

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

**I.A.NO. /2020**

**IN**

**C.P NO. (IB).ND.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.

.... RESPONDENT

**IN THE MATTER:-**

**EDELWEISS ASSET RECONSTRUCTION COMPANY LTD.**

.... FINANCIAL CREDITOR

**VERSUS**

**NET 4 INDIA LTD.**

....CORPORATE DEBTOR

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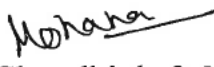
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Place: New Delhi

Date: 30 December 2020

FILED THROUGH

  
Chandhiok & Mahajan  
ADVOCATES & SOLICITORS  
C-524, Defence Colony,  
New Delhi – 110024  
Email: Contact Information Redacted

A

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

**I.A NO. \_\_\_\_\_ OF 2020**

**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,  
NewDelhi-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. Public Information Registry**

**Through:**

Mr. Anand Arora

Vice President, Business Affairs

11911 Freedom Drive,

10<sup>th</sup> Floor, Suite 1000

Reston, VA 20190

Email id: Contact Information Redacted

**...RESPONDENT NO. 2**

**3. 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. 3**

**4. NET4 NETWORK SERVICES LIMITED**

303A, Third Floor, Plot No. 3,

Pocket H Market, Sarita Vihar,

New Delhi- 110076

**...RESPONDENT NO. 4**

**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: 30 December 2020

C

**PRINCIPAL BENCH AT NEW DELHI**  
**I.A NO. \_\_\_\_\_ OF 2020**  
**-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**

**SYNOPSIS**

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 14 read with Section 20, Section 25 and Section 60(5) of the Insolvency and Bankruptcy Code, 2016 (“**Code**”) seeking urgent directions to Respondent No. 1 and Respondent 2 to not terminate the Registrar Accreditation Agreement dated 14 October 2014 (“**ICANN RAA**”) and Registry-Registrar Agreement dated 19 April 2016 (“**PIR RRA**”) entered into by them respectively with the Corporate Debtor.

**LIST OF DATES**

<b>Date</b>	<b>Event</b>
10 July 2014	The Corporate Debtor entered into ICANN 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
19 April 2016	The Corporate Debtor entered into the RRA with Public Interest Registry, pursuant to which the

	Corporate Debtor was also accredited to PIR as a registrar to sell domain names
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. 3
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.3 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. 3 to cure the breaches and non-compliances raised by the Respondent No. 1 and Respondent No. 2, including payment of outstanding dues to Respondent No 1 and Respondent No. 2 to ensure that ICANN RAA and PIR RRA are 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. 3 to pay the entire dues payable to the Respondent No. 1 and Respondent No. 2 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 ICANN RAA
15 December 2020	Applicant vide an email on 15 December 2020 to the Respondent No. 3 and his legal counsel again

	requested Respondent No.3 to resolve the non-compliances and pay the outstanding amount as provided in the notice.
15 December 2020	Respondent No. 2 issued a notice of termination of PIR RRA against the Corporate Debtor for not making available sufficient funds for auto renewal of domain names
15 December 2020	Applicant immediately, on the same day, <i>vide</i> an email requested the Respondent No. 3 and his legal counsel to pay the outstanding dues of the Respondent No. 2 of USD 21,796.35 failing which PIR RRA may be terminated which shall put in jeopardy the entire business of the Corporate Debtor and domain rights of thousands of customers.
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. 3 to cure all the non-compliances
16 December 2020	Applicant <i>vide</i> its email informed Respondent No. 2 about the imposition of moratorium prohibiting any coercive action for recovery of dues during the corporate insolvency resolution process period and accordingly requesting it to withdraw the notice of termination dated 15 December 2020.
19 December 2020	Respondent No. 1 replied to the Applicant's email apprising the Applicant about the increase in number of complaints received from the customers on a daily basis which Respondent No. 1 was receiving with respect to domain registration
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 ICANN RAA which may force the Respondent

F

	No. 1 to terminate the ICANN RAA with the Corporate Debtor.
--	---

**FILED THROUGH:**

*Mehana*

**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: 30 December 2020



BEFORE THE NATIONAL COMPANY LAW TRIBUNAL,

PRINCIPAL BENCH AT NEW DELHI

I.A NO. \_\_\_\_\_ OF 2020

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

**IN THE MATTER OF:**

**VIKRAM BAJAJ**

(Resolution Professional for Net 4 India Ltd.)

