

**IN THE NATIONAL COMPANY LAW TRIBUNAL
MUMBAI, BENCH-V**

C.P. No. 575 of 2020

In the matter of an Application under
Section 30(6) and Section 31 of the
Insolvency and Bankruptcy Code, 2016.

In the matter of

Kishore Laxmichand Rathod & Ors

... Financial Creditor

V/s.

**Leela Trade Steel And Commodities India
Private Limited**

... Corporate Debtor

I.A. No. 750/2022

Mr. Vivek Murlidhar Dabhade

...Applicant/Resolution Professional

V/s.

Committee of Creditors (COC)

...Respondent No. 1

AND

**M/s Ritzee-Pritesh Mehta JV (Resolution
Applicant/RA)**

...Respondent No. 2

AND

Yes Bank Limited

...Respondent No. 3

Date of Order: 27.09.2023

Coram:

Hon'ble Ms. Reeta Kohli, Member (Judicial)

Hon'ble Ms. Madhu Sinha, Member (Technical)

Appearance:

In I.A. No. 750/2022

For the Applicant/Resolution Professional: Adv. Rohit Gupta, Adv. Agam H Maloo, Adv. Prakhar Tandon and Adv. Prashansa Agrawal

For the Respondent No. 2/ Resolution Applicant: Mr. Viraj Parekh

For the Respondent No. 3: Adv. Suyesha Kakarla i/b M/s Apex Law Partners

Per: Reeta Kohli, Member (Judicial)

ORDER

1. This is an Application filed under Section 30(6) and Section 31 of the Insolvency and Bankruptcy Code, 2016 (hereinafter referred to as the **"Code"**) filed by the Resolution Professional, seeking approval of the Resolution Plan, submitted by the Resolution Applicant M/s Ritzee-Pritesh Mehta JV, which was **approved by 100% voting share** of the members of the Committee of Creditors (hereinafter referred to as **'COC'**).
2. The facts leading to the Application are as under:
 - a. The Financial Creditor viz, 'Kishore Laxmichand Rathod & Ors' had furnished Form No. 1 under Rule 4 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016 (hereinafter referred to as **"Rules"**) in the capacity of **"Financial**

Creditor” by invoking the provisions of Section 7 of the Insolvency and Bankruptcy Code (hereinafter referred to as **“Code”**) against ‘Leela Trade Steel and Commodities India Private Limited’ (hereinafter referred to as **‘Corporate Debtor’**). The Corporate Debtor was admitted in Corporate Insolvency Resolution Process (**CIRP**) by an order dated 18.02.2021 (**Admission Order**) and Mr. Shashant Sudhakar Veola, was appointed as Interim Resolution Professional. The IRP constituted the Committee of Creditors. The COC in its 1st meeting held on 18.03.2021 appointed Mr Vivek Murlidhar Dabhade (**the present Applicant**) as the Resolution Professional (**RP**).

- b. The Interim Resolution Professional (hereafter referred to as **“IRP”**) published a Public Announcement in Form A in accordance with Section 15 of the Insolvency and Bankruptcy Code 2016 (hereinafter referred to as **“Code”**) on 24.02.2021, in English Newspaper Financial Express and one in Marathi Newspaper Navrashtra (Pune edition), inviting claims from the creditors of the Corporate Debtor. The Interim Resolution Professional (IRP) formed the COC consisting of the following Financial Creditors, having voting percentage right as stated below:

Sr. No.	Name of the COC Member	Voting %
1	Cosmos Co. operative Bank Limited	76.09%
2	YES Bank	20.14%
3	ICICI Bank Limited	1.64%
4	Rakhee Dhiraj Rathod	0.82%

5	Pramila Kishor Rathod	0.47%
6	Kishor Laxmichand Rathod	0.68%
7	Axis Bank Limited	0.17%
	Total	100

- c. On 05.03.2021, the Interim Resolution Professional appointed **Six (6) registered valuers** (two each for Land and Building class, Plant and Machinery Class and Securities and Financial Assets class) to determine the fair value and the liquidation value of the Corporate Debtor. **The liquidation value and fair value of the Corporate Debtor is reported at Rs. 30,57,03,897/- and Rs. 40,93,78,345/- respectively.**
- d. The Interim Resolution Professional publish Form -G for inviting Expression of Interest on 30.05.2021, in Financial Express (English Language) and in Navarashtra (Marathi Language) and the last date for submission of Expression of Interest was 14.06.2021. In response thereto, the Interim Resolution Professional received four responses, out of which only one (1) Prospective Resolution Applicant i.e. **Ritzee-Pritesh Mehta (JV)** has submitted the Expression of Interest along with the refundable amount of Rs 20 Lakhs and has complied with the provisions of Section 25(2)(h), the application provisions of Section 29A (disqualification) and other requirements as specified in the detailed invitation for Expression of Interest.
- e. On 26.06.2021, the Resolution Professional circulated the final list of the prospective Resolution Applicant to the CoC members. On 13.08.2021, the Resolution Professional received the Resolution

Plan from *Ritzee-Pritesh Mehta (JV)* (hereinafter referred to as “**Resolution Applicant**”) of the Corporate Debtor, M/s Leela Trade Steel and Commodities India Private Limited. The Resolution Applicant is a joint venture of two partners, *M/s Ritzee Recycling Private Limited*, a company engaged in the business of manufacturing, trading, processing, etc. of steels and metals and *Mr. Pritesh Mehta*, a business entrepreneur (Ferrous and Non-Ferrous Scrap Recycling Industry).

- f. The Plan were discussed in several meetings of the CoC and was approved in the 10th CoC meeting dated 06.01.2022, with 79.69% votes in favour of the *Ritzee-Pritesh Mehta (JV)*.
- g. Pursuant to the above, the Applicant/ the Resolution Professional had filed an Interlocutory Application No. 750 of 2020 in this Tribunal, for the approval of the Resolution Plan of the Corporate Debtor. Along with the above application, one of the creditor, i.e., Yes Bank (which later assigned its debt to JC Flowers ARC Pvt. Ltd.), being aggrieved on the ground that the plan contemplate relinquishment of the guarantees given by the promoter, challenged the decision of approval of Resolution Plan vide Interim Application No.650 of 2022.
- h. Thereafter, this bench by placing its reliance on the judgment in the matter of ‘*Ujaas Energy Limited*’, passed by the Hon’ble NCLT – Indore Bench wherein the Resolution Plan was rejected on the ground that there can’t be impairment of the Guarantees, rejected the Resolution Plan application No. 750 of 2020 vide order dated 17.05.2023, and at the same time allowed the application I.A. No.650 of 2022 filed by the ARC.

- i. Being aggrieved by the said order dated 17.05.2023, the Resolution Professional (RP) as well as the Resolution Applicant (SRA) preferred separate Appeals before the Hon'ble National Company Law Appellate Tribunal "**(NCLAT)**", bearing Company Appeal (AT) (Insolvency) No.1004 of 2023 and Company Appeal (AT) (Insolvency) No.998 & 999 of 2023, respectively
- j. During the pendency of the Appeals, the ARC and the SRA arrived at a settlement *vide* letter dated 21st July 2023. More particularly, originally, the Resolution Plan had contemplated a payment of Rs. 18,31,36,200/- to the dissenting financial creditors within a period of ten years. However, since ARC wanted an early exit, SRA proposed to pay an amount of Rs. 8,10,00,000/- within 4 quarters. Out of which an amount of Rs.3,35,00,000/- is being paid within 90 days and the balance Rs.4,75,00,000/- is paid in 4 quarterly instalments, as provided in the letter dated 21st July 2023. Accordingly, the ARC agreed to withdraw the objection.
- k. In view of the above circumstances, the Hon'ble NCLAT *vide* its order dated 07th August 2023 allowed the Appeals and remitted the matter back to NCLT, Mumbai Bench for fresh consideration of I.A. No. 750 of 2022.
- l. Accordingly, the captioned matter was listed before the NCLT, Mumbai Bench on 24th August 2023. Further, the Counsel appearing for the Resolution Professional informed this Bench that the ARC who was earlier objecting has agreed to support the plan. It was further submitted that the variation in the payment terms will not amount to modification of the Resolution Plan. It was informed to this Tribunal that Cosmos Co-operative Bank having 76.09% voting share has agreed to the variation in the payment

terms. Further, the ARC is having 20.14%. Therefore, no fresh consideration before CoC is warranted.

- m. However, in order to avoid any objection from any party, the Resolution Professional called upon the Resolution Applicant to submit the amended terms/plan so that it can be placed before the CoC. The constitution of COC is as under :

Name of the Financial Creditor	Amount claimed	Amount admitted	Percentage of voting share (%)	Voting for Resolution Plan (Voted for/Dissented/ Abstained)
A. Secured Financial Creditors (SFCs)				
Cosmos Co. operative Bank Limited.	105,41,38,562	105,41,38,562	76.09	Voted for
JC Flowers Asset Reconstruction Company Pvt. Ltd.	27,90,44,524	27,90,44,524	20.14	Voted for
ICICI Bank Limited	2,33,25,113	2,26,57,625	1.64	Voted for
Sub-total	135,65,08,199	135,58,40,711	97.87	
B. Unsecured financial creditors				
Rakhee Dhiraj Rathod	1,13,19,342	1,13,19,342	0.82	Voted for
Pramila Kishor Rathod	64,62,356	64,62,356	0.47	Voted for
Kishor Laxmichand Rathod	94,33,644	94,33,644	0.68	Voted for
Axis Bank Limited	23,13,972	23,13,972	0.17	Voted for
Sub total	2,95,29,314	295,29,314	2.14	
Total (A+B)	138,60,37,513	138,53,70,025	100	

n. Accordingly, **the Amended Resolution Plan was approved in the 11th CoC meeting dated 29.08.2023, with 100% votes in favour of the Ritzee-Pritesh Mehta (JV). Thereafter, the Applicant has issued revised compliance certificate in Form “H” filed along with Additional Affidavit dated 11th September 2023.**

3. **The Salient Features of the Resolution Plan are as under:**

A. Brief Background of the Company / Corporate debtor

M/s Leela Trade Steel and Commodities India Private Limited is a Private Limited company incorporated on 18th April, 2005 under the provisions of the Companies Act, 1956 and registered with the Registrar of Companies, Pune. The Corporate Debtor's Corporate Identification Number (CIN) is U27106PN2005PTC020582. The authorized share capital of the Company is Rs.10,00,00,000/- (Rupees Ten Crore only) and paid up share capital is Rs.7,38,51,800/- (Rupees Seven Crore Thirty Eight Lacs Fifty One Thousand and Eight Hundred only). The Registered office address of the Corporate Debtor is situated at GAT No, 680, Nr. Leela Steel Co., Jadhavwadi Pune- 412114, Maharashtra.

