

IN THE NATIONAL COMPANY LAW TRIBUNAL
DIVISION BENCH, COURT – 1, AHMEDABAD

ITEM No.105
C.P.(IB)/261(AHM)2025

Under Section 9 IBC

IN THE MATTER OF:

Lepton Software Export and Research Pvt. Ltd
V/s
Blu-Smart Mobility Tech Pvt. Ltd

.....Applicant

.....Respondent

C O R A M:

MR. SHAMMI KHAN, HON'BLE MEMBER (J)
MR. SANJEEV SHARMA, HON'BLE MEMBER (T)

Order delivered on: 14/10/2025

At 4:30 PM

ORDER
(Hybrid Mode)

During the morning session, after hearing the submissions of Ld. Counsel for the Applicant/Operational Creditor as well as Ld. Counsel for the Respondent/Corporate Debtor, the case was reserved for order and fixed the time for pronouncement of order today at 4.30 PM.

The order is pronounced in the open court, vide separate sheet.

- SD -

SANJEEV SHARMA
MEMBER (TECHNICAL)

- SD -

SHAMMI KHAN
MEMBER (JUDICIAL)

**BEFORE THE ADJUDICATING AUTHORITY
NATIONAL COMPANY LAW TRIBUNAL,
DIVISION BENCH, COURT-I, AHMEDABAD**

CP (IB) No.261/9/AHM/2025

(An application under Section 9 of the Insolvency and Bankruptcy Code, 2016 read with Rule 6 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016)

In the Matter of: Blu-Smart Mobility Tech Pvt. Ltd

Lepton Software Export and Research Private Limited

Having its registered office at:

C-117, Naraina Industrial Area,
Naraina Village, South West Delhi,
New Delhi – 110028, India.

Also at:

S 570, Rao Gajraj Singh Marg, Phase V,
Udyog Vihar, Sector 19, Gurugram,
Haryana. 122016.

...Applicant/Operational Creditor

VERSUS

Blu-Smart Mobility Tech Private Limited

Having its registered office at:

15th Floor, A Block, Westgate Business Bay,
S. G. Road, Jivraj Park,
Ahmedabad – 380051, Gujarat, India

...Respondent/Corporate Debtor

Order Pronounced On: 14.10.2025 (at 4.30 PM)

C O R A M:

SH. SHAMMI KHAN, HON'BLE MEMBER (JUDICIAL)

SH. SANJEEV SHARMA, HON'BLE MEMBER (TECHNICAL)

SH. SANJEEV SHARMA, HON'BLE MEMBER (TECHNICAL)

A P P E A R A N C E:

For the Applicant/OC : Mr. Aditya Yagnik , Advocate.

For the Respondent/CD : Mr. Monaal Davawala, Advocate.

O R D E R
Per Bench

1. This Petition is filed on 20.06.2025 by the Applicant- Lepton Software Export and Research Private Limited (hereinafter referred to as '**Operational Creditor**') against the Respondent- Blu-Smart Mobility Tech Private Limited (hereinafter referred to as '**Corporate Debtor**') under Section 9 of the IBC, 2016 read with Rule 6 of the IB (AAA) Rules, 2016 for initiation of CIRP, appointment of IRP and declaration of moratorium for default in payment of operational debt of Rs.5,84,43,201.76/- including interest arising from supply of goods/services.
2. On Perusal of Part-I of the Form-5 reveals that the Operational Creditor – Lepton Software Export and Research Private Limited through its authorized representative Ashok Thakur, authorized vide Board Resolution dated 05.05.2025 having CIN No. U72200DL1994PTC333197 has filed this Petition. Its registered office at C-117, Naraina Industrial Area, Naraina Village, South West Delhi, New Delhi – 110028, India.

3. On perusal of Part-II of the Form-5 reveals that the Corporate Debtor, Blu-Smart Mobility Tech Private Limited having CIN No. U63030GJ2019PTC105970, was incorporated on 09.01.2019. The Corporate Debtor was having a registered office at; 15th Floor, A Block, Westgate Business Bay, S. G. Road, Jivraj Park, Ahmedabad – 380051, Gujarat, India. The Nominal/Authorized Share Capital (Equity) of the Corporate Debtor was Rs.11,55,00,000/- and Paid up and Subscribed Capital of the Corporate Debtor was Rs.1,00,000/-.
4. On Perusal of **Part-III of Form-5**, it shows that the Operational Creditor has not proposed any name for the appointment of IRP and sought the appointment of IRP by this Tribunal as per the empanelment list of IBBI made available at the time of the admission of this Petition
5. On perusal of Part-IV of the Form-5, it is shows that total operational debt as claimed by the Operational Creditor arising from the **services** provided to Corporate Debtor is Rs.5,84,43,201.76/- which comprises of Rs.5,39,44,518.65/- on account of thirteen (13) unpaid/partially paid invoices, and Rs.44,98,683.11 on account of interest calculated @2.5% per month (as per Clause 3 of Principal Agreement, for each unpaid or partially paid invoice, calculated from the date the said unpaid or partially paid invoice became delayed and defaulted till the filing of the present application (i.e. as on 26.05.2025). The date of default is stated to be 26.05.2025.

