

NATIONAL COMPANY LAW APPELLATE TRIBUNAL
AT CHENNAI
(APPELLATE JURISDICTION)

Company Appeal (AT) (CH) (Ins) No.160/2026
(IA No.479/2026)

In the matter of :

**Dr. Srinivas Manchala,
S/o. Chandraiah, aged about 62 years,
Occ: Doctor, R/o Door No.1-8-158,
Chandra Complex, Bhongir – 508 116.**

...Appellant

V

**State Bank of India
Stressed Assets Management Branch,
SAMB II, Hyderabad, 1st Floor,
D.No.3-4-1013/A, CAC,
TSRTC Bus Station Complex,
Kacheguda, Hyderabad – 500 027,
Rep by its Assistant General Manager**

**Mr. Manchala Nagesh Kumar,
10-2-94, Flat No.301,
Sai Shubham Apartments,
Road No.3, Street No.7,
West Maredpally,
Secunderabad, Telangana State.**

**M/s. Maruthi Tubes Pvt. Ltd.
Plot No.123/3 to 4, Phase II,
IDA, Charlapally, Hyderabad,
133-A, Alkarim Trade Centre,
Ranigunj, Secunderabad – 500 003,
Telangana State.**

...Respondents

WITH

Company Appeal (AT) (CH) (Ins) No.163/2026
(IA No.482/2026)

In the matter of :

**Dr. Srinivas Manchala,
S/o. Chandraiah, aged about 62 years,
Occ: Doctor, R/o Door No.1-8-158,
Chandra Complex, Bhongir – 508 116.**

...Appellant

V

**State Bank of India
Stressed Assets Management Branch,
SAMB II, Hyderabad, 1st Floor,
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Road No.3, Street No.7,
West Maredpally,
Secunderabad, Telangana State.**

**M/s. Maruthi Tubes Pvt. Ltd.
Plot No.123/3 to 4, Phase II,
IDA, Charlapally, Hyderabad,
133-A, Alkarim Trade Centre,
Ranigunj, Secunderabad – 500 003,
Telangana State.**

...Respondents

WITH

**Company Appeal (AT) (CH) (Ins) No.164/2026
(IA No.483/2026)**

In the matter of :

**Dr. Srinivas Manchala,
S/o. Chandraiah, aged about 62 years,
Occ: Doctor, R/o Door No.1-8-158,
Chandra Complex, Bhongir – 508 116.**

...Appellant

V

**State Bank of India
Stressed Assets Management Branch,
SAMB II, Hyderabad, 1st Floor,
D.No.3-4-1013/A, CAC,
TSRTC Bus Station Complex,
Kacheguda, Hyderabad – 500 027,
Rep by its Assistant General Manager**

**Mr. Manchala Nagesh Kumar,
10-2-94, Flat No.301,
Sai Shubham Apartments,
Road No.3, Street No.7,
West Maredpally,
Secunderabad, Telangana State.**

**M/s. Maruthi Tubes Pvt. Ltd.
Plot No.123/3 to 4, Phase II,
IDA, Charlapally, Hyderabad,
133-A, Alkarim Trade Centre,
Ranigunj, Secunderabad – 500 003,
Telangana State.**

...Respondents

Present:

For Appellant : Dr. Pundla Bhaskara Mohan, Mr. P.S.D.S. Kaartheik,
Mr. M. Ashok Kumar, Mr. G. Srinivas, Advocates
For Respondents : Mr. Yash Vardhan, Advocate for R1

**ORDER
(Hybrid Mode)**

06.04.2026:

Oral Judgment: Justice Sharad Kumar Sharma, Member (Judicial):

These are 3 Company Appeals which engaged common consideration of common questions of facts and law; hence, for the purposes of brevity, they are being decided together. Brief facts those engages consideration are that the Appellant claiming himself to be having a coparcenary right over the assets of Late Smt. Manchala Andalamma, contended that he becomes a necessary party to be impleaded, to the proceedings carried by Respondent No.1 as against Respondent No.2, under Section 95 of the I & B Code, 2016, which was registered before the Learned NCLT, Hyderabad Bench – I, in the shape of

CP(IB) No.387/95/HDB/2022, State Bank of India Vs Sri Manchala Nagesh Kumar.

