S.No.02

IN THE NATIONAL COMPANY LAW TRIBUNAL
HYDERABAD BENCH – II
VC AND PHYSICAL (HYBRID) MODE

ATTENDANCE CUM ORDER SHEET OF THE HEARING HELD ON
21.08.2026 AT 10:30 A.M.

IA (IBC) (Liq)/08/2025, IA (IBC)/1236/2025, IA (IBC)/1181/2025
IA (IBC)/478/2025 & IA (IBC)/636/2024 in
Company Petition IB/666/7/HDB/2018
U/s 7 of IBC

IN THE MATTER OF:
Punjab National Bank …**Petitioner/s**

Vs
Splendid Metal Products Ltd …**Respondent**/s

C O R A M:-
SHRI. RAJEEV BHARDWAJ, HON'BLE MEMBER (JUDICIAL)
SHRI. SANJAY PURI, HON'BLE MEMBER (TECHNICAL)

O R D E R

IA (IBC) (Liq)/08/2025

Present: Mr. T. Ravichandran, Ld. Counsel for the Applicant.

Orders pronounced, recorded vide separate sheets.

In the result, this application is allowed.

IA (IBC)/1236/2025

Present: Mr. T. Ravichandran, Ld. Counsel for the Applicant.

Orders pronounced, recorded vide separate sheets.

In the result, this application is rejected.

IA (IBC)/1181/2025

Present: Mr. T. Ravichandran, Ld. Counsel for the Applicant.

Orders pronounced, recorded vide separate sheets.

In the result, this application is dismissed.

Contd.P.2

IA (IBC)/478/2025

Present: Mr. T. Ravichandran, Ld. Counsel for the Respondent.

Orders pronounced, recorded vide separate sheets.

In the result, this application is dismissed.

IA (IBC)/636/2024

Orders pronounced, recorded vide separate sheets.

In the result, this application is rejected.

Sd/- Sd/-

MEMBER(T) MEMBER(J)

IN THE NATIONAL COMPANY LAW TRIBUNAL
HYDERABAD BENCH - II

IA (IBC) 1236 of 2025, IA (IBC) 478 of 2025, IA (IBC) 636/2024, IA (IBC) 1181/2025 & IA (IBC) Liq. 8/2025

in

CP (IB) No. 666/7/HDB/2018

In the matter of
Punjab National Bank vs. Splendid Metal Products Limited

I. IA (IBC) No. 1236 of 2025 - Date of Institution: 28.05.2025

In the matter of:

Bank of India
Representing the erstwhile Committee of Creditors of
M/s.Splendid Metal Products Limited
(now known as Thalaivar Steels Limited)
Having its Asset Recovery Branch at
4th Floor, No.30, (Old No.17)
Errabalu Street, Parrys
Chennai – 600 001.
Email: ARB.Chennai@bankofindia

… Applicant

Vs.

M/s.Puissant Global Private Limited
Trend India Business Centre
8th Floor, RR Tower 5
South Phase, Ambedkar Nagar
SIDCO Industrial Estate
Chennai – 600 032
Email id: info@puissantglobal.com

... Respondent

<u>Counsels/Parties Present</u>:

For the Applicant : Mr.T. Ravichandran & Ms. Santhiya, Advocates
For the Respondent : Mr.Arjun Suresh, Advocate

II. <u>IA (IBC) No. 478 of 2025</u> - Date of Institution: 27.02.2025

<u>In the matter of:</u>

M/s.Puissant Global Private Limited
Regd. Office: Trend India Business Centre
8th Floor, RR Tower, 4 South Phase, Ambedkar Nagar
SIDCO Industrial Estate
Chennai – 600 032, Tamilnadu
Email id: info@puissantglobal.com

… Applicant

Vs.

Mr. T. Sathisan
(Chairman of the Monitoring Committee &
Erstwhile Resolution Professional / Monitoring Agent of
Thalaivar Steels Limited – formerly known as
Splendid Metal Products Limited
Registered Address:
A-1-1, Mahindra Splendor
LBS Marg, Bhandup Mumbai, India – 400 078
Email: sathisan2011@gmail.com

… Respondent

<u>Counsels/Parties Present</u>:

For the Applicant : Mr.Arjun Suresh, Advocate
For the Respondent : Mr.T. Ravichandran, Advocate

III. IA (IBC) 636/2024 - Date of Institution: 18.03.2024

In the matter of:

Bank of India
Having its Asset Recovery Branch at
4th Floor, No.30, (Old No.17)
Errabalu Street, Parrys
Chennai – 600 001.
Email: ARB.Chennai@bankofindia
Represented by its Authorised Signatory

… Applicant

Vs.

M/s.Invent Assets Securitisation and Reconstruction Private Limited
A-903, Building No.125
Chembur Ratnadeep CHS, Tilaknagar
Chembur
Mumbai – 400 089

... Respondent

Counsels/Parties Present:

For the Applicant : Mr.T. Ravichandran, Advocate
For the Respondent : Mr.Arjun Suresh, Advocate

IV. IA (IBC) 1181/2025 - Date of Institution: 28.05.2025

In the matter of:

Bank of India
Representing the erstwhile Committee of Creditors of
M/s.Splendid Metal Products Limited
(now known as Thalaivar Steels Limited)
Having its Asset Recovery Branch at
4th Floor, No.30, (Old No.17)
Errabalu Street, Parrys
Chennai – 600 001.
Email: ARB.Chennai@bankofindia

… Applicant

Vs.

M/s.Puissant Global Private Limited
Trend India Business Centre
8th Floor, RR Tower 5
South Phase, Ambedkar Nagar
SIDCO Industrial Estate
Chennai – 600 032
Email id: info@puissantglobal.com

... Respondent

Counsels/Parties Present:

For the Applicant	: Mr.T. Ravichandran, Advocate
For the Respondent	: Mr.Arjun Suresh, Advocate

V. IA (IBC) Liq. 8/2025 - Date of Institution: 17.07.2025

In the matter of:

Bank of India
Representing the erstwhile Committee of Creditors of
M/s. Splendid Metal Products Limited
(now known as Thalaivar Steels Limited)
Having its Asset Recovery Branch at
4th Floor, No.30, (Old No.17)
Errabalu Street, Parrys
Chennai – 600 001.
Email: ARB.Chennai@bankofindia

… Applicant

Vs.

M/s.Puissant Global Private Limited
Trend India Business Centre
8th Floor, RR Tower 5
South Phase, Ambedkar Nagar
SIDCO Industrial Estate
Chennai – 600 032
Email id: info@puissantglobal.com

... Respondent

Counsels/Parties Present:

For the Applicant : Mr.T. Ravichandran, Advocate
For the Respondent : Mr.Arjun Suresh, Advocate

Date of Order : 21.08.2026

CORAM:

Shri Rajeev Bhardwaj, Hon'ble Member (Judicial)
Shri Sanjay Puri, Hon'ble Member (Technical)

ORDER

1. IA (IBC) No. 1236 of 2025, IA (IBC) No. 478 of 2025, IA (IBC) No. 636 of 2024, IA (IBC) No. 1181 of 2025 and IA (IBC) Liq. No. 8 of 2025 arise out of the same Company Petition, namely, CP (IB) No. 666/7/HDB/2018. The Applications, in substance, concern the implementation of the Approved Resolution Plan (**ARP**) approved by this Adjudicating Authority on 08.04.2021 and the consequences arising from the alleged non-compliance with the terms thereof. Since the issues arising in these Applications are interconnected and overlapping, they are being considered together and are disposed of by this Common Order.

