bound to and be required to keep information pertaining to the Corporate Debtor, including its businesses, operations, clients, employees, vendors, etc. as confidential and secret at all times and not disclose or divulge it to any person whatsoever. each of such directors and employees shall also be bound to not use such information pertaining to the Corporate Debtor, including its business, operations, clients, employees,</p>
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		<p>vendors, etc for any purpose whatsoever, including in their own businesses or other employment, whether such business and employment competes with the Corporate Debtor or not.</p> <p>The board of directors of the Corporate Debtor and some key managerial personnel that are proposed to be appointed in the Corporate Debtor are provided in Chapter 6 of this Resolution Plan.</p> <p>It is clarified that none of promoters of CD and any of their family members shall hold any employment and if any such employment contract exists, it shall stand terminated in compliance with the terms of their respective contracts immediately upon implementation of the plan without any liability and cost in many manner of CD/RA.</p> <p>This Plan proposed by the Resolution Applicant is in compliance with the (BC and CIRP regulations. A detailed Business Plan for the Corporate Debtor is attached herewith as Annexure I-B.</p> <p>The Resolution Applicant is experienced and technically capable to handle the Corporate Debtor and has definitive plans to revive and turnaround the Corporate Debtor. The plan also states the process of its implementation and management to make it feasible and viable.</p> <p>It is worthwhile to note that the Business Plan is prepared by the Resolution Applicant basis the</p>
7	Viability of Business Plan and feasibility of Resolution Plan	



	diligence of documents and information which was made available during the due diligence exercise. The business plan shall be further fine-turned after the RA is adjudged as successful in the CIRP and its business and management team takes over the Corporate Debtor and draws up final detailed business plan.
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#### 4.2 Interest of Stakeholders

The Resolution Plan deals with the interest of all Stakeholders in a fair and equitable manner, more specifically provided hereunder:

<b>1. Workmen &amp; employees</b>	
Proposed Treatment	<p>a) The total admitted Claims of Workmen &amp; Employees of the Corporate Debtor as of the Insolvency Commencement Date is INR 53,59,640 (Rupees Fifty Three Lacs Fifty Nine Thousand Six Hundred Forty only) ("Admitted Workmen &amp; Employee Claims").</p> <p>b) The Resolution Applicant proposes to pay entire Admitted Workmen &amp; Employee Claims Le. INR 53,59,640 (Rupees Fifty Three Lacs Fifty Nine Thousand Six Hundred Forty only) ("Workmen &amp; Employee Settlement Amount") towards settlement of Claims of Workmen &amp; Employees, right to make or have acclaim and/or any cause of action giving rise to a Claim, in each case, whether filed or not filed, ascertained or not</p>



	<p>ascertained, assessed or not assessed, known or unknown, accrued or not accrued, contingent or absolute. The Workmen &amp; Employee Settlement Amount from The Upfront Amount under this Resolution Plan shall be given priority in payment over the Financial Creditors as per the requirements of Regulation 38(1) of the CIRP Regulation and Section 30 (2) (b) of the IBC.</p> <p>C) In case any further amount is admitted at any time on or before the Resolution is submitted to the Adjudicating Authority for their approval, then the amount prescribed as Workmen &amp; Employee Settlement Amount under this clause si the maximum amount that will be paid by the Resolution Applicant for settlement of entire Admitted Workmen &amp; Employees claims and all such additional claims which have been admitted shall result in each claimant under the category of workmen and Employee receiving the amounts in a pro-rata manner.</p> <p>d) The Workmen &amp; Employee Settlement Amount, if any, shall be paid as a lump sum amount as per the implementation Schedule (i.e. within 45 days of Plan Approval Date subject to the terms of clause 4.1.3(1)(b) above). This amount shall be distributed amongst the Workmen &amp; Employees in proportion to their individual admitted claims against the total Admitted Workmen &amp; Employees Claims limited to the sum of or the sum not exceeding the Workmen &amp; Employee Settlement Amount.</p>
Effect	Pursuant to the approval of this Resolution Plan by the Adjudicating Authority, each of the Workmen &



	<p>Employees, shall be deemed to have agreed and acknowledged that:</p> <p>The payment of Workmen &amp; Employees Settlement Amount, shall be treated as full and final payment of their respective outstanding dues as of the Insolvency Commencement Date, and the Workmen &amp; Employees shall have no further claims against the Corporate Debtor with respect to any Claim, pertaining to the period prior to the insolvency Commencement Date and through the payment of CIRP Costs and transition Period Costs, the Claims, whether filed or not filed, ascertained or not ascertained, assessed or not assessed, known or unknown, accrued or not accrued, contingent or absolute, as long as they pertain to the period between the Insolvency Commencement Date and the Effective Date and any and all liabilities and all amounts due and/or payable by the Corporate Debtor, relating to a period on or prior to the Insolvency Commencement Date and through the payment of CIRP costs and Transition Period Costs, all liabilities, damages, claims and/or Debt as long as they pertain to the period between the Insolvency Commencement Date and the Effective Date, whether admitted or not, due or contingent, asserted or unasserted, assessed or unassessed, determined or undetermined, crystallized or un-crystallized, known or unknown, secured or unsecured, disputed or undisputed, present or future, in relation to the Workmen and Employees of the Corporate Debtor, shall stand settled, extinguished and written off in perpetuity. Each of the workmen and employee, shall in respect of their Claims prior to the Insolvency Commencement Date ad by virtue</p>
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	<p>of the payment of CIRP &amp; Transition Period Cost, for the period between Insolvency Commencement Date and Effective Date, have no claim of any form and manner, and shall have no benefit of any agreement, deed or document or any term thereof, or have ability to enforce thereof, at anytime after the Effective Date.</p>
	<p>Whether against the Corporate Debtor or the Resolution Applicant or the Acquiring Entity.</p> <p>All the Proceedings, litigations, claims, disputes, notices etc. outstanding against the Corporate Debtor, if any, shall be withdrawn with immediate effect and shall be deemed as satisfied against the Corporate Debtor. The Resolution Applicant shall approach the appropriate adjudicating authority/ forum/court/ tribunal, seeking withdrawal/ dismissal of the proceedings, litigations, claims, disputes, notices, etc. filed by any of the stakeholders, wherever required. All stakeholders shall cooperate in such withdrawal and dismissal, on a best effort basis. Now workmen and employee of the Debtor shall have any claim due against the Corporate Debtor on account of any litigation/adjudication pending or outstanding at any forum. Even if there are any litigations that have already been filed or if filed in future pertaining to the period on or prior to the insolvency Commencement Date, the claims under those litigations shall deemed to have been included in these outstanding claims of this category and the payment made by RA as Workmen &amp; Employee</p>



	<p>Settlement Amount under this Resolution Plan would be deemed to have been made towards complete satisfaction of those litigations, claims, adjudications, etc. and any such liability in relation to all the Proceedings, litigations, claims, disputes, notices, etc. outstanding against the Corporate Debtor shall stand settled, extinguished and written off in perpetuity.</p> <p>Further, payments to the workmen &amp; employees due to be paid and which remain unpaid by the corporate debtor for the period pertaining to CIRP period, shall be treated as CIRP costs and will be dealt in the manner as prescribed in clause 4.2(6) of this Resolution Plan.</p> <p>The discharge of the Workmen &amp; Employee Settlement Amount shall constitute a full and final settlement of all &amp; Employee dues (including, but not limited to, dues towards outstanding wages and salary, bonus or incentives, any compensation (<i>including, but no limited to, retrenchment compensation, notice pay, etc, payable under the industrial Disputes Act 1947</i>), etc. accrued but unused privilege leave payable on account of termination before insolvency commencement Date, all amount due in respect of any compensation or liability for compensation the Employees' Compensation Act 1923 or otherwise in respect of the death or disablement of any workman or employee, all sums due to any workman or employee under the Employees' provident fund and miscellaneous</p>
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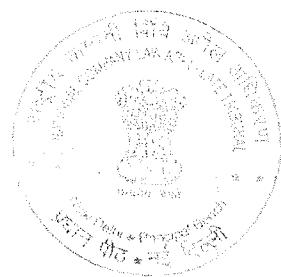
	<p>provisions act, 1952, any pension or superannuation fund, gratuity or any other fund for the welfare of the workmen or employees pertaining to payment of salary, bonus, leave encashment, gratuity, terminal benefits, statutory contributions and any other statutory liability) for the period prior to the insolvency commencement date and by virtue of the payment of CIRP &amp; transition period cost, for the period between the insolvency commencement date and the effective date. Other than the workmen &amp; employee settlement amount, all balance dues or any liabilities or obligations of the corporate debtor to any of its employees or workmen (whether permanent or temporary) relating to any period prior to the insolvency commencement date (including, any demand for any losses or damages, or interest, back wages, compensation, penal interest, liquidated damages already accrued/accruing or in connection with any claims) and through the payment of CIRP costs and transition period costs, all balance dues or any liabilities or obligations of the corporate debtor (including, any demand for any losses or damages, or interest, back wages, compensation, penal interest, liquidated damages already accrued/accruing or in connection with any claims) to any of its employee or workmen (whether permanent or temporary) as long as they pertain to the period between the insolvency commencement date and the effective date shall stand extinguished in full pursuant to the approval of his resolution plan by the</p>
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	<p>adjudicating authority, without any further action or step on the part of any person, the resolution applicant and the corporate debtor, and the corporate debtor and the resolution applicant shall not be in any manner whatsoever at any point, present or future, be directly or indirectly held responsible or liable in respect thereof.</p> <p>In relation to gratuity schemes that are operational and valid for the employees of the corporate debtor, including any schemes or payment of gratuity pursuant to and in accordance with the payment of Gratuity act 1972, schemes in relation to pension or superannuation fund including employees' provident fund and miscellaneous provisions act, 1952, or any other schemes for the welfare of the workmen &amp; employees during the CIRP period, it is assumed that the resolution professional has taken all steps, and shall take all steps, as may be required to ensure compliance with applicable law in relation to such gratuity, provident, pension or other welfare schemes and amounts payable pursuant to such schemes, and that any and all such costs or payments have been accurately reflected in the CIRP costs. Furthermore, all the trusts and/or corpus created till the effective date shall continue to stay with the corporate debtor and the amounts shall not be appropriated by the Financial Creditors and/or Resolution Professional or reduced to any extent except to the extent required to provide full</p>
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	<p>and final dues to employees and workmen whose employments cease to exist with the corporate debtor in ordinary course of business. The resolution applicant reserves the right to nominate and corporate debtor shall act upon the nomination to replace the trustees of the said trusts. The resolution applicant also reserves the right to wind up the trusts and move the entire corpus to regional provident fund accounts or with any other Governmental authority.</p> <p>Any and all claims of the employees &amp; workmen of the corporate debtor, whether appointed on temporary or permanent basis, wishing out of or as a consequence of the termination of the employment of such employee or workmen, including, but not limited to, severance pay, gratuity payments, leave encashment, payment in lieu of notice under any contract with the corporate debtor or any other payments under applicable law for the period prior to the insolvency commencement date, and any claims in relation thereto shall be extinguished in full pursuant to the approval of this resolution plan by the adjudicating authority, without any further step or action by any person, the resolution applicant and the corporate debtor in consideration of the workmen &amp; employee settlement amount or payment as part of the CIRP costs and transition period costs, all the monetary and financial claims arising out of any litigations/proceedings by employees/workmen or labour department for non-payment of any</p>
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	<p>dues/contribution or severance payments, whether initiated against the corporate debtor prior to the effective date shall stand quashed and the corporate debtor and/or the resolution applicant shall no longer be required to make any payments in relation to such litigations/proceedings.</p> <p>In case any stock options or warrants or employee stock appreciation rights or any other right to Equity shares have been granted to workmen/employees pursuant to any employee stock option plan or any similar employee compensation scheme of the corporate debtor, such options/warrants/stock appreciation rights/any other rights, whether vested or unvested, exercised or un-exercised shall stand revoked and cancelled with no claims or liabilities against the corporate debtor and the resolution applicant. The resolution applicant shall take all necessary procedural/compliance steps, in furtherance of the same, as may be required in accordance with the applicable laws.</p> <p>All contracts/ agreements/arrangements between the promoters or promoter group or any of their relatives with the corporate debtor, in relation to employment or consultancy services shall stand terminated with effect from the plan approval date and the corporate debtor and/or the resolution applicant shall stand discharged from any liabilities or claims including but not limited to</p>
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	payment of salary, remunerations, service fee or any social security benefits, payable to promoters or promoter group or any of their relatives under such contracts/agreements/arrangements upon termination
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2. Financial creditors	
Proposed Treatment	<p>a) The total admitted claim of financial creditors as of the insolvency commencement date is INR 35,43,31,42,396 b(Rupees Three thousand five Hundred Forty three Crores Thirty One Lacs forty Two thousand three Hundred Ninety Six only) ("Admitted FC Claims"). Against full and final settlement of entire claims, right to make or have a claim and/or any cause of action giving rise to a claim, in each case, whether filed or not filed, ascertained or not ascertained, assessed or not assessed, known or unknown, accrued or not accrued, contingent or absolute, of the financial creditors, the resolution applicant proposes to pay in the following manner:</p>



# ANNEXURE-

## AGI GREENPAC LIMITED

(Formerly Known as HSIL Limited)

Registered Office: 2, Red Cross Place, Kolkata – 700001

CIN: L51433WB1960PLC024539

T- +91-33-22487407/5668 | Website: [www.hsilgroup.com](http://www.hsilgroup.com) | Email: [hsilinvestors@hsilgroup.com](mailto:hsilinvestors@hsilgroup.com)

### NEAPS/BSE ONLINE

13<sup>th</sup> May, 2022

The Corporate Relationship Department  
BSE Limited  
Phiroze Jeejeebhoy Towers  
1st Floor, New Trading Ring  
Rotunda, Dalal Street,  
Mumbai - 400 001  
(BSE Scrip Code: 500187)

The Secretary,  
National Stock Exchange of India Limited  
Exchange Plaza, 5th Floor,  
Plot No. C/1, G-Block  
Bandra-Kurla Complex,  
Bandra (E), Mumbai - 400 051  
(NSE Symbol: AGI)

Dear Sir/Madam,

#### **Sub: Investors' Presentation-Q4 FY 2021-2022**

In continuation to our earlier letter dated 12<sup>th</sup> May, 2022 and pursuant to Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, please find enclosed herewith the copy of Investors' Presentation on the Audited Financial Results of the Company for the fourth quarter and year ended 31<sup>st</sup> March, 2022.

Investors' Presentation will also be available on the website of the Company i.e. [www.hsilgroup.com](http://www.hsilgroup.com).

You are requested to take the enclosed document on your record.

Thanking you,

For AGI Greenpac Limited (formerly known as HSIL Limited)

  
(Pulkit Bhasin)

Company Secretary

Name: Pulkit Bhasin  
Address: 301-302, 3<sup>rd</sup> Floor, Park Centra, Sector-30, Gurugram-122001  
Membership No.: 27686

Encl: As above



[www.hsilgroup.com](http://www.hsilgroup.com)

## Earnings Presentation

Q4 FY2022

607

**Accelerating Ambitions  
Packaging Excellence**

## HSIL Limited is now AGI Greenpac Limited



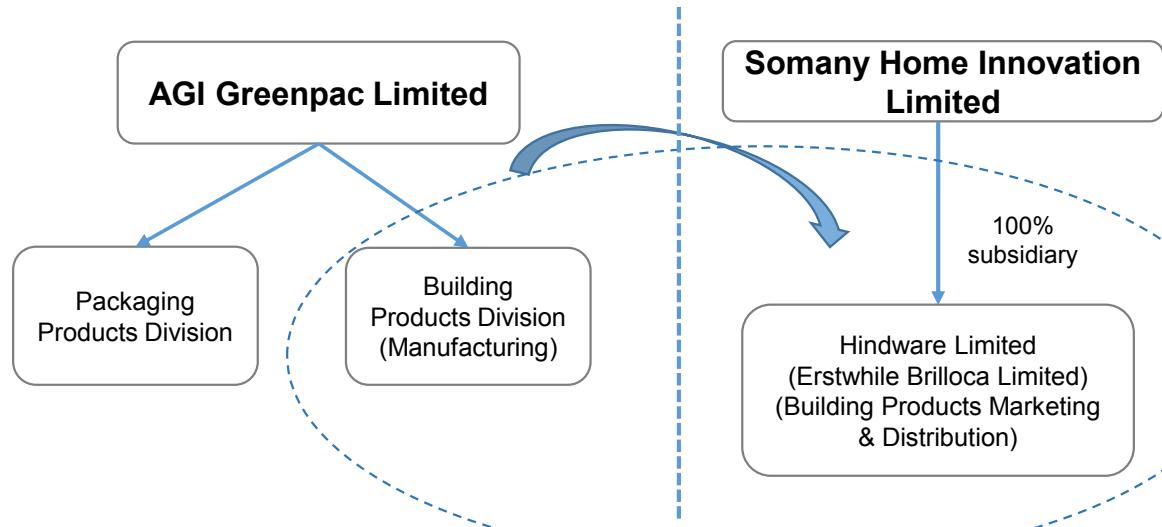
- The new modern logo ties the brand closer to its identity as a sustainable packaging company
- The word Green reflects the company's commitment to offering best-in-class sustainable packaging solutions that have a positive impact on our environment
- The Green Leaf represents the company's focus on adopting sustainable best practices. It is the company's promise to put sustainability at the core of day-to-day business operations



# AGI Greenpac Limited (formerly HSIL Limited) Transforms to a Focused Packaging Products Company



## Slump Sale of Building Products Division is effective#



- Total Slump Sale Consideration ~ ₹700 Crore#
- As of 31st March 2022, ₹ 109 Crore received as advance under slump sale and balance slump sale consideration is being paid post 31st March 2022
  - To be utilized to reduce borrowings
- Profit from Slump Sale ~ ₹58 Crore

#The slump sale transaction consummated effective closing business hours of 31st March 2022.

The agreed closing date adjustments till 31st March 2022 is completed and accordingly slump sale consideration has been arrived ~ ₹700 Crore instead of ~ ₹630 Crore



## Q4 & FY2022 Performance Highlights



AGI Greenpac records best results ever. Strong Growth in both, Revenue and Net Profits

### Q4 FY2022 Performance Highlights

#### Revenue from Operations

**₹711 crore**

Q4 FY21 : ₹633 crore



12% Y-o-Y

#### Profit After Tax

**₹128 crore**

Q4 FY21 : ₹33 crore



286% Y-o-Y

### FY2022 Performance Highlights

#### Revenue from Operations

**₹2,312 crore**

FY21 : ₹1,853 crore



25% Y-o-Y

#### Profit After Tax

**₹193 crore**

FY21 : ₹88 crore



120% Y-o-Y

Board of Directors has recommended final dividend of Rs. 5 per share, payout of 250% on face value



Note: All margins are calculated on Total Income



# FY2022 Performance

## AGI Greenpac is now a focused Packaging Products Company



### Continuing Operations

#### Total Income

**₹1,473 crore**

FY21 : ₹1,274 crore



**15.7% Y-o-Y**

#### EBITDA

**₹307**

FY21 : ₹280 crore



**9.5% Y-o-Y**

Margins : **20.8%**

#### Profit Before Tax

**₹179 crore**

FY21 : ₹153 crore



**17.2% Y-o-Y**

Margins : **12.1%**

#### Interest Coverage Ratio

**10.9 x**

FY21 : 8.5 x

**Discontinued Operations**  
Building Products Division

Revenue  
**₹881 crore**  
FY21 : ₹593 crore

Profit before Tax  
**₹20 crore**  
FY21 : ₹(38) crore



Note: All margins are calculated on Total Income

## Q4 FY2022 Performance Highlights

### Continuing Operations

**Total Income**  
**₹453 crore**  
 Q4 FY21 : ₹419 crore



**8.2%**  
Y-o-Y

**EBITDA**  
**₹93 crore**  
 Q4 FY21 : ₹88 crore



**5.1%**  
Y-o-Y  
**Margins : 20.5%**

**Profit Before Tax**  
**₹57 crore**  
 FY21 : ₹55 crore



**3.6%**  
Y-o-Y  
**Margins : 12.6%**

*Discontinued Operations*  
Building Products Division

**Revenue**  
**₹279 crore**  
 Q4FY21 : ₹216 crore

**Profit before Tax**  
**₹33 crore**  
 Q4FY21 : ₹1.4 crore

Note: All margins are calculated on Total Income



## Vice Chairman and Managing Director Message



**Commenting on the recent performance, Mr. Sandip Somany, Vice Chairman and Managing Director of AGI Greenpac Limited**

:

*"Our packaging products business continues to deliver revenue growth, driven by increased demand for glass packaging from key end-user industries and the company has been able to maintain a strong EBITDA margin profile despite the sharp jump in commodity & fuel prices and inflation. This is a testament to the underlying sustainable business model that we have built over the years."*

*We enter the fiscal year with confidence of delivering sustainable growth and remain the most profitable glass packaging products company in India."*



The company started trial production of its greenfield plant in Bhongir, Telangana manufacturing specialty glass for high-value industries such as perfumery, cosmetics, high-end liquor, and pharmaceuticals including vials. The plant has a capacity of manufacturing 154 tonnes of glass.



## Q4 FY2022 Performance Highlights



### Packaging Products (*Continuing Operations*)

#### Key Highlights :

- Our Glass container business continues to see strong traction owing to improved realizations, better product mix, and increased sales volume
- Despite strong headwinds from the rising input material & fuel costs. The company has been able to maintain its strong EBITDA margins profile due to its ability to use multiple fuels and pass-through certain costs to customers
- Successfully produced and dispatched AGI's Glaspac first direct shipment to the USA Market
- Commissioned AGI Specialty Glass, 154 TPD Furnace
- Received SADEX/SMETA certification for Pet Bottles & Products Dharwad Plant
- AGI Glaspac Hyderabad & Bhongir Plant Were Awarded Silver For Commitment To Excellence In EHS Practices in CII-SR EHS Excellence Awards 2021
- AGI Glaspac, glass containers business, is Certified as “Great Place To Work” in January 2022, by the Great Place to Work Institute, India



## Financial Performance – Continuing Operations

(₹ in crore)	Q4		Y-o-Y Growth (%)	Q3 FY2022	Q-o-Q Growth (%)	Full Year		Y-o-Y Growth (%)
	FY2022	FY2021				FY2022	FY2021	
Income from Operations	432	417	3.5%	396	9.1%	1,430	1,260	13.5%
Other Income	21	2	1183.7%	3	581.4%	43	14	205.0%
Total Income	453	419	8.2%	399	13.6%	1,473	1,274	15.7%
EBITDA	93	88	5.1%	81	14.5%	307	280	9.5%
Margins (%)	20.5%	21.1%		20.3%		20.8%	22.0%	
EBIT	65	65	1.0%	53	22.4%	207	186	11.4%
Margins (%)	14.4%	15.5%		13.4%		14.0%	14.6%	
Profit Before Exceptional items and Tax	57	55	3.6%	46	23.6%	179	153	17.2%
Margins (%)	12.6%	13.2%		11.6%		12.1%	12.0%	
Net Profit from Continuing Operations	38	34	10.8%	29	29.8%	116	115	1.4%
Margin (%)	8.4%	8.2%		7.3%		7.9%	9.0%	
EPS from Continuing Operations (in ₹)	5.87	5.30	10.8%	4.52	29.8%	17.99	17.74	1.4%

Notes:

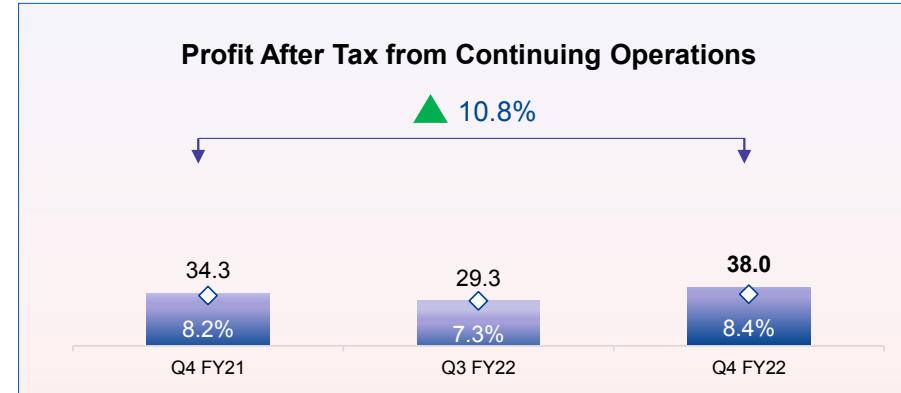
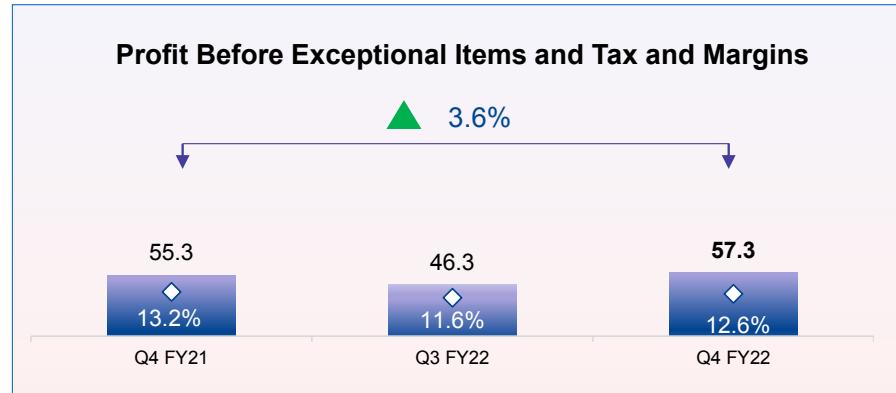
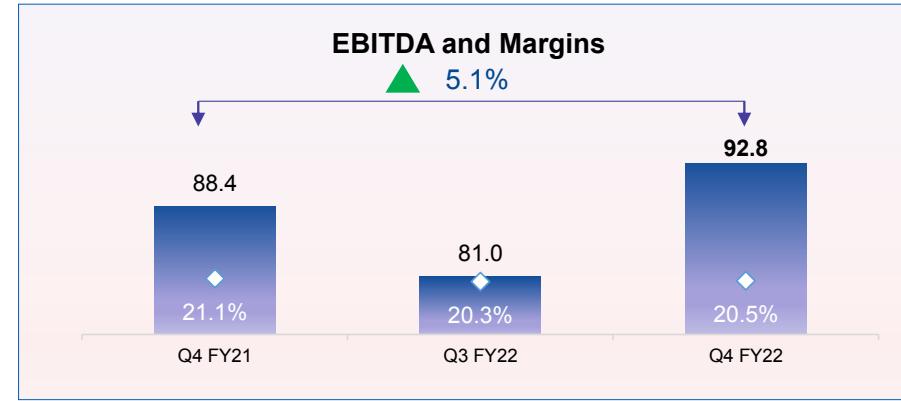
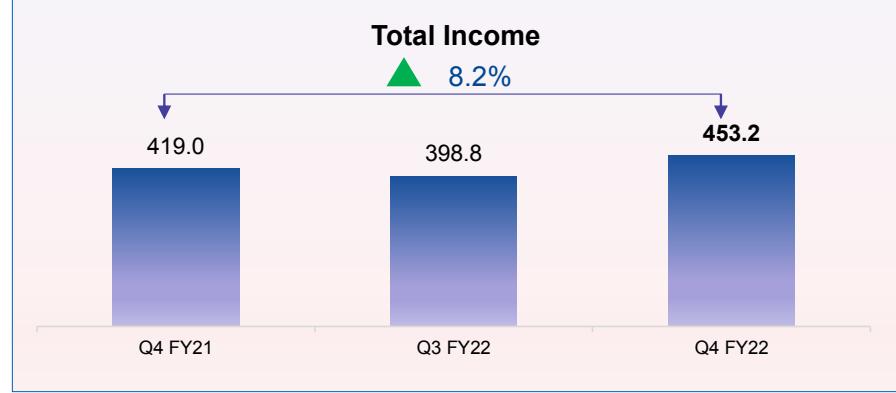
1. All margins are calculated on Total Income



# Financial Performance Trend (Quarterly, Continuing Operations)

**AGI Greenpac continues maintain strong EBITDA margins despite sharp jump in input and fuel costs**

(₹ in crore)

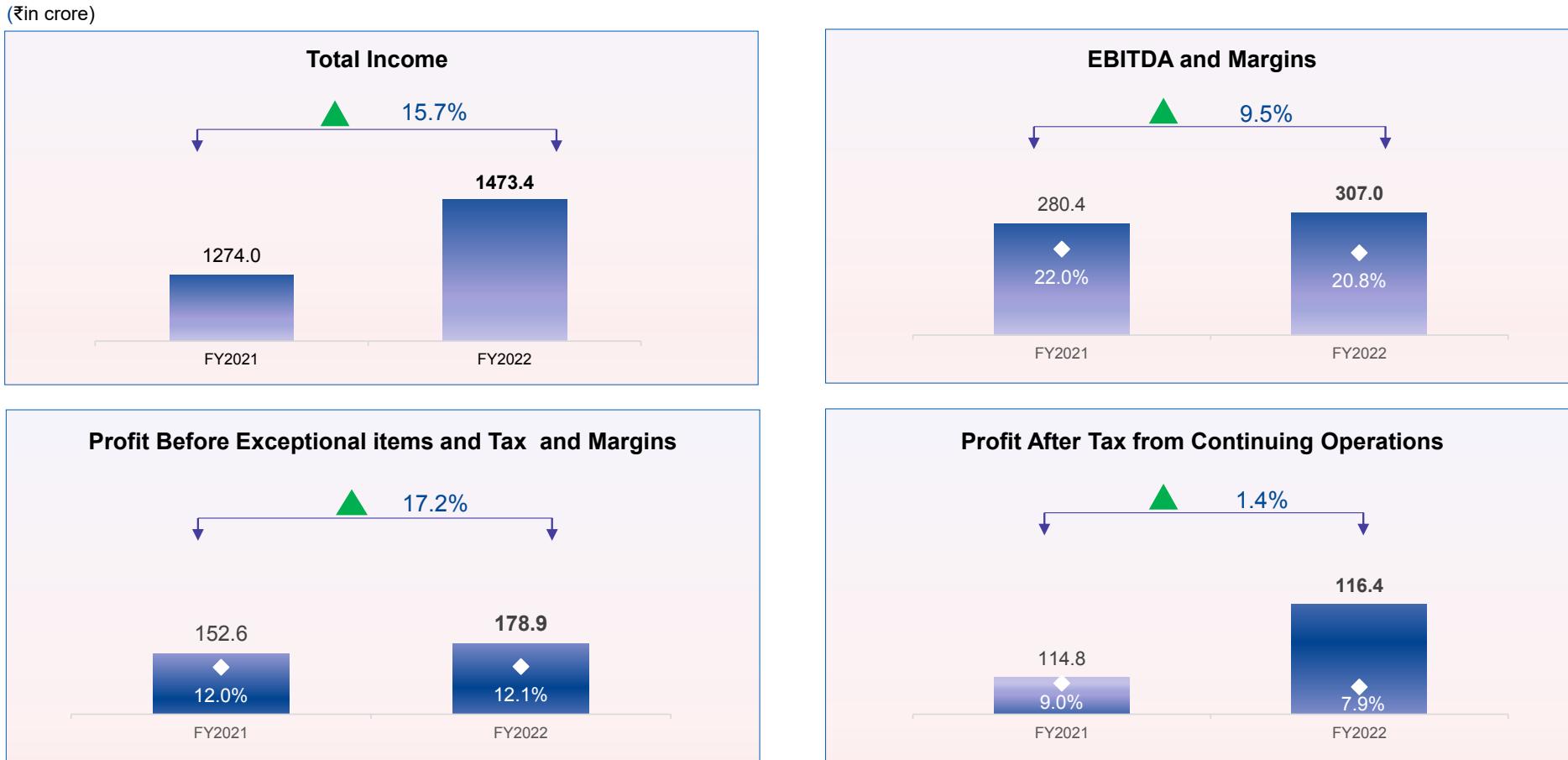


Notes:

- Graphs shows Packaging Business Trends i.e. Continuing Business Operations
- All margins are calculated on Total Income



## Financial Performance Trend (Annual, Continuing Operations)



Notes: 1. All margins are calculated on Total Income

1. Adjusted PAT is calculated after adjusting income tax writebacks of ₹14.7 crore in FY2021

2. \*The Exceptional Items (Income) for the quarter and year ended 31st March 2022 of Rs.58.01 crore is on account of profit on Slump Sale of BPD Undertaking.



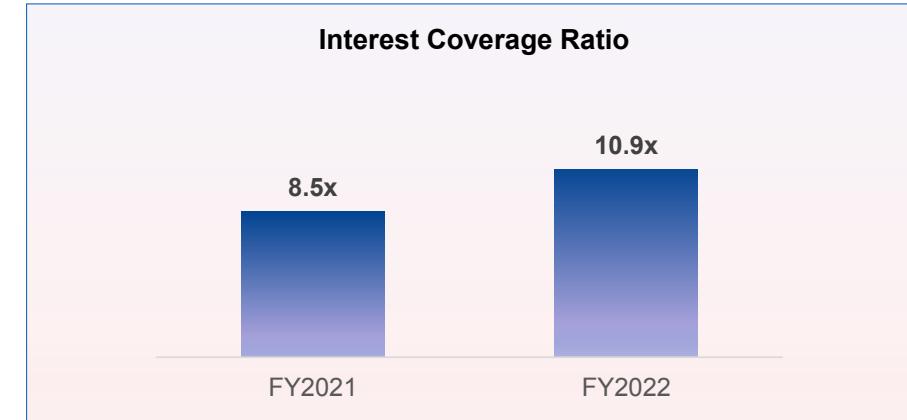
## Capital Structure – Strengthened Balance Sheet

**Balance Sheet**

(₹in crore)	Mar-21	Mar-22
Long Term Debt	675.4	863.7
Short Term Debt	220.5	298.7
<b>Total Debt*</b>	<b>895.9</b>	<b>1,162.4</b>
Less: Cash & Cash Equivalents	23.4	58.6
<b>Net Debt</b>	<b>872.5</b>	<b>1,103.8</b>
Total Equity	1,233.6	1,392.1
<b>Net Debt/Equity</b>	<b>0.71x</b>	<b>0.79x</b>

CARE A+; Stable Outlook  
Long Term Debt

CARE A1+  
Short Term Debt



\*As of 31st March 2022, ₹ 109 Crore received as advance under slump sale and balance slump sale consideration is being paid post 31<sup>st</sup> March 2022 . To be utilized to reduce borrowings



# Company Overview



# Packaging Products – Glass



## Leader and Most Profitable Glass Packaging Products Company in India

**26+**  
Years

Expanded capacity from 154 tonnes to **1,754 tonnes** per day over last twenty-six years

**1,754**  
Tonnes per day

2<sup>nd</sup> largest glass container manufacturing capacity in India. Operates from 3 plants situated in Telangana including the newly commissioned specialty glass manufacturing plant

**~20%**  
Market Share

~20% market share in Indian organized glass packaging industry

**500+**  
Institutional Clients

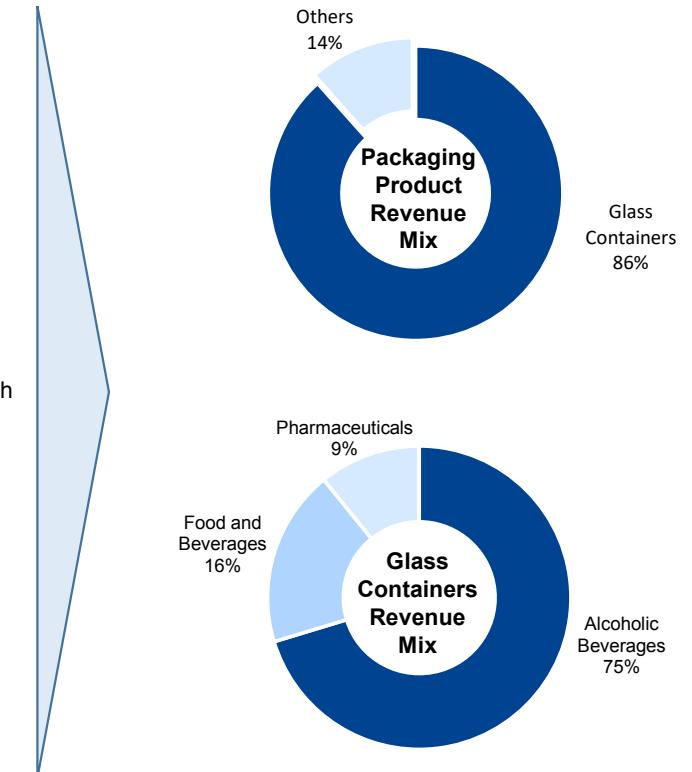
Strong relationship with end customers with selected pass through arrangements

**~85%**  
Capacity Utilization

Improving capacity utilization as compared to last year due to macro-economic environment revival

**1,222**  
FY2022 Sales ₹crore

85% contribution to FY2022 total sales



\* All information as of FY2022



## Packaging Products – Our Customers

Diversified institutional clients across industries




## Packaging Products – Our Customers

Diversified institutional clients across industries



# Emerging Trends Driving Glass Packaging Industry



**1**

## Economic Growth Recovery

- Major macro-economic indicators are on a fast recovery track driving demand for packaged food and beverage products
- Glass is one of the most preferred materials for the packaging of premium food, beverages, pharmaceuticals, and personal care products
- Shift towards sustainable packaging resulting in growing demand for glass packaging

**3**

## Market Formalisation

- Movement from informal to formal sector driven by advances in glass technology to manufacture lightweight glass containers
- Consolidation in the Glass industry will lead to higher growth opportunities

**2**

## Evolving Consumer Behavior due to Covid-19

- Glass Containers industry is poised to grow with accelerated adoption of e-commerce which is expected to fuel demand for industry
- Consumer preference shifting towards quality, safety and premiumization of products
- Benefits of glass packaging and recycling strongly resonates with new age consumers

**4**

## Emerging Industry Leader

- AGI Greenpac is a leading player in Glass packaging in India:
- Customer Centric Products and Serviceability as core business principle
- Strong financial performance with high operating profit margins, backed by state of the art manufacturing capabilities



# AGI Greenpac Industry Growth Drivers



**AGI Greenpac growth dynamics are fully aligned with the fundamental underlying growth profile of its customers**

## AGI Greenpac Growth Drivers

India container Glass market is expected to grow at 6-7% CAGR over 2021-2026



Growing consumption of spirits and beer resulting in increased demand for glass bottles



Higher usage of glass packaging in Food & Beverage industry



Growth of Cosmetic and Perfume Glass Packaging market owing to premiumisation of the segments

## Alcoholic Beverages



### Market Size and Growth:

- Liquor segment is growing at a CAGR of 8-9%
- Beer market is expected to grow at 9-10% between FY2022-27

### Growth Drivers:

- Growing preference for spirits
- Increasing disposable income resulting in higher spending on alcoholic beverages
- Expanding beer market including craft beers

## Pharmaceuticals



### Market Size and Growth :

- India's pharmaceutical market was valued at US\$ 42 billion in 2021, and is projected to reach US\$ 120-130 billion by 2030.