B. Background of the Resolution Applicant

M/s RITZEE-PRITESH MEHTA JV, the Resolution Applicant is a Joint Venture of Mr. Pritesh Futarmalji Mehta and M/s Ritzee Recycling Private Limited. The details of two partners are as under:

1.	Name of the Partner	:-	Ritzee Recycling Private Limited
	Date of Incorporation	:-	16.01.2020
	Age	:-	1.5 year
	Designation	:-	JV Partner
	PAN NO.	:-	AAKCR0290C
	Experience	:-	Being a new Startup and MSME registered Company, M/s Ritzee Recycling Private Limited, the Mehta family of Barshi is engaged in Scrap Trading since last four decades. Mr. Futarmalji Mehta, the Father of one of the Director, is running the scrap trading activity successfully under the Company M/s Mehta Scrap Merchant at Barshi. The Company is well established and considered among reputed business houses of Solapur district.

2.	Name of the Partner	:-	Mr. Pritesh Futarmalji Mehta
	Date of Birth	:-	27/05/1975
	Age	:-	46 Years
	Designation	:-	Partner
	PAN NO.	:-	AJYPM9525D
	Experience	:-	He is having almost 25 years' experience in Ferrous and Non-Ferrous Scrap Recycling Industry

The said Successful Resolution Applicant (**SRA**) is eligible to act as a Resolution Applicant of the Corporate Debtor and is eligible under Section 29A of the Insolvency and Bankruptcy Code, 2016 (**'the Code'**) since the Corporate Debtor is classified as an MSME unit on 30th March 2018 (MSME Certificate).

4. **Summary of Payments:**

Sr. No.	Particulars of Claim	Type of Claim	Admitted Amount (INR)	Settlement Amount (INR)	Term of Payment (in Months)
1.	CIRP Cost	At actual		At actual	
2.	Cosmos Bank (Secured Financial Creditors)	Secured	105,41,38,562	69,18,28,414	As Per Part C-3
3.	J.C. Flowers Asset Reconstruction Private Limited (Secured Financial Creditors)	Secured	27,90,44,524	8,10,00,000	As Per Part C-3
4.	Secured Financial Creditors	Secured	2,26,57,625	1,30,00,000	As Per Part C-3
5.	Unsecured Financial Creditors	Unsecured	2,95,29,314	59,05,863	As Per Part C-4
6.	Unsecured Financial Creditors	Unsecured	1,18,96,691	1,18,967	As Per Part C-4

7.	Operational Creditors	Unsecured	29,43,63,368	5,97,556	As Per Part C-5
8.	ESIC	Unsecured	2,32,545	2,32,545	As Per Part C-6
9.	Other Creditors	Unsecured	26,00,000	2,600	As Per Part C-7
	Total		169,44,62,630	79,26,85,945	

* The settlement amount towards contingent liability is Rs 1,00,000/-
(Rupees One Lakhs Only)

5. **Sources of Funds For Resolution Plan:**

I. Source of Funds for Cosmos Bank - Secured Financial Creditors – Cosmos Co-Op Bank Ltd.

Source of Fund	Period	Payments to be made to Cosmos Bank - Secured Financial Creditors
Amount appropriated out of the sale proceeds of 1 (One) Flat Situated at Flat No 602, Elpro International, Chinchwad, Pune, Flat No. 601 and Flat No. 701 situated at Elpro International, Chinchwad, Pune	Amount already paid	2,70,19,601
To be paid out of the sale proceeds of 1 (One) flat, namely Flat No. 702 situated at Elpro International, Chinchwad, Pune and out of the sales proceeds of land at S. No 792 Pawar Vasti, Kudalwadi, Pune and Barshi Devangalli, Solapur and Gat No 68, 69, 71, 72 and 73 at Vill. Kuruli, Tal. Khed Dist. Pune	Within 1 year from the date of the order of the Hon'ble NCLT approving the Resolution Plan	4,05,77,278

Sale proceeds of land at S. No 792 Barshi and Devangalli and Gat No 68, 69, 71,72 and 73 at Vill. Kuruli, Tal. Khed Dist. Pune and balance amount, if any, through own sources of funds.	Within 2 years from the date of the order of the Hon'ble NCLT approving the Resolution Plan	15,55,64,330
Out of the profits from running the business of the RA after demerger	Within 3 years from the date of the order of the Hon'ble NCLT approving the Resolution Plan	6,19,95,153
Out of the profits from running the business of the RA after demerger	Within 4 years from the date of the order of the Hon'ble NCLT approving the Resolution Plan	6,19,95,153
Out of the profits from running the business of the RA after demerger	Within 5 years from the date of the order of the Hon'ble NCLT approving the Resolution Plan	6,19,95,153
Out of the profits from running the business of the RA after demerger	Within 6 years from the date of the order of the Hon'ble NCLT approving the Resolution Plan	6,19,95,153
Out of the profits from running the business of the RA after demerger	Within 7 years from the date of the order of the Hon'ble NCLT approving the Resolution Plan	6,19,95,153

Out of the profits from running the business of the RA after demerger	Within 8 years from the date of the order of the Hon'ble NCLT approving the Resolution Plan	6,19,95,153
Out of the profits from running the business of the RA after demerger	Within 9 years from the date of the order of the Hon'ble NCLT approving the Resolution Plan	6,19,95,153
Out of the profits from running the business of the RA after demerger	Within 10 years from the date of the order of the Hon'ble NCLT approving the Resolution Plan	6,17,20,737

II. Source of Funds for J.C. Flowers Asset Reconstruction Private Limited - Secured Financial Creditors

Source of Fund	Period	Payments to be made to J.C. Flowers Asset Reconstruction Private Limited - Secured Financial Creditors
To be paid out of the sales proceeds of land at S. No 792 Pawar Vasti, Kudalwadi, Pune and Barshi Devangalli, Solapur and	Within 90 days from the date of the order of the Hon'ble NCLT	3,35,00,000/-

Gat No 68, 69, 71, 72 and 73 at Vill. Kuruli, Tal. Khed Dist. Pune and balance amount if any, through own sources of funds	approving the Resolution Plan	
To be paid out of the sales proceeds of land at S. No 792 Pawar Vasti, Kudalwadi, Pune and Barshi Devangalli, Solapur and Gat No 68, 69, 71, 72 and 73 at Vill. Kuruli, Tal. Khed Dist. Pune and balance amount if any, through own sources of funds	First Quarter after 90 days i.e. within 180 days from the date of the order of the Hon'ble NCLT approving the Resolution Plan	1,18,75,000/-
To be paid out of the sales proceeds of land at S. No 792 Pawar Vasti, Kudalwadi, Pune and Barshi Devangalli, Solapur and Gat No 68, 69, 71, 72 and 73 at Vill. Kuruli, Tal. Khed Dist. Pune and balance amount if any, through own sources of funds	Second Quarter after 90 days i.e. within 270 days from the date of the order of the Hon'ble NCLT approving the Resolution Plan	1,18,75,000/-
To be paid out of the sales proceeds of land at S. No 792 Pawar Vasti, Kudalwadi, Pune and Barshi Devangalli, Solapur and Gat No 68, 69, 71, 72 and 73 at Vill. Kuruli, Tal. Khed Dist. Pune and balance amount if any, through own sources of funds	Third Quarter after 90 days i.e. within 360 days from the date of the order of the Hon'ble NCLT approving the Resolution Plan	1,18,75,000/-
To be paid out of the sales proceeds of land at S. No 792 Pawar Vasti,	Fourth Quarter after 90 days i.e. within	1,18,75,000/-

Kudalwadi, Pune and Barshi Devangalli, Solapur and Gat No 68, 69, 71, 72 and 73 at Vill. Kuruli, Tal. Khed Dist. Pune and balance amount if any, through own sources of funds	450 days from the date of the order of the Hon'ble NCLT approving the Resolution Plan	
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III. Source of Funds For Secured Financial Creditors – ICICI BANK LTD.

