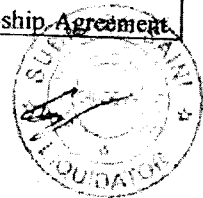


4.	The State Trading Corporation of India Ltd. (STC Ltd) Jawahar Vyapar Bhawan, Tolstoy Marg, New	Financial Creditor (Fresh Claim dated 17.02.2020 filed vide Hon'ble NCLT order	Unsecured	Rs. 14,91,00,983.33 {including Interest Amount}	NIL	Rs. 14,91,00,983.33 {including Interest Amount}	<p>The Claim filed in Form D under regulations of the IBBI (Liquidation Process) Regulations, 2016 was rejected by issuing the following observations/Letter:</p> <p>This has reference of various claim forms filed by your Corporation (STC Ltd) from time to time initially as the operational Creditor vide Form -C dated 12.04.2019 whereby your Corporation lodged the claim for Rs. 14,97,86,094. Since the undersigned on the basis of available records after verification rejected the said claim, your Corporation filed an appeal (CA No. 449 of 2019) before the Hon'ble National Company Law Tribunal. The</p>	<p>The claimant had filed its fresh claim as Financial Creditor in Form D which was received on 17.02.2020 by e-mail and hard copy by post on 19.02.2020. The claimant had filed the fresh claim aggregating to amount of Rs. 14,91,00,983.33</p> <p>The claimant had submitted the following Documents in support of Claim:</p> <p>1) Copy of Associate-ship Agreement</p>
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Delhi-110001	dated 20.09.2019 in the appeal filed by STC Ltd. against the rejection of their Claim earlier filed as Operational Creditor detailed at Sl. No. 2 of this list.				<p>Hon'ble National Company Law Tribunal was pleased to pass the following order on 20.09.2019:</p> <p><i>"In the circumstances, the CA is disposed of with liberty to the applicant to rectify the defects and also to submit fresh claims to the Liquidator and on receipt of the same the Liquidator shall reconsider the said claims and pass appropriate orders in accordance with the law".</i></p> <p>2 Accordingly, thereafter, pursuant to the above said order passed by the Hon'ble Tribunal your Corporation filed fresh claim on 10.12.2019 in Form -C prescribed under Regulation 8 of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016) while representing as the Financial Creditor. Whereas, as per the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016), said Form-C could is not applicable in Liquidation Proceedings. Moreover, vide the said form "C" your Corporation claimed an amount of Rs. 14,07,08,372.10 including interest which is less than the earlier claimed amount of Rs. 14,97,86,094. Thus, your corporation filed another Form i.e. Form-D on 10.01.2020 while representing as the Financial Creditor but this time again the amount filled in the form though was higher than the amount claimed on 10.12.2019 but even the same (Rs. 14,91,00,983.33) was different than the amount initially claimed on 12/04/2019. On receipt of the said fresh claim form dated 10.01.2020, the undersigned vide letter No. L-111 dated 17.01.2020 requested your Corporation to provide the complete fresh claim form within 10 days as there were certain discrepancies in the form and some pages though referred in the form but were not attached. It was also pointed out that certain blurred pages were not legible to be read. Besides these, the undersigned also vide another letter dated 27.01.2020 requested your Corporation to submit the copies of various Court orders referred in the claim form.</p> <p>3 Whereas, in order to satisfy the observations raised by the undersigned, your Corporation for the third time filed another Form -D on 17.02.2020 while claiming to be the Financial Creditor. The amount claimed therein is mentioned as Rs. 14,91,00,983.33. On receipt of the said fresh Form dated 17.02.2020, the undersigned requested your Corporation to send the document(s)/ information based on which your Corporation claimed to be the Financial Creditor and meets the eligibility criteria</p>	<p>dated 02.12.2011 between STC and MWPL.</p> <p>2) Corporate Guarantee given by Corporate Debtor to STC Ltd. dated 02.12.2011, 06.12.2011, 13.12.2011, 29.12.2011.</p> <p>3) Copy of Undertaking given by the Corporate Debtor to STC Ltd. dated 02.12.2011, 06.12.2011, 13.12.2011, 29.12.2011.</p> <p>4) Letter dated 05.12.2011 and 07.12.2011 by STC to Allahabad Bank.</p> <p>5) Letters dated 16.12.2011 and 29.12.2011 by MWPL requesting STC for opening Letter of Credit.</p> <p>6) Letters dated 20.12.2011, 03.01.2012 and 12.01.2012 by MWPL to STC accepting the shipping documents.</p> <p>7) Letter dated 23.01.2012 by MWPL (Corporate Debtor) to STC Ltd.</p> <p>8) Letter dated 31.01.2012 by STC to Allahabad Bank stating that a fraud was committed by the overseas supplier.</p> <p>9) Copy of Undertaking by MWPL dated 14.08.2013 to the STC Ltd.</p> <p>10) Copy of Undertaking of MWPL dated 24.09.2013 to the STC Ltd.</p> <p>11) Copy of Cheques amounting to Rs. 2.05 crores, in Cheque no. 406343, 406344 and 406345 dated 24.09.2013 drawn on Oriental Bank of Commerce</p> <p>12) Copy of Cheques amounting to Rs. 6.09 crores, in Cheque no. 406309 to 406317.</p> <p>13) Copy of Return Memo dated 13.11.2013 issued by Oriental Bank of Commerce</p> <p>14) Copy of complaint filed by STC Ltd. before the Court of Chief Metropolitan Magistrate, Patiala House Court, New Delhi in complaint</p>
