

**Format for filing reference under Section 18 of Micro, Small & Medium Enterprises Development Act-2006 & Rule 4 (6) of Himachal Pradesh Micro & Small Enterprises Facilitation Council Rules-2007.**

**To**

The Chairman, Himachal Pradesh Micro & Small Enterprises Facilitation Council-cum-Director of Industries, H.P.

Udyog Bhawan, Shimla-1.

**Subject: - Reference under Section 18 of Micro, Small & Medium Enterprises Development Act-2006 & Rule 4 (6) of Himachal Pradesh Micro & Small Enterprises Facilitation Council Rules-2007**

Sir,

It is submitted that the applicant has established a Micro/ Small scale Industrial/ Service Enterprise (strike which is applicable) at \_\_\_\_\_, Himachal Pradesh and is a suppliers in accordance to provisions made under Section 2 (n) of Micro, Small & Medium Enterprises Development Act-2006 (hereinafter referred as Act).

It is further submitted that the applicant (supplier) is aggrieved for the fact that for the goods supplied/ services rendered (strike which is applicable) by it to M/s\_\_\_\_\_ (hereinafter referred as buyer/ respondent), the buyer is liable to pay the Principal amount and interest (strike which is applicable) as provided under Section 16 & 17 of the Act and the buyer has not paid to the applicant the amount due. The required particulars of the reference are as under:-

<b>Sl. No.</b>	<b>Particulars</b>	<b>Detail</b>	<b>Documents annexed in support &amp;</b>	<b>Page No.</b>
1.	Name & address of the supplier (applicant) enterprise, factory address & Registered Office/ corporate office (in case the supplier/ applicant is a limited Company)			
2.	Name of the Authorized Signatory of the supplier/ applicant enterprise, phone No. & e-mail address			
3.	Status of entrepreneur of the supplier (applicant) micro or small and Entrepreneur Memorandum Part-II No., date of issuance, items of manufacture/ services rendered.		Enclose a self attested copy of EM-II	

4.	Name of the buyer (Respondent) Address & Registered Office/ corporate office (in case the buyer is a limited Company): Phone No: Fax No: E-mail Id: Name & Mobile No. of responsible person of buyer (Respondent)			
5.	Detail of terms of payment i.e. agreement made between supplier and buyer, if any or any other documents, evidencing the terms of payment		Enclose self attested documents in support, if any	
6.	Details of purchase orders placed by buyer. Item(s) & Qty, Confirmation letter for order placed etc. if any, (enclose the copies)		Enclose self attested documents in support, if any	
7.	Dates of orders against which supplier have not received payment from buyer or buyer has delayed the payment.	a) Date of Order b) Date of supply c) Credit period d) Date of objections in writing if any from buyer.		
8.	Principal amount due from buyer (if any).			
9.	Interest calculated under Section 16 of the Act.	Submit information on <b>Annexure A</b> duly certified by a Chartered Accountant.	Annexure B	
10.	Detail of outstanding amount as on _____	i) Principal amount due:- Rs._____ ii) Interest due as per statement supra:- Rs._____ iii) Total Rs._____	Enclose a copy of self attested balance sheet reflecting the outstanding amount against buyer	
11.	Reasons in brief for not making the full/ part payment by the buyer (respondent).			
12.	Details of action taken by seller (petitioner) to recover the outstanding dues.		Enclose self attested documents in support, if any	
13.	Whether supplier has filed any suit in any court/any legal action initiated for recovery of dues? If yes, give details.		Enclose self attested documents in support, if any	

14.	Any other information in brief support of the claims made by the petitioner.		-do-	
15.	Undertaking in support of application as per Annexure-A.			
16.	Documentary proof in support that applicant/ supplier has send a copy of this application to buyer/ respondent.		-do-	

Signature	
Name of the applicant/ authorized signatory of the enterprise	
Name of applicant Enterprise	
Complete correspondence address	
E mail address	
Phone No.	

Place

Date:

Copy to M/s \_\_\_\_\_ (buyer) {by registered post}



**Annexure-A**

**Undertaking**

(By proprietor in case of proprietary concern/ duly authorized person in writing by all partners in case of partnership firm/ duly authorized person in writing by the Board of Directors through resolution in case of Company register under Companies Act-1956)

I, \_\_\_\_\_, S/o \_\_\_\_\_ age \_\_\_\_\_ years presently \_\_\_\_\_ of M/s \_\_\_\_\_ (complete address) do hereby solemnly affirm and state on behalf of M/s \_\_\_\_\_ (hereinafter mentioned as enterprise) as under:-

1. That the enterprise has filed reference under Section 17 & 18 of Micro, Small & Medium Enterprises Development Act-2006 (hereinafter referred as Act) and all the details furnished in the reference under Section 18 of Act & Rule 4 (6) of Himachal Pradesh Micro & Small Enterprises Facilitation Council Rules-2007 (hereinafter referred as Rules) are correct as per the record of concerned agencies/ persons.
2. That I have gone through the provisions of Act & Rules and I am aware of the provisions made under Act and Rules and would abide by/ comply with the same.
3. I fully understand that it is my sole responsibility to give the correct information in the reference and if at any point of time details so submitted is not found correct, the reference shall be deemed to have been withdrawn/ cancelled with immediate effect and without giving any notice.

