IN THE NATIONAL COMPANY LAW TRIBUNAL
DIVISION BENCH (COURT– I) CHENNAI

ATTENDANCE CUM ORDER SHEET OF THE HEARING
HELD ON **20.09.2024** THROUGH VIDEO CONFERENCE

PRESENT: HON'BLE SHRI SANJIV JAIN, MEMBER (JUDICIAL)
HON'BLE SHRI VENKATARAMAN SUBRAMANIAM, MEMBER (TECHNICAL)

IN THE MATTER OF **:** Shriram finance Ltd
Vs
M/s MVR Shipping Services Pvt Ltd

MAIN PETITION NUMBER **:** CP(IB)/127(CHE)2023

(IA/MA) APPLICATION NUMBERS

IA(Plan)/6(CHE)/2024

ORDER

IA(Plan)/6(CHE)/2024

Present: Mr. Pranava Charan, Ld. Counsel for Applicant.

Vide separate order pronounced in Open Court. Resolution Plan is approved.

-sd-
[VENKATARAMAN SUBRAMANIAM]
MEMBER (TECHNICAL)

-sd-
[SANJIV JAIN]
MEMBER (JUDICIAL)

MS

IN THE NATIONAL COMPANY LAW TRIBUNAL,
DIVISION BENCH – I, CHENNAI

IA(IBC)(PLAN)/6/(CHE)/2024 in CP/IB/127/CHE/2023

(Filed under Sec. 30(6) & 31 of the Insolvency & Bankruptcy Code, 2016 read with Regulation 39(4) of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016)

In the matter of ***M/s. MVR Shipping Services Private Limited***

Ms.SatyadeviAlamuri

Resolution Professional of

M/s. MVR Shipping Services Private Limited

23, Lake Area, 3rd Cross Street, Nungambakkam

Chennai – 600 034

… Applicant

Present:

For Applicant *: Pranava Charan, Advocate*

CORAM:

SANJIV JAIN, MEMBER (JUDICIAL)
VENKATARAMAN SUBRAMANIAM, MEMBER (TECHNICAL)

Order Pronounced on ***20th September 2024***

ORDER

(Hearing conducted through hybrid mode)

IA(IBC)(PLAN)/6(CHE)/2024 is an Application filed by the Resolution Professional of the Corporate Debtor viz., **MVR Shipping**

Services Private Limited *(hereinafter referred to as 'Corporate Debtor')*under Section 30(6) & 31 of the Insolvency and Bankruptcy Code, 2016 (in short 'IBC, 2016') read with Regulation 39(4) of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 (in short, 'CIRP Regulation, 2016') seeking reliefs as follows;

> *(i)* *Pass an order approving the Resolution Plan submitted by the Successful Resolution Applicant in respect of the Corporate Debtor, under Section 31(1) of the Code and declare that the same shall be binding on the Corporate Debtor and its employees, members and all creditors (including the Central Government, State Government or any local authority to whom a debt in respect of the payment of dues arising under any law for the time being in force, such as authorities to whom statutory dues are owed), guarantors and all other stakeholders of the Corporate Debtor;*
>
> *(ii)* *Pass appropriate directions for grant of reliefs and waivers sought under Section 8 (Waiver, Relief & Exemptions) of the Resolution Plan, as also annexed in this Application:*

2. CORPORATE INSOLVENCY RESOLUTION PROCESS – MVR SHIPPING SERVICES PRIVATE LIMITED

2.1. In an Application filed under Section 7 of the IBC, 2016, by the Financial Creditor, the CIRP in respect of the Corporate Debtor was initiated by this Tribunal vide order dated 22.11..2023 and the Applicant herein was appointed as the IRP. The IRP caused paper publication on

25.11.2023 in accordance with Section 15 of IBC, 2016 r/w Regulation 6 of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 in "Financial Express" (English) and "Makkal Kural" (Tamil).

2.2. Pursuant to the Public Announcement, the first list of creditors of the Corporate Debtor was published / comprising of claims aggregating to Rs.6,85,72,790.04 which had been submitted by the creditors, of which claims aggregating to Rs.5,69,36.370 /- were admitted. The list of creditors was updated from time to time and published on the website of the Corporate Debtor. The recent list of creditors as of 12.07.2024 is annexed as Annexure A-4.

2.3. It is stated that as per the latest list of creditors of the Corporate Debtor as on 12.07.2024:

a) 2 claims were submitted by unsecured Financial Creditors for an amount of Rs.5,79,14,792.04, out of which an amount of Rs.5,19,92,403.00/- was admitted by the Resolution Professional.

b) 3 claims by Operational Creditors (Government Dues) were submitted for an amount of Rs.73,51,474/- out of which claims for

Rs.49,43,940/- were admitted by the Resolution Professional.

2.4. It is stated that as on date, the names of the two members of the CoC along with their voting shares are hereunder:

S.No	Name of the CoC Member	Voting Share (%)
1	Shriram Finance Limited	68.56
2	Hinduja Leyland Finance Limited	31.43
	Total	**100%**

2.5. It is stated that in the 3rd CoC Meeting held on 03.02.2024, in accordance with Regulation 35 of the CIRP Regulations, two registered valuers were appointed by the Resolution Professional with the concurrence of the CoC, viz. Mr. Santhakumar R and Mr. K. Jayavelu (Entity regd with IBBI) Hyoka Valuers Pvt Ltd for valuation of Plant and Machinery and Mr. S. Vasudevan and Ms. Chirta Srinivas for valuation of Financial Securities to provide the Liquidation Value and Fair Value of the Corporate Debtor.

2.6. It is stated that in the 3rd CoC Meeting held on 03.02.2024, the CoC approved the eligibility criteria for the Prospective Resolution Applicants ("PRAs") as per Section 25(2)(h) of the Code. Accordingly, an invitation for Expression of Interest ("EoI") for submitting resolution plans, in terms of Form G was issued in terms of Section 25(2)(h) of the Code read with Regulation 36A of the CIRP Regulations. The Form G was published in two newspapers, viz. The Financial Express (English edition) and Makkal kural (Tamil edition) on 21.01.2024 respectively, whereby PRAs who met the eligibility criteria, were invited to submit their EoI to the Resolution Professional latest by 19.02.2024. (Form G dated 20.01.2024 is annexed as Annexure A-5 of the application typeset.)

2.7. It is stated that the Resolution Professional issued the Request for Resolution Plan ("RFRP) setting forth the detailed procedure to be followed by PRAs for the submission of the resolution plans and the process for evaluation of the same in accordance with the Code, along with the last date of submission of resolution plans i.e. 09.04.2024. It is stated that on account of the request put forth, the last date for filing the Resolution plan was extended till 30.04.2024 which was approved by the 5th CoC in the meeting dated 06.04.2024. (The minutes of the meeting and RFRP is annexed as Annexure A-8 and A-9 of the application typeset respectively.)

2.8. It is stated the Resolution Professional informed the CoC members that the resolution plan of the Resolution Applicant was received on 29.04.2024. In 6th CoC meeting dated 13.05.2024, the resolution plan was opened in the presence of CoC members.

2.9. It is stated that Resolution Professional was directed by the CoC to file an extension application under Section 12(2) of the Code, seeking extension of the CIR Process period. Accordingly, the Resolution Professional filed an application seeking extension of the CIRP for a period of 60 days w.e.f 19.05.2024. The extension application was allowed by this Tribunal vide order dated 06.06.2024. (A copy of the extension order dated 06.06.2024 is annexed as Annexure A-10 of the application typeset.)

