

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL,  
PRINCIPAL BENCH AT NEW DELHI

I.A NO. \_\_\_\_\_ OF 2021

-IN

C.P (IB) NO. 409 (PB)/2017

**IN THE MATTER OF:**

**VIKRAM BAJAJ**

**(Resolution Professional for Net 4 India Ltd.)**

**...APPLICANT**

VERSUS

**INTERNET CORPORATION FOR ASSIGNED NAMES  
AND NUMBERS AND ORS.**

**...RESPONDENTS**

**IN THE MATTER OF:**

**EDELWEISS ASSET RECONSTRUCTION COMPANY LIMITED**

**...FINANCIAL CREDITOR**

VERSUS

**NET 4 INDIA LIMITED**

**...CORPORATE DEBTOR**

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10 YAKALATNAMA

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**FILED THROUGH:**

*Mohana*

**Chandhiok & Mahajan,**  
Advocates & Solicitors,  
C-524, Defence Colony,  
New Delhi – 110024

Counsels for the Applicant/Resolution Professional

Email: Contact Information Redacted

Phone: Contact Information Redacted

Place: New Delhi

Date: 5 March 2021

**BEFORE THE NATIONAL COMPANY LAW TRIBUNAL,  
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**I.A NO. \_\_\_\_\_ OF 2021**

**IN**

**C.P (IB) NO. 409 (PB)/2017**

**MEMO OF PARTIES**

**IN THE MATTER OF:**

**VIKRAM BAJAJ**

**(Resolution Professional for Net 4 India Ltd.)**

308, 3<sup>rd</sup> Floor, Pearls Business Park,

Netaji Subhash Place, Pitampura,

New Delhi- 110034

**...APPLICANT**

**VERSUS**

**1. Internet Corporation for Assigned Names and Numbers(ICANN)**

**Through:**

Mr. Jamie Hedlund,

Senior Vice President,

Contractual Compliance and Consumer Safeguards

801, 17<sup>th</sup> Street NW, Suite 400, Washington,

DC 20006, USA

Email id: [compliance@icann.org](mailto:compliance@icann.org)

**Also at:**

Mr. Samiran Gupta,

ICANN, India Head,

Contractual Compliance and Consumer Safeguards

801, 17<sup>th</sup> Street NW, Suite 400, Washington,

DC 20006, USA

Email id: [samiran.gupta@icann.org](mailto:samiran.gupta@icann.org)

**Also at:**

12025, Waterfront Drive, Suite 300,

Los Angeles, CA 90094-2536, USA

**B**

**...RESPONDENT NO. 1**

2. **Jasjit Singh Sawhney**  
Through his legal counsel,  
Mr. Prashant Mehta, Advocate  
G-35, Ground Floor,  
Jangpura Extension,  
New Delhi- 110014  
Email id: - Contact Information Redacted

**...RESPONDENT NO. 2**

3. **NET4 NETWORK SERVICES LIMITED**  
303A, Third Floor, Plot No. 3,  
Pocket H Market, Sarita Vihar,  
New Delhi- 110076

**...RESPONDENT NO. 3**

**FILED THROUGH:**

*Mohana*

**Chandhiok & Mahajan,**  
Advocates & Solicitors,  
C-524, Defence Colony,  
New Delhi – 110024

Counsels for the Applicant/Resolution Professional

Email: Contact Information Redacted

Phone: Contact Information Redacted

Place: New Delhi  
Date: March 2021

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**VERSUS**

**INTERNATION CORPORATION FOR ASSIGNED  
NAMES AND NUMBERS AND ORS.** **...RESPONDENTS**

**IN THE MATTER OF:**  
**EDELWEISS ASSET RECONSTRUCTION COMPANY LIMITED**  
**...FINANCIAL CREDITOR**

**VERSUS**

**NET 4 INDIA LIMITED** **...CORPORATE DEBTOR**

**SYNOPSIS**

That the present application is being filed on behalf of Mr. Vikram Bajaj, Resolution Professional (“**Applicant**”/ “**RP**”) of Net 4 India Limited (“**Corporate Debtor**”) under Section 60(5) of the Insolvency and Bankruptcy Code, 2016 (“**Code**”) seeking urgent directions to Respondent No. 1 to withdraw the notice of termination dated 26 February 2021 (“**Notice of Termination**”) of Registrar Accreditation Agreement dated 14 October 2014 (“**RAA**”) entered with the Corporate Debtor and further provide 3 months from the order dated 25 January 2021 passed by this Hon’ble Adjudicating Authority to complete the corporate insolvency resolution process (“**CIRP**”) of the Corporate Debtor.

