NATIONAL COMPANY LAW TRIBUNAL

CHANDIGARH BENCH (COURT-I), CHANDIGARH

IA(IBC) 1100(CH)2023

In

CP (IB) No. 49/Chd/Pb/2019

(Admitted)

(An Application under Section 30(6) of the Insolvency and Bankruptcy Code, 2016 read with Rule 11 of the National Company Law Tribunal Rules, 2016)

IA(IBC)(PLAN)/1100/(CH)/2023

Mr. Rajeev Bhambri
Resolution Professional of
Future Colonizers & Construction Limited
Office at: SCO 9, 2nd Floor, Jandu Tower, Miller Ganj,
Ludhiana - 141003 ...Applicant

IN THE MATTER OF:

Master Trust Limited

...Petitioner/Financial Creditor

Versus

Future Colonizers & Construction Limited **...Corporate** Debtor

Order delivered on: 13.08.2026

Present:-

For the Applicant: Mr. Karanveer Jindal, Advocate
Mr. Rajeev Bhambri, Resolution Professional (Online)

<u>CORAM:</u> **MR. KHETRABASI BISWAL, HON'BLE MEMBER (JUDICIAL)**
MR. SHISHIR AGARWAL, HON'BLE MEMBER (TECHNICAL)

ORDER

The present Application, bearing IA(IBC)(PLAN)/1100/(CH)/2023, has been filed by Mr. Rajeev Bhambri, Resolution Professional (hereinafter referred to as the "RP/Applicant") of Future Colonizers & Construction Limited (hereinafter referred to as the "Corporate Debtor" or "CD") under Section 30(6) of the Insolvency and Bankruptcy Code, 2016 (hereinafter referred to as the "Code" or "IBC"), read with Rule 11 of the National Company Law Tribunal Rules, 2016 for seeking approval of the Resolution Plan of M/s Master Trust Limited (hereinafter referred to as the "Successful Resolution Applicant" or "SRA") as approved by the Committee of Creditors ("CoC") along with its subsequent addenda.

2. Brief facts of the case, which are relevant for adjudication of the present Application, are set out hereunder:

(i) The Corporate Debtor, Future Colonizers & Construction Limited (CIN: U70102PB2008PLC031664), having its registered office at Rani di Kothi, H.No. 263, Ward No. 12, Opposite PWD Rest House, Sangrur, Punjab – 148001, was admitted into Corporate Insolvency Resolution Process ("CIRP") vide order of this Adjudicating Authority dated 13.10.2022, passed in CP (IB) No. 49/Chd/Pb/2019 filed under Section 7 of the Code by Master Trust Limited, Financial Creditor.

(ii) Mr. Rajeev Bhambri (IBBI Registration No. IBBI/IPA-002/IP-N00152/2017-18/10399) was appointed as the Interim Resolution Professional ("IRP") vide Order dated 13.10.2022.

(iii) A Public Announcement inviting claims from creditors was made by the IRP on 15.10.2022 in "Financial Express" (English) and "Akali Patrika" (Punjabi), in Form A, in terms of Sections 13 and 15 of the Code read with Regulation 6(1) of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 ("IRPC Regulations"), and was also uploaded on the IBBI website on the same date.

(iv) Intimation of commencement of insolvency was sent to the CD and its directors on 17.10.2022, and to the VAT/GST and Income Tax Departments on 25.10.2022.

(v) In pursuance of the said Public Announcement, claims were received and the CoC was constituted on 04.11.2022 with a total admitted financial debt of Rs. 18,11,01,229/-, comprising the following Financial Creditors:

Financial Creditor	**Amount Admitted (Rs.)**	**Voting Share (%)**
Master Trust Limited	16,54,41,809	91.3532%
Vision Investments	1,46,13,725	8.0694%
Punjab and Sind Bank	10,45,695	0.5774%
Total	**18,11,01,229**	**100.0000%**

(vi) In its 1st meeting held on 10.11.2022, the CoC, with 100% voting share, confirmed the appointment of Mr. Rajeev Bhambri as the Resolution Professional (RP) of the Corporate Debtor.

(vii) Invitation for Expression of Interest (EOI) in Form G was published on 10.12.2022 in "Financial Express" (English) and "Desh Sewak" (Punjabi), and uploaded on the IBBI website, in terms of Section 25(2)(h) of the Code. The last date for submission of EOI was 25.12.2022.

(viii) The Information Memorandum, Evaluation Matrix and Request for Resolution Plan (RFRP) were issued to eligible Prospective Resolution Applicants (PRAs) on 09.01.2023. The Provisional List of PRAs was issued on 04.01.2023, and the Final List, comprising four PRAs, was issued on 19.01.2023, namely:

(a) Gala Finance and Investment Private Limited;

(b) Shivalik Securities Private Limited;

(c) Master Trust Limited; and

(d) Sh. Harbans Singh s/o Sh. Dhani Ram.

