

**THE NATIONAL COMPANY LAW TRIBUNAL**  
**JAIPUR BENCH**

**CORAM: MS. REETA KOHLI,**  
**HON'BLE JUDICIAL MEMBER**

**MS. KAVITA BHATNAGAR**  
**HON'BLE TECHNICAL MEMBER**

**IA (IBC) Plan No. 1/JPR/2025,**  
**In CP No. (IB)-99/7/JPR/2019**

**IN THE MATTER OF:**

**PUNJAB NATIONAL BANK**

**...Financial Creditor**

**VERSUS**

**TIRUPATI BALAJI ENTERPRISES PVT. LTD.**

**...Corporate Debtor**

**AND IN THE MATTER OF:**

**IA (IBC) Plan No. 1/JPR/2025**

**MEMO OF PARTIES**

**GARIMA DIGGIWAL, RESOLUTION**  
**PROFESSIONAL OF TIRUPATI BALAJI**  
**ENTERPRISES PVT. LTD**

91, Moji Colony, Malviya Nagar, Jaipur-  
302021 (Rajasthan).

**...Applicant/ Resolution Professional**

**For the Resolution Professional**

**:** Garima Diggiwal, in person  
Anurag Kalavatiya, Adv.  
Parul Singhal, Adv.

**Order Pronounced on: - 08.05.2026**

**ORDER**




**Per: Ms. Reeta Kohli, Judicial Member**



1. The present Application bearing *IA (IBC) (Plan) 01/JPR/2025* is filed by *Garima Diggiwal* ('Applicant'/ 'RP'), Resolution Professional of *Tirupati Balaji Enterprises Private Limited* ('Corporate Debtor'), under Section 30(6) and Section 31 of the Insolvency and Bankruptcy Code, 2016 ('Code') read with Regulation 39(4) of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 ('CIRP Regulations') seeking approval of the Resolution Plan submitted by *Shreenathji Realmart Private Limited* ('Successful Resolution Applicant' / 'SRA') which is approved with 100% voting share of Committee of Creditors ('CoC') of the Corporate Debtor. This Application has been filed seeking the following reliefs:

- a. *To approve the Resolution Plan submitted by the Successful Resolution Applicant, M/s Shreenathji Realmart Pvt. Ltd., which has been approved with 100% vote share of the CoC of Tirupati Balaji Enterprises Pvt. Ltd. in favour of the said Resolution Plan, in terms of Section 31 of the IBC;*
- b. *To declare that upon approval of the aforesaid Resolution Plan by the Hon'ble Tribunal, the provisions of the Resolution Plan shall be binding on the Corporate Debtor, its creditors, guarantors, members, employees, statutory authorities and other stakeholders in accordance with Section 31 of the IBC, and shall be given effect to and implemented, without any deviation, pursuant to the order of this Hon'ble Tribunal;*
- c. *To pass necessary order(s)/directions(s) in Favor of the Resolution applicant absolving him from/of all/any financial/statutory liabilities of the M/s Shreenathji Realmart Pvt. Ltd. accrued prior to the commencement of the CIRP except whatever stated in the Resolution Plan in accordance to Section 32-A of the IBC;*

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- d. *To issue necessary direction for detachment of property of the Corporate Debtor situated at Khasra No. 204,205,206,207, admeasuring 9600 sq. mt. at village Thikariya, Tehsil, Sanganer, Main Ajmer Road, Jaipur, in light of the Section 32-A of the IBC;*
  - e. *Issue necessary order(s)/direction(s) in favour of the Successful Resolution Applicant absolving it from/of all/any financial/statutory liabilities of the Corporate Debtor accrued prior to the commencement of the CIRP except whatever stated in the Resolution Plan in accordance with section 32A of the IBC;*
  - f. *To discharge the Resolution Professional, Mrs. Garima Diggiwal from the duties of the Resolution Professional of the Corporate Debtor;*
  - g. *To pass necessary order(s)/directions(s) approving the appointment of the monitoring agency as stipulated in the Resolution Plan;*
  - h. *To grant the requisite reliefs, concessions and prayers as sought under the Successful Resolution Plan; and*
  - i. *To pass such other necessary orders/directions as this Hon'ble Tribunal may deem fit and proper.*

2. The captioned Company Petition was filed by *Punjab National Bank* ('Financial Creditor') under Section 7 of the Code for initiation of Corporate Insolvency Resolution Process ('CIRP') against the Corporate Debtor, and the same was admitted by this Adjudicating Authority vide Order dated 31.10.2023. *Ms. Garima Diggiwal* was appointed as IRP ('Interim Resolution Professional'). Further, the CoC in its 1<sup>st</sup> CoC meeting dated 29.11.2023 confirmed and appointed the Applicant as Resolution Professional ('RP') for the Corporate Debtor.

3. In compliance with the provisions of the Code, in the 2<sup>nd</sup> CoC meeting held on 19.12.2023, the chairman informed the CoC that the updated list of creditors had been prepared based on claims received up to 11.12.2023. The

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list includes one secured financial creditor and two unsecured financial creditors.

4. Further, the registered Valuers appointed by the Applicant submitted their respective valuation reports for all the classes of assets of the Corporate Debtor. The average fair and liquidation value of the Corporate Debtor calculated on the basis of said valuation reports are reproduced hereunder:

1.	<i>Average Fair Value of the Corporate Debtor</i>	9,17,57,345.50/-
2.	<i>Average Liquidation Value of the Corporate Debtor</i>	6,85,70,840.50/-

5. The Applicant in accordance with Regulation 36A of the CIRP Regulations, published Form-G on 30.12.2023 in Economic Times and Mahanagar Times, both having circulation in Jaipur, Rajasthan, for submission of Expressions of Interest (“EOIs”) by prospective resolution applicants. The last date for submission of EOIs was 14.01.2024. However, no EOIs were received within the stipulated timeline. Accordingly, the Applicant issued an addendum to Form G, which was published on 15.01.2024, and, upon the request of the CoC, published another Form G on 17.01.2024. The revised last date for submission of EOIs was extended to 29.01.2024.
6. Thereafter, the Resolution Professional received 4 EoIs. The provisional list of Prospective Resolution Applicant (‘PRAs’) was issued on 08.02.2024 with the initial submission deadline set for 15.04.2024. This deadline was extended to 05.05.2024 following the approval by CoC at its 6th meeting.