2.10. It is stated that the Resolution Plan submitted by the Successful Resolution Applicant was approved by the CoC members having 100% voting share and thus it was approved by the requisite majority as stipulated under the Code in the 10th CoC meeting. (The same is annexed as Annexure A-11 of the application typeset.)

2.11. It is stated that after the approval of the Resolution Plan by the CoC, the Applicant issued the Letter of Intent dated 15.07.2024 to the Successful Resolution Applicant in accordance with the RFRP, which was accepted by the Successful Resolution Applicant on 15.07.2024. It is stated that as per Clause 1.9.1 of the RFRP, the Applicant must furnish or cause to be furnished an amount of Rs.

3,81,000/- being 10% of Rs. 38,06,000/- on or before 20.07.2024 by way Bank Guarantee. The performance of the Successful Resolution Applicant was ensured by submission of the Axis Bank Guarantee for an amount of Rs.3,00,000/- and Rs.81,000/- paid through NEFT. (A copy of the Letter of Intent dated 15.07.2024 as accepted by the Successful Resolution Applicant and Copy of the Axis Bank Guarantee are annexed as Annexure A-12 & Annexure A-13 of the application typeset.)

2.12. It is stated that the Resolution Applicant viz., **Mr.Kumaresan Natesan** has complied with all the Regulations of IBC and is not dis-qualified u/s 29-A of the IBC.

3. ABOUT THE RESOLUTION PLAN

3.1. The details of the approved Resolution Plan submitted by **Mr.Kumaresan Natesan** (Successful Resolution Applicant) are as follows:-

a. Amounts payable under the Resolution Plan to various classes of creditors of the Corporate Debtor

(i) The Successful Resolution Applicant viz. Mr. Kumaresan Natesan proposes to make a total payment not exceeding INR 38,06,000/- ("Total Resolution Amount"), for the resolution of the insolvency of the Corporate Debtor. The CIRP cost of the Corporate Debtor is INR 12,19,271.40. A sum of Rs. 61,000 was spent from CD's bank balances available. The balance of Rs.11,59,000 is to be brought in by the Resolution Applicant in compliance with Section 30(2) of IBC. 2016 within 30 days of approval of order of NCLT.

(ii) The Total Resolution Plan Amount is Rs.38,36,000.00/-. Firstly, an amount of Rs.22,36,000.00/- has to be paid within 30 days of approval of plan by NCLT and secondly, an amount of Rs.16,00,000.00/- has to be paid within 90 days of approval of NCLT to discharge all claims against all the stakeholders of the Corporate Debtor in the CIRP.

(iii) For payment towards Unsecured Financial Creditors, INR 15,60,357/- ("Upfront FC Debt Settlement Amount") is the amount stipulated for settlement of unsecured Financial Creditors Debt. As per the Section 3.6 of the Resolution plan, Rs. 5,60,357/- is to be paid within 30 days of approval of NCLT and Rs.10,00,000 is to be paid within 90 days of the approval of NCLT.

(iv) Payment of INR 4,662 /- to Operational Creditors Debt(Government Dues) other than Workmen and Employees (excluding the admitted Debt for Related Party and/or Promoter Related Party). The Resolution Plan proposes payment of INR 4,662/- to be paid within 30 days of approval of NCLT in cash.

(v) Payment of INR 2,81,981/- to Operational Creditors PF Department to be paid within 30 days of approval of NCLT.

b) This Resolution Plan envisages settlement of the liabilities to the Financial Creditors, Operational creditors, Statutory Liabilities in the manner and to the extent as listed in Section 3.5 read with Section 3.6, which shall amount to and shall always be deemed to have amounted to the full and final settlement of the said liabilities and no further claim on account of any such liabilities shall lie in present or in future against the Resolution Applicant or a new entity or special purpose vehicle formed by the Resolution Applicant for carrying on the business of promotion of the sports, after the satisfaction of the liabilities in accordance with the terms of this Resolution Plan, as may be finally approved under IBC (Clause 3.9 of the Resolution Plan)

(c) On and with effect from the NCLT Approval Date and upon payment of the FC Debt Settlement Consideration, all charges, etc. to secure such debt (other than third party security) in favour of the Financial Creditors shall stand extinguished, without any further action. (Clauses & under the head Extinguishment of Claims sub clause 14, 15 of the Resolution Plan).

3.2. As per Information Memorandum furnished by RP, the following claims were received:

(Amount in Rs. Lakhs)

S.No	Name of the Claimant	Amount Claimed	Amount Admitted	Amount Provided at 0.10%
1	Income Tax Department	63,05,558.00	41,68,070.00	4168.00
2	ESI Department	4,68,827.00	1,98,780.00	199.00
3	PF Department towards interest order received and no claim form filed	1,01,879.00	1,01,879.00	102.00
	PF Department towards penal damages – orders received and no claim form filed	1,93,230.00	1,93,230.00	193.00
4	GST Department – orders received and no claim form received	6,42,348.00	0	-
	Total	77,11,642.00	46,61,959.00	4662.00

a) The Unsecured Financial Creditors have in their favour hypothecation of the vehicle but since they are the companies and did not register their charge under the Companies Act, 2013 with the ROC, Chennai, they were considered by RP as unsecured Financial Creditors and therefore the CD has no secured creditors.

b) A sum of Rs.15,59,748/- is provided to the Unsecured Financial Creditors

c) A sum of Rs.15,60,758/- is payable to Unsecured Financial Creditors as per time line mentioned in Section 3.5 of this plan

3.3. **Consolidated amount of the plan**:

S.no	**Category of Stakeholder**	**No of claimants**	**Amount Claimed in Rs.**	**Amount Admitted in Rs.**	**Settlement Amount in Rs.**	**Settlement %**	**Remarks**
1	Unsecured Financial Creditors	2	5,79,14,792.04	5,19,92,430.00	15,60,357.00	51.9%	
2	Operational Creditors (Government)	4	77,11,642.00	46,61,959.00	4662.00	0.15%	Security interest is NIL
	Operational Creditors (Other than Workmen /Employees	0	0	0	0		
3.	PF Dues Contribution			2,81,981.00	2,81,981.00	9.39%	
	Grand Total	5					
4.	CIRP Expenses (Provision)		`	12,50,000.00	11,59,000.00	38.55%	Rs.61,000/- spent from the bank balance available
	Grand Total				30,06,000.00	100	
5.	Restart Expenses				5,00,000.00	-	
6.	Working Capital				3,00,000.00		
	Total				38,06,000.00		
7	Monitoring Fee and expenses			30,000	30,000		Plus GST

	Resolution Plan Value		38,36,000.00		

- Amount claimed and Amount admitted are as per the information Memorandum and as furnished by RP.
  The Resolution Plan Value is Fixed, Full and Final.

3.4 Schedule of Payments

3.4.1. The amount payable to each class of creditors shall be as per the below schedule, subject to the methodology explained in Section 3.5 (All amounts are in Rs.)