2. **IA (IBC) No. 1236 of 2025** has been filed by Bank of India, a member of the erstwhile Committee of Creditors (**Financial Creditor/FC**), against M/s Puissant Global Private Limited (**Successful Resolution Applicant/SRA**), alleging failure on the part of the SRA to implement the ARP approved by this Adjudicating Authority vide Order dated 08.04.2021 in IA No. 981 of 2020. The Financial Creditor has, inter alia, sought the following reliefs:

To declare that:

a. *The Respondent has failed to implement the plan approved by this Tribunal in IA/981/2020 on 08.04.2021.*

b. *Direct the IBBI to take appropriate action against the Respondent for violation of the provisions of Section 74 of the Code and lodge appropriate complaint with the jurisdictional registry.*

3. **IA (IBC) No. 478 of 2025** has been filed by M/s Puissant Global Private Limited (**SRA**) against T. Sathisan, Chairman of the Monitoring Committee (**MC**), seeking, inter alia, directions for implementation of the ARP and release of the securities contemplated thereunder. The SRA has sought the following reliefs:

a. *Direct the Respondent being the representative of the Monitoring Committee comprising the secured creditors to release the title documents and security interest over the Manjakarni and Unit-VI Shadnagar, Telangana, in consonance with the approved resolution plan as described in Annexure 21 of the approved resolution plan;*

b. *Declare that the financial creditors of the Corporate Debtor have acted in contravention of the approved resolution plan and refer the matter to the Insolvency and Bankruptcy Board of India;*

c. *Direct the Respondent to call upon the financial creditors to whom the Third Instalment and accrued interest was paid, to repay the same to the Applicant with interest at the rate of 18% per annum from the date of receipt of payment by the creditor till the actual date of payment.*

4. **IA (IBC) No. 636 of 2024** has been filed by Bank of India against Invent Assets Securitisation and Reconstruction Private Limited, the Co-Resolution Applicant, alleging failure to implement the Resolution Plan approved by this Adjudicating Authority on 08.04.2021. The Applicant has sought, inter alia, the following reliefs:

To declare that:

a. *The Respondent has failed to implement the Plan approved by this Hon'ble Tribunal in IA/981/2020 on 08.04.2021.*

b. *Direct the IBBI to take appropriate action against the Respondent for violation of the provisions of Section 74 of the code and lodge appropriate complaint with the jurisdictional registry; and*

c. *Such other orders which are deemed fit and necessary in the nature and circumstances of the case and thus render justice.*

5. **IA (IBC) No. 1181 of 2025** has been filed by Bank of India against M/s. Puissant Global Private Limited, seeking, inter alia, an injunction restraining the Respondents from alienating the immovable properties which, according to the Applicant, were released by the Applicant and the other lenders pursuant to the ARP. The Applicant has also sought such other orders as may be deemed fit and proper in the facts and circumstances of the case.

6. **IA (IBC) Liq. No. 8 of 2025** has been filed by Bank of India against M/s.Puissant Global Private Limited, seeking, inter alia, an Order for Liquidation of the Corporate Debtor, namely, M/s.Splendid Metal Products Limited, now known as Thalaivar Steels Limited, along with such other

orders as may be deemed fit and proper in the facts and circumstances of the case.

Background

7. The Corporate Debtor was admitted into CIRP vide Order dated 04.04.2019. Mr Sathisan was appointed as Interim Resolution Professional (**IRP**) pursuant to the Order dated 04.04.2019, was confirmed as Resolution Professional (**RP**) by the CoC on 15.05.2019. The Resolution Professional prepared the Information Memorandum and circulated the same to the members of the CoC by email dated 10.06.2019.

8. The Resolution Professional received the final Resolution Plan jointly submitted by M/s.Antanium Holdings Private Limited (**AHPL**) and M/s.Invent Assets Securitisation and Reconstruction Private Limited (**IASRPL**) on 28.09.2020. The Resolution Plan was considered by the CoC in its 24th meeting held on 08.10.2020 through video conferencing. The Resolution Plan was approved by members holding 91.1% of the voting share of the CoC.

9. Following its approval by the CoC, the Resolution Professional filed IA No. 981 of 2020 seeking approval of the Resolution Plan before this Adjudicating Authority. The Resolution Plan was approved by Order dated 08.04.2021 and consequently became binding upon all stakeholders.

10. Thereafter, AHPL filed IA No. 1081 of 2022 seeking extension of time for payment of the balance instalments and other consequential reliefs. The said Application was disposed of by Order dated 22.11.2022.

Subsequently, M/s.Puissant Global Private Limited, a wholly owned subsidiary of AHPL, filed IA No. 181 of 2023 seeking its substitution in place of AHPL as the Successful Resolution Applicant for implementation of the Approved Resolution Plan. By order dated 31.10.2023, this Adjudicating Authority allowed the substitution on the basis of an undertaking furnished by the substituted SRA to faithfully comply with all obligations under the Approved Resolution Plan, including payment of the outstanding instalments.

11. Clause 1.2(v) of the Approved Resolution Plan prescribed the schedule for redemption payments. A total amount of Rs.4,47,10,60,000/- was payable in seven instalments commencing from the Effective Date, i.e., 18.06.2021**,** as detailed below (without taking into account the contractual cure period of 90 days):

Instal-ment	Amount (Rs.)	Period from Effective Date	Scheduled Date	Status
1st	60,00,00,000	90 days	18.09.2021	Paid on 30.09.2021
2nd	50,00,00,000	12 months	18.06.2022	Paid on 31.05.2024
3rd	50,00,00,000	24 months	18.06.2023	Paid on 21.11.2024
4th	50,00,00,000	36 months	18.06.2024	Unpaid
5th	62,00,00,000	48 months	18.06.2025	Unpaid
6th	62,00,00,000	60 months	18.06.2026	Unpaid
7th	113,10,60,000	66 months	18.06.2026	Unpaid

I. IA (IBC) No. 1236 of 2025

Application

12. The issue relating to non-implementation of the Approved Resolution Plan was deliberated upon in the 4th and 5th meetings of the Monitoring Committee held on 29.08.2022 & 03.09.2022; and 19.09.2022 respectively. During the said meetings, the Monitoring Committee considered the defaults allegedly committed by the Resolution Applicants and the measures required for implementation of the ARP.

13. Clause 1.2(v) of the ARP defines an "Event of Default" as a default committed by the Resolution Applicant in making payment to the Financial Creditors beyond ninety days from the timelines stipulated therein. It is the Applicant's case that the contractual cure period expired on 16.09.2022 without payment of the second instalment.

14. AHPL, one of the Co-Resolution Applicants, subsequently entered creditors' voluntary winding-up proceedings under the Laws of Singapore, and a Liquidator came to be appointed in respect thereof. IASRPL, the other Co-Resolution Applicant, is alleged to have failed to revive the business operations of the Corporate Debtor in accordance with the ARP.

15. In view of the alleged default in implementation of the ARP, the Monitoring Committee addressed a communication dated 19.11.2022 to IASRPL calling upon it to make payment of the second instalment and to take necessary steps for implementation of the ARP.

16. The Resolution Applicants are alleged to have failed to comply with the obligations undertaken under the ARP by not adhering to the payment schedule, failing to revive the business operations of the Corporate Debtor in the manner envisaged under the Plan, and permitting one of the Co-Resolution Applicants to enter voluntary liquidation proceedings under the Laws of Singapore.

17. Owing to the continued defaults in implementation of the ARP, the Chairman of the Monitoring Committee filed IA No. 1578 of 2022 under Section 33(3) of the Insolvency and Bankruptcy Code, 2016 seeking Liquidation of the Corporate Debtor. The said Application was disposed of by Order dated 12.09.2024, wherein this Adjudicating Authority observed that the Monitoring Committee had authorised the Chairman only to initiate proceedings for non-implementation of the ARP and that the Application did not disclose how the interests of any person, other than the Corporate Debtor, had been prejudicially affected by the alleged contravention.

18. IASRPL thereafter filed IA No. 540 of 2023 seeking extension of time for payment of the second to seventh instalments under the ARP. The application came to be dismissed by this Adjudicating Authority. Subsequently, IASRPL made payment of the second instalment belatedly and filed IA No. 1159 of 2024 seeking permission to sell the Manjakarni Unit and deposit the sale proceeds into the no-lien account maintained by the Chairman of the Monitoring Committee towards payment of the third instalment.

19. The sequence of events following approval of the ARP is stated to demonstrate continuous non-adherence to the timelines stipulated therein. Instead of implementing the ARP in accordance with its terms, the Respondent repeatedly approached this Adjudicating Authority seeking extension of time and modification of its obligations under the ARP.

20. It is further the Applicant's case that, in view of the continued defaults, proceedings under Section 33(3) of the Code seeking liquidation of the Corporate Debtor have already been initiated by the Chairman of the Monitoring Committee and are presently pending consideration before this Adjudicating Authority.

21. The failure of the Resolution Applicants to implement the ARP within the stipulated timelines is alleged to defeat the objective of a time-bound insolvency resolution under the Code. The repeated defaults and failure to discharge the instalments in accordance with the ARP are stated to have caused prejudice to the interests of the Financial Creditors.