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7. In the 8<sup>th</sup> CoC meeting the Applicant informed the CoC that three resolution plans were received from different PRAs. The Applicant apprised the CoC about the appointment of *M/s SAM & Associates*, Chartered Accountants as a consultant to evaluate resolution plan. The Applicant also presented a letter received from one of the PRA's on 14.05.2024, offering Rs. 6.51 crores. However, the Applicant clarified that the letter was submitted after the final deadline of 13.05.2024 for plan submission and EMD. The CoC opined that the offer made in the said letter still corresponds to the Liquidation value of the Corporate Debtor.
  8. Subsequently, the CoC advised the Applicant to issue a fresh Form-G with keeping the eligibility criteria, EMD and other terms and conditions same as before. Accordingly, a fresh Form G was issued on 06.06.2024. In the 11<sup>th</sup> CoC meeting held on 12.08.2024, Applicant informed the CoC that the final list of eligible Prospective Resolution Applicants had been issued on 16.07.2024. Further, the Applicant issued the Information Memorandum, Evaluation Matrix, and Request for Resolution Plan ("RFRP") to the CoC and the PRAs on 19.07.2024.
  9. Further, Financial Bidding Process among the PRAs was conducted on 24.10.2024. Subsequently, the PRAs were asked to share the Final Resolution Plan by 7.11.2024 according to the financial bid submitted by them.
  10. Upon approval of the resolution plan by the Committee of Creditors (CoC) with a 100% voting share during the 14<sup>th</sup> CoC meeting, and upon conclusion

of the voting window, the Applicant issued a Letter of Intent in favour of *Shreenathji Realmart Pvt. Ltd.* on 11.12.2024, declaring it as the Successful Resolution Applicant. The Applicant further called upon the Successful Resolution Applicant to submit a Performance Security of Rs. 1,00,00,000/- (Rupees One Crore Only) on or before 18.12.2024, either in accordance with Appendix-5 of the RFRP or by way of direct deposit through the real-time gross settlement system into the designated bank account of the Corporate Debtor. The Letter of Intent was duly acknowledged and unconditionally accepted by the Successful Resolution Applicant. Thereafter, the Successful Resolution Applicant furnished a Performance Guarantee of up to Rs. 1,00,00,000/- (Rupees One Crore Only) in favour of the Corporate Debtor on 16.12.2024.

11. The brief contours of the approved Resolution Plan of the Successful Resolution Applicant *Shreenathji Realmart Pvt. Ltd.* as highlighted by the Applicant RP are provided hereunder:

**a. Implementation and Distribution Schedule:**

<b>S. No</b>	<b>Type of claim payment</b>	<b>Amount of admitted Claims (Rs.)</b>	<b>Upfront within 30 days of approval of Resolution Plan by the Hon'ble Tribunal</b>	<b>Upfront within 90 days of approval of Resolution Plan by the Hon'ble Tribunal</b>	<b>Total payments under resolution plan</b>



1.	CIRP Expenses	0.00	50,00,000	-	50,00,000
2.	Operational Creditors (Workmen	0.00	0.00	0.00	0.00
3.	Secured financial creditors	22,65,50,619	0.00	15,00,000	12,25,00,000
4.	Operational creditors (Employees)	0.00	0.00	0.00	0.00
5.	Unsecured financial Creditors	2,01,26,736	0.00	0.00	0.00
6.	Statutory dues (Govt. Dues)	0.00	0.00	0.00	0.00
7.	Operational creditors	0.00	0.00	0.00	0.00
8.	Other creditors	0.00	0.00	0.00	0.00
	Total	2,67,77,345	50,00,000	15,00,000	12,75,000.00

**Note:** In addition to the amount proposed by Successful Resolution Applicant i.e., M/s Shreenathji Realmart Pvt. Ltd. has also proposed that proceeds from litigation with NHAI with regard to land acquisition which is as per Information Memorandum is Rs. 90.22 lakh or actuals would be assigned to Secured Financial Creditor. This amount would be over and above the amount allocated in the resolution plan. The Applicant has received a banker's cheque for an amount of INR 1,33,42,162/- from the ADJ-6 on 04.01.2024 and the same has been deposited into the CIRP Account. By virtue of the said the total amount allocated to the Secured Financial Creditor under the plan is INR 13,58,42,162/- (INR Thirteen Crores Fifty-Eight Lakhs Forty-Two Thousand One Hundred Sixty-Two Only)

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**b. Implementation Period of the Resolution Plan:**

<i>Description of Activity</i>	<i>Timeline- Estimated time period</i>
<i>Constitution of Monitoring Committee</i>	<i>Within 30 days of approval of resolution plan by Hon'ble NCLT, Jaipur Bench.</i>
<i>Reconstitution of Board</i>	<i>Within 30 days of approval of resolution plan by Hon'ble NCLT, Jaipur Bench</i>
<i>Upfront infusion of capital towards issuance of equity if any</i>	<i>Within 30 days of approval of resolution plan by Hon'ble NCLT, Jaipur Bench.</i>
<i>Payment of Insolvency Resolution Process Costs</i>	<i>Within 30 days of approval of resolution plan by Hon'ble NCLT, Jaipur Bench</i>
<i>Payment of Operational Creditor (workmen, employees, government dues and others) dissenting FCs and other creditors</i>	<i>Within 30 days of the date on which this Resolution Plan is approved by the Hon'ble NCLT, Jaipur Bench and the copy of the said order is duly received by the Resolution Applicants (NCLT Approval Date) or Approval of sale deed of the asset by District Collector along with the removal of attachment of the asset of Corporate Debtor by ED, whichever is later</i>
<i>Upfront Payment of dues to Financial Creditors</i>	<i>Within 30 days of approval of resolution plan by Hon'ble NCLT, Jaipur Bench</i>
<i>Complete handover of CD to RA</i>	<i>Within 30 days of approval of resolution plan by Hon'ble NCLT, Jaipur Bench</i>
<i>Deferred Payment to SFC</i>	<i>Within 90 days from the date of approval of resolution plan by Hon'ble NCLT, Jaipur Bench or effective date which is later</i>

12. The compliance of Section 30 of the Code and Regulation 37 and 38 of the CIRP Regulations 2016 and various other provisions of the Code as provided under the Resolution Plan is reproduced hereunder:

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Relevant Provision	Regulations	Compliance
Section 30(1)	A resolution applicant may submit a resolution plan along with an affidavit stating that he is eligible under section 29A to the resolution professional prepared on the basis of the information memorandum.	<i>Yes, the Resolution Applicant has submitted an affidavit under section 29A of the IBC regarding its eligibility to submit the Resolution Plan</i>
Section 30(2)(a)	Provides for the payment of insolvency resolution process costs in a manner specified by the Board in priority to the payment of other debts of the corporate debtor;	<i>Yes, The Resolution Plan provides Rs.50,00,000/- or actuals for payment of insolvency resolution process cost.</i>
Part 1 of Section 30(2)(b)	Provides for the payment of debts of operational creditors in such manner as may be specified by the Board which shall not be less than: (i) the amount to be paid to such creditors in the event of a liquidation of the corporate debtor under section 53; or (ii) (ii) the 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	<i>NA (As there are no claims of operational creditors)</i>

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	section 53, whichever is higher	
Part 2 of Section 30(2)(b)	Provides for the 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, which shall not be less than the amount to be paid to such creditors in accordance with sub-section (1) of section 53 in the event of a liquidation of the corporate debtor	<i>NA (Only 1 Financial Creditor which has voted in favour of the plan)</i>
Section 30(2)(c)	Provides for the management of the affairs of the corporate debtor after approval of the resolution plan;	<i>Yes, the Resolution Plan provides for the management of the corporate debtor after the approval of the resolution plan in Chapter 8 of the Resolution Plan. The Resolution Plan has also provided for constitution of Monitoring Committee, which shall supervise the implementation of Resolution Plan after the approval of the resolution plan. The said constitution of the Monitoring Committee has been approved by the Committee of Creditors</i>
Section 30(2)(d)	The implementation and supervision of the resolution plan;	<i>Yes, the Resolution Plan provides for the implementation and supervision of the resolution</i>