S.no	Category of Stakeholders	Settlement Amount in Rs.	Within 30 days of approval of NCLT in cash	Within 90 days of approval of NCLT
1	Unsecured Financial Creditors	15,60,357	5,60,357.00	10,00,000.00
2	Operational Creditors (Government)	4,662.00	4,662.00	NIL
3	Operational Creditors PF Department	2,81,981.00	2,81,981.00	
4	CIRP Expenses (Provision)	11,59,000.00	11,59,000.00	0
5	Others		0	0
	Total	30,06,000.00	20,06,000	10,00,000.00

	Monitoring Fee	30,000.00	30,000.00	
	Restart and Working Capital Expenses	8,00,000	2,00,000.00	6,00,000.00
	TOTAL	**38,36 ,000.00**	**22,36,000.00**	**16,00,000.00**

3.5. STAKEHOLDERS INTEREST

3.5.1.The Resolution Applicant has taken care and given due consideration to all the stakeholders including Financial Creditors and Operational Creditors of the Corporate Debtor while finalizing the plan.

3.5.2. While the settlement amount is subject to variation,

a) Unsecured financial creditors are given 3% of the admitted amount
b) Operational creditors are given 0.10% of the admitted amount towards their claim
c) PF Department is paid 100% with respect to contribution and interest and penalty is considered as Government dues.
d) There are no other class of creditors with an admitted amount.

3.5.3. Based on all of the above, adequate care has been taken to pay each of the class of creditors / stakeholders. All the IBC regulations have been abided by including sub-section (2) of section 30.

4. FULL SETTLEMENT OF LIABILITY TOWARDS ALL STAKEHOLDERS

4.1. Upon payment of the total Resolution Amount on the Effective Date, the Corporate Debtor or the Resolution Applicant shall have no liability to make any payments to any Stakeholders of the Corporate Debtor and all liabilities of the Corporate Debtor towards stakeholders shall be extinguished and settled on and with effect from the NCLT Approval Date. (Clause 8 under the head Extinguishment of claims sub clause 14 of the Resolution Plan)

5. Vide order dated 29.08.2024, this Tribunal directed RP to submit a chart showing the amount of the claim submitted, amount admitted and amount proposed to be disbursed as per the Resolution Plan. In compliance of the order dated 29.08.2024, the applicant has filed a memo dated 03.09.2024. The list of creditors, their claims and the claims admitted as per the Resolution Plan given for approval is as under:

#	Name of Creditor	Amount Claimed by the Creditors (in Rs.)	Amount Admitted (in Rs.)	Amount provided in the plan in Rs.	Payable within 30 days	Within 90 days
1.	Shriram Finance Limited- 68.56%	3,62,65,638.04	3,56,48,914	10,69,780	3,84,200	6,85,580
2.	Hinduja Leyland Finance Limited- 31.43%	2,16,49,154	1,63,43,489	4,90,577	1,76,157	3,14,420
	TOTAL	5,79,14,792.04	5,19,92,403	15,60,357	5,60,357	10,00,000
3.	Income tax Department	63,05,558	41,68,070	4,168	4,168	NA
4.	ESI Corporation	4,68,827	Rs.1,98,780 is admitted Rs.2,70,047 towards interest and damages is rejected.	199	199	NA
5.	PF Department	2,81,981	2,81,981	2,81,981	2,81,981	NA
6.	PF Department	Penal damages 1,01,879 1,93,230	2,95,109	102 193	102 193	NA
7.	CIRP COST				11,59,000	
	TOTAL COST				20,06,000	10,00,000
8.	Monitoring fee			-	30,000	0
9.	Restart exp				2,00,000	6,00,000
	TOTAL			**38,36,000**	**22,36,000**	**16,00,000**

6. On 03.09.2024, this Tribunal recorded the proceedings as follows;

"Notes on submission filed by the RP along with the Memo giving the details and the valuation report.

*Ld. Counsel has shown us a mail dated 03.09.2024 whereby the **Successful Resolution Applicant has undertaken to make payment to PF Department towards damages i.e. Rs.1,93,230/- and interest Rs.1,01,879/- in addition to the amount already agreed in the Plan.***

Let this mail be circulated amongst the CoC members for final approval and the memo to this effect be filed."

7. Pursuant to the order dated 03.09.2024, RP filed a Memo vide S.R.No.4472 dated 06.09.2024. It is stated that **the Successful Resolution Applicant has undertaken to make payment to PF Department towards damages i.e Rs. 1,93,230/- and Interest Rs. 1,01,879/- in addition to the amount proposed to be paid under the Resolution plan**. The email is enclosed as Annexure -1 of the Memo typeset.

8. It is stated that the aforesaid email was circulated among the CoC members namely Shriram Finance Limited and Hinduja Leyland

Finance Limited. The CoC members have consented to the decision of Successful Resolution Applicant making payment towards the dues of Provident Fund Department. The aforesaid mail communication has been attached with this Memo as **Annexure-2.**

9. SOURCE OF FUND

9.1. It is stated in Clause 3.8 that the Resolution Applicant, Mr.Kumaresan Natesan is a businessman and shall invest in the Corporate Debtor. The Balance sheet of the resolution applicant is strong enough to take care of the funding needs of the Corporate Debtor. Based on the need, the resolution applicant has the capability and shall source the fund required through any or a combination of the below channels based on the situation and in the best interests of revival of the corporate debtor:

a) From internal reserves and surplus

b) Debt funding through institutional investors, banks and financial institutes

10. IMPLEMENTATION, MANAGEMENT AND SUPERVISION OF THE RESOLUTION PLAN

a) Section 4 of the Resolution Plan deals with the management and control of the Corporate Debtor. In this regard, the Resolution Plan envisages the formation of a Monitoring Committee to manage the Corporate Debtor.

b) The Monitoring Committee shall comprise of three members who shall be existing Resolution Professional, a member nominated by the Resolution Applicant and a representative from Secured Financial Creditor who shall exercise all such powers as generally vested on Board of Directors of Company till such time the upfront amount is paid and immediately the Corporate Debtor will be transferred to the new management

c) In particular, the Monitoring Committee will be overseeing the payment mode towards the Resolution Debt amount payable to the Creditors/CIRP cost and will be authorized to make payment within one week from receipt of payment by the Resolution applicant.

11. THE TERM OF THE RESOLUTION PLAN AND ITS IMPLEMENTATION

The Resolution Plan shall be binding on all the Stakeholders of the Corporate Debtor on and from the NCLT Approval Date, and the implementation of the Resolution Plan shall be carried out within 90 days from the approval date.

12. TABULATION OF VARIOUS COMPLIANCES REQUIRED UNDER THE PROVISIONS OF IBC, 2016

12.1. The Applicant has submitted the details of various compliances as envisaged within the provisions of IBC, 2016 and CIRP Regulations, which require a Resolution Plan to adhere to, which are reproduced hereunder:

CLAUSE OFS.30(2)	REQUIREMENT	HOW DEALT WITHIN THE PLAN
(a)	Plan must provide for payment of CIRP cost in priority to repayment of other debts of CD in the manner specified by the Board.	Clause 3.5 & 3.6 of the Resolution Plan. .
(b)	(i)Plan must provide for repayment of debts of OCs in such manner as may be specified by the Board which shall not be less than the amount payable to them in the event of liquidation u/s 53;or (ii) Plan must provide for repayment of debts of OCs in such manner as may be specified by the Board which shall be not less than amount that would have been paid to such creditors, if the amount to be distributed under the resolution plan had been distributed in accordance with the order of priority in sub-section(1) of section53, whichever is higher and	Clause 3.5 & 3.6 of the Resolution Plan.