22. On the aforesaid premises, the Applicant contends that the Respondent has failed to implement the ARP approved by this Adjudicating Authority by Order dated 08.04.2021, thereby attracting the provisions of Section 74(3) of the Code. Accordingly, the Applicant seeks a declaration that the Respondent has failed to implement the ARP and consequential directions to the Insolvency and Bankruptcy Board of India to take action in accordance with Law for the alleged contravention of Section 74 of the Code, together with such other and further orders as this Adjudicating Authority may deem fit in the facts and circumstances of the case.

Counter

23. The SRA raises a preliminary objection to the maintainability of the present application under Section 74(3) of the Code. It is asserted that the Application proceeds on an incomplete narration of facts, does not disclose the entire sequence of events that transpired during implementation of the Approved Resolution Plan, and ignores the manner in which the ARP was structured for implementation.

24. According to the SRA, the ARP envisaged implementation through phased instalment payments coupled with phased release of securities. The framework required coordinated and reciprocal performance by the SRA and the Secured Financial Creditors and did not contemplate unilateral performance by either side. While it is not disputed that the second and third instalments were paid belatedly, the payments, together with delayed interest, were accepted and appropriated by the lenders. Consequently, the implementation of the ARP progressed and could not thereafter be retrospectively characterised as non-implementation.

25. The Monitoring Committee is stated to have recorded receipt of the third instalment together with delayed interest on 21.11.2024. By email dated 07.01.2025, the SRA informed the Chairman of the Monitoring Committee that, having paid up to the third instalment, it had become entitled to deal with and monetise the non-core assets in accordance with the ARP. The SRA also indicated that the fourth instalment would be paid upon release of the securities corresponding to the third tranche.

26. The SRA asserts that it has made every possible effort to implement the ARP despite the lack of cooperation from the Financial Creditors and the Monitoring Committee. Reference is also made to IA No. 209 of 2024 filed by the Chairman of the Monitoring Committee, which was disposed of by Order dated 25.11.2024.

27. The Financial Creditor had preferred Company Appeal (AT) (CH) (Ins.) No. 396 of 2024 against the Order dated 12.09.2024 passed in IA No. 1578 of 2022. According to the SRA, during the 23rd meeting of the Monitoring Committee, the lenders resolved to withdraw the Appeal as the payment of the third instalment together with delayed interest had rendered it infructuous. Accordingly, the Appeal came to be dismissed as not pressed by Order dated 19.01.2026.

28. The SRA states that it has undertaken steps towards compliance with the documentation and title-related obligations under the ARP, including execution of release deeds, satisfaction of charges, coordination with lenders and trustees for release of securities, and initiation of legal proceedings wherever release of security or completion of documentation remained pending despite payment of instalments.

29. The SRA has also initiated proceedings before various Forums concerning grant of electricity connection to the Corporate Debtor, release of securities, extension of timelines under the ARP, sale of the Manjakarni Unit, transfer of funds lying in the dormant Bank Account, and implementation of obligations relating to M/s.Handum Industries Limited.

30. These proceedings are stated to have become necessary due to the continued lack of cooperation from the Monitoring Committee and other stakeholders. The SRA further asserts that it has actively participated in the meetings of the Monitoring Committee and has remained in continuous dialogue with the lenders regarding payment schedules and implementation of the ARP. It is contended that there has been no refusal to honour the obligations under the ARP or any abandonment thereof, and that the dispute relates only to the timing and sequencing of reciprocal obligations. Reference is also made to the proposal forwarded to the Monitoring Committee by email dated 05.03.2026.

31. According to the SRA, the ARP itself envisages phase-wise release of securities corresponding to payment of each instalment. Implementation of the Resolution Plan is described as a coordinated commercial exercise involving the lenders, trustees and the SRA, with timelines dependent upon reciprocal performance by all stakeholders rather than the SRA alone.

32. The SRA further states that it has disclosed its funding arrangements, including investor infusion and internal accruals, for meeting the remaining instalment obligations. It is contended that there is no material to indicate diversion of funds, abandonment of the ARP or refusal to perform its obligations. Mere delay, according to the SRA, cannot by itself amount to contravention or non-implementation of the ARP in the absence of any wilful or deliberate breach.

33. On the aforesaid premises, the SRA contends that the factual record demonstrates continuous efforts towards implementation of the ARP and an unequivocal intention to perform its obligations. It is further contended

that the Code is a resolution-centric legislation intended to promote revival and value maximisation and that liquidation can be resorted to only as a measure of last resort. Accordingly, dismissal of the present application is prayed for.

Rejoinder

34. The Financial Creditor reiterates that the ARP prescribed stage-wise payment obligations and that the fourth instalment remains unpaid.

35. The allegation that the Application is founded on an incomplete narration of facts is denied. The Financial Creditor reiterates the averments made in the application and maintains that the SRA failed to adhere to the timelines stipulated under the ARP. The delay in payment of the second and third instalments is stated to be an admitted position, and the continued delay is alleged to demonstrate failure to implement the Resolution Plan.

36. It is further pointed out that the SRA itself had filed IA No. 540 of 2023 seeking extension of time for payment of the second to seventh instalments and IA No. 1159 of 2024 seeking permission to sell the Manjakarni Unit for payment of the third instalment. According to the Financial Creditor, the issues raised therein were extraneous to implementation of the ARP. Both applications were dismissed by Order dated 02.08.2024, and the Appeals preferred thereagainst were dismissed for non-compliance with office objections and have attained finality. Acceptance of delayed interest by the lenders, it is contended, does not amount to waiver of their rights under the ARP.

37. The Financial Creditor further contends that although the ARP envisages stage-wise release of securities upon payment of each instalment, a cumulative reading of Clauses 3.2.1, 3.2.5 and 7.2.2 makes it clear that the charge over the assets of the Corporate Debtor continues until the entire Resolution Plan amount is paid. Consequently, non-release of securities cannot absolve the SRA of its obligation to implement the ARP.

38. It is further stated that IA No. 209 of 2024 seeking recall of the Order dated 31.10.2023 permitting substitution of the Successful Resolution Applicant was filed on account of the delay in implementation of the ARP and was subsequently withdrawn in view of subsequent developments. Similarly, although the Appeal against the Order dated 12.09.2024 was not pressed, the third instalment was paid only during the pendency of the said Appeal.

39. The allegation of lack of cooperation on the part of the Monitoring Committee is denied. The Financial Creditor contends that the SRA's participation in the meetings of the Monitoring Committee does not cure the defaults committed under the ARP. It is further alleged that, by email dated 05.03.2026, the SRA had virtually abandoned the ARP, to which Punjab National Bank issued a reply on 08.04.2026.

40. The Financial Creditor reiterates that the SRA was under a binding obligation to implement the ARP in accordance with the timelines approved by this Adjudicating Authority. The proceedings initiated by the SRA and the disputes concerning release of securities, according to the Financial Creditor, did not prevent implementation of the ARP. It is further reiterated that the fourth instalment continues to remain unpaid despite repeated opportunities.

41. In conclusion, the Financial Creditor contends that while the Code is indeed a resolution-centric legislation intended to promote revival and value maximisation, such objective cannot be achieved by permitting continuous non-compliance with an approved Resolution Plan. It is pointed out that the original SRA entered voluntary liquidation under the Laws of Singapore, the substituted SRA repeatedly sought extensions of time for payment, and the instalments from the fourth instalment onwards remain unpaid despite adequate opportunities. On these grounds, the Financial Creditor prays that the application be allowed.

II. IA (IBC) No. 478 of 2025

Application

42. M/s.Puissant Global Private Limited (**SRA**) states that it has paid the first three instalments under the Approved Resolution Plan, together with the delayed interest on the second and third instalments. However, the fourth and subsequent instalments remain unpaid.

43. According to the SRA, the Monitoring Committee, in its meetings, considered the sale of the Manjakarni Unit, a non-core asset of the Corporate Debtor, to facilitate implementation of the ARP. The Monitoring Committee initially resolved that the instalments could be paid out of the sale proceeds of the non-core assets and subsequently permitted the sale of the Manjakarni Unit subject to the sale consideration being deposited into the no-lien account maintained by the Chairman of the Monitoring Committee.

44. The SRA further states that it repeatedly requested the Monitoring Committee to release the securities corresponding to the second and third instalments and to issue the requisite No Objection Certificates in terms of the ARP. It is alleged that, despite payment of the third instalment on 21.11.2024, the securities relating to the third tranche have not been released.

45. It is further stated that, by email dated 18.10.2024, the Chairman of the Monitoring Committee informed the SRA that the securities pertaining to the third tranche would be released within fifteen days of payment of the third instalment and that the requisite No Objection Certificates would also be issued. Despite repeated communications dated 13.12.2024, 27.01.2025, 29.01.2025, 03.02.2025 and 04.02.2025, neither the title deeds nor the security interests have been released.