6. On perusal of Part-IV & Part-V of Form-5, the Operational Creditor has placed the facts through this Petition in the following manner:-

- (i) The Operational Creditor is a Private Limited Company and is engaged in the business of reselling Google map Platform products under requisite rights granted to it by Google Asia Pacific Pte. Ltd. Accordingly, the Operational Creditor sells Google Map products to its Indian and Asia Pacific Customers under the “Pay As You Go” model and also based on the purchase orders placed with the Operational Creditor by such customers. The Operational Creditor has been in the market for many years and has earned trust and goodwill in the market and a good reputation among its customer.
- (ii) The Corporate Debtor provides, operates and manages an ‘app-based’ electric vehicle taxi services under the name of ‘blu-smart’ and also provides electric vehicle charging infrastructure.
- (iii) That the Corporate Debtor has approached the Operational Creditor for obtaining the ‘On-demand Rides and Deliveries Solution’, offered under the ‘Google Maps Platform Services’ (hereinafter referred to as “Google (ODRD) Services”).
- (iv) For the said Google (ODRD) Services, Corporate Debtor issued a Purchase Order No. 450000005721-22/BMTP dated 19.08.2021; and, thereafter, a Principal Agreement (effective 01.10.2022) [hereinafter referred to as “**Principal Agreement**”] was signed, which was, subsequently, renewed via a Renewal Agreement dated 30.09.2023 (hereinafter referred to as “**Renewal Agreement**”). Copies are annexed as **Annexure-A-4, Annexure-A-5 & Annexure-A-6**;
- (v) The Google (ODRD) Services were to be provided as per agreed upon terms, as encapsulated in the aforesaid documents, and to date, no objection or complaint has

been received from the Corporate Debtor regarding the Google (ODRD) Services.

- (vi) That the Renewal Agreement, subsequently, expired on 30.09.2024 and, thereafter, the transaction continued on an ad-hoc basis.
- (vii) Pursuant to providing the requisite Google (ODRD) Services to the Corporate Debtor, and based on the usage/consumption of the Google (ODRD) Services (as calculated by Google) by the Corporate Debtor, various invoices, at the end of the calendar month and as required under Clause 2 of the Principal Agreement, were raised by the Operational Creditor on the Corporate Debtor. The said invoices (for the period between April 2024 to March 2025) were duly shared via email with the Corporate Debtor, and the Corporate Debtor was obligated to make the payment for the same within the due date as stated within the respective invoices shared. A copy of the invoices raised by the Operational Creditor, for payment for the period of usage of Google (ODRD) Services by Corporate Debtor from April 2024 to March 2025, including proof of service vide accompanying emails sent by Operational Creditor is annexed as **Annexure A-7 (Colly)**.
- (viii) It is stated that the Google (ODRD) Services, provided by the Operational Creditor to the Corporate Debtor, were governed by Google's Terms of Service (Clause 7 of the Principal Agreement). Accordingly, invoices, pertaining to the entire financial year 2024-2025 i.e., April 2024 to March 2025 were raised by the Operational Creditor, and duly shared with the Corporate Debtor, and the same are either partially or completely unpaid.
- (ix) That even after raising the aforesaid invoices, and also sending numerous reminder emails (such as emails dated 18.12.2024, 19.12.2024, 30.12.2024, 15.01.2025, 16.01.2025, 17.01.2025, 05.03.2025, 18.03.2025, 27.03.2025, 01.04.2025, 14.04.2025 and 16.04.2025) for the payment of the same, the said invoices remain unpaid

by the Corporate Debtor. Pertinent to state that, to date, no objection has been received from the Corporate Debtor pertaining to the invoices raised by the Operational Creditor, or on the quantum of amount due and payable by the Corporate Debtor. In spite of sending numerous payment reminder emails, the Corporate Debtor failed to clear the outstanding invoices. Copies of numerous payment reminder emails (such as emails dt. 18.12.2024, 19.12.2024, 30.12.2024, 15.01.2025, 16.01.2025, 17.01.2025, 05.03.2025, 18.03.2025, 27.03.2025, 01.04.2025, 14.04.2025 and 16.04.2025) sent by the Operational Creditor to the Corporate Debtor, annexed as **Annexure A-8 (Colly)**.

- (x) It is submitted that Corporate Debtor has duly admitted its liability to pay the requisite sums, as under the unpaid invoices, to the Operational Creditor vide its email dt. 07.04.2025, Furthermore, the Corporate Debtor is well aware of the fact that the Google (ODRD) Services are governed by Google's Terms of Service. On account the of Corporate Debtor's inaction to clear the outstanding invoices, Operational Creditor had duly apprised the Corporate Debtor, within the aforementioned payment reminder emails dt. 16.04.2025, 14.04.2025, 05.03.2025 and 19.12.2024 that failure to clear the outstanding invoices will lead to suspension of services offered by Google. However, the Corporate Debtor failed to clear the same and the aforesaid outstanding invoices, to date, remained unpaid. A copy of Corporate Debtor's admission email dt. 07.04.2025 is annexed herewith and marked as **Annexure A-8 (Colly.)** (supra).
- (xi) It is stated that as such, constrained by the inaction of the Corporate Debtor to clear the outstanding invoices, the Operational Creditor was forced to suspend the Google (ODRD) Services on 17.04.2025. Despite the same, the Corporate Debtor failed to clear the outstanding amount. As such, it was evident that the Corporate Debtor was wilfully not forthcoming to clear the outstanding invoices and, as such, the Operational Creditor was constrained to terminate the transaction,

with immediate effect, on 25.04.2025; and the same was also communicated to the Corporate Debtor vide email dt. 25.04.2025 (hereinafter referred to as "Notice for Termination and Payment").