	(iii) Provides for payment of debts of financial creditors who do not vote in favour of the resolution plan, in such manner as may be specified by the Board.	
(c)	Management of the affairs of the Corporate Debtor after approval of the Resolution Plan.	Clause 4 of the Resolution Plan.
(d)	Implementation and Supervision.	Clause 4.3 of the Resolution Plan.
(e)	Plan does not contravene any of the provisions of the law for the time being inforce.	Clause 6 of the Resolution Plan
(f)	Conforms to such other requirements as may be specified by the Board.	Clause 6 of the Resolution Plan

13. MANDATORY CONTENTS OF THE RESOLUTION PLAN IN TERMS OF REGULATION 38 OF THE CIRP REGULATIONS:-

Reference to relevant Regulation	*Requirement*	*How dealt with in the Resolution Plan*
38(1)	The amount due to the Operational Creditors under a Resolution Plan shall be given priority in payment over Financial Creditor.	Clause 3.5 & 3.6 of the Resolution Plan.
38(1A)	A Resolution Plan shall include a statements as to how it has dealt with the interest of all stakeholders, including Financial Creditors and Operational Creditors of the Corporate Debtor	Clause 3.5 of the Resolution Plan. .
38(1B)	A Resolution Plan shall include a statement giving details if the resolution Applicant or any of its related parties has failed to implement or contributed to the failure of implementation of any other	Declaration given

Reference to relevant Regulation	*Requirement*	*How dealt with in the Resolution Plan*
	resolution plan approved by the Adjudicating Authority at any time in the past.	
38(2)	A Resolution Plan shall provide (a) the term of the plan and its implementation schedule	Clause 4.2 & 4.3 of the Resolution Plan. .
	(b) the management and control of the business of the Corporate Debtor during its terms; and	Clause 4.1 of the Resolution Plan
	(c) adequate means for supervising its implementation	Clause 4.3 of the Resolution Plan
38(3)	A Resolution Plan shall demonstrate that (a) It addressed the cause of default;	Clause 5 of the Resolution Plan
	(b) It is feasible and viable;	Clause 5 of the Resolution Plan
	(c) it has provisions for its effective implementation;	Clause 5.2 of the Resolution Plan
	(d) it has provisions for approvals required and the timeline for the same; and	Clause 8 & 9 of the Resolution Plan
	(e) the Resolution Applicant has the capability to implement the Resolution Plan	

14. The successful Resolution Applicant has submitted an Affidavit under Section 29A of IBC, 2016 to the Resolution Professional Resolution and the same is appended as ***Annexure 16*** to this Application.

15. <u>ANALYSIS AND FINDINGS OF THIS TRIBUNAL</u>

15.1. It is seen from Form – H that the Liquidation value of the Corporate Debtor is Rs. 31,82,438.72/- and the corresponding Fair value is Rs. 38,64,938.72/-. The Resolution Plan value is **Rs. 38,36,000.00/-** (including CIRP costs)

15.2. Further, it is seen from Form – H that the RP has not filed any Application under Section 43, 45, 49 and 66 of IBC, 2016.

15.3. In so far as the approval of the Resolution Plan is concerned, this Tribunal is relying on Judgments of the Hon'ble Supreme Court in the matter of **K. Sashidhar –Vs– Indian Overseas Bank** *(2019) 12 SCC 150,* wherein in para 19 and 62 it is held as under;

> *"19…….In the present case, however, our focus must be on the dispensation governing the process of approval or rejection of resolution plan by the CoC. The CoC is called upon to consider the resolution plan under Section 30(4) of the I&B Code after it is verified and vetted by the resolution professional as being compliant with all the statutory requirements specified in Section 30(2).*
>
> *62. ………In the present case, however, we are concerned with the provisions of I&B Code dealing with the resolution process. The dispensation provided in the I&B Code is entirely different. In terms of Section 30 of the I&B Code, the decision is taken collectively after due negotiations between the financial creditors who are constituents of the CoC and they express their opinion on the proposed resolution*

plan in the form of votes, as per their voting share. In the meeting of the CoC, the proposed resolution plan is placed for discussion and after full interaction in the presence of all concerned and the Resolution Professional, the constituents of the CoC finally proceed to exercise their option (business/commercial decision) to approve or not to approve the proposed resolution plan. In such a case, non-recording of reasons would not per-se vitiate the collective decision of the financial creditors. The legislature has not envisaged challenge to the "commercial/business decision" of the financial creditors taken collectively or for that matter their individual opinion, as the case may be, on this count."

15.4. The Hon'ble Supreme Court of India in the matter of **Committee of Creditors of Essar Steels –Vs– Satish Kumar Gupta &Ors. in** *Civil Appeal No. 8766 – 67 of 2019*at para 42 has held as under;

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).

15.5. The Hon'ble Supreme Court in the matter of **K. Sashidhar v. Indian Overseas Bank and Ors**. *(2019) 12 SCC 150* has lucidly delineated the scope and interference of the Adjudicating Authority in the process of approval of the Resolution Plan and held as under;

"55. Whereas, the discretion of the adjudicating authority (NCLT) is circumscribed by Section 31 limited to scrutiny of the resolution plan

"as approved" by the requisite per cent 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. Reverting to Section 30(2), the enquiry to be done is in respect of whether the resolution plan provides: (i) the payment of insolvency resolution process costs in a specified manner in priority to the repayment of other debts of the corporate debtor, (ii) the repayment of the debts of operational creditors in prescribed manner, (iii) the management of the affairs of the corporate debtor, (iv) the implementation and supervision of the resolution plan, (v) does not contravene any of the provisions of the law for the time being in force, (vi) conforms to such other requirements as may be specified by the Board. The Board referred to is established under Section 188 of the I&B Code. The powers and functions of the Board have been delineated in Section 196 of the I&B Code. None of the specified functions of the Board, directly or indirectly, pertain to regulating the manner in which the financial creditors ought to or ought not to exercise their commercial wisdom during the voting on the resolution plan under Section 30(4) of the I&B Code. <u>The subjective satisfaction of the financial creditors at the time of voting is bound to be a mixed baggage of variety of factors. To wit, the feasibility and viability of the proposed resolution plan and including their perceptions about the general capability of the resolution applicant to translate the projected plan into a reality. The resolution applicant may have given projections backed by normative data but still in the opinion of the dissenting financial creditors, it would not be free from being speculative. These aspects are completely within the domain of the financial creditors who are called upon to vote on the resolution plan under Section 30(4) of the I&B Code.</u>

58. <u>Indubitably, the inquiry in such an appeal would be limited to the power exercisable by the resolution professional under Section 30(2) of the I&B Code or, at best, by the adjudicating authority (NCLT) under Section 31(2) read with Section 31(1) of the I&B Code. No other inquiry would be permissible.</u> Further, the jurisdiction bestowed upon the appellate authority (NCLAT) is also expressly circumscribed. It can examine the challenge only in relation to the grounds specified in Section 61(3) of the I&B Code, which is limited to matters "other than" enquiry into the autonomy or commercial wisdom of the dissenting financial creditors. Thus, the prescribed authorities (NCLT/NCLAT) *have been endowed with limited jurisdiction as specified in the I&B Code and not to act as a court of equity or exercise plenary powers."*

(emphasis supplied)

15.6. Also, the Hon'ble Supreme Court in the matter of **Committee of Creditors of Essar Steel India Limited v. Satish Kumar Gupta and Ors**. *(2020) 8 SCC 531* after referring to the decision in ***K. Sashidhar (supra)*** has held as follows;