46. The SRA contends that the ARP envisages reciprocal obligations between the Successful Resolution Applicant and the Secured Financial Creditors, whereby, upon payment of each instalment, the corresponding encumbrances over the assets of the Corporate Debtor were required to be released in terms of Annexure 21 read with Clause 1.2 of the ARP. It is alleged that, notwithstanding payment of the first three instalments together with delayed interest on the second and third instalments, the Chairman of the Monitoring Committee has failed to release the title deeds and discharge the security interest over the Manjakarni Unit and Unit-VI, Shadnagar.

47. According to the SRA, the continued withholding of the title documents and securities has adversely affected implementation of the ARP. It is alleged that the Secured Financial Creditors have failed to perform their reciprocal obligations under the ARP by continuing to retain the encumbrances despite repeated requests for their release.

48. On the aforesaid premises, the SRA seeks directions to the Representative of the Monitoring Committee to release the title deeds and discharge the security interest over the Manjakarni Unit and Unit-VI, Shadnagar in accordance with the ARP. In the alternative, the SRA seeks a declaration that the Secured Financial Creditors have acted in contravention of the ARP, a direction for reference of the matter to the Insolvency and Bankruptcy Board of India for appropriate action, and a direction to refund the third instalment together with interest.

Counter

49. The Respondent raises a preliminary objection that the alternative relief sought against the Financial Creditors is misconceived. It is pointed out that the Financial Creditors have not been impleaded as parties to the present Application and that only the Chairman of the Monitoring Committee has been arrayed as the Respondent. Accordingly, the Application is stated to be liable to be dismissed for non-joinder of necessary parties and misjoinder of the Respondent.

50. The Respondent further states that the Chairman functions only as the supervisor of the implementation of the Approved Resolution Plan and is not authorised to answer allegations directed against the Financial

Creditors or to take decisions on their behalf in relation to implementation of the ARP.

51. It is further stated that the role and responsibilities of the Monitoring Committee are governed by Chapter 7 of the ARP. In compliance with the Order approving the Resolution Plan, the Monitoring Committee has been convening meetings from time to time to supervise implementation of the ARP and has periodically placed progress reports before this Adjudicating Authority. On these premises, dismissal of the application is prayed for.

Written Submissions in IA (IBC) No.1236 of 2025

on behalf of the Applicant/FC

52. The Applicant reiterated the averments made in the application and further submitted that Clause 1.2(v) of the Resolution Plan provides for stage-wise payment. While the first instalment was paid in terms of the Resolution Plan, the second instalment, which fell due on 18.06.2022, was not paid. It was further submitted that the 90-day cure period expired on 16.09.2022 without payment of the second instalment.

53. The Applicant further submitted that, by letter dated 19.11.2022 (Annexure A5), Invent ARC was called upon to make the second tranche payment of ₹50 crores on or before 30.11.2022 and to take necessary steps for the revival of the Corporate Debtor and to continue making payments in accordance with the timelines stipulated under the Resolution Plan.

54. The Applicant contended that the issue relating to the non-implementation of the Resolution Plan was also discussed in the Monitoring Committee meetings held on 29.08.2022 and 03.09.2022.

55. On the aforesaid grounds, the Applicant prayed that the application be allowed and such appropriate orders be passed as this Tribunal may deem fit and necessary in the interests of justice.

On behalf of the Respondent/SRA

56. The Respondent reiterated the averments in the counter and contended that the prayer seeking action under Section 74 of the Code is not maintainable, as proceedings thereunder can be initiated only before the Special Court upon a complaint by the IBBI or the Central Government under Section 236 of the Code. Reliance was placed upon *Union of India (Ministry of Corporate Affairs) v. Oriental Bank of Commerce* (2020), *Writer Business Services Pvt. Ltd. v. Ashutosh Agrawala* (2022), and *Ajay Vij v. Abhishek Dutta* (2025).

57. It was further submitted that Section 74 stands deleted with effect from 26.05.2026 and, therefore, no direction can be issued for initiation of proceedings under a provision no longer in force. Reliance was placed on ***T. Barai v. Henry Ah Hoe, (1983) 1 SCC 177.***

58. The Respondent submitted that the application is not maintainable as no prejudice to any stakeholder other than the Corporate Debtor has been established. On merits, it was contended that the delay in implementation of the Resolution Plan was occasioned by the failure of the Financial Creditors to perform their reciprocal obligations, including timely release of securities.

59. It is stated that the Respondent has paid three tranches aggregating about ₹171.48 crores along with delay interest and furnished a Performance Bank Guarantee of ₹2 crores, while the corresponding securities were withheld or released belatedly.

60. It was further submitted that despite payment of the third tranche along with delay interest, the Financial Creditors failed to release the securities corresponding to the third tranche as contemplated under the Resolution Plan. According to the Respondent, the securities were released only after it was constrained to file I.A. No. 478 of 2025, demonstrating that the delay in implementation was attributable to the Financial Creditors and not to the Respondent.

61. The Respondent submitted that delays in handing over assets, release of charges, and actions of the Financial Creditors and statutory authorities impeded implementation of the Resolution Plan, necessitating proceedings before various High Courts and this Tribunal. It was contended that there was no wilful default on its part and that the Resolution Plan remains capable of implementation and the implementation period extending up to 18.12.2026.

62. Respondent argued that the only impediment to further implementation is the failure of the Financial Creditors to discharge their reciprocal obligations under the Resolution Plan. Further submitted that the present case is distinguishable from ***State Bank of India v. Consortium of Mr. Murari Lal Jalan and Mr. Florian Fritsch*** (Jet Airways case), as substantial payments have already been made by the Respondent and the Resolution Plan remains capable of implementation.

Written Submissions in IA (IBC) No.478 of 2025

On behalf of the Applicant/SRA

63. The Applicant reiterated the averments made in the application and submitted that the Resolution Plan provided for payment of the Financial Creditors Settlement Amount in seven deferred tranches, with a pari passu floating charge reducing upon each tranche payment. The Plan mandated phase-wise release of security upon payment of the corresponding tranche, making such release a reciprocal obligation.

64. The Applicant/SRA submitted that upon payment of the third tranche on 21.11.2024, it became entitled to release of the charge over Unit I, Manjankaranai and Unit VI, Shad Nagar, but the release was withheld until after filing of the present application. The Respondent/Chairman had consistently delayed tranche-wise releases, contrary to the Resolution Plan.

65. It was further submitted that the subsequent release of security does not render the application infructuous, as the delay of about 522 days itself constitutes the breach. The objection regarding non-joinder or misjoinder was also disputed, contending that the Chairman of the Monitoring Committee is the proper respondent for supervising implementation of the Resolution Plan.

66. The Applicant/SRA submitted that it had substantially complied with the Resolution Plan by paying approximately Rs. 171.48 crore, furnishing the Performance Bank Guarantee and making the third tranche payment. Accordingly, it prayed that the Tribunal declare that the Financial Creditors

had acted in contravention of the Approved Resolution Plan and direct timely tranche-wise release of securities.

On behalf of the Respondent/Chairman

67. The Respondent reiterated the averments in the counter and contended that the present application against the Chairman of the Monitoring Committee is not maintainable, as the Tribunal had directed the Resolution Professional to supervise implementation of the Resolution Plan and file periodical status reports.

68. It was further submitted that Clause 7 of the Resolution Plan limits the role of the Chairman/Respondent in the implementation process. Accordingly, no relief can be sought against the Chairman, and the application is liable to be dismissed.

69. The Respondent also contended that the Applicant/SRA has failed to implement the Resolution Plan as approved by the Tribunal, as recorded in the orders dated 31.01.2024 and 20.02.2024.

III. IA(IBC) No. 636/2024

Application

70. This application is filed by Bank of India seeking directions against the Respondent, M/s Invent Assets Securitisation and Reconstruction Private Limited, that they have failed to implement the Resolution Plan approved by this Tribunal in IA No. 981 of 2020 on 08.04.2021 and for appropriate action against the Respondent under Section 74 of the Code.

71. The facts leading up to the present application are substantially the same as those set out in IA No. 1236 of 2025. Hence, only the facts relevant to the present application are noticed.