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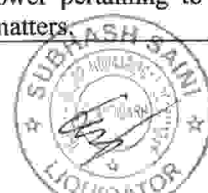
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						<p>prescribed under section 5(7) and 5(8) of the IBC, 2016. Your Corporation responded vide e-mail dated 13.03.2020 and submitted two annexures on dated 13.03.2020 and submitted that the fresh claim form dated 17.02.2020 be considered for verification and further clarification was also provided through e-mail dated 20.05.2020. The undersigned examined all the available documents including clarification submitted by you and raised the following observations:</p> <p>4 The Associateship Agreement dated 02.12.2011 was executed between the Corporate Debtor and STC Ltd for import of 400 MTs of CCC Rods in lots of 50-75 MTs per shipment from foreign supplier (SIMS) for further sale on High Seas Sale Basis to Millennium Wires Pvt. Ltd. (MWPL) in accordance with the High Seas Agreement between the Parties. This is evident from the following terms and contents of the said agreement:</p> <p>(a) Para -1 "The Buyer is desirous of importing 400 Mts of continuous cast copper Rod"</p> <p>(b) Para 2- "The Buyer will place its indent/request to STC for import of Goods."</p> <p>(c) Para -5 "The Buyer shall pay 0.75% of the CIF value of the import as net STC's trading margin."</p> <p>(d) Para 9 - "the sale will be made by STC on High Seas basis to the Buyer....."</p> <p>(e) Para 11 - "The buyer shall pay for the entire materials before 3 working days of goods landing at ICD, Ludhiana before signing high seas sale agreement."</p> <p>(f) Para 14 - "In case the Buyer fails to pay the entire cost of goods as per the pre-determined lifting schedule, STC will be at liberty to sell the goods to any other party at the cost and risk of the buyer....."</p> <p>5 From the above it is evident that there was an arrangement for the sale of goods by your Corporation to the Corporate Debtor and the title of such goods could have not been passed in favour of the Corporate Debtor until the Corporate Debtor was to pay the entire cost of goods. Even otherwise your Corporation was entitled to receive/retain only 0.75% of the CIF value of the imported goods. Whereas, your Corporation vide reply dated 20.05.2020, submitted that "there was no sale invoice raised by STC Ltd. to MWPL, because no goods in any shipment received by STC Ltd. from the Foreign Supplier M/s SIMS, Singapore. Since no goods were received by STC Ltd. from the Foreign Supplier, STC</p>	<p>case no. 44330/2014.</p> <p>15) Contingency provision in the books of accounts dated 31.03.2015</p> <p>16) Demand made by Allahabad Bank from STC Ltd. dated 31.03.2015</p> <p>17) Judgement dated 20.01.2017 in CS(OS) 745/2015 passed by the Hon'ble Delhi High Court.</p> <p>18) Contingency provision in the books of accounts dated 31.03.2017</p> <p>19) Order dated 24.04.2017 in RFA(OS) 27/2017 passed by the Hon'ble Delhi High Court.</p> <p>20) Order dated 16.05.2017 passed by the Chief Metropolitan Magistrate, Patiala House Court, New Delhi</p> <p>21) Note dated 22.05.2017 to the Audit by STC Ltd.</p> <p>22) Copy of complaint filed by STC Ltd. before Chief Metropolitan Magistrate, Patiala House Court, New Delhi in complaint case no. 573/2017</p> <p>23) Copy of Allahabad Balance Certificate dated 08.04.2019 as on 31.03.2019.</p> <p>24) Order dated 29.03.2019 of the Hon'ble Delhi High Court in RFA(OS) 27/2017</p> <p>25) Judgement dated 25.11.2019 in RFA(OS) 27/2017 passed by the Hon'ble Delhi High Court.</p> <p>26) Bank Statement of Allahabad Bank dated 02.04.2019</p> <p>27) Bank Certificate by Allahabad Bank A/c STC dated 27.11.2019.</p> <p>28) Copy of Authority Letter in f/o Authorised person to file the claim on behalf of STC Ltd.</p> <p>Copy of Circle no. 65 dated 23.08.1989 regarding delegation of power to Chairman.</p> <p>Copy of circle no. 117 dated 23.02.1995 regarding revised schedule of delegation of power pertaining to trade and business matters.</p>
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[Signature]