...APPLICANT

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 14 READ WITH SECTION 20,  
SECTION 25 AND SECTION 60(5) OF THE INSOLVENCY AND  
BANKRUPTCY CODE, 2016 SEEKING APPROPRIATE  
DIRECTIONS AGAINST THE RESPONDENTS**

**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 14 read with Section 20, Section 25 and Section 60(5) of the Insolvency and Bankruptcy Code, 2016 (“Code”) seeking urgent directions to Respondent No. 1 and Respondent 2 to not terminate the Registrar Accreditation Agreement



dated 14 October 2014 (“**ICANN RAA**”) and Registry-Registrar Agreement dated 19 April 2016 (“**PIR RRA**”) entered into by them respectively with the Corporate Debtor.

2. That, at the outset, it is pertinent to submit that on 18 September 2020, the Applicant had filed an application bearing I.A No. 4012 of 2020 seeking urgent directions against the Respondent No. 3 to cure the breaches and non-compliances raised by the Respondent No. 1 and Respondent No. 2, including payment of outstanding dues to Respondent No 1 and Respondent No. 2 to ensure that ICANN RAA and PIR RRA are not terminated. The Applicant craves the leave of this Hon’ble Adjudicating Authority to refer and rely to the contents of the application, as and when necessary, and the same are not repeated herein for sake of brevity.
3. That on 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. 3 to pay the entire dues payable to the Respondent No. 1 and Respondent No. 2 and cure all the breaches or non-compliances by 01 October 2020. A copy of the order dated 25 September 2020 passed by this Hon’ble Adjudicating Authority is annexed as **Annexure- 1**.
4. That the brief facts leading to filing of the present application are as follows:
  - 4.1. That the Corporate Debtor entered into CIRP on 8 March 2019 on an application filed by its financial creditor



4.2. 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, Respondent No. 2 and other registries. On 10 July 2014, the Corporate Debtor entered into ICANN 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. Similarly, the Corporate Debtor entered into the RRA with Public Interest Registry on 19 April 2016, pursuant to which the Corporate Debtor was also accredited to PIR as a registrar to sell domain names.

4.3. That upon entering his duties as the Resolution Professional, the Resolution Professional discovered that the entire business of the Corporate Debtor has been diverted by Respondent No. 3 (director of the Corporate Debtor) to his related party Respondent No. 4 where Respondent No. 3 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. 3 to the Resolution Professional in gathering the information about the Corporate Debtor. Therefore, the Resolution Professional was constrained to file an application for non-cooperation under Section 19, being CA No. 1140 of 2019 (**"Non-cooperation Application"**), against Respondent No. 3 on 12 June 2019



- 4.4. 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. 3 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. 3 to his related party, Respondent No. 4. Accordingly, an application, bearing CA No. 1756 of 2019 ("**Avoidance Application**"), was filed by the Applicant against *inter alia* Respondent No.3 bringing to light these preferential and fraudulent transactions and asking for their reversal.
- 4.5. 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. 3 and Respondent No.4.
- 4.6. 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. It is submitted that these applications are also critical for the adjudication of the present issue as they deal with the control and custody of the assets of the Corporate Debtor.



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4.7. 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 and Respondent No. 2 with respect to WHOIS inaccuracy, Transfer Policy, Expired Domain Deletion Policy (“EDDP”), Expired Registration Recovery Policy (“ERRP”). Further, the Resolution Applicant also received notices from Respondent No. 1 and Respondent No. 2 for payment of their outstanding dues/fees from the Corporate Debtor.

4.8. Since the business of the Corporate Debtor including all revenues has been diverted and being solely managed by Respondent No. 3 and Respondent No. 4 and since the Corporate Debtor has no funds to pay Respondent No. 1 and Respondent No. 2 (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. 3. Not only have non-compliances been raised by Respondent No. 1 and Respondent No. 2, even the business of the customers of the Corporate Debtor have been put to jeopardy on account of such non-compliances.