- (xii) That within the Notice for Termination and Payment, it had been stated by the Operational Creditor that since Google (ODRD) Services had been provided to the Corporate Debtor up until 17.04.2025, invoice for such usage (from 01.04.2025 to 17.04.2025) had been duly raised and attached with the said email. That the Corporate Debtor had been duly called upon to clear the said invoice, with the due date of payment of such invoice being 02.05.2025. A copy of Notice for Termination and Payment (sent via email dt. 25.04.2025), along with a copy of Invoice dt. 17.04.2025, for usage of Google (ODRD) Services between 01.04.2025 till 17.04.2025; sent along with the Notice for Termination and Payment; is annexed herewith and marked as **Annexure A-9 (Colly.)**.
- (xiii) It is submitted that no objection or grievance of any kind whatsoever was received from the Corporate Debtor on either the email dt. 25.04.2025 (Notice for Termination and Payment) of the Operational Creditor, nor on the invoice for April 2025 [for Google (ODRD) Services usage between 01.04.2025 to 17.04.2025] raised by the Operational Creditor.
- (xiv) That Invoices raised from April 2024 onwards, up until 17th April 2025-for the period of service provided between 01.04.2024 to 17.04.2025 remain either partially or completely unpaid.
- (xv) That, to date, no objection has been received from the Corporate Debtor pertaining to the said invoices, or the outstanding amount due and payable by them. Moreover, numerous reminders have been sent by the Operational Creditor to the Corporate Debtor to clear the said outstanding amount; however, the same has been ignored by the Corporate Debtor.

(xvi) Therefore, the Operational Creditor was compelled to send a Demand Notice dt. 03.05.2025 under section 8 of the Code, calling upon the Corporate Debtor to unconditionally repay the unpaid operational debt (in default) within 10 (ten) days. The said demand notice was sent via email to the Corporate Debtor on 03.05.2025 and via speed post and courier on 05.05.2025, at the address mentioned in the Demand Notice. Pertinent to state that email dt. 03.05.2025 was duly delivered, and has not bounced back; and, furthermore, even the courier and speed post duly stands delivered on the Corporate Debtor on 08.05.2025 and 09.05.2025, respectively. A copy of Demand Notice dated 03.05.2025 served on Corporate Debtor, along with proof of service via email dt. 03.05.2025; as well as copy of Courier and Speed Post-Dispatch Sips, along with tracking receipts; is annexed herewith and marked as **Annexure A-10 (Colly)**.

(xvii) As on 26.05.2025, a total of Rs.5,39,44,518.65/- (Rupees Five Crore Thirty-Nine Lakhs Forty-Four Thousand Five Hundred Eighteen and Sixty-Five Paise Only) on account of thirteen (13) unpaid/ partially paid invoices, and Rs. 44,98,683.11/-(Rupees Forty-Four Lacs Ninety-Eight Thousand Six Hundred and Eighty-Three and Paise Eleven only) on account of interest calculated @2.5% per month (as per Clause 3 of Principal Agreement), for each unpaid or partially paid invoice, calculated from the date the said unpaid or partially paid invoice became delayed and defaulted till the filing of the present application); totalling a sum of Rs. 5,84,43,201.76/-(Rupees Five Crores Eighty-Four Lacs Forty-Three Thousand Two Hundred and One and Paise Seventy-Six only) as on 26.05.2025; is still outstanding as the Corporate Debtor has failed to make due and proper payment to the Operational Creditor on account of the services provided to the Corporate Debtor. Accordingly, the said amount falls within the definition of 'operational debt under the Code. The same is evident from a perusal of the ledger of the Corporate Debtor, as on 26.05.2025, maintained by the Operational Creditor; as well as the Interest Calculation Sheet maintained by the Claimant. A copy of Ledger of Corporate Debtor, maintained by the

Operational Creditor, for the period between 01.04.2024 to 26.05.2025 is annexed as **Annexure A-11**. A copy of the Interest Calculation Sheet maintained by the Claimant, calculated up to 26.05.2025, is annexed as **Annexure A-12**.

(xviii) It is submitted that the present application made is complete, there is no payment of Rs. 5,39,44,518.65/- (Rupees Five Crore Thirty-Nine Lakhs Fouty-Four Thousand Five Hundred Eighteen and Sixty-Five Paise Only) on account of thirteen (13) unpaid/partially paid invoices, and Rs. 44,98,683.11/- (Rupees Forty-Four Lacs Ninety-Eight Thousand Six Hundred and Eighty-Three and Paise Eleven only) on account of interest calculated @2.5% per month (as per Clause 3 of Principal Agreement), for each unpaid or partially paid invoice, calculated from the date the said unpaid or partially paid invoice became delayed and defaulted till the filing of the present application; totalling a sum of **Rs. 5,84,43,201.76/- (Rupees Five Crores Eighty-Four Lacs Forty-Three Thousand Two Hundred and One, and Paise Seventy-Six only)** as on 26.05.2025. The demand notice has been delivered to the Corporate Debtor by the Operational Creditor and no reply has been received by the Operational Creditor and there is no record of dispute in the information utility and therefore the Petition deserves to be admitted. A copy of the monthly bank statement of the Operational Creditor, for the period between 01.04.2024 to 26.05.2025 are annexed herewith and marked as **Annexure A-13 (Colly)**.