### Growth Drivers:

- Growing infrastructure and support from government to make India a global leader in drug manufacturing
- Increasing private investment Government initiatives

## Food and Soft Drink



### Market Size and Growth :

- FMCG market is expected to grow at 14-15% between 2020-25.

### Growth Drivers:

- Evolving consumer preferences, rising income & growing rural opportunity
- Rural slowdown has bottomed out, demand is expected to stabilize

## Cosmetic & Perfume



### Market Size and Growth :

- The India Cosmetics Market is expected to grow at a CAGR of 16.39% through FY2026 to reach USD 28985.33 Million.
- The fragrance market in India is exoected to expand at a CAGR of ~15.93%, from its 2019 value of INR 66.58 Bn.

### Growth Drivers:

- Changes in shopping preferences
- Greater inclination of the youth towards skincare and other grooming products



# Sustainability a Core Pillar of Growth Strategy

**AGI Greenpac is committed in adopting and investing in environment friendly technology and initiatives  
Aim to build a long-term sustainable business for all stakeholders**

## Green Building Design

As a corporate Policy, IGBC certified Green building concept will be considered for all upcoming project. Aiming for platinum rated "Green Building" for 154 TPD project. Only organization in the Indian Container Glass Industry to have installed ESP (Electrostatic Precipitator) in furnace, to reduce carbon emission, in both the plants.

## Light Saving Building Design

Designed all facilities, especially shop floors to ensure no artificial lighting is required during daytime & LED lighting is extensively used replacing conventional HPSV/ fluorescent lamps

## Renewable Energy

Increasing share of renewable power in overall energy consumption, with the help of on-site rooftop solar power plants installations of 2.1 MW at Bhongir and 1MW at Hyderabad.

In Process of installing Solar Power 1MW Rooftop at Speciality Glass Plant and additional 2 MW Rooftop Solar plant at Motinagar Plant.

Installed on grid solar power plant with Capacity of 250 KW in unit 2 and planned 200 KW in Dharwad unit 1. Evaluating more solar power for Dharwad and Isnapur.

## Environment Friendly Certified Manufacturing Process

DMF – Quality Assurance for supply to US pharmaceutical market. ISO 14001:2015 – Environment Management System. OHSAS 18001: 2007 Occupational Health and Safety Management System. FSSC 22000 – Food Safety System. ISO 9001:2008 and 2015 – Quality Management System. ISO 15378:2011 and 2017 – Quality Management System to provide primary packaging material for medicinal products.

## Waste Treatment

Effluent and Sewage treatment plants installed, and waste generated while processing is almost 100% recycled by regrinding and reprocessing New Cullet Sorting Machine commissioned at Bhongir, Cullet Quality have improved with a possibility to increase the usage of cullet in the furnace from 35% to 45%.

Started Using Bio-D Master batch (Biodegradable product) in select SKU's

## Environment-friendly Product

Greendrop Glassware - Promoting 'glass packaging' which is environment-friendly product as an alternative to single-use plastic

Helps in attracting and engaging with ESG conscious institutional clients

Cost saving owing to usage of natural light and energy saving equipments

Increased efficiency and productivity

High morale among stakeholders – clients and employees

Sustainable businesses



## Board of Directors and Leadership Team

**56% of the Board is Independent**

**Experienced senior management team with dedicated executives to professionally manage business operations**

### Board of Directors

- **Mr. Nand Gopal Khaitan** (Independent Director)  
Attorney-at-Law and a Notary Public appointed by the Government of India
- **Mr. Vijay Kumar Bhandari** (Independent Director)  
Fellow Chartered Accountant with over 39 years of experience in the Banking Industry
- **Mr. Anil Wadhwa** (Independent Director)  
Ex-Member of the Indian Foreign Services. Served as Indian Ambassador to Poland, Lithuania, Sultanate of Oman, Thailand, Italy and San Marino over the course of 38 years
- **Ms Himalyani Gupta** (Independent Director)  
Advocate with over 31 years of experience Standing Counsel for the Union of India in the Hon'ble Supreme Court of India
- **Mr. Rakesh Sarin** (Independent Director)  
43 years of experience in the field of distributed energy, policy advocacy and development of large renewable energy platform
- **Ms. Sumita Somany** (Non-Executive Non-Independent Director)  
Over a decade of experience in the retail industry
- **Mr. Girdhari Lal Sultania** (Non-Executive Non-Independent Director)  
Fellow Chartered Accountant, Fellow Company Secretary and consultant by profession



**Dr. Rajendra Kumar Somany**  
Chairman And Managing Director



**Mr. Sandip Somany**  
Vice-Chairman And Managing Director



**Mr. Sandeep Sikka**  
Group CFO



**Mr. RB Kabra**  
President and CEO,  
Building Products  
(Transferred to Hindware Limited  
with effect from 1<sup>st</sup> April 2022)



**Mr. Rajesh Khosla**  
President and CEO,  
AGI Glaspac and Garden Polymers



**Mr. Om Prakash Pandey**  
Chief Financial Officer



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# **AGI GREENPAC LIMITED**

(Formerly Known as HSIL Limited)

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CIN: L51433WB1960PLC024539

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## **NEAPS/BSE ONLINE**

## **ANNEXURE-**

**6<sup>th</sup> August, 2022**

**The Corporate Relationship Department**

**BSE Limited**

**Phiroze Jeejeebhoy Towers,**

**1<sup>st</sup> Floor, New Trading Ring**

**Rotunda, Dalal Street,**

**Mumbai – 400001**

**(BSE Scrip Code: 500187)**

**Listing Department**

**National Stock Exchange of India Limited**

**Plot No. C/1, Block-G**

**Exchange Plaza, 5<sup>th</sup>Floor,**

**Bandra Kurla Complex, Bandra (E),**

**Mumbai – 400051**

**(NSE Symbol: AGI)**

Dear Sir/Madam,

**Sub: Transcript of the Earnings Conference Call held on 1<sup>st</sup> August, 2022**

Pursuant to Regulation 30 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, please find enclosed herewith the transcript of the Earnings Conference Call held on Monday, 1<sup>st</sup> August, 2022 to discuss the financial results for the first quarter ended 30<sup>th</sup> June, 2022.

The aforesaid transcript is also available on the website of the Company and can be accessed by clicking at the link as mentioned below:

<https://bit.ly/3zXMEMV>

You are requested to take the above information on your record.

**For AGI Greenpac Limited (Formerly known as HSIL Limited)**



(Pulkit Bhasin)

**Company Secretary**

**Name: Pulkit Bhasin**

**Address: 301-302, Park Centra, Sector-30, Gurugram-122001**

**Membership No.: 27686**

Encl.: As above



**AGI Greenpac Limited**  
*(Formerly known as HSIL Limited)*

Q1 FY2023 Earnings Conference Call

August 1, 2022

**MANAGEMENT: MR. RAJESH KHOSLA - PRESIDENT & CHIEF EXECUTIVE OFFICER**

**MR. OM PRAKASH PANDEY- CHIEF FINANCIAL OFFICER**

**MR. SANDEEP SIKKA - GROUP CHIEF FINANCIAL OFFICER**



*AGI Greenpac Limited  
August 1, 2022*

**Moderator:** Ladies and gentlemen good day and welcome to Q1 FY2023 Earnings Conference Call of AGI Greenpac Limited (formally known as HSIL Limited). As a reminder, all participant lines will be in the listen-only mode and there will be an opportunity for you to ask questions after the presentation concludes. Should you need assistance during the conference call, please signal an operator by pressing '\*' then '0' on your touchtone phone. Please note that this conference is being recorded. I now hand the conference over to Mr. Ravi Gothwal from Churchgate Partners. Thank you and over to you, Sir!

**Ravi Gothwal:** Thank you Jacob. Good evening everyone and we welcome all the participants to AGI Greenpac Limited formally known as HSIL Limited Q1 FY2023 Earnings Call. Joining us today from the management side, we have Mr. Om Prakash Pandey - Chief Financial Officer, Mr. Rajesh Khosla - President & CEO, Mr. Sandeep Sikka - Group Chief Financial Officer.

Before we begin, I would like to remind all the participants that some of the statements or comments made on today's call may be forward-looking in nature. These may include but are not necessarily limited to financial projections or other statements of the company's business plan. The company disclaims any obligation to update these forward-looking statements to reflect future events or developments. Kindly refer to slide #15 of the presentation for a detailed disclaimer. Now I will hand over the call to Mr. Om Prakash Pandey Chief Financial Officer for his opening remarks. Thank you and over to you, Sir!

**Om Prakash Pandey:** Good evening everyone and welcome to AGI Greenpac's Q1 FY2023 earnings call. We have already circulated our earnings presentation, which is available on our website as well as the stock exchange website. I am sure you would have gone through the presentation and we would be happy to take any question afterwards.

As you all may be aware of, we completed divestment of Building Product division in our last financial quarter. AGI Greenpac now has only one business division, which is packaging products. Therefore all the numbers and comparative figure that we are going to highlight pertains to packaging product business.

Now talking about the first quarter, I am happy to announce that we have begun the year on optimistic note with strong quarterly performance. In Q1 FY2023, the company has delivered a strong performance and reported revenue from operations of Rs. 522 Crores compared to the previous Rs. 293 Crores in the same quarter last year, registering a stellar growth of 77.7% on a year-on-year basis. Sales growth was primarily due to better realization and increase in glass container packaging volumes supported by robust demand from beer and liquor industries.



*AGI Greenpac Limited  
August 1, 2022*

The company has delivered an EBITDA of Rs.92 Crores registering a growth of 57.1% on year-on-year basis and continues to maintain strong EBITDA margin of 17.6% despite the substantial increase in fuel and other input material prices during the period. The margin were driven by higher sale, better product mix, and inherent operation efficiency present in the manufacturing plant. Net profit stood at Rs.66 Crores compared to Rs.18 Crores in Q1 FY2022, a growth of 257.5% on year-on-year basis with a margin of 12.6%. The Company has a net debt position of Rs.782 Crores at the end of June 2022. Now I would hand over the call to Mr Khosla to talk about Packaging Product Division performance.

**Rajesh Khosla:** Thank you, Mr. Pandey. In Q1 FY2023, we delivered the great performance on back of strong rebound in demand from the key user industry. The revenue growth was supported by increase in demand from the beer, liquor industry and other allied industries contributed to our revenues in this quarter. The rise in out of home consumption and reduction in taxes by some state government also contributed to the growth along with passing of increased commodity prices to the consumer.

The company delivered growth on both year-on-year and sequential basis driven by sustainable demand, revival and favorable macro economics factor. Glass container capacity utilization during the quarter was 94% as compared to 89% in the same quarter last year and 93% in the previous quarter. We have already begun trial production of our Greenfield specialty glass facility of 154 TPD manufacturing unit at Bhongir Telangana and we will commence the commercial production in Q2 FY2023 onwards. I am further pleased to announce that AGI has forayed into the export markets of European Union, Canada, South Africa for its niche product. With the clear strategic roadmap ahead of us, we are confident in delivering sustainable growth and creating a long-term value for our shareholders. Thank you very much and we are now ready to take the questions.

**Moderator:** Thank you very much. We will now begin the question-and-answer session. The first is from the line of AM Lodha from Sanmati Consultants. Please go ahead.

**AM Lodha:** Good afternoon gentlemen. Congratulations for good set of number this quarter also. I have got three questions. The other income element in March 2022 of Rs. 21 Crores and 33 lakhs, which is not in this quarter. Can you tell us what is the nature of the other income in March 2022 of Rs. 21.33 Crores.

**Sandeep Sikka:** We get number of subsidies from the state government. One of the subsidies we get when we set up the plant is SGST refund, if you see the notes to the March 2022 financials account explains there was a odd income, which was credited because we do it this is reasonable certainty, so we got some refunds from the government on account

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August 1, 2022*

of local sales made and that was in March 2022, the other income, main component was that.

**AM Lodha:** We are about to commence the production in the new plant in this quarter; will we get the subsidy on this plant also?

**Sandeep Sikka:** We will get subsidy, but it takes lot of time.

**AM Lodha:** That is alright because these subsidy belongs to our old plant.

**Sandeep Sikka:** This is for the old investment, which we have 4-5 years back.

**AM Lodha:** My second question power and fuel expenses have gone up steeply to Rs.19 Crores to Rs.23 Crores in this quarter, what will be the reason for such steep jump in the power and fuel and what steps the company is taking like green energy, solar to contain the power cost.

**Sandeep Sikka:** If you see this process, it is fairly fuel-intensive process because what we do is we use raw material or the broken glasses which we call as cullet and then melt it using the fuel. As you would recall that almost all the fuel prices have almost doubled in the last 6 to 7 months, but we have a flexibility to use various kind of fuels. I will request from Mr. Khosla to just elaborate on what are the enablements we have and how we are doing this process more efficient internally.

**Rajesh Khosla:** The price of fuel and power in Q1 of financial year has already gone up. It has gone up by one rupee per unit and these are being regulated by the state government and we have to follow with that and regarding the fuel part, it is a well known phenomena all over the world that the fuel prices are just jumping sky rocketing everywhere and these fuel prices are directly linked with the crude prices and crude prices are directly linked with the geo political situation, which is arising all over the world. Because of these reasons prices have gone up, so what we are doing in that case: Number one is green energy what you are talking about. Yes we are already doing a lot of green energy almost 18.5 mega watt of solar electricity is being produced by us and we are doing much more but we have some regulations of the state government where we cannot pass that and we are constantly in touch with the state government to permit us for the further use of the green energy and once we get the permission we will be able to do it.

Regarding the overall fuel prices to be controlled a lot of things are happening where the energy audit and other things are being done where we are trying to reduce the consumption of energy by moving more efficient and more productive manner that is ongoing exercise and that is the part of the operation excellence, which we are doing it regularly and that is the reason we are able to sustain with our numbers.



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August 1, 2022*

**AM Lodha:** My last question, then I will join the queue. I got three more questions. Have we received the full consideration from Hindware Home Innovation Limited for Rs.700 Crores.

**Sandeep Sikka:** Some part is still pending around Rs.90 Crores. What had happened since most of the LC is for procurement of raw material and other things were open as on the effective date so there is settlement procedure under the agreement, which is being done and some land parcel of plants to be transferred so pending that we expect that within next 30 to 60 days another Rs.90 Crores should flow from Hindware Limited to AGI Greenpac so that the full settlement happens for the transaction.

**AM Lodha:** In this connection this time in presentation, we have not given that figure. In last presentation, the gross debt and net debt figure had been given in the presentation so as per the indication in the last con call, the total loan book of the company would have been Rs. 560 or Rs.570 odd Crores something after getting the money from Hindware Home Innovation Limited, but what I could guess from the opening of con call, the loan book is more 700 Crores. Can you put some light on it?

**Sandeep Sikka:** It is Rs.782 Crores. As I said we will get Rs.90 Crores more so it will go around Rs.700 Crores so also to consider that we are currently undergoing an expansion plan and the money is being spent on the expansion plan there in both in terms of rebuilding and expanding the capacity, what we do is we use long term loans for the long-term purpose,. Accordingly, that debt component has slightly increased and the terms loan disbursements have also happened during the quarter.

**AM Lodha:** Thank you I will rejoin the queue.

**Moderator:** Thank you. The next question is from the line of Nikhil Gada from Abakkus AMC. Please go ahead.

**Nikhil Gada:** Thanks for the opportunity and congrats on a very great set of numbers. First question is could you breakup this growth into how much would be the volume and how much will be the value growth please.

**Sandeep Sikka:** Basically if you see we got various price hikes during the quarter. Price hikes, which we have got based on the input price increases range from customer to customer, but this in a range of Rs.3000 to Rs.5000 per tonne, but it is not that all the benefit has accrued during the entire quarter, so when you see the overall price benefit which is coming to us is around odd 5 to 6% and overall volume is around 12 to 13% which overall revenue number grew by 18% which means that in this current quarter based on the price increases some impact, the positive impact of increase realization you will also see during the Q2 of the current financial year.



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**Nikhil Gada:** Understood, when you say 18% you are saying the sequential from 4Q to Q1.

**Sandeep Sikka:** Quarter on quarter.

**Nikhil Gada:** Quarter on quarter; 5% to 6% would have been the value as in the price hike and 12 to 13% would be the volume growth. I understood.

**Sandeep Sikka:** I am saying for the glass.

**Nikhil Gada:** Got it and that is like close to 90% of the total revenues. Understood. Just continuing on that now since we are close to now full utilization in this capacity and the debottlenecking that we are planning I am assuming it would be in the glass itself, so how much more capacity can we sort of gain from this.

**Rajesh Khosla:** You mean to say in the quarter what we are mentioning, how much capacity has been added up or how much debottlenecking has been added up or what will be there in the future so what is the question.

**Sandeep Sikka:** Are you talking about the future opportunity available on the expansion is that the question.

**Moderator:** We have lost the line for the participant. We move to the next question. The next question is from the line of Vivek Gautam from GS Investment. Please go ahead.

**Vivek Gautam:** I just wanted to know why is the ROC of our company so low and for large number of years and what can be done to improve it number one and is it our sort of sunset industry because of that valuation given to our sector is also quite low and there was related party transaction is that that impacting our price running and valuation. Real estate something is still lying with us and how is the opportunity size for us.

**Sandeep Sikka:** The first question which you are asking why is the ROC low. If you see glass is a very capital-intensive procedure, although today we are the most profitable company in terms of container glass because of our internal efficiencies, which we have been to build over last five to six years, but still the glass furnaces require proper maintenance and you need to continuously repair them, rebuild them.

One reason why you are seeing ROC slightly down because we have recently invested around Rs.250 Crores into 154 tonne speciality glass furnace, for which the benefits are yet to come to the P&L, so this furnace is under trial run production and the benefits will improve over a period of time. Apart from this, there are some additional expansion, which is being done as we talk about 100 tonnes per capacity debottlenecking is being done so there is a capital work in progress, these are the



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reasons where in the ROC is right now under pressure slightly, but as you move forward you see the EBITDA margins are in very good trajectory, so we feel that ROCs should improve over a period of time.

Second question as far as the related-party transaction, almost majority of the related party transaction wherein, we initially had the manufacturing plants of building products, which we sold out to Hindware and has been divested. Today major related-party transaction is at certain land and building, which we have not transferred because of their intrinsic values. We are taking rentals, but these rentals have been approved and they are based on third party evaluation. They are on arm length basis. They have been duly approved by the shareholders of both the companies, so there is not much other related-party transaction as of March 2022. Now going forward, they will be very less.

**Vivek Gautam:** I believe our plant is running at a very high capacity and the biggest plant, which is also on the block is running at a very high capacity so do not we have the pricing power to have a decent margin, decent ROC with our customers or the competition intensity is too tough and more and more players are coming in wherein we are not able to take the price hike and pricing power.

**Rajesh Khosla:** Let me explain you about the pricing power in the glass industry. Number one, glass is one of the packaging materials. We have the alternate packing material also for example cans, PET, Tetra Pak and besides others, so beyond a point if the things are being stretched on the pricing part then probably there is a chance that glass can transfer back to the PET or any other packaging material that is one part.

Second is majority of our glass packaging materials goes to the liquor industry and liquor industry is a regulated industry where the pricing power is not at all there and the government decides the pricing power of that, so there is a big constraint with the customers that whenever there is an increase in the cost or in the price, we are not able to pass on to the customers to their consumers I mean to say that is another thing.

Third is there are lot of dormant capacities which are available all across India; dormant capacities which are not viable. Beyond a point if the things are being stretched, immediately those dormant capacities will become active and once they become active then they will be permanently active or semi-permanently active. They cannot die down just like that, so all those factors are to be considered when the pricing is being considered or decided or being passed on to the customers.

**Vivek Gautam:** How much investment we require again for making the glass furnaces after average tenure and before than that and how much can the ROC equal to and how much can be the growth rate also in the sector depending and how is the opportunity size.



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**Sandeep Sikka:** On the glass side, we can reach high ROCE. We have plastic business and security caps and closure business, PET business, plastic business where again the ROC are low but on the glass side we can definitely get 18% plus ROCE going forward and with the investment into high end furnaces which will sell premium product. We further feel that it should move from 18 to 20 over next few more years.

**Vivek Gautam:** Opportunity size for us? How much in India and exports any positive things happening to India export story or China plus one story.

**Rajesh Khosla:** Yes, there are lot of opportunities which are there, but problem is every opportunity whatever is coming out or being countered by so many global factors for example the growth opportunity or the export opportunity against China has come up, but the freight rates have skyrocketed and they are diluting this opportunity. Then comes the other thing for example the opportunities in Europe are very limited because Europe being a compact country where the local transportation is much lower than the ocean transportation, so there these opportunities are diluted there so we have already assessed. Our export department are continuously assessing about that opportunities. Yes there are opportunity, which exist in America and that already people are doing it. In my address in fact I said that we have started exporting in a reasonable manner to Canada, America, and some other countries, so these opportunities are already there. In India, the local transportation is also very high and that is also restricting the opportunity. The Ministry of Transportation is working out, how to make ease of doing business and to make other cost comparatively as compared to China, so once these factors will start coming in our favor, the export opportunities will grow up more and more and we are in center of the land, we are not port-based company, so local transportation also plays a very big role, which comes out to be almost Rs.5000 a tonne and today it comes out to be almost 16 to 17% of the price that is the reason.

**Vivek Gautam:** Okay Sir. Thank you.

**Moderator:** Thank you. The next question is from the line of Nikhil Gada from Abakkus AMC. Please go ahead.

**Nikhil Gada:** What would be the capex and how much capacity expansion would happen because of the debottlenecking?

**Sandeep Sikka:** On the debottlenecking side, the total planned capex is odd Rs.100 Crores and there is a rebuild cost also, which is around Rs. 60 to Rs. 65 Crores, which we will spend in terms of both rebuilding and making the furnace on a new basis and doing 100 tonnes expansion on this. **With which now the overall capacity on the container glass right now it is 1600 tonnes per day will go to 1700 tonnes per day and another 154 tonnes high end furnace will come so that will make it 1854 tonnes per day.** Once the



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commercial operation on 154 tonnes also starts which we are expecting in another three to four months.

**Nikhil Gada:** Understood Sir and for this debottlenecking, how many days we will have to keep the plant shut.

**Rajesh Khosla:** Almost 90 days.

**Nikhil Gada:** When are we planning to do this.

**Rajesh Khosla:** Maybe early next financial year.

**Nikhil Gada:** Next financial year, early. Okay understood. The peak capacity that we can achieve is 100% over here.

**Rajesh Khosla:** It can be 103%.

**Nikhil Gada:** 103% okay understood. My second question is on the gross margin front, you know now that we are looking at like-to-like comparison last year 1Q, if my numbers are not wrong we did close to around 80% gross margins and this year it is around 68% so this 12% drop if you can help explain, I mean what has really increased the soda ash prices or the sand prices if you can help why the impact has been so large.

**Sandeep Sikka:** In all the input prices material have undergone a change Nikhil. As you know, the fuel price which used to be of 15% is now running at around 25% to 26%. Similar soda ash prices which last year was almost let us say Rs.20 a kilo is now available at Rs.40 a kilogram, so when you read percentages it will give to a higher %. We run our operations based on overall EBITDA per tonne and the focus is on that. It is not that when the raw material prices double, the absolute margins will double so all this ratio will show the abnormality of numerator and denominator.

**Nikhil Gada:** Understood. In case of when we look at 4Q number as well. Sorry to just get into the percentage terms again, but we are still seeing some amount of decline and when we have taken the price hikes, I assumed that it would have taken care of some of this RM inflations so just coming from that point.

**Sandeep Sikka:** Majority of the price hikes have happened in Q1 of this financial year not the last. The Q4 in fact has the price increase has happened and after that we started negotiating with our customers and after the lap of two to three months, we started getting upward price increases.



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- Nikhil Gada:** Okay, in that context if you could help me with a just a full year perspective; let us say for FY2023 now that first quarter is done and we have taken some amount of price hikes, is it fair to say that the last year's margin we could better than, it was around 18.5% on EBITDA level?
- Sandeep Sikka:** We should be around the level, but again percentages are abnormal because as I told you when the input prices increases, the customer does not give a percentage to sales and discussion happen on Rupees per tonne of glass made
- Rajesh Khosla:** And secondly in such a situation when there is an exponentially increase in costs, which is simply which is once in a lifetime type of scenario, there, we have protected our margins at the first instance and rather than looking to the percentage, because the dominator of the whole calculation is changed now and in these circumstances, it will be very important to stabilize the market if we are able to pass on the costs, that is a good sign.
- Nikhil Gada:** Understood, and just a couple of questions more. Firstly since we are starting this specialty glass plant in Q2 or at the end of Q2, we have not booked any revenues per se right in the specialty business?
- O.P. Pandey:** Yes we have not booked any revenue from it.
- Nikhil Gada:** Understood, then on the export strategy specifically, you mentioned about it, but is this largely going to be for our core glass container portfolio or we are mainly looking at it from the specialty glass plant?
- Rajesh Khosla:** No. We are looking for a sustainable portfolio because we have already put our footprints all around the world. We were not exporting for the sake of exporting in any country at any price. We are just picking up the markets, which are sustainable and there it makes sense for us on a long-term basis. That is the reason you might have seen that our export percentage is not very large purposely. There is a local demand and we have to cater to our local demand at the first instance and export is only the balance quantity, but looking to the opportunities, which are available so we are putting and catering to these markets which are on sustainable business. Regarding 154 tonnes, yes the opportunities are much more in 154 tonnes as a percentage of the total business and presently once the things get stabilized much more is about to come.
- Nikhil Gada:** Understood. This specific call out in this quarter regarding the export strategy, I mean because our capacities are already largely at peak utilization, so just wanted to understand from that perspective. If something has changed in the export market the reason we are sort of exploring it now and is it going to be better than what we make in domestic in terms of margins just on that perspective?



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**Rajesh Khosla:**

These are very short things, which are there. Say for example like today because of the Ukraine war, there are some capacities which has gone off because of the limited availability of the gas there are some plants which have been stopped there so there are some opportunities which are coming as a spot opportunity and some opportunities which are coming on a long-term opportunity. So catering spot opportunities with the spot prices, which are you can exploit the situation and there are long-term opportunities which you have to make it on a stabilized basis, so both strategies are very different and both the targets are very different. We are doing in the best interest of the company and working out with all business strategies, which can maximize our revenues and profitability.

**Nikhil Gada:**

Understood and lastly two questions bookkeeping if I can ask please. Then on this capex cost of the debottlenecking Rs.150 Crores to Rs.160 Crores, is this going to be largely debt funded or there is some internal accruals which will be used for this?

**Sandeep Sikka:**

As a method of discipline, what we do is generally if the capex is there, we take a long-term loan of around 70% to 75% of the total capex, so this helps us maintain a good financial discipline that any long-term investment which is to be done has to be funded by long-term debt at any particular time, but most of our loans they have a prepayment clause and like with a slump sale we just prepaid the debt without incurring prepayment penalties, so this gives us a good discipline. Any surplus, which is generated is parked in working capital which is there so which goes an unutilized working capital.

**Nikhil Gada:**

Second on the tax expense, so now we will completely shifted to the new regimen right so now we will see 25% tax rate?

**Sandeep Sikka:**

Yes 22% plus 1% surcharge.

**Nikhil Gada:**

That will be all from my side. Thank you for answering all my questions.

**Moderator:**

Thank you. The next question is from the line of Darshil Jhaveri from Crown Capital. Please go ahead.

**Darshil Jhaveri:**

Congratulations on a good set of numbers. I just wanted to ask with the new capacity coming, how much additional revenue will that be able to generate? What are we planning in terms of capacity utilization in this year and next year? How will this scale up?

**Rajesh Khosla:**

Regarding the capacity utilization for the new expansion debottlenecking that will be close to 100 tonnes per day that can generate the topline of close to Rs.90 Crores over



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the year and regarding 154 tonnes furnace, we hope that we will have close to around Rs.250 Crores to Rs.260 Crores of business on an annualized basis.

**Darshil Jhaveri:** That is for this year or peak utilization?

**Rajesh Khosla:** I am saying annualized basis so the day we start going for commercial production and commercial sale talking from that perspective.

**Darshil Jhaveri:** Thank you and the next year for the debottlenecking till keep the operations shut for 90 days, so how much will that impact the revenue next year?

**Rajesh Khosla:** Our 90 days if the operation is shut down, practically the furnace is around 325 tonnes, so 325 tonnes furnace and 100 tonnes of the capacity will be added up so practically it will be scaling of both the things together.

**Sandeep Sikka:** Generally what happens, during this rebuilding time, although there is some loss of turnover, but majority we have inventory in our stocks; we plan our inventory and we dilute our inventories also during this interim period, so the customer service ability is kept on.

**Darshil Jhaveri:** Thank you so much and thanks for answering my questions. All the best.

**Moderator:** Thank you. The next question is from the line of Pushkar Jain from Sequent Investments. Please go ahead.

**Pushkar Jain:** Congratulations on a good set of numbers and my question is you partly answered it what is the asset turn for the new capacity that we are having for Rs.260 Crores topline that has been generated? How much we would have invested for capacity?

**Sandeep Sikka:** It is almost one time 154 tonnes furnace with an investment of about Rs.260 Crores should lead to one time the turnover.

**Pushkar Jain:** Okay, it is more in line with our existing asset turn?

**Sandeep Sikka:** Yes, but the absolute EBITDA per tonne is higher here.

**Pushkar Jain:** Okay thanks.

**Moderator:** Thank you. The next question is from the line of Zaki Nasser an Individual Investor. Please go ahead.

**Zaki Nasser:** Congrats on a phenomenal topline growth at least for this quarter. I have a couple of questions. Would this kind of topline be sustainable for the year in addition to whatever



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six months of operation for the new furnace; that is my question number one. In terms of gas pricing, do you think this quarter would be our peak fuel cost?

**Rajesh Khosla:** Okay first is the topline, whether it is sustainable or not or if I put it mathematically you mean to say this topline can be multiplied by four on an annualized basis or not am I right.

**Zaki Nasser:** Yes.

**Rajesh Khosla:** As on this quarter, we are moving as per our budgeted numbers and the budgeted numbers suggest us that we will be able to sustain this topline throughout the year, so there is no issue at all. There is a seasonality effect, but that will be taken care in the subsequent other quarters, so rest assured I think if everything goes normal we will be able to sustain these numbers. Number two is what I have not understood properly.

**Zaki Nasser:** Number two is gas pricing? Our fuel prices of Rs.126 Crores in the quarter and we have furnace where which can be shifted from actual gas to may be some other fuels as the management as said, so do you think this Rs.126 Crores would go down from here or how do you feel the fuel cost will pan out?

**Rajesh Khosla:** The question is interesting but I think it is beyond my capacity to answer this because the forecasting of the fuel is beyond anybody's imagination as many multiples are there.

**Zaki Nasser:** At least can I just rephrase the question. In terms of how is our gas price what we consumed linked with the international gas prices or whatever the Government of India announces on April 1 and October 1?

**Rajesh Khosla:** Unfortunately, all the companies which are dealing in gas or fuel, they are government run companies. They do not arrive with any logics at least which is known to us. They announce the prices. They do not arrive at the price. They announce the prices and you can very well and after the announcement we have no other choice except to work out our internal efficiency, internal productivity, which we are doing it continuously. I hope so, it is anybody's guess which is beyond the corporate forecasting. I hope everything should remain same. That is our wishful thing, but if somebody says forecasting it is beyond anybody capacity to do it.

**Zaki Nasser:** We are supposed to receive the rents from Somany Homes to the tune of Rs.29 Crores. How will this be accounted on a quarterly basis or at the end of the year?

**Sandeep Sikka:** It is not Rs.29 Crores. It is around Rs.21 Crores to Rs.22 Crores for the year and if you see the segmental results, so we are showing the values.



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- Zaki Nasser:** On a quarterly basis?
- Sandeep Sikka:** The rent is on a quarterly basis.
- Zaki Nasser:** Interesting and last time we announced a furnace shut down was in August sometime last year I guess, but as told by you although our production was affected the sales were not affected because as you just explained we had inventory buildup, so I guess the next furnace shut down will we have the same kind of a scenario hopefully?
- Sandeep Sikka:** Can you just repeat your question please. We just lost the voice in between.
- Zaki Nasser:** Last time we had a furnace shutdown, although our production was affected our sales for that was not affected. The next shutdown which we are going to take do you hope that the same kind of thing repeats are inventory will take care of our sales?
- Rajesh Khosla:** Yes we hope so because our budgeted numbers they are as per that, though we were able to reduce our inventory substantially in this quarter those numbers may not be exactly same. It may be a little bit here and there.
- Zaki Nasser:** Okay fantastic and by the end of this year hopefully that 154 tonnes plant will be fully operational. Next year on the current year what kind of growth do you project going on 2023 to 2024?
- Sandeep Sikka:** The growth will come from two factors. One is the product mix improvement, which we are continuously doing. Our focus is to move more into the high end. 154 tonnes furnace will yield the turnover which is there. We have already stated the quantum. We will have additional 100 tonnes per day once that additional capacity also comes up, so these are the key three core drivers which we can envisage for over next 18 to 24 months, which will help us grow the business and also improve the margins.
- Zaki Nasser:** Fantastic thank you and if I might ask the last question. I read a kind of an article saying AGI is one of the three bidders for the Hindusthan National Glass Plant, not going into the nitty-gritty and when do you think this process will be completed and the result known for this?
- Sandeep Sikka:** These are processes under NCLT and unfortunately we are bound by the confidentiality clauses under the whole process, so it is very difficult for us to comment anything on this. My apologies for that.
- Zaki Nasser:** Thanks a lot and best of luck for the year.



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**Moderator:** Thank you. The next question is from the line of Keshav from RakSan Investors. Please go ahead.

**Keshav:** For higher value products, what would be the target markets for us going forward?

**Sandeep Sikka:** For 154 tonnes?

**Keshav:** Yes.

**Rajesh Khosla:** 154-tonnes is primarily for cosmetic, perfumery, high-end foods, high-end pharmaceutical, and high-end liquor industry, so the market for these products are available in domestic as well as exports. If you talk about the exports for example like perfumery and cosmetic out of India, the major market is in Europe. If you talk about high-end liquor the major market is in USA. If you talk pharmaceuticals the major market is still within India and if we are talking about other things like food and all the market is spread out all over the world, so all those markets will be tapped as per the requirement going forward. It all depends upon what type of avenues and what kind of pockets are being opened to us.

**Keshav:** Sure. If we take a five-year horizon, what would be your aspirational product mix in terms of alcohol versus other industries?

**Rajesh Khosla:** Since in a glass industry, we have an opportunity to change over from one product to the other very conveniently. As far as aspiration is concerned, we want a good basket of all the products together, but besides our aspiration it also depends upon what type of market the things will open up.

In India, the market is more from alcoholic beverages industry. They are very skewed. They are close to around 75% of the market in the alcohol segment, but the same market in the West Country or the developed country is slightly less. It is close to around 50% or even less than 50%. We look forward that once the GDP of the country grows and India becomes 5 trillion market, so obviously there are other segments which are going to open up because of the increase in the purchasing power of the people besides the alcohol, so obviously we will go by the flow and we will be tapping all those markets which are yet to come up. As far as attractiveness of the market is concerned, it is purely on demand and supply, which can be spotted out on the spot basis only rather than here, but our aspiration is for a healthy growth should be spread out evenly in all the segments.

**Keshav:** Sure. If we look two to three years back, have we seen any demand shifting from HNG to us? Have we gained market share there?



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**Rajesh Khosla:** Indian glass market because of the glass typical business, they have to operate at close to their capacities otherwise it becomes very inefficient operations and glass market demand and supply is very, very poised, and it is a very localized market also where geography plays a very important role. We have been supplying to our customers which are in our catchment area and things have been according to that, but yes once HNG is on a different route probably yes there may be some customers, which may like to shift the demand there and there but more or less it is a very well stabilized market, which are being served by the regional players, so I do not think so much of the things shifting here and there.

**Keshav:** Lastly, you had mentioned about the EBITDA per tonne being higher for the new furnace, so what kind of value add we would be achieving from it, if we compare it the earlier furnaces?