4.9. Constrained by the inaction of Respondent No.3 in rectifying such non-compliances, the Applicant filed an application bearing I.A No. 4012 of 2020 before the Adjudicating Authority on 18 September 2020, seeking directions against Respondent No. 3 to immediately cure all the non-compliances/non-renewal including



payment of outstanding dues to the Respondent No. 1 and Respondent No. 2. On 25 September 2020, after hearing the parties in detail, this Hon'ble Adjudicating Authority allowed the said application vide its order dated 25 September 2020. Specific directions were passed by this Hon'ble Adjudicating Authority against Respondent No. 3, asking him to rectify all non-compliances and pay all outstanding dues to Respondent No. 1 and Respondent No. 2 by 1 October 2020. However, despite such specific directions from this Hon'ble Adjudicating Authority, the Respondent No. 3 failed to cure all the non-compliances/non-renewal and has failed to make full payments to the Respondent No. 1 and Respondent No. 2.

4.10. 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.3 has failed to do so till date. It is submitted that on 25 September 2020, this Hon'ble Adjudicating Authority also directed Respondent No. 3 to resolve all the pending issues with Respondent No.1 and 2 and make the pending payments on or before 1 October 2020.

4.11. In its compliance affidavit filed by the Respondent No.3 in IA No. 4012 of 2020 on 26 October 2020, Respondent No.3 stated that "90% of the dues of the Registry's have been paid" also undertook to pay the complete pending dues to Respondent No. 1 and Respondent No. 2 within 3 days. However, despite the same, the dues have not been paid. Presently, out of the then total



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outstanding dues to Respondent No. 1 of USD 18,823, an amount of USD 15,500 has been paid. Further out of the then outstanding dues to Respondent No.2 of USD 8,185, an amount of USD 6,000 has been paid. On account of ongoing business operations further dues of ICANN and PIR have accrued and as per notices issued by Respondents outstanding dues of ICANN are USD 7663.18 and a deposit of USD 21,796.35 is required to be made to PIR.

4.12. That on 10 December 2020, the Respondent No.1 sent a letter to the Applicant informing that the Corporate Debtor is in breach of ICANN RAA which *inter alia* includes:

- a. failure of the Corporate Debtor to provide an interactive webpage and a port43;
- b. providing free public query-based access to up-to-date concerning all active registered names;
- c. failure to make registration data and records available upon request by the Respondent No. 1 as required by Section 3.4.3 of the RAA;
- d. failure to escrow gTLD registration data as required by Section 3.6 of the RAA;
- e. failure to timely pay past dues accreditation fees as required by Section 3.9 of the RAA

In addition to the above, it was also informed that the Corporate Debtor has also failed to provide records and information as requested by the Respondent No. 1 to demonstrate compliances of the complaints raised by the customers with respect to unique "Auth Info" code and remove the "Client Transfer Prohibited".



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transfer of domain names to another registrar without the knowledge and consent of the Registered Name Holder, renewal of expired domain name registration. The Respondent No. 1 in the said letter has also raised additional concerns with respect to increase in the number of complaints from the customers claiming that their domain transfer and renewal request is not being addressed by the Corporate Debtor despite repeated requests. Further, it was stated that the responses provided by the Corporate Debtor with respect to compliances are incomplete. Vide the said letter, the Respondent No. 1 has given time till 31 December 2020 to the Corporate Debtor to cure all the above breaches and provide the requisite information failing which the Respondent No. 1 may commence the ICANN RAA termination process. A copy of the letter dated 10 December 2020 sent by the Respondent No. 1 to the Applicant is annexed as **Annexure- 2**

4.13. It is again brought to this Hon'ble Adjudicating Authority's knowledge that, since the entire business and revenues of the Corporate Debtor has been diverted to Net 4 Network, the Applicant is not in a position to cure such non-compliances.