						<p>Ltd. could not make sale to MWPL....”</p> <p>6 It is further clarified that once there could be no possibility of your Corporation for claiming the amount as an operation debt, therefore, your Corporation submitted the fresh claim as a Financial Creditor stating it in terms of section 5(7) and section 5(8) on the ground that the Corporate Debtor had executed the following four Undertakings by giving postdated cheques and Corporate Guarantees for an aggregate amount of Rs. 8.14 crore in order to secure the 102.5% value of the consignment as per the format given by the STC:</p> <p>(a) Detail of Undertakings:</p> <p>(i) Undertaking dated 02.12.2011 to honour their presentation on due dates the enclosed three cheques bearing numbers 416758 for Rs. 1,00,00,000/-, 416759 for Rs. 1,00,00,000/- and 416760 for Rs. 3,00,000/- all dated 15.02.2012,</p> <p>(ii) Undertaking dated 06.12.2011 to honour their presentation on due dates the enclosed three cheques bearing numbers 416765 for Rs. 1,00,00,000/-, 416766 for Rs. 1,00,00,000/- and 416767 for Rs. 3,00,000/- all dated 15.02.2012,</p> <p>(iii) Undertaking dated 12.12.2011 to honour their presentation on due dates the enclosed three cheques bearing numbers 416768 for Rs. 1,00,00,000/-, 416770 for Rs. 1,00,00,000/- and 416772 for Rs. 3,00,000/- all dated 25.02.2012,</p> <p>(iv) Undertaking dated 29.12.2011 to honour their presentation on due dates the enclosed three cheques bearing numbers 416773 for Rs. 1,00,00,000/-, 416774 for Rs. 1,00,00,000/- and 416775 for Rs. 5,00,000/- all dated 23.03.2012.</p> <p>(b) <u>Detail of Corporate Guarantees</u></p> <p>(i) Corporate Guarantee dated 06.11.2011 for Rs. 2.03 crore</p> <p>(ii) Corporate Guarantee dated 02.12.2011 for Rs. 2.03 crore</p> <p>(iii) Corporate Guarantee dated 13.12.2011 for Rs. 2.03 crore</p> <p>(iv) Corporate Guarantee dated 29.12.2011 for Rs. 2.05 crore</p> <p>7 You have further submitted that your corporation also opened 4 LCs aggregate for Rs. 8,11,75,330/- in favour of foreign supplier for import of goods/material. The details of such Letter of Credits (LCs) are as follows:</p>	<p>Copy of extracts of minutes of 603rd meeting of the board of directors of STC Ltd. regarding the delegation of powers to Chairman for conducting day to day affairs of the corporation. Copy of circle no. 217 dated 11.03.2016, regarding authorization to represent the STC Ltd. in legal proceedings and for signing and verification of pleadings, legal documents etc.</p> <p>29) Allahabad Bank already served a demand notice on STC Ltd. dated 16.01.2020 for Rs. 16,21,60,914/- inclusive of interest up to 15.01.2020 and cost of Rs. 20,81,993/- along with future interest @ 9.65% pa w.m.r. and future cost till payment. Copy of letter dated 16.01.2020 by Allahabad Bank to STC Ltd.</p> <p>On receipt of the said fresh Form dated 17.02.2020, the undersigned requested your Corporation to send the document(s)/ information based on which your Corporation claimed to be the Financial Creditor and meets the eligibility criteria prescribed under section 5(7) and 5(8) of the IBC, 2016. Your Corporation responded vide e-mail dated 13.03.2020 and submitted two annexures on dated 13.03.2020 and submitted that the fresh claim form dated 17.02.2020 be considered for verification and further clarification was also provided through e-mail dated 20.05.2020.</p>
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						<p><u>Letter of Credits</u></p> <p>(i) 0189111FLU000150 dated 07.12.2011 for Rs. 2,02,93,832.50</p> <p>(ii) 0189111FLU000151 dated 07.12.2011 for Rs. 2,02,93,832.50</p> <p>(iii) 0189111FLU000154 dated 17.12.2011 for Rs. 2,02,93,832.50</p> <p>(iv) 0189111FLU000159 dated 02.01.2012 for Rs. 2,02,93,832.50</p> <p>8 You have also clarified through letter dated 13.03.2020 that the STC Ltd. submitted its fresh Claim dated 17.02.2020 under clause (b) and (f) of section 5(8) of IBC, 2016. Both the clauses of section 5(8) are reproduced hereinbelow:</p> <p>Clause (b): any amount raised by acceptance under any acceptance credit facility or its dematerialised equivalent;</p> <p>Clause (f): any amount raised under any other transaction, including any forward sale or purchase agreement, having the commercial effect of a borrowing;</p> <p>9 Further it also clarified by you in para no. 14 of Letter dated 13.03.2020 that the following documents have been submitted by you in support of your claim as financial creditor in terms of regulation 18(2)(b)(i) of the IBBI (Liquidation Process) Regulations, 2016:</p> <p>(i) Associateship Agreement attached as Annexure 1</p> <p>(ii) Letters dated 05.12.2011 and 07.12.2011, written by STC to Allahabad Bank for opening of LCs attached as Annexure 4</p> <p>(iii) Letters dated 20.11.2012, 03.01.2012 and 12.01.2012, written by Corporate debtor for acceptance of shipping documents against LCs 1st, 3rd and 4th attached as Annexure 6.</p> <p>(iv) Letter dated 23.01.2012 written by Corporate Debtor to STC Ltd. intimation for notice of fraud-cancellation/ revocation of LCs attached as Annexure 7</p> <p>(v) Letter dated 14.08.2013 written by Corporate debtor to STC Ltd. attached 9 cheques for Rs. 6.09 crore towards security against import of CCC rods attached as Annexure 9.</p> <p>(vi) Another letter written by Corporate debtor to STC Ltd. attaching three cheques for Rs. 2.05 crore towards security against import of CCC rods attached as Annexure 10.</p> <p>(vii) Balance Certificate dated 08.04.2019 issued by Allahabad Bank to STC Ltd. attached as Annexure 23 –</p>	
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[Signature]