2. The contention of the Appellant was that the Respondent No.1, Financial Creditor, is said to have extended financial assistance to M/s. Maruthi Tubes Private Limited, (the Respondent No.3), herein to the Company Appeal/Corporate Debtor and in relation to the financial assistance that was extended to Respondent No.3, the Respondent No.2 herein i.e., Sri Manchala Nagesh Kumar, the brother of the Appellant, was shown to have stood as guarantor for the loan advances. On account of the committing of a default, which is said to be have chanced on 16.09.2022, an amount of Rs.5,94,11,895/- was shown to be outstanding due to be paid by Respondent No.3.

3. In an earlier proceeding, that were drawn by M/s. Dugar Polymers Ltd., who had filed CP(IB) No.15/9/HDB/2021, seeking initiation of the CIRP under Section 9 of the Code, as against the Respondent No.3/the Corporate Debtor, the process has been completed, Respondent No.3 company was first directed to be admitted to the CIRP Proceedings by an order passed on 10.11.2021 and subsequently it was followed by an order passed on 12.08.2024 in IA(IBC) (Dissolution) No.10/2024 in the said Company Petition, whereby the Corporate Debtor was directed to be dissolved by the orders of the Learned Adjudicating Authority.

4. Besides the above proceedings drawn under Section 9 of the Code, the proceeding under Section 95 of the I & B Code, 2016, was filed as against the

Respondent No.2, the personal guarantor, and the same stood allowed by an order passed by the Learned Adjudicating Authority on 28.01.2026. This order dated 28.01.2026, directing admission of the Company Petition, becomes relevant as it has to be determined as to what bearing the order of admission of the Company Petition under Section 95 of the I & B Code, 2016, will have qua the intervention application that has been preferred by the Appellant, Dr. Srinivas Manchala, contending thereof that, he happens to be the brother of the personal guarantor and hence he would be necessary party to be impleaded, because of the fact that the assets which was made as a subject matter of the guarantee was in the shape of a coparcenary property and his coparcenary right too was involved consideration.

5. It is also an admitted case of the Appellant in the proposed intervenor application, that prior to initiation of the CIRP Process under Section 9 or under Section 95 of the I & B Code, 2016, there had been proceedings drawn by issuance of the notice under Section 13(2) of the SARFAESI Act, resulting into initiation of the proceeding before the Learned DRT, being OA No.175/2020, which was drawn on 18.03.2020 before the DRT and it is shown to be for the recovery of an outstanding amount of Rs.5,53,73,871.97/- as against Corporate Debtor and the guarantors.

6. It is contended by the Appellant that, as against the loan transaction, Sri Manchala Chandraiah, Late Smt. Manchala Andalamma, Sri Manchala

Raghavendra, Sri Manchala Nagesh Kumar and one Sri Vangala Bikshapathy, who was an outsider of the family, stood as the guarantors.

7. What is important is that in the undisputed loan transaction, and particularly the guarantee deed, which was respectively executed by the guarantors, it is exclusively the property of Sri Manchala Chadraiah and Late Smt. Manchala Andamma that was only kept as a security for the guarantee, and no other property apart from the one disclosed in the guarantee by Sri Manchala Chadraiah and Late Smt. Manchala Andamma were kept as a security for the securing the loan advances to the Corporate Debtor.

8. Late Smt. Manchala Andamma, the mother of the Appellant and one of the personal guarantors of the said loan, has met with a sad demise and according to the Appellant himself, as per the law of the Succession, the property of Late Smt. Manchala Andamma, was to be devolved upon her husband Manchala Raghavendra, and further the claim raised by the Appellant was that it will also be devolving upon her children i.e., Manchala Nagesh Kumar, the Appellant i.e., Dr. Srinivas Manchala, and Sri Manchala Raghavendra. Since Sri Manchala Raghavendra had met with sad demise, the property will be devolving upon his legal heirs. However, this is a subject to be decided on an independent civil proceeding, which is still pending consideration.

9. The Appellant, had come up with a case that the proceedings of OA No.175/2020, that was allowed ex-parte on 13.12.2023, and since the Appellant

claimed himself to be the legal heir of Late Smt. Manchala Andalamma, **who is said to have met with a sad demise on 21.05.2021**, the interest of her property was also alleged to be involved in OA No.175/2020, hence the Appellant had filed MAIR No.1033/2025, seeking impleadment of his name and for setting aside the ex-parte order passed by the DRT on 13.12.2023. The said application was rejected by the Learned DRT, and being aggrieved as against the rejection of the application for impleadment in the proceedings before the DRT, an appeal was preferred before DRAT, and the same is presently pending consideration, where there operates an interim order dated 26.12.2025.