4.14. Pursuant to the directions from this Hon'ble Adjudicating Authority vide order dated 25 September 2020, the Applicant vide an email on 15 December 2020 to the Respondent No. 3 and his legal counsel again requested Respondent No.3 to resolve the non-compliances and pay the outstanding amount as provided in the notice. A copy of the email dated 15 December 2020 sent by the Applicant to Respondent No. 3 and his legal counsel is annexed as **Annexure- 3**





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4.15. On 15 December 2020, the Respondent No. 2 issued a notice of termination of PIR RRA against the Corporate Debtor for not making available sufficient funds for auto renewal of domain names. In the said notice, the Respondent No. 2 has informed that the Corporate Debtor has been violating Section 4.3 of the PIR RRA since 17 September 2020 and because of such continuous violation 1644 domain name will expire on or before 30 December 2020. Further as per the notice of termination, the Respondent No. 2 has given a period of 30 days i.e. by 14 January 2021 to make funds available of USD 21,796.35 for auto renewal of domain names failing which the Respondent No. 2 will terminate the PIR RRA of the Corporate Debtor pursuant to Sections 4.3(c), 9.2.1 and 9.2.5. A copy of the notice of termination dated 15 December 2020 issued by Respondent No. 2 is annexed as **Annexure- 4**

4.16. The Applicant immediately, on the same day, *vide* an email requested the Respondent No. 3 and his legal counsel to pay the outstanding dues of the Respondent No. 2 of USD 21,796.35 failing which PIR RRA may be terminated which shall put in jeopardy the entire business of the Corporate Debtor and domain rights of thousands of customers. A copy of the email dated 15 December 2020 sent by the Applicant to the Respondent No. 3 and his legal counsel is annexed as **Annexure- 5**

4.17. On 16 December 2020, the 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. 3 to cure all the non-compliances.



It was also informed by the Applicant that the order in avoidance application (CA No. 1756 No. 2019) has already been reserved by this Hon'ble Adjudicating Authority and accordingly requested it to provide continuous support to the Applicant. The Respondent No. 1 replied to the aforesaid email on 19 December 2020 apprising the Applicant about the increase in number of complaints received from the customers on a daily basis which Respondent No. 1 was receiving with respect to domain registration. A copy of the email dated 16 December 2020 and 19 December 2020 are annexed as **Annexure- 6 (Colly)**

4.18. On the same day, the Applicant *vide* its email informed Respondent No. 2 about the imposition of moratorium prohibiting any coercive action for recovery of dues during the corporate insolvency resolution process period and accordingly requesting it to withdraw the notice of termination dated 15 December 2020. The Applicant also apprised about the order dated 25 September 2020 passed by this Hon'ble Adjudicating Authority directing the Respondent No. 3 to pay the outstanding dues and requested for further co-operation and assistance from Respondent No.2. A copy of the email dated 16 December 2020 sent by the Applicant to Respondent No. 2 is annexed as **Annexure- 7**

4.19. On 24 December 2020, the 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 ICANN RAA which may force the Respondent No. 1 to terminate the



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ICANN RAA with the Corporate Debtor. A copy of the letter dated 24 December 2020 sent by the Respondent No. 1 to the Applicant is annexed as **Annexure- 8**

5. That by commencing the CIRP of the Corporate Debtor, *vide* order dated 08 March 2019 under Section 14 of the Code, this Hon'ble Adjudicating Authority prohibited the following actions:
- a. the institution of suits or continuation of pending suits or proceedings against the corporate debtor including execution of any judgement, decree or order in any court of law, tribunal, arbitration panel or other authority;
  - b. transferring, encumbering, alienating or disposing off by the corporate debtor any of its assets or any legal right or beneficial interest therein;
  - c. any action to foreclose, recover or enforce any security interest created by the corporate debtor in respect of its property including any action under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (54 of 2002);
  - d. the recovery of any property by an owner or lessor where such property is occupied by or in the possession of the corporate debtor
6. That therefore in terms of the provisions of Section 14 (1) of the Code, no coercive action including termination of ICANN RAA and PIR RRA is permitted against the Corporate Debtor during the corporate insolvency resolution process period. It is pertinent to note that the



accreditation of the Corporate Debtor with the Respondent No. 1 and Respondent No. 2 is extremely critical for the business of the Corporate Debtor. In case, the ICANN RAA and PIR RRA is terminated, it will result in causing irreparable loss to the Corporate Debtor and may 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 and Respondent No. 2 to act as the registrar.