(ix) The last date for submission of Resolution Plans was 08.02.2023, on which date three PRAs – Gala Finance and Investment Private Limited, Shivalik Securities Private Limited, and Master Trust Limited submitted their respective Resolution Plans in sealed envelopes together with soft copies.

(x) The Resolution Plans were placed before the CoC in its 5th meeting held on 09.02.2023. The RP apprised the CoC of the fair value of Rs. 61,59,332/- and the liquidation value of Rs. 49,34,332/- (being the average of the valuations furnished by the two Registered Valuers, Mr. Gurmeet Singh and Mr. Bhavin Patel).

(xi) The PRAs were afforded an opportunity to revise their financial offers in terms of the Evaluation Matrix. Master Trust Limited revised its plan value upward from Rs. 35,00,000/- to Rs. 50,00,000/-, which was the highest offer received.

(xii) The CoC, upon evaluating the technical and commercial terms of the plan, unanimously approved the Resolution Plan of Master Trust Limited with 100% voting share. Minutes of the 5th CoC meeting are annexed as Annexure A-1 to the Application.

(xiii) Pursuant to the approval of the CoC, the Successful Resolution Applicant furnished Performance Security in terms of Regulation 36B(4A) read with Regulation 39(4) of the CIRP Regulations. An amount of Rs. 5,00,000/- deposited by the SRA vide DD No. 128402 dated 07.02.2023 drawn on HDFC Bank, at the stage of submission of the plan, has been adjusted and treated as Performance Security, evidence whereof, being the statement of the RP's Kotak Bank account, is annexed as Annexure A-4.

(xiv) The present Application under Section 30(6) of the Code was filed on 28.03.2023, being the 166th day of the CIRP, i.e., well within the statutory period of 180 days expiring on 10.04.2023.

(xv) During the pendency of the present Application, the Applicant filed the following additional affidavits in compliance with the directions of this Adjudicating Authority from time to time:

(a) Additional Affidavit dated 20.09.2024, filed in compliance with order dated 04.09.2024, furnishing a reconciliation statement (Annexure A-1) comparing the last audited balance sheet of the CD as on 31.03.2022 (audited by M/s Vibhor Garg & Co.) with the provisional unaudited balance sheet as on the CIRP initiation date, i.e., 12.10.2022.

(b) Additional Affidavit dated 10.12.2024, filed in compliance with order dated 26.11.2024, clarifying the position regarding land situated at Village Mattewara and compliance with Regulation 6A of the CIRP Regulations (Annexure A-5), dealt with in greater detail below.

(c) Additional Affidavit dated 03.06.2026, filed in compliance with order dated 16.04.2026, whereby the SRA submitted an Addendum and Undertaking dated 01.06.2026 addressing the claim raised by the Employees' Provident Fund Organisation (EPFO), dealt with in greater detail below.

(d) Additional Affidavit dated 02.07.2026, filed in compliance with order dated 01.07.2026, whereby the SRA submitted a further Addendum and Undertaking dated 02.07.2026 modifying the beneficiary of certain recoveries under the Resolution Plan, dealt with in greater detail below.

(xvi) It is noted that Mr. Pradeep Kumar, suspended director/promoter of the Corporate Debtor, filed IA No. 634 of 2024 in March 2024, objecting to the approval of the Resolution Plan on the ground that land situated at Village Mattewara, Ludhiana, had not been considered while valuing the assets of the Corporate Debtor. In response, the RP has placed on record that: (a) the said land does not find mention in the balance sheets of the CD since the financial year 2009-10; (b) the said promoter himself represented, in the 1st CoC meeting held on 10.11.2022 and by e-mail dated 11.11.2022, that the CD held no immovable property; and (c) the sale deed by which the CD purportedly acquired the land was declared illegal, null and void, without consideration, and was set aside by the Court of the Addl. District Judge, Ludhiana, vide order dated 28.03.2018, which is well before the commencement of CIRP.

(xvii) In these circumstances, the land in question never vested in the Corporate Debtor as a subsisting asset and its exclusion from the valuation exercise conducted by the Registered Valuers in December 2022 calls for no interference. The objection raised in IA No. 634 of 2024 was accordingly found to be devoid of merit and was dismissed.

3. The salient features of the Resolution Plan, as submitted by the SRA and approved by the CoC, together with the subsequent addenda, are set out hereunder:

(i) **Background of the SRA:** Master Trust Limited is a public limited company incorporated on 20.08.1985 under the erstwhile Companies Act, 1956 (CIN: L65991PB1985PLC006414), having its registered office at Master Chambers, 19, 3rd Floor, Feroze Gandhi Market, Ludhiana – 141001, Punjab. The SRA is a Non-Banking Financial Company registered with the Reserve Bank of India and is listed on the Bombay Stock Exchange. Its business activities comprise lending, investment/trading in securities, and real estate operations. As on 31.03.2022, the SRA had a net worth of Rs. 861.71 million, total revenue of Rs. 117.80 million and Profit After Tax of Rs. 55.83 million for FY 2021-22, reflecting adequate financial capability to implement the Plan.