## LIST OF DATES

Date	Event
10 July 2014	The Corporate Debtor entered into RAA with the Respondent No. 1 pursuant to which the Corporate Debtor was accredited by the Respondent No. 1 to act as a registrar to sell top level domain names to its customers
8 March 2019	The Corporate Debtor entered into CIRP
12 June 2019	RP/Applicant filed an application for non-cooperation under Section 19, bearing CA No. 1140 of 2019 (" <b>Non-cooperation Application</b> "), against Respondent No. 2
5 September 2019	RP/Applicant filed application, bearing CA No. 1756 of 2019 (" <b>Avoidance Application</b> ") under Section 43, Section 44, Section 45, Section 46, Section 48, Section 49, Section 66 and Section 67 of the Code, against Respondent No. 2 bringing to light certain preferential and fraudulent transactions and asking for their reversal.
18 September 2020	RP/Applicant had filed an application bearing I.A No. 4012 of 2020 seeking urgent directions against the Respondent No. 2 to cure the breaches and non-compliances raised by the Respondent No. 1 and Public Information Registry (" <b>PIR</b> "), including payment of outstanding dues to Respondent No 1 ensure that RAA is not terminated
25 September 2020	While hearing I.A. No. 4012 of 2020, this Hon'ble Adjudicating Authority taking cognizance of the seriousness of the matter directed Respondent No. 2 to pay the entire dues payable to the Respondent No. 1 and cure all the breaches or non-compliances by 01 October 2020
18 November 2020	Orders reserved in CA No 1140 of 2019 and CA No. 1756 of 2019

10 December 2020	Respondent No.1 sent a letter to the Applicant informing that the Corporate Debtor is in breach of RAA
15 December 2020	Applicant vide an email on 15 December 2020 to the Respondent No. 2 and his legal counsel again requested Respondent No. 2 to resolve the non-compliances and pay the outstanding amount as provided in the notice.
16 December 2020	Applicant wrote an email to the Respondent No. 1 once again informing about the order dated 25 September 2020 passed by this Hon'ble Adjudicating Authority directing the Respondent No. 2 to cure all the non-compliances
24 December 2020	Respondent No. 1 issued another letter to the Applicant reiterating the non-compliances as provided in its earlier letter dated 10 December 2020 and informing that the Corporate Debtor is in breach of the RAA which may force the Respondent No. 1 to terminate the RAA with the Corporate Debtor.
30 December 2020	RP/Applicant had filed an application bearing I.A No. 5671 of 2020 seeking <i>inter alia</i> directions against Respondent No. 1 to not terminate the RAA in terms of Section 14 of the Code.
25 January 2021	<p>While hearing I.A. No. 5761 of 2020, this Hon'ble Adjudicating Authority disposed off the said application vide order dated 25 January 2021 with following directions:</p> <p><i>“Regarding the reliefs (a) and (b), notwithstanding as to whether jurisdiction to deal with these issues relating to the agreements the Corporate Debtor entered into with R1 and R2, lies in India or elsewhere, looking at the far reaching implications</i></p>

	<i>likely to set in, if agreements R1 and R2 entered into are terminated, we hereby request R1 and R2 not to terminate these agreements at least until three months from hereof, so that the CIRP in progress is not hampered.”</i>
29 January 2021	Respondent No. 1 sent a notice which was on the same lines and similar to the previous notices of breach dated 10 December 2020 and 24 December 2020
26 February 2021	Respondent No. 1 issued a Notice of Termination of RAA against the Corporate Debtor for failure to cure the breaches in terms of Section 5.5.4 of the RAA. In the said notice, the Respondent No. 1 has informed the Applicant that the RAA is terminated pursuant to Section 5.5.4 and 5.5.6 of the RAA which shall become effective on 13 March 2021
27 February 2021	Legal Counsel to Respondent No. 1 issued a letter informing the Applicant about the non-compliances of multiple breach notices issued by the Respondent No. 1 and continuous complaint being received from the customers who are unable to renew the domain names or transfer their domain names to another registrar
01 March 2021	Applicant responded to the Notice of Termination and informed Respondent No. 1 that Respondent No.