Source of Fund	Period	Payments to be made to Secured Financial Creditors
To be paid out of the sale proceeds of 3 (Three) flats, namely Flat No. 601,701 and 702 situated at Elpro International, Chinchwad, Pune	Within 1 year from the date of the order of the Hon'ble NCLT approving the Resolution Plan	13,00,000
Sale proceeds of land at S. No 792 Barshi and Devangalli and Gat No 68, 69, 71,72 and 73 at Vill. Kuruli, Tal. Khed Dist. Pune and balance amount , if any, through own sources of funds.	Within 2 years from the date of the order of the Hon'ble NCLT approving the Resolution Plan	13,00,000
Out of the profits from running the business of the RA after demerger	Within 3 years from the date of the order of the Hon'ble NCLT approving the Resolution Plan	13,00,000

Out of the profits from running the business of the RA after demerger	Within 4 years from the date of the order of the Hon'ble NCLT approving the Resolution Plan	13,00,000
Out of the profits from running the business of the RA after demerger	Within 5 years from the date of the order of the Hon'ble NCLT approving the Resolution Plan	13,00,000
Out of the profits from running the business of the RA after demerger	Within 6 years from the date of the order of the Hon'ble NCLT approving the Resolution Plan	13,00,000
Out of the profits from running the business of the RA after demerger	Within 7 years from the date of the order of the Hon'ble NCLT approving the Resolution Plan	13,00,000
Out of the profits from running the business of the RA after demerger	Within 8 years from the date of the order of the Hon'ble NCLT approving the Resolution Plan	13,00,000
Out of the profits from running the business of the RA after demerger	Within 9 years from the date of the order of the Hon'ble NCLT approving the Resolution Plan	13,00,000
Out of the profits from running the business of the RA after demerger	Within 10 years from the date of the order of the Hon'ble NCLT	13,00,000

	approving the Resolution Plan	
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IV. Source of Funds For Unsecured Financial Creditors

Source of Fund	Period	Payments to be made to Unsecured Financial Creditors
To be paid out the Resolution Applicant from his own source of funds	Within 1 year from the date of the order of the Hon'ble NCLT approving the Resolution Plan	20,87,588
To be paid out the Resolution Applicant from his own source of funds	Within 2 years from the date of the order of the Hon'ble NCLT approving the Resolution Plan	19,68,621
To be paid out the Resolution Applicant from his own source of funds	Within 3 years from the date of the order of the Hon'ble NCLT approving the Resolution Plan	19,68,621

V. Source of Funds For Operational Creditors/Other Creditors

Source of Fund	Period	Payments to be made to Operational Creditors	Payments to be made towards ESIC dues	Payments to be made to the Other Creditors
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To be paid out the Resolution Applicant from his own source of funds	Within 30 days from the date of the order of the Hon'ble NCLT approving the Resolution Plan	2,94,363	2,32,545	2,600

NOTE:

1. The Resolution Applicant will pay the CIRP Cost from his own source of funds as and when intimated by the Resolution Professional.
2. The Resolution Applicant is a diversified business group with a deep experience in the business of contracting, and recycling of Industrial scrap.
3. The Resolution Applicant has sufficient Reserves and Surplus and Net worth balance as per its Audited Balance Sheet. Resolution Applicant confirms that it has sufficient funds availability at its disposal and/or has ability to raise such amounts from other sources also.
4. It is pertinent to mention that the Resolution Applicant is possessing sound goodwill and flawless credit history. The Resolution Applicant is having sizable

retained earnings and also generating sufficient internal accruals which shall be sufficient enough to meet out the payments envisaged in the resolution plan.

5. The Resolution Applicant has enjoyed long standing credit facilities from reputed Banks and it has available the credit lines which can also be utilized for meeting out the shortfall (if any).

6. Payment Schedule for Class of Creditors and other dues are is explained hereinabove.

7. The Resolution Applicant will have to incur expenditure for Working Capital in addition to the Resolution Plan payments as mentioned herein.

8. The Resolution Applicant will pay Rs 1,00,000/- (Rupees One Lakhs Only towards total contingent liability of the corporate debtor out of its own funds.

9. The Resolution Plan has been designed with All Stakeholders Approach and takes care of all the concerned stake holders of the Corporate Debtor in an optimal manner.

6. **Treatment of Various Stakeholders:**

a. The Resolution Plan contains the following provisions:

I. **Provision for Insolvency Resolution Process Cost:**

The Information Memorandum provided by the Interim Resolution Professional does not mention about the Insolvency Resolution Process Costs. Therefore, the resolution applicant, herein, will

provide for the complete Insolvency Resolution Process Costs, if any, **in priority to the payments of other debts of the Corporate Debtor.**

II. Provision for Secured Financial Creditors of Corporate Debtor:

a. As per the Information Memorandum and the information provided by the Interim Resolution Professional (IRP), the entire claim by Secured Financial Creditors has been categorized as follows:

(i) **Secured Financial Creditors having charge over immovable and movable Assets of the company and having pari-passu charge over the assets of company)** of M/s *Leela Trade Steel And Commodities India Private Limited* is Rs. 133,31,83,086/- (Rupees One Hundred and Thirty Three Crore Thirty One Lacs Eighty Three Thousand and Eighty Six only), claim received and admitted for, as per table given below:

Sr. No.	Particulars	Claim Received	Claim Admitted
1.	Cosmos Co-Op Bank Ltd.	105,41,38,562	105,41,38,562
2.	*J.C. Flowers Asset Reconstruction Company Private Limited	27,90,44,524	27,90,44,524
	Total	133,31,83,086	133,31,83,086

* Pursuant to the Assignment Agreement dated 16.12.2022, J.C. Flowers Asset Reconstruction Private Limited acting in its capacity as Trustee of JCF YES Trust 2022-23/18 ("JCFARC") has been assigned the loans disbursed under the financing documents together with all of its rights, title and interest in financial assets pertaining to the Corporate Debtor

by Yes Bank Ltd. The Hon'ble NCLT, Mumbai Bench has vide its order dated 09.05.2023 has substituted Yes Bank with J.C. Flowers Asset Reconstruction Private Limited. The copy of the order passed by Hon'ble NCLT, Mumbai Bench dated 09.05.2023.

It is further given to understand that this amount is secured inter alia by the properties of the Corporate Debtor. In view of the fact that the above mentioned Secured Financial Creditors are secured by charge of assets, they are offered a higher amount than the other creditors.

(ii) Secured Financial Creditor – ICICI Bank Ltd. (Secured Financial Creditor having charge over equipment's hypothecation i.e. vehicles etc owned by the company) of M/s *Leela Trade Steel And Commodities India Private Limited* is Rs. 2,33,25,113/- (Rupees Two Crore Thirty Three Lacs Twenty Five Thousand One Hundred and Thirteen only), claim received and admitted for, as per table given below:

Sr. No.	Particulars	Claim received	Claim Admitted
1.	ICICI Bank (Secured against Movable Asset of Corporate Debtor)	2,33,25,113	2,26,57,625
	Total	2,33,25,113	2,26,57,625

I. The terms of payment of Secured Financial Creditors:

The Resolution of the debt of Secured Financial Creditors is proposed in the following manner:

Sr. No.	Name of the Financial Creditor	Claim Admitted (Rs.)	Payout (Without Interest) (Rs.)	Interest Pay out *(Rs.)	Total Resolution Amount (Rs.)
1.	Cosmos Bank	105,41,38,562	58,77,13,097	10,41,15,317	69,18,28,414
2.	J. C. Flowers Asset Reconstruction Private Limited	27,90,44,524	8,10,00,000	0	8,10,00,000
3.	ICICI Bank	2,26,57,625	1,30,00,000	0	1,30,00,000
	Total	135,58,40,711	68,17,13,097	10,41,15,317	78,58,28,414

* The amount of Rs. 70,48,28,414/- is proposed to be paid to Cosmos Bank and ICICI Bank in installment within a period of 10 years. Also, the Resolution Applicant proposes to pay interest to Cosmos Bank on the outstanding amount on reducing balance basis at the rate of 6% simple interest.

a) The Resolution of the debt of Secured Financial Creditors is proposed in the following manner:

- (i) Rs. 58,77,13,097/- (Rupees Fifty Eight Crore Seventy Seven Lakh Thirteen Thousand and Ninety Seven only) Hereinafter referred to as Payout (Without Interest) towards the repayment of the debt to Cosmos Co-Op Bank Ltd.
- (ii) Rs. 8,10,00,000/- (Rupees Eight Crore Ten Lac only) Hereinafter referred to as Payout (Without Interest) towards the repayment of the debt to J. C. Flowers Asset Reconstruction Private Limited.
- (iii) Rs. 1,30,00,000/- (Rupees One Crore and Thirty Lac only) Hereinafter referred to as Payout (Without Interest) towards the repayment of the debt to ICICI

Bank Ltd.;

- b) Last installment to Cosmos Bank and ICICI Bank is proposed within 10 years. Resolution Applicant will have option to seek assignment of balance debt to entity identified by it for an aggregate consideration which shall be the amount of last installment. Assignment shall be of the balance debt due and payable by the Corporate Debtor along with underlying securities, if any. The cost of assignment will be borne by the Resolution Applicant.
- c) The assenting Secured Financial Creditors who will vote in favor of this resolution plan will get their share in the following manner:

Sr. No.	Particulars	Resolution Amount Rs.	Interest	Total Resolution Amount (Rs.)
1	Cosmos Bank	58,77,13,097	10,41,15,317	69,18,28,414
2	J. C. Flowers Asset Reconstruction Private Limited	8,10,00,000	--	8,10,00,000
3	ICICI Bank Ltd.	1,30,00,000	--	1,30,00,000
	Total	68,17,13,097	10,41,15,317	78,58,28,414

II. Terms and Conditions of Payment to Cosmos Bank:

- a. The payment to Cosmos Bank shall be made by the Resolution Applicant in the following manner:**