10. In the proceedings that were being held under Section 95 of the I & B Code, 2016, which was in the shape of CP(IB) No.387/95/HDB/2022, the Respondent No.1 had filed various documents in support of his contention with regard to those properties. Respondent No.1 claims rights over those mortgaged properties, and the Appellant contends that, since the Appellant was having his legal right and being the legal heir of Late Smt. Manchala Andalamma, in accordance with the legal heirs of the deceased, as it was placed on record by the Respondent No.1 and since the Appellant's name is also contained in the list of heirs of Late Sri Manchala Andalamma, he becomes a necessary party to the proceedings, and therefore he had hence has filed IA (Intervention Petition) (IBC) No.5/2026.

11. It was the case of the Appellant that, owing to the fact that the coparcenary right would devolve upon him in relation to the property belonging

to Late Smt. Manchala Andalamma, and since he claimed himself to have a coparcenary right over the property, he sought to intervene in the company petition.

12. But the admitted position is that the Appellant himself has filed an **Original Suit No.58/2022**, seeking partition of the joint family property after the sad demise of his mother, Smt. Manchala Andalamma, in the Court of the Hon'ble Principal District Judge and Session Judge, Bhongir, in which the Respondent No.1, Bank, was also made as one of the parties to the proceedings.

13. When the proceedings on intervention were being carried before the Learned Adjudicating Authority, the Respondent No.1/Bank came up with the case that, the name of the Appellant was wrongly shown as amongst the name of guarantors, because of which the Respondent No.1/Bank vide its letter of 03.01.2022, has stated that it was by mistake the Appellant was included in the list of guarantors, as he was a legal heir of Late Smt. Manchala Andalamma. But it is an admitted case that the bank would withdraw the name of the Appellant as a guarantor and will issue a fresh notice to the Appellant only as the legal heir of Late Smt. Manchala Andalamma. The case of the Appellant is that, knowing well that the Appellant had a coparcenary right over the property of the deceased guarantor, Late Smt. Manchala Andalamma, the proceedings drawn by the Financial Creditor by invocation of Section 95 of the I & B Code, 2016, would be bad and it could not be permitted to be carried, and it is unsustainable in the eyes of law. When the IA (Intervention Petition) (IBC)

No.5/2026, when it came up for consideration before the Learned Tribunal. The Learned Tribunal has proceeded to reject the same on the ground that: -

(i) No intervention would be maintainable since the intervention application was preferred on 02.02.2026 in a Company Petition, which has already been finally decided on 28.01.2026.

(ii) Secondly, since the proceedings under Section 95 of the I & B Code, 2016, have been drawn as against the personal guarantor Sri Manchala Nagesh Kumar, no intervention could be sought for by the Appellant on the ground that he has got a coparcenary right in relation to the property of another guarantor, Late Smt. Manchala Andamma, the mother of the Appellant, because her guarantee was not a subject matter in CP(IB) No.387/95/HDB/2022.

(iii) The Tribunal, took the view that since the proceedings of partition, of a joint Hindu family property by way of Original Suit No.58/2022 is pending consideration in relation to the assets of Late Smt. Manchala Andamma and no final decision has been taken hence, the Appellant cannot be said to have been judicially determined as to be a coparcener who can be made as a necessary party to the proceedings of the instant Company Petition, which has been drawn against the personal guarantor Sri Manchala Nagesh Kumar.

(iv) Based upon the aforesaid fact, the Learned Tribunal rejected the intervention application and consequently has also rejected IA(IBC)/292/2026 being application which was filed by the Appellant for recall of the order dated

28.01.2026, as finally passed in CP(IB) No.387/95/HDB/2022 and also rejected the IA(IBC)/293/2026 being the application to stay the implementation of the order dated 28.01.2026, directing the admission of the Section 95 application, which are respectively, the subject matter of the other connected Company Appeals being **CA (AT) (CH) (Ins) No.163/2026 & CA (AT) (CH) (Ins) No.164/2026**.