(ii) **Eligibility under Section 29A:** An affidavit of eligibility under Section 29A of the Code was executed by Mr. Rajinder Kumar Singhania, Director/Authorised Representative of the SRA, on 24.12.2022 (Annexure A-2A). The RP, upon due diligence, has certified in Form H (Annexure A-3) that the SRA is not disqualified under Section 29A of the Code.

(iii) **Total Resolution Plan Value:** The Total Resolution Plan Value is Rs. 50,00,000/- (Rupees Fifty Lakhs only), as against the total admitted claim of Rs. 18,11,01,229/-, to be distributed as under:

Category	**Admitted Claim (Rs.)**	**Amount Proposed (Rs.)**	**Payout %**	**S.30(2)**
CIRP Costs	–	10,00,000	100%	(a)
Secured Financial Creditors	Nil	Nil	N/A	–
Unsecured Financial Creditors	18,11,01,229	40,00,000*	2.21%	(b)
Dissenting Financial Creditors	Nil	Nil	N/A	(b)
Operational Creditors (incl. Govt./Statutory dues)	Nil**	Nil**	N/A	(b)
Workmen & Employees	Nil	Nil	N/A	–
Related Party Creditors	2,74,41,100	Nil	0.00%	–
Equity Shareholders (paid-up capital)	23,87,850	Nil	0.00%	–
Total Plan Value		**50,00,000**		

**Subject to proportionate reduction on account of the EPFO addendum dated 01.06.2026, as recorded below. **No claims were received from Operational Creditors during CIRP; the subsequently raised EPFO claim of approximately Rs. 2.14 crores stands separately addressed by way of addendum.*

(iv) The Resolution Plan provides for payment of ₹10 lakh towards CIRP costs in priority, which remains unaffected by the EPFO liability. The minority unsecured financial creditors, namely M/s Vision Investments and Punjab & Sind Bank, having admitted claims of ₹1,46,13,725 and ₹10,45,695 respectively, are proposed to receive ₹3.23 lakh and ₹0.23 lakh, representing approximately 2.21% of their admitted claims.

(v) <u>**Payment Schedule:**</u> Rs. 5,00,000/- already stands adjusted from the Earnest Money Deposit towards CIRP Costs; a further sum of Rs. 7,50,000/- is payable within 7 days of the Effective Date; and the balance of Rs. 37,50,000/- is payable within 2 months of the Effective Date.

(vi) **Sources of Funds:** The entire Plan Value of Rs. 50,00,000/- is proposed to be contributed by the SRA from its own internal accruals and financial resources, against the issue of fresh equity shares of the Corporate Debtor to the SRA. The existing paid-up equity share capital of the Corporate Debtor (2,38,385 shares of Rs. 23,87,850/-) shall simultaneously stand reduced to zero and be extinguished.

(vii) **Effective Date and Operations Commencement Date:**

"Effective Date" means the date on which this Adjudicating Authority approves the Resolution Plan.

"Operations Commencement Date" means the 30th day from the Effective Date, or such other date as may be mutually agreed between the SRA and the CoC, being the date on which control and management of the Corporate Debtor shall stand handed over to the SRA.

(viii) **Monitoring Committee:** From the Effective Date until the Operations Commencement Date, the affairs of the Corporate Debtor shall be managed by a three-member Monitoring Committee comprising:

(a) **Mr. Harjeet Singh Arora** (nominee of the CoC, who would be the chairperson of the monitoring committee),

(b) **Mr. R.K. Singhania** (nominee of the SRA), and

(c) **Mr. Rajeev Bhambri** (the Resolution Professional),

which shall exercise the powers of the Board of Directors and shall report to this Adjudicating Authority on the progress of implementation. Decisions of the Monitoring Committee shall be taken by majority.

(ix) **<u>Business Turnaround:</u>** The Plan sets out a business turnaround strategy premised on the SRA's experience in the real estate and financial sectors, with indicative 7-year profitability projections, viz., Year 1, turnover of Rs. 130.00 lakhs and Profit After Tax of Rs. 22.57 lakhs; Year 3 – turnover of Rs. 179.40 lakhs and Profit After Tax of Rs. 25.64 lakhs; and Year 7 – turnover of Rs. 286.54 lakhs and Profit After Tax of Rs. 35.40 lakhs.

(x) **<u>Consequence of Default:</u>** In the event any condition of the Resolution Plan is not fulfilled, or any payment thereunder is delayed or not made, the Resolution Plan shall be liable to be rejected, and the Monitoring Committee shall report the same to this Adjudicating Authority with a recommendation for rejection of the Plan and initiation of liquidation. It is clarified that since the Performance Security of Rs. 5,00,000/- (Rupees Five Lakhs only) stands adjusted from the Initial Deposit/EMD and is integrated as Tranche 1 of the payment schedule, the said adjusted sum of Rs. 5,00,000/- (already physically lying in the bank account of the Corporate Debtor/RP) shall stand forfeited immediately in the event of such default. Such forfeiture shall operate as a total divestment of the SRA's rights under the Plan, and the SRA shall have no right to seek any refund, restitution, or credit for the adjusted Tranche 1 funds.