(xix) Hence, the present application is being filed by the Operational Creditor seeking initiation of the Corporate Insolvency Resolution Process against the Corporate Debtor.

DATE ON WHICH THE DEBT FELL DUE:

Debt due, without accounting for interest, pertains to thirteen (13) unpaid/ partially paid invoices, which became due and payable as follows:

1. **Invoice for April 2024:** Invoice No. 202425/040 dt. 30.04.2024 became **due and payable on or before 30.05.2024**, outstanding/unpaid amount being Rs.8,03,644.65 (Rupees Eight Lacs Three Thousand Six Hundred and Forty-Four, and Paise Sixty-Five only).
2. **Invoice for May 2024:** Invoice No. 202425/265 dt. 31.05.2024 became **due and payable on or before 30.06.2024**; outstanding/ unpaid amount being Rs. 3,11,340.10/- (Rupees Three Lacs Eleven Thousand Three Hundred and Forty, and Paise Ten only).
3. **Invoice for June 2024:** Invoice No. 202425/487 dt. 30.06.2024 became **due and payable on or before 30.07.2024**; outstanding/unpaid amount being Rs. 2,97,629.40/- (Rupees Two Lacs Ninety-Seven Thousand Six Hundred and Twenty-Nine, and Paise Forty only).
4. **Invoice for July 2024:** Invoice No. 202425/723 dt. 31.07.2024 became **due and payable on or before 30.08.2024**; outstanding/unpaid amount being Rs. 3,29,246.22/- (Rupees Three Lacs Twenty-Nine Thousand Two Hundred and Forty-Six, and Paise Twenty-Two only).
5. **Invoice for August 2024:** Invoice No. 202425/942 dt. 31.08.2024 became **due and payable on or before 30.09.2024**; outstanding/unpaid amount being Rs. 56,900.58/- (Rupees Fifty-Six Thousand Nine Hundred, and Paise Fifty-Eight only).
6. **Invoice for September 2024:** Invoice No. 202425/1123 dt. 30.09.2024 became **due and payable on or before 30.10.2024**; outstanding unpaid amount being Rs. 6,38,457.32/- (Rupees Six Lacs Thirty-Eight

Thousand Four Hundred and Fifty-Seven, and Paise Thirty-Two only).

7. **Invoice for October 2024:** Invoice No. 202425/1314 dt. 31.10.2024 became **due and payable on or before 30.11.2024;** outstanding/unpaid amount being Rs.60,51,682.17/- (Rupees Sixty Lacs Fifty-One Thousand Six Hundred and Eighty-Two, and Paise Seventeen only).
8. **Invoice for November 2024:** Invoice No. 202425/1505 dt. 30.11.2024 became **due and payable on or before 30.12.2024;** outstanding/unpaid amount being Rs.77,93,915.44/- (Rupees Seventy-Seven Lacs Ninety-Three Thousand Nine Hundred and Fifteen, and Paise Forty-Four only).
9. **Invoice for December 2024:** Invoice No. 202425/1684 dt. 30.12.2024 became **due and payable on or before 30.01.2025;** outstanding/unpaid amount being Rs.83,38,172.28/- (Rupees Eighty-Three Lacs Thirty-Eight Thousand One Hundred and Seventy-Two, and Paise Twenty-Eight only).
10. **Invoice for January 2025:** Invoice No. 202425/1895 dt. 31.01.2025 became **due and payable on or before 02.03.2025;** outstanding/unpaid amount being Rs.82,66,677.99/- (Rupees Eighty-Two Lacs Sixty-Six Thousand Six Hundred and Seventy-Seven, and Paise Ninety-Nine only).
11. **Invoice for February 2025:** Invoice No. 202425/2100 dt. 28.02.2025 became **due and payable on or before 30.03.2025;** outstanding/ unpaid amount being Rs.82,44,645.75/- (Rupees Eighty-Two Lacs Forty-Four Thousand Six Hundred and Forty-Five, and Paise Seventy-Five only).

12.**Invoice for March 2025:** Invoice No. 202425/2328 dt. 31.03.2025 became **due and payable on or before 30.04.2025;** outstanding/unpaid amount being Rs.85,88,784.34/- (Rupees Eighty-Five Lacs Eighty-Eight Thousand Seven Hundred and Eighty-Four, and Paise Thirty-Four only).

13.**Invoice for April 2025 (up till 17.04.2025):** Invoice No. 202526/020 dt. 17.04.2025 became **due and payable on or before 02.05.2025;** outstanding/unpaid amount being Rs.42,23,422.41/- (Rupees Forty-Two Lacs Twenty-Three Thousand Four Hundred and Twenty-Two, and Paise Forty-One only).

That the Corporate Debtor has not disputed the aforesaid suns, and has, rather barring the last invoice dt. 17.04.2025 admitted the remaining invoices and outstanding dues vide its email dt. 07.04.2025.

