

IN THE SUPREME COURT OF INDIA  
CIVIL APPELLATE JURISDICTION  
CIVIL APPEAL NO.6595 OF 2021

DEEPAK PARASURAMAN & ANR.

APPELLANT(S)

VERSUS

SRIPRIYA KUMAR & ANR.

RESPONDENT(S)

ORDER

Having heard the strenuous arguments of learned counsel for the appellants and having examined the material placed on record, we are satisfied that this appeal under Section 62 of the Insolvency and Bankruptcy Code, 2016 (hereinafter referred to as 'the Code') does not involve any question of law and does not merit admission.

The transactions in question, involving the present appellants and the corporate debtor, have been found fraudulent concurrently by the Adjudicating Authority and by the Appellate Tribunal after thorough analysis of all the relevant facts and features of the case. The relevant features pertaining to the transactions in questions and the findings have been summarised by the Appellate Tribunal in paragraph 32 of the order impugned, which could be usefully reproduced as under: -

“32. After hearing the Learned Counsel for the parties and going through the pleadings as also Written Submissions, we are of the considered view that the following facts are admitted in the instant Appeal.

- The Corporate Debtor-'Perfect International Private Limited' and the Appellant No. 2 entered into two Agreements viz. Agreement dated 12.10.2015 (Annexure A-2 at page 58 to 61 of the Appeal Paper Book) and 16.08.2016 (Annexure A-3 at page 62 to 65 of the Appeal Paper Book) respectively.
- The Corporate Debtor made the first tranche of payment on 19.12.2016 of Rs. 25,00,000/- including the advance of Rs. 5,00,000/- as a part payment of the initial contract of 2015 for facilitation of securing long term working capital loan for the Corporate Debtor.
- The Corporate Debtor released the second tranche of payment of Rs. 30,00,000/- to the Appellant No. 2 which included Rs. 4,00,000/- as balance commission amount for arranging the long term working capital loan from SREI Equipment Finance Limited and Rs. 26,00,000/- as part of commission for getting business order from M/s Regen Powertech Private Limited.
- The Corporate Debtor released the third tranche of payment on 31.03.2018 amounting to Rs. 10,00,000/- as balance commission amount for getting business order from M/s Regen Powertech Private Limited.
- All together 65 Lacs have been received by the Appellant No. 2 from the Corporate Debtor in three tranches.
- The Respondent No. 1 - Resolution Professional during the course of CIRP while reviewing the books of accounts of the Corporate Debtor came to notice across the aforesaid payments made by the Corporate Debtor to the Appellant.
- The details of payments were sought from the Respondent No. 5 through email but there was no response or justification in support of such payments made to the Appellants. The books of accounts reflected this money as advance to the Appellants.
- It is also admitted fact that the Office of the Appellant No. 2 is located at the residence of the Respondent No. 2.

- It is also admitted fact that the Respondent No. 2 have common interest in a company called as Udveka Engineering Private Limited where Respondent No. 2 and his wife are directors since 22.08.2016 and 26.09.2018 respectively.
- It is also admitted fact that the Appellant Nos. 1 and 2 hold 500 and 9500 equity shares respectively in Udveka Engineering Pvt. Ltd. with balance 250 shares held by the Respondent No. 2. Therefore, the Appellants are shareholders and Respondent No. 2 is Director acting on instructions of the Appellants.
- It is also admitted fact that the Appellant No. 2 was incorporated on 12.01.2015 and the Appellant No. 1 and his wife are partners of the Appellant No. 2 are engaged in investment advisory and business consultancy services.
- It is also admitted that the payment was made pursuant to two letters of engagement dated 12.10.2015 and 16.08.2016.
- It is also admitted fact that the letter of engagement dated 12.10.2015 is letter of engagement between the Respondent No. 2 and Appellant No. 2, the Respondent and Corporate Debtor is not a party to the said engagement.
- It is also admitted fact that the no Invoice was raised by the Appellant No. 2 on the Corporate Debtor for such payment. There is no service tax charged for such Invoice and there is no TDS deducted by the Corporate debtor for such payment.
- Taking all these facts, the Agreements dated 12.10.2015 (Annexure A-2 of the Appeal Paper Book) and 16.08.2016 (Annexure A-3 of the Appeal Paper Book) are suspicious documents and cannot be relied upon."

The factual aspects stated in the findings aforesaid are not in dispute. Though learned counsel for the appellants has endeavoured his best to argue that the transactions have been in the ordinary course of business and no element

of fraud was involved therein but, the fatal shortcomings noticed by the Adjudicating Authority and the Appellate Tribunal leave nothing to doubt that the transactions in question are hit by the mischief of Section 66 of the Code. Thus, neither any illegality is seen in the orders impugned nor any question of law is involved in this appeal.

Therefore, this appeal fails and is dismissed.

All the pending applications stand disposed of.

..... J.  
(DINESH MAHESHWARI)

..... J.  
(VIKRAM NATH)

NEW DELHI  
NOVEMBER 13, 2021

S U P R E M E C O U R T O F I N D I A  
RECORD OF PROCEEDINGS

Civil Appeal No(s). 6595/2021

DEEPAK PARASURAMAN &amp; ANR.

Appellant(s)

VERSUS

SRIPRIYA KUMAR &amp; ANR.

Respondent(s)

(FOR ADMISSION and IA No.143279/2021-STAY APPLICATION )

Date : 13-11-2021 This appeal was called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE DINESH MAHESHWARI  
HON'BLE MR. JUSTICE VIKRAM NATH

For Appellant(s)

Mr. Gaurav Mitra, Adv.  
Mr. Akshat Singh, Adv.  
Mr. Bhanu Gupta, Adv.  
Ms. Dacchita Shahi, Adv.  
Mr. Karan Batura, AOR

For Respondent(s)

UPON hearing the counsel the Court made the following  
O R D E R

Heard.

The appeal is dismissed in terms of the signed order.

All the pending applications stand disposed of.

(POOJA SHARMA)  
SENIOR PERSONAL ASSISTANT

(SUNIL KUMAR RAJVANSHI)  
BRANCH OFFICER

(Signed order is placed on the file)