(xi) **<u>EPFO Claim Addendum:</u>** Vide Order dated 16.04.2026, this Adjudicating Authority observed that a claim of approximately Rs. 2.14 crores raised by the Employees' Provident Fund Organisation (EPFO), pertaining to the period prior to the commencement of CIRP, remained unaddressed in the Resolution Plan. In compliance therewith, the SRA submitted an Addendum and Undertaking dated 01.06.2026, ***undertaking to settle the EPFO liability, as may be finally determined, out of the total Resolution Plan value of Rs. 50,00,000/-, with the payout otherwise proposed to the Unsecured Financial Creditors being proportionately reduced to accommodate the same.*** The said Addendum was placed before the CoC and approved in its 17th meeting held on 03.06.2026 with 91.35% voting share (Punjab and Sind Bank being absent), and stands incorporated in the Resolution Plan.

(xii) Vide Order dated 01.07.2026, this Adjudicating Authority directed the RP/SRA to clarify the beneficiary of recoveries arising from the avoidance applications filed under Sections 43, 45, 50 and 66 of the Code, and from the claim of the Corporate Debtor in the ongoing CIRP of Chandigarh Overseas Private Limited. In compliance therewith, the SRA submitted a further Addendum and Undertaking dated 02.07.2026, modifying Schedule 8, Clause 21 and the corresponding clauses of the Resolution Plan ***to record that the Financial Creditors of the Corporate Debtor, and not the SRA, shall be the sole rightful claimants and beneficiaries of any and all recoveries realised from the aforesaid avoidance applications and from the Chandigarh Overseas claim.*** The said Addendum was placed before the CoC and approved in its 18th meeting held on 02.07.2026 with 99.42% voting share (Punjab and Sind Bank being absent), and stands incorporated as an integral part of the Resolution Plan.

(xiii) **Reliefs and Concessions:** The SRA has, under Schedule 10 of the Resolution Plan, sought certain reliefs, concessions and waivers, which are dealt with in the findings recorded below.

4. Compliance of the Resolution Plan with Section 30(2), Section 30(4) and Regulations of the CIRP Regulations, 2016 is as follows:

Section of the Code / Regulation No.	**Requirement with respect to The Resolution Plan**	**Compliance (Yes/No)**	**Relevant Clause of the Resolution Plan**

Section 25(2)(h)	The Resolution Applicant meets the criteria approved by the CoC, having regard to the complexity and scale of operations of the business of the CD.	Yes	
Section 29A	The Resolution Applicant is eligible to submit a resolution plan as per the final list of Resolution Professional or Order, if any, of the Adjudicating Authority.	Yes	**Para 4.3.1, Page 12 of the Resolution Plan:** *"The Resolution Applicant (s) confirms that he and connected person (s), if any, are not disqualified under Section 29A of the Code. Also, an affidavit to the effect that promoters are not ineligible under section 29 A of the Code, 2016 has been given separately as required by regulation 39 (1) (a) of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulation 2016..."(Supported by the Section 29A Eligibility Affidavit of Rajinder Kumar Singhania, Director of SRA, executed on 24.12.2022 under Annexure A-2A, Pages 90A-90B)*
Section 30(1)	The Resolution Applicant has submitted an affidavit stating that it is eligible as per the Code.	Yes	**Para 4.3.1, Page 12 of the Resolution Plan:** *"Also, an affidavit to the effect that promoters are not ineligible under section 29 A of the Code, 2016 has been given separately as required by regulation 39 (1) (a) of the IBBI..."(The SRA submitted the standalone eligibility affidavit on 24.12.2022, which is attached as Annexure A-2A, Pages 90A-90B, declaring that the applicant and*

			connected persons are compliant with all statutory criteria u/s 29A)
Section 30(2)	The Resolution Plan-		
(a)	Provides for the payment of the Insolvency Resolution Process Cost in priority.	Yes	**Para 7.1, Page 15 of the Resolution Plan (outstanding IRP Cost is Rs. 10 Lakhs)**: "(c) Section 30 (2) (a) of the Code requires payment of IRP Costs in priority to the payment of other debts. The IRP Costs to the extent remaining unpaid as on the effective date, shall be paid in priority over payments to other Creditors."
(b)	Provides for the payment to the operational creditors.	Yes	**Para 7.3, Page 17 of the Resolution Plan:** *"(a) The Information Memorandum issued by the Resolution Professional to the Resolution Applicant states that no claim has been filed by any Operational Creditor. Therefore, the amount payable to operational creditors of the Corporate Debtor ("Operational Creditors") is Nil."(Form H Page 94, Item 30(2)(b) confirms Nil Operational Creditor claims were filed)*
(c)	Provides for the payment to the financial creditors who did not vote in favor of the resolution plan?	Yes	**Para 7.1, Page 15 and Para 7.2, Page 16 of the Resolution Plan:** The CoC unanimously approved the plan with 100% voting share in favor (consisting of Master Trust Limited: 91.3532%, Vision Investments: 8.0694%, and Punjab and Sind Bank: 0.5774%). Therefore, there are no dissenting/non-voting financial creditors in this CIRP *(Minutes of 5th CoC Meeting, Page 21-22; Form H Page 92)*. If any financial creditor had dissented, their payment would be