(Deponent)

Verification

That I have read the contents of para 1 to 3 of aforesaid undertaking, which is correct and true to the best of my knowledge & belief.

(Deponent)

## 9. Illustrations

Section 15 of MSMED Act, 2006 provides the time frame upto when payment shall be made by the Buyer to Micro or Small Enterprise supplier. Where any supplier, supplies any goods or renders any services to any buyer, the buyer shall make payment on or before the date agreed upon between him and the supplier in writing or, where there is no agreement in this behalf, before the appointed day:

Provided that in no case the period agreed upon between the supplier and the buyer in writing shall exceed forty-five days from the day of acceptance or the day of deemed acceptance.

It means that the maximum period that is allowed under the MSMED Act for payment to be made is 45 days from the date of delivery of goods or receipt of services, if no objections are made within 15 days from such a date.

In the event of any objections being made, then the number of days gets extended by the number of days taken to remove the objection.

### 9.1 No. credit period in writing and no objection in writing from buyer

Date of order	3-1-2009
Date of Supply	3-2-2009
Credit Period	Nil
Objection in writing	No
Date of acceptance or deemed acceptance	3-2-2009
Appointed Day	18-2-2009
Payment to be made on or before appointed day	18-2-2009

### 9.2 Credit period of 60 days in writing and no objection in writing from Buyer

Date of order	3-1-2009
Date of Supply	3-2-2009
Credit Period	60 days
Due date for payment as per agreement	4-4-2009
Objection in writing	No
Date of payment as per section 15	20-3-2009

### 9.3 No credit period but objection from buyer

Date of order	3-1-2009
Date of Supply	3-2-2009
Credit Period	Nil
Date of objection in writing	15-2-2009
Date of removal of objection	20-2-2009
Appointed day	7-1-2009
Payment to be made on or before appointed day	7-1-2009

If the objection is made after 15 days from the date of supply, the same shall not be considered and the appointed date in this case will be 18-2-2009 i.e. 15 days from the date of actual delivery of goods. Accordingly, the due date of payment will be 18-2-2009.

### 9.4 Credit period of 60 days alongwith objection from buyer

Date of order	3-1-2009
Date of Supply	3-2-2009
Credit Period	60 days
Due date for payment as per agreement	4-4-2009
Date of objection in writing	18-2-2009
Date of removal of objection	20-2-2009
Payment to be made on or before due date	6-4-2009

If the objection is made after 15 days from the date of supply, the same shall not be considered and the appointed date in this case will be 18-2-2009, i.e. 15 days from the date of actual delivery of goods. Accordingly, the due date of payment as per section 15 will be 20-3-2009.

**Calculation sheet as per the provisions made under Section 16 of MSMED Act- 2006**

Date of order	Date of Supply	Vochur No.	Sale amount in Rs.	Credit period	Due date of payment as per agreement with buyer (if any)	Date of objection in writing (if any)	Date of removal of objections (if any)	Appointing day (payment date )as per the provisions made under Section 16 of MSMED Act- 2006 or date from which interest is payable.	Bank rate notified by the Reserve Bank of India on the appointing day.	Principal amount due.	Interest on Principal amount due @ three times of bank rate on the last day of the month of the appointing day .	Interest on previous month outstanding balance @ three times of bank rate for the month of _____.	Interest on previous month outstanding balance @ three times of bank rate for the month of _____(for all outstanding months	Total interest payable (13+14)
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15

**Note:-**

- 1 The applicant enterprise and Chartered Accountant certifying the detail of Interest payable on the delayed payment are advised to go through the provisions made under Micro, Small & Medium Enterprises Development Act- 2006 and H.P. Facilitation Council Rules 2007.
- 3 Subtract the amount if any paid by the buyer from the outstanding
- 3 Bank Rate on the appointing day should be same as notified by the Resrve Bank of India.
- 4 The applicant enterprise and Chartered Accountant can take help from the enclosed illustrations/ examples while filing this calculation sheet:-

Certified that the aforesaid calculation of interest on delayed payment is calculated strictly in accordance with provisions made under MSMED Act-2006.

Signature of authorized signaturey of applicant enterprise.

Chartered Accountant