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(viii) Balance confirmation dated 27.11.2019 issued by Allahabad Bank to STC Ltd. attached as Annexure 27-

(ix) Notice dated 16.01.2020 issued by Allahabad Bank to STC Ltd. demanding the payment against above said four LCs issued for Rs. 8,11,75,330/- attached as Annexure 29.

(x) Provisions made by STC and internal note - Annexures 15,18 and 21.

(xi) Order dated 19.03.2019 of Hon'ble High Court of Delhi in the matter of Allahabad Bank Versus Malayan Banking Ltd. - Judgement Reserved - annexure 24

10 By going through the above said documents attached by STC Ltd. in support of fresh Claim dated 17.02.2020, it is evident that all the documents like Associateship Agreement, Undertaking, Corporate Guarantees and issuance of postdated cheques by the Corporate debtor are inter connected with the purchase of material from STC Ltd., which the STC Ltd. was obliged to supply by importing the same as the Corporate debtor has complied with all the agreed terms and conditions of Associateship Agreement like providing of 25% margin money, executing undertaking, corporate guarantees and issued post-dated cheques equivalent to 102.5% of the consignment in favour of STC Ltd.

11 It is further agreed between the STC Ltd. and Corporate debtor vide clause no. 16(a) of the Associateship Agreement that *"The buyer shall fully indemnify STC for any loss, damage or cost which STC may incur/required to pay or suffer with regard to the subject to import and/or this agreement. No claim shall be passed on to STC either by Supplier or Buyer."*

As per dictionary the meaning of import is reproduced hereinbelow:

"bring goods or services into a country from abroad".

12 Further All the documents attached by STC Ltd. in support of its fresh claim dated 17.02.2020 do not satisfy the terms of section 5(7) and 5(8) of the IBC, 2016. Even in the order dated 19.03.2019 attached by STC Ltd., in which the judgement reserved by Hon'ble Delhi High Court, as per available records with the undersigned, the Corporate Debtor is not a party in that matter.

13 Further you have also sent through e-mail dated 20.05.2020, a copy of complaint dated 21.05.2019 for fraud and cheating filed by STC Ltd. with Central Bureau of Investigation, New Delhi, which is under investigation.

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Paras 3 and 3.1 of the Complaint are reproduced hereinbelow:

"3. The Associate M/s MWPL in collusion with their identified exporter Companies M/s SIMS Malaysia/ Singapore has cheated STC and siphoned money against L/Cs by submitting forged and fabricated shipment documents and without delivering the goods. After STC informed about the fraud played by the parties by presenting forged documents to Malayan Bank, Allahabad Bank immediately contacted the Malayan Bank and came to know that Malayan Bank even without waiting for usance of 90 days as per the terms of the L/C had released /made the payment to M/s SIMS against some loan facility under their Offshore Foreign Currency Loan (OFCL), which was not a part of the instant L/C transaction.

3.1 M/s SIMS have committed a fraud as no goods were shipped by the foreign suppliers and submitted forged documents to STC for acceptance and subsequently, obtained money from Bank by discounting the bills against L/Cs opened with Allahabad Bank by STC. The Managing Directors of MPWL along with the directors of M/s SIMS and other unknown persons acted illegally and designed a criminally conspiracy against STC which is Govt. of India Undertaking to deceive."

14 Further as per records available with the Liquidator and as per Audited Balance Sheet for the financial year 2017-18 relating to corporate debtor, no amount is due and payable to STC Ltd. In the Notes to the Accounts of the above said balance sheet under the column Contingent Liabilities, it is mentioned that "the Company has been defending the suits from STC Ltd towards Cheques issued, the Liability can not be ascertained now". You have also confirmed in your Fresh Claim Form that Ld. Chief Metropolitan Magistrate, Patiala House Court, New Delhi was pleased to take cognizance of the offence u/s 138 of the Negotiable Instruments Act, 1881 in complaint no. 44330/2014 and complaint no. 573/2017.

15 As stated above it is admitted by the STC Ltd that no material has been imported as it was only a fraudulent transaction. Hence any loss, damage or cost with regard to the subject of import and this agreement (which is specifically for purchase of imported material by the Corporate debtor from STC Ltd.) could not be covered under clause (b) and (f) of section 5(8) of IBC, 2016 as the STC Ltd. managed the L/Cs for import of material for