14. The exclusive ground of the Learned Counsel for the Appellant is that since he has got a coparcenary right in relation to the assets of the other guarantor Late Smt. Manchala Andalamma, the mother of the Appellant and hence he becomes a necessary party to the proceedings of CP(IB) No.387/95/HDB/2022. The same was declined to be accepted for the reason, being that the interse liability of the personal guarantee, which was the subject matter of consideration in the Company Petition under Section 95 of the Code, was exclusively in relation to the personal guarantor Sri Manchala Nagesh Kumar, who is alive and has contested the proceedings of CP(IB) No.387/95/HDB/2022, and because the Appellant was not claiming any coparcenary right qua the assets of Sri Manchala Nagesh Kumar, which were the subject matter of the present Company Petition. Further, the rights and liabilities of Sri Manchala Nagesh Kumar, would be restricted in accordance with the terms of the guarantee deed executed by the Sri Manchala Nagesh Kumar in favour of the Respondent No.1, and all interse rights and liabilities flowing between the Respondent No.1 and Respondent No.2 would be

exclusively governed by the terms and conditions of the guarantee document which will be binding on Respondent No.2, and it will not at all lead to creation of any right or liability in respect to the Appellant, who only claims to be the coparcener of Late Smt. Manchala Andalamma, who is not a party to the present proceedings and no proceedings as against Late Smt. Manchala Andalamma has ever been drawn by Respondent No.1 under Section 95 of the Code, though she was admittedly one of the guarantors. Since property covered under the guarantee deed executed by the Late Smt. Manchala Andalamma, which was executed in favour of Respondent No.1, is not a subject matter of the proceedings of CP(IB) No.387/95/HDB/2022, which is exclusively confined to guarantee of Sri Manchala Nagesh Kumar, the present Appellant does not become a necessary party to Section 95 proceedings.

15. It is further submitted by the Respondent that, since the proceedings have now reached at the stage of Section 123 of the I & B Code, 2016, the Appellant cannot, at this belated stage, come forward and contend that he was a necessary party to the proceedings of the Company Petition, because the said proceedings has already been closed on 28.01.2026, and the intervention petition was filed thereafter only on 02.02.2026 and that, the proceedings which already stood decided earlier on 28.01.2026, cannot be reopened for the purpose of intervention.

16. As per the records, which have been placed before this Tribunal, to which the attention has been drawn by the Learned Counsel for the Appellant,

admittedly in accordance with the communication of State Bank of India dated 03.01.2022, the status of the Appellant has never been that of the guarantor of Respondent No.1, who would be required to be a necessary party to the proceedings under Section 95 of the Code drawn against any other personal guarantor, nor there was any document which was placed by the Appellant on record to contend that any of his rights would be affected qua the property in relation to which the personal guarantee has been executed by Sri Manchala Nagesh Kumar, which was subject matter of the CP(IB) No.387/95/HDB/2022.

17. The Learned Counsel for the Appellant had made reference to the Judgment of ***Vinayak Purushottam Dube (Deceased) Through LRs Vs Jayashree Padamkar Bhat & Ors.***, as reported in ***2024 INSC 159***, particularly he has referred to para 18 of the said Judgment, which is extracted hereunder: -

“18. On a reading of the above, it is clear, when it comes to personal rights (as opposed to a proprietary rights) are rights arising out of any contractual obligations or the rights that relate to status. Such personal rights are not transferable and also not inheritable. Correspondingly, Section 306 of the Indian Succession Act, 1925 (for short, “1925 Act”) applies the maxim “actio personalis moritur cum persona” (a personal right of action dies with the person) which is limited to a certain class of cases and would apply when the right litigated is not heritable. By the same logic, a decree holder cannot enforce the same against the legal representatives of a deceased judgment debtor unless the same survives as against his legal representatives. Section 306 of the 1925 Act reads as under:

“Section 306 – Demands and rights of action of or against deceased survive to and against executor or administrator.—

All demands whatsoever and all rights to prosecute or defend any action or special proceeding existing in favor of or against a person at the time of his decease, survive to and against his executors or administrators; except causes of action for defamation, assault, as defined in the Indian Penal Code, 1860 (45 of 1860) or other personal injuries not causing the death of the party; and except also cases where, after the death of the party, the relief sought could not be enjoyed or granting it would be nugatory.””

