



Before: Shri S.R. Patil, 1st Asstt. to O.A. 2019:BHC-OS:6920
High Court, Bombay

Date: 21st March, 2023

Re: 1) Harshad S. Mehta
2) Richa S. Mehta

Insolvency Petition No. 30 of 2018

Date of Act of Insolvency ... 29.05.2018

Date of Petition. ... 23.08.2018

Date of Order of Adjn. ... 19.03.2019

Attended by: Mrs. Leena Suryavanshi S.O.

Called for: Personal Interview

Present:

Petitioning Creditor: Absent

Shri Anil P. Bagwe, Advocate for the Insolvents

Insolvent No. 1: Harshad S. Mehta

Insolvent No. 2: Absent

No other appearances

This is an adjourned meeting fixed for private examination of the Insolvents touching their estate and affairs.

In the Order dated 10th March 2023 passed by the Hon'ble Insolvency Court the City Bank was directed to furnish all the relevant information to the Official Assignee about the status of their claim can be placed before this Court. None present for the Citi Bank.

Insolvent No. 1 Harshad S. Mehta has shown Schedule of Assets and Liabilities filed by him particularly in Sheet 'A' mentioned Unsecured Creditors and Sheet 'B' mentioned Creditors Fully Secured.



INSOLVENT NO. 1 HARSHAD SHANTILAL MEHTA, ON SOLEMN AFFIRMATION FURTHER STATES AS UNDER:

1. I state that there was claim filed by the Shri Ashok Mohansingh Bajaj, Petitioning Creditor for Rs.5,42,099.06. The said claim of the Petitioning Creditor is fully satisfied by the well-wisher viz. Nihari Harshad Mehta for the sum of Rs.5,00,000/- vide receipt dated 24th June, 2022 issued by Finvest Corporation towards full and final settlement of Claim.

2. I state that there is another claim filed by Insta Capital Pvt. Ltd., Claimant for Rs.7,04,399.16 by way of the Affidavit of Claim. In the meeting dated 28th February 2023 statement was already made by the Advocate, that the claim of the Claimant was settled by the well-wisher and they had produced a copy of receipt dated 10th May, 2022 duly signed by the director of Insta Capital Pvt. Ltd. For Rs.3,50,000/-. Hence the claim of the Claimant filed by Insta Capital Pvt. Ltd. Is fully satisfied.

3. I further state that, I had taken personal loan No. PFTFW19215996 from the Citi Bank in the year 2015. The Claim amount Rs.4,47,150/- upto 31st March 2017 as per the Bank Statement which was shown in my Schedule of Assets and Liabilities as Unsecured Creditor. I will produce the latest statement if available with me.

4. I further state that the Bank of Baroda is shown as Secured Creditors in Schedule of Assets and Liabilities particularly in Sheet 'B'. I have taken two loans viz. (1) Home loan and (2) Cash Credit facilities from the Bank of Baroda. I further state that two flat premises situated at 1303/1304,



: 3 :

Shankeshwar Tower, Sudha Park, Shanti Path, Ghatkopar (East), Mumbai 400 077 is mortgaged with Bank of Baroda against said loans. The Bank of Baroda has already taken physical possession of the said flats on 20th January 2023 for repayment of loans which I had availed from them.

5. I further state that I have taken Loan against the LIC Policies No. 902085268, 902085269 and 902085266 amount for Rs.6,74,000/-. These policies are also mortgaged with the Bank of Baroda against the Housing Loan and Cash Credit Facilities.

Per 1st Asstt. To O.A.:

In view of the above, today's meeting stands adjourned to **10th**

April, 2023 at 12.00 noon.

Insolvent is directed to sign his statement.

S.R. Patil
1st Asstt. to Official Assignee