**Sandeep Sikka:** If you see today our average price realization on the container glass are around Rs. 33,000 to Rs.35,000 per tonne, so in these high-end furnaces, our target is that we should get around Rs.60,000 per tonne plus, which right now with the trial runs, which we are doing the average is coming in that range around Rs.55,000 per tonne to Rs.60,000 per tonnes, so the target is that as we build the business over a period of time this should go beyond Rs.60,000 per tonne.

**Keshav:** Is it a function of the furnace or is it the function of the application areas we are getting into? Is it enabling you to get into better products higher-value products?

**Rajesh Khosla:** It is combined for example, let me say in case of liquor, we initially supplied from a normal furnace also and we also supplied from the specialty furnace also. Specialty furnace has their own demand and their own realization and own EBITDA and a normal furnace of their own. The same thing is in the foods. The same thing is the pharmaceuticals, so there is a segment and within the segment specialty glasses have their own market share segment.

**Keshav:** Sure, that is all from me Sir. Thank you and all the best.

**Moderator:** Thank you. The next question is from the line of Binod Modi from Sharekhan. Please go ahead.

**Binod Modi:** Thank you for the opportunity. My questions pertain to depreciation amount. Can you share how much depreciation we would have booked in this quarter from our new 154 TPD plant?

**Sandeep Sikka:** Rs.10 Crores to Rs.12 Crores per annum.



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- Binod Modi:** Why I am asking this question; I remember in previous quarter you had mentioned that your depreciation amount would be lower by Rs.30 Crores to Rs.35 Crores from this fiscal but looking at Rs.29 Crores kind of depreciation it does not look like that is why I was asking this question?
- Sandeep Sikka:** You are comparing continued operation to the discontinued operation.
- Binod Modi:** Yes.
- Sandeep Sikka:** There is a depreciation in this continued operation so that needs to be checked.
- Binod Modi:** Fine. My second question pertains to margin. Given the fact that you have already taken price hike in the previous quarters and in addition to that you will have volume flowing from high margin this specialty glass side, so given all these things you still maintain that the margin would be by and large to the extent of 18% to 18.5% of last year, so any sense on that? Can there be any sort of surprise can be seen going forward?
- Sandeep Sikka:** We have already discussed that the margins should remain same.
- Binod Modi:** Okay fine and my last question; given the fact that you are also spending in organically. Let us say even if you are looking for inorganic expansion going forward, as a company level what kind of debt EBITDA you are working on at the end of this scenario that is what my question?
- Sandeep Sikka:** That depends on what is an opportunity and how much the incremental benefit is out of the same, but our intent is always that the company should be adequately leveraged also. It is not that the company should not be leveraged because the cost of debt on a pretax basis is still less than 7%, so it creates a lot of opportunity for us as such, so ideally the leverage debt to EBITDA should be around three times or less than that.
- Binod Modi:** Thanks a lot.
- Moderator:** Thank you. The next question is from the line of Vivek Gautam from GS Investment. Please go ahead.
- Vivek Gautam:** Although you are participating in the bid, but I believe the biggest player in the glass sector is HNG, which is on the glass side, so what were the reasons and what does it tell on the sector?
- Sandeep Sikka:** I could not understand your question clearly.



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**Vivek Gautam:** If the leader of a company of the biggest player of the sector goes into liquidation on NCLT, just wanted to understand the reason behind it?

**Sandeep Sikka:** The overall sector is doing good as such, but if one company is not doing we cannot talk about that particular company as such.

**Vivek Gautam:** A positive impact on the sector post consolidation and post NCLT decision and can it help be positive change for the sector and our company?

**Sandeep Sikka:** This is difficult for us to comment on this. Our apologies because this question has many elements, which are bound by confidentiality so it is difficult for us to answer my apologies for the same.

**Vivek Gautam:** The raw material, freight and everything is at the peak currently and they should correct from here and what positive impact can it have for us in terms of margins. Gas, I believe the prices are very, very high, but they should come down from here from peak size?

**Sandeep Sikka:** The increase in the input raw materials like fuel and other things have been steep over the last six months. Our in-house we wish that it should get slightly ironed out now, but again it depends on the number of macroeconomic global factors like fuel price will still be gone by what is happening in Europe. The other raw material again depends on how the freight cost behaves globally, so the view is that right now the thing should stabilize for some time and that is the view for the next six to nine months, after which we have to see and evolve. Nobody can make a guess out of it. It will be a very wild guess whether the commodity prices will get down or move up and how the whole global economic factors will merge from here.

**Vivek Gautam:** Freight I believe has started already coming down.

**Sandeep Sikka:** Yes. It has slightly dipped.

**Rajesh Khosla:** The freight cost is up so one of the factors is the fuel prices or the oil prices. If the oil prices become stable, so freight will automatically get stabilized and neutralized I hope so.

**Vivek Gautam:** Thank you.

**Moderator:** Thank you. As there are no further questions, I would now like to hand the conference back over to the management for closing comments.



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**Sandeep Sikka:** I would like to thank everybody who joined us on the call today. I hope we have been able to answer your queries wherever we could. Some of the questions we could not answer because of certain confidentiality that is one excuse we will take. Other than that thank you very much.

**Moderator:** Thank you. On behalf of AGI Greenpac Limited that concludes this conference. Thank you for joining us and you may now disconnect your lines.

Notes:

1. This transcript has been edited for readability and does not purport to be a verbatim record of the proceedings
2. Figures have been rounded off for convenience and ease of reference
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# ANNEXURE-H(COLLY)

## HINDUSTHAN NATIONAL GLASS & INDUSTRIES LTD.

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CIN - L26109WB1946PLC013294



SEC/SE/334

23<sup>rd</sup> May, 2023

1. The Dy. Manager (Listing)

**BSE LIMITED**

Phiroze Jeejeebhoy Towers,  
Dalal Street, Mumbai 400 023

**(Scrip Code: 515145)**

2. The Manager, Listing Department

**National Stock Exchange of India Ltd.,**  
Exchange Plaza, Bandra Kurla Complex,  
Bandra (E), Mumbai 400 051

**(Scrip Code: HINDNATGLS)**

3. The Secretary

**The Calcutta Stock Exchange Ltd.,**  
7, Lyons range, Kolkata-700 001  
**(Scrip Code: 10018003)**

Dear Sir(s)/Madam,

Sub: **Outcome of the Board Meeting held on 23<sup>rd</sup> May, 2023 and disclosures under Regulation 30 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 read with till date amendments**

This is to inform you that the Directors of the Company at their meeting held with the Resolution Professional today, i.e. 23<sup>rd</sup> May, 2023, *inter-alia*, have considered and approved the following matters:-

- o The Audited Standalone Financial Results of the Company for the Financial Year ended 31<sup>st</sup> March, 2023.
- o The Appointment of Shri Babulal Patni, Practicing Company as Secretarial Auditor of the Company for the FY 2023-24.

The Audited Standalone Financial Results of the Company for the Financial Year ended 31<sup>st</sup> March, 2023 as per Regulation 33(3) of SEBI (Listing Obligation and Disclosure Requirement) Regulations, 2015 alongwith the Auditors' Report and Statement on impact of Audit Qualification, duly approved by the Directors and taken on record by the Resolution Professional on recommendation of Audit Committee are enclosed for your ready reference.





## HINDUSTHAN NATIONAL GLASS & INDUSTRIES LTD.

Registered Office : 2, Red Cross Place, Post Box : 2722, Kolkata - 700 001, India

Tel. : 2254 3100, Fax : (91) (33) 2254 3130

E-mail : hngkol@hngil.com, Website : www.hngil.com

CIN - L26109WB1946PLC013294



The Audited Financial Results shall be published in the newspapers as per Regulation 47(1) of SEBI (Listing Obligation and Disclosure Requirements) Regulation, 2015 and would be available on the website of the Company [www.hngil.com](http://www.hngil.com).

The meeting commenced at 2.38 P.M. and concluded at 6.00 P.M.

This is for your information and records.

Thanking you,

Yours faithfully,

**For Hindusthan National Glass & Industries Limited**

**(Alok Taparia)**

**Authorised Signatory**

Encl: as above



**HINDUSTHAN NATIONAL GLASS & INDUSTRIES LIMITED**  
**REGISTERED OFFICE: 2 RED CROSS PLACE, KOLKATA - 700001**  
**CIN: L26109WB1946PLC013294**

**STATEMENT OF AUDITED FINANCIAL RESULTS FOR THE QUARTER & YEAR ENDED MARCH 31, 2023**

(₹ In Lakhs)

Particulars	3 Months Ended			Year Ended	
	31-03-2023	31-12-2022	31-03-2022	31-03-2023	31-03-2022
	Audited	Unaudited	Audited	Audited	
<b>Income</b>					
I. Revenue from operations	66,147.17	58,945.63	59,235.94	2,45,735.39	2,08,714.72
II. Other income	290.84	444.24	659.19	1,398.49	3,390.63
<b>III. Total Income (I+II)</b>	<b>66,438.01</b>	<b>59,389.87</b>	<b>59,895.13</b>	<b>2,47,133.88</b>	<b>2,12,105.35</b>
<b>Expenses</b>					
Cost of materials consumed	22,658.41	21,712.36	24,565.09	97,490.77	75,972.19
Changes in inventories of finished goods and work-in-progress	(588.69)	638.38	4,092.84	2,155.69	(1,568.41)
Employee benefits expense	6,674.41	4,969.42	5,479.42	21,977.83	21,231.25
Power and fuel expense	24,014.14	22,442.72	25,029.02	1,04,183.86	90,897.30
Finance costs	1,493.82	167.81	413.70	2,733.63	12,039.54
Depreciation and amortization expenses	2,326.61	2,458.36	2,936.17	10,630.97	11,899.57
Other expenses	7,943.65	7,765.16	9,456.55	31,250.81	36,486.08
<b>IV. Total expenses</b>	<b>64,522.35</b>	<b>60,154.21</b>	<b>71,972.79</b>	<b>2,70,423.56</b>	<b>2,46,957.52</b>
<b>V. Profit/(Loss) before tax (III-IV)</b>	<b>1,915.66</b>	<b>(764.34)</b>	<b>(12,077.66)</b>	<b>(23,289.68)</b>	<b>(34,852.17)</b>
<b>VI. Tax expense:</b>					
(1) Current Tax	-	-	-	-	-
(2) Deferred Tax	42.54	-	-	42.54	-
(3) Income Tax for Earlier Years	-	-	-	-	0.17
<b>Total Tax expense</b>	<b>42.54</b>	<b>-</b>	<b>-</b>	<b>42.54</b>	<b>0.17</b>
<b>VII. Profit/(Loss) for the period/year after Tax (V-VI)</b>	<b>1,873.12</b>	<b>(764.34)</b>	<b>(12,077.66)</b>	<b>(23,332.22)</b>	<b>(34,852.34)</b>
<b>VIII. Other comprehensive income</b>					
<b>Items that will not be reclassified to profit or loss</b>					
Re-measurement gains/ (losses) on defined benefit plans	(455.29)	105.95	636.26	(136.34)	425.27
Income tax relating to the above	42.54	-	-	42.54	-
<b>Total Other Comprehensive Income for the period/year</b>	<b>(412.75)</b>	<b>105.95</b>	<b>636.26</b>	<b>(93.80)</b>	<b>425.27</b>
<b>IX. Total Comprehensive Income (comprising of Profit/(Loss) and other comprehensive income for the period/year) (VII + VIII)</b>	<b>1,460.37</b>	<b>(658.39)</b>	<b>(11,441.40)</b>	<b>(23,426.02)</b>	<b>(34,427.07)</b>
Paid-up equity share capital (face value per share ₹ 2/-)	1,791.07	1,791.07	1,791.07	1,791.07	1,791.07
Other equity				(1,01,553.92)	(78,427.00)
<b>X. Earnings per equity share (EPS)</b>					
(1) Basic & Diluted (not annualised for Quarterly figures)	2.09	(0.85)	(13.49)	(26.05)	(38.92)

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STATEMENT OF ASSETS AND LIABILITIES		₹ In Lakhs	
Particulars		Audited As at 31-03-2023	Audited As at 31-03-2022
<b>ASSETS</b>			
<b>1. Non-Current Assets</b>			
(a) Property, Plant and Equipment		1,58,412.16	1,63,400.83
(b) Capital Work-in-Progress		2,405.25	8,309.60
(c) Right-of-use Assets		4,735.68	4,801.26
(d) Other Intangible Assets		0.24	0.40
(e) Financial Assets			
(i) Investments		131.66	119.88
(ii) Other Financial Assets		7,956.26	7,552.03
(f) Other Non-Current Assets		608.02	651.01
		<b>1,74,249.27</b>	<b>1,84,835.01</b>
<b>Current assets</b>			
(a) Inventories		42,516.29	42,409.35
(b) Financial Assets			
(i) Investments			
(i) Trade Receivables		29,961.42	34,661.94
(ii) Cash and Cash Equivalents		21,287.53	15,861.94
(iii) Bank Balances other than Cash and Cash Equivalents		1,203.65	1,199.98
(iv) Other Financial Assets		652.98	966.88
(c) Current Tax Assets (Net)		595.10	399.51
(d) Other Current Assets		13,903.51	13,900.24
		<b>1,10,120.48</b>	<b>1,09,399.84</b>
<b>Total Assets</b>		<b>2,84,369.75</b>	<b>2,94,234.85</b>
<b>EQUITY AND LIABILITIES</b>			
<b>Equity</b>			
(a) Equity Share Capital		1,791.07	1,791.07
(b) Other Equity		(1,01,553.92)	(78,426.69)
		<b>(99,762.85)</b>	<b>(76,635.62)</b>
<b>LIABILITIES</b>			
<b>1. Non-Current Liabilities</b>			
(a) Financial Liabilities			
(i) Borrowings		-	14,574.51
(ii) Lease Liabilities		3.75	3.74
(iii) Other Financial Liabilities		31.00	368.67
(b) Provisions		1,594.70	3,203.31
(c) Deferred Tax Liabilities (Net)		-	-
(d) Other Non-Current Liabilities		901.86	4,147.14
		<b>2,531.31</b>	<b>22,297.37</b>
<b>2. Current Liabilities</b>			
(a) Financial Liabilities			
(i) Borrowings		2,26,364.70	2,07,925.11
(ii) Lease Liabilities		0.52	0.50
(iii) Trade Payables			
Total Outstanding dues of Micro Enterprises & Small Enterprises		12,211.72	5,476.24
Total Outstanding dues of Creditors Other than Micro Enterprises & Small Enterprises		43,713.94	39,417.65
(iv) Other Financial Liabilities		87,615.96	87,305.96
(b) Current Tax Liability (Net)		94.19	94.19
(c) Other Current Liabilities		8,006.32	8,095.07
(d) Provisions		3,593.94	258.38
		<b>3,81,601.29</b>	<b>3,48,573.10</b>
<b>Total Liabilities</b>		<b>3,84,132.60</b>	<b>3,70,870.47</b>
<b>Total Equity and Liabilities</b>		<b>2,84,369.75</b>	<b>2,94,234.85</b>

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STATEMENT OF CASH FLOW FOR THE YEAR ENDED MARCH 31, 2023		
Particulars	₹ In Lakhs	
	For the Year ended 31st March 2023	For the Year ended 31st March 2022
<b>Cash Flow from Operating activities</b>		
Loss before tax	(23,289.68)	(34,852.18)
<b>Non-cash adjustments to reconcile profit/(loss) before tax to net cash flows</b>		
Depreciation/ Amortisation	10,630.97	11,899.57
Loss/ (profit) on sale/ discard of Property Plant and Equipment/ CWIP	2.78	194.67
Bad Debts and Impairment allowances for trade receivables	72.97	123.80
Interest Income	(306.59)	(286.16)
Fair value (Gain)/Loss in Investment	(11.78)	(2.54)
Notional Interest Income on ICD	(146.34)	(585.37)
Notional Interest Expense on ICD	490.74	433.61
Finance Costs	2,242.89	11,605.93
Liability no longer required written back	(29.37)	(1,388.36)
<b>Operating Cash flow before exceptional items and working capital changes</b>	<b>(10,343.41)</b>	<b>(12,857.03)</b>
<b>Less: exceptional items</b>	<b>-</b>	<b>-</b>
<b>Operating cash flow before working capital changes</b>	<b>(10,343.41)</b>	<b>(12,857.03)</b>
<b>Movement in working capital :</b>		
Increase/(Decrease) in Trade Payables, Other Current Liabilities, Other Current Financial Liabilities and Provisions	11,030.36	20,663.59
Decrease/(Increase) in Trade Receivables	4,627.55	(243.09)
Decrease/(Increase) in Inventories	(106.94)	2,570.94
Decrease/(Increase) in Other Current/Other Non Current Financial Assets and Other Current/ Other Non Current Asset	(88.97)	(5,719.81)
<b>Cash generated from Operations</b>	<b>5,118.59</b>	<b>4,414.60</b>
Direct taxes (paid)/Refunds (net)	(195.59)	4.66
<b>Net Cash Flow from Operating activities (A)</b>	<b>4,923.00</b>	<b>4,419.26</b>
<b>Cash Flow from Investing activities</b>		
Purchase of Property Plant and Equipment, intangible assets, Capital Work in Progress and Capital Advances	389.88	(758.38)
Proceeds from sale of Property Plant and Equipment	4.02	21.34
Proceeds from Treasury Shares	-	958.78
Redemption / (Investment) in bank deposits with maturity more than 3 months	(5.81)	127.12
Interest received	278.20	157.39
Dividend received from Non Current Investments	-	-
<b>Net Cash Flow from/(used in) Investing activities (B)</b>	<b>666.29</b>	<b>506.25</b>
<b>Cash Flow from Financing activities</b>		
Proceeds from borrowings	-	-
Repayment of long term borrowings	(0.00)	(1,331.26)
Net repayment of Short term borrowings	-	(2,901.99)
Interest paid	(163.70)	(256.93)
<b>Net Cash Flow used in Financing activities (C)</b>	<b>(163.70)</b>	<b>(4,490.18)</b>
<b>Net Increase/(decrease) in cash and cash equivalents (A+B+C)</b>	<b>5,425.59</b>	<b>435.33</b>
Cash and cash equivalents at the beginning of the year	15,861.94	15,426.61
<b>Cash and cash equivalents at the end of the year</b>	<b>21,287.53</b>	<b>15,861.94</b>
<b>Components of Cash and Cash Equivalents</b>		
<b>Balances with banks:</b>		
In current accounts	18,281.49	15,854.02
In deposit accounts & Dividend accounts	3,000.00	2.01
Cash in hand	6.04	5.91
<b>Total cash and cash equivalents</b>	<b>21,287.53</b>	<b>15,861.94</b>

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**Notes :**

1 The Hon'ble National Company Law Tribunal (NCLT), Kolkata Bench, vide its order dated October 21, 2021 had admitted the Company for initiation of Corporate Insolvency Resolution Process (CIRP) under the Insolvency and Bankruptcy Code, 2016 (IBC) ("the Code") and appointed Mr Girish Siriram Juneja having Registration no IDBI/IPA-001/IP-P00999/2017-18/11646 as the Interim Resolution Professional. In a appeal filed by the promoters with NCLAT opposing the admission of the Company to Insolvency the Hon'ble NCLAT New Delhi stayed the Constitution of the CoC (Committee of Creditors) by its order dated October 28, 2021. Subsequently NCLAT vide its order dated January 18, 2022 vacated the stay on the formation of COC. Thereafter at the 1st Meeting of the Committee of Creditors of the Company held on January 28, 2022 the evoting results of which concluded on February 9, 2022, the Interim Resolution Professional Mr Girish Siriram Juneja was appointed as the Resolution Professional (RP) and he is being supported in the CIRP by EY Restructuring LLP as the Insolvency Professional Entity.

As per the CIRP timelines, the 180 days of the CIRP period (excluding 82 days of stay period) expired on July 10, 2022. The RP had filed an application for extension with the Hon'ble National Company Law Tribunal, Kolkata Bench seeking an extension of a period of 90 days till October 08, 2022 under Section 12(2) of the Code and the same was approved. RP filed for further extention of a period of 30 days and the same was also approved making the last date of CIRP as November 06, 2022. As per the provision of IBC 2016, the RP had initiated the resolution process for the Company by inviting expression of interest through publication of Form G on March 25, 2022. RP received various Expression of Interests from different applicants and he received resolution plans on July 25, 2022. On October 28, 2022, the resolution plan submitted by AGI Greenpac Limited (AGI) has been approved by the CoC and accordingly, the RP has filed the plan for approval with the Hon'ble NCLT, Kolkata bench on November 05, 2022 which is pending as on date. However, some related applications has been filed with Hon'ble NCLAT, New Delhi, the outcome of same is pending till date.

2 The above financial results which are in accordance with Regulation 33 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 read with SEBI circular dated July 05, 2016, have been prepared by the management, reviewed by the Audit Committee and approved in the meeting of Directors chaired by RP held on May 23, 2023. The RP has relied upon the assistance provided by the members of the Audit Committee in review of the financial results and certifications, representations and statements made by Directors of the Company in relation to these financial results. As authorised, one of the Directors have signed the financial results and the RP has taken on record the said statement of financial results only to the limited extent of discharging the powers of the Board of Directors of the Company which has been conferred upon him in terms of provisions of Section 17 of the Code.

3 The Company has one operating business segment viz. Manufacturing and Selling of Container Glass Bottles and all other activities are incidental to the same.

4 During March 2019 to September 2021, State Bank of India, the lead banker, had appropriated a sum of Rs. 55,002 lakhs out of promoter contribution, internal accruals and the cut back for repayment to the lenders of the consortium. The Company has adjusted the same from the Principal obligation of the debt.

5 During the year, one of the lender has sold the pledged 18,83,204 equity shares of the company held by M/s ACE Trust in which the Company has sole beneficial interest for Rs 298.91 lakhs and the same has been adjusted towards the principal obligation of the debt. As on date an aggregate amount of Rs. 1,716.89 lakhs has been adjusted against principal obligation of debt with credit to Capital reserve.

6 As per the IBC, the RP has received, collated, verified the claims submitted by the creditors of the Company till October 03, 2022. The RP received claims amounting to ₹. 3,54,347 lakhs from Financial Creditors (including ₹. 20,838 lakhs from unsecured financial creditors) and after verification admitted a sum of ₹. 3,54,331 lakhs (including ₹. 20,838 lakhs from unsecured financial creditors) as claims of Financial creditors having books balance of ₹. 3,10,012 lakhs and remaining amount of ₹. 16 lakhs has been rejected. Further, RP has received claims from the varlous classes of operational/ other creditors totalling to ₹. 29,551 lakhs out of which ₹. 5,327 lakhs has been rejected and claims of ₹. 24,224 lakhs has been admitted against the company as per the provisions of IBC 2016. Pending reconciliation of the claims admitted with the books of accounts, the impact of such claims, if any, that may arise has not been considered in the preparation of the aforesaid financial results as on March 31, 2023.

7 The finance cost on borrowing including Non - Convertible Debenture issued by Company has been calculated only till October 21, 2021 (CIRP admission date) and accordingly no further provision including for the quarter and year ended March 31, 2023 has been done.

8 Outstanding ECB borrowing (as per books) of USD 641.27 lakhs as on March 31, 2023 has been reinstated at an exchange rate of Rs 74.7635 per USD being rate as prescribed in www.fbil.org.in as on October 21, 2021 being date of admission for CIRP.

9 In consonance with the stipulations contained in Section 14 of the Code, a moratorium has been declared vide the Order dated October 21, 2021 passed by the Hon'ble NCLT, inter alia, prohibiting the following:

- a. the Institution of suits or continuation of pending suits or proceedings against the Corporate Debtor including execution of any judgement, decree or other 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.

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10 As required by Clause 52(4) of the Listing Obligations and Disclosure Requirements Regulations 2015, given below are the details pertaining to the Company:

Particulars	3 Months Ended			Year Ended	
	31-03-2023	31-12-2022	31-03-2022	31-03-2023	31-03-2022
Net worth (₹. in lakhs)	(1,37,906.20)	(1,30,825.89)	(1,05,964.81)	(1,37,906.20)	(1,05,964.81)
Debt equity ratio*	(2.27)	(2.24)	(2.95)	(2.27)	(2.95)
Debt service coverage ratio (DSCR) (Refer Note 5 above)	-	-	(11.46)	(33.20)	(0.95)
Interest service coverage ratio (ISCR) (Refer Note 7 above)	-	6.05	(35.53)	-	(0.91)
Outstanding Redeemable Preference Share (Quantity & Value)	NA	NA	NA	NA	NA
Capital Redemption Reserve/Debenture Redemption Reserve	NA	NA	NA	NA	NA
Net Profit After Tax (₹ in lakhs)	1,873.12	(764.34)	(12,077.66)	(23,332.22)	(34,852.34)
Earning Per Share (in ₹)	2.09	(0.85)	(13.49)	(26.05)	(38.92)
Current Ratio (Current Assets/Current Liabilities)	0.29	0.27	0.31	0.29	0.31
Long Term Debt to Working Capital	(3.54)	(0.78)	(0.88)	(3.54)	(0.88)
Bad Debts to Account Receivable Ratio (Bad Debts/Trade Receivable)	-	-	-	-	0.00
Current Liability Ratio (Current Liabilities/Total Liabilities)	0.99	0.99	0.94	0.99	0.94
Total Debts to Total Assets (Borrowings/Total Assets)	0.80	0.81	0.77	0.80	0.77
Debtors Turnover (Sale of Finished Goods/Average Debtors)	2.13	1.95	1.71	7.59	6.01
Inventory Turnover (Sale of Finished Goods/Average Inventory)	1.55	1.48	1.36	5.77	4.76
Operating Margin (%) ((EBIT and exceptional item less other income)/revenue from operations)	0.05	(0.20)	(0.22)	(0.09)	(0.24)
Net Profit Margin (%) (Net Profit for the period/Revenue from Operations)	0.03	(0.01)	(0.20)	(0.09)	(0.17)

Formula:  
 Debt Equity Ratio = Debt/Equity (\* The Debt Equity Ratio has been shown as negative as the denominator is in negative.)  
 DSCR = Profit before Depreciation, Interest and Tax (PBDIT)/(Interest Expense on Long Term Debt + Principal Repayment pertaining to Long Term Debt)  
 ISCR = PBDIT/Interest Expense  
 Debt = Long Term Borrowings + Short Term Borrowings + Current Maturities of Long Term Borrowings + Lease Liabilities  
 Networth = Total Equity - Revaluation Reserve(Net of Depreciation) - Capital Reserve

11 The Company has been admitted for initiation of CIRP process under the IBC code and accordingly the Company has been granted a moratorium from paying off the debts till the approval of resolution plan. Debentures being part of the same, is no more payable separately.

12 The Company had reported losses during the year as well as in earlier years. Hence, the net worth of the Company has been eroded.

There is strain on the working capital and operations of the Company and it is undergoing significant financial stress. As stated in Note No. 1, CIRP process was initiated in respect of the Company w.e.f October 21, 2021. The Company has assessed that the use of the going concern assumption is appropriate in the circumstances ,pending the CIRP process and these financial results have therefore been prepared on a going concern assumption considering the following :

- a) The Code requires the RP to, among other things, run the Company as a going concern during CIRP.
- b) The RP, in consultation with the Committee of Creditors ('CoC') of the Company, in accordance with the provisions of the IBC, is making all endeavors to run the Company as a going concern along with the assistance of the management of the company considering the future business outlook and the continuity in the operations of the company.
- c) A resolution plan submitted by AGI, one of the bidders, has been accepted by CoC and the same has been submitted to Hon'ble NCLT, Kolkata Bench for its approval.

13 As a part of the CIRP, the RP had appointed BDO India LLP for conducting transaction audit as per section 43, 45, 50 and 66 of the Code. The RP has filed an application under section 66 of the code with the Hon'ble NCLT, Kolkata bench and the matter is pending for decision till this date.

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14 a. The amount repaid to lenders (as mentioned in note no. 4) and/ or recovered by them including executing securities etc. (as mentioned in note no. 5), have been adjusted against principal amount outstanding. The amount payable to the lenders in respect of outstanding amount including interest thereagainst is subject to confirmation and determination and consequential reconciliation thereof pending finalisation of resolution plan by the Hon'ble NCLT, Kolkata Bench as on this date.

b. Certain debit and credit balances including borrowings and interest thereupon, clearing account (other than inter-unit balances), trade and other payables, advance from customers, loans and advances, other current assets and certain other liabilities are subject to reconciliation with individual details and balances and confirmation thereof.

c. There are indicators present in the company both internal and external for impairment testing. During the current year, company has appointed an external agency for impairment and based on the outcome of the report of the external agency, there is no adjustment on account of impairment has been considered necessary.

d. Adjustments/ impact if any, in respect of (a), (b) and (c) above will be recognized on approval of the resolution plan by the Hon'ble NCLT and determination of the amount thereof and will then be given effect to in the books of accounts.

15 In terms of the provisions of regulations 54(2) of SEBI (LODR) Regulation, Non-Convertible Debentures issued to LIC of India are secured by first charge ranking pari-passu on all immovable properties by way of equitable mortgage and hypothecation of all moveable properties both present and future of the Company.

16 Finance Cost for the quarter and year ended March 31, 2023 Includes ₹1,441.79 Lakhs and ₹ 2,083.09 Lakhs respectively provided towards interest to MSME vendors on the basis of the relevant declarations received during the year from the respective vendors regarding their status as defined under the Micro, small and Medium Enterprise Development Act, 2006.

17 The figures for the quarter ended 31st March are the balancing figures between audited figures in respect of the full financial years ended 31st March and the published unaudited year to date figures up to 31st December being the end of the 3rd quarter of the respective financial year, which were subject to limited review by the statutory auditors of the company.

18 Figures of the previous period/year have been regrouped / re-arranged wherever considered necessary to make them comparable with those of current periods' figures.

**For HINDUSTHAN NATIONAL GLASS & INDUSTRIES LIMITED**

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**Sanjay Somany**  
(Director)  
DIN: 00124538  
Date : May 23, 2023  
Place : Rishikesh

**(Power of the Board are suspended from the Insolvency Commencement date)**

**For HINDUSTHAN NATIONAL GLASS & INDUSTRIES LIMITED  
TAKEN ON RECORDS**

  
**Girish Siriram Joneja**  
(Resolution Professional)

Date : May 23, 2023  
Place : Kolkata



**LODHA & CO**  
**2nd Floor, Esplanade Mansion**  
**14, Government Place East, Kolkata**  
**West Bengal 700069**

**J K V S & CO**  
**5A, Nandlal Jew Road**  
**Kolkata – 700026**  
**West Bengal**

## **Independent Auditors' Report**

**The Resolution Professional**  
**Hindusthan National Glass & Industries Limited**  
**(A Company under Corporate Insolvency Resolution Process vide NCLT Order)**  
**IP Registration No.: IBBI/IPA-001/IP-P00999/2017-18/11646**

### **Report on the Audit of the Annual Financial Results**

#### **Qualified Opinion**

We have audited the accompanying statement of financial results ("the Statement") of **HINDUSTHAN NATIONAL GLASS & INDUSTRIES LIMITED** ("the Company") for the quarter and year ended 31<sup>st</sup> March, 2023, attached herewith, being submitted by the Company pursuant to the requirements of Regulation 33 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time (the "Listing Regulations"). The financial results have been initialled by us for the purpose of identification.

In our opinion and to the best of our information and according to the explanations given to us, the Statement:

- i. are presented in accordance with the requirements of Regulations 33 of the Listing Regulations in this regard; and
- ii. except for the possible effects of the matter described in 'Basis for Qualified Opinion' paragraph below, gives a true and fair view in conformity with the applicable accounting standards and other accounting principles generally accepted in India, of the profit/ (loss) (including other comprehensive income) and other financial information of the Company for the quarter and year ended March 31, 2023.

#### **Basis for Qualified Opinion**

Attention is drawn to the followings:

- a) Note No. 12 of the financial results which states that the company has accumulated losses and its net worth has been eroded. The company has incurred net loss during the current year and in the earlier year(s), the company's current liabilities exceed its current assets and the company has a high debt-equity ratio (Debt being Rs. 2,26,368.97 lakhs and Equity being Rs. (99,762.85) lakhs) as at 31st March, 2023, earnings per share is negative. In our opinion, based on the above, the company does not appear to be a going concern. Pending approval of the resolution plan as stated in Note No. 1 of the financial results the status of the Company being going concern and impact arising therefrom as such cannot be commented upon by us.
- b) Pursuant to the initiation of Corporate Insolvency Resolution Process ("CIRP"), RP had appointed Transactional Auditors for conducting the transaction audit as per section 43 to 50 and 66 of the Insolvency and Bankruptcy Code, 2016 (hereinafter referred to as "the Code"). The transaction auditor vide their report dated 9th September, 2022 has identified certain transactions to be classified under section 66 of the Code and accordingly the RP has filed an application under section 66 of the Code with the NCLT, the final decision and outcome thereof as such is pending as on the date. Thereby, future course of action and impact due to this being dependent on the decision of the NCLT presently cannot be commented upon by us.



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- c) Note no. 4 of the financial results, regarding appropriation of payments made by the company during March, 2019 to September, 2021 by the Lead Banker against outstanding loans and adjustment by the management and interest calculations thereon. In the absence of any balance confirmation from the lenders and consequent reconciliation with the outstanding balances, impact thereof, if any, on the reported figures, cannot be ascertained. Also, Refer Note No. 6 of the financial results regarding the pending reconciliations of admitted claims of financial creditors, operational creditors and others with the books of accounts, impact if any that may arise has not been ascertained and/ or considered in the preparation of the financial results for the quarter and year ended 31st March, 2023.
- d) Note no. 7 of the financial results regarding the non-accounting of interest of Rs. 28,639.27 lakhs (Rs. 5,177.27 Lakhs for current quarter) as calculated by the company on outstanding borrowings (including Non-Convertible Debentures) post initiation of Corporate Insolvency Resolution Process ('CIRP') with effect from 21st October, 2021 under Section 14 of the Code.
- e) Note no. 8 of the financial results, the company has restated the ECB borrowings of USD 641.27 lakhs at foreign currency exchange rate of Rs. 74.7635 per USD as on 21st October, 2021 (date of initiation of CIRP) as against exchange rate of Rs. 82.2169 per USD as on 31st March, 2023 and thereby the exchange loss of Rs. 4,779.64 lakhs including Rs. 669.23 lakhs pertaining to the previous year has not been reinstated in the books of accounts. Interest outstanding on the said ECB borrowings amounting to USD 120.30 Lakhs has also not been restated, however, the amount on the same is currently not ascertainable.
- f) Rs. 1,238.42 lakhs were set aside in FY 2019-20 by the Members of the Lenders' Consortium towards corpus fund for meeting legal expenses, out of which, claim amounting to Rs. 131.24 lakhs have been accounted for based on the details submitted by the bank in earlier year, however no proper supporting, documents etc. from the bank are not available. The remaining amount of Rs. 1,107.18 lakhs is lying unadjusted in the books of accounts as on 31st March, 2023, which is subject to confirmation from the bank.
- g) Note No. 14(b) regarding non-reconciliation of certain debit and credit balances with individual details and confirmations etc. Adjustments/ impact if any, as stated in the said note including those arising on approval of the resolution plan pending ascertainment thereof has not been given effect to in the financial results.
- h) Impact with respect to point no. (c), (d), (e), (f) and (g) are currently not ascertainable pending approval of resolution plan and completion of CIRP Process.

In our opinion and to the best of our information, according to the explanations given to us, the Statement, except for the matters described in paras (a) to (h) above, are presented in accordance with the requirements of Regulation read with Circular in this regard and the annual audited financial results for the year ended 31st March, 2023 as set out in the Statement gives a true and fair view of the total comprehensive income (comprising of profit/ (loss) and other comprehensive income) and other financial information of the Company for the year ended March 31, 2023 in accordance with the accounting principles generally accepted in India.



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We conducted our audit in accordance with the Standards on Auditing (SAs) specified under section 143(10) of the Companies Act, 2013 as amended ("the Act"). Our responsibilities under those Standards are further described in the "Auditor's Responsibilities for the Audit of the Financial Results" section of our report. We are independent of the Company in accordance with the Code of Ethics issued by the Institute of Chartered Accountants of India together with the ethical requirements that are relevant to our audit of the financial results under the provisions of the Act and the Rules there under, and we have fulfilled our other ethical responsibilities in accordance with these requirements and the ICAI's Code of Ethics. We believe that the audit evidence obtained by us is sufficient and appropriate to provide a basis for our qualified opinion on the annual financial results.

#### **Management's Responsibilities for the Annual Financial Results**

The Statement of the Company for the year ended 31st March, 2023 have been taken on record by the Resolution Professional (hereinafter referred to as "the RP") while discharging the power of the Board of Directors of the Company which were conferred on him in terms of the provision of section 17 of the Code. For the said purpose as explained in Note no. 1 of the financial results, the RP has relied upon the certification, representations, statements and other relevant information provided by the Directors and other Officers of the Company in relation to the Statement.

The RP and the Directors of the Company are responsible for the matters stated in section 134(5) of the Act with respect to the preparation of the Statement that gives a true and fair view of the financial position, financial performance (including other comprehensive income), changes in equity and cash flows of the Company in accordance with the accounting principles generally accepted in India, including the Indian Accounting Standards (Ind AS) notified under section 133 of the Act read with the Companies (Indian Accounting Standards) Rules, 2015, as amended. This responsibility also includes maintenance of adequate accounting records in accordance with the provisions of the Act for safeguarding of the assets of the Company and for preventing and detecting frauds and other irregularities; selection and application of appropriate accounting policies; making judgments and estimates that are reasonable and prudent; and design, implementation and maintenance of adequate internal financial controls, that were operating effectively for ensuring the accuracy and completeness of the accounting records, relevant to the preparation and presentation of the Statement that gives a true and fair view and are free from material misstatement, whether due to fraud or error.