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		<p><i>plan. The Resolution Plan provides that:</i></p> <p><i>A Monitoring Committee shall be constituted to supervise the implementation of the Resolution Plan by the RA, which constitutes of Resolution Professional, one member of the CoC, one Nominee appointed by the Resolution Applicants. Newly constituted Board of Directors shall be responsible for the operations of the Corporate Debtor</i></p>
Section 30(2)(e)	Does not contravene any of the provisions of the law for the time being in force.	<i>Yes, the Resolution Plan provides that it does not contravene any of the provisions of the law for the time being in force.</i>
Section 30(2)(f)	Conforms to such other requirements as may be specified by the Board.	<i>Yes, the Resolution Plan confirms with all such as the Resolution plan is in conformity with other requirements, the RFRP and regulations made by the Board i.e., IBBI under IBC.</i>
Regulation 37(a)	Transfer of all or part of the assets of the corporate debtor to one or more persons;	<i>N.A.</i>
Regulation 37(b)	Sale of all or part of the assets whether subject to any security interest or not;	<i>N.A.</i>
Regulation 37(ba)	Restructuring of the corporate debtor, by way of merger, amalgamation and demerger;	<i>N.A.</i>

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Regulation 37(c)	The substantial acquisition of shares of the corporate debtor, or the merger or consolidation of the corporate debtor with one or more persons;	<i>Yes, the Resolution plan provides for substantial acquisition of shares of the Corporate Debtor. The equity share capital of the corporate debtor will be reduced and cancelled by 100%. A portion of the infused funds of the RA, up to Rs. 10 Lakh, will be used to allot fresh equity shares to the RA or its SPV within 30 days of the Hon'ble Tribunal's approval, at a face value of Rs. 10 each.</i>
Regulation 37(ca)	Cancellation or delisting of any NA shares of the corporate debtor, if applicable	<i>N.A.</i>
Regulation 37(d)	Satisfaction or modification of any security interest	<i>N.A.</i>
Regulation 37(e)	Curing or waiving of any breach of the terms of any debt due from the corporate debtor	<i>N.A.</i>
Regulation 37(f)	Reduction in the amount payable to the creditors;	<i>The distribution schedule has been provided for the said regulation.</i>
Regulation 37(g)	Extension of a maturity date or a change in interest rate or other terms of a debt due from the corporate debtor;	<i>N.A.</i>
Regulation 37(h)	Amendment of the constitutional documents of the corporate debtor;	<i>The RA has provided for its detail in the Chapter 5, Point 3 of the Resolution Plan</i>
Regulation 37(i)	Issuance of securities of the corporate property, debtor, for cash, securities, or in exchange for claims or	<i>The Resolution Plan provides for the cancellation and subsequent issuance of the equity shares of the Corporate Debtor</i>

	interests, or other appropriate purpose	
Regulation 37(j)	change in portfolio of goods or services produced or rendered by the corporate debtor	<i>No amendment or change in the portfolio of goods or services produced or rendered by the corporate debtor is envisaged/proposed.</i>
Regulation 37(k)	Change in technology used by the corporate debtor; and	<i>RA has proposed to evaluate &amp; use the technology best suited Corporate Debtor</i>
Regulation 37(l)	Obtaining necessary approvals from the central and state government and other authorities;	<i>Since necessary approvals of the central and state governments are already in place for the operation of the business, no additional approval from these authorities is envisaged. However, in case of expiry of approval, RA shall ensure obtaining shall ensure obtaining such approval from relevant authorities during implementation of the plan</i>
Regulation 37(m)	Sale of one or more assets of corporate debtor to one or more successful resolution applicants submitting resolution plans for such assets; and manner of dealing with remaining assets;	<i>N.A.</i>
Regulation 38(1)(a)	The amount payable under a resolution plan to the operational creditors shall be paid in priority over financial creditors	<i>N.A.</i>
Regulation 38(1)(b)	The amount payable under a resolution plan to the financial	<i>N.A.</i>

	creditors, who have a right to vote under sub-section (2) of section 21 and did not vote in favour of the resolution plan, shall be paid in priority over financial creditors who voted in favour of the plan.	
Regulation 38(1A)	A resolution plan shall include a statement as to how it has dealt with the interests of all stakeholders, including financial creditors and operational creditors, of the corporate debtor.	<i>Yes, the resolution plan includes a statement as to how it has dealt with the interests of all the stakeholders of the corporate debtor.</i>
Regulation 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 resolution plan approved by the Adjudicating Authority at any time in the past.	<i>Yes, the resolution plan includes a statement: <u>"Resolution Applicant or any of its related parties hasn't failed to implement or contributed to the failure of implementation, in the past of any resolution plan under the Insolvency and Bankruptcy Code.</u></i>
Regulation 38(2)(a)	A resolution plan shall provide the term of the plan and its implementation schedule	<i>Yes, the Resolution Plan provides the term of the plan and its implementation schedule</i>
Regulation 38(2)(b)	A resolution plan shall provide the management and control of the business of the corporate debtor during its term.	<i>Yes, the Resolution Plan provides for constitution of Monitoring Committee, formation of New Board, Appointment of employees.</i>
Regulation 38(2)(c)	A resolution plan shall provide adequate means for supervising its implementation.	<i>Yes, the Resolution Plan has adequate means for supervising its implementation, after approval of the resolution plan by the Hon'ble NCLT,</i>

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		<i>which will be through a Monitoring Committee.</i>
Regulation 38(3)(a)	A resolution plan shall demonstrate that it addresses the cause of default;	<i>Yes, the resolution plan provides for the cause of default.</i>
Regulation 38(3)(b)	A resolution plan shall demonstrate that it is feasible and viable;	<i>Yes, the plan demonstrates that it is feasible and viable which has also been considered by the Committee of Creditors.</i>
Regulation 38(3)(c)	A resolution plan shall demonstrate that it has provisions for its effective implementation	<i>Yes, the resolution plan provides for its effective implementation.</i>
Regulation 38(3)(d)	A resolution plan shall demonstrate that it has provisions for approvals required and the timeline for the same;	<i>Yes, the resolution plan provides for the same.</i>
Regulation 38(3)(e)	A resolution plan shall demonstrate that the resolution applicant has the capability to implement the resolution plan.	<i>Yes, the Resolution Applicant has the capability to implement the resolution plan.</i>
Regulation 39(1)(a)	A prospective resolution applicant in the final list may submit resolution plan or plans prepared in accordance with the Code and these regulations to the resolution professional electronically within the time given in the request for resolution plans under regulation 36B along with  (a) An affidavit stating that it is eligible under Section 29A to submit resolution plans	<i>The Resolution Applicant was a part of final list issued by the Resolution Professional.</i>  <i>The Affidavit is annexed with the resolution plan.</i>

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Regulation 39(1)(b)	**omitted	N.A.
Regulation 39(1)(c)	An undertaking by the prospective resolution applicant that every information and record provided in connection with or in the resolution plan is true and correct and discovery info of false formation and record at any time will render the applicant ineligible to continue in the corporate insolvency resolution process, forfeit any refundable deposit, and attract penal action under the Code.	Yes, the undertaking has been submitted by the Resolution Applicant.
Regulation 39(1A)	The resolution professional may, if envisaged in the request for resolution plan (a) allow modification of the resolution plan received under sub-regulation (1), but not more than once; or (b) Use a challenge mechanism to enable resolution applicants to improve their plans	<i>Challenge mechanism via online financial bidding was used to enable resolution applicants to improve their plans.</i>
Regulation 39(1B)	The committee shall not consider any resolution plan a) received after the time as specified by the committee under regulation 36B; or b) received from a person who does not appear in the final list of prospective resolution applicants; or	a) <i>The Resolution plan has been received within time specified by the committee under regulation 36B.</i> b) <i>The Resolution Applicant was part of Final List of PRAs.</i> c) <i>The Resolution Plan is compliant. The Resolution</i>