	2, the ex-Promoter is in the process of curing all the breaches of the RAA
04 March 2021	Respondent No. 1 sent an email to the Applicant informing about the process of termination of the RAA

/

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VERSUS

**INTERNATION CORPORATION FOR ASSIGNED  
NAMES AND NUMBERS AND ORS.** ...RESPONDENTS

IN THE MATTER OF:

**EDELWEISS ASSET RECONSTRUCTION COMPANY LIMITED**  
...FINANCIAL CREDITOR

VERSUS

**NET 4 INDIA LIMITED** ...CORPORATE DEBTOR

APPLICATION ON BEHALF OF THE RESOLUTION  
PROFESSIONAL UNDER SECTION 60 (5) OF THE INSOLVENCY  
AND BANKRUPTCY CODE SEEKING URGENT DIRECTIONS

MOST RESPECTFULLY SHOWETH:

1. That the present application is being filed on behalf of Mr. Vikram Bajaj, Resolution Professional (“Applicant”/ “RP”) of Net 4 India Limited (“Corporate Debtor”) under Section 60(5) of the Insolvency and Bankruptcy Code, 2016 (“Code”) seeking urgent directions to Respondent No. 1 to withdraw the notice of termination dated 26 February 2021 (“Notice of Termination”) of Registrar Accreditation Agreement dated 14 October 2014 (“RAA”) entered with the Corporate Debtor and further provide 3 months from the order dated



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25 January 2021 passed by this Hon'ble Adjudicating Authority to complete the corporate insolvency resolution process ("CIRP") of the Corporate Debtor.

2. That the brief facts leading to filing of the present application are as follows:

2.1. That the Corporate Debtor entered into CIRP on 8 March 2019 on an application filed by its financial creditor.

2.2. That the Corporate Debtor is in the business of the selling domain names, website/email hosting and related website and is an accredited Registrar with the Respondent No. 1 and other registries. On 10 July 2014, the Corporate Debtor entered into RAA with the Respondent No. 1 pursuant to which the Corporate Debtor was accredited by the Respondent No. 1 to act as a registrar to sell top level domain names to its customers.

2.3. That upon entering his duties as the Resolution Professional, the Applicant discovered that the entire business of the Corporate Debtor has been diverted by Respondent No. 2 (director of the Corporate Debtor) to his related party Respondent No. 3 where Respondent No, 2 is a director. It was also discovered that the Corporate Debtor has no employees (except 2 in the legal secretarial division) and no assets, operations or information in respect of the Corporate Debtor was available. Despite repeated requests, very limited information and co-operation was provided by Respondent No. 2 to the Applicant in gathering the information about the Corporate Debtor. Therefore, the Applicant was constrained to file an application for non-cooperation under



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Section 19, being CA No. 1140 of 2019 (“**Non-cooperation Application**”), against Respondent No. 2 on 12 June 2019

2.4. Further, upon perusal of the information/ documents available with the Applicant, information/ documents gathered by technical expert from various websites and the information available in public domain, and reply filed by Respondent No. 2 to CA No. 1140 of 2019, the Applicant discovered that the Corporate Debtor had undertaken certain preferential and fraudulent transactions under Section 43, Section 44, Section 45, Section 46, Section 48, Section 49, Section 66 and Section 67 of the Code. Pertinently it was discovered that the entire business and operations of the Corporate Debtor had been diverted by Respondent No. 2 to his related party, Respondent No. 3. Accordingly, an application, bearing CA No. 1756 of 2019 (“**Avoidance Application**”), was filed by the Applicant against *inter alia* Respondent No.2 bringing to light these preferential and fraudulent transactions and asking for their reversal.

2.5. It may be added that till date, the control and custody of the IT system of the Corporate Debtor has also not been handed over to the Resolution Professional and the entire business of the Corporate Debtor continues to be diverted and wholly and solely managed by Respondent No. 2 and Respondent No.3.