In preparing the financial results, the RP and the Directors of the Company is responsible for assessing the Company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless the RP and the Directors either intends to liquidate the Company or to cease operations, or has no realistic alternative but to do so.

The RP and the Directors are also responsible for overseeing the Company's financial reporting process.

#### **Auditors' Responsibilities for the Audit of the Annual Financial Results**

Our objectives are to obtain reasonable assurance about whether the Statement as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not a guarantee that an audit conducted in accordance with SAs will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of the Statement.

As part of an audit in accordance with SAs, we exercise professional judgment and maintain



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- Identify and assess the risks of material misstatement of the Statement, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances. Under Section 143(3)(i) of the Act, we are also responsible for expressing our opinion on whether the company has adequate internal financial controls with reference to the Statement in place and the operating effectiveness of such controls.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by the Management and the Board of Directors.
- Conclude on the appropriateness of the Management, the Board of Directors' and the RP's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial results or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Company to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the Statement, including the disclosures, and whether the Statement represents the underlying transactions and events in a manner that achieves fair presentation.

Materiality is the magnitude of misstatements in the financial results that, individually or in aggregate, makes it probable that the economic decisions of a reasonably knowledgeable user of the Financial Results may be influenced. We consider quantitative materiality and qualitative factors in (i) planning the scope of our audit work and in evaluating the results of our work; and (ii) to evaluate the effect of any identified misstatements in the Financial Results.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

We also provide those charged with governance with a statement that we have complied with relevant ethical requirements regarding independence, and to communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, related safeguards.

#### **Other Matters**

- (a) The Statement includes the results for the quarter ended 31st March, being the balancing figure between the audited figures in respect of the full financial year and the published year-to-date figures up to 31st December of the relevant financial year, which were subject to limited review by us, as required under the Listing Regulations.



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(b) The review of the comparative audited financial results for the quarter and year ended 31st March, 2022 included in the Statement was jointly conducted and reported by the joint auditors. One of them is predecessor audit firm and had expressed a qualified opinion vide their review report dated 24th May, 2022. Reliance has been placed on the figures and other information incorporated for the purpose of the financial results.

Our opinion is not modified in respect of the matters stated in (a) and (b) above.

**For Lodha & Co**  
**Chartered Accountants**  
**Firm Registration No.: 301051E**

*I Choudhury*  
**Indranil Choudhury**  
**Partner**  
**Membership No. 058940**  
**UDIN:23058940BGWFYK2152**

**Place: Kolkata**  
**Date: May 23, 2023**



**For J K V S & CO**  
**Chartered Accountants**  
**Firm Registration No.: 318086E**

*Ajay Kumar*  
**Ajay Kumar**  
**Partner**  
**Membership No.: 068756**  
**UDIN: 23068756BGZELE1018**

**Place: Kolkata**  
**Date: May 23, 2023**

**Statement on impact of Audit Qualifications for the Financial Year ended March 31, 2023**

Particulars	Audited Figures (as reported before adjusting for qualifications)	Audited Figures (audited figures after adjusting for qualifications)	Rs in Lakhs
Turnover/ Total Income	2,47,133.88		Not Applicable
Total Expenditure	2,70,423.56		
Net Profit/ (Loss)	(23,332.22)		
Earnings Per Share	(26.05)		
Total Assets	2,84,369.75		
Total Liabilities	3,84,132.60		
Net Worth	(1,37,906.20)		
Any other financial item (as felt appropriate by the management)	Nil		

**a. Details of Audit Qualification:**

- (i) Qualification regarding Going Concern.
- (ii) Qualification regarding final decision and outcome of Corporate Insolvency Resolution Process (CIRP).
- (iii) Qualification regarding adjustment against outstanding loan balances.
- (iv) Qualification regarding non accounting of interest post initiation of CIRP.
- (v) Qualification regarding reinstatement of ECB Borrowing and related interest.
- (vi) Qualification regarding set aside corpus fund by consortium lenders for meeting legal expenses.
- (vii) Qualification regarding non-reconciliation of certain debit and credit balances.

**b. Type of Audit Qualification: Qualified Opinion.**

**c. Frequency of qualification:**

- (i) Qualification (i) is continuing since March'18.
- (ii) Qualification (ii) is from March'23.
- (iii) Qualification (iii) is continuing since March'19.
- (iv) Qualification (iv) is continuing since March'22.
- (v) Qualification (v) is continuing since March'22.
- (vi) Qualification (vi) is continuing since March'22.
- (vii) Qualification (vii) is continuing since March'22.

**d. For Audit Qualification(s) where the impact is quantified by the auditor, Management's Views: Not Applicable**

- (a) Management's estimation on the impact of audit qualification: Not Applicable in all the above cases.
- (b) If management is unable to estimate the impact, reasons for the same:
  - (i) The management / RP is of the view that they are making best efforts to achieve favorable order in ongoing litigations in order to protect the value of its assets and is making efforts to revive operations. As per rules and regulations of the Corporate

Insolvency Resolution Process (CIRP) stipulated under the Insolvency and Bankruptcy Code, 2016, RP has invited Resolution Plans from the eligible Prospective Resolution Applicants (PRA). RP received various Expression of Interests from different applicants, and he received resolution plans on July 25, 2022. On October 28, 2022, the resolution plan submitted by AGI Greenpac Limited (AGI) has been approved by the CoC and accordingly, the RP filed the plan for approval with the Hon'ble NCLT, Kolkata bench on November 05, 2022 which is pending as on date. In line with the objective of the IBC to run the company as Going Concern, the financial results for the Quarter and year ended 31st March 2023 have been prepared on Going Concern basis. In view of the Management and the RP, the going concern assumption considered for the preparation of financial results has not been vitiated. The ultimate outcome can only be ascertained after initiation of resolution plan.

**e. Auditors' Comments on (a) or (b) above:**

- (i) The final outcome of the Resolution Plan submitted by RP is pending.

Girish Siriram Juneja (Resolution Professional) Chairman – Audit Committee	
Sanjay Somany Director	SANJAY SOMANY Digitally signed by SANJAY SOMANY Date: 2023.05.23 18:16:17 +05'30'
Ratna Kumar Daga Independent Director	RATNA KUMAR DAGA Digitally signed by RATNA KUMAR DAGA Date: 2023.05.23 18:15:31 +05'30'
Bimal Kumar Garodia President & CFO	
For Lodha & Co Chartered Accountants FRN :301051E Indranil Choudhary Partner Membership No. 058940	
For JKVS & CO Chartered Accountants FRN : 318086E Ajay Kumar Partner Membership No. 068756	

Place: Kolkata

Date: 23<sup>rd</sup> May, 2023

**HINDUSTHAN NATIONAL GLASS & INDUSTRIES LTD.**

Registered Office : 2, Red Cross Place, Post Box : 2722, Kolkata - 700 001, India

Tel. : 2254 3100, Fax : (91) (33) 2254 3130

E-mail : hngkol@hngil.com, Website : www.hngil.com

SEC/SE/358

CIN - L26109WB1946PLC013294



August 8, 2023

1. The Dy. Manager (Listing)

**BSE LIMITED**

Phiroze Jeejeebhoy Towers,  
Dalal Street, Mumbai 400 023  
**(Scrip Code: 515145)**

2. The Manager, Listing Department

**National Stock Exchange of India Ltd.,**  
Exchange Plaza, Bandra Kurla Complex,  
Bandra (E), Mumbai 400 051  
**(Scrip Code: HINDNATGLS)**

3. The Secretary

**The Calcutta Stock Exchange Ltd.,**  
7, Lyons range, Kolkata-700 001  
**(Scrip Code: 10018003)**

**Dear Sir(s)/Madam,**

**Sub: Outcome of the Meeting held on 8<sup>th</sup> August, 2023 and disclosures under Regulation 30 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 read with till date amendments**

This is to inform you that the Directors of the Company at their meeting held with the Resolution Professional today, i.e. 8<sup>th</sup> August, 2023, *inter-alia*, have considered and approved the following matters:-

1. The Unaudited Financial Results of the Company for the quarter ended 30<sup>th</sup> June, 2023 were considered and approved by the Directors of the Company (whose powers have been suspended vide order of the Hon'ble NCLT dated 21<sup>st</sup> October, 2021) and the Resolution Professional (RP). The copy of the approved Results, along with the Limited Review Report of the Joint Statutory Auditors are enclosed herewith for your information and records.
2. The Directors & RP approved the appointment of M/s. JKVS & Co., Chartered Accountants as Statutory Auditors of the Company (subject to approval of the Members of the Company in the ensuing AGM).
3. The Directors & RP also approved the appointment of M/s Grant Thornton Bharat LLP as Internal Auditors of the Company.
4. The date of the 77<sup>th</sup> Annual General Meeting (AGM) of the Company has been scheduled to be held on Tuesday, 12<sup>th</sup> September, 2023. Pursuant to Section 91 of the Companies Act, 2013 and Regulation 42 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 the Register of Members and Share Transfer Books of the Company will remain closed from Wednesday, 6<sup>th</sup> September, 2023 to Tuesday, 12<sup>th</sup> September, 2023 (both days inclusive) for the purpose of Annual General Meeting of the Company.



**HINDUSTHAN NATIONAL GLASS  
& INDUSTRIES LTD.**

The extracts of Unaudited Financial Results of the Company shall be published in the newspaper as per Regulation 47(1) of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 read with till date amendments and would be also available on the website of the Company [www.hngil.com](http://www.hngil.com).

The meeting commenced at 3.00 P.M. and concluded at 6.15 P.M.

Thanking you,

Yours faithfully,

For **Hindusthan National Glass & Industries Limited**

*Pritha Bose*  
**(Pritha Bose)**  
**Company Secretary**



Encl: as above

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**Independent Auditor's Review Report on the Quarterly Unaudited Financial Results of the Company Pursuant to the Regulation 33 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended**

To,  
**The Resolution Professional**  
**Hindusthan National Glass & Industries Limited**  
**(A Company under Corporate Insolvency Resolution Process vide NCLT Order)**  
**IP Registration No.: IBBI/IPA-001/IP-P00999/2017-18/11646**

1. We have reviewed the accompanying Statement of Unaudited Financial Results ("the Statement") of Hindusthan National Glass & Industries Limited ("the Company") for the quarter ended June 30, 2023 attached herewith, being submitted by the Company pursuant to the requirements of Regulation 33 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time (the "Listing Regulations"). We have initialed the Statement for identification purposes only.
2. This Statement, which is the responsibility of the Company's Management and approved by the Resolution Professional in the meeting of directors held on August 08, 2023 as stated in Note No. 2 of the financial results, has been prepared in accordance with the recognition and measurement principles laid down in the Indian Accounting Standard 34 "Interim Financial Reporting" ("Ind AS 34"), notified under section 133 of the Companies Act, 2013 read with relevant rules issued there under and other accounting principles generally accepted in India. Our responsibility is to issue a report on the Statement based on our review.
3. We conducted our review of the Statement in accordance with the Standard on Review Engagements (SRE) 2410 "Review of Interim Financial Information performed by the Independent Auditor of the Entity", issued by the Institute of Chartered Accountants of India (ICAI). This standard requires that we plan and perform the review to obtain moderate assurance as to whether the statement is free of material misstatement. A review is limited primarily to inquiries of company personnel and analytical procedures applied to financial data and thus provides less assurance than an audit. We have not performed an audit and accordingly, we do not express an audit opinion.
4. We draw attention to the followings:
  - a. During the current quarter, the Company has written back interest amounting to Rs. 1,736.37 lakhs on the principal overdue outstanding balance of Micro and Small Enterprises as on October 21, 2021 (CIRP Date) for the period up to March 31, 2023 provided as per the requirements of Micro, Small and Medium Enterprises Development Act, 2006. Also, such interest for the current quarter has neither been ascertained nor provided for in the financial results. Impacts on account of such non provision of interest (including legal implications if any) has not been ascertained by the management, therefore we are not able to comment about the impact on profit before tax for the quarter.
  - b. Note No. 12 of the financial results which states that the company has accumulated losses and its net worth has been eroded. The company has incurred losses in the earlier period(s)/year(s), the company's current liabilities exceed its current assets and the company has a high debt-equity ratio (Debt being Rs. 2,26,368.98 lakhs and Equity being Rs. (93,196.46) lakhs) as at 30th June, 2023. In view of above, the company does not appear to be a going concern. Pending approval of the resolution plan as stated in Note No. 1 of the financial results the status of the Company being going concern and impact arising therefrom as such cannot be commented upon by us.
  - c. Pursuant to the initiation of Corporate Insolvency Resolution Process ("CIRP"), RP had appointed Transactional Auditors for conducting the transaction audit as per section 43 to 50 and 66 of the Insolvency and Bankruptcy Code, 2016 (hereinafter referred to as "the Code"). The transaction auditor vide their report dated 9th September, 2022 has identified certain transactions to be classified under section 66 of the Code and accordingly the RP has filed an application under section 66 of the Code with the NCLT, the final decision and outcome thereof as such is pending as



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on the date. Thereby, future course of action and impact due to this being dependent on the decision of the NCLT presently cannot be commented upon by us.

- d. Note no. 4 of the financial results, regarding appropriation of payments made by the company during March, 2019 to September, 2021 by the Lead Banker against outstanding loans and adjustments by the management and interest calculations thereon. In the absence of any balance confirmation from the lenders and consequent reconciliation with the outstanding balances, impact thereof, if any, on the reported figures, cannot be ascertained. Also, Refer Note No. 6 of the financial results regarding the pending reconciliations of admitted claims of financial creditors, operational creditors and others with the books of accounts, impact if any that may arise has not been ascertained and/ or considered in the preparation of the financial results for the quarter ended 30th June, 2023.
  - e. Note no. 7 of the financial results regarding the non-accounting of interest of Rs. 33,626.69 lakhs (Rs. 4,987.42 Lakhs for current quarter) as calculated by the company on outstanding borrowings (including Non-Convertible Debentures) post initiation of Corporate Insolvency Resolution Process ('CIRP') with effect from 21st October, 2021 under Section 14 of the Code.
  - f. Note no. 8 of the financial results, the company has restated the ECB borrowings of USD 641.27 lakhs at foreign currency exchange rate of Rs. 74.7635 per USD as on 21st October, 2021 (date of initiation of CIRP) as against exchange rate of Rs. 82.0428 per USD as on 30th June, 2023 and thereby the exchange loss of Rs. 4,667.98 lakhs has not been reinstated in the books of accounts. Interest outstanding on the said ECB borrowings amounting to USD 120.30 Lakhs has also not been restated, however, the amount on the same is currently not ascertainable.
  - g. Rs. 1,238.42 lakhs were set aside in FY 2019-20 by the Members of the Lenders' Consortium towards corpus fund for meeting legal expenses, out of which, claim amounting to Rs. 131.24 lakhs have been accounted for based on the details submitted by the bank in earlier year, however no proper supporting documents etc. from the bank are not available. The remaining amount of Rs. 1,107.18 lakhs is lying unadjusted in the books of accounts as on 30th June, 2023, which is subject to confirmation from the bank.
  - h. Note No. 14 regarding non-reconciliation of certain debit and credit balances with individual details and confirmations etc. Adjustments/ impact if any, as stated in the said note including those arising on approval of the resolution plan pending ascertainment thereof has not been given effect to in the financial results.
  - i. Impact with respect to point no. (c), (d), (e), (f) and (g) are currently not ascertainable pending approval of resolution plan and completion of CIRP Process.
5. Based on our review conducted as above, except for the matters described in Para 4 above, nothing has come to our attention that causes us to believe that the accompanying statement of unaudited financial results read with notes thereon, prepared in accordance with aforesaid Indian Accounting Standard and other recognized accounting practices and policies generally accepted in India, has not disclosed the information required to be disclosed in terms of Regulation 33 of the Listing Regulations, including the manner in which it is to be disclosed, or that it contains any material misstatement.

#### **6. Other Matters**

- a. The Statement includes the results for the quarter ended March 31, 2023 being the balancing figure between the audited figures in respect of the full previous financial year ended March 31, 2023 and the published unaudited year-to-date figures up to the third quarter of the previous financial year, which were subject to limited review by us, as required under the Listing Regulations.



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- b. The review of the comparative unaudited financial results for the quarter ended 30<sup>th</sup> June, 2022 included in the Statement was jointly conducted and reported by the joint auditors. One of them is predecessor audit firm and had expressed a qualified opinion vide their review report dated 11<sup>th</sup> August, 2022. Reliance has been placed on the figures and other information incorporated for the purpose of the financial results.

Our opinion is not modified in respect of the matters stated in (a) and (b) above.

**For Lodha & Co**  
**Chartered Accountants**  
**Firm Registration No. 301051E**

Indranil Choudhury  
 Partner  
 Membership No. 058940  
 UDIN: 23058940BGWFZI7200



**For J K V S & CO**  
**Chartered Accountants**  
**Firm Registration No. 318086E**

Ajay Kumar  
 Partner  
 Membership No. 068756  
 UDIN: 23068756BGZELP9881



Place: Kolkata  
 Date: August 08, 2023

Place: Kolkata  
 Date: August 08, 2023

**HINDUSTHAN NATIONAL GLASS & INDUSTRIES LIMITED**  
**REGISTERED OFFICE: 2 RED GEMS PLACE, KOLKATA - 700001**  
**CIN: L26109WB1946PLC013294**

**STATEMENT OF UNAUDITED FINANCIAL RESULTS FOR THE QUARTER ENDED JUNE 30, 2023**

(₹ In Lakhs)

Particulars	Quarter Ended				Year Ended 31-03-2023
	30-06-2023	31-03-2023	30-06-2022	31-03-2023	
	Unaudited	Audited	Unaudited	Audited	
<b>Income</b>					
I. Revenue from operations	70,105.38	66,147.17	63,409.73	2,45,723.12	
II. Other income	2,219.67	290.84	280.06	1,398.49	
<b>III. Total income (I+II)</b>	<b>72,325.05</b>	<b>66,438.01</b>	<b>63,689.79</b>	<b>2,47,121.61</b>	
<b>Expenses</b>					
Cost of materials consumed	23,193.19	22,658.41	27,163.96	97,490.77	
Changes in inventories of finished goods and work-in-progress	(364.84)	(588.69)	3,092.79	2,155.69	
Employee benefits expense	5,875.41	6,674.41	5,105.40	21,977.83	
Power and fuel expense	24,941.39	24,014.14	30,878.28	1,04,129.36	
Finance costs	272.10	1,493.82	289.38	2,733.63	
Depreciation and amortization expenses	2,322.10	2,326.61	3,016.85	10,630.97	
Other expenses	7,368.44	7,943.65	7,886.24	31,293.04	
<b>IV. Total expenses</b>	<b>63,607.79</b>	<b>64,522.35</b>	<b>77,432.90</b>	<b>2,70,411.29</b>	
<b>V. Profit/(Loss) before tax (III-IV)</b>	<b>8,717.26</b>	<b>1,915.66</b>	<b>(13,743.11)</b>	<b>(23,289.68)</b>	
<b>VI. Tax expense:</b>					
(1) Current Tax	-	-	-	-	
(2) Deferred Tax	10.63	42.54	-	42.54	
(3) Income Tax for Earlier Years	-	-	-	-	
<b>Total Tax expense</b>	<b>10.63</b>	<b>42.54</b>	<b>-</b>	<b>42.54</b>	
<b>VII. Profit/(Loss) for the period/year after Tax (V-VI)</b>	<b>8,706.63</b>	<b>1,873.12</b>	<b>(13,743.11)</b>	<b>(23,332.22)</b>	
<b>VIII. Other comprehensive income</b>					
Items that will not be reclassified to profit or loss					
Re-measurement gains/ (losses) on defined benefit plans	(34.08)	(455.29)	106.32	(136.34)	
Income tax relating to the above	10.63	42.54	-	42.54	
<b>Total Other Comprehensive Income for the period/year</b>	<b>(23.45)</b>	<b>(412.75)</b>	<b>106.32</b>	<b>(93.80)</b>	
<b>IX. Total Comprehensive Income (comprising of Profit/(Loss) and other comprehensive income for the period/year) (VII + VIII)</b>	<b>8,683.18</b>	<b>1,460.37</b>	<b>(13,636.79)</b>	<b>(23,426.02)</b>	
Paid-up equity share capital (face value per share ₹ 2/-)	1,791.07	1,791.07	1,791.07	1,791.07	
Other equity					
<b>X. Earnings per equity share (EPS)</b>					
(1) Basic & Diluted (not annualised for Quarterly figures)	9.72	2.09	(15.35)	(26.05)	



**HINDUSTHAN NATIONAL GLASS & INDUSTRIES LIMITED**  
**REGISTERED OFFICE: 2 RED GATES PLACE, KOLKATA - 700001**  
**CIN: L26109WB1946PLC013294**

**STATEMENT OF UNAUDITED FINANCIAL RESULTS FOR THE QUARTER ENDED JUNE 30, 2023**

**Notes :**

- 1 As required by Clause 52(4) of the Listing Obligations and Disclosure Requirements Regulations 2015, given below are the details pertaining to the Company:

Particulars	3 Months Ended			Year Ended
	30-06-2023	31-03-2023	30-06-2022	31-03-2023
Net worth (₹ in lakhs)	(1,29,166.43)	(1,37,906.20)	(1,19,758.52)	(1,37,906.20)
Debt equity ratio*	(2.49)	(2.27)	(2.51)	(2.27)
Debt service coverage ratio (DSCR) (Refer Note 5 above)	-	-	(34.92)	(33.20)
Net Profit After Tax (₹ in lakhs)	8,706.63	1,873.12	(13,743.11)	(23,332.22)
Earning Per Share (in ₹)	9.72	2.09	(15.35)	(26.05)
Current Ratio (Current Assets/Current Liabilities)	0.30	0.29	0.30	0.29
Long Term Debt to Working Capital	(4.32)	(3.54)	(0.85)	(3.54)
Current Liability Ratio (Current Liabilities/Total Liabilities)	0.99	0.99	0.94	0.99
Total Debts to Total Assets (Borrowings/Total Assets)	0.79	0.80	0.78	0.80
Debtors Turnover (Sale of Finished Goods/Average Debtors)	2.24	2.13	1.92	7.59
Inventory Turnover (Sale of Finished Goods/Average Inventory)	1.65	1.55	1.56	5.77
Operating Margin (%) ((EBIT and exceptional item less other income)/revenue from operations)	0.10	0.05	(0.22)	(0.09)
Net Profit Margin (%) (Net Profit for the period/Revenue from Operations)	0.12	0.03	(0.22)	(0.09)

Formula:

Debt Equity Ratio = Debt/Equity (\* The Debt Equity Ratio has been shown as negative as the denominator is in negative.)

DSCR = Profit before Depreciation, Interest and Tax (PBDIT)/(Interest Expense on Long Term Debt + Principal Repayment pertaining to Long Term Debt)

ISCR = PBDIT/Interest Expense

Debt = Long Term Borrowings + Short Term Borrowings + Current Maturities of Long Term Borrowings + Lease Liabilities

Networth = Total Equity - Revaluation Reserve (Net of Depreciation) - Capital Reserve

- 2 The Hon'ble National Company Law Tribunal (NCLT), Kolkata Bench, vide its order dated October 21, 2021 had admitted the Company for initiation of Corporate Insolvency Resolution Process (CIRP) under the Insolvency and Bankruptcy Code, 2016 (IBC) ("the Code") and appointed Mr. Girish Siriram Juneja having Registration no IBBI/IPA-001/IP-P00999/2017-18/11646 as the Interim Resolution Professional. In a appeal filed by the promoters with NCLAT opposing the admission of the Company to Insolvency the Hon'ble NCLAT New Delhi stayed the Constitution of the Committee of Creditors of the Company (CoC) by its order dated October 28, 2021. Subsequently NCLAT vide its order dated January 18, 2022, vacated the stay on the formation of CoC. Thereafter at the 1st Meeting of the CoC held on January 28, 2022, the voting results of which concluded on February 9, 2022, the Interim Resolution Professional Mr. Girish Siriram Juneja was appointed as the Resolution Professional (RP) and he is being supported in the CIRP by EY Restructuring LLP as the Insolvency Professional Entity.

As per the CIRP timelines, the 180 days of the CIRP period (excluding 82 days of stay period) expired on July 10, 2022. The RP had filed an application for extension with the Hon'ble NCLT, Kolkata Bench seeking an extension of a period of 90 days till October 08, 2022 under Section 12(2) of the Code and the same was approved. RP filed for further extension of a period of 30 days and the same was also approved making the last date of CIRP as November 06, 2022. As per the provision of the Code, the RP had initiated the resolution process for the Company by inviting expression of interest through publication of Form G on March 25, 2022. RP received various expression of interests from different applicants and he received resolution plans on July 25, 2022. On October 28, 2022, the resolution plan submitted by AGI Greenpac Limited (AGI) have been approved by the CoC and accordingly, the RP had filed the plan for approval with the Hon'ble NCLT, Kolkata Bench on November 05, 2022 which is pending as on date. However, some related applications were filed with Hon'ble National Company Law Appellate Tribunal (NCLAT), New Delhi. One of the appeals filed with Hon'ble NCLAT, New Delhi has since been dismissed vide order dated July 28, 2023. The outcome of other matters are still pending.

- 3 The above financial results which are in accordance with Regulation 33 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 read with SEBI circular dated July 05, 2016, (hereinafter referred as "the Regulation") have been prepared by the management, reviewed by the Audit Committee and approved in the meeting of Directors chaired by RP held on August 08, 2023. The RP has relied upon the assistance provided by the members of the Audit Committee in review of the financial results and also relied upon certifications, representations and statements made by Directors of the Company in relation to these financial results. As authorised, one of the Directors have signed the financial results and the RP has taken on record the said statement of financial results only to the limited extent of discharging the powers of the Board of Directors of the Company which has been conferred upon him in terms of provisions of Section 17 of the Code.
- 4 The Company has one operating business segment viz. Manufacturing and Selling of Container Glass Bottles and all other activities are incidental to the same.



HINDUSTHAN NATIONAL GLASS & INDUSTRIES LIMITED  
REGISTERED OFFICE: 2 RED CHAMBERS PLACE, KOLKATA - 700001

CIN: L26109WB1946PLC013294

STATEMENT OF UNAUDITED FINANCIAL RESULTS FOR THE QUARTER ENDED JUNE 30, 2023

- 5 During March 2019 to September 2021, State Bank of India, the lead banker, had appropriated a sum of ₹ 55,002 lakhs out of promoter contribution, internal accruals and the cut back for repayment to the lenders of the consortium. The Company has adjusted the same from the Principal obligation of the debt.
- 6 As on date an aggregate amount of ₹ 1,716.89 lakhs has been adjusted against principal obligation of debt with credit to Capital reserve against sale of pledged equity shares of the company, by the Lenders, held by M/s Ace Trust and M/s HNG Trust.
- 7 As per the IBC, the RP received, collated, verified the claims submitted by the creditors of the Company till October 03, 2022. The RP received claims amounting to ₹ 3,54,347 lakhs from financial creditors (including ₹ 20,838 lakhs from unsecured financial creditors) and after verification admitted a sum of ₹ 3,54,331 lakhs (including ₹ 20,838 lakhs from unsecured financial creditors) as claims of financial creditors having books balance of ₹ 3,10,012 lakhs and remaining amount of ₹ 16 lakhs has been rejected. Further, RP has received claims from the various classes of operational/ other creditors totalling to ₹ 29,551 lakhs out of which ₹ 5,327 lakhs has been rejected and claims of ₹ 24,224 lakhs has been admitted against the company as per the provisions of the Code. Pending reconciliation of the claims admitted with the books of accounts, the impact of such claims, if any, that may arise has not been considered in the preparation of the aforesaid financial results as on June 30, 2023.
- 8 The finance cost on borrowing (including Non - Convertible Debenture issued by Company) and Micro & Small Enterprises has been calculated only till October 21, 2021 (CIRP admission date) and accordingly no further provision including for the quarter ended June 30, 2023 has been done.
- 9 The Company has been legally advised that interest on overdue outstanding balances of Micro and Small Enterprises (MSE) as on October 21, 2021 (CIRP Date) is not payable. Accordingly, ₹ 1,736.65 Lakhs provided in this respect till March 31, 2023 has been written back and included under other income. Further no such interest has been recognized in this quarter. The amount payable to the MSE will be dealt in terms of Resolution Plan pending approval as on this date with Hon'ble NCLT, Kolkata Bench.
- 10 Outstanding ECB borrowing (as per books) of USD 641.27 lakhs as on June 30, 2023 has been reinstated at an exchange rate of ₹ 74.7635 per USD being rate as prescribed in [www.fbil.org.in](http://www.fbil.org.in) as on October 21, 2021 being date of admission for CIRP.
- 11 In consonance with the stipulations contained in Section 14 of the Code, a moratorium has been declared vide the Order dated October 21, 2021 passed by the Hon'ble NCLT, Kolkata Bench, inter alia, prohibiting the following:
  - a. the institution of suits or continuation of pending suits or proceedings against the Corporate Debtor including execution of any judgement, 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.
- 12 The Company has been admitted for initiation of CIRP process under the IBC code and accordingly the Company has been granted a moratorium from paying off the debts till the approval of resolution plan. Debentures being part of the same, is no more payable separately.
- 13 The Company had reported losses earlier years. Hence, the net worth of the Company has been eroded. There is strain on the working capital and operations of the Company and it is undergoing significant financial stress. As stated in Note No. 1, CIRP process was initiated in respect of the Company w.e.f October 21, 2021. The Company has assessed that the use of the going concern assumption is appropriate in the circumstances, pending the CIRP process and these financial results have therefore been prepared on a going concern assumption considering the following :
  - a) The Code requires the RP to, among other things, run the Company as a going concern during CIRP.
  - b) The RP, in consultation with the CoC, in accordance with the provisions of the Code, is making all endeavors to run the Company as a going concern along with the assistance of the management of the company considering the future business outlook and the continuity in the operations of the company.
  - c) A resolution plan submitted by AGI, one of the bidders, has been accepted by CoC and the same has been submitted to Hon'ble NCLT, Kolkata Bench for its approval.
- 14 As a part of the CIRP, the RP had appointed BDO India LLP for conducting transaction audit as per section 43, 45, 50 and 66 of the Code. The RP has filed an application under section 66 of the code with the Hon'ble NCLT, Kolkata Bench and the matter is pending for decision till this date.



HINDUSTHAN NATIONAL GLASS & INDUSTRIES LIMITED  
REGISTERED OFFICE: 2 RED 672S PLACE, KOLKATA - 700001  
CIN: L26109WB1946PLC013294

STATEMENT OF UNAUDITED FINANCIAL RESULTS FOR THE QUARTER ENDED JUNE 30, 2023

- 15.1 The amount repaid to lenders (as mentioned in note no. 4) and/ or recovered by them including executing securities etc. (as mentioned in note no. 5), have been adjusted against principal amount outstanding. The amount payable to the lenders in respect of outstanding amount including interest thereagainst is subject to confirmation and determination and consequential reconciliation thereof pending approval of resolution plan by the Hon'ble NCLT, Kolkata Bench as on this date.
- 15.2 Certain debit and credit balances including borrowings and interest thereupon, clearing account (other than inter-unit balances), trade and other payables, advance from customers, loans and advances, other current assets and certain other liabilities are subject to reconciliation with individual details and balances and confirmation thereof.
- 15.3 There are indicators present in the company both internal and external for impairment testing. The Company appointed an external agency to conduct impairment study as on March 31, 2023 and based on the report of such agency, no impairment adjustment was envisaged. During the current quarter, operations of the Company has improved & hence no adjustment is has been considered necessary.
- 15.4 Adjustments/ impact if any, in respect of 15.1 to 15.3 above will be recognized alongwith other impacts of the resolution plan on approval by the Hon'ble NCLT and determination of the amount thereof and will then be given effect to in the books of accounts.
- 16 In terms of the provisions of regulations 54(2) of SEBI (LODR) Regulation, Non-Convertible Debentures issued to LIC of India are secured by first charge ranking pari-passu on all immovable properties by way of equitable mortgage and hypothecation of all moveable properties both present and future of
- 17 The figures for the quarter ended 31st March are the balancing figures between audited figures in respect of the full financial years ended 31st March and the published unaudited year to date figures up to 31st December being the end of the 3rd quarter of the respective financial year, which were subject to limited review by the statutory auditors of the company.
- 18 Figures of the previous period/ year have been regrouped/ re-arranged wherever considered necessary to make them comparable with those of current periods' figures.

For HINDUSTHAN NATIONAL GLASS & INDUSTRIES LIMITED

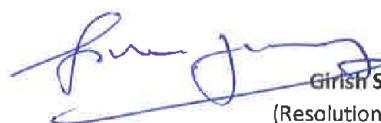
For HINDUSTHAN NATIONAL GLASS & INDUSTRIES LIMITED

TAKEN ON RECORDS

  
Sanjay Somany  
(Director)  
DIN: 00124538  
Date : August 08, 2023  
Place : Kolkata



  
(BIMAL KUMAR GARODIA)  
PRESIDENT & CHIEF FINANCIAL  
OFFICER

  
Girish Siriram Juneja  
(Resolution Professional)  
Date : August 08, 2023  
Place : Kolkata

(Power of the Board are suspended from the Insolvency Commencement date)



**HINDUSTHAN NATIONAL GLASS & INDUSTRIES LTD.**

Registered Office : 2, Red Cross Place, Post Box : 2722, Kolkata - 700 001, India

Tel. : 2254 3100, Fax : (91) (33) 2254 3130

E-mail : hngkol@hngil.com, Website : www.hngil.com

SEC/SE/389

CIN - L26109WB1946PLC013294

November 7, 2023



1. The Dy. Manager (Listing)

**BSE LIMITED**

Phiroze Jeejeebhoy Towers,  
Dalal Street, Mumbai 400 023  
**(Scrip Code: 515145)**

2. The Manager, Listing Department

**National Stock Exchange of India Ltd.,**  
Exchange Plaza, Bandra Kurla Complex,  
Bandra (E), Mumbai 400 051  
**(Scrip Code: HINDNATGLS)**

3. The Secretary

**The Calcutta Stock Exchange Ltd.,**  
7, Lyons range, Kolkata-700 001  
**(Scrip Code: 10018003)**

Dear Sir(s)/Madam,

Sub: **Outcome of the Meeting held on 7<sup>th</sup> November, 2023 and disclosures under Regulation 30 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 read with till date amendments**

This is to inform you that the Directors of the Company at their meeting held with the Resolution Professional on 7<sup>th</sup> November, 2023, *inter-alia*, have considered and approved the Unaudited Financial Results of the Company for the quarter and half-year ended 30<sup>th</sup> September, 2023. The copy of the approved Results, along with the Limited Review Report of the Joint Statutory Auditors duly are enclosed herewith for your information and records.

The extracts of Unaudited Financial Results of the Company shall be published in the newspaper as per Regulation 47(1) of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 read with till date amendments and would be also available on the website of the Company [www.hngil.com](http://www.hngil.com).

The meeting commenced at 1.45 P.M. and concluded at 04:25 P.M.

Thanking you,

Yours faithfully,

For **Hindusthan National Glass & Industries Limited**

*Pritha Bose*

**(Pritha Bose)**  
**Company Secretary**



Encl: as above.