			made in priority and rateably in accordance with Section 30(2)(b) read with Section 53 of the Code.
(d)	Provides for the management of the affairs of the Corporate Debtor after approval of the resolution plan.	Yes	**Para 22, Page 38 of the Resolution Plan:** "(a) With effect from the Operations Commencement Date, management of the Corporate Debtor shall vest in the Board of Directors. Key managerial persons comprising of professionals/experts nominated by the Resolution Applicant shall be appointed to assist the Board and manage day to day business functions of the Company. "Para 21.1, Page 34 of the Plan: "(a)(i) On and from the Operations Commencement Date, the suspended board of directors shall stand revived. Upon approval of the resolution plan by the NCLT, the suspended Board of Directors of CD shall be deemed to have been reconstituted and comprised of any new person (s) as may be appointed by Resolution Applicant..."
(e)	Provides for the implementation and supervision of the Resolution Plan.	Yes	**Para 24, Page 39 of the Resolution Plan**: *"On and from the effective date, the Monitoring Committee appointed shall be responsible for overall supervision and implementation of the Resolution Plan as approved by the Adjudicating NCLT. Monitoring Committee shall exercise the powers of the Board of Directors of the Corporate Debtor from effective date only upto the Operations Commencement Date... However, Monitoring Committee will remain in existence till the full payment is made..."(Form H Page 95, Item 30(2)(e) refers to Para 24, Page 39)*

(f)	Does not contravene any of the provisions of the law for the time being in force.	Yes	**Para 26.1, Page 40 of the Resolution Plan:** *"The terms of this Resolution Plan shall be governed by and construed in accordance with the laws of India."(Supported by the RP's confirmation in this Application for plan approval 1100/2023 under Para 22(e) on Page 12: "Resolution Plan of SRA does not contravene any of the provisions of the law for the time being in force.")*
Section 30(4)	The Resolution plan-		
(a)	is feasible and viable, according to the CoC.	Yes	**Minutes of 5th CoC Meeting, Item 4, Page 20:** "It was further noted that all the three Resolution Plans were feasible and viable. "Para 11, Page 24 of the Plan: "The plan is feasible and viable." *(Form H Page 95, Item 30(4)(a) refers to Page 6 of the Minutes of 5th Meeting of CoC)*
(b)	has been approved by the CoC with 66% voting share.	Yes	**Minutes of 5th CoC Meeting, Item 4, Page 21-22:** The CoC unanimously approved the Resolution Plan of Master Trust Limited (Successful Resolution Applicant) with a 100% voting share (Master Trust Limited: 91.3532%, Vision Investments: 8.0694%, Punjab and Sind Bank: 0.5774% — all physically present and voting in favor). *(CoC Minutes Page 21-22; Form H Page 92)*
Section 31(1)	The Resolution Plan has provisions for its effective implementation,	Yes	**Minutes of 5th CoC Meeting, Page 21:** *"RESOLVED THAT Master Trust Limited be and is hereby declared as Successful Resolution Applicant and its Resolution Plan, as placed before the*

	according to the COC.		*Committee... be and is hereby approved."(The Plan has immediate and definite funding provisions consisting of upfront payment of Rs. 7.50 Lakh and balance payout of Rs. 37.50 Lakh within 2 months of NCLT Order, overseen by the Monitoring Committee)*
Regulation 38(1)	The amount due to the operational creditors under the resolution plan has been given priority in payment over financial creditors.	Yes	No claim has been filed by any Operational Creditor as per the Information Memorandum and Form H Page 95. However, the SRA's plan complies with the priority requirement under Para 7.1(c), Page 15 of the Plan, which explicitly confirms that IRP costs and statutory operational liabilities (if any are admitted) will be paid in priority over payments to other creditors.
Regulation 38(1A)	The Resolution Plan includes a statement as to how it has dealt with the interests of all stakeholders.	Yes	**Para 14, Page 25 of the Resolution Plan:** "14. Statement under Regulation 38(1A) of the CIRP Regulations for Treatment and Interests of all Stakeholders: As set out in Clause 7 above, this Resolution Plan has dealt with interests of all stakeholders viz. financial creditors, operational creditors, employees, Central/ State Government, or other statutory authorities, regulatory bodies and shareholders of the Corporate Debtor."
Regulation 38(1B)	*(i)* Neither the Resolution Applicant nor any of its related parties has failed to implement or contributed to the failure of	Yes	**Para 4.3.2, Page 13 of the Resolution Plan:** "4.3.2 Statement under Regulation 38 (1B) of the IBC: The resolution applicant or any of its related parties has not failed to implement or not contributed to the failure of implementation of any other resolution plan approved under the