2.6. Both the above applications, i.e. Non-cooperation Application and Avoidance Application, were heard from time to time. On 18 November 2020, orders on both the applications were reserved by this Hon’ble Adjudicating Authority.



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- 2.7. During the CIRP, and while the Section 19 and Avoidance Applications were pending, the Applicant was receiving continuous non-compliances/non-renewals complaints from customers as well as Respondent No. 1 with respect to WHOIS inaccuracy, non-renewal of domain names etc. Further, the Applicant also received notices from Respondent No. 1 for payment of their outstanding dues/fees from the Corporate Debtor.
- 2.8. Since the business of the Corporate Debtor including all revenues has been diverted and being solely managed by Respondent No. 2 and Respondent No. 3 and since the Corporate Debtor has no funds to pay to Respondent No. 1 a (the revenues being diverted), the Applicant has been repeatedly requesting Respondent No. 2 to rectify these non-compliances and defects. However, despite repeated requests by the Applicant, non-compliances were not rectified by the Respondent No. 2. Not only have non-compliances been raised by Respondent No. 1 even the business of the customers of the Corporate Debtor have been put to jeopardy on account of such non-compliances.
- 2.9. Constrained by the inaction of Respondent No. 2 in rectifying such non-compliances, the Applicant filed an application bearing I.A No. 4012 of 2020 before this Adjudicating Authority on 18 September 2020, seeking directions against Respondent No. 2 to immediately cure all the non-compliances/non-renewal including payment of outstanding dues to the Respondent No. 1 and Public Information Registry (“PIR”). On 25 September 2020, after hearing the parties in detail, this Hon’ble Adjudicating Authority



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allowed the said application vide its order dated 25 September 2020. Specific directions were passed by this Hon'ble Adjudicating Authority against Respondent No. 2, asking him to rectify all non-compliances and pay all outstanding dues to Respondent No. 1 and PIR by 1 October 2020. However, despite such specific directions from this Hon'ble Adjudicating Authority, the Respondent No. 2 failed to cure all the non-compliances/non-renewal and failed to make full payments to the Respondent No. 1 and PIR.

2.10. It is submitted that despite making repeated submissions and giving assurances during the course of hearings of Non-cooperation Application, Avoidance Application and IA No. 4012 of 2020 that all breaches will be cured at the earliest, the Respondent No.2 failed to do so. It is submitted that on 25 September 2020, this Hon'ble Adjudicating Authority also directed Respondent No. 2 to resolve all the pending issues with Respondent No.1 and make the pending payments on or before 1 October 2020.

2.11. In the meantime, the Applicant received letters dated 10 December 2020 and 24 December 2020 from the Respondent No. 1 providing time till 31 December 2020 to the Corporate Debtor to cure all the pending issues/non-compliances including payment of fees failing which Respondent No. 1 will terminate the RAA.

2.12. Since the entire business and revenues of the Corporate Debtor has been diverted to Respondent No. 3 (under directorship of Respondent No. 2), the Applicant repeatedly requested



A circular blue stamp of a Chartered Accountant. The text around the border reads "Chartered Accountant" at the top and "Bajaj" at the bottom. In the center, there is a handwritten signature and the date "20/11/2020".

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Respondent No. 2 to resolve all non-compliances. Further, the Applicant also requested and informed Respondent No. 1 about the imposition of moratorium prohibiting any coercive action against the Corporate Debtor during the corporate insolvency resolution process period. However, the same were not withdrawn by Respondent No. 1.

2.13. Constrained by the inaction of Respondent No. 1 in withdrawing the letters to terminate the RAA, the Applicant filed an application bearing IA No. 5671 of 2020 before this Hon'ble Adjudicating Authority on 30 December 2020, seeking *inter alia* directions against Respondent No. 1 to not terminate the RAA in terms of Section 14 of the Code. On 25 January 2021, after hearing the parties in detail, including counsel for Respondent No. 1, this Hon'ble Adjudicating Authority disposed off the said application vide order dated 25 January 2021 with following directions:

*“Regarding the reliefs (a) and (b), notwithstanding as to whether jurisdiction to deal with these issues relating to the agreements the Corporate Debtor entered into with R1 and R2, lies in India or elsewhere, looking at the far reaching implications likely to set in, if agreements R1 and R2 entered into are terminated, we hereby request R1 and R2 not to terminate these agreements at least until three months from hereof, so that the CIRP in progress is not hampered.”*



7.