7. The Operational Creditor has relied upon the following documents, which are as under: -

- I. Copy of the Company Master Data of the Operational Creditor from the online portal of the Ministry of Corporate Affairs.
- II. Copy of the Company Master Data of the Corporate Debtor from the online portal of the Ministry of Corporate Affairs.
- III. Copy of the board resolution dt. 05.05.2025, passed by the Operational Creditor, authorizing Mr. Ashok Thakur
- IV. Copy of Purchase Order No. 4500000057/21-22/BMTP dt. 19.08.2021
- V. Copy of Principal Agreement (effective 01.10.2022)
- VI. Copy of Renewal Agreement dt. 30.09.2023

- VII. Copy of invoices raised by Operational Creditor, for payment for the period of usage of Google (ODRD) Services by Corporate Debtor from April 2024 to March 2025, including proof of service vide accompanying emails sent by Operational Creditor
- VIII. Copies of payment reminder emails dt. 18.12.2024, 19.12.2024, 30.12.2024, 15.01.2025, 16.01.2025, 17.01.2025, 05.03.2025, 18.03.2025, 27.03.2025, 01.04.2025, 14.04.2025 and 16.04.2025; along with Corporate Debtor's admission email dt. 07.04.2025.
- IX. Copy of Notice for Termination and Payment (sent via email dt. 25.04.2025), along with a copy of Invoice dt. 17.04.2025, for usage of Google (ODRD) Services between 01.04.2025 till 17.04.2025.
- X. Copy of Demand Notice dt. 03.05.2025 sent to Corporate Debtor, sent via email dt. 03.05.2025; along with Speed Post and Courier Dispatch Slips and Tracking Report
- XI. Copy of Ledger of Corporate Debtor, maintained by the Operational Creditor, for the period between 01.04.2024 to 26.05.2025
- XII. Copy of Interest Calculation Sheet maintained by the Claimant, calculated up to 26.05.2025
- XIII. Copy of the monthly bank statement of the Operational Creditor for the period. between 01.04.2024 to 26.05.2025.

8. That in pursuant to issuance of notice upon the Corporate Debtor and after due service, a reply was filed on 01.09.2025 vide inward diary no. D-5831. The contentions of the Corporate Debtor are mentioned hereunder: -

- (i) The Corporate Debtor denies the alleged operational debt of Rs. 5,39,44,518.65 (principal from 01.04.2024 to 02.05.2025) plus Rs. 44,98,683.11 (interest from

01.04.2024 to 26.05.2025) claimed under Section 9 IBC, stating no debt exists under Section 5(21), and files this reply without prejudice or admission of liability (references Form 5 and Part IV of the petition; no specific Annexure).

- (ii) The application is misconceived, an abuse of process, and a colorable debt recovery attempt, contrary to law in *Mobilox Innovations Pvt. Ltd. v. Kirusa Software Pvt. Ltd.* [(2018) 1 SCC 353], questioning the Operational Creditor's locus standi (disputes petition's list of dates and synopsis; no specific Annexure).
- (iii) The Corporate Debtor is incorporated under Companies Act, 2013 (CIN U63030GJ2019PTC105970), registered at 15th Floor, A Block, Westgate Business Bay, S.G. Road, Ahmedabad, Gujarat-380051, with ancillary office in Gurugram; a pioneer in electric mobility, recognized for innovation and sustainability (no specific Annexure).
- (iv) On 19.08.2021, issued Purchase Order No. 4500000057/21-22/BMTP for Google ODRD Services (Annexure A-4 of the Petition).
- (v) Operational Creditor, in geospatial mapping, proposed APIs, licenses, and services in September 2023; after negotiations, Principal Agreement executed effective 01.10.2022 to 30.09.2023 (Annexure A-5 of the Petition).
- (vi) Renewed via Renewal Agreement dated 30.09.2023, effective 01.10.2023 to 30.09.2024, outlining obligations for geospatial services, scope, timelines, payments, and standards (Annexure A-6 of the Petition).
- (vii) Renewal expired on 30.09.2024; Operational Creditor alleges ad-hoc continuation and raised 13 invoices (April 2024-March 2025) plus one on 17.04.2025 for 01.04.2025-17.04.2025, totalling Rs.5,54,08,437.27 (Annexures A-7 and A-9 of the Petition).
- (viii) No acceptance/completion certificates provided; part-payments only for pre-September 2024 invoices as goodwill under protest; post-30.09.2024 invoices

disputed, lacking foundation, not operational debt under Section 5(21) (Annexures A-7, A-9, A-12 of the Petition).

- (ix) Petition cites payment reminder emails (December 2024-April 2025) and email dated 07.04.2025, but lacks full context/chain (Annexure A-8 of the Petition).
- (x) Services suspended on 17.04.2025 with termination notice and invoice; demand notice under Section 8 on 03.05.2025 claiming Rs. 5,84,43,201.76 total (Annexures A-9 and A-10 of the Petition).
- (xi) Post-expiry invoices not operational debt under Section 5(21), as no contract post-30.09.2024; Rs. 5,54,08,437.27 from October 2024-April 2025 invalid (Annexures A-6, A-7, A-9, A-12; Tables 1-3 segregate amounts).
- (xii) No evidence of consent for post-30.09.2024 services; no certificates or undertakings issued; unilateral invoices non-binding (disputes based on Petition's Annexures A-7, A-9, A-12).
- (xiii) Excluding post-expiry, liability reduces to Rs. 30,34,764.50 (below Rs. 1 crore threshold under Section 4); aggregation is colorable inflation (Annexures A-6, A-7, A-9, A-12 of the Petition).
- (xiv) Petition maliciously filed for recovery, not resolution; cites *M.S. Agarwal Veneers v. Fundtonic Service Pvt. Ltd.* (2022 SCC OnLine NCLAT 3355), *Vidarbha Industries Power Ltd. v. Axis Bank Ltd.* (2022) 8 SCC 352, *Anita Jindal v. Jindal Buildtech Pvt. Ltd.* (2022 SCC OnLine NCLAT 3748); post-expiry claims evidence mala fide (no specific Annexure).
- (xv) Fraudulent/malicious under Section 65; admissible claim Rs. 30,34,764.50 below threshold; inflated for jurisdiction, warrants dismissal with costs (disputes based on Annexures A-6, A-7, A-9, A-12).
- (xvi) Contractual claims require civil/commercial adjudication; disputes on services, invoices, post-expiry

unsuitable for summary IBC; cites Mobilox [(2018) 1 SCC 353] (Annexures A-5, A-6 of the Petition).