	implementation of any resolution plan approved under the Code.		IBC 2016 by the Adjudicating Authority at any time in the past."
(ii)	If so, whether the Resolution Applicant has submitted the statement giving details of such non-implementation?	NA	**Para 4.3.2, Page 13 of the Plan:** "Not applicable" as there has been no history of failure to implement any approved resolution plan by Master Trust Limited or any of its related parties.
Regulation 38(2)	The Resolution Plan provides-		
(a)	the term of the plan and its implementation schedule.	Yes	**Para 25.1, Page 39 of the Resolution Plan**: "The Resolution Plan shall be valid till the successful implementation of the resolution plan (i.e. till entire payments of Tranche 1, 2 and 3 as per resolution plan have been paid)... **Para 7.4.1, Page 19 of the Plan (Indicative Repayment Schedule):-** ***Tranche 1*** (within 7 days of CoC approval): Rs. 5.00 Lakhs (adjusted EMD)- ***Tranche 2*** (within 7 days of NCLT approval): Rs. 7.50 Lakhs (Rs. 2,50,000 to FCs, Rs. 5,00,000 to CIRP Cost)- ***Tranche 3*** (within 2 months of NCLT Order): Rs. 37.50 Lakhs (Rs. 37,50,000 to FCs)
(b)	for the management and control of the	Yes	**Para 20, Page 31-34 of the Resolution Plan**: *"The Monitoring Committee shall exercise the powers of*

	business of the corporate debtor during its term.		*the Board of Directors of the Corporate Debtor from Effective date till the Operations Commencement Date. In order to ensure that the Resolution Plan is implemented... a Monitoring Committee to supervise the same..."(Post the Operations Commencement Date, the Board is reconstituted and the management vests fully in the new directors and professional management appointed by the SRA as per Para 21.1 and Para 22)*
(c)	adequate means for supervising its implementation.	Yes	**Para 20, Page 31 of the Resolution Plan**: "Monitoring Committee shall comprise of a nominee of CoC, a nominee of the Resolution Applicant and Resolution Professional. **Para 20(iii)(g), Page 32 of the Plan:** "The Monitoring Committee shall supervise the implementation of the Resolution Plan and shall be entitled to do all such acts, deeds, matters and things as may be necessary, desirable or expedient..."
Regulation 38(3)	The Resolution Plan demonstrates that-		
(a)	It addresses the cause of default.	Yes	**Schedule 4, Page 47 of the Resolution Plan:** "The prime reason for the financial condition of the corporate debtor getting stressed, leading to eventual default was the lack of planning in implementing and executing the real estate projects. This resulted in cost over-run, high percentage of rejections. This made a

			huge financial impact and adversely affected the cash flow.. **Schedule 9, Page 54 of the Plan:** Measures to prevent future failure include (i) SRA treading cautiously with minimum debt funds and controlled overheads, (ii) enforcing a strategic planning, management, and control system to check business losses and pilferage, and (iii) deploying an experienced team in the line of business.
(b)	It is feasible and viable.	Yes	**Schedule 4 (Financial Feasibility and Viability), Pages 47-49 of the Plan:** The plan includes a structured business turnaround model and comprehensive 7-year profitability statement (Page 73 / Image 73) proving financial viability, with projected revenues starting at Rs. 130 Lakh in Year 1 and growing to Rs. 286.54 Lakh in Year 7, and positive projected net cash profit generated in each of the 7 years.
(c)	It has provisions for its effective implementation.	Yes	**Para 20, Page 31-34 of the Resolution Plan**: The Plan provides for the immediate creation of a 3-member Monitoring Committee with extensive powers to oversee implementation, supervise funds transfer, and handle operations until the handover date.
(d)	It has provisions for approvals required and the timeline of the same.	Yes	**Para 19.1, Page 31 of the Resolution Plan:** Confirms Competition Act, 2002 approvals are not required as the transaction falls below jurisdictional thresholds.