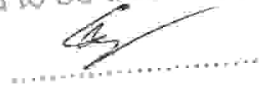
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						<p>further trading to the Corporate debtor on specified trading margin of 0.75% of the assignment, which could not be considered as financial transaction. Moreover, the corporate guarantees on the basis of which you are staking claim are dated 06.11.2011, 02.12.2011, 13.12.2011 and 29.12.2011. The terms of the Corporate Guarantees vide paragraph no. 4 seeks to provide:</p> <p><i>"4. This Guarantee shall remain valid and in full force and effect for and during the period that be required for satisfactory performance and fulfillment of all contractual obligations by the buyer in all respect so as to cover all the claims of STC on account of material value including loss/damage etc., against all transactions entered into and/or to be entered into by STC on behalf of the Buyer during the validity period of this guarantee and that it shall continue to be enforceable provided and remain in full force for one year in the first instance from the date of this guarantee provided always that before expiry of validity of this guarantee continued herein, we shall from time to time, on being called upon by STC to do so, extend the validity of this guarantee forthwith as may be required by STC for a further period of six months on each occasion."</i></p> <p>From the available records with the liquidator, it has been observed that the corporate guarantees after issuance have not been renewed. Further, these corporate guarantees were not invoked by you before the liquidation order passed on 14.03.2019 by Hon'ble National Company Law Tribunal, Chandigarh. Hence invocation of Corporate Guarantees is barred by limitation.</p> <p>Therefore, fresh claim dated 17.02.2020 for Rs. 14,91,00,983.33 filed by STC Ltd as Financial creditor is rejected.</p>	
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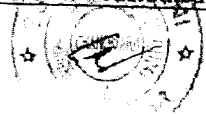
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2.	The State Trading Corporation of India Ltd. (STC Ltd) Jawahar Vyapar	Operational Creditor	Unsecured	Rs. 14,97,86,094.00 {Principle Amount of Rs. 11,00,04,972.03 + Interest Amount of Rs. 3,97,81,121.97}	NIL	Rs. 14,97,86,094.00 {Principle Amount of Rs. 11,00,04,972.03 + Interest Amount of Rs. 3,97,81,121.97}	<p>The Claim filed in Form C was rejected on basis of following observations:</p> <p>1) In Form C proof of Claim submitted by STC Ltd. at the top, heading is wrongly written as (under regulation 17 of the Insolvency and Bankruptcy Board of India (Liquidation Process Voluntary Liquidation Process) Regulations, 2017) in place of (under regulation 17 of the Insolvency and Bankruptcy Board of India (Liquidation</p>	<p>1) The claimant had filed its claim as operational creditor in Form C which was received on 13.04.2019 by e-mail and hard copy by post on 15.04.2019. The claimant had filed the claim aggregating to amount of Rs. 14,97,86,094.00</p> <p>2) The claimant had submitted the</p>