"73. There is no doubt whatsoever that the ultimate discretion of what to pay and how much to pay each class or sub-class of creditors is with the Committee of Creditors, but, the decision of such Committee must reflect the fact that it has taken into account maximising the value of the assets of the corporate debtor and the fact that it has adequately balanced the interests of all stakeholders including operational creditors. This being the case, judicial review of the Adjudicating Authority that the resolution plan as approved by the Committee of Creditors has met the requirements referred to in Section 30(2) would include judicial review that is mentioned in Section 30(2)(e), as the provisions of the Code are also provisions of law for the time being in force. Thus, while the Adjudicating Authority cannot interfere on merits with the commercial decision taken by the Committee of Creditors, the limited judicial review available is to see that the Committee of Creditors has taken into account the fact that the corporate debtor needs to keep going as a going concern during the insolvency resolution process; that it needs to maximise the value of its assets; and that the interests of all stakeholders including operational creditors has been taken care of. If the Adjudicating Authority finds, on a given set of facts, that the aforesaid parameters have not been kept in view, it may send a resolution plan back to the Committee of Creditors to re-submit such plan after satisfying the aforesaid parameters. <u>The reasons given by the Committee of Creditors while approving a resolution plan may thus be looked at by the Adjudicating Authority only from this point of view, and once it is satisfied that the Committee of Creditors has paid attention to these key features, it must then pass the resolution plan, other things being equal</u>."

(emphasis supplied)

15.7. The Hon'ble Supreme Court in its recent decision in **Jaypee Kensington Boulevard Apartments Welfare Association &Ors. v. NBCC (India) Ltd. &Ors.**in*Civil Appeal no. 3395 of 2020* dated 24.03.2021 has held as follows;

> *76. The expositions aforesaid make it clear that the decision as to whether corporate debtor should continue as a going concern or should be liquidated is essentially a business decision; and in the scheme of IBC, this decision has been left to the Committee of Creditors, comprising of the financial creditors. Differently put, in regard to the insolvency resolution, the decision as to whether a particular resolution plan is to be accepted or not is ultimately in the hands of the Committee of Creditors; and even in such a decision making process, a resolution plan cannot be taken as approved if the same is not approved by votes of at least 66% of the voting share of financial creditors. Thus, broadly put, a resolution plan is approved only when the collective commercial wisdom of the financial creditors, having at least 2/3rd majority of voting share in the Committee of Creditors, stands in its favour.*
>
> *77. In the scheme of IBC, where approval of resolution plan is exclusively in the domain of the commercial wisdom of CoC, the scope of judicial review is correspondingly circumscribed by the provisions contained in Section 31 as regards approval of the Adjudicating Authority and in Section 32 read with Section 61 as regards the scope of appeal against the order of approval.*
>
> *77.1. Such limitations on judicial review have been duly underscored by this Court in the decisions above-referred, where it has been laid down in explicit terms that the powers of the Adjudicating Authority dealing with the resolution plan do not extend to examine the correctness or otherwise of the commercial wisdom exercised by the CoC. The limited judicial review available to Adjudicating Authority lies within the four corners of Section 30(2) of the Code, which would essentially be to examine that the resolution plan does not contravene any of the provisions of law for the time being in force, it conforms to such other requirements as may be specified by the Board, and it provides for: (a) payment of insolvency resolution process costs in priority; (b) payment of debts of operational creditors; (c) payment of*

debts of dissenting financial creditors; (d) for management of affairs of corporate debtor after approval of the resolution plan; and (e) implementation and supervision of the resolution plan.

77.2. The limitations on the scope of judicial review are reinforced by the limited ground provided for an appeal against an order approving a resolution plan, namely, if the plan is in contravention of the provisions of any law for the time being in force; or there has been material irregularity in exercise of the powers by the resolution professional during the corporate insolvency resolution period; or the debts owed to the operational creditors have not been provided for; or the insolvency resolution process costs have not been provided for repayment in priority; or the resolution plan does not comply with any other criteria specified by the Board

77.6.1. The assessment about maximisation of the value of assets, in the scheme of the Code, would always be subjective in nature and the question, as to whether a particular resolution plan and its propositions are leading to maximisation of value of assets or not, would be the matter of enquiry and assessment of the Committee of Creditors alone. When the Committee of Creditors takes the decision in its commercial wisdom and by the requisite majority; and there is no valid reason in law to question the decision so taken by the Committee of Creditors, the adjudicatory process, whether by the Adjudicating Authority or the Appellate Authority, cannot enter into any quantitative analysis to adjudge as to whether the prescription of the resolution plan results in maximisation of the value of assets or not. The generalised submissions and objections made in relation to this aspect of value maximisation do not, by themselves, make out a case of interference in the decision taken by the Committee of Creditors in its commercial wisdom

78. To put in a nutshell, the Adjudicating Authority has limited jurisdiction in the matter of approval of a resolution plan, which is well defined and circumscribed by Sections 30(2) and 31 of the Code read with the parameters delineated by this Court in the decisions above referred. The jurisdiction of the Appellate Authority is also circumscribed by the limited grounds of appeal provided in Section 61 of the Code. In the adjudicatory process concerning a resolution plan under IBC, there is no scope for interference with the commercial aspects of the decision of the CoC; and there is no scope for substituting any commercial term of the resolution plan approved by the CoC. Within its limited jurisdiction, if the Adjudicating Authority or the

Appellate Authority, as the case may be, would find any shortcoming in the resolution plan vis-à-vis the specified parameters, it would only send the resolution plan back to the Committee of Creditors, for re-submission after satisfying the parameters delineated by Code and exposited by this Court.

15.8. Thus, from the catena of judgments rendered by the Hon'ble Supreme Court on the scope of approval of the Resolution Plan, it is amply clear that only limited judicial review is available for the Adjudicating Authority under Section 30(2) and Section 31 of IBC, 2016 and this Adjudicating Authority cannot venture into the commercial aspects of the decisions taken by the Committee of Creditors.

15.9. In the instant case, the Resolution Plan has been approved with **100%** voting share. As per the CoC, the plan meets the requirement of being viable and feasible for the revival of the Corporate Debtor. All the compliances have been done by the RP and the Resolution Applicant, for making the plan effective after approval by this Bench. On perusal of the documents on record, we are also satisfied that the Resolution Plan is in accordance with sections 30 and 31 of the IBC and also complies with regulations 38 and 39 of the IBBI

(Insolvency Resolution Process for Corporate Persons)Regulations, 2016.

15.10. In the light of what has been stated above, the Resolution Plan is **Approved** by this Adjudicating Authority, subject to the observations made in this order. The Resolution Plan shall form part of this Order. The Resolution Plan will be binding on the Corporate Debtor and other stakeholders.