Period of Payment	Mode	Amount (Rs)
Within 1 year from the date of the order of the Hon'ble NCLT approving the Resolution Plan. [Rs. 2,70,19,601 paid out of the sale proceeds of Flats situated at Elpro International, Chinchwad, Pune.]	To be paid out of the sale proceeds of 1 (One) flat, namely Flat No. 702 situated at Elpro International, Chinchwad, Pune and out of the sales proceeds of land at S. No 792 Pawar Vasti, Kudalwadi, Pune and Barshi Devangalli, Solapur and Gat No 68, 69, 71, 72 and 73 at Vill. Kuruli, Tal. Khed Dist. Pune	4,05,77,278
Within 2 years from the date of the order of the Hon'ble NCLT approving the Resolution Plan	To be paid out of the sales proceeds of land at S. No 792 Pawar Vasti, Kudalwadi, Pune and Barshi Devangalli, Solapur and Gat No 68, 69, 71, 72 and 73 at Vill. Kuruli, Tal. Khed Dist. Pune and balance amount if any, through own sources of funds	15,55,64,330
Within 3 years from the date of the order of the Hon'ble NCLT approving the Resolution Plan	Out of the profits from running the business of the RA after demerger	6,19,95,153
Within 4 years from the date of the order of the Hon'ble NCLT approving the Resolution Plan	Out of the profits from running the business of the RA after demerger	6,19,95,153
Within 5 years from the date of the order of the Hon'ble NCLT approving the Resolution Plan	Out of the profits from running the business of the RA after demerger	6,19,95,153
Within 6 years from the date of the order of the Hon'ble NCLT approving the Resolution Plan	Out of the profits from running the business of the RA after demerger.	6,19,95,153

Within 7 years from the date of the order of the Hon'ble NCLT approving the Resolution Plan	Out of the profits from running the business of the RA after demerger	6,19,95,153
Within 8 years from the date of the order of the Hon'ble NCLT approving the Resolution Plan	Out of the profits from running the business of the RA after demerger	6,19,95,153
Within 9 years from the date of the order of the Hon'ble NCLT approving the Resolution Plan	Out of the profits from running the business of the RA after demerger	6,19,95,153
Within 10 years from the date of the order of the Hon'ble NCLT approving the Resolution Plan	Out of the profits from running the business of the RA after demerger	6,17,20,735
TOTAL		69,18,28,414

- i. The Resolution Applicant will propose the buyer to the Secured Financial Creditors.
- ii. On receipt of the request for sale of the assets the Secured Financial Creditors will grant appropriate NOC to the Owner of the asset for sale to identified buyer.
- iii. The sale proceeds received from the sale of asset will be deposited with the Secured Financial Creditors against the proposed payment, as set out herein above.
- iv. Consideration at which the property will be sold, will not be less than the Ready Reckoner value. However, in the event there is any sale sought to be conducted at value below then Ready Reckoner due to distress in the market. Then in that event the Resolution Applicant, will deposit the balance amount to the Bank.
- v. The assets kept as security with Cosmos Bank & J C Flowers will remain security subject to clause c hereinabove.

- vi. After making payment of first 2 years to Cosmos Bank as per the table in point d. above, the Resolution Applicant will make the payment to the Cosmos Bank in quarterly installments from the third year of the order of the Hon'ble NCLT approving the Resolution Plan. The interest at the rate of 6% simple interest on Payout shall be paid by the Resolution Applicant to the Cosmos Bank along with the quarterly installments from the third year of the order of the Hon'ble NCLT approving the Resolution Plan.

b. The payment to ICICI BANK LTD shall be made by the Resolution Applicant in the following manner:

Period of Payment	Mode	Amount (Rs)
Within 1 year from the date of the order of the Hon'ble NCLT approving the Resolution Plan	Out of the profits from running the business of the RA after demerger and own funds	13,00,000
Within 2 years from the date of the order of the Hon'ble NCLT approving the Resolution Plan	Out of the profits from running the business of the RA after demerger and own funds	13,00,000
Within 3 years from the date of the order of the Hon'ble NCLT approving the Resolution Plan	Out of the profits from running the business of the RA after demerger	13,00,000
Within 4 years from the date of the order of the Hon'ble NCLT approving the Resolution Plan	Out of the profits from running the business of the RA after demerger	13,00,000
Within 5 years from the date of the order of the Hon'ble NCLT approving the Resolution Plan	Out of the profits from running the business of the RA after demerger	13,00,000
Within 6 years from the date of the order of the Hon'ble NCLT approving the Resolution Plan	Out of the profits from running the business of the RA after demerger.	13,00,000

Within 7 years from the date of the order of the Hon'ble NCLT approving the Resolution Plan	Out of the profits from running the business of the RA after demerger	13,00,000
Within 8 years from the date of the order of the Hon'ble NCLT approving the Resolution Plan	Out of the profits from running the business of the RA after demerger	13,00,000
Within 9 years from the date of the order of the Hon'ble NCLT approving the Resolution Plan	Out of the profits from running the business of the RA after demerger	13,00,000
Within 10 years from the date of the order of the Hon'ble NCLT approving the Resolution Plan	Out of the profits from running the business of the RA after demerger	13,00,000
TOTAL		1,30,00,000

- c. As set out herein above, the payout for the Resolution Plan is from own contribution and out of the profits from running the business of the RA after demerger by the Resolution Applicant.
- d. The Resolution Applicant will make the payment to the ICICI Bank Ltd. in monthly installments from the first year of the order of the Hon'ble NCLT approving the Resolution Plan (Yearly installment of Rs. 13,00,000/12 i.e. 1,08,333.33/- shall be paid monthly).

III. Terms and Conditions of Payment to J.C. Flowers Asset Reconstruction Private Limited:

- a) The Resolution Applicant had submitted a proposal to J.C. Flowers Asset Reconstruction Private Limited for settlement of the outstanding dues. J.C. Flowers Asset Reconstruction Private Limited has accepted the offer of the Resolution Applicant vide Acceptance Letter dated 21.07.2023. The Acceptance Letter dated 21.07.2023 has been filed with the Hon'ble National Company Law Appellate Tribunal, New Delhi.

- b) The payment to J.C. Flowers Asset Reconstruction Private Limited shall be made by the Resolution Applicant in the following manner:

Period of Payment	Mode	Amount (Rs)
Within 90 days from the date of the order of the Hon'ble NCLT approving the Resolution Plan	To be paid out of land at S. No 792 Pawar Vasti, Kudalwadi, Pune and Barshi Devangalli, Solapur and Gat No 68, 69, 71, 72 and 73 at Vill. Kuruli, Tal. Khed Dist. Pune and balance amount if any, through own sources of funds	3,35,00,000/-
First Quarter after 90 days i.e. within 180 days from the date of the order of the Hon'ble NCLT approving the Resolution Plan	To be paid out of the sales proceeds of land at S. No 792 Pawar Vasti, Kudalwadi, Pune and Barshi Devangalli, Solapur and Gat No 68, 69, 71, 72 and 73 at Vill. Kuruli, Tal. Khed Dist. Pune and balance amount if any, through own sources of funds	1,18,75,000/-
Second Quarter after 90 days i.e. within 270 days from the date of the order of the Hon'ble NCLT approving the Resolution Plan	To be paid out of the sales proceeds of land at S. No 792 Pawar Vasti, Kudalwadi, Pune and Barshi Devangalli, Solapur and Gat No 68, 69, 71, 72 and 73 at Vill. Kuruli, Tal. Khed Dist. Pune and balance amount if any, through own sources of funds	1,18,75,000/-
Third Quarter after 90 days i.e. within 360 days from the date of the order of the Hon'ble NCLT approving the Resolution Plan	To be paid out of the sales proceeds of land at S. No 792 Pawar Vasti, Kudalwadi, Pune and Barshi Devangalli, Solapur and Gat No 68, 69, 71, 72 and 73 at Vill. Kuruli, Tal. Khed Dist. Pune and balance amount if any, through own sources of funds	1,18,75,000/-
Fourth Quarter after 90 days i.e. within 450 days from the date of the order	To be paid out of the sales proceeds of land at S. No 792 Pawar Vasti, Kudalwadi, Pune	1,18,75,000/-

of the Hon'ble NCLT approving the Resolution Plan	and Barshi Devangalli, Solapur and Gat No 68, 69, 71, 72 and 73 at Vill. Kuruli, Tal. Khed Dist. Pune and balance amount if any, through own sources of funds	
TOTAL		8,10,00,000/-

- c) The Resolution Applicant shall pay an interest @18% per annum to J.C. Flowers Asset Reconstruction Private Limited (Secured Financial Creditors) in case of delayed payment vis-a vis the approved payment schedule.
- d) The J.C. Flowers Asset Reconstruction Private Limited (Secured Financial Creditor) shall after payment of the amounts under this Resolution Plan, withdraw all recovery action/litigations initiated and not pursue any proceedings or action initiated against the Corporate Debtor and/or guarantors or any other party in various legal forums i.e. DRT, High Court, Magistrate Court, etc. for the recovery of the aforementioned debt. This amount is for full and final closure of the Loans. The debt claimed under the present CIRP proceedings will stand extinguished subject to payment of settlement amount.
- e) As set out herein above, the payout for the Resolution Plan is from contribution by the Resolution Applicant. The payout/source of fund is also from sale of assets belonging to the promoter/JV Partner of Resolution Applicant. These assets are mortgaged in favour of the Secured Financial Creditors. Therefore, they are required to be sold for realization of the dues. It is therefore proposed that –
- i. The Resolution Applicant will propose the buyer to the Secured Financial Creditors.
 - ii. On receipt of the request for sale of the assets the Secured Financial Creditors will grant appropriate NOC to the Owner of the asset for sale to identified buyer.

- iii. The sale proceeds received from the sale of asset will be deposited with the Secured Financial Creditors against the proposed payment, as set out herein above.
- iv. Consideration at which the property will be sold, will not be less than the Ready Reckoner value. However, in the event there is any sale sought to be conducted at value below then Ready Reckoner due to distress in the market. Then in that event the Resolution Applicant, will deposit the balance amount to the Bank.