			Para 25.1(c), Page 39 of the Plan: *Provides a definite timeline for implementation: "Operations commencement date shall be the Effective Date + 30 Days..."(Form H Page 97, Item 11 confirms that no other statutory approvals are required for the implementation of the plan)*
(e)	The resolution applicant can implement the resolution plan.	Yes	**Schedule 4, Page 47 of the Resolution Plan:** *"The SRA possesses a rich experience in various businesses... Lending Activities, Trading/Investing in Securities, Sale/Purchase of Land/Properties and real estate activities etc. From last 37 years, the Resolution Applicant has had extensive experience... SRA is assisted by a team of technical, commercial and finance professionals."(Supported by Schedule 2 showing a strong net worth of Rs. 861.71 Million (Rs. 86.17 Crores) for FY 2021-22 proving high financial execution capability)*
Regulation 39(2)	Whether the RP has filed application in respect of transactions observed, found or determined by him?	Yes	**Form H Page 98, Item 14A (and IA Para 11)**: The Resolution Professional appointed CA Ruchir Singla on 04.01.2023 to conduct a transaction audit under Sections 43, 45, 50, and 66 of the Code. On 27.03.2023, the RP filed a miscellaneous application under Section 66 (Fraudulent Transactions) for recovery of Rs. 1,434.10 Lakh (Rs. 14.34 Crores) vide Diary No. 1031 (which was subsequently numbered as IA No. 1097 of 2023).
Regulation 39(4)	Provide details of performance security received	Yes	**Application 1100/2023 Para 21, Page 12 (and Form H Page 96, Item 10):** Performance security was fixed by

	as referred to in sub-regulation (4A) of Regulation 36B.		the CoC at 10% of the proposed plan value, which equals Rs. 5.00 Lakhs. The SRA deposited Rs. 5.00 Lakhs as an Initial Deposit via DD No. 128402 dated 07.02.2023 drawn on HDFC Bank. On the recommendation of the CoC, this deposit is treated as Performance Security. Verified by Kotak Bank statement (Annexure A-4, Page 100), reflecting the deposit.

5. We have heard the Learned Counsel for the RP and carefully perused the material available on record.
6. It is a settled position of law that once a Resolution Plan is approved by the CoC with the requisite majority in exercise of its commercial wisdom, the jurisdiction of the Adjudicating Authority is confined to examining whether the Plan meets the requirements of Section 30(2) of the Code. In ***K. Sashidhar v. Indian Overseas Bank, (2019) 12 SCC 150***, the Hon'ble Supreme Court held that the Adjudicating Authority is required to satisfy itself that the plan meets the requirements of Section 30(2), ***"no more and no less"***. This position was reiterated in ***Essar Steel India Ltd. (Committee of Creditors) v. Satish Kumar Gupta, (2020) 8 SCC 531***, where it was held that limited judicial review "can in no circumstances trespass upon a business decision of the majority of the CoC", and again in ***Jaypee Kensington Boulevard Apartments Welfare Association v. NBCC (India) Ltd., (2022) 1 SCC 401***, where the Court clarified that any shortcoming found on such scrutiny may only result in the plan being

remitted to the CoC for re-submission, without the Authority substituting its own commercial view.

7. On the question of statutory dues raised after approval by the CoC, the SRA's Addendum dated 01.06.2026, undertaking to discharge the EPFO claim out of the Plan Value in priority, is consistent with the protection intended for crown debts and statutory dues as explained in ***State Tax Officer v. Rainbow Papers Ltd., (2023) 9 SCC 545***, and adequately safeguards the interest of the said stakeholder within the four corners of the approved Plan.
8. On the question of personal guarantees, Clause 11(iv) of the Resolution Plan expressly records that the obligations of the erstwhile promoters/directors under personal guarantees furnished by them are excluded from discharge and shall survive the approval of the Plan. This is consistent with the law laid down in ***Lalit Kumar Jain v. Union of India, (2021) 9 SCC 321***, that approval of a resolution plan qua the corporate debtor does not, ipso facto, discharge the liability of a personal guarantor unless the plan specifically so provides.
9. Upon a conjoint reading of the Resolution Plan, the Form H compliance certificate, and the two subsequent addenda dated 01.06.2026 and 02.07.2026, both approved by the CoC with voting shares well in excess of the threshold prescribed under Section 30(4) of the Code, we are satisfied that the Resolution Plan, as so amended vide Addendum dated 01.06.2026 and alongwith the Addendum dated

02.07.2026, meets the requirements of Section 30(2) of the Code and Regulations 37 to 39 of the CIRP Regulations, that the SRA is eligible under Section 29A, and that the Plan is feasible and viable.

10. It is hereby clarified that approval of the Resolution Plan shall not be construed as waiver of any statutory obligations/ liabilities of the Corporate Debtor and shall be dealt with by the appropriate Authorities in accordance with law. Any waiver/concession/ relief sought in the Resolution Plan, shall be subject to approval by the Authorities concerned. The Corporate Debtor has to approach the Authorities concerned for such reliefs, and we trust the Authorities concerned will do the needful. "Approval of this plan by NCLT shall be deemed to be sufficient notice, which may be required to be given to any person for such matter and no further notice shall be required to be given" as per the view taken by the Hon'ble Supreme Court in the case of ***Ghanashyam Mishra and Sons Private Limited Versus Edelweiss Asset Reconstruction Company Limited in Civil Appeal No.8129/2019 with Civil Appeal No.1554/2021 and 1550-1553/2021, decided on 13.04.2021.: (2021) 9 SCC 657.*** However, the prayer for a direction to the Reserve Bank of India to upgrade the asset classification of the CD's banking accounts to "standard" is declined as lying outside the jurisdiction of this Adjudicating Authority, the SRA being at liberty to approach the concerned lender(s)/RBI directly; and the prayer for discharge of personal guarantees furnished by the erstwhile promoters/directors is

declined, the Plan itself excluding such discharge under Clause 11(iv), consistent with ***Lalit Kumar Jain v. Union of India, (2021) 9 SCC 321***.