15.11. The Resolution Applicant has sought for reliefs and concessions under the Resolution Plan and the same are dealt with hereunder;

SL. NO	RELIEF AND/OR CONCESSIONS AND APPROVAL SOUGHT BY RESOLUTION APPLICANT (CHAPTER 16 OF RESOLUTION PLAN)	ORDERS THEREON
1	**Companies Act, ROC/MCA**	
a)	The approval of this Plan by the NCLT shall be deemed to have waived all the applicable provisions of the Companies Act, 2013 for the extinguishment /cancellation of the existing share capital of the Corporate Debtor.	**Granted**
b)	The NCLT shall direct that all the non-compliances under the Companies Act, 2013 if any shall be regularized and all penalties payable in relation to the non- compliances stand waived off.	**Granted, subject to the provisions of the Companies Act, 2013 and other Applicable laws.**

SL. NO	RELIEF AND/OR CONCESSIONS AND APPROVAL SOUGHT BY RESOLUTION APPLICANT (CHAPTER 16 OF RESOLUTION PLAN)	ORDERS THEREON
c)	In terms of the Code, approval of the shareholders of the Corporate Debtor to the transactions contemplated under the Plan shall be deemed to have been given on the approval of the Plan by the NCLT, including for the Extinguishment / cancellation of the share capital of the Corporate Debtor. Fresh issue of capital as mentioned in clause 3.12 1.e. On and from the date of approval of the plan by the Hon'ble NCLT, Resolution Applicant and its nominees shall he issued 10,000 nos. Equity shares of Rs.10/- each to Resolution Applicant/or its nominees shall deemed to have been approved and no approval is required from any person or authority and no valuation is required for this purpose	**Granted**
d)	The approval of this Plan by NCLT shall constitute adequate and final approval of NCLT for all actions and purposes of this plan including (a) extinguishment/cancellation of the existing share capital of the Corporate Debtor (as may be agreed upon) in terms of Section 66 and other provisions of the Companies Act, 2013 and other Applicable Laws; and accordingly, no approval / consent shall be necessary from any other Person in relation to any of these actions including under any agreement, the constitution documents of the Corporate Debtor or any Applicable Laws.	**Granted**
e)	The Regional Director, Southern Region and Registrar of Companies, Chennai, to take on record and implement the Plan, upon approval of the Plan by NCLT, without any further compliances;	**Granted, subject to the provisions of the Companies Act, 2013 and other Applicable laws.**
2	**Taxes (Direct & Indirect) & Stamp Duty**	
a)	The relevant tax authorities to consider providing relief from applicability of and payment of taxes under the provisions of all indirect tax laws which may arise as a result of implementation of the Plan either on the Resolution Applicant or the Corporate Debtor or any	

SL. NO	RELIEF AND/OR CONCESSIONS AND APPROVAL SOUGHT BY RESOLUTION APPLICANT (CHAPTER 16 OF RESOLUTION PLAN)	ORDERS THEREON
	other Person who is likely to be impacted due to implementation of the Plan. Further, the relevant tax authorities to consider providing waivers/reliefs/exemptions from applicability of or payment of taxes, interest or penalty levied/ proposed to be levied pertaining to the period prior to the date of implementation of the resolution plan relating to and including central excise, goods and services taxes, customs, central sales tax and entry tax laws in respect of which proceedings if any pending against the Corporate Debtor or in respect to proceedings which may initiated in future under the indirect tax laws and the Goods and Services tax laws applicable to the Corporate Debtor.	**This is for the CBDT and other appropriate authorities to consider keeping in view the object of IBC, 2016**
b)	The Central Board of Excise and Customs to consider the proposed Resolution Plan for takeover/acquisition of the Corporate Debtor by the Resolution Applicant as a going concern under the provisions of Central/State Goods and Service Tax Act, 2017 and exemption be allowed from payment of taxes on such takeover/acquisition.	**This is for the CBEC and other appropriate authorities to consider keeping in view the object of IBC, 2016**
c)	The Central Board of Excise and Customs to consider providing relief to the Corporate Debtor from all past litigations, if any pending at different levels and provide waiver from tax dues including interest and penalty on such litigations.	**This is for the CBEC and other appropriate authorities to consider keeping in view the object of IBC, 2016**
d)	The NCLT to exempt from levying any type of Taxes and stamp duty, if any, arising on account of transactions consummated or actions undertaken	**This is for the appropriate authorities to**

SL. NO	RELIEF AND/OR CONCESSIONS AND APPROVAL SOUGHT BY RESOLUTION APPLICANT (CHAPTER 16 OF RESOLUTION PLAN)	ORDERS THEREON
	pursuant to the approval of the Resolution Plan by the NCLT in accordance with the Code and not initiate any proceedings under the provisions of Income Tax Act, 1961 with respect to the transaction, since such taxes and duties, if required to be paid, shall effect the Plan viability.	**consider keeping in view the object of IBC, 2016**
e)	The Central Board of Direct Taxes shall: (A) consider the Corporate Debtor to give exemption to the Resolution Applicant from any non-compliance of the provisions of Section 2(18) read with Section 72A and Section 47(vi) of the Income Tax Act, 1961 relating to takeover/acquisition of assets and carry forward of losses, and shall treat the proposed resolution plan has complied with the IT Act, and all the benefits/ exemptions be extended to the Resolution Applicant and the Corporate Debtor; and (8) post-takeover of the CD, provide relief to the Resolution Applicant, from all past litigations of the Corporate Debtor, if any, pending at different levels and provide a waiver from all disputed and undisputed Tax dues, Tax Deducted at Source(TDS)/Tax Collected at Source(TCS) including interest and penalty on such dues / litigations. Further, the Income Tax Authorities to consider providing waivers/reliefs/exemptions from applicability of or payment of taxes, interest or penalty levied/proposed to be levied pertaining to the period prior to the date of implementation of the resolution plan relating to and including any proceedings pending against the Corporate Debtor or in respect to proceedings which may Initiated in future under the Income Tax Laws applicable to the Corporate Debtor.	**This is for the CBDT and other appropriate authorities to consider keeping in view the object of IBC, 2016**
f)	The GST Authorities to not void the transactions contemplated under this Plan (including any form of corporate restructuring) under Section 81 of the Central/State Goods and Service Tax Act, 2017 and not impose any successor liability on the Corporate Debtor and the Resolution Applicant.	**This is for the CBEC and other appropriate authorities to consider keeping in view the object of IBC, 2016**

SL. NO	RELIEF AND/OR CONCESSIONS AND APPROVAL SOUGHT BY RESOLUTION APPLICANT (CHAPTER 16 OF RESOLUTION PLAN)	ORDERS THEREON
g)	The NCLT to allow the resolution applicant to enjoy and avail in future any tax benefits, deductions, exemptions as per the relevant provisions of the applicable laws which the Corporate Debtor was entitled to as on the date of implementation of the resolution plan, as per the relevant provisions of the Applicable Law	**This is for the CBDT and other appropriate authorities to consider keeping in view the object of IBC, 2016**
h)	Relief from payment of stamp duty (including jurisdictional Sub-Registrar) for transfer of assets of the Corporate Debtor and applicable fees (including fees payable to the jurisdictional Registrar of Companies) for the successful implementation of the Plan by all relevant Government Authorities.	**This is for the appropriate authorities to consider keeping in view the object of IBC, 2016**
3)	**Corporate Debtor Specific reliefs**	
a)	The approval of this Plan by the NCLT shall be deemed to have waived all the Non-compliances under any sector specific laws/statutes/Regulations that were applicable, to the Corporate Debtor before commencement of the CIRP	**Granted**
4)	**Other Government Approvals**	
b)	All relevant Governmental Authorities to continue to make available the Business Permits to the Resolution Applicant till such transfer of Business Permits the business of the Corporate Debtor, be carried out by the Resolution Applicant like the Corporate Debtor subsequent to approval of resolution plan by the adjudicating authority under the provisions of Insolvency and Bankruptcy Code, 2016.	**Granted**