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	c) does not comply with the provisions of sub-section (2) of section 30 and regulation 39(1)	<i>Professional has also got compliance check done by expert professional and copy of the said report is attached herewith and marked as Annexure-8</i>
Regulation 39(2)	The resolution professional shall submit to the committee all resolution plans which comply with the requirements of the Code and regulations made thereunder along with the details of following transactions, if any, observed, found or determined by him: - (a) Preferential transactions under section 43; (b) Undervalued transactions under section 45; (c) extortionate credit transactions under section 50; and (d) fraudulent under section 66, and the orders, if any, of the adjudicating authority in respect of such transactions.	<i>The Resolution Professional has submitted to the committee all resolution plans which comply with the requirements of the Code and regulations made thereunder. Further, the Resolution Professional has determined no transaction u/s 43, 45, 50 &amp; 66 of the Code.</i>
Regulation 39(3)	The Committee shall- (a) evaluate the resolution plans received under sub-regulation (2) as per evaluation matrix; (b) record its deliberations on the feasibility and viability of each resolution plan;	<i>(a) The COC has thoroughly evaluated the resolution plans received under sub regulation (2) as per the evaluation matrix.          b) The CoC has recorded its deliberations on the</i>



		<i>feasibility and viability of each resolution plan</i>
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13. It is submitted that the Resolution Professional has perused the Resolution Plan and the same is in compliance with Section 30 of the Code and in compliance with Regulations 37, 38, and 39 of the CIRP Regulations. Further, the RP has provided necessary details with respect to compliance of these provisions in Form H.
14. This Adjudicating Authority has perused all the documents filed and carefully considered the submissions of the learned counsels for the Parties. Before proceeding further, it is incumbent to analyse that whether the Resolution Plan submitted by *Shreenathji Realmart Pvt. Ltd.* satisfies the mandatory requirements of the Code.
15. To address the aforementioned issue, it is relevant to refer to Section 30 of the Code, 2016 and the same is reproduced hereunder:

***“30. Submission of resolution plan***

*(1) A resolution applicant may submit a resolution plan [along with an affidavit stating that he is eligible under section 29A] to the resolution professional prepared on the basis of the information memorandum.*

*(2) The resolution professional shall examine each resolution plan received by him to confirm that each resolution plan--*

*(a) provides for the payment of insolvency resolution process costs in a manner specified by the Board in priority to the [payment] of other debts of the corporate debtor;*

*(b) provides for the payment of debts of operational creditors in such manner as may be specified by the Board which shall not be less than--*

*(i) the amount to be paid to such creditors in the event of a liquidation of the corporate debtor under section 53; or*

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(ii) *the 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 section 53,*

*whichever is higher and provides for the 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, which shall not be less than the amount to be paid to such creditors in accordance with sub-section (1) of section 53 in the event of a liquidation of the corporate debtor.*

*Explanation 1.--For the removal of doubts, it is hereby clarified that a distribution in accordance with the provisions of this clause shall be fair and equitable to such creditors.*

*Explanation 2.-- For the purposes of this clause, it is hereby declared that on and from the date of commencement of the Insolvency and Bankruptcy Code (Amendment) Act, 2019, the provisions of this clause shall also apply to the corporate insolvency resolution process of a corporate debtor—*

*(i) where a resolution plan has not been approved or rejected by the Adjudicating Authority;*

*(ii) where an appeal has been preferred under section 61 or section 62 or such an appeal is not time barred under any provision of law for the time being in force; or*

*(iii) where a legal proceeding has been initiated in any court against the decision of the Adjudicating Authority in respect of a resolution plan;]*

*(c) provides for the management of the affairs of the Corporate debtor after approval of the resolution plan;*

*(d) the implementation and supervision of the resolution plan;*

*(e) does not contravene any of the provisions of the law for the time being in force;*

*(f) conforms to such other requirements as may be specified by the Board.*

*[Explanation.-- For the purposes of clause (e), if any approval of shareholders is required under the Companies Act, 2013 or any other law for the time being in force for the implementation of actions under the resolution plan, such approval shall be deemed to have been given and it shall not be a contravention of that Act or law];*

*(3) The resolution professional shall present to the committee of creditors for its approval such resolution plans which confirm the conditions referred to in sub-section (2).*

*(4) The committee of creditors may approve a resolution plan by a vote of not less than 6[sixty-six] per cent. of voting share of the financial creditors, after considering its feasibility and viability, 7[the*

*manner of distribution proposed, which may take into account the order of priority amongst creditors as laid down in sub-section (1) of section 53, including the priority and value of the security interest of a secured creditor] and such other requirements as may be specified by the Board:*

*Provided that the committee of creditors shall not approve a resolution plan, submitted before the commencement of the Insolvency and Bankruptcy Code (Amendment) Ordinance, 2017(Ord. 7 of 2017), where the resolution applicant is ineligible under section 29A and may require the resolution professional to invite a fresh resolution plan where no other resolution plan is available with it:*

*Provided further that where the resolution applicant referred to in the first proviso is ineligible under clause (c) of section 29A, the resolution applicant shall be allowed by the committee of creditors such period, not exceeding thirty days, to make payment of overdue amounts in accordance with the proviso to clause (c) of section 29A:*

*Provided also that nothing in the second proviso shall be construed as extension of period for the purposes of the proviso to sub-section (3) of section 12, and the corporate insolvency resolution process shall be completed within the period specified in that sub-section.]*

*Provided also that the eligibility criteria in section 29A as amended by the Insolvency and Bankruptcy Code (Amendment) Ordinance, 2018 shall apply to the resolution applicant who has not submitted resolution plan as on the date of commencement of the Insolvency and Bankruptcy Code (Amendment) Ordinance, 2018.*

*(5) The resolution applicant may attend the meeting of the committee of creditors in which the resolution plan of the applicant is considered:*

*Provided that the resolution applicant shall not have a right to vote at the meeting of the committee of creditors unless such resolution applicant is also a financial creditor.*

*(6) The resolution professional shall submit the resolution plan as approved by the committee of creditors to the Adjudicating Authority.”*

16. Further, besides the requirements prescribed in Section 30 (2) of the Code, the Resolution Plan shall also comply with Regulation 38 of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 ('CIRP Regulations') which deals with mandatory contents of the Resolution

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Plan. For ease of reference, Regulation 38 of CIRP Regulations is reproduced hereunder: -

**“38. Mandatory contents of the Resolution Plan.**

.....  
 .....  
**(3). A resolution plan shall demonstrate that –**

- (a) it addresses the cause of default;**
- (b) it is feasible and viable;**
- (c) it has provisions for its effective implementation;**
- (d) it has provisions for approvals required and the timeline for the same; and**
- (e) the resolution applicant has the capability to implement the resolution plan.”**

17. Apropos a Resolution Plan, the scope of jurisdiction of the Adjudicating Authority concerning approval or rejection of the Resolution Plan under Section 31 of IBC is no more *Res-integra*. The Hon’ble Apex Court in the recent Judgment dated 12.02.2024 in the case of *Greater Noida Industrial Development Authority v Prabhjit Singh Soni and Anr, (2024) ibclaw.in 53 SC*, has observed as under:

*“28. Once the plan is approved by the COC, the RP has to submit it for approval of the Adjudicating Authority. As per sub-section (1) of Section 31 of the IBC, if the Adjudicating Authority is satisfied that the resolution plan as approved by the COC under sub-section (4) of Section 30 meets the requirements of sub-section (2) of Section 30, it has to approve the resolution plan. On its approval, the plan becomes binding on the CD and its employees, members, creditors, including the Central Government, any 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 other stakeholders involved in the resolution plan. **But where the Adjudicating Authority is satisfied that the resolution plan does not conform to the requirements***

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*referred to in subsection (1), it may, in exercise of power under subsection (2) of Section 31, by an order, reject the resolution plan.”*

18. Thus, the position of law is well settled that while considering a Resolution Plan, the Adjudicating Authority has to ensure that the Resolution Plan complies with the mandatory requirements prescribed under Section 30(2)(a) to (f) and failing which the Adjudicating Authority will not have any discretion but to reject the Resolution Plan as per Section 31(2) of the Code.
19. Hence, the instant Resolution Plan has to be tested on the touchstone of the mandatory requirements prescribed under Section 30(2) of the Code and Regulation 38 of the CIRP Regulations.
20. Regulation 38(3)(a) of the CIRP Regulations makes it mandatory for a Resolution Plan to address the **cause of default**. Chapter 3 of the Resolution Plan deals with causes of default by the CD and their redressal by the SRA. In the said Chapter, the SRA has identified ‘lack of revenue/operations since FY 2015’ as a sole cause of default.
21. The aforementioned cause of default has been addressed by the SRA in Chapter 3 of the Plan in the following manner:

*“We, as the Resolution Applicant, recognise that the Corporate Debtor (CD) understands that to address the cause of default, primarily it needs to bring complete overhaul in the assets of the company. The RA through this Resolution Plan has provided for complete overhauling of the assets to bring the assets to working and operational condition. We are committed to fostering the revival of the CD and creating a sustainable path forward”*

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22. A bare reading of aforementioned para makes it clear that the Resolution Plan does not thoroughly deals with the “Cause of Default” as envisaged in Regulation 38(3)(a) of the CIRP Regulations, rather the SRA has made an open-ended statement without going into the specifics. The SRA cannot bypass the mandatory requirements prescribed under the CIRP regulations by making vague and abstract statements without precisely dealing with causes of default. It is relevant to mention that the Resolution Plan is silent about how the SRA proposes to achieve this overhauling of assets of the CD. The statements provided in the Resolution Plan submitted by the SRA cannot be considered to be in compliance of Regulation 38(3)(a) of CIRP Regulations as there is no demonstration provided by SRA dealing with cause of default and hence, the Resolution Plan fails to deal with the causes of default which is a mandatory requirement under Regulation 38(3)(a) of CIRP Regulations.
23. Further, as per Regulation 38(3)(b) the Resolution Plan must demonstrate that it is **feasible and viable**. Moreover, as per Section 30 (4) of the Code, the CoC is required to assess the feasibility and viability of the Resolution Plan before approving the same.
24. In the instant case, it is merely mentioned as a formality by the RP under the compliance of the Regulation 38(3)(b) that “Yes, the plan demonstrates that it is feasible and viable which has also been considered by the Committee of Creditors.”. Further, in the disclaimer and undertaking to the Plan, the SRA has stated that “The Resolution Applicant clarifies that the Resolution Plan

is viable and feasible, and the information given about the Resolution Applicant in the Resolution Plan is true and correct.”

25. Moreover, the Resolution Plan was approved by the CoC in its 14<sup>th</sup> CoC meeting dated 05.12.2024 *vide* Agenda no. 14B. The same is reproduced as follows: -

*“RESOLVED THAT pursuant to Section 30(4) of the Insolvency and Bankruptcy Code 2016 read with Regulation 39 of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons Regulations, 2016, and other applicable provisions of Insolvency and Bankruptcy Code, 2016 and rules and regulations made thereunder, the consent of members of the CoC be and is hereby accorded to approve the Final Resolution Plan along with Addendum, if any, submitted by Shreenathji Realmart Put Ltd with all the Annexures and such consent is provided - after considering its feasibility and viability and the manner of distribution proposed by the said Resolution Applicant in the said Resolution Plan”*

26. Besides, the aforementioned statement there is not a single whisper about the feasibility and viability of the plan in the said CoC meeting and the Resolution Plan. The said meeting does not encapsulate exercise of commercial wisdom by the CoC apropos the feasibility and viability of the instant Resolution Plan.
27. Further, as per Regulation 38(3)(c) the Resolution Plan must demonstrate that it has provisions for its **effective implementation**. This Adjudicating Authority has come across an impediment in the Resolution Plan itself which contests its effective implementation. The Resolution Plan is conditional in nature and same can be demonstrated via following features of the Resolution Plan: -



27.1 The Resolution Plan commences with 'Disclaimers and Undertakings'. The same is reproduced as follows: -

**DISCLAIMERS AND UNDERTAKINGS**

1. The Resolution Applicant hereby undertakes that all information and records provided in connection with or in this Resolution Plan is, to its knowledge, true and correct as on the date of Resolution Plan and discovery of any false information and record, at any time, will render the Resolution Applicants ineligible, forfeit any refundable deposit and attract penal action under the Code.
2. The Resolution Applicant clarifies that the Resolution Plan is viable and feasible, and the information given about the Resolution Applicants in the Resolution Plan is true and correct.
3. The Resolution Applicant clarifies that the information of the Resolution Applicants and other persons herein is intended only for a background of the Resolution Applicant and this should not be construed as certified, a representation or warranty, either express or implied, of the Resolution Applicant including its Authorised Representatives and advisors for future performance.
4. While due care has been taken by the Resolution Applicant to draft and formulate this Resolution Plan, there may have been some inadvertent errors made. The Resolution Applicant reserves its right to rectify such errors by issuing clarifications/communications to the Resolution Professional and/or the Committee of Creditors.
5. It is requested by the Resolution Applicant, that he should be called for negotiations, if his Resolution Plan is not acceptable for any reason before any decision is made by COC. The Resolution Applicant shall make its best endeavour to put forth acceptable Resolution Plan.

The obligation of the Resolution Applicant to make an investment in the Corporate Debtor or implement the Resolution Plan proposed by it, shall only arise on the NCLT Approval Date and Effective Date (as defined in the Resolution Plan) as the case may be.

Since the obligation of Resolution Applicant to implement the Resolution Plan would arise on NCLT Approval Date and Effective Date, it is pertinent to refer to their respective interpretations as provided under the Resolution Plan. The same are reproduced as follows: -

*"Effective Date: The date on which this Resolution Plan is approved by the Adjudicating Authority i.e., Hon'ble NCLT, Jaipur and the copy of the said order is duly received by the Resolution Applicants (NCLT Approval Date) or Approval of sale deed of the asset by District Collector along with the removal of attachment of the asset of the Corporate Debtor by ED, whichever is later"*

*"NCLT Approval Date: The date on which this Resolution Plan is approved by the Adjudicating Authority i.e., Hon'ble NCLT,*

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*Jaipur and the copy of the said order is duly received by the Resolution Applicants.”*



27.2 At this juncture, it is pertinent to take note of the fact that the Corporate Debtor has only one asset i.e., a land situated at *Khasra no. 204, 205, 206, 207 at Gram Thikariya, Tehsil Sanganer, Ajmer Road, Jaipur* as mentioned in the IM. However, this very same sole asset of the CD is currently attached by Enforcement Directorate.