72. The Corporate Debtor was admitted into CIRP vide order dated 04.04.2019. The Resolution Professional received the final Resolution Plan jointly submitted by Antanium Holdings Private Limited (AHPL) and Invent Assets Securitisation and Reconstruction Private Limited (IASRPL) on 28.09.2020. Upon approval by the CoC, IA No. 981 of 2020 was filed seeking approval of the Resolution Plan, which came to be approved by order dated 08.04.2021.

73. Thereafter, Puissant Global Reconstruction Private Limited, a wholly owned subsidiary of AHPL, filed IA No. 181 of 2023 seeking substitution in place of the Successful Resolution Applicant, which was allowed by order dated 31.10.2023 based on an undertaking to comply with the obligations under the approved Resolution Plan, including payment of the outstanding instalments.

74. Clause 1.2(v) of the approved Resolution Plan provided for redemption payments aggregating to Rs. 4,47,10,60,000/- in seven instalments commencing from the Effective Date, i.e., 18.06.2021. The Resolution Plan defines an “Event of Default” as a default by the Resolution Applicant in making payment to the Financial Creditors beyond ninety days from the timelines stipulated under Clause 1.2(v).

75. Clause 3.2.1 further provides that upon occurrence of an Event of Default, after expiry of the 90-day cure period, the Financial Creditors are entitled to invoke the performance bank guarantee, corporate guarantee, and

security interest over the assets of the Corporate Debtor and/or take appropriate legal action.

76. On 16.10.2023, the Respondent and Puissant Global represented before this Tribunal that they were ready to make payment of the second instalment of Rs. 50 crores within 30 days from furnishing of the escrow account details, without prejudice to their rights under law. However, the said amount was not paid within the stipulated period. The issue was also considered in the Monitoring Committee meeting held on 02.11.2023.

77. Thereafter, Puissant Global addressed an email dated 18.11.2023 raising contentions regarding the payment, which were replied to. In view of the failure to comply with the undertaking, the applicant, along with the Chairman of the Monitoring Committee, filed IA No. 209 of 2024 seeking recall of the order passed in IA No. 181 of 2023.

78. In the subsequent proceedings, the Respondent sought further time for making payment. On 31.01.2024, this Tribunal, taking note of the undertaking previously given and the failure to honour the same, granted one further opportunity to make payment of Rs. 25 crores on or before 16.02.2024, subject to payment of costs of Rs. 1,00,000/- in Bharatkosh. The cheque issued towards the said payment was returned unpaid with the endorsement “insufficient funds."

79. Thereafter, Puissant Global transferred Rs. 10 crores on 15.02.2024. On 16.02.2024, this Tribunal recorded that Rs. 25 crores had not been deposited and adjourned the matter for consideration of the further course of action. On 20.02.2024, this Tribunal observed that the applicant was not adhering either to the timelines fixed in the Resolution Plan or to the undertaking given before this Tribunal and, as a last opportunity, permitted

payment of the second instalment in terms of the prayer made in IA No. 211 of 2024.

80. According to the Applicant, the aforesaid conduct demonstrates that, notwithstanding the opportunities granted by this Tribunal and the undertakings furnished before it, the Respondent failed to adhere to the payment obligations under the approved Resolution Plan. The Applicant further submits that the Respondent is an Asset Reconstruction Company as defined under Section 2(1)(ba) of the SARFAESI Act, 2002, and is bound by the directions issued by the Reserve Bank of India from time to time.

81. The Applicant contends that the Respondent has knowingly and willfully failed to implement the approved Resolution Plan and thereby contravened Section 74(3) of the Code, and that the default of the co-Resolution Applicant cannot be relied upon as an excuse.

82. The Applicant further contends that the Respondent is jointly and severally liable with the co-Resolution Applicant for implementation of the Resolution Plan. Accordingly, the Applicant seeks a declaration of non-implementation and appropriate action under Section 74(3) of the Code.

Counter

83. The Respondent states that the Resolution Applicant has cleared the second instalment of Rs. 50 crores in tranches on 04.10.2023, 15.02.2024, 19.02.2024, 31.03.2024, and 31.05.2024, including interest for delayed payment as per the approved Resolution Plan. Accordingly, under Clause 3.2.1, the default stands cured, and no further payment is outstanding. In fact, the Respondent has implemented the approved Resolution Plan by

paying the second instalment of Rs. 56,22,88,473/- along with applicable interest and the third instalment of Rs. 55,25,57,534/-, including Rs. 5,25,57,534/- towards interest.

84. Despite the aforesaid payments, the Monitoring Committee has failed to comply with the corresponding obligation to release the security under Clause 1.2, Serial No. (v)(c)(7). The Successful Resolution Applicant has brought to the attention of the Monitoring Committee the hindrances concerning access to Unit IV, Bollaram, Telangana, and other assets of Handum Industries Limited and the corresponding litigation, but no affirmative action has been taken. Further, Clause 1.2(iii)(c) itself contemplates issuance of shares of the Corporate Debtor in favour of the subsidiary or nominee of the Original Successful Resolution Applicant. Accordingly, the allegation of non-implementation of the Resolution Plan is no longer sustainable.

85. The Respondent submits that, under Clause 3.2.1 of the approved Resolution Plan, the second instalment payments having been accepted with applicable interest, no alleged breach or contravention survives and the very foundation of the captioned application stands demolished. Even after payment of the third instalment, the Monitoring Committee has failed to release the security and issue the NOC, despite the email dated 13.12.2024. Vide email dated 07.01.2025, the Successful Resolution Applicant apprised the Chairman that payment up to the 3rd instalment had been duly made and the 4th instalment would be made by 04.03.2025, subject to release of securities related to the 3rd tranche within 5 working days.

86. The Successful Resolution Applicant has acquired the shareholding of the Corporate Debtor and is running the Corporate Debtor as a going concern, infused Rs. 17–18 crores in working capital of the only functional Vizag unit, and managed to make a turnover of Rs. 14 crore and a profit of Rs. 2 crore in FY 2023–24. It has also continued to pursue legal remedies to undo the impediments in the implementation of the Resolution Plan before the Telangana High Court, Madras High Court, and other statutory authorities.

87. Further, vide email dated 07.01.2025, the Successful Resolution Applicant apprised the Chairman that payment up to the 3rd instalment had been duly made and the 4th instalment would be made by 04.03.2025, subject to release of securities related to the 3rd tranche within 5 working days. Despite hindrances and lack of support from the creditors, the Successful Resolution Applicant has left no stone unturned in the implementation of the Resolution Plan. IA 209 of 2024 filed by Mr. T. Sathisan was subsequently withdrawn vide order dated 25.11.2024, while Company Appeal No. 396 of 2024 seeking liquidation was decided to be withdrawn in the 23rd Monitoring Committee meeting, as it had become infructuous upon payment of the third instalment with interest.

88. Due to continued lack of cooperation from the Monitoring Committee, the Respondent was constrained to file appeals seeking extension for payment of the 4th, 5th, 6th, and 7th instalments and sale of the Manjakarni Unit towards payment of the third instalment. IA 1159 of 2024 was filed pursuant to the Monitoring Committee's 14th meeting dated 02.11.2023, wherein the sale of the Manjakarni Unit was permitted subject to direct deposit of the sale consideration in the no-lien account; the IA was dismissed on 02.08.2024, and an appeal has been filed before the Hon'ble NCLAT. The Applicant has concealed the impediments faced by the

Respondent, including withholding of Rs. 95,01,366.54/- by Bank of Baroda, non-supply of electricity by TSPB despite directions of the Hon'ble Telangana High Court, attachment of the Corporate Debtor's property by the Commercial Tax Department of Tamil Nadu, and refusal by TANGEDCO to restore power to the Manjakarni Unit.

89. Further, the requisite title documents of the Sri Ganga property were received only on 29.08.2022, delaying documentation. The leasehold interest of Sri Ganga Steel Enterprises Pvt. Ltd. in the SIPCOT Industrial Complex, along with the buildings, plant, and machinery, formed part of the underlying assets claimed by SASF in the CIRP of Splendid Metal Products Limited and was included in the Information Memorandum. Pursuant to the approved Resolution Plan, an MOU dated 03.10.2020 was executed between Sri Ganga Steel Enterprise Pvt. Ltd. and the Successful Resolution Applicants for the benefit of the Corporate Debtor.

90. Upon commencement of CIRP and subsequent liquidation of Sri Ganga Steel Enterprise Pvt. Ltd., disputes arose regarding the leasehold rights and shifting of plant and machinery. Despite repeated requests to the Monitoring Committee, the issue remained unresolved, compelling the Respondent to approach the Hon'ble Madras High Court, which allowed W.P. No. 27225 of 2022 vide order dated 15.11.2024, upholding the effect of the approved Resolution Plan.