CONCLUSION

11. For the aforesaid reasons and circumstances of the case and based on the settled position available on the issue as discussed above, both **IA No. 1100(CH)23** together with main **CP (IB) 49/Chd/Pb/2019** are allowed with the following directions ::

(i) The Resolution Plan of M/s Master Trust Limited, alongwith the Addendum dated 01.06.2026 and Addendum dated 02.07.2026, stands approved and shall be binding on the Corporate Debtor, its employees, members, creditors, including the Central Government, any State Government or local authority to whom statutory dues are owed and other stakeholders involved in the Resolution Plan, in terms of Section 31(1) of the Code.

(ii) All claims of creditors, whether admitted or not, crystallised or contingent, which do not form part of the approved Resolution Plan, shall stand permanently extinguished; provided that this extinguishment shall not extend to the personal guarantees furnished by the erstwhile promoters/directors of the Corporate Debtor, which shall survive and remain enforceable in terms of Clause 11(iv) of the Resolution Plan.

(iii) All recoveries realised pursuant to the applications filed or to be filed under Sections 43, 45, 50, and 66 of the Code and from the claim of the Corporate Debtor in the CIRP of Chandigarh Overseas Private Limited, shall enure solely to the benefit of the Financial Creditors of the Corporate Debtor, in terms of the SRA's modified Addendum and Undertaking dated 02.07.2026. All such recovered proceeds shall be distributed among the Financial Creditors pro-rata to their admitted claims in the CoC (i.e. Master Trust Limited: 91.3532%, Vision Investments: 8.0694%, and Punjab and Sind Bank: 0.5774%) through the Monitoring Committee within 30 days of any such realisation.

(iv) If the SRA fails to make payment in the manner and within the timelines envisaged in the Resolution Plan, the amounts already paid shall be forfeited, and the Monitoring Committee shall report such default to this Adjudicating Authority with a recommendation for rejection of the Plan and initiation of liquidation.

(v) The Performance Security furnished by the SRA shall remain in force until the amounts payable to the creditors under the Plan stand fully paid and the Plan is fully implemented.

(vi) If the SRA fails to make payments in the manner and within the timelines envisaged in the Resolution Plan, the Plan shall be liable to be rejected. In the event of such default, all amounts already paid or adjusted under the Resolution Plan, including the adjusted Initial Deposit/Performance Security of Rs. 5,00,000/- (disbursed as Tranche 1) and any other subsequent tranches or capital infused by the SRA, shall stand absolutely forfeited. The SRA shall have no legal right to claim a refund, adjustment, or recovery of any such forfeited sums. The Monitoring Committee shall immediately report such default to this Adjudicating Authority with a recommendation for rejection of the Plan and the initiation of liquidation of the Corporate Debtor under Section 33 of the Code.

(vii) The Memorandum and Articles of Association of the Corporate Debtor shall be amended, as necessary, and filed with the concerned Registrar of Companies for information and record. The SRA shall obtain all approvals required under any law for the time being in force, within the prescribed timelines.

(viii) The reliefs, concessions and waivers stand disposed of in the terms recorded above; no relief beyond what is so recorded is granted.

(ix) The three-member Monitoring Committee, comprising Mr. Harjeet Singh Arora, Mr. R.K. Singhania and Mr. Rajeev Bhambri, shall stand constituted with effect from the Effective Date and shall supervise implementation of the Plan until the Operations Commencement Date, whereafter the reconstituted Board of the SRA shall take over management of the Corporate Debtor.

(x) Henceforth, no creditor of the erstwhile Corporate Debtor shall be entitled to claim anything other than what is provided under the Resolution Plan, as amended.

(xi) The moratorium under Section 14 of the Code shall cease to have effect from the date of this Order.

(xii) The Applicant shall forward all records relating to the conduct of the CIRP and the Resolution Plan to the IBBI, along with a copy of this order, for information.

(xiii) The Applicant shall forthwith send a copy of this order to the CoC and to the SRA.

(xiv) The Registry is directed to furnish a free copy of this order to the parties in terms of Rule 50 of the NCLT Rules, 2016, to communicate this order to the concerned Registrar of Companies for updating the master data, and to forward a copy to the IBBI.

12. Accordingly, IA 1100 of 2023 is ***allowed*** and ***disposed of***.

SD/- SD/-

(SHISHIR AGARWAL) **(KHETRABASI BISWAL)**
MEMBER (TECHNICAL) **MEMBER (JUDICIAL)**

Yuvraj