27.3 A perusal of “Disclaimers and Undertakings” makes it explicit that the Resolution Applicant’s obligation to infuse funds or implement the Resolution Plan arises only upon the occurrence of the NCLT Approval Date and the “Effective Date.” Crucially, the Effective Date itself is not fixed upon mere approval by the Adjudicating Authority; rather, it is expressly contingent upon subsequent events, namely the approval of the sale deed by the District Collector along with the removal of attachment over the Corporate Debtor’s **only** assets by Enforcement Directorate, with the later of these events determining the Effective Date.

27.4 On a conjoint reading of these provisions, it becomes evident that the Resolution Plan is inherently conditional and its implementation is dependent on the uncertain event of de-attachment of the asset by ED.

27.5 This built-in contingency renders the plan’s enforceability and timeline indeterminate. Accordingly, the ‘effective implementation’ of the Resolution Plan in the instant case is doubtful, as it is not self-operative

upon approval by this Adjudicating Authority but hinges on external and uncertain conditions. Such a conditional and contingent plan, lacking certainty in its execution, ought not to be permitted.

27.6 The Chapter 5 of the Resolution Plan provides for Financial Proposal-Settlement/ Restructuring Plan. The SRA has proposed to make a payment of Rs. 12.25 Cr to the sole Secured FC i.e., *Punjab National Bank* in the following manner: -

<b>Timeline</b>	<b>Total (Rs. In Lakh)</b>
Upfront Payment (within [90] days) of NCLT approval date -----A	<b>150.00</b>
Within *90 Days of Effective date	1075.00
Total Deferred payment-----B	1075.00
<b>Total----- A+B</b>	<b>12.25.00</b>

At the first glance, this timeline appears to provide an upfront payment to Secured FC within 90 days of NCLT approval date. But the same has to be read in the light of 'Disclaimers and Undertakings' which is reproduced as follows: -

*“The obligation of the Resolution Applicant to make an investment in the Corporate Debtor or implement the Resolution Plan proposed by it, shall only arise on the NCLT Approval Date and Effective Date (as defined in the Resolution Plan) as the case maybe.”*

27.7 It transpires that the upfront payment to Financial Creditor does not merely depends on the NCLT approval date as the obligation of the Resolution Applicant to implement the Resolution plan only arises on NCLT Approval Date **and** Effective Date. As discussed above, the

effective date in itself is based on (i) approval by the Adjudicating Authority; and (ii) approval of the sale deed by the District Collector along with the removal of attachment over the Corporate Debtor's **only** asset by Enforcement Directorate, whichever is later. Effectively, the upfront payment to FC would be made only after the event which occurs later in time, be it Approval of Plan by this Adjudicating Authority or approval of the sale deed by the District Collector along with the removal of attachment over the CD asset by ED.

27.8 Moreover, the term of the Resolution Plan, as discussed under Chapter 6 of the Plan is 90 days from the 'Effective Date'. Since the effective date in itself is indeterminate, it has a material bearing on the term of the plan.

27.9 Further, the Chapter 7 of the Resolution Plan provides for implementation schedule. The same is reproduced hereunder: -

Description of Activity	Timeline- Estimated time period (in days)
Approval of Resolution Plan by the Adjudicating Authority and receipt of order by the Resolution Applicants (NCLT Approval Date) <b>OR</b> Effective Date <b>which is later</b>	Y
Constitution of Monitoring Committee	NCLT Approval Date+30
Reconstitution of Board	NCLT Approval Date+30
Upfront infusion of capital towards issuance of equity if any	NCLT Approval Date+30
Payment of Insolvency Resolution Process Costs	NCLT Approval Date+30

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Payment of Operational Creditors (workmen, employees, government dues and others), dissenting FCs and other creditors	Effective Date+30
Upfront payment of dues to Financial Creditors	NCLT Approval Date+30
Complete handover of CD to RA	NCLT Approval Date+30
Deferred Payment to SFCs	Y+90

“Other Terms applicable on Implementation Schedule

1. ***It is further clarified that in case any stay/status quo ante/interim stay/injunction or any such or further order(s) is passed by any Court, Tribunal or Authority, with respect to this Resolution Plan, or its implementation or any other factors which ay have a bearing on this Resolution Plan, then such period of stay/ status quo/ status quo ante/ interim stay/ injunction or any such or further orders shall stand excluded from the aforesaid implementation schedule and the schedule shall stand automatically extended accordingly.***
2. *It is further clarified that an additional period of 90 Days shall be granted to the Resolution if the Date of order of ED removing attachment or release of property is beyond the implementation period.*
3. *Similarly, in case of any force majeure event or material adverse change, then period of such event or change shall stand excluded from the aforesaid implementation schedule and the schedule shall stand automatically extended accordingly.”*

27.10 On a perusal of the aforementioned ‘Other Terms applicable on Implementation Schedule’, it transpires that the implementation of the Plan in question hinges not only on the release of property of CD by ED but also on “any stay/status quo ante/interim stay/injunction or any such or further order(s) is passed by any Court, Tribunal or Authority, with respect to this Resolution Plan, or its implementation or any other factors which any have a bearing on this Resolution Plan”. This

condition not only makes the plan conditional but also adds a flavour of uncertain implementation owing to any future stay or injunction in any case/suit.

28. The Hon'ble Supreme Court in *Ebix Singapore Pvt. Ltd. v. CoC of Educomp Solutions Ltd. & Anr.*, (2022) 2 SCC 401 has discussed the scope of Regulation 38(3) as follows: -

*“153. Regulation 38(3) mandates that a Resolution Plan be feasible, viable and implementable with specific timelines. A Resolution Plan whose implementation can be withdrawn at the behest of the successful Resolution Applicant, is inherently unviable, since open-ended clauses on modifications/withdrawal would mean that the Plan could fail at an undefined stage, be uncertain, including after approval by the Adjudicating Authority.”*


29. The Resolution Plan in question is uncertain and conditional with regards to the timelines and implementation as it is contingent upon the ‘effective date’, which in turn is further contingent upon removal of attachment of CD’s property by ED. Thus, in our considered view this plan cannot be effectively implemented. Therefore, this kind of uncertainty provided under the plan cannot be approved under the provisions of the Code.
30. It is settled law, that conditional Resolution Plans cannot be approved under the Code and such Resolution Plans would diminish the objective for which the Code was enacted. If at all, this plan is approved it cannot be effectively implemented. The Proviso to Section 31(1) of the Code does not permit us to approve such conditional Resolution Plan. The Hon'ble Supreme Court of India in *Ebix Singapore Pvt. Ltd.* (supra) has held that a Resolution Plan

conditional to future events/ negotiations cannot be approved in its present form.