SL. NO	RELIEF AND/OR CONCESSIONS AND APPROVAL SOUGHT BY RESOLUTION APPLICANT (CHAPTER 16 OF RESOLUTION PLAN)	ORDERS THEREON
c)	The Resolution Applicant assumes that it is probable that certain Business Permits of the Corporate Debtor have lapsed, expired, suspended, cancelled, revoked or terminated or the Corporate Debtor has Non-Compliances in relation thereto. Accordingly, all Governmental Authorities that have issued or granted or renewed such Business Permits to provide reasonable time period after the date of implementation of the resolution plan in order for the Resolution Applicant to assess the status of these Business Permits and ensure that the Corporate Debtor is compliant with the terms of such Business Permit and Applicable Law without initiating any investigations, actions or proceedings in relation to such Non- Compliances and to permit the Resolution Applicant to continue to operate the business of the Corporate Debtor as carried out prior to the CIRP Commencement Date.	**Granted**
d)	All Governmental Authorities to waive the Non-Compliances of the Corporate Debtor prior to the date of implementation of the resolution plan including without limiting to failure to obtain any approval from the Government Authorities with respect to change in control of the Corporate Debtor as per the terms of the Plan.	**This is for the appropriate authorities to consider keeping in view the object of IBC, 2016**
e)	All Governmental Authorities to grant any relief, concession or dispensation as may be required for implementation of the transactions contemplated under the Plan in accordance with its terms and conditions	**This is for the appropriate authorities to consider keeping in view the object of IBC, 2016**
5	**General Waivers, Reliefs & Exemptions**	
a)	All rights, titles and benefits including all entitlements relating to the movable and immovable properties of the Corporate Debtor shall be vested with the	**Granted**

SL. NO	RELIEF AND/OR CONCESSIONS AND APPROVAL SOUGHT BY RESOLUTION APPLICANT (CHAPTER 16 OF RESOLUTION PLAN)	ORDERS THEREON
	Resolution Applicant free of any title defects or Encumbrances The Financial Creditors shall release their security on the assets of the Corporate Debtor on successful implementation of the plan without any hindrance.	
b)	All liabilities (whether contingent or crystallized) in relation to any corporate guarantees, indemnities and all other forms of credit support provided by the Corporate Debtor prior to the date of implementation of the resolution plan shall stand extinguished.	**This is for the appropriate authorities to consider, keeping in view of the clean slate principle envisaged under IBC, 2016.**
c)	Neither the Resolution Applicant, nor any of its Affiliates, will be disqualified from or considered ineligible under the Code for proposing and/or implementing a plan in relation to the insolvency resolution of any Person, merely on account of the implementation of this Plan by the Resolution Applicant.	**Granted**
d)	All pending or threatened legal, regulatory, administrative or tax proceedings in respect of the affairs of the Corporate Debtor, all inquiries, Investigations, notices, causes of action, whether already arisen or expected to arise in relation to the Claims against the Corporate Debtor (and including without limitation to civil, criminal, exchange control laws, securities laws, any anti-corruption laws applicable to the Corporate Debtor and Tax related Claims) in relation to any period prior to the date of implementation of the resolution plan shall stand irrevocably extinguished and all liabilities or obligations in relation thereto shall be settled at NIL value.	**Granted, subject to the provisions of IBC, 2016 and other applicable laws for the time being in force**

SL. NO	RELIEF AND/OR CONCESSIONS AND APPROVAL SOUGHT BY RESOLUTION APPLICANT (CHAPTER 16 OF RESOLUTION PLAN)	ORDERS THEREON
e)	All powers of attorney or authorities executed by the erstwhile Board of the Corporate Debtor on or prior to the date of implementation of the resolution plan shall stand revoked, cancelled and shall be void.	**Granted, subject to the provisions of IBC, 2016 and other Applicable laws**
f)	The NCLT to provide relief to the Resolution, Applicant from the execution/enforcement of any award, decree, order, judgement against the Corporate Debtor before by any forum of law/court.	**Granted, subject to the provisions of IBC, 2016 and other Applicable**
g)	On and with effect from the date of implementation of the resolution plan, all the outstanding negotiable instruments, if any, issued by the Corporate Debtor or by any Person on behalf of the Corporate Debtor including demand promissory notes, post-dated cheques and letters of credit, shall stand terminated and the Corporate Debtor's liability under such instruments shall stand extinguished.	**Granted**
h)	All liabilities (whether contingent or crystallized) in relation to any corporate guarantees, indemnities and all other forms of credit support (including those availed by Corporate Debtor on a co-borrower arrangement, along with, any third party provided by the Corporate Debtor prior to the Approval Date, and all contingent liabilities disclosed in the annual audited financial statements of the Corporate Debtor and liabilities which are not in notice of Corporate Debtor or not acknowledged by the Corporate Debtor, shall stand extinguished and discharged on and with effect from the resolution plan Approval Date, at a NIL value.	**Granted, subject to the provisions of IBC, 2016 and other Applicable laws**

SL. NO	RELIEF AND/OR CONCESSIONS AND APPROVAL SOUGHT BY RESOLUTION APPLICANT (CHAPTER 16 OF RESOLUTION PLAN)	ORDERS THEREON
	Extinguishment of claims	
1.	Apart from the persons receiving settlements above in the resolution plan, no other payments or settlements (of any kind) shall be made to any other person in respect of any claims filed under, the CIRP and all claims (including, for the avoidance of doubt, any unverified portion of their claims) against the Corporate Debtor along with those arising out of any legal proceedings, including criminal proceedings, shall stand irrevocably and unconditionally settled as stated in the Resolution Plan or at NIL value and all such claims shall stand extinguished in perpetuity on and with effect from the date of implementation of the resolution plan.	**Granted**
2.	All claims or demands made by, or liabilities or obligations owned or payable to or assessed by, any Person, including any Governmental Authorities, any regulatory or local authority or body or any agency or instrumentality thereof, in relation to any dues, direct or indirect taxes, duties (including stamp duties), penalties, fees, interest, fines, indemnity payments, liquidated damages, levies, cesses, assessments or additions or any other charges or payments whatsoever and any liabilities in relation to any consent, permission, privilege, entitlement, exemption, benefit, license or approval granted to the Corporate Debtor or in relation to the Corporate Debtor, whether or not, such consent, permission, privilege, entitlement, exemption, benefits, license or approval is subsisting, lapsed or expired, whether admitted or not, due or contingent asserted or unasserted, crystallised or uncrystallised, known or unknown, secured or unsecured, disputed or undisputed, present or future, whether or not set out in the Information Memorandum, in relation to any period prior to the Approval Date, will be written off in full and will be deemed to be permanently extinguished and discharged on and with effect from the Approval Date of this	**Granted in terms of the judgment of the Hon'ble Supreme Court in *Ghanashyam Mishra and Sons v. Edelweiss Asset Reconstruction Company Limited.*** *2021 SCC Online SC 313*