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	Bhawan, Tolstoy Marg, New Delhi- 110001						<p>Process) Regulations, 2016).</p> <p>2) Form C proof of Claim is signed by Dr. Maurya Vijay Chandra, Advocate (at Page No. 13 of Claim Form C), who is authorized only by Mr. Devendra Chandra, Manager STC Ltd, vide Authority Letter dated 12.04.2019 (at Page No. 17 of Claim) without any power/authority to Mr. Davendra Chandra, Manager to appoint advocate/professional on behalf of the STC Ltd. in this regard.</p> <p>3) Affidavit verifying the Claim is signed on 12.04.2019 by Mr. Devendra Chandra, Manager STC Ltd. and notarized on 13.04.2019, submitted at page no. 14-16 of Claim Form C, inspite of the fact that Mr. Devendra Chandra, Manager of STC Ltd has no authority to give affidavit in this regard as on date of affidavit.</p> <p>4) Point No. 11 of the Associate-ship Agreement dated 02.12.2011 is reproduced "The Buyer shall pay for the entire materials before 3 working days of goods landing at ICD, Ludhiana before signing High Seas Sale Agreement.</p> <p>But the materials never landed at ICD, Ludhiana as per point no. c at page no. 2 of your Letter dated 26.04.2019.</p> <p>5) It is submitted by STC Ltd at page no. 2 of point No. 3 of Claim Form that as the matter is already subjudice before the Hon'ble Delhi High Court.</p> <p>Further the outcome of the Claim amount is dependent upon the final orders of the Hon'ble Delhi High Court, as matter is pending adjudication.</p> <p>6) That Mr. Devendra Chandra, Manager of STC Ltd got authorization on 25.04.2019, but he had signed the Affidavit for verification of claim on 12.04.2019. Further Mr. Devendra Chandra, Manager had also further sub-delegated his power to Dr. Maurya Vijay Chandra, Advocate on 12.04.2019 without any authority in this regard to sub-delegate his powers.</p> <p>7) Mr. Devendra Chandra, Manager of STC Ltd has no authority on 12.04.2019 in this regard as he has been authorized on 25.04.2019 by Mr. S. P. Lakpa, Chief General Manager of STC Ltd. ".....to institute, sign, file with respect to the liquidation proceedings against Millennium Wires Pvt. Ltd....." as per Authority Letter dated 25.04.2019 attached at Page No. 9 as Annexure 20 of your letter dated 26.04.2019.</p> <p>Keeping in view the above said reasons, the Claim in Form</p>	<p>following Documents in support of Claim:</p> <p>a) Copy of Associate-ship Agreement dated 02.12.2011 between STC and MWPL</p> <p>b) Letter Dated 16.12.2011 and 29.12.2011 by MWPL requesting STC for Opening of 4 letters of Credit.</p> <p>c) Letter dated 05.12.2011 and 07.12.2011 by STC to Allahabad Bank.</p> <p>d) Letters dated 20.12.2011, 03.01.2012 and 12.01.2012 by MWPL to STC accepting the shipping documents.</p> <p>e) Letter dated 23.01.2012 by MWPL to STC.</p> <p>f) Letter dated 31.01.2012 by STC to Allahabad Bank stating that a fraud was committed by the overseas supplier.</p> <p>g) Demand made by Allahabad Bank from STC dated 16.05.2015</p> <p>h) Bank statement of Allahabad Bank dated 05.03.2018 for the period 01.02.2018 to 28.02.2018.</p> <p>i) Bank Statement of Allahabad Bank dated 05.04.2018 for the period 01.03.2018 to 31.03.2018</p> <p>j) Contingency provision in the books of account for 01.04.2018 to 31.12.2018.</p> <p>k) Note to Finance & Audit Division of STC dated 31.03.2018</p> <p>l) Copy of ledger Accounts from books dated 31.12.2018</p> <p>m) Contingency provision in the books of account dated 31.03.2017</p> <p>n) Note dated 22.05.2017 to the Audit by STC</p> <p>o) Contingency provision in the books of account dated 31.03.2015</p> <p>p) Judgment dated 20.01.2017 in CS (OS) 745/2015 passed by the Hon'ble Delhi High Court.</p>
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C filed and signed by Dr. Maurya Vijay Chandra, Advocate on behalf of STC Ltd. is rejected.