HINDUSTHAN NATIONAL GLASS & INDUSTRIES LIMITED  
REGISTERED OFFICE: 2 RED CROSS PLACE, KOLKATA - 700001  
CIN: L26109WB1946PLC013294

STATEMENT OF UNAUDITED FINANCIAL RESULTS FOR THE QUARTER & HALF YEAR ENDED SEPTEMBER 30, 2023

(₹ In Lakhs)

Particulars	Quarter Ended			Half Year Ended		Year Ended
	30-09-2023	30-06-2023	30-09-2022	30-09-2023	30-09-2022	31-03-2023
	Unaudited			Unaudited		Audited
<b>Income</b>						
I. Revenue from operations	61,202.25	70,105.38	57,222.42	1,31,307.63	1,20,632.15	2,45,723.12
II. Other income	959.31	2,219.67	385.31	3,178.98	667.42	1,398.49
III. Total income (I+II)	<b>62,161.56</b>	<b>72,325.05</b>	<b>57,607.73</b>	<b>1,34,486.61</b>	<b>1,21,299.57</b>	<b>2,47,121.61</b>
<b>Expenses</b>						
Cost of materials consumed	20,718.07	23,193.19	25,955.91	43,911.26	53,119.87	97,490.77
Changes in inventories of finished goods and work-in-progress	(7,293.69)	(364.84)	(987.24)	(7,658.53)	2,105.54	2,155.69
Employee benefits expense	6,344.72	5,875.41	5,228.91	12,220.13	10,333.33	21,977.83
Power and fuel expense	25,294.07	24,941.39	26,775.92	50,235.46	57,654.20	1,04,129.36
Finance costs	4.20	272.10	783.22	276.30	1,072.60	2,733.63
Depreciation and amortization expenses	2,270.94	2,322.10	2,829.46	4,593.04	5,846.31	10,630.97
Other expenses	8,318.12	7,368.44	7,719.29	15,686.56	15,608.57	31,293.04
IV. Total expenses	<b>55,656.43</b>	<b>63,607.79</b>	<b>68,305.47</b>	<b>1,19,264.22</b>	<b>1,45,740.42</b>	<b>2,70,411.29</b>
V. Profit/(Loss) before tax (III-IV)	<b>6,505.13</b>	<b>8,717.26</b>	<b>(10,697.74)</b>	<b>15,222.39</b>	<b>(24,440.85)</b>	<b>(23,289.68)</b>
<b>VI. Tax expense:</b>						
(1) Current Tax						
(2) Deferred Tax						
I Tax expense	<b>10.63</b>	<b>10.63</b>	<b>-</b>	<b>21.27</b>	<b>-</b>	<b>42.54</b>
VII. Profit/(Loss) for the period/year after Tax (V-VI)	<b>6,494.50</b>	<b>8,706.63</b>	<b>(10,697.74)</b>	<b>15,201.12</b>	<b>(24,440.85)</b>	<b>(23,332.22)</b>
<b>VIII. Other comprehensive income</b>						
<b>Items that will not be reclassified to profit or loss</b>						
Re-measurement gains/ (losses) on defined benefit plans	(34.08)	(34.08)	106.32	(68.17)	212.64	(136.34)
Income tax relating to the above	10.63	10.63	-	21.27	-	42.54
Total Other Comprehensive Income for the period/year	<b>(23.45)</b>	<b>(23.45)</b>	<b>106.32</b>	<b>(46.90)</b>	<b>212.64</b>	<b>(93.80)</b>
<b>IX. Total Comprehensive Income for the period (VII + VIII)</b>	<b>6,471.05</b>	<b>8,683.18</b>	<b>(10,591.42)</b>	<b>15,154.22</b>	<b>(24,228.21)</b>	<b>(23,426.02)</b>
Paid-up equity share capital (face value per share ₹ 2/-)						
Other equity						
X. Earnings per equity share (EPS)						
(1) Basic & Diluted (not annualised)	7.25	9.72	(11.95)	16.97	(27.29)	(26.05)
Weighted Average Number of shares						
(1) Basic & Diluted	8,95,53,565	8,95,53,565	8,95,53,565	8,95,53,565	8,95,53,565	8,95,53,565

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**HINDUSTHAN NATIONAL GLASS & INDUSTRIES LIMITED**  
**REGISTERED OFFICE: 2 RED CROSS PLACE, KOLKATA - 700001**  
**CIN: L26109WB1946PLC013294**

**STATEMENT OF ASSETS AND LIABILITIES**

₹ In Lakhs

Particulars	Unaudited As at 30-09-2023	Audited As at 31-03-2023
<b>ASSETS</b>		
<b>1. Non-Current Assets</b>		
(a) Property, Plant and Equipment	1,53,893.97	1,58,412.16
(b) Capital Work-in-Progress	2,391.35	2,405.25
(c) Right-of-use Assets	4,702.90	4,735.67
(d) Other Intangible Assets	0.24	0.24
(e) Financial Assets		
(i) Investments	136.33	131.66
(ii) Other Financial Assets	7,953.33	7,956.26
(f) Other Non-Current Assets	632.74	608.02
	<b>1,69,710.86</b>	<b>1,74,249.26</b>
<b>Current assets</b>		
(a) Inventories	50,633.63	42,516.29
(b) Financial Assets		
(i) Investments		
(ii) Trade Receivables	31,746.91	29,961.42
(iii) Cash and Cash Equivalents	24,454.38	21,287.53
(iv) Bank Balances other than Cash and Cash Equivalents	1,204.60	1,203.65
(v) Other Financial Assets	591.29	652.98
(c) Current Tax Assets (Net)	541.62	595.10
(d) Other Current Assets	12,180.34	13,903.51
	<b>1,21,352.77</b>	<b>1,10,120.48</b>
<b>Total Assets</b>	<b>2,91,063.63</b>	<b>2,84,369.74</b>
<b>EQUITY AND LIABILITIES</b>		
<b>Equity</b>		
(a) Equity Share Capital	1,791.07	1,791.07
(b) Other Equity	(86,399.60)	(1,01,553.92)
	<b>(84,608.53)</b>	<b>(99,762.85)</b>
<b>LIABILITIES</b>		
<b>1. Non-Current Liabilities</b>		
(a) Financial Liabilities		
(i) Borrowings		
(ii) Lease Liabilities	3.77	3.75
(iii) Other Financial Liabilities	40.00	31.00
(b) Provisions	1,682.03	1,594.70
(c) Deferred Tax Liabilities (Net)		
(d) Other Non-Current Liabilities	874.92	901.86
	<b>2,600.72</b>	<b>2,531.31</b>
<b>2. Current Liabilities</b>		
(a) Financial Liabilities		
(i) Borrowings	2,26,364.70	2,26,364.70
(ii) Lease Liabilities	0.52	0.52
(iii) Trade Payables		
Total Outstanding dues of Micro Enterprises & Small Enterprises	9,428.78	12,211.71
Total Outstanding dues of Creditors Other than Micro Enterprises & Small Enterprises	37,886.20	43,713.94
(iv) Other Financial Liabilities	88,012.82	87,615.96
(b) Current Tax Liability (Net)	94.19	94.19
(c) Other Current Liabilities	7,087.74	8,006.32
(d) Provisions	4,196.49	3,593.94
	<b>3,73,071.44</b>	<b>3,81,601.28</b>
<b>Total Liabilities</b>	<b>3,75,672.16</b>	<b>3,84,132.59</b>
<b>Total Equity and Liabilities</b>	<b>2,91,063.63</b>	<b>2,84,369.74</b>

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**HINDUSTHAN NATIONAL GLASS & INDUSTRIES LIMITED**  
**REGISTERED OFFICE: 2 RED CROSS PLACE, KOLKATA - 700001**  
**CIN: L26109WB1946PLC013294**

**STATEMENT OF CASH FLOW FOR THE HALF YEAR ENDED SEPTEMBER 30, 2023**

₹ In Lakhs

Particulars	For the Half Year ended 30th September 2023	For the Half Year ended 30th September 2022
<b>Cash Flow from Operating Activities</b>		
Profit/ (Loss) before Tax	15,222.39	(24,440.85)
<b>Non-cash adjustments to reconcile profit/(loss) before tax to net cash flows</b>		
Depreciation/ Amortisation	4,593.04	5,846.31
Interest Income on Financial Assets	(267.11)	(139.45)
Fair value (Gain)/Loss in Investment	(4.82)	-
Notional Interest Income on Inter Corporate Deposit	-	(292.69)
Notional Interest Expense on Inter Corporate Deposit	-	637.08
Finance Costs	276.30	434.52
Liabilities no Longer Required Written Back	(1,896.93)	(15.31)
<b>Operating cash flow before Working Capital changes</b>	<b>17,922.87</b>	<b>(17,970.39)</b>
<b>Movement in Working Capital :</b>		
Increase)/ Decrease in Inventories	(8,117.34)	2,467.00
Increase)/ Decrease in Trade Receivables	(1,785.49)	6,277.88
Increase)/ Decrease in Other Current/ Other Non Current Financial Assets and Other Current/ Other Non Current Asset	1,711.37	(2,565.79)
Increase/ (Decrease) in Trade Payables, Other Current/ Non-Current Liabilities, Other Current/ Non-Current Financial Liabilities and Provisions	(6,900.07)	13,707.16
<b>Cash generated from Operations</b>	<b>2,831.34</b>	<b>1,915.86</b>
Direct Taxes (paid)/ Refunds (net)	53.48	(55.84)
<b>Net Cash generated from Operating activities (A)</b>	<b>2,884.82</b>	<b>1,860.02</b>
<b>Cash Flow from Investing Activities</b>		
Purchase of Property, Plant and Equipment, Intangible Assets and Capital Work in Progress	(29.52)	34.30
Proceeds from sale of Property Plant and Equipment	-	2.57
Redemption / (Investment) in bank deposits with maturity more than 3 months	(1.20)	(0.57)
Interest received	320.55	219.33
<b>Net Cash Generated from Investing activities (B)</b>	<b>289.83</b>	<b>255.63</b>
<b>Cash Flow from Financing activities</b>		
Interest paid	(7.80)	(412.07)
<b>Net Cash used in Financing activities (C)</b>	<b>(7.80)</b>	<b>(412.07)</b>
<b>Net increase/ (decrease) in Cash and Cash Equivalents (A+B+C)</b>	<b>3,166.85</b>	<b>1,703.58</b>
Cash and Cash Equivalents at the beginning of the year	21,287.53	15,861.94
<b>Cash and Cash Equivalents at the end of the year</b>	<b>24,454.38</b>	<b>17,565.52</b>
<b>Components of Cash and Cash Equivalents</b>		
Balances with banks:		
In current accounts	19,100.67	17,556.22
In deposit accounts & Dividend accounts	5,337.37	2.07
Cash in hand	16.34	7.23
<b>Total Cash and Cash Equivalents</b>	<b>24,454.38</b>	<b>17,565.52</b>

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by SANJAY  
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**Notes :**

- 1 As required by Clause 52(4) of the Listing Obligations and Disclosure Requirements Regulations 2015, given below are the details pertaining to the Company:

Particulars	3 Months Ended			Half Year Ended		Year Ended
	30-09-2023	30-06-2023	30-09-2022	30-09-2023	30-09-2022	31-03-2023
Net worth (₹ in lakhs)	(1,22,689.44)	(1,29,166.43)	(1,15,719.70)	(1,22,689.44)	(1,15,719.70)	(1,37,906.20)
Debt equity ratio*	(2.68)	(2.49)	(2.25)	(2.68)	(2.25)	(2.27)
Debt service coverage ratio (DSCR) (Refer Note 5)	-	-	-	-	(58.62)	(33.20)
Interest service coverage ratio (ISCR) (Refer Note 8)	-	-	(5.89)	-	(17.05)	-
Outstanding Redeemable Preference Share (Quantity & Value)	NA	NA	NA	NA	NA	NA
Capital Redemption Reserve/Debenture Redemption Reserve	NA	NA	NA	NA	NA	NA
Net Profit After Tax (₹ in lakhs)	6,494.50	8,706.63	(10,697.73)	15,201.12	(24,440.85)	(23,332.22)
Earning Per Share (in ₹)	7.25	9.72	(11.95)	16.97	(27.29)	(26.05)
Current Ratio (Current Assets/Current Liabilities excluding current maturity of long Term debt)	0.75	0.30	0.28	0.75	0.28	0.29
Long Term Debt to Working Capital	1.23	(4.32)	(0.77)	1.23	(0.77)	(3.54)
Bad Debts to Account Receivable Ratio (Bad Debts/Trade Receivable)	-	-	-	-	-	-
Current Liability Ratio (Current Liabilities excluding current maturity of long Term debt/Total Liabilities)	0.43	0.99	0.99	0.43	0.99	0.99
Total Debts to Total Assets (Borrowings/Total Assets)	0.78	0.79	0.80	0.78	0.80	0.80
Debtors Turnover (Sale of Finished Goods/Average Debtors)	1.90	2.24	1.81	4.25	3.82	7.59
Inventory Turnover (Sale of Finished Goods/Average Inventory)	1.32	1.65	1.39	2.82	2.92	5.77
Operating Margin (%) ((EBIT and exceptional item less other income)/revenue from operations)	0.09	0.10	(0.22)	0.09	(0.20)	(0.09)
Net Profit Margin (%) (Net Profit for the period/Revenue from Operations)	0.11	0.12	(0.19)	0.12	(0.20)	(0.09)

**Formula:**

Debt Equity Ratio = Debt/ Equity (\* The Debt Equity Ratio has been shown as negative as the denominator is in negative.)

DSCR = Profit before Depreciation, Interest and Tax (PBDIT)/(Interest Expense on Long Term Debt + Principal Repayment pertaining to Long Term Debt)

ISCR = PBDIT/Interest Expense

Debt = Long Term Borrowings + Short Term Borrowings + Current Maturities of Long Term Borrowings + Lease Liabilities

Networth = Total Equity - Revaluation Reserve (Net of Depreciation) - Capital Reserve

- 2 The Hon'ble National Company Law Tribunal (NCLT), Kolkata Bench, vide its order dated October 21, 2021 had admitted the Company for initiation of Corporate Insolvency Resolution Process (CIRP) under the Insolvency and Bankruptcy Code, 2016 (IBC) ("the Code") and appointed Mr. Girish Siriram Juneja having Registration no IBBI/IPA-001/IP-P0099/2017-18/11646 as the Interim Resolution Professional. In a appeal filed by the promoters with NCLAT opposing the admission of the Company to Insolvency the Hon'ble NCLAT New Delhi stayed the Constitution of the Committee of Creditors of the Company (CoC) by its order dated October 28, 2021. Subsequently NCLAT vide its order dated January 18, 2022, vacated the stay on the formation of CoC. Thereafter at the 1st Meeting of the CoC held on January 28, 2022, the evoting results of which concluded on February 9, 2022, the Interim Resolution Professional Mr. Girish Siriram Juneja was appointed as the Resolution Professional (RP) and he is being supported in the CIRP by EY Restructuring LLP as the Insolvency Professional Entity.
- As per the CIRP timelines, the 180 days of the CIRP period (excluding 82 days of stay period) expired on July 10, 2022. The RP had filed an application for extension with the Hon'ble NCLT, Kolkata Bench seeking an extension of a period of 90 days till October 08, 2022 under Section 12(2) of the Code and the same was approved. RP filed for further extension of a period of 30 days and the same was also approved making the last date of CIRP as November 06, 2022. As per the provision of the Code, the RP had initiated the resolution process for the Company by inviting expression of interest through publication of Form G on March 25, 2022. RP received various expression of interests from different applicants and he received resolution plans on July 25, 2022. On October 28, 2022, the resolution plan submitted by AGI Greenpac Limited (AGI) have been approved by the CoC and accordingly, the RP had filed the plan for approval with the Hon'ble NCLT, Kolkata Bench on November 05, 2022 which is pending as on date. Pending this, related applications were filed before NCLAT, New Delhi which have been dismissed. Consequent to this, applications were filed with Hon'ble Supreme Court of India and the matter is still pending before the said court. The next date of hearings for Supreme Court of India and NCLT Bench are December 05, 2023 and December 12, 2023 respectively.
- 3 The above financial results which are in accordance with Regulation 33 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 read with SEBI circular dated July 05, 2016, (hereinafter referred as "the Regulation") have been prepared by the management, reviewed by the Audit Committee and approved in the meeting of Directors chaired by RP held on November 07, 2023. The RP has relied upon the assistance provided by the members of the Audit Committee in review of the financial results and also relied upon certifications, representations and statements made by Directors of the Company in relation to these financial results. As authorised, one of the Directors have signed the financial results and the RP has taken on record the said statement of financial results only to the limited extent of discharging the powers of the Board of Directors of the Company which has been conferred upon him in terms of provisions of Section 17 of the Code.
- 4 The Company has one operating business segment viz. Manufacturing and Selling of Container Glass Bottles and all other activities are incidental to the same.
- 5 During March 2019 to September 2021, State Bank of India, the lead banker, had appropriated a sum of ₹ 55,002 lakhs out of promoter contribution, internal accruals and the cut back for repayment to the lenders of the consortium. The Company has adjusted the same from the principal obligation of the debt.
- 6 As on date an aggregate amount of ₹ 1,716.89 lakhs has been adjusted against principal obligation of debt with credit to Capital reserve against sale of pledged equity shares of the company, by the Lenders, held by M/s Ace Trust and M/s HNG Trust.
- 7 As per the IBC, the RP received, collated, verified the claims submitted by the creditors of the Company till October 03, 2022. The RP received claims amounting to ₹ 3,54,347 lakhs from financial creditors (including ₹ 20,838 lakhs from unsecured financial creditors) and after verification admitted a sum of ₹ 3,54,331 lakhs (including ₹ 20,838 lakhs from unsecured financial creditors) as claims of financial creditors having books balance of ₹ 3,10,012 lakhs and remaining amount of ₹ 16 lakhs has been rejected. Further, RP has received claims from the various classes of operational/ other creditors totalling to ₹ 29,551 lakhs out of which ₹ 5,327 lakhs has been rejected and claims of ₹ 24,224 lakhs has been admitted against the company as per the provisions of the Code. Pending reconciliation of the claims admitted with the books of accounts, the impact of such claims, if any, that may arise has not been considered in the preparation of the aforesaid financial results as on September 30, 2023.
- 8 The finance cost on borrowing (including Non - Convertible Debenture issued by Company) has been calculated only till October 21, 2021 (CIRP admission date) and accordingly no further provision including for the quarter & half year ended September 30, 2023 has been done.
- 9 The Company has been legally advised that interest on overdue outstanding balances of Micro and Small Enterprises (MSE) as on October 21, 2021 (CIRP Date) is not payable. Accordingly, ₹ 1,825.52 Lakhs provided in this respect till March 31, 2023 has been written back and included under other income. Further no such interest has been recognized on aforementioned overdue outstanding balances during the quarter & half year ended September 30, 2023. The amount payable to the MSE for the above period shall be dealt in terms of Resolution Plan pending approval as on this date with Hon'ble NCLT, Kolkata Bench.

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*[Signature]*



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**HINDUSTHAN NATIONAL GLASS & INDUSTRIES LIMITED**  
**REGISTERED OFFICE: 2 RBD CROSS PLACE, KOLKATA - 700001**  
**CIN: L26109WB1946PLC013294**

- 10 Outstanding ECB borrowing (as per books) of USD 641.27 lakhs as on September 30, 2023 has been reinstated at an exchange rate of ₹ 74.7635 per USD being rate as prescribed in [www.fbil.org.in](http://www.fbil.org.in) as on October 21, 2021 being date of admission for CIRP.
- 11 In consonance with the stipulations contained in Section 14 of the Code, a moratorium has been declared vide the Order dated October 21, 2021 passed by the Hon'ble NCLT, Kolkata Bench, inter alia, prohibiting the following:
  - a. the institution of suits or continuation of pending suits or proceedings against the Corporate Debtor including execution of any judgement, 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.
- 12 The Company has been admitted for initiation of CIRP process under the IBC code and accordingly the Company has been granted a moratorium from paying off the debts till the approval of resolution plan. Debentures being part of the same, is no more payable separately.
- 13 The Company had reported losses in earlier years. Hence, the net worth of the Company has been eroded. There is strain on the working capital and operations of the Company and it is undergoing significant financial stress. As stated in Note No. 2, CIRP process was initiated in respect of the Company w.e.f October 21, 2021. The Company has assessed that the use of the going concern assumption is appropriate in the circumstances, pending the CIRP process and these financial results have therefore been prepared on a going concern assumption considering the following :
  - a) The Code requires the RP to, among other things, run the Company as a going concern during CIRP.
  - b) The RP, in consultation with the CoC, in accordance with the provisions of the Code, is making all endeavors to run the Company as a going concern along with the assistance of the management of the company considering the future business outlook and the continuity in the operations of the company.
  - c) A resolution plan submitted by AGI, one of the bidders, has been accepted by CoC and the same has been submitted to Hon'ble NCLT, Kolkata Bench for its approval.
- 14 As a part of the CIRP, the RP had appointed BDO India LLP for conducting transaction audit as per section 43, 45, 50 and 66 of the Code. The RP has filed an application under section 66 of the code with the Hon'ble NCLT, Kolkata Bench and the matter is pending for decision till this date.
- 15.1 The amount repaid to lenders (as mentioned in note no. 5) and/or recovered by them including executing securities etc. (as mentioned in note no.6), have been adjusted against principal amount outstanding. The amount payable to the lenders in respect of outstanding amount including interest thereagainst is subject to confirmation and determination and consequential reconciliation thereof pending approval of resolution plan by the Hon'ble NCLT, Kolkata Bench as on this date.
- 15.2 Certain debit and credit balances including borrowings and interest thereupon, clearing account (other than inter-unit balances), trade and other payables, advance from customers, loans and advances, other current assets and certain other liabilities are subject to reconciliation with individual details and balances and confirmation thereof.
- 16 Adjustments/ impact if any, in respect of 15.1 to 15.2 above will be recognized along with other impacts of the resolution plan on approval by the Hon'ble NCLT and determination of the amount thereof and will then be given effect to in the books of accounts.
- 17 There are indicators present in the company both internal and external for impairment testing. The Company appointed an external agency to conduct impairment study as on March 31, 2023 and based on the report of such agency, no impairment adjustment was envisaged. During the current quarter & half year ended September 30, 2023, operations of the Company has improved & hence no impairment testing has been considered necessary.
- 18 In terms of the provisions of regulations 54(2) of SEBI (LODR) Regulation, Non-Convertible Debentures issued to LIC of India are secured by first charge ranking pari-passu on all immovable properties by way of equitable mortgage and hypothecation of all moveable properties both present and future of the Company.
- 19 Figures of the previous period/ year have been regrouped/ re-arranged wherever considered necessary to make them comparable with those of current periods' figures.

For HINDUSTHAN NATIONAL GLASS & INDUSTRIES LIMITED

SANJAY Digital signature by SANJAY SOMANY  
 SOMANY Date: 2023.11.07  
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Sanjay Somany  
 (Director)  
 DIN: 00124538  
 Date : November 07, 2023  
 Place : New Delhi

(Power of the Board are suspended from the Insolvency Commencement date)



For HINDUSTHAN NATIONAL GLASS & INDUSTRIES LIMITED  
 TAKEN ON RECORDS

Girish Sircar Juneja  
 (Resolution Professional)  
 Date : November 07, 2023  
 Place : Kolkata



**LODHA & CO**  
**2nd Floor, Esplanade Mansion**  
**14, Government Place East, Kolkata**  
**West Bengal 700069**

**J K V S & CO**  
**5A, Nandlal Jew Road**  
**Kolkata – 700026**  
**West Bengal**

**Independent Auditor's Review Report on the Quarter and Half year ended Unaudited Financial Results of the Hindusthan National Glass & Industries Limited Pursuant to the Regulation 33 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended**

**To,**  
**The Resolution Professional**  
**Hindusthan National Glass & Industries Limited**  
**(A Company under Corporate Insolvency Resolution Process vide NCLT Order)**  
**IP Registration No.: IBBI/IPA-001/IP-P00999/2017-18/11646**

1. We have reviewed the accompanying Statement of Unaudited Financial Results ("the Statement") of Hindusthan National Glass & Industries Limited ("the Company") for the quarter and half year ended September 30, 2023 attached herewith, being submitted by the Company pursuant to the requirements of Regulation 33 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time (the "Listing Regulations"). We have initialed the Statement for identification purposes only.
2. This Statement, which is the responsibility of the Company's Management and approved by the Resolution Professional in the meeting of directors held on November 07, 2023 as stated in Note No. 3 of the financial results, has been prepared in accordance with the recognition and measurement principles laid down in the Indian Accounting Standard 34 "Interim Financial Reporting" ("Ind AS 34"), notified under section 133 of the Companies Act, 2013 read with relevant rules issued there under and other accounting principles generally accepted in India. Our responsibility is to issue a report on the Statement based on our review.
3. We conducted our review of the Statement in accordance with the Standard on Review Engagements (SRE) 2410 "Review of Interim Financial Information performed by the Independent Auditor of the Entity", issued by the Institute of Chartered Accountants of India (ICAI). This standard requires that we plan and perform the review to obtain moderate assurance as to whether the statement is free of material misstatement. A review is limited primarily to inquiries of company personnel and analytical procedures applied to financial data and thus provides less assurance than an audit. We have not performed an audit and accordingly, we do not express an audit opinion.
4. We draw attention to the followings:
  - a. Note No. 9 of the financial results, during the quarter and half year ended, the Company has written back interest amounting to Rs. 1,825.52 lakhs on the principal overdue outstanding balance of Micro and Small Enterprises as on October 21, 2021 (CIRP Date) for the period up to March 31, 2023 provided as per the requirements of Micro, Small and Medium Enterprises Development Act, 2006. Also, such interest for the quarter and half year ended has neither been ascertained nor provided for in the financial results. Impacts on account of such non provision of interest (including legal implications if any) has not been ascertained by the management, therefore we are not able to comment about the impact on profit before tax for the quarter and half year ended 30<sup>th</sup> September, 2023.
  - b. Note No. 13 of the financial results which states that the company has accumulated losses and its net worth has been eroded. The company has incurred losses in the earlier period(s)/year(s), the company's current liabilities exceed its current assets and the company has a high debt-equity ratio (Debt being Rs. 2,26,368.99 lakhs and Equity being Rs. (84,608.53) lakhs) as at 30th September, 2023. In view of above, the company does not appear to be a going concern. Pending approval of the resolution plan as stated in Note No. 2 of the financial results the status of the Company being going concern and impact arising therefrom as such cannot be commented upon by us.
  - c. Pursuant to the initiation of Corporate Insolvency Resolution Process ("CIRP"), RP had appointed Transactional Auditors for conducting the transaction audit as per section 43 to 50 and 66 of the Insolvency and Bankruptcy Code, 2016 (hereinafter referred to as "the Code"). The transaction auditor vide their report dated 9th September, 2022 has identified certain transactions to be classified under section 66 of the Code and accordingly the RP has filed an application under section 66 of the Code with the NCLT, the final decision and outcome thereof as such is pending as



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**Kolkata – 700026**  
**West Bengal**

on the date. Thereby, future course of action and impact due to this being dependent on the decision of the NCLT presently cannot be commented upon by us.

- d. Note no. 5 of the financial results, regarding appropriation of payments made by the company during March, 2019 to September, 2021 by the Lead Banker against outstanding loans and adjustments by the management and interest calculations thereon. In the absence of any balance confirmation from the lenders and consequent reconciliation with the outstanding balances, impact thereof, if any, on the reported figures, cannot be ascertained. Also, Refer Note No. 7 of the financial results regarding the pending reconciliations of admitted claims of financial creditors, operational creditors and others with the books of accounts, impact if any that may arise has not been ascertained and/ or considered in the preparation of the financial results for the quarter and half year ended 30th September, 2023.
- e. Note no. 8 of the financial results regarding the non-accounting of interest of Rs. 38,671.18 lakhs (Rs. 5,044.49 Lakhs for current quarter) as calculated by the company on outstanding borrowings (including Non-Convertible Debentures) post initiation of Corporate Insolvency Resolution Process ('CIRP') with effect from 21st October, 2021 under Section 14 of the Code.
- f. Note no. 10 of the financial results, the company has restated the ECB borrowings of USD 641.27 lakhs at foreign currency exchange rate of Rs. 74.7635 per USD as on 21st October, 2021 (date of initiation of CIRP) as against exchange rate of Rs. 83.0890 per USD as on 30th September, 2023 and thereby the exchange loss of Rs. 5,338.89 lakhs has not been reinstated in the books of accounts. Interest outstanding on the said ECB borrowings amounting to USD 120.30 Lakhs has also not been restated, however, the amount on the same is currently not ascertainable.
- g. Rs. 1,238.42 lakhs were set aside in FY 2019-20 by the Members of the Lenders' Consortium towards corpus fund for meeting legal expenses, out of which, claim amounting to Rs. 131.24 lakhs have been accounted for based on the details submitted by the bank in earlier year, however no proper supporting documents etc. from the bank are not available. The remaining amount of Rs. 1,107.18 lakhs is lying unadjusted in the books of accounts as on 30th September, 2023, which is subject to confirmation from the bank.
- h. Note No. 15.2 regarding non-reconciliation of certain debit and credit balances with individual details and confirmations etc. Adjustments/ impact if any, as stated in the said note including those arising on approval of the resolution plan pending ascertainment thereof has not been given effect to in the financial results for the quarter and half year ended 30<sup>th</sup> September, 2023.
- i. Impact with respect to point no. (c), (d), (e), (f), (g) and (h) are currently not ascertainable pending approval of resolution plan and completion of CIRP Process.



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**West Bengal**

5. Based on our review conducted as above, except for the matters described in Para 4 above, nothing has come to our attention that causes us to believe that the accompanying statement of unaudited financial results read with notes thereon, prepared in accordance with aforesaid Indian Accounting Standard and other recognized accounting practices and policies generally accepted in India, has not disclosed the information required to be disclosed in terms of Regulation 33 of the Listing Regulations, including the manner in which it is to be disclosed, or that it contains any material misstatement.

**For Lodha & Co**  
**Chartered Accountants**  
**Firm Registration No. 301051E**

*I Choudhury*  
**Indranil Choudhury**  
**Partner**  
**Membership No. 058940**  
**UDIN: 23058940BGWFZZ6606**



**For J K V S & CO**  
**Chartered Accountants**  
**Firm Registration No. 318086E**

*Ajay Kumar*  
**Ajay Kumar**  
**Partner**  
**Membership No. 068756**  
**UDIN: 23068756BGZELY6436**



**Place: Kolkata**  
**Date: November 07, 2023**

**Place: Kolkata**  
**Date: November 07, 2023**



## HINDUSTHAN NATIONAL GLASS & INDUSTRIES LTD.

Registered Office : 2, Red Cross Place, Post Box : 2722, Kolkata - 700 001, India

Tel. : 2254 3100, Fax : (91) (33) 2254 3130

E-mail : hngkol@hngil.com, Website : www.hngil.com

CIN - L26109WB1946PLC013294



SEC/SE/391

November 8, 2023

1. The Dy.Manager (Listing)  
**BSE Limited**  
Phiroze Jeejeebhoy Towers,  
Dalal Street, Mumbai 400 023  
(Scrip Code: 515145)
2. The Manager, Listing Department  
National Stock Exchange of India Ltd.,  
Exchange Plaza, Bandra Kurla Complex,  
Bandra (E), Mumbai 400 051  
(Scrip Code: HINDNATGLS)
3. The Secretary,  
**The Calcutta Stock Exchange Ltd.,**  
7, Lyons Range, Kolkata-700 001  
(Scrip Code: 10018003)

Dear Sirs,

**Sub: Submission of photocopies of newspaper clippings pursuant to Regulation 30 & 47 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015**

In terms of Regulation 30 & 47 of the SEBI (Listing Obligations & Disclosure Requirements) Regulations, 2015, please find enclosed herewith copies of newspaper Publications related to the extract of the Unaudited Financial Results of the Company for the quarter & half-year ended 30<sup>th</sup> September, 2023 approved by the Resolution Professional (RP) & Directors in their meeting held on 7<sup>th</sup> November, 2023, published in the following local newspapers:-

- Business Standard (English) (08.11.2023); Kolkata edition and
- Duranta Barta (Bengali) (08.11.2023), Kolkata edition.

This is for your information and record.

Thanking you,

Yours faithfully,  
For Hindusthan National Glass & Industries Limited

**PRITHA BOSE**  
 Digitally signed  
 by PRITHA BOSE  
 Date: 2023.11.08  
 12:32:02 +05'30'  
 (Pritha Bose)  
 Company Secretary



Encl: as above.

**NOTICE**

My client Smt. Bharati Mukherjee wife of Late Samir Chandra Mukherjee F-39, Kamdaha, Santi Sarani, Police Station - Bansdroni, Kolkata - 700084 in the District of South 24 Parganas; registered Deed of Gift in her favour on 17th November 2006 in DSR - I at Alipore recorded Book No. I, Volume No.263, Pages- 66 to 87, being No. I - 180/103553 for the year 2006, as per Deed schedule area 548 sq.ft. at Mouza - Kamdaha, J.L. No. 49, C.S Khatian No.381, C.S Dag No.153, being Premises No. 27, Santi Sarani; Kolkata-700084 in the District of South 24 Parganas. The Deed has lost or misplaced from her for which GDE No. 361 dated 06/04/2023 was in Bansdroni Police Station. Any person having any claim on this property may lodge it before the undersigned within 10 days from the date of this Notice, failing which any claim in this regard shall not be entertained in future. The Deed is not mortgaged in any Bank till now.

Pamela Das  
(Advocate)  
ALIPORE JUDGE'S COURT  
Kolkata - 700027,  
Enrolment No. 1097/2014

**JHARGRAM MUNICIPALITY**  
Sadhu Ramchand Murmu Sarani, Bachurdoba :: Jhargram  
Ph: 03221-255098, E-mail :: [jhargram.municipality@gmail.com](mailto:jhargram.municipality@gmail.com)  
Notice Inviting e-Tender, [ABRIDGED]  
WBMD/JM/NIT-15(e)/2023-24  
Memo no. JM-79/4P-W-15 Date : 06.11.2023  
Tender Id: 2023\_MAD\_600284\_1 to 9

**E-Tenders are being invited for Improvement of Bituminous Road under Jhargram Municipality. The details of above tender may be seen at the office Notice board, Notice Board of D.M.OFFICE, S.D.O. Office & Govt.E-Tender Portal <https://www.wbtdnders.gov.in>. Last date of submission of Bid 01/12/2023 upto 11.00 a.m.**

Sd/-Chairperson,  
Jhargram Municipality

**MAN INFRACONSTRUCTION LIMITED**

12<sup>th</sup> Floor, Krushal Commercial Complex, G. M. Road, Chembur (West), Mumbai - 400 089 Website: [www.maninfra.com](http://www.maninfra.com)  
Investor Relation Contact: [investors@maninfra.com](mailto:investors@maninfra.com)  
Corporate Identity Number: L70200MH2002PLC136849

Tel: +91 22 42463999

**Notice – Information on Third Interim Dividend**

Notice is hereby given that the Board of Directors ("Board") of Man Infraconstruction Limited ("Company") at its Meeting held on Monday, 06th November, 2023 have declared Third Interim Dividend of Rs.0.36/- (18%) per Equity Share (of the face value of Rs. 2 each) for Financial Year 2023-24. The Board has fixed Friday, 17<sup>th</sup> November, 2023 as the Record date for the purpose of payment of Third Interim Dividend on the Equity Shares of the Company for the Financial Year 2023-24.

The Interim Dividend will be paid on Monday, 04<sup>th</sup> December, 2023:

- a. to all the beneficial owners in respect of shares held in dematerialized form as per the data received from National Securities Depository Limited (NSDL) and Central Depository Services (India) Limited (CDSL) as at the close of business hours on Friday, 17<sup>th</sup> November, 2023;
- b. to all the members in respect of shares held in physical form as at the close of business hours on Friday, 17<sup>th</sup> November, 2023.

Pursuant to Finance Act, 2020, dividend income will be taxable in the hands of the shareholders w.e.f. 1<sup>st</sup> April 2020 and the Company is required to deduct tax at source ("TDS") from dividend paid to the Members at the rates prescribed in the Income Tax Act, 1961 ("the IT Act").

In general, to enable compliance with TDS requirements, Members are requested to complete and / or update their Residential Status, PAN, Category as per the IT Act with their Depository Participants or in case shares are held in physical form, by writing to the Company's Registrar and Share Transfer Agent, LINK INTIME INDIA PVT. LTD. (Unit: Man Infraconstruction Limited) C-101, 247 Park, L B S Marg, Vikhroli (West), Mumbai - 400 083 email at [rnt.helpdesk@linkintime.co.in](mailto:rnt.helpdesk@linkintime.co.in) / [investors@maninfra.com](mailto:investors@maninfra.com) latest by Friday, 17<sup>th</sup> November, 2023.

A detailed communication with respect to Tax Deduction on Dividend, is being sent separately to the shareholders, whose E-mail IDs are registered with the RTA/DPS respectively and such communication will also be made available on the website of the Company under Investor Relations Section. To avail the benefit of non-deduction of tax at source, shareholders should submit the documents mentioned in the communication as applicable at Email ID: [investors@maninfra.com](mailto:investors@maninfra.com) on or before Friday, 17<sup>th</sup> November, 2023 to enable the Company to determine the appropriate TDS rates.

**For Man Infraconstruction Limited**

SD/-  
Place: Mumbai  
Date: 07<sup>th</sup> November, 2023  
Surgesh Dingankar  
Company Secretary

**NOTICE**  
BEFORE THE NATIONAL COMPANY LAW TRIBUNAL KOLKATA BENCH  
C. P. (CAA) No. 168/KB/2023  
Connected with  
C. A. (CAA) No. 145/(KB)/2023

In the Matter of the Companys Act, 2013 - Section 230(6) read with Section 232(3)

- And -

In the Matter of:  
Jupiter Solar Power Limited, a company having Corporate Identification No. U5239 WB2006PLC111250 and its registered office at Unnayanam, 20A Ashutosh Chowdhury Avenue, Kolkata - 700019  
- And -

In the Matter of:  
Alanta Exim Private Limited, a company having Corporate Identification No. U51909 WB2019PTC227804 and its registered office at Unnayanam, 20A Ashutosh Chowdhury Avenue, Kolkata - 700019  
- And -

In the Matter of:  
Chirag Construction Company Private Limited, a company having Corporate Identification No. U45202WB1991PTC051680 and its registered office at Unnayanam, 20A Ashutosh Chowdhury Avenue, Kolkata - 700019  
- And -

In the Matter of:  
Mitco Commercial Co Private Limited, a company having Corporate Identification No. U31909WB1982PTC035208 and its registered office at Unnayanam, 20A Ashutosh Chowdhury Avenue, Kolkata - 700019  
- And -

In the Matter of:  
Teenlok Impex Private Limited, a company having Corporate Identification No. U50909 WB2013PTC198438 and its registered office at Unnayanam, 20A Ashutosh Chowdhury Avenue, Kolkata - 700019  
- And -

In the Matter of:  
Jupiter Green Energy Private Limited, a company having Corporate Identification No. U41016WB2019PTC230241 and its registered office at Unnayanam, 20A Ashutosh Chowdhury Avenue, Kolkata - 700019  
- And -

In the Matter of:  
1. Jupiter Solar Power Limited  
2. Alanta Exim Private Limited  
3. Chirag Construction Company Private Limited  
4. Mitco Commercial Co Private Limited  
5. Teenlok Impex Private Limited  
6. Jupiter Green Energy Private Limited  
..... Petitioner

**NOTICE OF PETITION**

A Petition under Section 230 to 232 of the Companies Act, 2013 read with Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 for approval of Composite Scheme of Arrangement ("Scheme") between the Petitioner companies and their respective members for (a) amalgamation of Alanta Exim Private Limited, Chirag Construction Company Private Limited, Mitco Commercial Co Private Limited, Teenlok Impex Private Limited (Transferor Companies) with and into Jupiter Solar Power Limited (Transeree Company); and (b) de-merger of Trading Businesses (De-merged Undertaking) of Jupiter Green Energy Private Limited with and into Jupiter Solar Power Limited on a going-concern basis was presented by the above named petitioners on 13/10/2023 and the said petition is fixed for hearing before Kolkata Bench of Hon'ble National Company Law Tribunal on 3/11/2023. Any person desirous of supporting or opposing the said petition should send to the National Company Law Tribunal, Kolkata Bench at 5, Esplanade Row (West), Kolkata - 700001 and also to the petitioner's authorized representative, if any, and if not already filed, should be filed before this Tribunal no later than 7 (seven) days before the next date of hearing of the petition and a copy of such representation should be simultaneously sent to the Authorised Representative of the said Petitioner(s). If no such representation is received by the Tribunal within such period, it shall be presumed that such Authorities have no representation to make on the said Scheme. A copy of the petition will be furnished by the undersigned to any person requiring the same.