18. The above Judgment was dealing with the case in relation to the personal rights arising out of the contractual obligation or the rights that relate to the statutes. The Hon’ble Apex Court was drawing an interpretation qua the provision contained under Section 306 of the Indian Succession Act, 1925. In the context of the ratio of a maxim, ***“actio personalis moritur cum persona”***. If the principles laid down in the said Judgment are taken into consideration, laying down the principles as to whether the legal representatives of the original opposite party, who was the sole proprietor since deceased in that case, who had actually entered into a Development Agreement were liable to discharge the obligations. The ratio involved consideration therein was entirely distinct to the controversy at hand, and the principles laid down therein will not be applicable. Hence, the same has declined to be applied in the instant case.

19. We have to look into the controversy pertaining to the aspect of “intervention”, from yet another perspective. In general, the law of intervention stipulates that, only those persons are required to be impleaded or permitted to be intervene in a judicial proceeding in whose absence, the proceedings itself cannot be effectively decided. Under the circumstances of the instant Company Appeal, the status of the Appellant is not that of any of the parties who would be said to be falling under the terms of the Guarantee Agreement or could be made bound by it. Hence, for the purposes of effectively deciding the proceedings under Section 95 of the I & B Code, 2016, the Appellant in itself may not be a necessary party. Besides that, since it is the exclusive right of the applicant/Financial Creditor to Section 95 proceedings of the Code, to choose its Respondents. The Appellant cannot impose himself into the proceedings under Section 95 of the I & B Code, 2016, in which he is otherwise not a necessary party.

20. If we look into controversy from the perspective, as to what would be the parameters that would be required to be governed by drawing the proceedings against the personal guarantors. The reasons for not impleading the Appellant in the Section 95 proceeding will be clear. The Sub-Section (22) of Section 5 of the I & B Code, describes the personal guarantors, which is extracted hereunder: -

“(22) “personal guarantor” means an individual who is the surety in a contract of guarantee to a corporate debtor;”

21. The law quite specifically, as intelligently uses the words **“individual and who is surety in a contract of guarantee”**, meaning thereby that the provisions contained under Sub-Section (22) of Section 5 of the I & B Code, 2016, describing the personal guarantor, has confined it to an individual, only and not a group of persons who have executed a guarantee. The reason behind is that the law has intentionally used the word “individual”, here because otherwise under the I & B Code, the person had been independently defined and that is why under Sub-Section (22) of Section 5 of the I & B Code, 2016, the word “person”, has not been used, which could have include the person as defined under Sub-Section (23) of Section 3 of the I & B Code, 2016, which includes apart from individual, HUF, trust, partnership, LLP and any entity established under a statute and such other hierarchy of family. Hence, from that perspective, if the proceedings under Section 95 of the I & B Code, 2016, is restricted to be regulated against the personal guarantors, as defined under Sub-Section (22) of Section 5 of the I & B Code, 2016, and when Section 95 of the I & B Code, 2016, in itself restricts its proceedings against the guarantors, a person claiming the coparcenary right may not be falling within the zone of consideration to be impleaded for the purposes of deciding the proceeding under Section 95 of the I & B Code, 2016.

22. It is not in doubt that, the proceedings under Section 95 of the I & B Code, 2016, are governed under the provisions of the special statute, and it would not entail within if, determination of any proclaimed private right claimed

by a person by virtue of succession or by virtue of a coparcenary right, which are in the shape of the private rights. They are not all required to be determined in the proceedings under Section 95 of the I & B Code, 2016, because they are to be decided by recourse to the private civil law remedies, which has been admittedly resorted to by the Appellant by filing of a civil suit, which is presently pending consideration.

23. There could be yet another important feature, which has to be taken into consideration in the context of the law of contracts. The contract in itself has not been defined under the Contract Act, but under the general law of contract, it means a document, which has been entered into for obligations to be performed as a whole or as a part as agreed between the parties, who are signatories to the said document and whose interse rights and liabilities are governed by the terms of the contract. In other words, the Guarantee Agreement is in the shape of contract and the relationship of Respondent No.2 alone would be restricted to be governed by the terms of the contract in itself and that the contract of guarantee will not bind, the Appellant herein, who is not a party to the contract or the Guarantee Agreement. The contract of guarantee is a contract to perform a promise undertaken by an individual, as contained under Sub-Section (22) of Section 5 of the I & B Code, 2016, it's an undertaking of a liability to discharge as assured to a third person, and a person who gives a guarantee is termed as a "surety" and in that eventuality, a contract of guarantee assumes as secondary liability to answer for the debt of a borrower who remains

primarily liable for the said loan. It could be said in other words, it is a case where a person being the surety, undertakes to the second person, the creditor, that he will answer the debt, default or miscarriage of the third party, i.e., the principal debtor, to pay the amount liable to be paid by the debtor, that has been promised to pay, on an assumption of performance of some duty and upon a failure of another who is primarily obligated under the terms of the guarantee.