q) Order dated 24.04.2017 in RFA (OS) 27/2017 passed by Hon'ble Delhi High Court.
 r) Bank statement of Allahabad Bank dated 02.04.2019.
 s) Balance Certificate by Allahabad Bank A/c STC dated 08.04.2019.
 3) After going through the claim, letters no. 13-14 dated 19.04.2019 were written and sent to Mr. Maurya Vijay Chandra, Advocate and Directors, STC Ltd. requesting them to submit the following documents in order to verify the claims:
 a) Certified copy of Authorization and Board Resolution in favor of Authorized person to file the claim.
 b) Present status of the case pending before Hon'ble Delhi High Court and/or status of any other relevant matter.
 c) Any document showing that material or goods arrived at ICD, Ludhiana for onward delivery to M/s Millennium Wires Private Limited in Liquidation.
 d) Any other document which you think may be helpful for us in order to verify the claim.
 4) In response of our letter dated 19.04.2019, STC submitted the documents by e-mail on 27.04.2019 attaching letter dated 26.04.2019 and hard copy on 30.04.2019 clarifying the following:
 a) Certified copy of Authorization letter dated 25.04.2019 given by STC Ltd. in favor of Mr. Devendra Chandra, Manager of STC Ltd. Further copy of Board resolution dated 09.11.2015 was also received as per Annexure 20 of Letter dated 26.04.2019.
 b) Order dated 29.03.2019 of Hon'ble Delhi High Court in RFA(OS) 27.2017 submitted clarifying the

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							present status of the case pending before Hon'ble Delhi High Court and status of any other relevant matter as per Annexure 23 of letter dated 26.04.2019. c) Various documents submitted as per Annexure 24 and 25 of letter dated 26.04.2019 in clarification of query raised in point "c" of our letters no. 13-14 dated 19.04.2019. d) Various other documents submitted as per Annexure 26-39 of letter dated 26.04.2019 in clarification of point "d" of our Letter dated 19.04.2019.
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