Dated: 13/10/2023

**Sd/-**  
Place: Mumbai  
Registration No: IBB/PA-001/IP-000668/2023/2023/1137  
AFA No. AA1/11137/02/04/223/105011 Valid till 04.12.2023  
Resolution Professional - PIK Resource India Pvt Ltd  
(Formerly known as PIK Studios Private Limited)  
(Under CIRP VIDE ORDER DATED 06.02.2023  
Regd. Address: B 213, Orchard Road Mall, Royal Palms, Aarey Colony Goregaon (East), Mumbai, Maharashtra, INDIA 400065; Email: [ca.m.sukhani@gmail.com](mailto:ca.m.sukhani@gmail.com)

**Shashi Agarwal**  
Authorised Representative of the Petitioners  
Address: Room No. 19, 4, K. S. Roy Road, Kolkata - 700 001  
email: [shashiagg@rediffmail.com](mailto:shashiagg@rediffmail.com)

**I SECURE CREDIT & CAPITAL SERVICES LIMITED**

CIN : L18209WB1994PLC062173  
Regd. Office : Old Nimita Road, Nandan Nagar, Belghoria, Kolkata-83  
Admin. Office : First Floor, Hall No. 2, MR ICON Next to Milestone Residency Bhayali, Vadodara-391410, Gujarat.  
Corp. Office : 1st Floor, City Castle Building East Fort, Thrissur 5, Pin : 680005, Kerala.  
E-mail : [compliance@iccsimpled.in](mailto:compliance@iccsimpled.in), Website : [www.orchidsecuritiesltd.com](http://www.orchidsecuritiesltd.com)  
Tel No. : +91 7574895589

**Extract of Standalone Unaudited Financial Results for the quarter and half year ended 30th September, 2023 (₹ in Lakhs)**

Sl. No.	Particulars	Standalone			
		Quarter Ended 30/09/2023 (Unaudited)	Quarter Ended 30/06/2023 (Unaudited)	Six Months Ended 30/09/2023 (Unaudited)	Year Ended 31/03/2023 (Audited)
1	Total Income from operations	48,973	74,232	27,930	113,157
2	Net Profit / (Loss) for the period (before Tax, Exceptional and/or Extraordinary items)	(6,630)	64,485	12,670	63,855
3	Net Profit / (Loss) for the period before Tax (after Exceptional and/or Extraordinary items)	(0,630)	64,485	12,670	63,855
4	Net Profit / (Loss) for the period after Tax (after Exceptional and/or Extraordinary items)	(0,496)	47,719	10,237	47,223
5	Total Comprehensive Income for the period [Comprising Profit / (Loss) for the period (after tax) and Other Comprehensive Income (after tax)]	(0,496)	47,719	10,237	47,223
6	Equity Share Capital (Face Value of ₹10/- each)	110,001	110,001	110,001	110,001
7	Reserves (Excluding Revaluation Reserve)	-	-	-	-
8	Earnings Per Share (of ₹10/- each) ("Not annualised")	(0.05)	0.434	0.093	0.429
	(a) Basic	(0.05)	0.434	0.093	0.429
	(b) Diluted	(0.05)	0.434	0.093	0.429

Notes :

1) The above is an extract of the detailed format of Unaudited Financial Results for the quarter and half year ended September 30, 2023 filed with the Stock Exchanges under Regulation 33 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015. The full format of the Unaudited Financial Results for the quarter and half year ended September 30, 2023 are available on the website of Stock Exchange(s) at [www.bseindia.com](http://www.bseindia.com), [www.nseindia.com](http://www.nseindia.com) and also on the website of the Company at [www.orchidsecuritiesltd.com](http://www.orchidsecuritiesltd.com).

2) The Company does not have any Exceptional & Extraordinary items to report in the above periods.

3) Figures have been regrouped and rearranged, wherever considered necessary.

Place : Kokata  
Date : 07.11.2023

For and on behalf of Board:  
**I Secure Credit & Capital Services Limited**

SD/-  
Sojan Vettukalil Avirachan

Managing Director  
DIN : 07593791

**INCREDIBLE INDUSTRIES LIMITED**

CIN : L27100WB1979PLC032200  
14, N.S. Road, 2nd Floor, Kolkata-700 001, Tel : 91 33 22428551  
E-mail: [investorsall@adhunikgroup.co.in](mailto:investorsall@adhunikgroup.co.in) | Website : [www.incredibleindustries.co.in](http://www.incredibleindustries.co.in)

**EXTRACT OF STATEMENT OF UNAUDITED FINANCIAL RESULTS FOR THE QUARTER AND HALF YEAR ENDED 30TH SEPTEMBER, 2023 (₹ in Lakhs except for EPS)**

Sl. No.	Particulars	Quarter Ended				Six Months Ended 30/09/2023 (Unaudited)	Year Ended 31/03/2023 (Audited)
		30/09/2023 (Unaudited)	30/06/2023 (Unaudited)	30/09/2022 (Unaudited)	30/09/2022 (Unaudited)		
1	Total Income from operations	20,896.28	22,810.55	16,566.51	43,714.33	85,181.58	74,060.70
2	Net Profit / (Loss) for the period (before Tax, Exceptional and/or Extraordinary items)	40.65	238.36	44.95	279.01	85.69	713.91
3	Net Profit / (Loss) for the period before Tax (after Exceptional and/or Extraordinary items)	40.65	238.36	44.95	279.01	85.69	713.91
4	Net Profit / (Loss) for the period after Tax (after Exceptional and/or Extraordinary items)	52.96	133.41	26.89	186.37	56.55	490.73
5	Total Comprehensive Income for the period [Comprising Profit / (Loss) for the period (after tax) and Other Comprehensive Income (after tax)]	54.07	134.52	28.00	188.59	58.77	490.43
6	Equity Share Capital (Face Value of ₹10/- each)	4,676.38	4,676.38	4,676.38	4,676.38	4,	





# ARCHIT KRISHNA

## Advocate

**BY HAND/EMAIL/SPEEDPOST**

Date: January 18, 2024

To,

**1. The Chairman,**

**Competition Commission of India**  
 9<sup>th</sup> Floor, Office Block, Tower-I,  
 Kidwai Nagar (East)  
 Opposite Ring Road,  
 New Delhi-110023

**2. The Director General,**

**Competition Commission of India,**  
 9<sup>th</sup> Floor, Office Block, Tower-I,  
 Kidwai Nagar (East)  
 Opposite Ring Road,  
 New Delhi-110023

Email:- ccicharmain@nic.in; secy@cci.gov.in  
 comb.registry@cci.gov.in; agarwal.anil@cci.gov.in;  
 sweta.kakkad@cci.gov.in; anurag.d@cci.gov.in;  
 shekhar@cci.gov.in; cci-vipulpuri@cci.gov.in.

**Sub: Complaint under Sections 44,45 of the Competition Act, 2002 read with Combination Regulations, against AGI Greenpac Limited**

Please find enclosed complaint on behalf of my client i.e., the Glass Manufacturer & Export Association U.P against AGI Greenpac Limited.

It is prayed, *inter alia*, that this Hon'ble Commission may be pleased to take cognizance of the enclosed complaint under Sections 44 and 45 of the

ग्राहकीय व्यवस्था बोर्ड  
 Competition Commission of India  
 9th Floor, Office Block-1  
 Kidwai Nagar (East), New Delhi-110023

Received  
Date - 18/1/24

ग्राहकीय व्यवस्था बोर्ड  
 Competition Commission of India  
 9th Floor, Office Block-1  
 Kidwai Nagar (East), New Delhi-110023

H-19, Basement, Lajpat Nagar-III, New Delhi-110024  
 +91-9810933083 | architkrishnaoffice@gmail.com

Archit Krishna <[architkrishnaoffice@gmail.com](mailto:architkrishnaoffice@gmail.com)>

---

## Complaint against AGI Greenpac Limited under Sections 44,45 of the Competition Act, 2002 read with Combination Regulations

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**Archit Krishna <[architkrishnaoffice@gmail.com](mailto:architkrishnaoffice@gmail.com)>**

Thu, Jan 18, 2024 at 10:18 PM

To: ccicharmain@nic.in, secy@cci.gov.in, comb.registry@cci.gov.in, agarwal.anil@cci.gov.in, sweta.kakkad@cci.gov.in, anurag.d@cci.gov.in, shekhar@cci.gov.in, cci-vipulpuri@cci.gov.in

**1. The Chairman, Competition Commission of India****2. The Director General, Competition Commission of India**

Please find enclosed Complaint against AGI Greenpac Limited under Section 44, 45 of the Competition Act, 2002, read with Combination Regulations on behalf of my client i.e., Glass Manufacturer & Export Association U.P. You are requested to take urgent action on the same.

Regards,

[AGI Greenpac Complaint.pdf](#)

--

Archit Krishna

B.A., L.L.B (Hons.)

+91 9810933083



## ANNEXURE P17

Archit Krishna <architkrishnaoffice@gmail.com>

### **Reminder for Complaint dated 18.01.2024 against AGI Greenpac Limited under Sections 44,45 of the Competition Act, 2002 read with Combination Regulations**

**Archit Krishna <architkrishnaoffice@gmail.com>**

Thu, Jan 25, 2024 at 2:18 PM

To: ccicharmain@nic.in, secy@cci.gov.in, comb.registry@cci.gov.in, agarwal.anil@cci.gov.in, sweta.kakkad@cci.gov.in, anurag.d@cci.gov.in, shekhar@cci.gov.in, cci-vipulpuri@cci.gov.in

BY HAND/EMAIL/SPEEDPOST

Date: January 25, 2024

To,

1. The Chairman,  
Competition Commission of India  
9 th Floor, Office Block, Tower-I,  
Kidwai Nagar (East)  
Opposite Ring Road,  
New Delhi-110023

2. The Director General,  
Competition Commission of India,  
9 th Floor, Office Block, Tower-I,  
Kidwai Nagar (East)  
Opposite Ring Road,  
New Delhi-110023

#### **Reminder- 1**

Sub: Complaint dated 18.01.2024 under Sections 44, 45 of the Competition Act, 2002 read with Combination Regulations, against AGI Greenpac Limited.

Ref: Conditional approval granted by the Commission through the order dated 15.03.2023 in Combination Notification C-2022/11/983 dated 03.11.2022 (Form-II). This approval is contingent upon AGI Greenpac Limited adhering to the voluntary modifications proposed for the acquisition of 100% equity shares of Hindusthan National Glass & Industries Limited under CIRP.

My client: The Glass Manufacturer & Export Association (“Complainant”) with its office located at 183/9, Sector-3, Vibhav Nagar, Firozabad-283203 (U.P.),

I am writing to bring attention to the Complaint submitted on behalf of my client, dated 18.01.2024, under Sections 44 and 45 of the Competition Act, 2002, in connection with Combination Regulations. The Complaint specifically addresses AGI Greenpac Limited’s conduct related to the conditional order dated 15.03.2023, in Combination Notification C-2022/11/983 dated 03.11.2022 (Form-II).

The said Complaint dated 18.01.2024 was formally submitted to the Commission through both email correspondence and the physical delivery of a

hardcopy. The contentions and statements articulated within the initial complaint remain reiterated in this reminder letter for your reference and consideration.

The explicit effort by AGI Greenpac Limited to present inaccurate and misleading information in its pursuit of conditional approval, as detailed in the said Complaint, raises serious apprehensions regarding the integrity of the approval process. The deliberate inconsistencies in operational capabilities, efficiency assertions, and market share data, along with the deliberate withholding of crucial information, underscore a coordinated attempt to deceive the Commission. Given these actions, it is imperative to underscore the Commission's authority to address this complaint, as the proceedings before the Commission remain ongoing, in accordance with Combination Regulation Nos. 17 and 26. The Commission holds the requisite jurisdiction to conduct a thorough investigation into the matter and implement necessary measures to uphold the integrity of the approval process and preserve market competition.

The Hon'ble NCLAT, through its order dated 28.07.2023, upheld the procedural aspects followed by the Commission in granting conditional approval on 15.03.2023. However, it's noteworthy that the Hon'ble NCLAT did not pass judgment on the issue of incorrect and false information provided by AGI Greenpac Limited in the Proposed Combination. It is pertinent to mention that the said NCLAT's order of 28.07.2023 is currently under challenge before the Hon'ble Apex Court. Additionally, the Commission has also contested this order, albeit on a limited scope. Paragraph 105 of the order dated 15.03.2023 expressly confers scope of investigation by the Commission, coupled with the power and authority under provisions of Section 44 and 45 of the Act, to initiate an investigation and implement necessary measures. This authority is aimed at upholding the integrity of the approval process and safeguarding market competition.

Enclosed herewith is a copy of the Complaint dated 18.01.2024 (excluding annexures) for your quick reference.

We respectfully request this Hon'ble Commission to acknowledge and consider the contents of the said complaint submitted under Sections 44 and 45 of the Competition Act, 2002. We urge the Commission to initiate a thorough investigation into the actions of AGI Greenpac Limited and grant the additional reliefs sought therein. Your prompt attention to this matter is sincerely appreciated.

On behalf of complainant, I respectfully request updates on the progress of the investigation and proceedings related to this complaint dated 18.01.2024. As the complainant, members of my client are fully prepared to provide any additional information or cooperation necessary for a comprehensive examination of the matter.

Regards,

--  
Archit Krishna  
B.A., L.L.B (Hons.)  
+91 9810933083

 **Reminder AGI Greenpac Ltd\_25.01.2024.pdf**

4798K

# ARCHIT KRISHNA

## Advocate

BY HAND/EMAIL/SPEEDPOST

Date: January 25, 2024

To,

1. The Chairman,  
Competition Commission of India  
9 th Floor, Office Block, Tower-I,  
Kidwai Nagar (East)  
Opposite Ring Road,  
New Delhi-110023

2. The Director General,  
Competition Commission of India,  
9 th Floor, Office Block, Tower-I,  
Kidwai Nagar (East)  
Opposite Ring Road,  
New Delhi-110023

Email:- ccicharmain@nic.in; secy@cci.gov.in  
comb.registry@cci.gov.in; agarwal.anil@cci.gov.in;  
sweta.kakkad@cci.gov.in; anurag.d@cci.gov.in;  
shekhar@cci.gov.in; cci-vipulpuri@cci.gov.in.

### Reminder- 1

Sub: Complaint dated 18.01.2024 under Sections 44, 45 of the Competition Act, 2002 read with Combination Regulations, against AGI Greenpac Limited.

Ref: Conditional approval granted by the Commission through the order dated 15.03.2023 in Combination Notification C-2022/11/983 dated 03.11.2022 (Form-II). This approval is contingent upon AGI Greenpac Limited adhering to the voluntary modifications proposed for the acquisition of 100% equity shares of Hindusthan National Glass & Industries Limited under CIRP.

My client: The Glass Manufacturer & Export Association ("Complainant") with its office located at 183/9, Sector-3, Vibhav Nagar, Firozabad-283203 (U.P.),

I am writing to bring attention to the Complaint submitted on behalf of my client, dated 18.01.2024, under Sections 44 and 45 of the Competition Act, 2002, in connection with Combination Regulations. The Complaint specifically addresses AGI Greenpac Limited's conduct related to the

H-19, Basement, Lajpat Nagar-III, New Delhi-110024  
+91-9810933083 | architkrishnaoffice@gmail.com

From 25/1/2024

Review of  
Letter dated  
25th January 2024

25th January 2024



Archit Krishna &lt;architkrishnaoffice@gmail.com&gt;

---

**Reminder-2 for Complaint dated 18.01.2024 against AGI Greenpac Limited under Sections 44,45 of the Competition Act, 2002 read with Combination Regulations**

---

Archit Krishna &lt;architkrishnaoffice@gmail.com&gt;

Mon, Jan 29, 2024 at 4:10 PM

To: ccicharmain@nic.in, secy@cci.gov.in, comb.registry@cci.gov.in, agarwal.anil@cci.gov.in, sweta.kakkad@cci.gov.in, anurag.d@cci.gov.in, shekhar@cci.gov.in, cci-vipulpuri@cci.gov.in

BY HAND/EMAIL

Date: January 29, 2024

To,

1. The Chairman,  
Competition Commission of India  
9 th Floor, Office Block, Tower-I,  
Kidwai Nagar (East)  
Opposite Ring Road,  
New Delhi-110023

2. The Director General,  
Competition Commission of India,  
9 th Floor, Office Block, Tower-I,  
Kidwai Nagar (East)  
Opposite Ring Road,  
New Delhi-110023

**Reminder- 2**

Sub: Complaint dated 18.01.2024 under Sections 44, 45 of the Competition Act, 2002 read with Combination Regulations, against AGI Greenpac Limited.

Ref: Conditional approval granted by the Commission through the order dated 15.03.2023 in Combination Notification C-2022/11/983 dated 03.11.2022 (Form-II). This approval is contingent upon AGI Greenpac Limited adhering to the voluntary modifications proposed for the acquisition of 100% equity shares of Hindusthan National Glass & Industries Limited under CIRP.

My client: The Glass Manufacturer & Export Association ("Complainant") with its office located at 183/9, Sector-3, Vibhav Nagar, Firozabad-283203 (U.P.),

I am writing to bring attention to the Complaint submitted on behalf of my client, dated 18.01.2024, under Sections 44 and 45 of the Competition Act, 2002, in connection with Combination Regulations. The Complaint specifically addresses AGI Greenpac Limited's conduct related to the conditional order dated 15.03.2023, in Combination Notification C-2022/11/983 dated 03.11.2022 (Form-II).

The said Complaint dated 18.01.2024 was formally submitted to the

Commission through both email correspondence and the physical delivery of a hardcopy. The contentions and statements articulated within the initial complaint remain reiterated in this reminder letter for your reference and consideration.

The explicit effort by AGI Greenpac Limited to present inaccurate and misleading information in its pursuit of conditional approval, as detailed in the said Complaint, raises serious apprehensions regarding the integrity of the approval process. The deliberate inconsistencies in operational capabilities, efficiency assertions, and market share data, along with the deliberate withholding of crucial information, underscore a coordinated attempt to deceive the Commission. Given these actions, it is imperative to underscore the Commission's authority to address this complaint, as the proceedings before the Commission remain ongoing, in accordance with Combination Regulation Nos. 17 and 26. The Commission holds the requisite jurisdiction to conduct a thorough investigation into the matter and implement necessary measures to uphold the integrity of the approval process and preserve market competition.

The Hon'ble NCLAT, through its order dated 28.07.2023, upheld the procedural aspects followed by the Commission in granting conditional approval on 15.03.2023. However, it's noteworthy that the Hon'ble NCLAT did not pass judgment on the issue of incorrect and false information provided by AGI Greenpac Limited in the Proposed Combination. It is pertinent to mention that the said NCLAT's order of 28.07.2023 is currently under challenge before the Hon'ble Apex Court. Additionally, the Commission has also contested this order, albeit on a limited scope. Paragraph 105 of the order dated 15.03.2023 expressly confers scope of investigation by the Commission, coupled with the power and authority under provisions of Section 44 and 45 of the Act, to initiate an investigation and implement necessary measures. This authority is aimed at upholding the integrity of the approval process and safeguarding market competition.

Enclosed herewith is a copy of the Complaint dated 18.01.2024 (excluding annexures) along with Reminder letter dated 25.01.2024 for your quick reference.

We respectfully request this Hon'ble Commission to acknowledge and consider the contents of the said complaint submitted under Sections 44 and 45 of the Competition Act, 2002. We urge the Commission to initiate a thorough investigation into the actions of AGI Greenpac Limited and grant the additional reliefs sought therein. Your prompt attention to this matter is sincerely appreciated.

On behalf of complainant, I respectfully request updates on the progress of the investigation and proceedings related to this complaint dated 18.01.2024. As the complainant, members of my client are fully prepared to provide any additional information or cooperation necessary for a comprehensive examination of the matter.

Regards,

--  
Archit Krishna  
B.A., L.L.B (Hons.)  
+91 9810933083

 **Reminder AGI Greenpac Ltd\_29.01.2024.pdf**

4946K

# ARCHIT KRISHNA

## Advocate

BY HAND/EMAIL

Date: January 29, 2024

To,

1. The Chairman,  
Competition Commission of India  
9 th Floor, Office Block, Tower-I,  
Kidwai Nagar (East)  
Opposite Ring Road,  
New Delhi-110023

2. The Director General,  
Competition Commission of India,  
9 th Floor, Office Block, Tower-I,  
Kidwai Nagar (East)  
Opposite Ring Road,  
New Delhi-110023

Email:- ccicharmain@nic.in; secy@cci.gov.in  
comb.registry@cci.gov.in; agarwal.anil@cci.gov.in;  
sweta.kakkad@cci.gov.in; anurag.d@cci.gov.in;  
shekhar@cci.gov.in; cci-vipulpuri@cci.gov.in.

### Reminder- 2

Sub: Complaint dated 18.01.2024 under Sections 44, 45 of the Competition Act, 2002 read with Combination Regulations, against AGI Greenpac Limited.

Ref: Conditional approval granted by the Commission through the order dated 15.03.2023 in Combination Notification C-2022/11/983 dated 03.11.2022 (Form-II). This approval is contingent upon AGI Greenpac Limited adhering to the voluntary modifications proposed for the acquisition of 100% equity shares of Hindusthan National Glass & Industries Limited under CIRP.

My client: The Glass Manufacturer & Export Association ("Complainant") with its office located at 183/9, Sector-3, Vibhav Nagar, Firozabad-283203 (U.P.),

I am writing to bring attention to the Complaint submitted on behalf of my client, dated 18.01.2024, under Sections 44 and 45 of the Competition Act, 2002, in connection with Combination Regulations. The Complaint specifically addresses AGI Greenpac Limited's conduct related to the

*Parvay 30/1/24*  
*Received a letter*  
*Dated 29/1/24*

H-19, Basement, Lajpat Nagar-III, New Delhi-110024

+91-9810933083 | architkrishnaoffice@gmail.com

Archit Krishna <[architkrishnaoffice@gmail.com](mailto:architkrishnaoffice@gmail.com)>

---

**Reminder-3 for Complaint dated 18.01.2024 against AGI Greenpac Limited under Sections 44,45 of the Competition Act, 2002 read with Combination Regulations**

---

Archit Krishna <[architkrishnaoffice@gmail.com](mailto:architkrishnaoffice@gmail.com)>

Mon, Feb 5, 2024 at 6:03 PM

To: ccicharmain@nic.in, secy@cci.gov.in, comb.registry@cci.gov.in, agarwal.anil@cci.gov.in, sweta.kakkad@cci.gov.in, anurag.d@cci.gov.in, shekhar@cci.gov.in, cci-vipulpuri@cci.gov.in

BY HAND/EMAIL

Date: February 05, 2024

To,

1. The Chairman,  
Competition Commission of India  
9 th Floor, Office Block, Tower-I,  
Kidwai Nagar (East)  
Opposite Ring Road,  
New Delhi-110023

2. The Director General,  
Competition Commission of India,  
9 th Floor, Office Block, Tower-I,  
Kidwai Nagar (East)  
Opposite Ring Road,  
New Delhi-110023

Email:- [ccicharmain@nic.in](mailto:ccicharmain@nic.in); [secy@cci.gov.in](mailto:secy@cci.gov.in)  
[comb.registry@cci.gov.in](mailto:comb.registry@cci.gov.in); [agarwal.anil@cci.gov.in](mailto:agarwal.anil@cci.gov.in);  
[sweta.kakkad@cci.gov.in](mailto:sweta.kakkad@cci.gov.in); [anurag.d@cci.gov.in](mailto:anurag.d@cci.gov.in);  
[shekhar@cci.gov.in](mailto:shekhar@cci.gov.in); [ccivipulpuri@cci.gov.in](mailto:ccivipulpuri@cci.gov.in).

**Reminder- 3**

Sub: Complaint dated 18.01.2024 under Sections 44, 45 of the Competition Act, 2002 read with Combination Regulations, against AGI Greenpac Limited.

Ref: Conditional approval granted by the Commission through the order dated 15.03.2023 in Combination Notification C-2022/11/983 dated 03.11.2022 (Form-II). This approval is contingent upon AGI Greenpac Limited adhering to the voluntary modifications proposed for the acquisition of 100% equity shares of Hindusthan National Glass & Industries Limited under CIRP.

My client: The Glass Manufacturer & Export Association (“Complainant”) with its office located at 183/9, Sector-3, Vibhav Nagar, Firozabad-283203 (U.P.),

I am writing to bring attention to the Complaint submitted on behalf of my client, dated 18.01.2024, under Sections 44 and 45 of the Competition Act, 2002,

in connection with Combination Regulations. The Complaint specifically addresses AGI Greenpac Limited's conduct related to the conditional order dated 15.03.2023, in Combination Notification C-2022/11/983 dated 03.11.2022 (Form-II).

The said Complaint dated 18.01.2024 was formally submitted to the Commission through both email correspondence and the physical delivery of a hardcopy. The contentions and statements articulated within the initial complaint remain reiterated in this reminder letter for your reference and consideration.

The explicit effort by AGI Greenpac Limited to present inaccurate and misleading information in its pursuit of conditional approval, as detailed in the said Complaint, raises serious apprehensions regarding the integrity of the approval process. The deliberate inconsistencies in operational capabilities, efficiency assertions, and market share data, along with the deliberate withholding of crucial information, underscore a coordinated attempt to deceive the Commission. Given these actions, it is imperative to underscore the Commission's authority to address this complaint, as the proceedings before the Commission remain ongoing, in accordance with Combination Regulation Nos. 17 and 26. The Commission holds the requisite jurisdiction to conduct a thorough investigation into the matter and implement necessary measures to uphold the integrity of the approval process and preserve market competition.

The Hon'ble NCLAT, through its order dated 28.07.2023, upheld the procedural aspects followed by the Commission in granting conditional approval on 15.03.2023. However, it's noteworthy that the Hon'ble NCLAT did not pass judgment on the issue of incorrect and false information provided by AGI Greenpac Limited in the Proposed Combination. It is pertinent to mention that the said NCLAT's order of 28.07.2023 is currently under challenge before the Hon'ble Apex Court. Additionally, the Commission has also contested this order, albeit on a limited scope. Paragraph 105 of the order dated 15.03.2023 expressly confers scope of investigation by the Commission, coupled with the power and authority under provisions of Section 44 and 45 of the Act, to initiate an investigation and implement necessary measures. This authority is aimed at upholding the integrity of the approval process and safeguarding market competition.

Enclosed herewith is a copy of the Complaint dated 18.01.2024 (excluding annexures), as well as reminders regarding complaint dated 25.01.2024 and 29.01.2024 for your quick reference.

We respectfully request this Hon'ble Commission to acknowledge and consider the contents of the said complaint submitted under Sections 44 and 45 of the Competition Act, 2002. We urge the Commission to initiate a thorough investigation into the actions of AGI Greenpac Limited and grant the additional reliefs sought therein. Your prompt attention to this matter is sincerely appreciated.

On behalf of complainant, I respectfully request updates on the progress of the investigation and proceedings related to this complaint dated 18.01.2024. As the complainant, members of my client are fully prepared to provide any additional information or cooperation necessary for a comprehensive examination of the matter.

Encl. as above.

--

**Archit Krishna**  
B.A., L.L.B (Hons.)  
+91 9810933083

---

 **Reminder AGI Greenpac Ltd\_05.02.2024.pdf**  
5083K

# ARCHIT KRISHNA

## Advocate

BY HAND/EMAIL

Date: February 05, 2024

To,

1. The Chairman,  
Competition Commission of India  
9 th Floor, Office Block, Tower-I,  
Kidwai Nagar (East)  
Opposite Ring Road,  
New Delhi-110023

2. The Director General,  
Competition Commission of India,  
9 th Floor, Office Block, Tower-I,  
Kidwai Nagar (East)  
Opposite Ring Road,  
New Delhi-110023

Email:- ccicharmain@nic.in; secy@cci.gov.in  
comb.registry@cci.gov.in; agarwal.anil@cci.gov.in;  
sweta.kakkad@cci.gov.in; anurag.d@cci.gov.in;  
shekhar@cci.gov.in; cci-vipulpuri@cci.gov.in.

### Reminder- 3

*Office of Chairperson*

Sub: Complaint dated 18.01.2024 under Sections 44, 45 of the Competition Act, 2002 read with Combination Regulations, against AGI Greenpac Limited.

*Rec. by  
L. Singh  
5/2/24*

Ref: Conditional approval granted by the Commission through the order dated 15.03.2023 in Combination Notification C-2022/11/983 dated 03.11.2022 (Form-II). This approval is contingent upon AGI Greenpac Limited adhering to the voluntary modifications proposed for the acquisition of 100% equity shares of Hindusthan National Glass & Industries Limited under CIRP.

My client: The Glass Manufacturer & Export Association ("Complainant") with its office located at 183/9, Sector-3, Vibhav Nagar, Firozabad-283203 (U.P.),

I am writing to bring attention to the Complaint submitted on behalf of my client, dated 18.01.2024, under Sections 44 and 45 of the Competition Act, 2002, in connection with Combination Regulations. The Complaint specifically addresses AGI Greenpac Limited's conduct related to the

Archit Krishna <[architkrishnaoffice@gmail.com](mailto:architkrishnaoffice@gmail.com)>

---

**Reminder-4 for Complaint dated 18.01.2024 against AGI Greenpac Limited under Sections 44,45 of the Competition Act, 2002 read with Combination Regulations**

---

Archit Krishna <[architkrishnaoffice@gmail.com](mailto:architkrishnaoffice@gmail.com)>

Fri, Feb 9, 2024 at 8:54 AM

To: ccicharmain@nic.in, secy@cci.gov.in, comb.registry@cci.gov.in, agarwal.anil@cci.gov.in, sweta.kakkad@cci.gov.in, anurag.d@cci.gov.in, shekhar@cci.gov.in, cci-vipulpuri@cci.gov.in

BY HAND/EMAIL

Date: February 09, 2024

To,

1. The Chairman,  
Competition Commission of India  
9 th Floor, Office Block, Tower-I,  
Kidwai Nagar (East)  
Opposite Ring Road,  
New Delhi-110023

2. The Director General,  
Competition Commission of India,  
9 th Floor, Office Block, Tower-I,  
Kidwai Nagar (East)  
Opposite Ring Road,  
New Delhi-110023

Email:- [ccicharmain@nic.in](mailto:ccicharmain@nic.in); [secy@cci.gov.in](mailto:secy@cci.gov.in)  
[comb.registry@cci.gov.in](mailto:comb.registry@cci.gov.in); [agarwal.anil@cci.gov.in](mailto:agarwal.anil@cci.gov.in);  
[sweta.kakkad@cci.gov.in](mailto:sweta.kakkad@cci.gov.in); [anurag.d@cci.gov.in](mailto:anurag.d@cci.gov.in);  
[shekhar@cci.gov.in](mailto:shekhar@cci.gov.in); [ccivipulpuri@cci.gov.in](mailto:ccivipulpuri@cci.gov.in).

**Reminder- 4**

Sub: Complaint dated 18.01.2024 under Sections 44, 45 of the Competition Act, 2002 read with Combination Regulations, against AGI Greenpac Limited.

Ref: Conditional approval granted by the Commission through the order dated 15.03.2023 in Combination Notification C-2022/11/983 dated 03.11.2022 (Form-II). This approval is contingent upon AGI Greenpac Limited adhering to the voluntary modifications proposed for the acquisition of 100% equity shares of Hindusthan National Glass & Industries Limited under CIRP.

My client: The Glass Manufacturer & Export Association (“Complainant”) with its office located at 183/9, Sector-3, Vibhav Nagar, Firozabad-283203 (U.P.),

I am writing to bring attention to the Complaint submitted on behalf of my client, dated 18.01.2024, under Sections 44 and 45 of the Competition Act, 2002,

in connection with Combination Regulations. The Complaint specifically addresses AGI Greenpac Limited's conduct related to the conditional order dated 15.03.2023, in Combination Notification C-2022/11/983 dated 03.11.2022 (Form-II).

The said Complaint dated 18.01.2024 was formally submitted to the Commission through both email correspondence and the physical delivery of a hardcopy. The contentions and statements articulated within the initial complaint remain reiterated in this reminder letter for your reference and consideration.

The explicit effort by AGI Greenpac Limited to present inaccurate and misleading information in its pursuit of conditional approval, as detailed in the said Complaint, raises serious apprehensions regarding the integrity of the approval process. The deliberate inconsistencies in operational capabilities, efficiency assertions, and market share data, along with the deliberate withholding of crucial information, underscore a coordinated attempt to deceive the Commission. Given these actions, it is imperative to underscore the Commission's authority to address this complaint, as the proceedings before the Commission remain ongoing, in accordance with Combination Regulation Nos. 17 and 26. The Commission holds the requisite jurisdiction to conduct a thorough investigation into the matter and implement necessary measures to uphold the integrity of the approval process and preserve market competition.

The Hon'ble NCLAT, through its order dated 28.07.2023, upheld the procedural aspects followed by the Commission in granting conditional approval on 15.03.2023. However, it's noteworthy that the Hon'ble NCLAT did not pass judgment on the issue of incorrect and false information provided by AGI Greenpac Limited in the Proposed Combination. It is pertinent to mention that the said NCLAT's order of 28.07.2023 is currently under challenge before the Hon'ble Apex Court. Additionally, the Commission has also contested this order, albeit on a limited scope. Paragraph 105 of the order dated 15.03.2023 expressly confers scope of investigation by the Commission, coupled with the power and authority under provisions of Section 44 and 45 of the Act, to initiate an investigation and implement necessary measures. This authority is aimed at upholding the integrity of the approval process and safeguarding market competition.

Enclosed herewith is a copy of the Complaint dated 18.01.2024 (excluding annexures), as well as reminders regarding complaint dated 25.01.2024, 29.01.2024 and 05.02.2024 for your quick reference.

We respectfully request this Hon'ble Commission to acknowledge and consider the contents of the said complaint submitted under Sections 44 and 45 of the Competition Act, 2002. We urge the Commission to initiate a thorough investigation into the actions of AGI Greenpac Limited and grant the additional reliefs sought therein. Your prompt attention to this matter is sincerely appreciated.

On behalf of the complainant, I respectfully request updates on the progress of the investigation and proceedings related to this complaint dated 18.01.2024. As the complainant, members of my client are fully prepared to provide any additional information or cooperation necessary for a comprehensive examination of the matter.

Encl. as above.

--

**Archit Krishna**  
B.A., L.L.B (Hons.)  
+91 9810933083

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 **Reminder AGI Greenpac Ltd\_09.02.2024.pdf**  
5226K

# ARCHIT KRISHNA

## Advocate

BY HAND/EMAIL

Date: February 09, 2024

To,  
 1. The Chairman,  
 Competition Commission of India  
 9 th Floor, Office Block, Tower-I,  
 Kidwai Nagar (East)  
 Opposite Ring Road,  
 New Delhi-110023

2. The Director General,  
 Competition Commission of India,  
 9 th Floor, Office Block, Tower-I,  
 Kidwai Nagar (East)  
 Opposite Ring Road,  
 New Delhi-110023

Email:- ccicharmain@nic.in; secy@cci.gov.in  
 comb.registry@cci.gov.in; agarwal.anil@cci.gov.in;  
 sweta.kakkad@cci.gov.in; anurag.d@cci.gov.in;  
 shekhar@cci.gov.in; cci-vipulpuri@cci.gov.in.

### **Reminder- 4**

Sub: Complaint dated 18.01.2024 under Sections 44, 45 of the Competition Act, 2002 read with Combination Regulations, against AGI Greenpac Limited.

Ref: Conditional approval granted by the Commission through the order dated 15.03.2023 in Combination Notification C-2022/11/983 dated 03.11.2022 (Form-II). This approval is contingent upon AGI Greenpac Limited adhering to the voluntary modifications proposed for the acquisition of 100% equity shares of Hindusthan National Glass & Industries Limited under CIRP.