IV. General Terms and Conditions of Payment to Secured Financial Creditors

- a. In case the Resolution Plan fails for any reason, then the original position of the Personal Guarantors will be reinstated.
- b. All the present guarantors of the debts of the Corporate Debtor will continue to be guarantors only to the amount of resolution plan approved by COC and NCLT, and once the complete payment of the committed amounts to the Financial Creditors are made, all the guarantees will be considered to be released and no further liability towards the said debts should accrue to the said guarantors.
- c. On the approval of the Resolution Plan by the Adjudicating Authority, the Accounts of the Corporate Debtor should be treated as standard and any reflection of the same being non-standard or otherwise be removed from the CIBIL records. On submission of the order copy to the CIBIL authorities, it is incumbent on the CIBIL authorities to remove any adverse remark/classification of any account relating to the Corporate Debtor and no formal communication from the said financial institutions, which has reported such defaults, should be required.
- d. The Fair Market Value of the assets of the Personal Guarantors as mentioned in Annexure No. 2 is Rs. 25,00,03,600/- and the same shall be paid to the Secured Financial Creditors.

- e. The Secured Financial Creditors shall, from the Resolution amount attributable to them, appropriate on priority the necessary amounts towards the full and final closure of Loans. The required No Dues Certificate and No Objection Certificates shall be granted by the Secured Financial Creditors once the payments are made to the respective financial creditors within Seven days of the receipt of amount as per the Resolution Plan. Release/Relinquishment Deeds to be executed by the Secured Financial Creditors immediately within Seven days on the receipt of the entire Resolution Plan amount. The Secured Financial Creditors will provide the required Account Closure Certificates within Seven days of the receipt of entire Resolution amount. All the original documents will be handed over by the Secured Financial Creditors to the Resolution Applicant within Seven days of receipt of the Resolution Plan Amount.
- f. The Personal Guarantees or Security Extended by third party, if any, to secure the debt, which is subject matter of the present Resolution Plan, will automatically come to an end on receipt of entire Resolution Amount. The assets of the Corporate Debtor, personal guarantors and Third Party mortgaged with the Secured Financial Creditors will be released in proportion to the amount paid to the Secured Financial Creditors at the time of sale of such assets to source the funds for the resolution plan. The list of the assets of the personal guarantors mortgaged with the Secured Financial Creditors and their estimated values has been attached herewith as Annexure No. 2.
- g. On approval of the Resolution Plan, the entire debt of the Secured Financial Creditors will be settled except for the payment proposed to be made under the resolution plan.
- h. Under no circumstances, the Payout (Without Interest) to be paid to the Secured Financial Creditors will go beyond the provided total amount of Rs. 68,17,13,097.
- i. The Secured Financial Creditors shall on approval of Resolution Plan, withdraw all action initiated and not pursue any proceedings or action against the Corporate Debtor or any other party for the recovery of the aforementioned debt. This amount is for full and final closure of the Loans. The

debt claimed under the present CIRP proceedings will stand extinguished subject to payment of settlement amount.

- j. The Secured Financial Creditors, will not take any action for realization of the debt, enforcement of the security given by the Corporate Debtor, Guarantor, Mortgagor and for enforcement of guarantee from the time of sanction of the Resolution Plan till default in payment of the Resolution Amount. In the event of payment of the entire Resolution Amount, the debt will stand discharged, and all the securities created by the Corporate Debtor, Guarantor, Promoter, Mortgagor etc will automatically come to an end i.e. will stand released. The Secured Financial Creditors will execute necessary documents for release, satisfaction, withdrawal of the charge or the proceedings as may be required by any authority.

b. **DISSENTING FINANCIAL CREDITORS:**

- (i) **Payment to the dissenting Financial Creditors:** The dissenting Financial Creditors (i.e. those Financial Creditors who vote against, or abstain from voting for, the Resolution Plan approved by the CoC) shall be paid an amount not less than an amount to be paid to them in accordance with Section 53(1) in the event of Liquidation of the Corporate Debtor.
- (ii) In terms of the code, if there are any dissenting Financial Creditors, then in such circumstances they shall be paid in accordance with Section 30(2) along with Section 53(1) of the Code.
- (iii) The upfront payment to dissenting financial creditors will be made 1 day before the payment to the assenting financial creditors. At the same time, payment of instalment will be made 1 month before the due date of instalment to the assenting financial creditor. In view

thereof, payment will be made as per 30(2), 53(1) and in priority to the assenting financial creditor.

- (iv) The Resolution Applicant will have option to make payment of entire liquidation value to the dissenting financial creditor, through acquisition of the debt due and payable to the dissenting financial creditor. In that scenario, Resolution Applicant will propose the name of entity who will acquire, by way of assignment, the debt due and payable alongwith underlying securities. The consideration for such assignment will be liquidation value and same will be paid within a period of 180 days

PROVISION FOR UNSECURED FINANCIAL CREDITORS OF CORPORATE DEBTOR

As per the Information Memorandum and the information provided by the Interim Resolution Professional (IRP), the entire claim by Unsecured Financial Creditors has been categorized as follows:

- I. **Unsecured Financial Creditors having no charge over any of the assets of the company** of M/s Leela Trade Steel and Commodities India Private Limited is Rs. 2,95,29,314/- (Rupees Two Crore Ninety Five Lacs Twenty Nine Thousand Three Hundred and Fourteen only), claim received and admitted, as per table given below:

Sr. No.	Particulars	Claim Received	Claim Admitted
1	Kishor Laxmichand Rathod	94,33,644	94,33,644
2	Pramila Kishor Rathod	64,62,356	64,62,356
3	Rakhee Dhiraj Rathod	1,13,19,342	1,13,19,342
4	Axis Bank	23,13,972	23,13,972
	Total	2,95,29,314	2,95,29,314

Resolution of the debt of Unsecured financial Creditor as mentioned above is proposed @ 20% i.e. Rs.59,05,863/- towards full and final settlement.

Period of Payment	Mode	Amount (Rs)
Within 1 year from the date of the order of the Hon'ble NCLT approving the Resolution Plan	To be paid out the Resolution Applicant from his own source of funds	20,07,993
Within 2 year from the date of the order of the Hon'ble NCLT approving the Resolution Plan	To be paid out the Resolution Applicant from his own source of funds	19,48,935
Within 3 year from the date of the order of the Hon'ble NCLT approving the Resolution Plan	To be paid out the Resolution Applicant from his own source of funds	19,48,935
TOTAL		59,05,863

- II. **Unsecured Financial Creditors - Unsecured Loan who have not claimed but payable as per Books of Accounts of CD** of M/s Leela Trade Steel and Commodities India Private Limited is Rs. 81,94,404/- (Rupees Eighty one Lacs Ninety Four Thousand Four Hundred and Four only), claim received and admitted, as per table given below:

Sr. No.	Particulars	As per books of accounts
1.	Deutsche Bank	24,02,705
2.	Arohan Financial Services Private Limited	5,20,617
3.	HDFC Bank Limited	15,01,843
4.	Mr. Kamlesh Mehta (Related Party)	24,66,169

5.	Ms. Leela Devi Mehta	13,03,070
6.	Yes Bank (Vehicle Loan Div)	37,02,287
	Total	1,18,96,691

Resolution of the debt of Unsecured financial Creditor as mentioned above is proposed @ 10% i.e. Rs.1,18,967/- towards full and final settlement.

Period of Payment	Mode	Amount (Rs)
Within 1 year from the date of the order of the Hon'ble NCLT approving the Resolution Plan	To be paid out the Resolution Applicant from his own source of funds	40,449
Within 2 year from the date of the order of the Hon'ble NCLT approving the Resolution Plan	To be paid out the Resolution Applicant from his own source of funds	39,259
Within 3 year from the date of the order of the Hon'ble NCLT approving the Resolution Plan	To be paid out the Resolution Applicant from his own source of funds	39,259
TOTAL		1,18,967

This amount is towards the guarantee extended by the Corporate Debtor and towards the direct loan sanctioned and disbursed to the Corporate Debtor. Any payment made by the Resolution Applicant / Corporate Debtor, will be towards settlement of the liability in its capacity as Guarantor and Creditor.

c. **PROVISION FOR OPERATIONAL CREDITORS OF CORPORATE DEBTOR:**

- I. The amount due to the Operational Creditors of Corporate Debtor as per Information Memorandum is Rs. 14,26,40,853/- (Rupees Fourteen Crore Twenty Six Lacs

Forty Thousand Eight Hundred and Fifty Three only) which is as mentioned below:

Sr. No	Name of the Creditor	Amount Claimed	Net Amount Admitted
1.	Operational Creditors who have filed their claim with the IRP	15,96,90,685	14,91,58,901

- II. The amount due to the Operational Creditors who have not filed their claim but appearing in the books of Corporate Debtor as per Information provided by the IRP is Rs 14,52,04,467/- (Rupees Fourteen Crore Fifty Two Lacs Four Thousand Four Hundred and Sixty Seven only), which is as mentioned below:

Sr. No	Name of the Creditor	Amount as per books of Account
1.	Operational Creditors who have not filed their claim with the IRP	14,52,04,467

III. **THE TERMS OF PAYMENT TO OPERATIONAL CREDITORS:**

1. The Operational Creditors will assign the entire receivable from the Corporate Debtor to the Resolution Applicant for a consideration of Rs. **2,94,363/-**(Rupees Two Lacs Ninety Four Thousand Three Hundred and Sixty Three only).