31. This Adjudicating Authority is conscious of the fact that the instant plan has been approved by the Committee of Creditors in its 14<sup>th</sup> meeting and it is a well-settled principle that the scope of judicial intervention in matters falling within the domain of the commercial wisdom of the Committee of Creditors is limited and restricted. Nevertheless, this Adjudicating Authority cannot remain a mere mute spectator when the CoC fails to discharge their responsibility as envisaged under the Code. While the commercial wisdom of the Committee of Creditors is respected and generally not subject to judicial interference, such deference is not absolute. As the statutory pivot of the insolvency framework, the decisions of the Committee of Creditors must be in consonance with the legal provisions.
32. In respect to the judicial scrutiny in the decisions taken by CoC, it is pertinent to refer to the Judgment of Hon'ble Supreme Court in the case of *M.K. Rajagopalan v. Dr. Periasamy Palani Gounder & Anr.*, (2023)ibclaw.in60SC wherein it was observed that: -

*"44.4. Although, the aspects aforesaid did not form the part of consideration of CoC but, they cannot be ignored merely with reference to the status assigned to the commercial wisdom of CoC. The principles underlying the decisions of this Court respecting the commercial wisdom of CoC cannot be over-expanded to brush aside a significant shortcoming in the decision making of CoC when it had not duly taken note of the operation of any provision of law for the time being in force."*

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Thus, the decisions of the CoC have to be in compliance of the provisions of the Code and the relevant laws. In the instant case, the CoC approved the plan without deliberating upon the feasibility and viability, particularly with respect to the implementation of the plan.

33. On the basis of the foregoing discussions, it can be undoubtedly said that this instant Resolution Plan is not focused on the resolution of the Corporate Debtor. On the appreciation of the definition of 'effective date', it is evident that the purpose and motive of the definition is to seek release of attachment of sole property of CD from the ED. The focus is not on resolution of the Corporate Debtor or implementation of the Plan but on getting the release of Attachment of sole asset of CD under the garb of the Plan. In this regard it is relevant to refer to the Judgment of Hon'ble Supreme Court in the case of *S. Rajendran v. The Deputy Commissioner of Income Tax (Benami Prohibition) & Ors.*, wherein it was observed that: -

*"23. The reliance placed on Section 32A and the moratorium under Section 14 is answered on statutory grounds. Section 32A is event-based and triggered only upon approval of a resolution plan or completion of a liquidation sale to an unconnected third party. Absent such approval, the immunity does not arise. The provision does not validate defective title nor retrospectively convert benami property into assets of the corporate debtor."*

34. This Adjudicating Authority deems it necessary to take note of the conduct of the Resolution Professional in the instant case. She had failed to duly examine the resolution plan prior to placing it before the Committee of Creditors, as mandated under Sections 30(2) and 30(3) of the Code. The plan in question does not comply

with Regulation 38(3) of the CIRP Regulations and appears neither feasible nor viable, with its effective implementation remaining doubtful. Although the RP has placed a compliance table on record, the same seems to have been submitted as a mere formality, without any substantive or diligent scrutiny of the plan as required under the statutory framework

35. Thus, **the Resolution Plan is rejected** being in violation of Section 30 (2) of the Code and Regulation 38(3) of CIRP Regulations 2016 and also being against the mandate and spirit of Code.
36. Further, the Hon'ble NCLAT in the Judgment of *Exclusive Motors Pvt. Ltd. v/s Sapan Mohan Garg (RP) and Anr.* (2025) ibclaw.in 803 NCLAT observed that: -

*“35. Since the Tribunal had some reservations on some issues, therefore, it remanded the case back to the CoC, following the decision of the Hon'ble Supreme Court in the case of Ebix Singapore (Supra) and Prabhjit Singh (Supra) in which it has been categorically held that the AA can only direct the CoC to reconsider certain elements of the resolution plan to ensure compliance under Section 30(2) before exercising its powers of approval or rejection as the case may be but in essence, the Tribunal has no jurisdiction to remand or remit the plan for a total reconsideration as it goes against the law laid down by the Hon'ble Supreme Court in the case of Ebix Singapore (Supra) because the Tribunal has the jurisdiction either to approve the plan or reject the same and call for a fresh plan but the entire plan cannot be sent back for reconsideration.”*

37. Since the instant Resolution Plan stands rejected, the Adjudicating Authority is left with no other option but to order the Corporate Debtor to go under liquidation in terms of the provision of Section 33(1) of the Code, which is reproduced as follows: -

**“33. Initiation of liquidation. —**

*(1) Where the Adjudicating Authority, —*

*(a) before the expiry of the insolvency resolution process period or the maximum period permitted for completion of the corporate insolvency resolution process under section 12 or the fast-track corporate insolvency resolution process under section 56, as the case may be, does not receive a resolution plan under sub-section (6) of section 30; or*

*(b) rejects the resolution plan under section 31 for the non-compliance of the requirements specified therein, it shall—*

*(i) pass an order requiring the corporate debtor to be liquidated in the manner as laid down in this Chapter;*

*(ii) issue a public announcement stating that the corporate debtor is in liquidation; and*

*(iii) require such order to be sent to the authority with which the corporate debtor is registered.”*


38. Thus, guided by the Judgment of the Hon’ble Apex Court and Hon’ble NCLAT and in view of Section 33(1)(b) of the Code, we deem it appropriate to initiate liquidation proceedings of the Corporate Debtor to maximize creditor value and conclude the insolvency process.

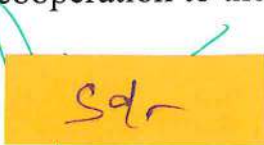
39. In view of the above, it is hereby ordered as follows: -


a) The Corporate Debtor *Tirupati Balaji Enterprises Pvt. Ltd.* is admitted into liquidation in terms of the Section 33(1)(b) of the Insolvency and Bankruptcy Code, 2016, to be conducted in accordance with Chapter III of the Code and the IBBI (Liquidation Process) Regulations, from the date of this Order.

b) In terms of Section 34 (4)(a) we deem it appropriate to appoint *Mr. Shyam Sundar Maheshwari* having registration no. *IBBI/IPA-001/IP-P-02115/2020-2021/13221* (email: [mhswr.shyam@gmail.com](mailto:mhswr.shyam@gmail.com)) as the Liquidator of the Corporate Debtor i.e., *Tirupati Balaji Enterprises Pvt. Ltd.*

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- c) The Moratorium declared under Section 14 of the Code shall cease to have effect from the date of the order of liquidation.
- d) A fresh moratorium under Section 33(5) of the Code is declared, prohibiting the institution of suits or proceedings against the Corporate Debtor, except as provided under the Code, effective from the date of this Order until the completion of the liquidation process.
- e) The Liquidator shall make every endeavour to take charge of the Corporate Debtor's assets, books, and records forthwith and perform all duties as prescribed under Section 35 to 50 of the Code and the IBBI (Liquidation Process) Regulations, 2016.
- f) The Liquidator is directed to file a preliminary report within 75 days of this Order, as per Regulation 13 of the IBBI (Liquidation Process) Regulations, 2016 and submit periodical progress reports to this Tribunal in terms of the Liquidation Regulations, 2016.
- g) The Liquidator so appointed shall complete the liquidation process as per the provisions of the Code r/w the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016.
- h) All the powers of the Board of Directors, Key Managerial Persons, and the partner of the Corporate Debtor, as the case may be, hereafter cease to exist. All these powers henceforth vest with the Liquidator.
- i) The Creditor, as well as the Personnel of the Corporate Debtor, including the suspended management, are directed to extend all cooperation to the





Liquidator as required by him in managing the liquidation process of the Corporate Debtor in terms of Section 19 of the Code.