24. If we see the entire pleading raised by the Appellant in the proceedings carried in the shape of the intervention application or other application that was preferred by the Appellant, in none of the application it had been the case of the Appellant that a guarantee executed by the personal guarantor was not a validly executed guarantee. In these situations, is admitted by the Appellant who is not a party to the guarantee contract, would not be bound by the terms of the Guarantee Agreement and therefore, he would not be the necessary party who is at all required to be impleaded. Even otherwise also in the absence of Appellant, being made as a party to the proceedings, the application under Section 95 of the I & B Code, 2016, could be effectively decided. Hence, he would not be a necessary party to intervene in the proceedings, since not being a necessary or a contracting party. In that view of the matter, too, the rejection of the application has been rightly justified by the Learned Tribunal, while passing the impugned order. Hence, the impugned order does not call for any interference.

25. We will have to look at the controversy in the light of the provisions contained under Sections 126 & 127 of the Contract Act, and the same is extracted hereunder: -

“126. “Contract of guarantee”, “surety”, “principal debtor” and “creditor”.—A “contract of guarantee” is a contract to perform the promise, or discharge the liability, of a third person in case of his default. The person who gives the guarantee is called the “surety”; the person in respect of whose default the guarantee is given is called the “principal debtor”, and the person to whom the guarantee is given is called the “creditor”. A guarantee may be either oral or written.

127. Consideration for guarantee.—Anything done, or any promise made, for the benefit of the principal debtor, may be a sufficient consideration to the surety for giving the guarantee.”

26. The contract of guarantee, is an assurance of the performance of an act or a promise to discharge the liability of a principal debtor in case of default, debtor. The Appellant herein under no circumstance is falling under the terms of the contract of guarantee and therefore, he will not be necessary party for the purpose of deciding the proceedings under Section 95 of the I & B Code, 2016. Hence, the Company Appeal does not deserve any merit.

27. So far as the Appellant is concerned, and by way of repetition, we conclude that: -

(i) The proceedings of the Company Petition were exclusively against the personal guarantor Sri Manchala Nagesh Kumar, under Section 95 of the Code.

(ii) The Appellant was not seeking any rights qua the assets of Sri Manchala Nagesh Kumar, who is alive, at that time, and hence could not be impleaded.

(iii) Whatever right the Appellant was claiming was with regard to the coparcenary rights of Late Smt. Manchala Andalamma, against whom no proceedings under Section 95 of the Code has been drawn. Thus, the basic claim of coparcenary rights over the assets of Late Smt. Manchala Andalamma cannot give him the right of intervention in Section 95 proceedings initiated against Sri Manchala Nagesh Kumar.

(iv) The Respondent No.1 had not drawn any proceedings under Section 95 of the I & B Code, 2016, as against the guarantor, Late Smt. Manchala Andalamma, and hence, merely because the Appellant claims a right over the assets of Late Smt. Manchala Andalamma as against whom there is no proceedings under Section 95 of the I & B Code, 2016, the Appellant does not become a necessary party to the proceedings drawn against the personal guarantor Sri Manchala Nagesh Kumar and that too, more particularly when the proceedings of partition in the shape of Original Suit No.58/2022, was still pending consideration and there is no judicial determination of any right flowing to the Appellant into the assets of Late Smt. Manchala Andalamma, who has got no nexus with the present proceedings of the Company Petition.

28. Hence, the rejection of intervention and consequential rejection of applications seeking stay of implementation of the order dated 28.01.2026 of

allowing of the Company Petition and recall of the order allowing of the Company Petition has been rightly rejected by the Learned Tribunal, which is under challenge in the connected Company Appeals.

29. Thus, the Company Appeals for the reasons as detailed above lack merit and the same are accordingly dismissed. All pending interlocutory applications, if any, would stand closed.

[Justice Sharad Kumar Sharma]
Member (Judicial)

[Jatindranath Swain]
Member (Technical)

VG/MS/AK