My client: The Glass Manufacturer & Export Association ("Complainant") with its office located at 183/9, Sector-3, Vibhav Nagar, Firozabad-283203 (U.P.),

I am writing to bring attention to the Complaint submitted on behalf of my client, dated 18.01.2024, under Sections 44 and 45 of the Competition Act, 2002, in connection with Combination Regulations. The Complaint specifically addresses AGI Greenpac Limited's conduct related to the



**H-19, Basement, Lajpat Nagar-III, New Delhi-110024**

Archit Krishna <[architkrishnaoffice@gmail.com](mailto:architkrishnaoffice@gmail.com)>

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**Reminder-5 for Complaint dated 18.01.2024 against AGI Greenpac Limited under Sections 44,45 of the Competition Act, 2002 read with Combination Regulations**

---

Archit Krishna <[architkrishnaoffice@gmail.com](mailto:architkrishnaoffice@gmail.com)>

Mon, Mar 18, 2024 at 3:42 PM

To: ccicharmain@nic.in, secy@cci.gov.in, comb.registry@cci.gov.in, agarwal.anil@cci.gov.in, sweta.kakkad@cci.gov.in, anurag.d@cci.gov.in, shekhar@cci.gov.in, cci-vipulpuri@cci.gov.in

BY HAND/EMAIL

Date: March 18, 2024

To,

1. The Chairman,  
Competition Commission of India  
9 th Floor, Office Block, Tower-I,  
Kidwai Nagar (East)  
Opposite Ring Road,  
New Delhi-110023

2. The Director General,  
Competition Commission of India,  
9 th Floor, Office Block, Tower-I,  
Kidwai Nagar (East)  
Opposite Ring Road,  
New Delhi-110023

Email:- [ccicharmain@nic.in](mailto:ccicharmain@nic.in); [secy@cci.gov.in](mailto:secy@cci.gov.in)  
[comb.registry@cci.gov.in](mailto:comb.registry@cci.gov.in); [agarwal.anil@cci.gov.in](mailto:agarwal.anil@cci.gov.in);  
[sweta.kakkad@cci.gov.in](mailto:sweta.kakkad@cci.gov.in); [anurag.d@cci.gov.in](mailto:anurag.d@cci.gov.in);  
[shekhar@cci.gov.in](mailto:shekhar@cci.gov.in); [ccivipulpuri@cci.gov.in](mailto:ccivipulpuri@cci.gov.in).

**Reminder- 5**

Sub: Complaint dated 18.01.2024 under Sections 44, 45 of the Competition Act, 2002 read with Combination Regulations, against AGI Greenpac Limited.

Ref: Conditional approval granted by the Commission through the order dated 15.03.2023 in Combination Notification C-2022/11/983 dated 03.11.2022 (Form-II). This approval is contingent upon AGI Greenpac Limited adhering to the voluntary modifications proposed for the acquisition of 100% equity shares of Hindusthan National Glass & Industries Limited under CIRP.

My client: The Glass Manufacturer & Export Association (“Complainant”) with its office located at 183/9, Sector-3, Vibhav Nagar, Firozabad-283203 (U.P.),

I am writing to bring attention to the Complaint submitted on behalf of my client, dated 18.01.2024, under Sections 44 and 45 of the Competition Act, 2002,

in connection with Combination Regulations. The Complaint specifically addresses AGI Greenpac Limited's conduct related to the conditional order dated 15.03.2023, in Combination Notification C-2022/11/983 dated 03.11.2022 (Form-II).

The said Complaint dated 18.01.2024 was formally submitted to the Commission through both email correspondence and the physical delivery of a hardcopy. The contentions and statements articulated within the initial complaint remain reiterated in this reminder letter for your reference and consideration.

The explicit effort by AGI Greenpac Limited to present inaccurate and misleading information in its pursuit of conditional approval, as detailed in the said Complaint, raises serious apprehensions regarding the integrity of the approval process. The deliberate inconsistencies in operational capabilities, efficiency assertions, and market share data, along with the deliberate withholding of crucial information, underscore a coordinated attempt to deceive the Commission. Given these actions, it is imperative to underscore the Commission's authority to address this complaint, as the proceedings before the Commission remain ongoing, in accordance with Combination Regulation Nos. 17 and 26. The Commission holds the requisite jurisdiction to conduct a thorough investigation into the matter and implement necessary measures to uphold the integrity of the approval process and preserve market competition.

The Hon'ble NCLAT, through its order dated 28.07.2023, upheld the procedural aspects followed by the Commission in granting conditional approval on 15.03.2023. However, it's noteworthy that the Hon'ble NCLAT did not pass judgment on the issue of incorrect and false information provided by AGI Greenpac Limited in the Proposed Combination. It is pertinent to mention that the said NCLAT's order of 28.07.2023 is currently under challenge before the Hon'ble Apex Court. Additionally, the Commission has also contested this order, albeit on a limited scope. Paragraph 105 of the order dated 15.03.2023 expressly confers scope of investigation by the Commission, coupled with the power and authority under provisions of Section 44 and 45 of the Act, to initiate an investigation and implement necessary measures. This authority is aimed at upholding the integrity of the approval process and safeguarding market competition.

Enclosed herewith is a copy of the Complaint dated 18.01.2024 (excluding annexures), as well as reminders regarding complaint dated 25.01.2024, 29.01.2024, 05.02.2024 and 09.02.2024 for your quick reference.

We respectfully request this Hon'ble Commission to acknowledge and consider the contents of the said complaint submitted under Sections 44 and 45 of the Competition Act, 2002. We urge the Commission to initiate a thorough investigation into the actions of AGI Greenpac Limited and grant the additional reliefs sought therein. Your prompt attention to this matter is sincerely appreciated.

On behalf of complainant, I respectfully request updates on the progress of the investigation and proceedings related to this complaint dated 18.01.2024. As the complainant, members of my client are fully prepared to provide any additional information or cooperation necessary for a comprehensive examination of the matter.

Encl. as above.

--

**Archit Krishna**  
B.A., L.L.B (Hons.)  
+91 9810933083

---

 **Reminder AGI Greenpac Ltd\_18.03.2024.pdf**  
5367K

**ARCHIT KRISHNA**  
Advocate

BY HAND/EMAIL

Date: March 18, 2024

To,

1. The Chairman,  
Competition Commission of India  
9 th Floor, Office Block, Tower-I,  
Kidwai Nagar (East)  
Opposite Ring Road,  
New Delhi-110023

2. The Director General,  
Competition Commission of India,  
9 th Floor, Office Block, Tower-I,  
Kidwai Nagar (East)  
Opposite Ring Road,  
New Delhi-110023

Email:- ccicharmain@nic.in; secy@cci.gov.in  
comb.registry@cci.gov.in; agarwal.anil@cci.gov.in;  
sweta.kakkad@cci.gov.in; anurag.d@cci.gov.in;  
shekhar@cci.gov.in; cci-vipulpuri@cci.gov.in.



*Amulya P. W.*

**ARCHIT KRISHNA**  
Advocate

BY HAND/EMAIL

Date: March 18, 2024

To,

1. The Chairman,  
Competition Commission of India  
9 th Floor, Office Block, Tower-I,  
Kidwai Nagar (East)  
Opposite Ring Road,  
New Delhi-110023

2. The Director General,  
Competition Commission of India,  
9 th Floor, Office Block, Tower-I,  
Kidwai Nagar (East)  
Opposite Ring Road,  
New Delhi-110023

Email:- ccicharmain@nic.in; secy@cci.gov.in  
comb.registry@cci.gov.in; agarwal.anil@cci.gov.in;  
sweta.kakkad@cci.gov.in; anurag.d@cci.gov.in;  
shekhar@cci.gov.in; cci-vipulpuri@cci.gov.in.

Archit Krishna <[architkrishnaoffice@gmail.com](mailto:architkrishnaoffice@gmail.com)>

---

**Reminder-6 for Complaint dated 18.01.2024 against AGI Greenpac Limited under Sections 44,45 of the Competition Act, 2002 read with Combination Regulations**

---

Archit Krishna <[architkrishnaoffice@gmail.com](mailto:architkrishnaoffice@gmail.com)>

To: ccicharmain@nic.in, secy@cci.gov.in, comb.registry@cci.gov.in, agarwal.anil@cci.gov.in, sweta.kakkad@cci.gov.in, anurag.d@cci.gov.in, shekhar@cci.gov.in, cci-vipulpuri@cci.gov.in

Thu, May 30, 2024 at 1:51 PM

BY HAND/EMAIL

Date: May 30, 2024

To,

**1. The Chairman,  
Competition Commission of India**9th Floor, Office Block, Tower-I,  
Kidwai Nagar (East)  
Opposite Ring Road,  
New Delhi-110023**2. The Director General,  
Competition Commission of India,**  
9th Floor, Office Block, Tower-I,  
Kidwai Nagar (East)  
Opposite Ring Road,  
New Delhi-110023Email:- [ccicharmain@nic.in](mailto:ccicharmain@nic.in); [secy@cci.gov.in](mailto:secy@cci.gov.in)  
[comb.registry@cci.gov.in](mailto:comb.registry@cci.gov.in); [agarwal.anil@cci.gov.in](mailto:agarwal.anil@cci.gov.in);  
[sweta.kakkad@cci.gov.in](mailto:sweta.kakkad@cci.gov.in); [anurag.d@cci.gov.in](mailto:anurag.d@cci.gov.in);  
[shekhar@cci.gov.in](mailto:shekhar@cci.gov.in); [ccivipulpuri@cci.gov.in](mailto:ccivipulpuri@cci.gov.in).**Last Reminder**

Sub: Complaint dated 18.01.2024 under Sections 44, 45 of the Competition Act, 2002 read with Combination Regulations, against AGI Greenpac Limited with reminders regarding complaint dated 25.01.2024, 29.01.2024, 05.02.2024, 09.02.2024 and 18.03.2024.

Ref: Conditional approval granted by the Commission through the order dated 15.03.2023 in Combination Notification C-2022/11/983 dated 03.11.2022 (Form-II). This approval is contingent upon AGI Greenpac Limited adhering to the voluntary modifications proposed for the acquisition of 100% equity shares of Hindusthan National Glass & Industries Limited under CIRP.

My client: **The Glass Manufacturer & Export Association (“Complainant”)** with its office located at 183/9, Sector-3, Vibhav Nagar, Firozabad-283203 (U.P.),

1. I am writing to bring attention to the Complaint submitted on behalf of my client, dated 18.01.2024, under Sections 44 and 45 of the Competition Act, 2002, in connection with Combination Regulations. The Complaint specifically addresses AGI Greenpac Limited's conduct related to the conditional order dated 15.03.2023, in Combination Notification C-2022/11/983 dated 03.11.2022 (Form-II).
2. The said Complaint dated 18.01.2024 was formally submitted to the Commission through both email correspondence and the physical delivery of a hardcopy. The contentions and statements articulated within the initial complaint remain reiterated in this reminder letter for your reference and consideration.
3. The explicit effort by AGI Greenpac Limited to present inaccurate and misleading information in its pursuit of conditional approval, as detailed in the said Complaint, raises serious apprehensions regarding the integrity of the approval process. The deliberate inconsistencies in operational capabilities, efficiency assertions, and market share data, along with the deliberate withholding of crucial information, underscore a coordinated attempt to deceive the Commission. Given these actions, it is imperative to underscore the Commission's authority to address this complaint, as the proceedings before the Commission remain ongoing, in accordance with Combination Regulation Nos. 17 and 26. The Commission holds the requisite jurisdiction to conduct a thorough investigation into the matter and implement necessary measures to uphold the integrity of the approval process and preserve market competition.
4. The Hon'ble NCLAT, through its order dated 28.07.2023, upheld the procedural aspects followed by the Commission in granting conditional approval on 15.03.2023. **However, it's noteworthy that the Hon'ble NCLAT did not pass judgment on the issue of incorrect and false information provided by AGI Greenpac Limited in the Proposed Combination.**
5. It is further pertinent to mention that the said NCLAT's order of 28.07.2023 is currently under challenge before the Hon'ble Apex Court. Additionally, the Commission has also contested this order, albeit on a limited scope.
6. Paragraph 105 of the order dated 15.03.2023 issued by the Commission expressly confers scope of investigation by the Commission, coupled with the power and authority under provisions of Section 44 and 45 of the Act, to initiate an investigation and implement necessary measures. This authority is aimed at upholding the integrity of the approval process and safeguarding market competition.
7. We respectfully request this Hon'ble Commission to acknowledge and consider the contents of the said complaint submitted under Sections 44 and 45 of the Competition Act, 2002. We urge the Commission to initiate a thorough investigation into the actions of AGI Greenpac Limited and grant the additional reliefs sought therein. Your prompt attention to this matter is sincerely appreciated.

8. On behalf of complainant, I respectfully request updates on the progress of the investigation and proceedings related to this complaint dated 18.01.2024. **You will note that over 5 months since complaint dated 18.01.2024 have passed since our complaint was submitted and we are yet to receive any information in the matter.** As the complainant, members of my client are fully prepared to provide any additional information or cooperation necessary for a comprehensive examination of the matter.

**9.** It is respectfully submitted that if the Commission is unable to provide updates on the progress of the investigation and proceedings related to the complaint dated 18.01.2024 submitted on behalf of my client against AGI Greenpac Limited, concerning their presentation of inaccurate, false and misleading information in pursuit of conditional approval dated 15.03.2023 for Combination Notification C-2022/11/983 dated 03.11.2022 (Form-II), as detailed in the complaint, within 7 days from the date of this letter, my client will be compelled to resort to its remedies available in law. This includes the potential filing of a Writ Petition before the jurisdictional High Court, seeking appropriate reliefs and orders in the matter.

10. Enclosed herewith is a copy of the Complaint dated 18.01.2024 (excluding annexures), as well as copies of reminders regarding complaint dated 25.01.2024, 29.01.2024, 05.02.2024, 09.02.2024 and 18.03.2024 for your reference and providing updates on the progress of the investigation and proceedings related to the said complaint dated 18.01.2024.

Encl. as above.

--  
**ARCHIT KRISHNA**  
B.A., L.L.B (Hons.)  
+91 9810933083

CONFIDENTIALITY NOTE: The contents of this message (including any accompanying documents) are intended only for the use of the addressee(s) and are PRIVILEGED AND CONFIDENTIAL. Unauthorized reading, dissemination, distribution or copying of this communication is prohibited. If you have received this communication in error, please notify us immediately by email at [architkrishnaoffice@gmail.com](mailto:architkrishnaoffice@gmail.com) and promptly destroy the original communication.

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 [Reminder AGI Greenpac Ltd\\_30.05.2024.pdf](#)  
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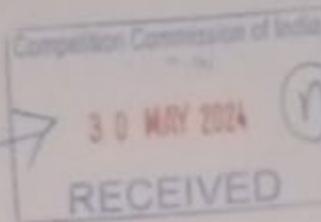
**ARCHIT KRISHNA**  
Advocate

BY HAND/EMAIL

Date: May 30, 2024

To,

1. The Chairman,  
Competition Commission of India  
9th Floor, Office Block, Tower-I,  
Kidwai Nagar (East)  
Opposite Ring Road,  
New Delhi-110023



*Bhargava*

2. The Director General,  
Competition Commission of India,  
9th Floor, Office Block, Tower-I,  
Kidwai Nagar (East)  
Opposite Ring Road,  
New Delhi-110023

Email:- ccicharmain@nic.in; secy@cci.gov.in;  
comb.registry@cci.gov.in; agarwal.anil@cci.gov.in;  
sweta.kakkad@cci.gov.in; anurag.d@cci.gov.in;  
shekhar@cci.gov.in; cci-vipulpuri@cci.gov.in.

Last Reminder

Sub: Complaint dated 18.01.2024 under Sections 44, 45 of the Competition Act, 2002 read with Combination Regulations, against AGI Greenpac Limited with reminders regarding complaint dated 25.01.2024, 29.01.2024, 05.02.2024, 09.02.2024 and 18.03.2024.

Ref: Conditional approval granted by the Commission through the order dated 15.03.2023 in Combination Notification C-2022/11/983 dated 03.11.2022 (Form-II). This approval is contingent upon AGI Greenpac Limited adhering to the voluntary modifications proposed for the acquisition of 100% equity shares of Hindusthan National Glass & Industries Limited under CIRP.

My client: The Glass Manufacturer & Export Association ("Complainant") with its office located at 183/9, Sector-3, Vibhav Nagar, Firozabad-283203 (U.P.).

- I am writing to bring attention to the Complaint submitted on behalf of my client, dated 18.01.2024, under Sections 44 and 45 of the Competition Act, 2002, in connection with Combination Regulations. The Complaint specifically addresses AGI Greenpac Limited's conduct

BY HAND/EMAIL

Date: July 18, 2024

To,

**1. The Chairman,  
Competition Commission of India**

9th Floor, Office Block, Tower-I,  
Kidwai Nagar (East)  
Opposite Ring Road,  
New Delhi-110023

**2. The Director General,  
Competition Commission of India,**

9th Floor, Office Block, Tower-I,  
Kidwai Nagar (East)  
Opposite Ring Road,  
New Delhi-110023

Email:- ccicharmain@nic.in; secy@cci.gov.in  
comb.registry@cci.gov.in; agarwal.anil@cci.gov.in;  
sweta.kakkad@cci.gov.in; anurag.d@cci.gov.in;  
shekhar@cci.gov.in; cci-vipulpuri@cci.gov.in.

**RE: Prayer for investigation and consequential reliefs against AGI  
Greenpac Limited**

Sub: **Complaint dated 18.01.2024** under Sections 44, 45 of the Competition Act, 2002 read with Combination Regulations, against AGI Greenpac Limited with reminders regarding complaint **dated 25.01.2024, 29.01.2024, 05.02.2024, 09.02.2024, 18.03.2024 and 30.05.2024**.

Ref: **Conditional approval granted by the Commission through the order dated 15.03.2023 in Combination Notification C-2022/11/983 dated 03.11.2022 (Form-II).** This approval is contingent upon AGI Greenpac Limited adhering to the voluntary modifications proposed for the acquisition of 100% equity shares of Hindusthan National Glass & Industries Limited under CIRP.

My client: **The Glass Manufacturer & Export Association (“Complainant”)** with its office located at 183/9, Sector-3, Vibhav Nagar, Firozabad-283203 (U.P.),

1. I am writing to bring attention to the Complaint submitted on behalf of my client, dated 18.01.2024, under Sections 44 and 45 of the

**H-19, Basement, Lajpat Nagar-III, New Delhi-110024**  
**+91-9810933083 | architkrishnaoffice@gmail.com**

# ARCHIT KRISHNA

## Advocate

Competition Act, 2002, in connection with Combination Regulations. The Complaint specifically addresses AGI Greenpac Limited's conduct related to the conditional order dated 15.03.2023, in Combination Notification C-2022/11/983 dated 03.11.2022 (Form-II).

2. The said Complaint dated 18.01.2024 was formally submitted to the Commission through both email correspondence and the physical delivery of a hardcopy. The contentions and statements articulated within the initial complaint remain reiterated in this reminder letters issued on 25.01.2024, 29.01.2024, 05.02.2024, 09.02.2024, 18.03.2024 and 30.05.2024 for your reference and consideration.
3. Despite the said complaint followed by several reminders, the Commission has not taken any action on the same and has not issued any communication to the Complainant, for reasons best known to the Commission.
- 4. To the best of the Complainant's knowledge, AGI Greenpac Limited, proposed to sell and divest the Bahadurgarh Plant of the Corporate Debtor, which is situated next to the abandoned and non-operational plant of AGI Greenpac Limited. In view of the several objection letters submitted by the Workers Unions to the Commission and the Application filed by them before the Hon'ble NCLT Kolkata Bench, the Commission did not agree to the said voluntary modifications offering the sale and divestment of Bahadurgarh Plant. Similarly, AGI Greenpac Limited's offer to sell and divest the Naidupetta Plant of the Corporate Debtor, which was also not accepted by the Commission.**

**Following this, AGI Greenpac Limited, by an additional submission dated 14.03.2024 which was endorsed by the Commission, offered to divest the Rishikesh Plant, and same was mechanically and casually accepted by the Commission, without following the procedures of Section 29 and due process of law.**

- 5. These facts, when viewed together, illustrate the haste with which the Comms conditional approval was granted to AGI Greenpac Limited on 15.03.2023**, as the Commission had no occasion to advise AGI Greenpac Limited on making such offer of modifications to the combination notice.
- 6. Based on the investor call document of AGI Greenpac Limited (copy enclosed)**, it is evident that the basis for the conditional approval order dated 15.03.2023 passed by the Commission has changed. Specifically, the document highlights that AGI Greenpac Limited, through debottlenecking, **has successfully increased its capacity from 1754**

# ARCHIT KRISHNA

## Advocate

**TPD to 1954 TPD. This increase of 200 TPD in capacity** was not anticipated by the Commission when it agreed to the modification of the RISHIKESH Plant divestment of 400 TPD and granted the conditional approval order on 15.03.2023, based on false, misleading, and incorrect information voluntarily submitted by AGI Greenpac. Furthermore, post the fire at the Nashik Plant of the Corporate Debtor on 29.12.2023, the Herfindahl-Hirschman Index (HHI), as mentioned in the Commission's order dated 15.03.2023, now reflects a more concentrated market in Glass Container due to these changes, exacerbating the competitive landscape. It is notable that the entire market share of the Sinnar Plant of the Corporate Debtor, accounting for 20% of total production, has been captured by AGI Greenpac Limited post the fire on 29.12.2023, and they have further poached a large number of employees from the corporate debtor.

**It is crucial to bring this matter to the attention of the Commission for cognizance, for the purpose of reconsideration of the entire matter and initiation of investigation in the matter as prayed for herein.**

7. The explicit effort by AGI Greenpac Limited to present inaccurate, false and misleading information in its pursuit of conditional approval, which has been endorsed by the Commission, as detailed in the said Complaint and aforesaid, raises serious apprehensions regarding the integrity of the approval process. The deliberate inconsistencies in operational capabilities, efficiency assertions, and market share data, along with the deliberate withholding of crucial information, underscore a coordinated attempt to deceive the Commission. Given these actions, it is imperative to underscore the Commission's authority to address this complaint, **as the proceedings before the Commission remain ongoing, in accordance with Combination Regulation Nos. 17 and 26.** The Commission holds the requisite jurisdiction to conduct a thorough investigation into the matter and implement necessary measures to uphold the integrity of the approval process and preserve market competition.
8. The Hon'ble NCLAT, through its order dated 28.07.2023, upheld the procedural aspects followed by the Commission in granting conditional approval on 15.03.2023. **However, it's noteworthy that the Hon'ble NCLAT did not pass judgment on the issue of incorrect, misleading and false information provided by AGI Greenpac Limited in pursuit of conditional approval dated 15.03.2023 for Combination Notification C-2022/11/983 dated 03.11.2022 (Form-II).**
9. It is further pertinent to mention that the said NCLAT's order of 28.07.2023 is currently under challenge before the Hon'ble Apex Court.

# ARCHIT KRISHNA

## Advocate

Additionally, the Commission has also contested this order, albeit on a limited scope.

- 10. Paragraph 105 of the order dated 15.03.2023 issued by the Commission expressly confers scope of investigation by the Commission, coupled with the power and authority under provisions of Section 44 and 45 of the Act, to initiate an investigation and implement necessary measures. This authority is aimed at upholding the integrity of the approval process and safeguarding market competition.**
  
11. In the aforesaid facts and circumstances, we respectfully request this Hon'ble Commission:-
  - a. Acknowledge and consider the complaint of the Complainant dated **18.01.2024 under Sections 44 and 45 of the Competition Act, 2002, read with Combination Regulations, against AGI Greenpac Limited read with the reminders regarding the complaint dated 25.01.2024, 29.01.2024, 05.02.2024, 09.02.2024, 18.03.2024, and 30.05.2024 and also this complaint.**
  
  - b. Initiate a thorough investigation into the actions of AGI Greenpac Limited, to present inaccurate, false and misleading information **in pursuit of conditional approval dated 15.03.2023 for Combination Notification C-2022/11/983 dated 03.11.2022 (Form-II)**, as detailed in the said Complaint dated **18.01.2024 under Sections 44 and 45 of the Competition Act, 2002, read with Combination Regulations, against AGI Greenpac Limited read with the reminders regarding the complaint dated 25.01.2024, 29.01.2024, 05.02.2024, 09.02.2024, 18.03.2024, and 30.05.2024 and also this complaint.**
  
  - c. Issue a Show Cause Notice upon the AGI Greenpac Limited and upon showing a cause and if no cause is shown, pass an order to recall, cancel and/or rescind the conditional approval granted by the Commission by the order dated 15.03.2023 and uploaded on 19.04.2023 on the website, **in Combination Notification C-2022/11/983 dated 03.11.2022 (Form-II) in favour of AGI Greenpac Limited** and impose appropriate penalty and punishment on AGI Greenpac Limited.
  
  - d. Afford an opportunity of hearing in favour of the Complainant to present their case made out in the Complaint and file a detailed note of argument;

# ARCHIT KRISHNA

## Advocate

- e. Grant inspection in favour of the Complainant of the submissions dated 10.03.2023 and 14.03.2023 of AGI Greenpac Limited with related enclosures, in response to Show Cause Notice dated 10.02.2023.
  - f. Constitute a “Confidentiality Ring” in compliance of General Regulations 2009 as amended, for the purpose of investigation and inspection.
  - g. Direct investigation by the Director General of the Commission and keep the said conditional approval order dated 15.03.2023 in abeyance and the same be not given any effect to, till completion of the investigation;
12. On behalf of complainant, I respectfully request updates on the progress of the investigation and proceedings related to this complaint dated **18.01.2024 under Sections 44 and 45 of the Competition Act, 2002, read with Combination Regulations, against AGI Greenpac Limited read with the reminders regarding the complaint dated 25.01.2024, 29.01.2024, 05.02.2024, 09.02.2024, 18.03.2024, and 30.05.2024 and also this complaint**. You will note that over 7 months have passed since complaint dated 18.01.2024 was first submitted, and we are yet to receive any information in the matter. As the complainant, members of my client are fully prepared to provide any additional information or cooperation necessary for a comprehensive examination of the matter.
13. It is respectfully submitted that **if the Commission does not take any action on the said complaint read with the reminders and this additional demand as mentioned hereinabove and if the Commission does not provide updates on the progress of the investigation and proceedings related to the complaint dated 18.01.2024 and also this complaint submitted on behalf of my client / complainant against AGI Greenpac Limited, concerning their presentation of inaccurate, false and misleading information in pursuit of conditional approval dated 15.03.2023 for Combination Notification C-2022/11/983 dated 03.11.2022 (Form-II), as detailed in the complaint, within 7 days from the date of this letter, my client will be compelled to take appropriate legal action. This includes the potential filing of a Writ Petition before the jurisdictional High Court, seeking appropriate reliefs and orders in the matter.**

# **ARCHIT KRISHNA**

## **Advocate**

14. This is without prejudice to the rights and contentions of the Complainant in the matter.

Encl. as above.



**(ARCHIT KRISHNA)**  
**COUNSELS FOR THE COMPLAINANT**  
H-19, Basement, Lajpat Nagar 3,  
New Delhi - 110024  
9810933083 | architkrishnaoffice@gmail.com

**ANNEXURE P19**

**ARCHIT KRISHNA**  
**Advocate**

BY HAND/EMAIL

Date: July 29, 2024

To,

**1. The Chairman,**  
**Competition Commission of India**  
 9th Floor, Office Block, Tower-I,  
 Kidwai Nagar (East)  
 Opposite Ring Road,  
 New Delhi-110023

**2. The Director General,**  
**Competition Commission of India,**  
 9th Floor, Office Block, Tower-I,  
 Kidwai Nagar (East)  
 Opposite Ring Road,  
 New Delhi-110023

Email:- ccicharmain@nic.in; secy@cci.gov.in  
 comb.registry@cci.gov.in; agarwal.anil@cci.gov.in;  
 sweta.kakkad@cci.gov.in; anurag.d@cci.gov.in;  
 shekhar@cci.gov.in; cci-vipulpuri@cci.gov.in.

**RE::Fresh Complaint Regarding Violation of Regulation 16 of the Combination Regulations by AGI Greenpac Limited and Changed Circumstances Affecting the Conditional Approval granted on 15.03.2023- Request for Revocation of Approval and Investigation.**

Sub: **Complaints dated 18.01.2024 and 18.07.2024** under Sections 44, 45 of the Competition Act, 2002 read with Combination Regulations, against AGI Greenpac Limited with reminders regarding complaint dated **25.01.2024, 29.01.2024, 05.02.2024, 09.02.2024, 18.03.2024 and 30.05.2024**.

Ref: **Conditional approval granted by the Commission in order dated 15.03.2023 in Combination Notification C-2022/11/983 dated 03.11.2022 (Form-II).**

My client: **The Glass Manufacturer & Export Association ("Complainant")** with its office located at 183/9, Sector-3, Vibhav Nagar, Firozabad-283203 (U.P.),

1. I am writing to draw attention to the complaint submitted on behalf of my client, dated 18.01.2024, under Sections 44 and 45 of the Competition Act, 2002,

**H-19, Basement, Lajpat Nagar-III, New Delhi-110024**  
**+91-9810933083 | architkrishnaoffice@gmail.com**

# ARCHIT KRISHNA

## Advocate

read with the Combination Regulations, against AGI Greenpac Limited. This is in reference to the reminders regarding the complaint dated 25.01.2024, 29.01.2024, 05.02.2024, 09.02.2024, 18.03.2024, and 30.05.2024, as well as the recent complaint dated 18.07.2024, related to Combination Notification C-2022/11/983 dated 03.11.2022 (Form-II) and the conditional approval order dated 15.03.2023.

2. The contents of the aforementioned complaints dated 18.01.2024 and 18.07.2024, along with the reminders, are hereby incorporated into this complaint for ease of reference.
3. I am writing to bring to your attention certain critical developments and misrepresentations by AGI Greenpac Limited (hereinafter referred to as "AGI") that have significantly impacted the competitive landscape of the Glass Container market and market dominance by AGI. These actions warrant an immediate re-evaluation of the conditional approval granted by the Commission on 15.03.2023.

### **A. Misrepresentation of Installed Capacity by AGI in Form-II dated 03.11.2022:**

In Paragraphs 61(i) and 96 of the CCI order dated 15.03.2023, it is stated that AGI Greenpac Limited's (hereinafter referred to as "AGI") operational/installed capacity is 1600 TPD. This figure was a crucial factor in the Commission's decision to grant conditional approval on 15.03.2023. However, according to AGI's investor call document dated 3rd May 2024, AGI's actual installed capacity has increased to 1954 TPD through debottlenecking. This significant increase of 354 TPD from the disclosed figure in Form-II dated 03.11.2022 was not anticipated by the Commission.

For ready reference, Paragraph 96 of the conditional approval order dated 15.03.2023 is set out below: -

*"96. As regards the assessment of adequacy of divestiture, the Commission noted that, as the market is already concentrated and HNG is the market leader, the combined shares would obviously be on a higher side, and therefore, the appropriate yardstick to assess the specific impact of the Proposed Transaction would be the impact of modification on the incremental change in the presence of the combined entity. To this effect, the Commission observed that as submitted by AGI, the production capacity of the Rishikesh plant is 400 TPD, which constitutes approximately 17 percent of HNG's total utilised capacity and accounts for 25 percent of incremental capacity, considering that AGI's capacity installed is 1600 TPD"*

# ARCHIT KRISHNA

## Advocate

**B. Failure to Inform the Commission regarding Increase of Installed/ Operational Capacity:**

According to Regulation 16 of the Competition Commission of India (Procedure in regard to the transaction of business relating to combinations) Regulations, 2011, the parties to a combination are required to inform the Commission of any change in the information provided in their notice at the earliest opportunity. AGI has failed to disclose the substantial increase in its installed capacity from 1600 TPD to 1954 TPD. This failure to report constitutes a clear violation of Regulation 16 of the Combination Regulations. Consequently, this non-disclosure has misled the Commission, which based its conditional approval decision on incorrect and incomplete information provided by AGI.

**C. Impact of Market Concentration Post Fire in Sinnar Plant of HNGIL - Target (having 20% share):**

The fire at the Nashik Plant of the Corporate Debtor on 29.12.2023 has significantly altered the competitive landscape in the Glass Container market. This incident has resulted in a more concentrated market, as reflected in the updated Herfindahl-Hirschman Index (HHI) cited in the Commission's order. AGI has capitalized on this situation by capturing the entire market share previously held by the Sinnar Plant of HNGIL/ Target, which accounted for 20% of the total market production. Furthermore, AGI has aggressively poached a substantial number of employees from HNGIL/ Target, exacerbating the shift in competitive dynamics. These actions by AGI have not only increased their market dominance but have also undermined the competitive equilibrium, necessitating immediate regulatory scrutiny.

**D. False, Incorrect and Misleading Information in Form- II and Regulatory Violations by AGI, as detailed in the complaints dated 18.01.2024 and 18.07.2024:**

AGI's actions constitute the submission of false, misleading, and incorrect information in Form-II dated 03.11.2022, as detailed in the complaints dated 18.01.2024 and 18.07.2024. This misinformation led to the Commission granting a flawed conditional approval on 15.03.2023. Moreover, the Securities and Exchange Board of India (SEBI) has imposed a penalty of Rs. 5 lakhs on AGI for engaging in deceiving share market and public exploitation, as per its order dated 1st May 2024. This penalty further underscores AGI's deceptive practices and highlights the need for immediate regulatory action and thorough investigation into their activities.

# ARCHIT KRISHNA

## Advocate

4. Considering the substantial increase in AGI's installed capacity from 1,600 TPD (tons per day) to 1,954 TPD, several critical issues have emerged:
  - a. **Non-Disclosure of Capacity Changes:** AGI has failed to report this significant change in installed capacity **from 1,600 TPD (tons per day) to 1,954 TPD**, which is a direct violation of Regulation 16 of the Combination Regulations. This regulation requires entities to disclose all material changes that could impact regulatory assessments and market conditions.
  - b. **Impact on Market Dynamics:** The increase of 354 TPD in AGI's installed capacity **from 1,600 TPD (tons per day) to 1,954 TPD** may substantially alter market dynamics, including competition levels, supply availability, and pricing structures. Such a change could potentially disrupt the market equilibrium and competitive balance.
  - c. **Provision of Misleading Information:** AGI has also submitted misleading information as described in Complaint dated 18.01.2024, which compromises the accuracy and reliability of the data used for regulatory evaluations. This misrepresentation undermines the regulatory process and obstructs an accurate assessment of the market impact.
5. Thus, the Commission must initiate / direct investigation against AGI and further re-evaluate its decision and assessment done in granting conditional approval on 15.03.2024, inter-alia, based on the following legal provisions:-
  - a. **Regulation 16 of the CCI (Procedure in regard to the transaction of business relating to combinations) Regulations, 2011:**
    - i. Sub-regulation (1) mandates parties to inform the Commission of any change in the information provided.
    - ii. Sub-regulation (4) allows the Commission to treat the notice as invalid if the change significantly affects the determination of appreciable adverse effects on competition.
  - b. **Section 44 of the Competition Act, 2002:**
    - i. Penalizes the furnishing of false information or omitting material information.
  - c. **Section 20(1) of the Competition Act, 2002:**

# ARCHIT KRISHNA

## Advocate

- i. Empowers the Commission to inquire into combinations that are likely to cause an appreciable adverse effect on competition, **even post-approval.**
  
- 6. **Prayer:** In light of the above, on behalf of the Complainant, I respectfully request the Competition Commission of India and Director General to:
  - a. Revoke, rescind and/or suspend the conditional approval dated 15.03.2023 granted by the Commission in Combination Notification C-2022/11/983 dated 03.11.2022 (Form-II) submitted by AGI Greenpac Limited;
  - b. Direct and/or conduct an investigation into disclosure of false, incorrect and misleading information submitted by AGI, to secure **conditional approval dated 15.03.2023 granted by the Commission in Combination Notification C-2022/11/983 dated 03.11.2022 (Form-II).**
  - c. Direct investigation by the Director General of the Commission against the conduct of AGI.
  - d. Impose appropriate penalties on AGI for malafide conduct and violating regulatory provisions.
  - e. Ensure that corrective measures are taken to restore competitive balance in the Glass Container market.
  - f. Grant other / suitable reliefs as sought in the complaints dated 18.01.2024 and 18.07.2024, along with the reminders.
  
- 7. I trust the Commission will take swift and necessary action to address these grave concerns.
  
- 8. This is without prejudice to the rights of the complainant **to take appropriate legal action. This includes the potential filing of a Writ Petition before the jurisdictional High Court, seeking appropriate reliefs and orders in the matter.**

Encl.

1. Complaint dated 18.07.2024
2. Complaint dated 18.01.2024
3. Reminders dated 25.01.2024, 29.01.2024, 05.02.2024, 09.02.2024, 18.03.2024, 30.05.2024
4. AGI's investor call document dated 3rd May 2024.

**ARCHIT KRISHNA**  
**Advocate**

Archit

(ARCHIT KRISHNA)  
COUNSEL FOR THE COMPLAINANT  
H-19, Basement, Lajpat Nagar 3,  
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**+91-9810933083 | architkrishnaoffice@gmail.com**

## ANNEXURE P20

**ARCHIT KRISHNA**  
**Advocate**

BY HAND/EMAIL

Date: September 13, 2024

To,

1. The Chairman,  
 Competition Commission of India  
 9<sup>th</sup> Floor, Office Block, Tower-I,  
 Kidwai Nagar (East)  
 Opposite Ring Road,  
 New Delhi-110023
  
2. The Director General,  
 Competition Commission of India  
 9th Floor, Office Block, Tower-I,  
 Kidwai Nagar (East),  
 Opposite Ring Road,  
 New Delhi-110023

Email: ccicharmain@nic.in; secy@cci.gov.in, comb.registry@cci.gov.in;  
[agarwal.anil@cci.gov.in](mailto:agarwal.anil@cci.gov.in); [sweta.kakkad@cci.gov.in](mailto:sweta.kakkad@cci.gov.in);  
[anurag.d@cci.gov.in](mailto:anurag.d@cci.gov.in); [shekhar@cci.gov.in](mailto:shekhar@cci.gov.in); [ccivipulpuri@cci.gov.in](mailto:ccivipulpuri@cci.gov.in).