91. The Corporate Debtor had executed a slump Sale Agreement dated 29.12.2012 with M/s.Handum Industries Limited for Rs. 61,08,30,046/-, of which Rs.39,40,00,000/- was paid. However, the registered Conveyance Deed was not executed and the property was described as that of the Corporate Debtor in the Information Memorandum. Following CIRP and

liquidation of M/s.Handum Industries Limited, the issue remained unresolved despite discussion in the 12th Monitoring Committee Meeting dated 03.06.2023. The Liquidator filed I.A. 124 of 2022 seeking handing over of the property, which remains pending.

92. In view of these impediments, the Respondent filed I.A. 540 of 2023 seeking postponement of the instalment timelines, which was dismissed on 02.08.2024 and is under Appeal. Despite the unresolved issues, the Successful Resolution Applicant remains committed to implementation and, without prejudice, offered Rs. 50 crores, out of which Rs.10 crores was deposited on 15.02.2024. Hence, Liquidation is not warranted and the captioned Application deserves to be dismissed.

Written Submissions

93. The written submissions only filed by the Applicant substantially reiterate the submissions already advanced in IA (IBC) No. 1236 of 2025 and IA (IBC) No. 478 of 2025. Since the issues and contentions raised therein have already been considered while dealing with the aforesaid Applications, it is unnecessary to reproduce or reiterate the same submissions herein.

IV. IA (IBC) 1181/2025

Application

94. This Application is filed by the Bank of India seeking directions against the Respondent (Puissant Global Private Limited), an order of injunction restraining the Respondent from alienating the immovable properties which were released by the Applicant and the other lenders.

95. The facts relating to the approval and implementation of the Approved Resolution Plan, the payment schedule, the defaults in payment of the instalments and the provisions governing the rights and remedies of the Financial Creditors have already been noticed while considering IA (IBC) No. 1236 of 2025 and the connected Applications. The same are not being repeated for the sake of brevity

96. The Applicant submits that, pursuant to the payments received under the Approved Resolution Plan, the corresponding securities/charges were released in accordance with the mechanism contemplated under the Plan. It is, however, contended that the Respondent has failed to pay the fourth and subsequent instalments and that, notwithstanding such non-payment, the immovable properties over which the securities had been released may be alienated by the Respondent.

97. The Applicant further relies upon Clause 7.2.2 of the Approved Resolution Plan and submits that the Resolution Applicant/Corporate Debtor is required to obtain the prior consent of the Monitoring Committee before monetising any assets of the Corporate Debtor. It is contended that any alienation of the properties in question, in the circumstances of the present case, may adversely affect the interests of the Financial Creditors and frustrate the remedies available to them under the Approved Resolution Plan.

98. It is, therefore, the case of the Applicant that, unless the Respondent is restrained from alienating or otherwise creating any third-party interest in the properties in question, the Applicant and the other Financial Creditors may suffer prejudice and irreparable loss. On this basis, the Applicant seeks

an injunction restraining the Respondent from alienating the said properties.

Counter

99. It is submitted that Clause 1.2(v)(c)(7) of the approved Resolution Plan provides for release of the corresponding security upon payment of each instalment. Having accepted the 2nd and 3rd instalments along with applicable interest, the Applicant and other members of the Monitoring Committee are duty-bound to release the corresponding securities. Despite payment of the 3rd instalment on 21.11.2024, the securities linked thereto were not released, thereby affecting payment of the 4th instalment

100. It is stated that the apprehension regarding alienation of released properties is unfounded. In the 24th Monitoring Committee Meeting held on 06.01.2025, Respondent No. 1 categorically stated that the released properties would not be alienated and that the source of funds for the instalments was not dependent upon their sale and agreed to execute an undertaking to that effect.

101. It is further submitted that the Applicant had itself agreed to release the securities linked to the 3rd instalment after receipt of payment. The Minutes of the 27th Monitoring Committee meeting held on 26.03.2025 record the agreement of the Secured Financial Creditors to release the documents relating to the assets covered under the 3rd instalment, with the Debenture Trustee fixing 28.03.2025 for execution of the release deed. The present Application is contrary to the Applicant's own stated position in the Monitoring Committee amounts to an attempt to approbate and reprobate simultaneously.

102. It is submitted that Clause 3.2.1 operates upon a subsisting default after expiry of the cure period. The 3rd instalment along with delayed interest having been paid, the default to that extent stood cured. As regards the 4th instalment, Respondent No. 1 has consistently raised three pending actions, namely, (i) execution of MODT release by Punjab National Bank for the Vizag property against the 1st installment; (ii) issuance of revised NOC by IDBI Bank in favour of Thalaivar Steels Limited for ROC charge satisfaction against the 3rd installment; and (iii) confirmation of documents relating to properties covered under the 4th instalment and the plan for conveyance, including a property under litigation initiated by the Liquidator of M/s.Handum Industries.

103. It is contended that the Order dated 02.08.2024 dismissing IA 1159/2024 and IA 540/2023 concerned the then-existing reliefs relating to extension of time and monetisation prior to payment of the 3rd instalment, and cannot govern the present circumstances after payment of the 3rd instalment with delayed interest on 21.11.2024.

104. It is further submitted that the release of securities pursuant to installment payments is distinct from monetisation of non-core assets under Clause 7.2.2, which requires prior consent of the Financial Creditors on the Monitoring Committee. Mere apprehension of alienation, without any concrete act towards alienation, cannot justify an injunction.

105. It is accordingly asserted that the Applicant has failed to establish a prima facie case, balance of convenience or irreparable harm. The release of properties was in compliance with the ARP, Respondent No. 1 has undertaken not to alienate them, and no material has been produced

showing any imminent alienation. Accordingly, the Respondents seek dismissal of the Application.

Rejoinder

106. It is submitted that Annexure - 21 of the Resolution Plan provides for release of properties upon payment of the respective installments. The security interest over the Heavy Structural Steels, Visakhapatnam property was released upon payment of the 1st tranche. However, cancellation of the MODT was raised by Respondents 1 and 3 only subsequently, by which time they had committed default in subsequent instalments, and consequently the MODT was not discharged. The security interest over 2nd and 3rd instalments was also released by the lenders, who continue to exercise their rights until the last instalment is paid in full.

107. It is contended that although the Plan provides for release of security upon payment of each instalment, a cumulative reading of Clauses 3.2.1, 3.2.5, and 7.2.2 establishes that the charge over the assets of the Corporate Debtor continues until the entire amount under the Plan is paid.

108. It is stated that the charges contemplated under the Plan were released and filed with the ROC, but Respondents 1 and 3 failed to take timely steps for cancellation of the MODT and approached the bankers only subsequently, by which time they had defaulted in payment, and Punjab National Bank insisted upon payment of the 4th instalment before releasing the MODT. The execution of the MODT release did not prevent the Respondents from discharging their obligations under the Plan.

109. It is asserted that the Respondents were also at fault regarding the revised NOC issued by IDBI Bank in favour of Thalaivar Steels Limited for ROC charge satisfaction against the 3rd instalment, as IDBI had given its no objection immediately and the revised NOC was sought only because the Respondents failed to take timely steps for releasing the charge. This did not prevent implementation of the Plan.

110. In respect of the immovable properties covered under the fourth instalment, it is submitted that the Liquidator of M/s.Handum Industries had filed IA No. 124 of 2022 claiming that the said properties formed part of the liquidation estate of M/s.Handum Industries. The said Application was dismissed by this Adjudicating Authority vide Order dated 03.12.2025. It is further submitted that the Resolution Plan had been submitted with knowledge of the fact that the properties originally belonging to M/s.Handum Industries formed part of the slump Sale Agreement between M/s.Handum Industries and SMPL and were reflected in the balance sheet of SMPL. The Applicant, therefore, contends that the aforesaid circumstances cannot be relied upon by the Respondents as justification for non-implementation of the Approved Resolution Plan.

Written Submissions

111. The written submissions filed by the parties substantially reiterate the submissions already advanced in IA (IBC) No. 1236 of 2025 and IA (IBC) No. 478 of 2025. Since the issues and contentions raised therein have already been considered while dealing with the aforesaid Applications, it is unnecessary to reproduce or reiterate the same submissions herein.