- (xvii) Petition has fatal infirmities: claims lack foundation, below threshold, mala fide under Section 65, contractual disputes; not maintainable, liable for dismissal.

9. The Operational Creditor has also filed Rejoinder on 22.09.2025 vide inward diary no. D-6389 and placed the facts in the following manner:-

- (i) The Operational Creditor vehemently denies all averments and allegations in the Corporate Debtor's reply/objections, except those explicitly admitted, deeming them incorrect, baseless, false, and misconceived; the contents of the original petition are reiterated and reaffirmed for brevity, and the Rejoinder is to be read in conjunction with the petition.
- (ii) The Operational Creditor craves leave to respond via Preliminary Objections & Submissions to highlight lacunae in the Corporate Debtor's averments, followed by a Para-wise Reply, praying for the petition to be allowed.
- (iii) Under Preliminary Objections & Submissions - No cogent evidence filed by the Corporate Debtor to dispute the amounts payable. The Corporate Debtor failed to provide evidence disputing the due amount of Rs. 5,84,43,201.76. This amount comprises principal from 13 unpaid/partially paid invoices plus interest at 2.5% per month up to 26.05.2025, per Clause 3 of the Principal Agreement. Frivolous averments of no admission are untenable. The Corporate Debtor ignored its own emails dated 07.04.2025 (pg. 10 of the petition), 03.04.2025 (pg. 101-102 of the petition), and 15.04.2025 (pg. 100 of the petition) admitting liability.
- (iv) The debt qualifies as operational under Section 5(21) of the IBC without needing a written agreement post-expiry of the Principal Agreement (effective 01.10.2022) and Renewal Agreement (expired 30.09.2024). Seven post-expiry invoices (October 2024 to April 2025) totaling Rs.

5,54,08,437.27 with interest are valid. No reply to Termination Notice dated 25.04.2025 (pg. 104 of the petition) or Demand Notice dated 03.05.2025 (pg. 109 of the petition) amounts to admission. There is no denial of invoice receipt or evidence of unilateral raising. The email dated 04.12.2024 (pg. 94 of the petition) requesting invoices substantiates no dispute.

- (v) Admission of liability by the Corporate Debtor: Failed to rebut admissions in emails dated 07.04.2025 (pg. 101 of the petition), 03.04.2025 (pg. 101-102 of the petition), and 15.04.2025 (pg. 100 of the petition) acknowledging dues; email dated 04.12.2024 (pg. 94 of the petition) contradicts unilateral claims; crystallizes operational debt and default under the IBC.
- (vi) Non-denial of receipt of invoices, and present reply as after-thought: Never denied receipt or objected to invoices at the time; current defenses are afterthoughts to evade liability; conduct shows acceptance of invoices and services.
- (vii) Debt is operational and attracts Section 9: Claim falls under Section 5(21) from services (Google Maps-related), without needing formal post-expiry contract; services admitted via emails dated 03.04.2025 (pg. 101-102 of the petition), 07.04.2025 (pg. 101 of the petition), and 15.04.2025 (pg. 100 of the petition); no reply to statutory demand notice strengthens default; Section 9 requirements met, warranting CIRP initiation.

10. The Corporate Debtor though its new management has also filed additional Affidavit on 08.10.2025 vide inward diary no. D-6800 and placed additional facts in the following manner:-

- (i) In the Additional Affidavit filed on 07.10.2025 by Utsav Chirag Sheth, Non-Executive Director appointed on 08.09.2025, the corporate structure of the Blu-Smart Group is detailed, comprising Blu-Smart Mobility Limited (BSML, holding company undergoing CIRP) and its four

subsidiaries, including the Corporate Debtor (holding proprietary app, algorithms, user data, and IP portfolio), Blu-Smart Fleet Private Limited (owning 149 EVs), Blu-Smart Charge Private Limited (engaged in charging infrastructure), and Blu-Smart Premium Fleet Private Limited (owning 178 EVs); BSML holds 99.99% shareholding in each subsidiary, and their businesses are mutually intertwined.

- (ii) The operational ecosystem of the Blu-Smart Group functions through three primary verticals—Technology, Fleet, and Charging Infrastructure—interlinked to service stakeholders including customers (with e-wallet balances held by the Corporate Debtor), lenders, employees, IT infrastructure providers, drivers, vehicle maintenance service providers, and third-party charging/parking facilities, enabling BSML to operate as a full-stack EV mobility platform.
- (iii) With BSML admitted into CIRP, the Resolution Professional, with CoC approval via resolution dated 28.08.2025 under Section 28(1)(j) of the Code, has taken steps to obtain control over the subsidiaries, including the Corporate Debtor, to manage and protect assets in line with insolvency objectives, resulting in change of management; this protects BSML's assets (shares in subsidiaries) and aims for consolidated value maximization greater than individual entities.
- (iv) After taking over management, discussions have been initiated with potential resolution providers for a holistic resolution of the entire Blu-Smart Group within the Code's framework; the affiant, as newly appointed Non-Executive Director, is engaging with BSML (under RP control) to achieve maximization of value for all stakeholders.