A copy of the order dated 25 January 2021 passed by this Hon'ble Adjudicating Authority is annexed as **Annexure- 1**.

2.14. Evidently, this Hon'ble Adjudicating Authority, understanding the importance of the RAA for the business of Corporate Debtor and looking at the far reaching implications likely to set in, requested Respondent No. 1 to not terminate the RAA until April 2021. However, despite such request, the Applicant received a notice dated 29 January 2021 from Respondent No. 1 which was on the same lines and similar to the previous notices of breach dated 10 December 2020 and 24 December 2020. Pertinently, while the Applicant was in continuous talks with Respondent No. 2 as per the order dated 25 January 2021, Respondent No. 1 issued the said notice barely 4 days from the order dated 25 January 2021 passed by this Hon'ble Adjudicating Authority, clearly disregarding the true spirit of the order.

2.15. Thereafter, on 26 February 2021, the Respondent No. 1 issued a Notice of Termination of RAA against the Corporate Debtor for failure to cure the breaches in terms of Section 5.5.4 of the RAA. In the said notice, the Respondent No. 1 has informed the Applicant that the RAA is terminated pursuant to Section 5.5.4 and 5.5.6 of the RAA which shall become effective on 13 March 2021. As per the said notice, the termination of the RAA is due to the Corporate Debtor's repeated and consistent breaches of the RAA and failure to cure such breaches despite multiple notices from the Respondent No. 1. A copy of the letter dated 26 February 2021 is annexed as **Annexure – 2**.





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2.16. In furtherance to the Notice of Termination, the legal counsel to Respondent No. 1 on 27 February 2021 also issued a letter informing the Applicant about the non-compliances of multiple breach notices issued by the Respondent No. 1 and continuous complaint being received from the customers who are unable to renew the domain names or transfer their domain names to another registrar. In the said letter, the legal counsel to Respondent No. 1 informed the Applicant that the Corporate Debtor has failed in its cooperation by curing all the breaches/non-compliances and even failed to pay its dues to the Respondent for USD 1,163.18 which has constrained the Respondent No. 1 to terminate the RAA with effect from 13 March 2021. A copy of the letter dated 27 February 2021 issued by the legal counsel of the Respondent No. 1 is annexed as **Annexure- 3.**

2.17. On 01 March 2021, the Applicant responded to the Notice of Termination and informed Respondent No. 1 that Respondent No. 2, the ex-Promoter is in the process of curing all the breaches of the RAA. In the response, the Applicant also informed the Respondent No. 1 that:

- a) Regarding the outstanding amount, a payment of USD 4500 was made on 22 January 2021 post which the outstanding balance was only USD 163.18. Further, bills have been raised on 15 January 2021 for USD 1000 with due date of 14 February 2021 and another bill was raised on 31 January 2021 for USD 2979.46 with due date of 02 March 2021. All the previous dues have been paid and the total outstanding



dues, as on date, are only USD 1163.18 pertaining to invoice dated 15 January 2021.

- b) With respect to customer's tickets, a large number of domain renewals/authorization code requests are being addressed on a daily basis and email/website related issues have also been addressed for many customers. However, giving priority to redressing the customers issues, the response in respect of the same may not have been sent to Respondent No. 1 for closure of Compliance Tickets.
- c) Outline for SOPs was provided by the Applicant to the Respondent No. 2. The Respondent No. 2 provided its response and shared the draft SOPs with the Applicant. The draft SOPs are being discussed for finalization with Respondent No. 2. The SOPs highlight additional human resources and infrastructure being put in place. The draft SOPs was also shared with Respondent No. 1.

Further, the Applicant requested Respondent No. 1 to provide atleast 3 months' time to Corporate Debtor for completion of the CIRP in compliance with the letter and spirit of the directions of this Hon'ble Adjudicating Authority vide order dated 25 January 2021 and withdraw the Notice of Termination. A copy of the response dated 01 March 2021 is annexed as **Annexure- 4**.