SL. NO	RELIEF AND/OR CONCESSIONS AND APPROVAL SOUGHT BY RESOLUTION APPLICANT (CHAPTER 16 OF RESOLUTION PLAN)	ORDERS THEREON
	resolution plan.	
3.	All proceedings, investigations, inquiries, etc made, commenced or initiated by any Person against the Corporate Debtor in relation to the period prior to the date of implementation of the resolution plan shall irrevocably and unconditionally stand abated, withdrawn, settled and/or extinguished, and the Resolution Applicant shall have no liability in this regard from the date of approval of resolution plan by the adjudicating authority.	**Granted, in view of the clean slate principle envisaged under IBC, 2016**
4.	All Claims that may be made against the Corporate Debtor in relation to any payments required to be made by the Corporate Debtor under any Applicable Law, or in relation to any breach, contravention or non-compliance of any Applicable Law (whether or not such Claim was notified to or claimed against the Corporate Debtor at such time, and whether or not such Governmental Authority was aware of such Claim at such time), shall immediately, irrevocably and unconditionally stand abated, settled and extinguished, on and from the date of implementation of the resolution plan and no Governmental Authority shall have any further rights or claims against the Resolution Applicant, in respect of the period prior to the date of implementation of the resolution plan and / or in respect of the amounts written off.	**Granted, in view of the clean slate principle envisaged under IBC, 2016**
5.	On and with effect from the date of implementation of the resolution plan, the guarantors, indemnity providers and the persons that have provided guarantees, indemnities, co borrowing or the arrangements for and on behalf of the Corporate Debtor, Including in order to secure the Debt availed of by the Corporate Debtor, shall not be entitled to exercise or enforce any subrogation rights (or similar rights) in respect of such arrangements, even where such rights have already been exercised.	**Granted**

Sl. No	Relief and/or Concessions and Approval Sought by Resolution Applicant (Chapter 16 of Resolution Plan)	Orders thereon
6.	The Resolution Applicant shall not be liable for any actions or omissions of the Resolution Professional which are not in compliance with Applicable Law.	**Granted**
7.	The Resolution Professional issued a notice Inviting all potential claimants to submit their proofs of Claim. This was published in newspapers in accordance with Applicable Law. Pursuant to this notice the Resolution Professional has also received letters from persons whose claims were not yet crystallised as of the Insolvency Commencement Date. The Plan is being proposed in order to restructure the assets and liabilities of the Corporate Debtor and for the best interests of stakeholders of the Corporate Debtor to the extent possible. With this objective, the Resolution Applicant assumes that all Persons that have any Claims against the Corporate Debtor have filed their Claims and the verifiable Claims have been admitted by the Resolution Professional and disclosed in the Information Memorandum. Accordingly, the Resolution Applicant and the Corporate Debtor shall have no responsibility or liability in respect of any Claims against the Corporate Debtor attributable to the period prior to the date of implementation of the resolution plan other than any payments to be made under this resolution plan and all Claims along with any related legal proceedings, including criminal proceedings, shall stand irrevocably and unconditionally abated, settled and extinguished in perpetuity.	**Ordered**
8.	As of the date of implementation of the resolution plan, any Debt owed by the Corporate Debtor, which is barred by limitation under Applicable Law, shall immediately, irrevocably and unconditionally stand extinguished, waived and withdrawn on and from the date of implementation of the resolution plan, and no person shall have any further rights or claims against the Corporate Debtor and Resolution Applicant in this regard.	**Granted**

SL. NO	RELIEF AND/OR CONCESSIONS AND APPROVAL SOUGHT BY RESOLUTION APPLICANT (CHAPTER 16 OF RESOLUTION PLAN)	ORDERS THEREON
9.	Any and all rights and entitlements of any Governmental Authorities, any regulatory or local authority or body or any agency or instrumentality thereof or any other party or entity (under any agreement lease, license, approval, consent, privilege or permission), whether admitted or not, due or contingent, asserted or unasserted, crystallized or un-crystallized, known or unknown, secured or unsecured, disputed or undisputed, present or future, whether or not set out in the Information Memorandum, in relation to any period prior to the Approval Date pursuant to this Resolution Plan, shall be deemed to be permanently extinguished and discharged on and with effect from the Approval Date.	**Granted**
10.	On and with effect from the date of Implementation of the resolution plan, the rights of any Person (whether exercisable now or in the future and whether contingent or not) to sell or transfer of share capital of the Corporate Debtor shall stand unconditionally and irrevocably extinguished	**Granted, subject to the provision of Companies Act, 2013**
11.	The payment to persons contemplated in this resolution plan shall be the Corporate Debtor's and Resolution Applicant's full and final performance and satisfaction of all its obligations to such Persons and all Claims (Including, for the avoidance of doubt, any unverified portion of their Claims) of such Persons against the Corporate Debtor shall stand irrevocably and unconditionally settled and extinguished in perpetuity upon such discharge.	**Granted**
12.	On and with effect from the date of implementation of the resolution plan, all the outstanding negotiable instruments, if any, issued by the Corporate Debtor or by any Person on behalf of the Corporate Debtor including demand promissory notes, post- dated cheques and letters of credit, shall stand terminated and the Corporate Debtor's liability under such instruments shall stand extinguished.	**Granted**

SL. NO	RELIEF AND/OR CONCESSIONS AND APPROVAL SOUGHT BY RESOLUTION APPLICANT (CHAPTER 16 OF RESOLUTION PLAN)	ORDERS THEREON
13	All liabilities (whether contingent or crystallized) in relation to any corporate guarantees, indemnities and all other forms of credit support (including those availed by Corporate Debtor on a co-borrower arrangement, along with, any third party provided by the Corporate Debtor prior to the Approval Date, and all contingent liabilities disclosed in the annual audited financial statements of the Corporate Debtor and liabilities which are not in notice of Corporate Debtor or not acknowledged by the Corporate Debtor, shall stand extinguished and discharged on and with effect from the resolution plan Approval Date, at a NIL, value.	**Granted**
14.	Upon the approval of the Plan by the NCLT under Section 31 of the Code, all pending proceedings relating to the Corporate Debtor shall stand irrevocably and unconditionally abated in perpetuity, and all violation or breach of any agreement of the Corporate Debtor shall stand condoned or waived, and such agreements shall be treated as if no violation or breach has ever been committed	**Granted**
15.	On and with effect from the date of approval for the Resolution Plan by the Hon'ble NCLT, all paid-up Equity Shares of the Corporate Debtor, shall stand extinguished.	**Granted**

15.12. As far as the question of granting time to comply with the statutory obligations/seeking sanctions from governmental authorities is concerned, the Resolution Applicant is directed to do the same within one year as prescribed under section 31(4) of the Code.

15.13. In case of non-compliance with this order or withdrawal of the Resolution Plan by the Successful Resolution Applicant, the Monitoring Committee shall forfeit the Performance Security furnished by the Resolution Applicant in the form of Performance Bank Guarantees.

15.14. The Resolution Applicant is directed to make payment of the entire Resolution Plan amount within the time period stipulated under the Resolution Plan i.e. 90 days, failing which the entire amount paid by the Resolution Applicant *(including the Performance Guarantee)* as on the said date would stand automatically forfeited, without any recourse to this Tribunal.

15.15. Certified copy of this Order be issued on demand to the concerned parties, upon due compliance.

15.16. Liberty is hereby granted for moving any Application if required in connection with the implementation of this Resolution Plan.

15.17. A copy of this Order is to be submitted to the concerned Office of the Registrar of Companies.

16. **IA(IBC)(PLAN)/6/CHE/2024** stands **disposed of** accordingly.

17. The ***Registry*** is directed to send e-mail copies of the order forthwith to all the parties and their Learned Counsel for information and for taking necessary steps.

18. Files be consigned to the record.

-Sd-	**-Sd-**
VENKATARAMAN SUBRAMANIAM	**SANJIV JAIN**
MEMBER (TECHNICAL)	MEMBER (JUDICIAL)