11. We have heard the arguments of Ld. Counsel for the Applicant/Operational Creditor as well as Ld. Counsel for the Respondent/Corporate Debtor today in the forenoon. After hearing them the order was reserved for pronouncement **at 4.30 PM.**

12. We have carefully examined the averments made in the petition, the reply filed by the Corporate Debtor, the rejoinder thereto, and the additional affidavit filed by the Corporate Debtor. The core issue before us is whether there exists an operational debt within the meaning of Section 5(21) of the Code, whether there is a default in payment thereof, and whether any bona fide dispute exists that would preclude admission of the application under Section 9 of the Code.
13. At the outset, it is trite law that the Adjudicating Authority, while considering an application under Section 9, is required to satisfy itself only as to the existence of debt, default, and the absence of any pre-existing dispute regarding the debt. As held by the Hon'ble Supreme Court in ***Mobilox Innovations Pvt. Ltd. v. Kirusa Software Pvt. Ltd., (2017) ibclaw.in 01 SC*** (decided on 21.09.2017), the dispute must be raised prior to the issuance of the demand notice under Section 8 of the Code or must be a plausible one that requires adjudication. The Adjudicating Authority is not a forum for detailed adjudication of contractual disputes but a summary jurisdiction to determine if the application meets the threshold requirements for admission.
14. The Operational Creditor has placed on record the Principal Agreement effective from 01.10.2022 and the Renewal Agreement up to 30.09.2024, along with purchase orders and invoices for services rendered under the Google Maps Platform (ODRD Services). The services pertain to geospatial

mapping and API usage, which squarely fall within the definition of 'goods or services' under Section 5(21) of the Code, giving rise to an operational debt.

15. The Corporate Debtor does not dispute the pre-expiry invoices (up to September 2024) and has acknowledged partial liability thereto, albeit claiming it falls below the threshold of Rs. 1 Crore under Section 4 of the Code. However, even assuming that only pre-expiry dues are considered, the admitted outstanding of Rs. 30,34,764.50/- is supplemented by the post-expiry claims. The Renewal Agreement expired on 30.09.2024, but the material on record, including emails from the Corporate Debtor dated 03.04.2025, 07.04.2025, and 15.04.2025, demonstrates continued usage of the services without objection, requests for invoices (e.g., email dated 04.12.2024), and admissions of liability. This conduct implies an ad-hoc continuation of the arrangement on the same terms, akin to an implied contract under Section 70 of the Indian Contract Act, 1872, or quantum meruit for services rendered and accepted as affirmed in ***Alopi Parshad & Sons Ltd. v. Union of India [AIR 1960 SC 588]***. The Hon'ble NCLAT in ***Saregama India Ltd. v. Home Movie Makers Pvt. Ltd., (2019) ibclaw.in 152 NCLAT*** has also held that the Adjudicating Authority need not delve into the veracity of contractual breaches in a Section 9 application.
16. The Corporate Debtor's contention that post-expiry invoices lack foundation and do not constitute operational debt is an

afterthought, raised only in the reply dated 01.09.2025, well after the demand notice dated 03.05.2025. No contemporaneous objection was raised to the invoices shared via email, nor to the termination notice dated 25.04.2025. The ledger maintained by the Operational Creditor (Annexure A-11) and the interest calculation sheet (Annexure A-12) corroborate the principal amount of Rs. 5,39,44,518.65/- plus interest at 2.5% per month as per Clause 3 of the Principal Agreement, totalling Rs. 5,84,43,201.76/- as on 26.05.2025. This exceeds the threshold under Section 4.

- 17.** The Corporate Debtor's plea under Section 65 regarding alleged mala fide intent is unsubstantiated. The application is not a mere recovery mechanism but seeks resolution under the Code, fulfilling the requirements of Section 9(5). Further, the additional affidavit highlights the ongoing CIRP of the holding company, Blu-Smart Mobility Limited, and efforts for group resolution. However, the Corporate Debtor being a distinct legal entity, the proceedings against it cannot be stayed merely on account of the parent's insolvency unless there is a specific order for consolidation under Section 60(5). The Resolution Professional's actions under Section 28(1)(j) to control subsidiaries do not ipso facto bar independent proceedings against the subsidiary.
- 18.** In light of the foregoing, we are satisfied that: (i) There is an operational debt as defined under Section 5(21); (ii) The Corporate Debtor has defaulted in payment thereof, with the

dates of default being the respective due dates of the invoices, aggregating to a default crystallized on 26.05.2025 (post-demand notice); (iii) No bona fide pre-existing dispute exists, and the demand notice under Section 8 was duly served without reply; (iv) The application is complete and no disciplinary proceedings are pending against the proposed IRP (to be appointed from the panel).

19. Hence, in our view, the present Petition is complete in terms of Section 9 of the Code. The Operational Creditor is entitled to claim its dues, establishing the operational debt and default in payment of the Operational Debt beyond doubt. The outstanding Operational Debt is of more than rupees one crore which meets the threshold limit as per section 4 of the Code and is well within the limitation for filing the present Petition. Moreover, the aforesaid said default is not covered under the period exempted under Section 10A of IBC, 2016. Accordingly, the Petition filed under section 9 of the Insolvency and Bankruptcy Code for initiation of corporate insolvency resolution process against the Corporate Debtor deserves to be admitted.