- 7. 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 and Respondent No. 2 is very critical. Thus, termination of ICANN RAA and PIR RRA will not only be breach of moratorium in terms of Section 14 but will also cause hindrance in the duty of the Applicant to keep the Corporate Debtor as a going concern.
- 8. That, as is evident from the above submissions, the Respondent No.3, despite making statements before this Hon'ble Adjudicating Authority, both during the course of hearings and on a compliance affidavit, to comply with the orders of this Hon'ble Adjudicating Authority, has willfully and purposely failed to comply with the same. The act of Respondent No.3 to not abide by the order dated 25 September 2020 is



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a clear case of contempt and necessary may be taken against Respondent No.3 for the same.

9. That, as submitted above, the Avoidance Application along with the Non-cooperation Application have been 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 ICANN RAA and the PIR RRA is terminated, it would defeat the very purpose of these applications and the prayers sought by the Applicant therein. Further, since the ICANN RAA and the PIR RRA form a critical part of the Corporate Debtor's business, such termination may 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.
10. 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 not terminate the Registrar Accreditation Agreement dated 14 October 2014;
- b) Direct Respondent No.2, Public Information Registry, to not terminate the Registry-Registrar Agreement dated 19 April 2016:



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- c) Direct Respondent No.3, Mr. Jasjit Singh Sawhney, to immediately address all concerns of ICANN and Public Interest Registry:
- d) Direct Respondent No.3, Mr. Jasjit Singh Sawhney, to pay the outstanding amount USD 7663.18 to Respondent No.1 in compliance of the order dated 25 September 2020 passed by this Hon'ble Adjudicating Authority and pay further dues accruing on a regular basis
- e) Direct Respondent No.3, Mr. Jasjit Singh Sawhney, to pay USD 21796.35 to Respondent No.2 in compliance of the order dated 25 September 2020 passed by this Hon'ble Adjudicating Authority and pay further dues accruing on a regular basis;
- f) Direct Respondent No. 3 and Respondent No. 4 to resolve all the compliance and domain renewal issues raised by Respondent No. 1 and Respondent No. 2 at the earliest.
- g) 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:**

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Counsels for the Applicant/Resolution Professional

Email: Contact Information Redacted

Phone: Contact Information Redacted

Place: New Delhi  
Date: December 2020



# INDIA NON JUDICIAL

15

## Government of National Capital Territory of Delhi

### e-Stamp

सत्यमेव जयते  
Certificate No. : IN-DL23939500525981S  
Certificate Issued Date : 30-Dec-2020 12:08 PM  
Account Reference : SELFPRINT (PU)/ dl-sell/ NEHRU/ DL-DLH  
Unique Doc. Reference : SUBIN-DL DL-SELF51381738607378S  
Purchased by : VIKRAM BAJAJ  
Description of Document : Article 4 Affidavit  
Property Description : ARTICLE FOR AFFIDAVIT FOR APPLICATION UNDER SECTION 14  
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)



SELF PRINTED CERTIFICATE  
TO BE VERIFIED BY THE RECIPIENT

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#### Statutory Alert.

1. The authenticity of this Stamp certificate should be verified at [www.shifastamp.com](http://www.shifastamp.com) or using a Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and its 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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**BEFORE THE NATIONAL COMPANY LAW TRIBUNAL,  
PRINCIPAL BENCH AT NEW DELHI**

**IA NO. \_\_\_ OF 2019  
IN  
CP (IB)-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**

**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.
2. That I have read and understood the contents of the accompanying application which has been drafted under my instructions. The contents of paragraphs 1 to 4 of the accompanying application are true and correct to my knowledge based on official records and the contents of paragraphs 5 to 10 are based on legal advice received and believed by me to be true and correct and nothing material has been concealed therefrom.
3. The annexures to the accompanying Application are the true copies of their respective originals.

Place: New Delhi  
Date: 30 December 2020





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**VERIFICATION**

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 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                      day of                      2020.



**DEPONENT**

*Mohana*

**SIG ATTESTED**

**NOTARY PUBLIC, DELHI**



**30 DEC 2020**