- 2.18. On 04 March 2021, the Respondent No. 1 sent an email to the Applicant informing about the process of termination of the



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RAA. A copy of the email dated 04 March 2021 is annexed as  
**Annexure- 5.**

### **URGENT DIRECTIONS AND GROUNDS FOR URGENCY**

3. That as submitted above, the Corporate Debtor is in the business of selling domain names, website/email hosting and related website and is an accredited Registrar with the Respondent No. 1. It is pertinent to note that the accreditation of the Corporate Debtor with the Respondent No. 1 is extremely critical for the business of the Corporate Debtor. In case, the Notice of Termination of the RAA is not withdrawn, it will result in causing irreparable loss to the Corporate Debtor and also push the Corporate Debtor into liquidation. Thus, the entire business and resolution of the Corporate Debtor is dependent on the continuation of the accreditation of the Corporate Debtor with Respondent No. 1 to act as the registrar
  
4. That further in terms of the Section 20 read with Section 25 of the Code, it is the duty of the Applicant to preserve and protect all the assets of the Corporate Debtor including continued business operations of the Corporate Debtor. Therefore, for the continued business operations of the Corporate Debtor for selling domain names to various customers all over world, the accreditation of the Corporate Debtor with the Respondent No. 1 is very critical. Thus, termination of RAA by the Respondent No. 1 is causing hindrance in the duty of the Applicant to keep the Corporate Debtor as a going concern.



( )

5. That, as submitted above, the Avoidance Application along with the Non-cooperation Application was reserved for orders on 18 November 2020, and the final order may be passed soon by this Hon'ble Adjudicating Authority. In such circumstances, in case the termination of the RAA is not withdrawn by the Respondent No. 1 then it would defeat the very purpose of these applications and the prayers sought by the Applicant therein. Further, since the RAA form a critical part of the Corporate Debtor's business, such termination by the Respondent No. 1 will also impact the application filed by the Applicant seeking approval of the resolution plan received for resolution of the Corporate Debtor and pending before this Hon'ble Adjudicating Authority.
6. That in light of the above facts and circumstances, the Applicant is constrained to file an application seeking urgent directions against the Respondent No. 1 to withdraw the Notice of Termination and provide 3 months' time from the order dated 25 January 2021 passed by this Hon'ble Adjudicating Authority to complete the CIRP of the Corporate Debtor.
7. That the present application is being made *bonafide* and in the interest of justice.

#### PRAYER

The Applicant most humbly prays that, in view of the aforesaid, this Hon'ble Adjudicating Authority may be pleased to:

- a) Direct Respondent No.1, Internet Corporation for Assigned Names and Numbers, to withdraw the Notice of Termination of the Registrar Accreditation Agreement dated 26 February 2021;



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- b) Direct Respondent No. 2, Mr. Jasjit Singh Sawhney, to immediately address all concerns of ICANN;
- c) Direct Respondent No. 2, Mr. Jasjit Singh Sawhney, to pay the outstanding amount USD 4142.64 to Respondent No. 1 and pay further dues accruing on a regular basis;
- d) Direct Respondent No. 2 and Respondent No. 3 to resolve all the compliance and domain renewal issues raised by Respondent No. 1 at the earliest;
- e) pass such order or further relief(s) as this Hon'ble Adjudicating Authority may deem fit and proper in facts and circumstances of the case



**APPLICANT/RESOLUTION PROFESSIONAL**

*Mohana*

**FILED THROUGH:**

**Chandhiok & Mahajan,**  
Advocates & Solicitors,  
C-524, Defence Colony,  
New Delhi – 110024

Counsels for the Applicant/Resolution Professional

Email: Contact Information Redacted

Phone: Contact Information Redacted

Place: New Delhi

Date: 5 March 2021



सत्यमेव जयते

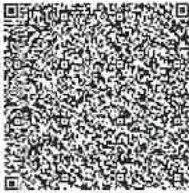
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Government of National Capital Territory of Delhi