2. Total outstanding amount of Rs. 29,43,63,368 /-(Rupees Twenty Nine Crore Forty Three Lacs Sixty Three Thousand Three Hundred and Sixty Eight only) would be settled by Resolution Applicant in the below mentioned manner:

Sr. No.	Name of the Creditor	Amount Claimed/ Books of Accounts Rs.	Net Amount Admitted/Books of Accounts Rs.	%	Resolution Amount Rs.
1.	Deputy commissioner of State Tax (Department Of Goods And Services Tax)	5,93,32,788	5,93,32,788	0.10%	59,333
2.	K.V.Dhivare (Deputy Commissioner of State Tax,)	4,04,05,337	4,04,05,337	0.10%	40,405
3.	VPR and Associates Mumbai	5,31,000	3,31,000	0.10%	331
4.	Oleomontreal SL	5,26,70,967	4,23,39,183	0.10%	42,339
5.	Income Tax Department	67,50,593	67,50,593	0.10%	6,751
	Operational Creditors who have not claimed				
6.	Vinay Infra	7,38,95,811	7,38,95,811	0.10%	73,896
7.	MDC Realty India Pvt Ltd	2,49,32,790	2,49,32,790	0.10%	24,933
8.	MSM STEEL CORPORATION (P)	1,78,18,963	1,78,18,963	0.10%	17,819
9.	FULCHAND DANMAL & CO.	78,86,336	78,86,336	0.10%	7,886
10.	ACESUR	45,56,475	45,56,475	0.10%	4,556
11.	Mahalaxmi Metal(P)	41,25,592	41,25,592	0.10%	4,126
12.	SitaOleificiSita SRL	15,73,666	15,73,666	0.10%	1,574
13.	Jash Steel Pvt. Ltd.	11,00,000	11,00,000	0.10%	1,100

14.	Sundry Creditors Transport	10,55,411	10,55,411	0.10%	1,055
15.	Auto Pressings & Assemblies	10,24,163	10,24,163	0.10%	1,024
16.	OM SAI ENTERPRISES	8,04,064	8,04,064	0.10%	804
17.	Anil S. Agarwal Tax Payment	6,90,889	6,90,889	0.10%	691
18.	Point Circle (S) Pte Ltd.	5,52,813	5,52,813	0.10%	553
19.	Amba Enterprises	5,52,525	5,52,525	0.10%	553
20.	Bharat Iron Syndicate	5,00,000	5,00,000	0.10%	500
21.	Creditors for Capital Goods (SDPL Leela JV)	4,96,158	4,96,158	0.10%	496
22.	Chetan R. Pathak	4,65,750	4,65,750	0.10%	466
23.	K K Steel	4,00,000	4,00,000	0.10%	400
24.	Bhaven R. Pathak	3,72,600	3,72,600	0.10%	373
25.	Spartan Engineering Industries Pvt Ltd	3,23,910	3,23,910	0.10%	324
26.	Nirmala Cargo Movers	3,05,254	3,05,254	0.10%	305
27.	Pinakin Logistic	2,55,923	2,55,923	0.10%	256
28.	3 S Steel Corporation	2,39,044	2,39,044	0.10%	239
29.	DAYLA PRECISION	1,88,493	1,88,493	0.10%	188
30.	Sumul Jewellers	1,75,000	1,75,000	0.10%	175
31.	Kailash Vahan Udyog Ltd	1,34,564	1,34,564	0.10%	135
32.	Yeshshree Press Comps Pvt. Ltd.	1,29,164	1,29,164	0.10%	129
33.	Warade Tools Pvt Ltd	1,07,596	1,07,596	0.10%	108
34.	Sunny Engineers	99,277	99,277	0.10%	99

35.	Anil S. Agarwal & Co.	94,688	94,688	0.10%	95
36.	Tricare Services Pvt. Ltd.	59,107	59,107	0.10%	59
37.	Sharp Manpower Services	58,650	58,650	0.10%	59
38.	S.N. DOSHI	36,000	36,000	0.10%	36
39.	Precision Stamping Unit III	34,256	34,256	0.10%	34
40.	KRISHNA INDUSTRIES	26,000	26,000	0.10%	26
41.	Mitsom Enterprises Pvt Ltd	25,743	25,743	0.10%	26
42.	Arvind Shankarrao Kashid	25,500	25,500	0.10%	26
43.	Accrete Electromech Pvt. Ltd.	24,394	24,394	0.10%	24
44.	ACE Engineering Soluations India Pvt. Ltd	18,945	18,945	0.10%	19
45.	Transliner Maritime	16,316	16,316	0.10%	16
46.	Dyna-K Automotive Stampings Pvt Ltd (B)	12,645	12,645	0.10%	13
47.	Cummins india ltd - Katkewadi	8,772	8,772	0.10%	9
48.	EFFRELCOMP	1,090	1,090	0.10%	1
49.	Future Generali India General Insurance Co. Ltd	120	120	0.10%	0
50.	Enversys Greentek Solutions	10	10	0.10%	0
	Total	30,48,95,152	29,43,63,368		2,94,363

3. Resolution Applicant proposes to pay a sum of Rs. **2,94,363/-** (Rupees Two Lacs Ninety Four Thousand Three Hundred and Sixty Three only).

4. The Schedule of payment to operational creditors shall be as follows:

Period of Payment	Mode	Amount (Rs)
Within 30 days from the date of the order of the Hon'ble NCLT approving the Resolution Plan	To be paid out the Resolution Applicant from his own source of funds	2,94,363

5. All the Operational Creditors as listed above shall be paid as mentioned in the table above as and by way of full and final settlement of their dues against Corporate Debtor upon approval of Resolution Plan by the NCLT as in the aforesaid manner and no further claim/liability (whether contingent or otherwise) shall be allowed for the same.

d. **Treatment of Claims Received From Operational Creditors Belatedly and Rejected by RP**

1. The following operational creditors had submitted their claims with the RP belatedly whereas the same were rejected by the RP as the earlier Resolution Plan was already approved by the COC members and was pending before Adjudicating Authority for approval of the same.
2. These claims are not payable in accordance with law. However, in order to avoid any further dispute and also in view of the fact

that there is amendment to the plan proposed the Resolution Applicant is desirous to provide for these amounts as well which are either subject matter of the pending application before Hon'ble NCLT or in fact filed before RP at a belated stage and therefore rejected. These claims are being treated in following manner :-

Sr. No.	Name of the Creditor	Amount Claimed	%	Resolution Amount Rs.
1.	Deputy commissioner of State Tax (Department Of Goods And Services Tax)	3,66,13,811	0.10%	36,614
2.	Principle Commissioner, Central Tax, Pune-I	25,90,99,922	0.10%	2,59,100
3.	Deputy Commissioner of State Tax	74,79,041	0.10%	7,479
	Total	30,31,92,774		3,03,193

4. Deputy commissioner of State Tax (Department Of Goods And Services Tax) has also filed an Interlocutory Application no 3399 of 2022 before the Hon'ble NCLT, Mumbai Bench for admission of their claim.

5. The Resolution Applicant has provided for payments to the said operational creditors under the Resolution Plan in line with the payments made to the other Operational Creditors.

e. **Statutory Dues Pertaining To Employee's State Insurance Corporation**

Total claim amount of outstanding Statutory Dues pertaining to **EMPLOYEE'S STATE INSURANCE**

CORPORATION (ESIC) as per Information Memorandum is Rs. 2,32,545/- (Rupees Two Lakh Thirty Two Thousand Five Hundred and Forty Five only) claim received and admitted.

I. Payment Schedule Of The Statutory Dues Pertaining To Employee's State Insurance Corporation

1. Total amount of dues towards Statutory Dues pertaining to **EMPLOYEE'S STATE INSURANCE CORPORATION** as per claim admitted by the RP are Rs. 2,32,545/- (Rupees Two Lakh Thirty Two Thousand Five Hundred and Forty Five only). The Resolution Applicant propose to pay a sum of Rs. 2,32,545/- (Rupees Two Lakh Thirty Two Thousand Five Hundred and Forty Five only) for Statutory Dues pertaining to Employee's State Insurance Corporation

2.The Schedule of payment towards Statutory Dues pertaining to Employee's State Insurance Corporation shall be as follows:

Period of Payment	Mode	Amount (Rs)
Within 30 days from the date of the order of the Hon'ble NCLT approving the Resolution Plan	To be paid out the Resolution Applicant from his own source of funds	2,32,545

3. The dues and claims of the Statutory Dues pertaining to Employee's State Insurance Corporation against the

Corporate Debtor other than what is agreed to be paid by the Resolution Applicant shall stand waived in terms of Clause No. 37(I) of Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016.