V. IA (IBC) Liq. 8/2025

Application

112. This application is filed by Bank of India (Applicant) seeking directions for an order of liquidation of the Corporate Debtor, M/s.Splendid Metal Products Limited (now known as Thalaivar Steels Limited) and appropriate action against the Respondents for non-implementation of the approved Resolution Plan.

113. This Application is filed by the Bank of India seeking directions against the Respondent (Puissant Global Private Limited), an order of injunction restraining the Respondent from alienating the immovable properties which were released by the Applicant and the other lenders.

114. The facts leading up to the present Application are substantially the same as those set out in IA (IBC) No. 1236 of 2025. Hence, in brief, the Corporate Debtor was admitted into CIRP vide Order dated 04.04.2019. The Resolution Professional received the final Resolution Plan jointly submitted by M/s.Antanium Holdings Private Limited (**AHPL**) and M/s.Invent Assets Securitisation and Reconstruction Private Limited (**IASRPL**) on 28.09.2020. Upon approval by the CoC, IA No. 981 of 2020 was filed seeking approval of the Resolution Plan, which came to be approved by Order dated 08.04.2021.

115. Thereafter, Puissant Global Private Limited, wholly owned subsidiary of AHPL, filed IA No. 181 of 2023 seeking substitution in place of the Successful Resolution Applicant, which was allowed by Order dated 31.10.2023 based on an Undertaking to comply with the obligations under

the approved Resolution Plan, including payment of the outstanding instalments.

116. It is submitted that Clause 1.2(v) of the Approved Resolution Plan provides for redemption payments aggregating to Rs.4,47,10,60,000/- in seven instalments commencing from the Effective Date, i.e., 18.06.2021, as set out in the table appearing in paragraph 11 hereinabove.

117. The Resolution Plan defines an "Event of Default" as a default by the Resolution Applicant in making payment to the Financial Creditors beyond ninety days from the timelines stipulated under Clause 1.2(v).

118. It is submitted that the non-implementation of the Resolution Plan by the Resolution Applicants was discussed in detail in the 4th Monitoring Committee Meeting held on 29.08.2022 and 03.09.2022 and the 5th Monitoring Committee meeting held on 19.09.2022.

119. It is contended that the Resolution Applicants have acted in utter disregard of the terms and conditions of the Resolution Plan by (i) failing to make payments as contemplated thereunder, (ii) failing to revive the business of the Corporate Debtor as contemplated in the Resolution Plan, and (iii) the Co-Resolution Applicant having filed an Application under the Creditor's Voluntary Winding Scheme, pursuant to which a Liquidator was appointed.

120. It is stated that in terms of Section 33(3) of the Code, where the approved Resolution Plan is contravened by any person other than the Corporate Debtor, an Application may be made to the Adjudicating Authority for Liquidation. Accordingly, the Chairman of the Monitoring Committee filed IA/1578/2022 seeking Liquidation of the Corporate Debtor.

Thereafter, the 2nd Respondent filed IA/540/2023 seeking extension of time for payment of instalments 2 to 7, which was dismissed by this Tribunal, holding that there was no justification to extend the timeline under the Resolution Plan.

121. It is submitted that the 2nd instalment was paid belatedly and the 1st Respondent thereafter filed IA/1159/2024 seeking permission to sell the Manjakarni Unit, with the sale proceeds to be deposited in the no-lien account towards the 3rd instalment under the approved Resolution Plan. A copy of the Application is submitted herewith as **Annexure-A11.**

122. It is stated that this Tribunal dismissed IA/1159/2024 and IA/540/2023 vide Order dated 02.08.2024. A copy of the said Order is attached herewith as **Annexure-A12.** The Applicant understands that Appeals challenging the said Orders have been filed before the NCLAT and are still under defects.

123. It is stated that this Tribunal passed Orders in IA/1578/2022 on 12.09.2024. Aggrieved by the said Orders, the Chairman, Monitoring Committee filed Company Appeal (AT) (CH) (Ins) No.396/2024 before the NCLAT, Chennai Bench, which is pending.

124. It is submitted that the Chairman, Monitoring Committee filed Progress Reports from time to time regarding implementation of the Resolution Plan. Suffice it to state that the Respondents were not serious in implementing the Plan, as the 2nd instalment due on 18.06.2022 was paid only on 31.05.2024, the 3rd instalment due on 18.06.2023 was paid only on 21.11.2024, and the 4th instalment remains unpaid despite expiry of the prescribed period and cure period.

125. It is stated that the Chairman, Monitoring Committee conducted four meetings between January 2025 and March 2025 regarding implementation of the approved Resolution Plan. The apprehension of certain lenders regarding release of charge over the immovable property covered under the 3rd instalment, owing to the persistent delays by the Respondents, was discussed in the 24th, 25th, 26th and 27th meetings held on 06.01.2025, 25.01.2025, 03.03.2025 and 26.03.2025 respectively.

126. It is stated that in the 26th meeting of the Monitoring Committee, majority of the lenders agreed for release of charge of security against the 3rd instalment. In the 27th meeting, release of documents and assets covered in the 3rd instalment and payment plan for the 4th instalment were discussed. The Respondents had agreed to pay the 4th instalment within 20 days from confirmation of availability of documents against the properties covered in the 4th instalment. The email dated 27.02.2025 is submitted herewith as Annexure-A20.

127. It is stated that the 1st Respondent categorically agreed to pay the 4th instalment within 20 days from confirmation that the Trustee had deposited all title deeds with the Chairman, MC. Subsequently, the 1st Respondent raised extraneous issues regarding delay in release of charges, though IDBI Bank had issued NOC/Charge satisfaction documents in April 2022 itself. The 1st Respondent was accordingly requested to pay the 4th tranche within the agreed timeline, but continued to raise extraneous issues. Copies of the emails and NOC issued by IDBI are submitted herewith as Annexure-A21 (colly).

128. It is submitted that on 16.04.2025, IDBI Bank brought to the notice of the lenders and the 1st Respondent the excuses made for non-payment of the 4th tranche and advised the 1st Respondent not to sell or dispose of the assets released till full implementation of the Plan without approval of the lenders. A copy of the mail is submitted herewith as Annexure-A22.

129. It is contended that the 1st Respondent was substituted in October 2023 and, despite the NOC having been issued in April 2022, the Respondents have shown non-issuance of NOC by the creditors as the reason for non-payment of the 4th instalment, showing lack of bona fides.

130. It is submitted that M/s.Handum Industries assets can be released by the secured creditors only upon receipt of the 4th tranche payment, while the issue of registration of M/s.Handum Industries assets is to be taken care by the Respondents.

131. It is asserted that the Respondents are not serious in implementing the Resolution plan as per the timeline approved by this Tribunal and have failed to honour the payments as per the Approved Resolution Plan, besides filing Applications with an intention to delay implementation of the Plan.

132. It is submitted that as the Resolution Plan approved by this Tribunal has not been implemented, the Applicant is constrained to seek Liquidation of the Corporate Debtor. As held by the Apex Court in ***State Bank of India & Ors vs The consortium of Mr. Murali Lal Jalan and Mr. Florian Fritsch & Anr.,*** timely implementation of the Resolution Plan is an underlying objective of the IBC, 2016 and, where the Resolution Plan is no longer capable of being implemented, liquidation remains a "viable" last resort.

133. It is submitted that interest of justice warrant forfeiture of the amounts paid by the Respondents and restoration of the entire liability as on the insolvency commencement date after deducting the amount received under the Resolution Plan.

134. It is asserted that interest of justice warrant Order of Liquidation of the Corporate Debtor and the payments made so far by the Respondents along with interest are liable to be forfeited.

135. It is stated that in view of the non-implementation of the Resolution Plan, the erstwhile Committee of Creditors authorised the Applicant to file the present Application seeking Liquidation of the Corporate Debtor in the Joint Lenders Meeting held on 07.05.2025.

136. We have heard the Learned Counsel appearing for the parties and perused the pleadings, written submissions, and documents placed on record. We have also carefully considered the submissions advanced by the Learned Counsel in the light of the material available on record.