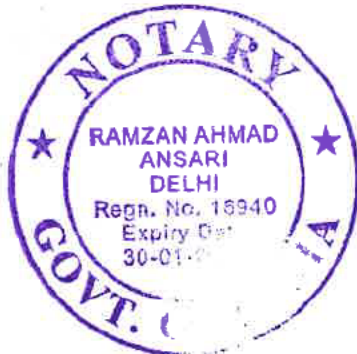
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Certificate Issued Date	: 05-Mar-2021 11:21 AM
Account Reference	: IMPACC (IV)/ dl829503/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL82950313402562505993T
Purchased by	: VIKRAM BAJAJ
Description of Document	: Article 4 Affidavit
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: VIKRAM BAJAJ
Second Party	: Not Applicable
Stamp Duty Paid By	: VIKRAM BAJAJ
Stamp Duty Amount(Rs.)	: 10 (Ten only)



05 MAR 2021

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**Statutory Alert:**

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

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PRINCIPAL BENCH AT NEW DELHI

I.A NO. \_\_\_\_\_ OF 2021

-IN

C.P (IB) NO. 409 (PB)/2017

IN THE MATTER OF:

**VIKRAM BAJAJ**

**(Resolution Professional for Net 4 India Ltd.)**

**...APPLICANT**

VERSUS

**INTERNET CORPORATION FOR ASSIGNED NAMES  
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**...RESPONDENTS**

IN THE MATTER OF:

**EDELWEISS ASSET RECONSTRUCTION COMPANY LIMITED**

**...FINANCIAL**

**CREDITOR**

VERSUS

**NET 4 INDIA LIMITED**

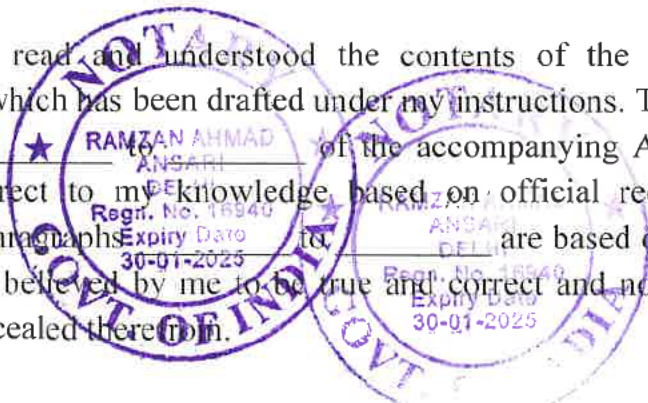
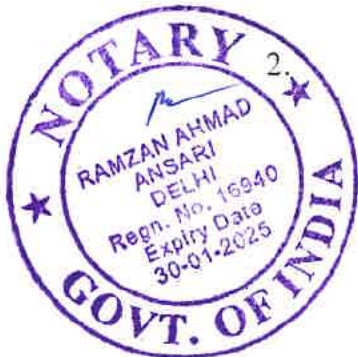
**...CORPORATE DEBTOR**

AFFIDAVIT

I, Vikram Bajaj, aged about 40 years S/o Mohinder Bajaj, R/o 12, Vasudha Apartments, Sector-9, Rohini, New Delhi- 110085, Resolution Professional of Net 4 India Limited, do hereby solemnly affirm and declare as under:

1. That I am the Applicant in the above captioned matter and as such I am familiar with the facts of the present case and duly competent to swear this affidavit.

That I have read and understood the contents of the accompanying Application which has been drafted under my instructions. The contents of paragraphs \_\_\_\_\_ of the accompanying Application are true and correct to my knowledge based on official records and the contents of paragraphs \_\_\_\_\_ are based on legal advice received and believed by me to be true and correct and nothing material has been concealed therefrom.



Place: New Delhi

Date: March 2021



**DEPONENT**

**VERIFICATION**

I, Vikram Bajaj, aged about 39 years S/o Mohinder Bajaj, R/o 12, Vasudha Apartments, Sector-9, Rohini, New Delhi- 110085 , Resolution Professional of Net 4 India Limited, do hereby verify that the contents of above affidavit are believed by me to be true and correct and that nothing material has been concealed therefrom.

Verified at on this 05 MAR 2020.



**DEPONENT**

*Moham*  
Identify the deponent who has signed or thumb in my presence



**CERTIFIED THAT THE DEPONENT**  
has solemnly affirmed before me at Delhi that the contents of the affidavit which have been read & explained to him are true and correct to his knowledge.

*[Signature]*  
Notary Public, Delhi

**05 MAR. 2021**