4. No further claim/liability (whether contingent or otherwise) shall be allowed and/or paid for the same, including but not limited to, any dues/claims/liabilities/charges/penalties/interest pertaining to Employee's State Insurance Corporation and any other statutory due/s which may have accrued but not disclosed in the Books of Accounts of the Corporate Debtor.

f. **Other Creditors Of Corporate Debtor**

I. Total amount of outstanding due to Other Creditors of Corporate Debtor as per Information Provided by IRP and according to books of accounts of CD being Rs. 26,00,000/- (Rupees Twenty Six Lacs only) as per table given below:

Sr. No.	Particulars	Net Amount as per books of accounts
1.	Arihant Scrap Suppliers	6,00,000
2.	Shinde Developers Pvt. Ltd	20,00,000
	TOTAL	26,00,000

These creditors have not filed their claim but are appearing in the books of accounts of corporate debtor.

g. **The Terms Of Payment To Other Creditor**

1. The Other Creditor will assign the entire receivable from the Corporate Debtor to the Resolution Applicant for a consideration of Rs. 2,600/- (Rupees Two Thousand and Six Hundred only).
2. **Total outstanding being Rs. 26,00,000/- (Rupees Twenty Six Lacs only) would be settled by Resolution Applicant in the under mentioned manner:**

Sr. No.	Particulars	Net Amount as per books of accounts	%	Resolution Amount
1.	Arihant Scrap Suppliers	6,00,000	0.10%	600
2.	Shinde Developers Pvt. Ltd	20,00,000	0.10%	2,000
	TOTAL	26,00,000		2,600

3. **Resolution Applicant proposes to pay a sum of Rs. 2,600/- (Rupees Two Thousand and Six Hundred only).**
4. The Schedule of payment to other creditors shall be as follows:

Period of Payment	Mode	Amount (Rs)
Within 30 days from the date of the order of the Hon'ble NCLT approving the Resolution Plan	To be paid out the Resolution Applicant from his own source of funds	2,600

5. The structure of the Resolution Plan is such that the feasibility and viability of the implementation of the Resolution Plan is not dependent upon the success, failure or otherwise of the business operations of the CD. The payments contemplated under the Resolution Plan do not depend on the operations of the CD thereafter and are independently sourced.
6. All the Other Creditors as listed above shall be paid as mentioned in the table above in full and final settlement on assignment of their dues against Corporate Debtor upon approval of Resolution Plan by the NCLT as in the aforesaid manner no further claim/liability (whether contingent or otherwise) shall be allowed for the same.

h. **Contingent Liabilities Of Corporate Debtor:**

As per the information provided by RP, a show cause notice has been served on the corporate debtor by Joint Commissioner (AE), Pune-1 Central GST Commissionerate, Pune dated 30th December, 2021 under The Central Goods & Services Tax Act 2017. We understand that the said proceedings are pending before the above-mentioned authority. and we propose to pay Rs 1,00,000/- (Rupees One Lakhs Only) as full and final settlement towards any Tax liability, Interest, Penalty that may arise as the outcome of any of such proceedings/order/.

Amount of Rs 1,00,000/- (Rupees One Lakh Only) will be paid within 1 month of passing of such order or approval of resolution plan by Hon'ble NCLT whichever is later out of the own funds of resolution applicant.

- I. All the contingent liabilities which may or may not have been confirmed in past, during or before the CIRP or even may be confirmed in the time to come are proposed

to be waived off fully.

II. Even any other known or unknown liabilities (whether recorded or not recorded in books) are proposed to be waived off fully.

III. No further claim/liabilities (whether contingent or otherwise) shall be allowed and/or paid, including but not limited to:

- (1) Machinery Suppliers Dues,
- (2) Service Dues,
- (3) Licenses Renewals,
- (4) Electricity dues,
- (5) Water dues,
- (6) Compensation to any employees,
- (7) Store Supplies,
- (8) Sundry Dues,
- (9) Any Tax, Levies, Interest, penalty/ies arising out any assessment, proceedings that are carried out by any of the government department.
- (10) Any Penalty/ies under any Power Purchase Agreement (subsisting or otherwise)
- (11) Any other loans (secured or unsecured) taken by the Corporate Debtor, shares subscribed, advances and/or guarantees given by the Corporate Debtor as a packaged scheme of incentives

I. Principal Dues: The principal outstanding of the claims/liabilities/dues as stated hereinabove shall be waived in totality and necessary directions may be passed to the concerned authorities directing them to waive off the said dues.

II. Interest, Penalty and Demurrages Dues: To waive penal interest, simple interest, compound interest, penalties, damages charged if any (whether provided or not provided in the Books of Corporate Debtor) as the liability of the Company as on the date of approval of this Resolution Plan.

7. **Provision For Supervision Of Resolution Plan And Its Implementation:**

- I. Subject to approval of Committee of Creditors and Adjudicating Authority, the Resolution Applicant shall supervise the implementation and execution of Resolution Plan.
- II. Further, it is proposed that the implementation of the Resolution Plan shall be monitored by a Monitoring Committee consisting of representatives of various stakeholders involved.

III. Proposed **Composition of Monitoring Committee** is as under:

	Member	Designation	Remuneration	Tenure
1	Resolution Professional	Chairman	50,000/month	From the date of approval of Resolution Plan by Hon'ble NCLT Till Successful Completion of Resolution Plan as certified by the Committee
2	Resolution Applicant	Member	-	
3	Resolution Applicant	Member	-	
4	Representative of the Bank (Financial Creditors)	Member	10,000/month	
5	Representative of the Bank (Financial Creditors)	Member	10,000/month	

8. **The Compliance of The Resolution Plan:**

Section of the Code / Regulation No.	Requirement with respect to Resolution Plan	Clause of Resolution Plan	Compliance (Yes / No)
25(2)(h)	Whether the Resolution Applicant meets the criteria approved by the CoC having regard to		Yes

	the complexity and scale of operations of business of the CD?		
Section 29A	Whether the Resolution Applicant is eligible to submit resolution plan as per final list of Resolution Professional or Order, if any, of the Adjudicating Authority?	Affidavit by Resolution Applicant	Yes
Section 30(1)	Whether the Resolution Applicant has submitted an affidavit stating that it is eligible?	Appendix 7	Yes
Section 30(2)	Whether the Resolution Plan- (a) provides for the payment of insolvency resolution process costs? (b) provides for the payment to the operational creditors? (c) provides for the payment to the financial creditors who did not vote in favour of the resolution plan? (d) provides for the management of the affairs of the corporate debtor? (e) provides for the implementation and supervision of the resolution plan? (f) contravenes any of the provisions of the law for the time being in force?	Part C Point C-2 Part C Point C-5 Part C Point C-3, VII Part C, Point C-14 Part C, Point C-15 Part F	Yes Yes Yes Yes Yes Yes
Section 30(4)	Whether the Resolution Plan (a) is feasible and viable, according to the CoC? (b) has been approved by the CoC with 66% voting share?		Yes Yes, the said Resolution Plan has been Approved unanimously by 100% voting.
Section 31(1)	Whether the Resolution Plan has provisions for its effective implementation plan, according to the CoC?	Part C Point C-13	Yes

Regulation 35A	Whether the Resolution Professional made a determination if the corporate debtor has been subjected to any transaction of the nature covered under sections 43, 45, 50 or 66, before the one hundred and fifteenth day of the insolvency commencement date, under intimation to the Board?		No such transactions.
Regulation 38(1)	Whether the amount due to the operational creditors under the resolution plan has been given priority in payment over financial creditors?	Part C, Point C-5, IV (4)	Yes
Regulation 38(1A)	Whether the resolution plan includes a statement as to how it has dealt with the interests of all stakeholders?	Part C, Point C-13, III	Yes
Regulation 38(1B)	<p>(i) Whether the Resolution Applicant or any of its related parties has failed to implement or contributed to the failure of implementation of any resolution plan approved under the Code.</p> <p>(ii) If so, whether the Resolution Applicant has submitted the statement giving details of such non-implementation?</p>	<p>Part F</p> <p>NA</p>	<p>No</p> <p>NA</p>
Regulation 38(2)	Whether the Resolution Plan provides:		
	(a) the term of the plan and its implementation schedule?	C-13 Point I	Yes
	(b) for the management and control of the business of the corporate debtor during its term?	C-14	Yes
	(c) adequate means for supervising its implementation?	C-15	Yes
38(3)	Whether the resolution plan demonstrates that –		
	(a) it addresses the cause of default?	C-1	Yes
	(b) it is feasible and viable?		Yes
	(c) it has provisions for its effective implementation?	C-14, III & IV	Yes
	(d) it has provisions for approvals required and the timeline for the same?	C-9, Clause IV, Point-4	Yes
			Yes

	(e) The Resolution Applicant has the Capability to Implement the Resolution Plan?		
39(2)	Whether the RP has filed applications in respect of transactions observed, found or determined by him?		There are no such Transactions. Hence, the RP has not filed any application.
Regulation 39(4)	Provide details of performance security received, as referred to in sub-regulation (4A) of regulation 36B.	Appendix 3	Yes, Rs. 2,00,00,000/- has been deposited on 12.01.2022 in form of RTGS in the CIRP Account.
Regulation 39(1) C	An undertaking by the prospective resolution applicant that every information and records provided in connection with or in the resolution plan is true and correct and discovery of false information and record at any time will render the applicant ineligible to continue in the corporate insolvency resolution process, forfeit any refundable deposit, and attract penal action under the Code	Please Refer Appendix No. 4	Yes

9. **Observations and Findings:**

We have carefully examined the Resolution Plan as detailed above and find that it complies with the statutory provisions of the Code and the Regulations framed thereunder in the following terms:

- i. As per IBC Code 30(2)(a) – A Resolution Plan provides for the payment of insolvency resolution process costs in a manner

specified by the Board in priority to the payment of other debts of the corporate debtor.

- ii. As per Section 30(2)(b), the Resolution plan provides for the payment of the Operational Creditors an amount which shall not be less than liquidation value or the amount that would have been paid to such creditors if the amount to be distributed under the Resolution Plan is distributed in accordance with priority under Section 53(1), whichever is higher.
- iii. The Resolution Applicant has agreed that dissenting financial creditors shall be paid in priority and not less than the value they would have been paid in the event of liquidation of the Corporate Debtor.
- iv. The plan provides for the management of the affairs of the Corporate Debtor after approval of the Resolution Plan. Section 30(2)(c).
- v. The plan provides for a term of the plan, implementation schedule and supervision of the Resolution Plan under Section 30 (2) (d) & Regulation 38(2)(c).
- vi. The Resolution Plan does not contravene any of the provisions of the law for the time being in force - Resolution Plan provides for the implementation and supervision of the resolution plan as per Section 30(2) (e)
- vii. The Resolution Applicant has given a declaration that the Resolution Plan does not contravene any provisions of the law for the time being in force as per Section 30(2)(f).
- viii. As per IBBI Guidelines 38(1)(b) - the amount payable under a Resolution Plan -to the financial creditors, who have a right to vote under sub-section (2) of section 21 and did not vote in favour of the Resolution Plan, shall be paid in priority over financial creditors who voted in favour of the plan.