**Sub: Intimation and Compliance of order dated 09.09.2024 in W.P.(C) 12650/2024, Glass Manufacturer and Export Association v. Competition Commission of India & Ors. Delivered by the High Court of Delhi at New Delhi**

1. As you are aware, the captioned Writ Petition was listed before the Hon'ble High Court of Delhi on 09.09.2024.
  
2. The Hon'ble Court was apprised of the fact that no action had been taken by the Commission on the complaint dated 18.01.2024, reminders dated 25.01.2024, 29.01.2024, 05.02.2024, 09.02.2024, 18.03.2024, 30.05.2024 and subsequent complaints dated 18.07.2024 and 29.07.2024.
  
3. You will appreciate that the aforesaid complaints not only disclose the discrepancies in the data and /or false, misleading and wrong information

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# **ARCHIT KRISHNA**

## **Advocate**

submitted by AGI Greenpac Limited to the CCI, in the Form- II being Combination Registration No. C-2022/11/983 under Section 31(1) of the Competition Act, 2002, in order to secure conditional approval on 15.03.2023 but same also disclose the violation of Regulation 16 of the Combination Regulation read with Section 20 of the Competition Act, 2002, as more particularly mentioned in the subsequent complaints dated 18.07.2024 and 29.07.2024.

4. In view thereof, the Hon'ble Court posed a question to the officers of the Commission present in court physically, as to why no action had been taken on the complaints. The Hon'ble Court also directed the officers to provide a status report on the action taken on the complaints till now and adjourned the matter to 17.09.2024.
5. A copy of the order is enclosed along with this letter for your necessary action.

Encl. as above.

(ARCHIT KRISHNA)  
**COUNSELS FOR THE COMPLAINANT**  
H-19, Basement, Lajpat Nagar 3,  
New Delhi - 110024  
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## ANNEXURE P21



Archit Krishna &lt;architkrishnaoffice@gmail.com&gt;

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**Response to Communication No. C-2022/11/983 dated 30.09.2024 sending a Certified Copy of Order dated 24.09.2024 passed by the Commission purportedly in compliance of order dated 09.09.2024 in W.P.(C) 12650/2024, Glass Manufacturer and Export Association v. Competition Commission of India & Ors. Delivered by the High Court of Delhi at New Delhi**

---

Archit Krishna &lt;architkrishnaoffice@gmail.com&gt;

Tue, Oct 1, 2024 at 3:29 PM

To: ccicharmain@nic.in, secy@cci.gov.in, comb.registry@cci.gov.in, agarwal.anil@cci.gov.in, sweta.kakkad@cci.gov.in, anurag.d@cci.gov.in, shekhar@cci.gov.in, cci-vipulpuri@cci.gov.in

BY HAND/EMAIL

Date: October 1, 2024

To,

1. The Chairman,  
Competition Commission of India  
9<sup>th</sup> Floor, Office Block, Tower-I,  
Kidwai Nagar (East)  
Opposite Ring Road,  
New Delhi-110023
  
2. The Director General,  
Competition Commission of India  
9th Floor, Office Block, Tower-I,  
Kidwai Nagar (East),  
Opposite Ring Road,  
New Delhi-110023

Email: [ccicharmain@nic.in](mailto:ccicharmain@nic.in); [secy@cci.gov.in](mailto:secy@cci.gov.in), [comb.registry@cci.gov.in](mailto:comb.registry@cci.gov.in);  
[agarwal.anil@cci.gov.in](mailto:agarwal.anil@cci.gov.in); [sweta.kakkad@cci.gov.in](mailto:sweta.kakkad@cci.gov.in);  
[anurag.d@cci.gov.in](mailto:anurag.d@cci.gov.in); [shekhar@cci.gov.in](mailto:shekhar@cci.gov.in); [ccivipulpuri@cci.gov.in](mailto:ccivipulpuri@cci.gov.in).

**Sub: Communication No. C-2022/11/983 dated 30.09.2024 sending a Certified Copy of Order dated 24.09.2024 passed by the Commission purportedly in compliance of order dated 09.09.2024 in W.P.(C) 12650/2024, Glass Manufacturer and Export Association v. Competition Commission of India & Ors. Delivered by the High Court of Delhi at New Delhi**

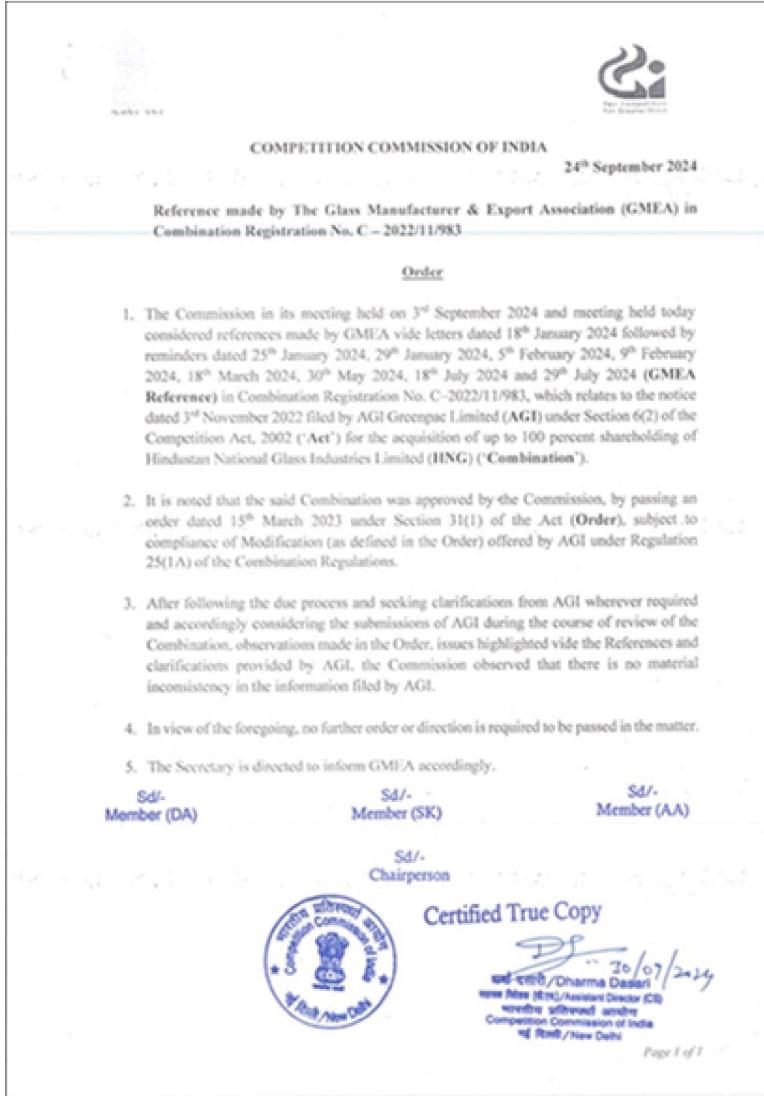
1. The undersigned acknowledges the receipt of Communication No. C-2022/11/983 dated 30.09.2024, which includes a Certified Copy of the Order dated 24.09.2024, issued by the Commission in relation to the reference and complaints made by The Glass Manufacturer & Export Association, the Writ Petitioner in WP (C) No. 12650 of 2024 against Combination Registration No. C-2022/11/983.

2. The said Order dated 24.09.2024 was belatedly communicated to the undersigned via email on 30.09.2024 at 7:29 p.m.

3. Upon review of the aforementioned order, it is evident that the Commission has failed to adequately consider the complaints/reference made by The Glass Manufacturer & Export

Association, the Writ Petitioner in WP (C) No. 12650 of 2024, which disclose discrepancies in the data and/or the submission of false, misleading, and incorrect information by AGI Greenpac Limited to the Commission in Form-II under Combination Registration No. C-2022/11/983, as per Section 31(1) of the Competition Act, 2002. This information was provided to secure conditional approval on 15.03.2023. Additionally, the Commission has failed to acknowledge that these complaints highlight violations of Regulation 16 of the Combination Regulations, in conjunction with Section 20 of the Competition Act, 2002, as specifically detailed in subsequent complaints dated 18.07.2024 and 29.07.2024.

4. A screenshot of the aforementioned order dated 24.09.2024, which was passed by the Commission following meetings held on 03.09.2024 and 24.09.2024, and belatedly communicated to the undersigned on 30.09.2024, is provided below, for ease of reference:-



5. The order dated 24.09.2024 has been passed mechanically and unilaterally, in clear violation of the principles of natural justice, as it was issued without providing any opportunity for a hearing to the complainant, despite such a request being expressly made in the relevant complaints and references. The decision appears to have been made behind closed doors, without affording the complainant / aggrieved party the right to be heard. As such, the order is fundamentally flawed and does not hold valid in the eyes of the law. The absence of due process renders the order dated 24.09.2024 legally unsustainable and warrants reconsideration to uphold the principles of fairness and justice.

6. Furthermore, the order dated 24.09.2024 appears to be cryptic and lacks sufficient detail, as it does not provide particulars of the meetings reportedly held on 03.09.2024 and 24.09.2024, nor does it fully explain the specifics mentioned in Paragraph - 3 of the order. It seems that the order may have been issued in a manner that overlooks the concerns raised in the complaints, which highlight certain issues regarding AGI Greenpac Limited in Form-II under Combination Registration No. C-2022/11/983. Additionally, the order dated 30.09.2024 does not appear to fully consider the references and complaints submitted by the Glass Manufacturer & Export Association (GMEA) regarding the conditional approval process and violations of Regulation 16 of the Combination Regulations as specifically detailed in subsequent complaints dated 18.07.2024 and 29.07.2024. In light of this, a more detailed and transparent clarification from the Commission would be greatly appreciated to ensure all aspects of the matter are fully addressed.

7. The Commission is respectfully called upon to disclose the full particulars of the meetings reportedly held on 03.09.2024 and 24.09.2024, as well as the specifics referenced in Paragraph - 3 of the order, as those are fundamental basis of passing the order dated 24.09.2024. It is requested that these details be provided by the Commission by way of an affidavit before the Hon'ble Court, in the interest of transparency and to ensure that all relevant information is properly placed on record in WP (C) No. 12650 of 2024. This disclosure is crucial for a fair and just resolution of the matters raised in the complaints and references.

8. This is without prejudice to the rights and contentions of the Glass Manufacturer & Export Association / Writ Petitioner in WP (C) No. 12650 of 2024 to seek appropriate orders at the time of the hearing on 03.10.2024 and to pursue any other legal recourse available under the law.

Yours faithfully,

--  
**ARCHIT KRISHNA**

B.A., L.L.B (Hons.)  
+91 9810933083

CONFIDENTIALITY NOTE: The contents of this message (including any accompanying documents) are intended only for the use of the addressee(s) and are PRIVILEGED AND CONFIDENTIAL. Unauthorized reading, dissemination, distribution or copying of this communication is prohibited. If you have received this communication in error, please notify us immediately by email at [architkrishnaoffice@gmail.com](mailto:architkrishnaoffice@gmail.com) and promptly destroy the original communication.



GMEA\_CCI Response\_01.10.24.pdf

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IN THE HON'BLE HIGH COURT OF DELHI AT NEW  
DELHI

I.A. NO. OF 2024

IN

WRIT PETITION (CIVIL) NO. OF 2024

In the Matter of:

GLASS MANUFACTURER AND EXPORT ASSOCIATION

... PETITIONER

v.

COMPETITION COMMISSION OF INDIA & ORS.

... RESPONDENTS

**APPLICATION UNDER ARTICLE 226 OF THE  
CONSTITUTION OF INDIA READ WITH SECTION 151  
OF THE CODE OF CIVIL PROCEDURE, 1908 FOR  
GRANT OF INTERIM RELIEF**

**MOST RESPECTFULLY SHOWETH:**

1. Pursuant to the Impugned Order, complaints filed by the Petitioner have been dismissed without any application of mind. The Impugned Order is devoid any analysis with respect to the assessment carried out by the Respondent No. 1, if any. While the Impugned Order discloses that complaints filed by the Petitioner have been adjudicated upon in meetings of Respondent No. 1 held on 03.09.2024 and 24.09.2024, no details of the discussions held during these meetings or the decisions taken during these meetings have been disclosed in the Impugned Order. The manner in which Respondent No. 1 has dismissed the complaints filed by the Petitioner reflects a

great deal into the opaqueness of the proceedings conducted by Respondent No. 1.

2. The present Writ Petition seeks to challenge order dated 24.09.2024 ('Impugned Order') delivered by Respondent No. 1 whereby it has refused to take cognizance against Respondent No. 2 under S. 44, 45 of the Competition Act, 2002 ('Act') for furnishing false and incorrect information in connection with Notice filed under S. 6(2) of the Competition Act i.e., Combination Registration No. C-2022/11/983.
3. The contents of the accompanying writ petition be read as part and parcel of the present application which are not being repeated herein for the sake of brevity.
4. Respondent No. 2 approached Respondent No. 1 seeking approval of a combination between Respondent Nos. 2 and 3 in Combination Registration No. C-2022/11/983. As part of the same Respondent No. 2 furnished false information before Respondent No. 1 *inter alia* pertaining to the operational capacity of Respondent Nos. 2 and 3, the efficiency of the furnaces of Respondent No. 3 etc.
5. A combination of Respondent No. 2 and Respondent No. 3 was thereafter approved by Respondent No. 1 vide order dated 15.03.2023 in Combination Registration No. C-2022/11/983 predicated on such false information furnished by Respondent No. 2 without resorting to publication of the combination under Sec. 29(2) of the Competition Act, 2002.
6. Since the combination was not published because of Respondent No. 1's omission to order the publication of the same, the Petitioner learnt of the order dated 15.03.2023 only

after the same was passed and published on the website of Respondent No. 1. As order dated 15.03.2023 had been challenged by various stakeholders before the National Company Law Appellate Tribunal ('NCLAT'), Petitioner applied for certified copies of the appeals filed before NCLAT. As a part of the appeal paper book, Petitioner also procured an extract of the resolution plan filed by the Respondent No. 2 in the pending corporate insolvency resolution process of Respondent No. 3 which was subsequently approved by the Committee of Creditors therein.

7. On a comparison of the details provided in the resolution plan and those provided to Respondent No. 1 by Respondent No. 2, as recorded in order dated 15.03.2023, Petitioner learnt that there were glaring discrepancies in the information provided by Respondent No. 2 to Respondent No. 1. Upon learning of the same, the Petitioner filed a complaint dated 18.01.2024 under Secs. 44 and 45 of the Competition Act *inter alia* seeking investigation to be initiated against Respondent No. 2 and imposition of penalty in accordance with the prescriptions of the Competition Act. Various reminders to take action have also been sent by the Petitioner to Respondent No. 1 on 25.01.2024, 29.01.2024, 05.02.2024, 09.02.2024, 18.03.2024, 30.05.2024, 18.07.2024 and 29.07.2024. However, Respondent No. 1 has failed to take any action till date.
8. The members of the Petitioner association are gravely affected by approval of the combination on the basis of false information provided by Respondent No. 2. The combination creates an appreciable adverse effect on competition ('AAEC') in the relevant market. The combined entity will have a market

share of over 80-85% in the F & B segment. It is pertinent to note that in the event the combination is implemented in its present form, members of the Petitioner association will be completely driven out of the market.

9. However, despite various discrepancies having been specifically pointed out by the Petitioner, Respondent No. 1 has dismissed the complaints filed by the Petitioner by a non-speaking order.
10. In view of the above, the Petitioner is seeking that the order dated 24.09.2024 and 15.03.2024 passed in Combination Registration No. C-2022/11/983 by Respondent No. 1 and all subsequent proceedings be stayed till final adjudication of this Writ Petition.
11. The present application is made *bona fide* and in the interest of justice.

### **PRAYER**

In view of the facts and circumstances of the present case, it is respectfully prayed that this Hon'ble Court , during the pendency of the writ petition, may kindly be pleased to:

- (i) Stay order dated 24.09.2024 issued on 30.09.2024 delivered by Respondent No. 1 in connection with Combination Notification C-2022/11/983
- (ii) Stay order dated 15.03.2023 approving combination in connection with Combination Notification C-2022/11/983 dated 03.11.2022 for acquiring target company i.e., Respondent No. 3 and all subsequent proceedings arising therefrom;

(iii) Pass any other orders as this Hon'ble Court may deem fit and proper to meet the ends of justice.

**AND FOR THIS ACT OF KINDNESS THE  
PETITIONER AS IN DUTY BOUND SHALL EVER  
PRAY**

Raghvendra

**PETITIONER**

Through

Archit



**ARCHIT KRISHNA, POOJA MEHTA  
COUNSEL FOR THE PETITIONER  
H-19, BASEMENT, LAJPAT NAGAR 3**

NEW DELHI – 110024

9810933083, 7992294948| [architkrishnaoffice@gmail.com](mailto:architkrishnaoffice@gmail.com) H-

**NEW DELHI**

**DATE: 07.10.2024**

**IN THE HIGH COURT OF DELHI AT NEW DELHI  
EXTRA ORDINARY CIVIL JURISDICTION  
C.M NO. \_\_\_\_\_/2024  
IN  
WRIT PETITION (CIVIL) NO. \_\_\_\_\_ OF 2024**

**IN THE MATTER OF:**

GLASS MANUFACTURER AND EXPORT ASSOCIATION

...PETITIONER

*VERSUS*

COMPETITION COMMISSION OF INDIA & ORS

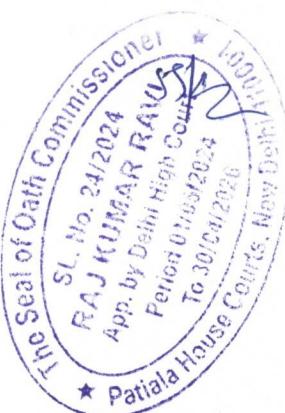
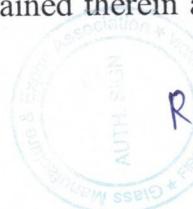
...RESPONDENTS

**AFFIDAVIT**

I, Raghvendra Pandey s/o Rajesh Pandey, aged around 36 years r/o G-223, Rambagh Colony, Yamuna Bridge, Agra- 282 006 as Authorised Representative of the Petitioner, presently at New Delhi, do hereby solemnly state and affirm on oath as under:

1. That I am the Authorised Representative of the Petitioner in the present Writ Petition and as such I am conversant with the facts and circumstances of the present case and competent to swear the present affidavit.
2. That the accompanying application for exemption from filing uncertified/dim/unclear/copies with improper margins under Section 151 of the Code of Civil Procedure,1908, has been drafted by the counsel under my instructions and contents of the same are not being repeated herein for the sake of brevity.
3. The contents of the same are true and correct to the best of my knowledge and belief. Nothing false is contained therein and nothing material has been concealed therefrom.

*Raghvendra*





Raghvendra  
DEPONENT

### VERIFICATION

Vermin on this \_\_\_\_\_ day of \_\_\_\_\_ 2024 at \_\_\_\_\_ that the contents of this affidavit are true and correct to the best of my knowledge and belief, no part of it is false and nothing material has been concealed therefrom.

Raghvendra  
DEPONENT

IDENTIFIED THAT THE DEPONENT  
Shri/Smt./Km. Raghvendra Ranjan  
S/o, W/o, D/o, Sh.....  
R/o.....  
Identified by Shri/Smt. Ashok Singh  
has solemnly Attested before me at Delhi  
on..... S.I. No. 572.....  
that the contents of the affidavit which  
have been read over & explained to him/her  
are true & correct to his/her knowledge.

Oath Commissioner, Delhi



07 OCT 2024

IN THE HON'BLE HIGH COURT OF DELHI AT NEW

DELHI

I.A. NO. OF 2024

IN

WRIT PETITION (CIVIL) NO. OF 2024

In the Matter of:

GLASS MANUFACTURER AND EXPORT ASSOCIATION

... PETITIONER

v.

COMPETITION COMMISSION OF INDIA & ORS.

... RESPONDENTS

**APPLICATION UNDER SECTION 151 OF THE CODE OF  
CIVIL PROCEDURE, 1908 DIRECTING THE  
RESPONDENT NO. 1 TO FURNISH MINUTES OF  
MEETINGS HELD ON 03.09.2024 AND 24.09.2024**

**MOST RESPECTFULLY SHOWETH:**

1. The captioned Writ Petition seeks to challenge order dated 24.09.2024 ('Impugned Order') delivered by Respondent No.

- 1 whereby it has refused to take cognizance against Respondent No. 2 under S. 44, 45 of the Competition Act, 2002 ('Act') for furnishing false and incorrect information in connection with Notice filed under S. 6(2) of the Competition Act i.e., Combination Registration No. C-2022/11/983.
2. Pursuant to the Impugned Order, complaints filed by the Petitioner have been dismissed without any application of mind. The Impugned Order is devoid any analysis with respect to the assessment carried out by the Respondent No. 1, if any.
3. While the Impugned Order discloses that complaints filed by the Petitioner have been adjudicated upon in meetings of Respondent No. 1 held on 03.09.2024 and 24.09.2024, no details of the discussions held during these meetings or the decisions taken during these meetings have been disclosed in the Impugned Order. Additionally, the Impugned Order refers to submissions and clarifications provided by AGI on the basis of which complaints filed by the Petitioner have been dismissed.
4. However, as the Impugned Order is devoid of any analysis and is a non-speaking order, Petitioner is seeking copies of minutes of meetings held by Respondent No. 1 on 03.09.2024 and

24.09.2024 as referred to in para 1 of the Impugned Order and submissions and clarifications provided by Respondent No. 2, as referred to in para 3 of the Impugned Order.

5. It is pertinent that the afore-mentioned documents be disclosed for a proper adjudication of the captioned writ petition.
6. The present application is made *bona fide* and in the interest of justice.

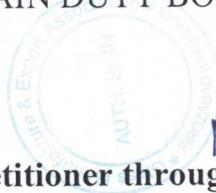
### **PRAYER**

In view of the facts and circumstances of the present case, it is respectfully prayed that this Hon'ble Court , during the pendency of the writ petition, may kindly be pleased to:

- (i) Pass an order directing the Respondent No. 1 to provide a copy of the minutes of meetings held on 03.09.2024 and 24.09.2024 as referred to in para 1 of the Impugned Order;
- (ii) Pass an order directing Respondent Nos. 1 and 2 to disclose the submissions and clarification provided by Respondent No. 2 as referred to in para 3 of the Impugned Order;

- (iii) Pass such further Orders as this Hon'ble Court may deem fit and in the interest of justice.

AND FOR THIS ACT OF KINDNESS THE PETITIONER  
SHALL REMAIN DUTY BOUND, EVER PRAY.

  
*Raghvendra*  
Petitioner through its Authorised Representative

Through

Archit



**ARCHIT KRISHNA| POOJA MEHTA**  
COUNSEL FOR THE PETITIONER  
H-19, BASEMENT, LAJPAT NAGAR-III  
NEW DELHI – 110024  
9810933083| [architkrishnaoffice@gmail.com](mailto:architkrishnaoffice@gmail.com)

NEW DELHI  
07.10.2024

**IN THE HIGH COURT OF DELHI AT NEW DELHI  
EXTRA ORDINARY CIVIL JURISDICTION  
C.M NO. \_\_\_\_\_/2024  
IN  
WRIT PETITION (CIVIL) NO. \_\_\_\_\_ OF 2024**

**IN THE MATTER OF:**

GLASS MANUFACTURER AND EXPORT ASSOCIATION

...PETITIONER

*VERSUS*

COMPETITION COMMISSION OF INDIA & ORS

...RESPONDENTS

**AFFIDAVIT**

I, Raghvendra Pandey s/o Rajesh Pandey, aged around 36 years r/o G-223, Rambagh Colony, Yamuna Bridge, Agra- 282 006 as Authorised Representative of the Petitioner, presently at New Delhi, do hereby solemnly state and affirm on oath as under:

1. That I am the Authorised Representative of the Petitioner in the present Writ Petition and as such I am conversant with the facts and circumstances of the present case and competent to swear the present affidavit.
2. That the accompanying application for grant of interim relief under Article 226 of the Constitution read with Section 151 of the Code of Civil Procedure, 1908, has been drafted by my counsel under my instructions and contents of the same are not being repeated herein for the sake of brevity.
3. The contents of the same are true and correct to the best of my knowledge and belief. Nothing false is contained therein and nothing material has been concealed therefrom.



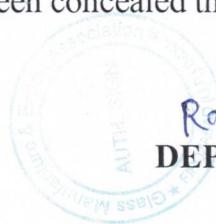
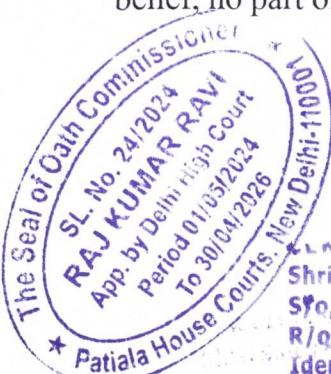
*Raghvendra*



Raghvendra  
DEPONENT

### VERIFICATION

Verified on this 07 OCT 2024 day of 2024 at \_\_\_\_\_ that the contents of this affidavit are true and correct to the best of my knowledge and belief, no part of it is false and nothing material has been concealed therefrom.



Raghvendra  
DEPONENT

DECLARED THAT THE DEPONENT  
Shri/Smt./Km.....  
S/o, W/o, D/o, Sh.....  
R/Q.....

Identified by Shri/Smt... A. Nithil Kumar  
has solemnly Attested before me at Delhi  
on..... 07 OCT 2024  
that the contents of the affidavit which  
have been read over & explained to him/her  
on..... 07 OCT 2024  
that the contents of the affidavit which  
have been read over & explained to him/her  
are true & correct to his/her knowledge. R

Oath Commissioner, Delr  
Oath Commissioner, Delr

07 OCT 2024

IN THE HON'BLE HIGH COURT OF DELHI AT NEW  
DELHI

I.A. NO. OF 2024

IN

WRIT PETITION (CIVIL) NO. OF 2024

In the Matter of:

GLASS MANUFACTURER AND EXPORT ASSOCIATION

... PETITIONER

v.

COMPETITION COMMISSION OF INDIA & ORS.

... RESPONDENTS

**APPLICATION UNDER SECTION 151 OF THE CODE OF  
CIVIL PROCEDURE, 1908 FOR EXEMPTION FROM  
FILING TRUE, TYPED, TRANSLATED AND CERTIFIED  
COPIES OF THE DOCUMENTS/ORDERS AND EXEMPT  
THE PETITIONER FROM HAVING FILED CERTAIN  
DOCUMENTS AS DIM/ILLEGIBLE/WITHOUT PROPER  
MARGINS**

**MOST RESPECTFULLY SHOWETH:**

1. The captioned Writ Petition seeks to challenge order dated 24.09.2024 ('Impugned Order') delivered by Respondent No. 1 whereby it has refused to take cognizance against Respondent No. 2 under S. 44, 45 of the Competition Act, 2002 ('Act') for furnishing false and incorrect information in connection with Notice filed under S. 6(2) of the Competition Act i.e., Combination Registration No. C-2022/11/983.

2. That there is an urgency in the matter and that the petitioner is seeking urgent reliefs from this Hon'ble Court. In these circumstances, the petitioner is unable to obtain/file certified copies of orders and clear, true, legible, typed copies of documents in the prescribed layout, i.e., margins, spacing, etc. As specified. The petitioner is therefore seeking leave from filing certified copies of orders and true typed, translated and clear copies of orders with prescribed layout of certain documents. The petitioner undertakes to file the same if so, directed by this Hon'ble Court.
3. The present application is made *bona fide* and in the interest of justice.

### **PRAYER**

In view of the facts and circumstances of the present case, it is respectfully prayed that this Hon'ble Court , during the pendency of the writ petition, may kindly be pleased to:

- (i) Pass an order granting exemption to the Petitioners exemption from filing Certified, Typed and/or clear copies of Dim and illegible Annexures and Documents and inadequate margined documents.

- (ii) Pass such further Orders as this Hon'ble Court may deem fit and  
in the interest of justice.

AND FOR THIS ACT OF KINDNESS THE PETITIONER  
SHALL REMAIN DUTY BOUND, EVER PRAY.



Raghvendra  
Petitioner through its Authorised Representative

Through

Archit

ARCHIT KRISHNA | POOJA MEHTA  
COUNSELLS FOR THE PETITIONER  
H-19, BASEMENT, LAJPAT NAGAR-III  
NEW DELHI – 110024  
9810933083 | [architkrishnaoffice@gmail.com](mailto:architkrishnaoffice@gmail.com)

NEW DELHI  
07.10.2024

**IN THE HIGH COURT OF DELHI AT NEW DELHI  
EXTRA ORDINARY CIVIL JURISDICTION  
C.M NO. \_\_\_\_\_/2024  
IN  
WRIT PETITION (CIVIL) NO. \_\_\_\_\_ OF 2024**

**IN THE MATTER OF:**

GLASS MANUFACTURER AND EXPORT ASSOCIATION

...PETITIONER

*VERSUS*

COMPETITION COMMISSION OF INDIA & ORS

...RESPONDENTS

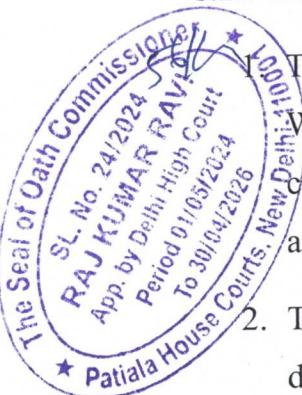
**AFFIDAVIT**

I, Raghvendra Pandey s/o Rajesh Pandey, aged around 36 years r/o G-223, Rambagh Colony, Yamuna Bridge, Agra- 282 006 as Authorised Representative of the Petitioner, presently at New Delhi, do hereby solemnly state and affirm on oath as under:

That I am the Authorised Representative of the Petitioner in the present Writ Petition and as such I am conversant with the facts and circumstances of the present case and competent to swear the present affidavit.

2. That the accompanying application for permission to file lengthy list of days on account of the nature of the matter under Section 151 of the Code of Civil Procedure,1908, has been drafted by the counsel under my instructions and contents of the same are not being repeated herein for the sake of brevity.
3. The contents of the same are true and correct to the best of my knowledge and belief. Nothing false is contained therein and nothing material has been concealed therefrom.

*Raghvendra*





Raghvendra  
DEPONENT

### VERIFICATION

Verified on this 07 day of OCT 2024 at \_\_\_\_\_ that the contents of this affidavit are true and correct to the best of my knowledge and belief, no part of it is false and nothing material has been concealed therefrom.



Raghvendra  
DEPONENT

IDENTIFIED THAT THE DEPONENT  
Shri/Bmt./Km. Raghvendra  
S/o, W/o, D/o, Sh.  
R/o.....  
Identified by Sri/Smt. Anchit Kansal  
has solemnly Attested before me at Delhi  
on.....07/10/2024  
that the contents of the affidavit which  
have been read over & explained to him/her  
are true & correct to his/her knowledge.  
R  
Oath Commissioner, Delhi

07 OCT 2024



# Glass Manufacturer & Export Association U.P.

**Mukesh Kumar Bansal (Tony)**  
President  
Mob.: 9837095756

**Rajendra Gupta**  
Sr. Vice President  
Mob.: 9837064227

**Gagan Sachdeva**  
Treasurer  
Mob.: 9837066599

**Sarwar Husain**  
Secretary  
Mob.: 9897314786

**Patron**

**Bipin Agrawal**  
Mob.: 9837085160

**Pushpendra Kumar Jain**  
Mob.: 94122267608

**Vice Presidend**

**Vineet Jain**  
Mob.: 9837083893

**Sharad Chandra**  
Mob.: 9837034007

**Rajiv Dixit**  
Mob.: 9837037334

**Anees Jain**  
Mob.: 9837082466

**Co-Ordinator**

**Serven Rathi**  
Mob.: 9837093760

**Adviser**

**Singh Raj Yadav**  
Mob.: 9837210976

**Rahul Jain**

**Vice Secretary**

**Muveen Ahmad**  
Mob.: 9837014308

**Sumit Bansal**  
Mob.: 9837064000

**Priyanshu Mittal**  
Mob.: 9837005675

**Ref.**

**Date .....**

**COPY OF RESOLUTION PASSED BY GLASS MANUFACTURER & EXPORT ASSOCIATION IN THEIR MEETING HELD ON NOVEMBER 27, 2023 AT ITS REGISTERED OFFICE AT 183/9, SECTOR- 3, VIBHAV NAGAR, FIROZABAD- 283203 (U.P.)**

“RESOLVED that Mr. Raghvendra Pandey (son of Shri Rajesh Pandey, residing at G-223, Rambagh Colony, Yamuna Bridge, Agra - 282006, Uttar Pradesh) , be and is hereby authorized to appear, sign, declare, affirm, make, present, submit and file all necessary Notices, Plaints, Petitions, Written Statements, Affidavits, Undertakings, Vakalatnamas, Declarations, Appeals, Revisions, Applications, Statements, Complaints, papers, and documents and all proceedings, and matters in connection with any suit(s) or any other proceeding(s) filed by or against the Association before any Court of Law or any Tribunal or any Appellate Tribunal or any Quasi-judicial Authority constituted under any statute or any other Authority.”

“RESOLVED FURTHER that he is authorized to nominate, appoint and engage advocates, solicitors, counsels or other such professionals and retainers; and to do all such acts, things and deeds as may be necessary or proper to carry out the purposes mentioned hereinbefore.”

**CERTIFIED TRUE COPY  
FOR, GLASS MANUFACTURER & EXPORT ASSOCIATION**

**DATE:27, NOVEMBER 2023  
PLACE: FIROZABAD- (U.P.)**

**IN THE HIGH COURT OF DELHI AT NEW DELHI  
EXTRA ORDINARY CIVIL JURISDICTION  
WRIT PETITION (CIVIL) NO. \_\_\_\_\_ OF 2024**

**IN THE MATTER OF:**

GLASS MANUFACTURER AND EXPORT ASSOCIATION

...PETITIONER

*VERSUS*

COMPETITION COMMISSION OF INDIA & ORS

...RESPONDENTS

KNOW ALL to whom these present shall come that I, Raghvendra Pandey s/o Shri Rajesh Pandey, aged around 36 years, r/o G-223, Rambagh Colony, Yamuna Bridge, Agra- 282 006, Authorised representative of the Petitioner in the above captioned case, do hereby appoint:

**ARCHIT KRISHNA (D/7777/2017), POOJA MEHTA (MAH/1297/2024)**

**H-19, Basement, Lajpat Nagar III, New Delhi - 110024**

**+91-9810933083**

**Email: [architkrishnaoffice@gmail.com](mailto:architkrishnaoffice@gmail.com)**

(Herein after called the advocate/s) to be my Advocate in the above noted case authorise them:-

1. To act, appear and plead in the above-noted case in this Court or in any other Court in which the same may be tried or heard and also in the appellate Court including High Court subject to payment of fees separately for each Court by me/us.
2. To sign, file, verify and present pleadings, appeals, cross-objections or petitions for executions review revision, withdrawal, compromise or other petitions or affidavits or other documents as may be deemed necessary or proper for the prosecution of the said case in all its stages subject to payment of fees for each stage.
3. To file and take back documents, to admit and/or deny the documents of opposite party.
4. To withdraw or compromise the said case or submit to arbitration any differences or disputes that may arise touching or in any manner relating to the said case.
5. To take execution proceedings.
6. To deposit, draw and receive monthly cheques, cash and grant receipts thereof and to do all other acts and things which may be necessary to be done for the progress and in the course of the prosecution of the said case.
7. To appoint and instruct any other Legal Practitioner authorising him to exercise the power and authority hereby conferred upon the Advocate whenever he may think fit to do so and to sign the power of attorney on our behalf.
8. And I/We the undersigned do hereby agree to rectify and confirm all acts done by the Advocate or his substitute in the matter as my/our own acts, as if done by me/us to all intents and proposes.
9. And I/We undertake that I/We or my/our duly authorised agent would appear in Court on all hearings and will inform the Advocate for appearance when the case is called.

10. And I/We the undersigned do hereby agree not to hold the advocate or his substitute responsible for the result of the said case.
11. The adjournment costs whenever ordered by the Court shall be of the Advocate which he shall receive and retain for himself.
12. And I/We the undersigned to hereby agree that in the event of the whole or part of the fee agreed by me/us to be paid to the advocate remaining unpaid he shall be entitled to withdraw from the prosecution of the said case until the same is paid up. The fee settled is only for the above case and above Court. I/we hereby agree that once fee is paid, I/We will not be entitled for the refund of the same in any case whatsoever and if the case prolongs for more than 3 years the original fee shall be paid again by me/us.

IN WITNESS WHEREOF I/We do hereunto set my/our hand to these presents the contents of which have been understood by me/us on this \_\_\_\_\_ day of October 2024.

Accepted subject to the terms of the fees.

**Advocates**



Raghvendra  
Client

I Identify the Client  
Pooja Mehta, Adv. (MAH/1297/2024)



748



Pooja Mehta &lt;poojamehtapbm@gmail.com&gt;

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**ADVANCE SERVICE: WP (C) \_\_\_\_/2024: GLASS MANUFACTURES AND EXPORT ASSOCIATION V. COMPETITION COMMISSION OF INDIA & ORS.**

1 message

**Pooja Mehta** <poojamehtapbm@gmail.com>

Tue, Oct 8, 2024 at 3:09 AM

To: ngoenka@hindware.co.in, "junejagirish31@gmail.com" <junejagirish31@gmail.com>, "hng.irp21@gmail.com" <hng.irp21@gmail.com>, saxsonslawco@gmail.com  
Bcc: Archit Krishna <architkrishnaoffice@gmail.com>

Please find attached Writ Petition to be filed before the Hon'ble High Court of Delhi.

Regards,

Pooja Mehta

B.A. LL.B (Hons.)

Advocate

M: 9375065999



WP GLASS MANUFACTURERS AND EXPORT ASS...