- j) The Liquidator will charge fees for the conduct of the liquidation proceedings in proportion to the value of the liquidation estate assets as specified by IBBI and same shall be paid to the Liquidator from the proceeds of the liquidation estate in terms of Section 53 of the Code.
- k) This Liquidation order shall be deemed to be notice of discharge to the officers, employees, and workmen of the Corporate Debtor except to the extent of the business of the Corporate Debtor to be continued during the liquidation process by the Liquidator.
- l) This Adjudicating Authority directs the Liquidator to issue a public announcement stating that the Corporate Debtor is in liquidation. The Liquidator will also serve a copy of this order to the various Government Departments such as Income Tax, GST, VAT, EPFO, and all financial and other creditors etc., who are likely to have any claim upon the Corporate Debtor so that the authorities concerned are informed of the liquidation order timely.
- m) The present Resolution Professional is directed to hand over the relevant documents and control of the Corporate Debtor to the newly appointed liquidator within a period of 3 days from the date of passing of this Order.
- n) The Registry is directed to communicate this order to the concerned parties in all the Interlocutory Application, Registrar of the Companies,

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IBBI, the Resolution Professional, the SRA, and the Liquidator within 3 days of passing of the order.

o) Liberty is granted to the Liquidator to approach this Tribunal for any further directions or clarifications as may be required during the liquidation process.

40. Accordingly, *IA (IBC) Plan No. 01/JPR/2025* stands dismissed and disposed of.
41. The Registry is also directed to send e-mail copies of the order forthwith to all the parties/ their Learned Counsel for information and for taking necessary steps.
42. **Further, the Assistant Registrar, Jaipur shall ensure compliance to the directions given to the Registry in Para 39 (n) and Para 41 of the Order failing which necessary action will be taken against the Assistant Registrar, Jaipur.**

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**REETA KOHLI  
JUDICIAL MEMBER**

Dated: 08.05.2026

**Note of Concurrence***(To be added to the order of Member Judicial)***IA (IBC) (Plan) No. 1/JPR/2025 in CP No. (IB) - 99/7/JPR/2019***(Punjab National Bank Vs. M/s Tirupati Balaji Enterprises Pvt. Ltd.)***Per: - Kavita Bhatnagar, Technical Member**

1. I have gone through the order by the Ld. Member(J) rejecting the resolution plan submitted in the present case. Upon an independent consideration of the pleadings, the material placed on record, and the provisions of the Code, I am in agreement with the conclusion that the resolution plan cannot be approved. I, however, consider it appropriate to supplement the reasoning with certain additional observations.
2. I have also considered the broader issue as to whether, in view of the attachment of the sole asset of a CD by the ED the very the exercise of inviting and considering resolution plans is rendered otiose and whether in such uncertain conditions receiving any unconditional resolution plan is even a possibility. In this regard, first of all it is clarified that the insolvency framework under the Code does not preclude initiation or continuation of the CIRP merely on account of such attachment even if it is the sole asset of the CD. Secondly, the process of inviting resolution plans is intended to test the market for viable and implementable proposals, and it remains open to






prospective resolution applicants to structure plans taking into account such legal contingencies and risks.

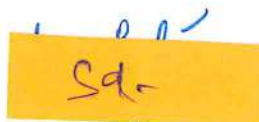
3. However, what is required to be approved under Section 31 of the Code is a resolution plan which is capable of implementation in praesenti and is not rendered wholly contingent upon the occurrence of uncertain events beyond the control of the stakeholders under the Code. In the present case, the resolution plan as approved by the CoC is expressly conditional upon the prior release of the attached asset by the ED and the subsequent transfer of title in favour of the Successful Resolution Applicant. The said condition is fundamental to the feasibility and viability of the plan, inasmuch as the lifting of such attachment is neither certain nor within any determinable timeline, and is subject to independent statutory proceedings under the PMLA.
4. Thus, while the CIRP process itself cannot be faulted, the plan placed for approval is, in substance, a contingent arrangement lacking present enforceability, and therefore fails to satisfy the mandate of Section 30(2)(d) of the Code. Approval of such a conditional plan would, in effect, place the insolvency process in abeyance pending the outcome of independent proceedings, which is contrary to the time-bound framework of the Code.
5. In this context, I also consider it appropriate to address the observations made in relation to the conduct of the Resolution Professional. While certain





deficiencies have been noticed in the examination of the resolution plan, the record reflects that the RP has undertaken the CIRP in accordance with the procedural requirements of the Code, including issuance of public announcement, collation and verification of claims, constitution and conduct of meetings of the CoC and placing the resolution plan along with the requisite compliance documentation before the CoC for its consideration and after approval by the CoC of the Resolution Plan, placing the recommendation of the CoC before this Adjudicating Authority as he is bound to do.

6. The infirmity leading to rejection of the plan, in my considered view, arises primarily from the intrinsic nature of the resolution plan itself, which is wholly contingent upon the prior release of the attached asset by the ED, an event which is uncertain and beyond the control of the stakeholders under the Code. The assessment of feasibility and viability of such a plan falls within the judicial scrutiny of this Adjudicating Authority at the stage of approval under Section 31, and cannot be regarded as a matter resting solely upon the conduct of the RP.
7. In these circumstances, the rejection of the resolution plan ought not to be construed as a reflection on the discharge of statutory duties by the RP, but rather as a consequence of the legal and practical limitations inherent in the plan itself.





8. I have also considered the issue as to whether, in the course of liquidation proceedings, the existence of an attachment over the sole asset of the CD by the ED would render the liquidation process itself unworkable and also end up in the same manner as the Resolution Plan or require the Liquidator to await the outcome of proceedings under the PMLA before taking steps under the Code.
9. In this regard, it is necessary to distinguish the nature of a resolution plan from that of liquidation proceedings. While a resolution plan is required to be capable of immediate and effective implementation and cannot be based entirely on uncertain future events, liquidation under Chapter III of the Code is a process which envisages taking custody, control and eventual realisation of the assets of the CD in accordance with law, even where such assets are subject to continuing legal encumbrances.
10. The existence of an attachment by the ED does not, therefore, bar the initiation of liquidation, though it may have a bearing on the manner and timeline of realisation of the asset. The Liquidator is empowered under Section 35 of the Code to take custody and control of the assets of the CD and to take such steps as may be necessary for their preservation and realisation, including approaching the competent forum for appropriate relief in respect of such attachment.

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11. Accordingly, while the liquidation of the CD is to proceed in terms of Section 33 of the Code, it is clarified that the Liquidator shall take custody and control of the assets of the CD subject to the attachment proceedings initiated by the ED and shall be at liberty to take appropriate steps in accordance with law before the competent authority for release, de-attachment, or appropriate dealing with such asset.
12. In view of the rejection of Resolution Plan a consequential direction is hereby given that the Earnest Money deposited by the SRA shall be refunded in accordance with the terms of process documents there being no default attributable to the said Applicant. The CIRP costs incurred shall be dealt with in accordance with the provisions of the Code and shall form part of the Liquidation costs to be paid in priority in terms of section 53 thereof.
13. Subject to the above additional observations, I concur with the conclusion and directions contained in the order of Ld. Judicial Member(J).

A yellow rectangular box containing a handwritten signature in black ink.

**Kavita Bhatnagar**  
**Member Technical**  
**NCLT Jaipur Bench**