- ix. The resolution applicant or any of its related parties has not failed to implement or contributed to the failure of implementation of any other resolution plan approved by the Adjudicating Authority at any time in the past.
- x. The Resolution Plan is in compliance of the Regulation 38 of the Regulations in terms of Section 30(2)(f) as under:
 - a. The amount due to the operational creditors under a resolution plan shall be given priority in payment over financial creditors. Regulation 38(1).
 - b. The Resolution Plan has all the adequate means of supervising of the implementation of the Plan as required under Regulation 38(2) (c), of the IBBI, Insolvency resolution process for corporate persons, Regulation 2016.
 - c. Provides for the payment of CIRP Costs in priority to the repayment of any other debts of the Company (Regulation 38(1)(a)).
 - d. Provides for the manner of implementation and supervision of the Resolution Plan and adequate means for implementation and supervision of the Resolution Plan.
 - e. The amount payable under the resolution plan to the Financial Creditors, who have right to vote under sub-section (2) of section 21 and did not vote in favor of the resolution plan, shall be paid in priority over financial creditors who voted in favour of the plan.
 - f. The Resolution Applicant confirms that to the best of the knowledge of the Resolution Applicant, the Resolution Plan is not in contravention of the provisions of Applicable Law and is in compliance with the Code and the CIRP Regulations.
 - g. The Resolution Applicant confirms that the Resolution Applicant and its connected persons are not disqualified

from submitting a resolution plan under Section 29A of the Code and other provisions of the Code and any other Applicable Law.

- h. The plan provides for the management and control of the business of the Corporate Debtor during its term.
- i. All the above factors demonstrate that the plan address as the cause of default and the Resolution Applicant has the capacity to implement the Resolution Plan.
- j. That the Resolution Applicant or any of its related parties has never failed to implement or contributed to the failure of implementation of any other Resolution Plan approved by the Adjudicating Authority at any time in the past. This is in compliance of Regulation 38(1)(b) of the Regulations.
- k. The interests of all stakeholders (including Financial Creditors, Operational Creditors and other creditors, guarantors, members, employees and other stakeholders of the Company, keeping in view the objectives of the Code (Regulation 38(1A)).

10. So far as the scope and jurisdiction of this Bench is concerned the same is quite limited, while considering a Resolution Plan for approval. In ***K. Sashidhar v. Indian Overseas Bank & Others: 2019 SCC Online SC 257 (2019) 12 SCC 150*** the Hon'ble Apex Court held that if the CoC had approved the Resolution Plan by requisite percent of voting share, then as per section 30(6) of the Code, it is imperative for the Resolution Professional to submit the same to the Adjudicating Authority (NCLT). On receipt of such a proposal, the Adjudicating Authority is required to satisfy itself that the Resolution Plan as approved by CoC meets the requirements specified in Section 30(2). The Hon'ble Court observed that the role of the NCLT is 'no more and no less'. The Hon'ble Court further held that the discretion of the

Adjudicating Authority is circumscribed by Section 31 and is limited to scrutiny of the Resolution Plan “as approved” by the requisite percent of voting share of financial creditors. Even in that enquiry, the grounds on which the Adjudicating Authority can reject the Resolution Plan is in reference to matters specified in Section 30(2) when the Resolution Plan does not conform to the stated requirements.

11. In ***India Resurgence Arc Private Limited vs. Amit Metaliks Limited and Ors. (2021)*** the Hon’ble Apex Court held that the process of consideration and approval of resolution plan is essentially within the commercial wisdom of Committee of Creditors (CoC). The scope of judicial review remains limited under Section 30(2) of the Insolvency and Bankruptcy Code (IBC), 2016 by which the court would examine that the resolution plan does not contravene any statutory provisions and it conforms to such other requirements as may be specified by the Board. The court held that the process of judicial review cannot be stretched if all the above-mentioned requirements have been duly complied with and that dissenting financial creditor, expressing dissent over the value of security interest held by it, cannot seek to challenge an approved Resolution Plan. Lastly, it was held that Section 30 of the IBC, 2016 only amplified the considerations for the CoC while exercising its commercial wisdom so as to take an informed decision in regard to the viability and feasibility of resolution plan, with fairness of distribution amongst similarly situated creditors; and that the business decision taken in exercise of the commercial wisdom of CoC does not call for interference unless creditors belonging to a class being similarly situated are denied fair and equitable treatment.
12. The Hon’ble Apex Court at para 42 in ***Committee of Creditors of Essar Steel India Limited Vs. Satish Kumar Gupta & Ors.: (2019) SCC Online***, has clearly laid down that the Adjudicating Authority

would not have power to modify the Resolution Plan which the CoC in their commercial wisdom have approved.

*“Para 42- Thus, it is clear that the limited judicial review available, which can in no circumstance trespass upon a business decision of the majority of the Committee of Creditors, has to be within the four corners of section 30(2) of the Code, insofar as the Adjudicating Authority is concerned, and section 32 read with section 61(3) of the Code, insofar as the Appellate Tribunal is concerned, the parameters of such review having been clearly laid down in **K. Sashidhar** (supra).”*

13. In view of the above cited case law, the legislature has given paramount importance to the commercial wisdom of committee of creditors (CoC) and the scope of judicial review by the Adjudicating Authority (AA) is limited to the extent of scrutiny provided under section 31 of Code and the direction of the Appellate Authority is limited to the extent provided under sub-section (3) of section 61 of the Code.
14. In view of the discussions and the law thus settled, this Bench is of the considered view that the instant Resolution Plan meets the requirements of Section 30(2) of the Code and Regulations 37, 38, 38(1A) and 39(4) of the Regulations. The Resolution Plan is not in contravention of any of the provisions of Section 29A of the Code and is in accordance with law. The Resolution Plan is feasible and viable. Resolution Applicant has agreed to pay the full CIRP costs and also future costs, if any, as certified by the Resolution Professional and CoC. The Resolution Plan balances the interest of all the stakeholders and thus it deserves to be approved. Accordingly, the plan is approved in the following terms:

ORDER

- a) The Interlocutory Application No. 750 of 2022 is **allowed**. The Resolution Plan submitted by **M/s Ritzee-Pritesh Mehta JV**, is hereby approved. **It shall become effective from this date and shall form part of this order.** It shall be binding on the Corporate Debtor, its employees, members, creditors, including the Central Government, any State Government or any local authority to whom a debt in respect of payment of dues arising under any law for the time being in force is due.
- b) The resolution plan, approved hereby, shall form part of this order.
- c) The approval of the Resolution Plan shall not be construed as waiver of any statutory obligations of the Corporate Debtor and shall be dealt by the appropriate Authorities in accordance with law. It is seen that the Resolution Applicant has sought several dispensations, concessions and waivers. Any waiver sought in the Resolution plan shall be subject to approval by the Authority concerned in the light of the Judgment of Supreme Court in **Ghanshyam Mishra and Sons Private Limited v/s. Edelweiss Asset Reconstruction Company Limited**, the relevant para's of which are extracted herein below:

“on the date of approval of the Resolution Plan by the Adjudicating Authority, all such claims, which are not a part of resolution plan, shall stand extinguished and no person will be entitled to initiate or continue any

proceedings in, respect to a claim, which is not part of the resolution plan.”

“95. (i) Once a resolution plan is duly approved by the adjudicating authority under sub-section (1) of Section 31, the claims as provided in the resolution plan shall stand frozen and will be binding on the corporate debtor and its employees, members, creditors, including the Central Government, any State Government or any local authority, guarantors and other stakeholders. On the date of approval of resolution plan by the adjudicating authority, all such claims, which are not a part of the resolution plan shall stand extinguished and no person will be entitled to initiate or continue any proceedings in respect to a claim, which is not part of the resolution plan;

(ii) 2019 Amendment to Section 31 of the I&B Code is clarificatory and declaratory in nature and therefore will be effective from the date on which the Code has come into effect;

(iii) consequently, all the dues including the statutory dues owed to the Central Government, any State Government or any local authority, if not part of the resolution plan, shall stand extinguished and no proceedings in respect of such dues for the period prior to the date on which the adjudicating authority grants its approval under Section 31 could be continued.”

- d) The Memorandum of Association (MoA) and Articles of Association (AoA) shall accordingly be amended and filed with the Registrar of Companies (RoC), concerned for information

and record. The Resolution Applicant, for effective implementation of the Plan, shall obtain all necessary approvals, under any law for the time being in force, within such period as may be prescribed.

- e) The moratorium under Section 14 of the Code shall cease to have effect from this date.
- f) The Monitoring Committee shall supervise the implementation of the Resolution Plan and the Applicant shall file status of its implementation before this Authority from time to time, preferably every quarter.
- g) The Applicant shall forward all records relating to the conduct of the CIRP and the Resolution Plan to the IBBI along with copy of this Order for information.
- h) The Applicant shall forthwith send a copy of this Order to the CoC and the Resolution Applicant for necessary compliance.
- i) The Resolution Professional shall submit the records collected during the commencement of the proceedings to the Insolvency & Bankruptcy Board of India for their record.
- j) The Resolution Professional shall stand discharged from his duties with effect from the date of this Order, save and except those duties that are enjoined upon him for implementation of the approved Resolution Plan.

- k) The Registry is directed to send copies of the order forthwith to all the parties and their Ld. Counsel for information and for taking necessary steps.
- l) The Interlocutory Application **No. 750 of 2022** is accordingly **allowed and disposed of.**

SD/-

MADHU SINHA
MEMBER (TECHNICAL)

/Abhay/LRA

SD/-

REETA KOHLI
MEMBER (JUDICIAL)