20. Accordingly, in light of the above facts and circumstances, it is, **hereby ordered** as under:-

- (i) The Respondent/Corporate Debtor - **Blu-Smart Mobility Tech Private Limited** is **admitted** in Corporate Insolvency Resolution Process under section 9(5) of the Code.

- (ii) As a consequence thereof, a moratorium under Section 14 of the Insolvency and Bankruptcy Code, 2016 is declared for prohibiting all of the following in terms of Section 14(1) of the Code.
- 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;*
 - 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.*
 - e. *The provisions of sub-Section (1) shall however, not apply to such transactions, agreements as may be notified by the Central Government in consultation with any financial sector regulator and to a surety in a contract of guarantee to a Corporate Debtor. The moratorium does not apply to transactions notified by the Central Government, as per Section 14(3)(a) of the IB Code, 2016.*
- (iii) The order of moratorium under section 14 of the Code shall come to effect from the date of this order till the completion of the Corporate Insolvency Resolution Process or until this 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 of the IBC 2016, as the case may be.

- (iv) However, in terms of Section 14(2) to 14(3) of the Code, the supply of essential goods or services to the Corporate Debtor as may be specified, if continuing, shall not be terminated or suspended, or interrupted during the moratorium period.
- (v) Since, the Operational Creditor has not proposed the name of any IRP. Therefore, we appoint **Mr. Pawan Kumar Goyal**, having Registration No. IBBI/IPA-001/IP-P00875/2017-2018/11473, (**e-mail:** ca.pawangoyal@gmail.com) Mobile No. 93135-02143 under section 13 (1)(c) of the Code to act as Interim Resolution Professional (**IRP**). He shall conduct the Corporate Insolvency Process as per the Insolvency and Bankruptcy Code, 2016 r.w. Regulations made thereunder. He shall submit his consent Form-2 along-with Form-B and Registration Certificate within three days.
- (vi) The IRP so appointed shall make a public announcement (e.g., newspapers, websites) under Regulation 6(2) of IBBI Regulations, 2016, of the initiation of the Corporate Insolvency Resolution Process and call for submissions of claims under section 15 within three days of appointment as per Regulation 6 of the IBBI (Insolvency Resolution Process

for Corporate Persons) Regulations, 2016, as required by Section 13(1)(b) of the Code.

- (vii) The IRP shall perform all his functions as contemplated, *inter-alia*, by sections 17, 18, 20 and 21 of the Code. It is further made clear that all personnel connected with the Corporate Debtor, its promoters, or any other person associated with the management of the Corporate Debtor are under legal obligation as per section 19 of the Code to extend every assistance and cooperation to the IRP. Where any personnel of the Corporate Debtor, its promoters, or any other person required to assist or co-operate with IRP, do not assist or cooperate, the IRP is at liberty to make appropriate application to this Adjudicating Authority with a prayer for passing an appropriate order.
- (viii) The IRP is expected to take full charge of the Corporate Debtor's assets and documents without any delay whatsoever within seven days of this order. He is also free to take police assistance in this regard, and this Court hereby directs the Police Authorities to render all assistance as may be required by the IRP in this regard.
- (ix) The IRP shall be under a duty to protect and preserve the value of the property of the 'Corporate Debtor company' and manage the operations of the Corporate Debtor company as a going concern as a part of the obligation imposed by section 20 of the Code.

- (x) The IRP or the RP, as the case may be, shall submit to this Adjudicating Authority a periodical report with regard to the progress of the CIRP in respect of the Corporate Debtor.
- (xi) We direct the Operational Creditor to pay IRP a sum of **Rs.5,00,000/- (Rupees Five Lakh Only)** in advance exclusive of applicable taxes, within 7 days from the date of this order to meet the initial costs of the CIRP, including issuing public notice and inviting claims, as per Regulation 33(1) of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016. This amount shall be adjustable against the IRP's fees and expenses as approved by the Committee of Creditors (CoC) under Regulation 33(3), with any excess refundable to the Operational Creditor or shortfall recoverable from the Corporate Debtor's estate as CIRP costs.
- (xii) The Registry is directed to communicate this order to the Operational Creditor, Corporate Debtor, and to the Interim Resolution Professional, the concerned Registrar of Companies and the Insolvency and Bankruptcy Board of India after completion of necessary formalities, within seven working days, and upload the same on the website immediately after pronouncement of the order. The Registrar of Companies shall update the Corporate Debtor's Master Data on the MCA portal to reflect its status as 'under Corporate Insolvency Resolution Process' within 7

working days of receiving this order and submit a compliance report to the Registrar, NCLT, within 14 working days.

- (xiii) The public announcement under Regulation 6(2) of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, shall be published in at least one English (national edition) and one vernacular newspaper with wide circulation in the state of the Corporate Debtor's registered office (Gujarat) and on the Corporate Debtor's website, if any, as per Form A of the said Regulations.
- (xiv) The commencement of the Corporate Insolvency Resolution Process shall be effective from the date of this order.

21. Accordingly, this Petition being **CP (IB) No.261/9/AHM/2025** is hereby **admitted**. A certified copy of this order may be issued, if applied for, upon compliance with all requisite formalities.

- SD -

SANJEEV SHARMA
MEMBER (TECHNICAL)

- SD -

SHAMMI KHAN
MEMBER (JUDICIAL)