Findings

137. There is no dispute that the Resolution Plan submitted by the Resolution Applicants was approved by this Adjudicating Authority on 08.04.2021 in IA No. 981 of 2020. Upon such approval, the Resolution Plan became binding on the Corporate Debtor and all stakeholders in terms of Section 31 of the Code. The obligations and timelines contained in the Approved Resolution Plan are, therefore, binding upon all concerned and cannot be unilaterally varied, diluted or postponed by either the Successful Resolution Applicant or the Financial Creditors. Any deviation from the approved terms must necessarily be founded upon the terms of the

Resolution Plan itself or upon an Order passed by a Competent Forum in accordance with Law. A Resolution Applicant undertaking payment obligations under an Approved Resolution Plan assumes the obligation of performing them in accordance with the terms and timelines stipulated therein. The importance of timely implementation of an Approved Resolution Plan has also been emphasised by the Hon'ble Supreme Court in ***Committee of Creditors of Essar Steel India Ltd. v. Satish Kumar Gupta (2020)8 SCC 531*** and ***State Bank of India & Ors. v. The Consortium of Mr. Murari Lal Jalan & Mr. Florian Fritsch & Anr (2025)4 SCC 354.*** Equally, once a Resolution Plan has been approved and has attained finality, the Adjudicating Authority cannot rewrite, modify or reopen its substantive terms.

138. It is also significant that the substituted SRA was permitted to step into the shoes of the original Resolution Applicant by Order dated 31.10.2023 upon furnishing an undertaking to faithfully comply with the obligations under the Approved Resolution Plan, including payment of the outstanding instalments. The substitution, therefore, did not result in any alteration of the payment schedule or extinguishment of the defaults already committed.

139. The Approved Resolution Plan contemplated payment of the Financial Creditors Settlement Amount in seven instalments. The first instalment of Rs.60 crores was paid on 30.09.2021. The second instalment of Rs.50 crores, which fell due on 18.06.2022, was paid only on 31.05.2024, together with delayed interest. The third instalment of Rs.50 crores, which fell due on 18.06.2023, was paid only on 21.11.2024, again together with delayed interest. The fourth and subsequent instalments, despite having fallen due in terms of the Approved Resolution Plan, remain unpaid.

140. The payment schedule was not merely directory in nature. It formed an integral part of the Approved Resolution Plan and was intended to ensure that the consideration payable to the Financial Creditors was realised within the time stipulated under the Plan. The repeated failure to adhere to the stipulated schedule, therefore, cannot be treated as an inconsequential or isolated delay.

141. It is equally evident from the record that the Approved Resolution Plan contemplated a corresponding mechanism for phased release of security upon payment of the respective instalments. **Annexure-21** to the Resolution Plan specifically sets out the assets to be released upon payment of each tranche.

Details of Security Interest and Phased wise release

S.No.	Tranche Details	Phase wise Security Release Details	
1.	On payment of 1st Tranche – On or before the expiry of 90 days from Effective Date	Heavy Structural Steel, Visakhapatnam	
2.	On payment of 2nd Tranche – At the completion of 12 months from the Effective Date	Unit V, Shad Nagar, Telangana	Unit-II, Suryapet, Telangana
3.	On payment of 3rd Tranche – At the completion of 24 months from the Effective Date	Unit I, Manjankarni, Chennai, Tamil Nadu	Unit VI, Shadnagar, Telangana
4.	On payment of 4th Tranche – At the completion of 36 months from the Effective Date	Unit IV, Bollaram, Telangana	

5.	On payment of 5th Tranche – At the completion of 48 months from the Effective Date	Unit I, Bollaram, Telangana	Current Assets (only to the extent of, as on the NCLT Approval Date)
6.	On payment of 6th Tranche – At the completion of 60 months from the Effective Date	Unit II, Uthukottai, Chennai, Tamil Nadu	
7.	On payment of 7th Tranche – At the completion of 66 months from the Effective Date	Unit-III, Bollaram, Telangana (Leased to SUIL)	Handum Industries – Land, Bollaram, Telangana

142. At the same time, the consequences of default by the SRA were also specifically provided for in Clause 3.2.1 of the Resolution Plan. Upon occurrence of an Event of Default, after expiry of the stipulated cure period of 90 days, the Financial Creditors were conferred the right to invoke the Performance Bank Guarantee, the Corporate Guarantee of THPL and/or the security interest over the assets of the Corporate Debtor, apart from taking appropriate legal action against the Resolution Applicants. The Plan further contemplated levy of interest at the stipulated rate for the period of default until the default was cured or the payment was made. The Financial Creditors, despite the substantial delay in payment of the second and third instalments, did not invoke the Performance Bank Guarantee and instead accepted the delayed payments together with interest. Clause 3.2.1 of the Resolution Plan is clear in this regard.

3.2.1 Payment of Financial Creditors Settlement Amount

..Upon occurrence of an Event of Default (after the expiry of cure period of 90 days from the date of default), the Financial Creditors shall have the right to invoke Performance Bank Guarantee, Corporate Guarantee of THPL, and/or the Security Interest over the assets of the Corporate Debtor (shared on pari passu basis between the Financial Creditors and IARC) and/or right to take appropriate legal action against the Resolution Applicants. Further, the proceeds from the sale of secured assets which were charged to Financial Creditors and IARC on pari-passu first charge basis, shall first be utilized to make payment of outstanding amount due to the Financial Creditors under the Resolution Plan and to that extent, upon happening of an EOD, the Financial Creditors will have a priority charge over the assets of the Corporate Debtor on which Financial Creditors and IARC would be holding first pari-passu charge at that time…

Alternatively, the Financial Creditors shall have the right to levy, interest at 1-year MCLR rate of the lead bank i.e. 7.35% p.a. for the Default Period i.e. from the payment due date till the date of curing the default or actual payment, whichever is earlier.

143. After payment of the first instalment, the SRA started adopting a course of repeatedly seeking deferment of the subsequent instalments. This is borne out from the various Orders passed by this Adjudicating Authority from time to time. The SRA repeatedly sought extension of time for making the payments and, despite an Undertaking given before this Adjudicating Authority on 16.10.2023 to pay the second instalment of Rs.50 crores within 30 days, failed to adhere to the said Undertaking. Thereafter, further assurances were given regarding payment of the outstanding amount, but the same were also not complied with within the time stipulated. The SRA subsequently sought extension of time for payment of the second, third and fourth instalments, which prayer was declined by this Adjudicating

Authority vide Order dated 20.02.2024. Ultimately, the balance amount of the second instalment was paid only on 31.03.2024.

144. Non-payment of the second instalment was noticed in detail by this Adjudicating Authority in its Order dated 02.08.2024 passed in IA No. 1159 of 2024. The said Application was filed by the SRA seeking permission to sell the Manjakarni Unit and to have the sale consideration deposited directly in the no-lien account maintained by the Chairman of the Monitoring Committee towards the third instalment. The circumstances in which the SRA had sought repeated extensions and the absence of justification for further enlargement of the timelines were considered by this Authority, and the request for extension of the timelines prescribed under the Approved Resolution Plan was declined. The relevant para is hereunder:

> 12. For the payment of second instalment, the Applicant started dillydallying tactics raising serious doubt about its financial viability to discharge its obligations to purchase the Corporate Debtor as a going concern. This is reflected from the actions of the Applicant and various orders passed by this Authority. On 16.10.2023, the counsel for the Applicant gave undertaking that the Applicant was ready to pay the instalment of Rs.50 crores within 30 days. Instead of honouring this undertaking in the letter and spirit, the learned counsel for the Applicant misled this Authority by giving statement on 12.01.2024 that Rs.25 crores was paid by post-dated cheque and remaining amount of Rs.25 crores will be paid by 31.01.2024. However, the Applicant neither gave post-dated cheque nor deposited the remaining amount of Rs.25 crores by 31.01.2024. Nevertheless, in the interest of justice, the Applicant was given another opportunity to pay Rs.25 crores by 16.02.2024. It is to be noted that on 31.01.2024 it was not in the knowledge of this Authority that post-dated cheque was not given by the Applicant. Even as per the direction dated 31.01.2024, Rs.25 crores was not paid and before this date, the Applicant moved an IA 211/2024 on 29.01.2024 seeking

time to pay second instalment by 26.02.2024. Interestingly, the Applicant at the same time also filed an affidavit for the extension of time to pay 2nd, 3rd and 4th instalments. As this affidavit was contradictory to earlier undertakings and there were no plausible grounds for such extension, therefore, this prayer was rejected vide order dated 20.02.2024. At last, the remaining Rs.25 crores of second instalment was paid on 31.03.2024.

145. The conduct of both sides, as borne out from the record, requires consideration. On the one hand, the SRA repeatedly sought extension of time for payment of the instalments and failed to adhere to the timelines stipulated under the ARP, despite the opportunities and undertakings recorded before this Adjudicating Authority. On the other hand, the Financial Creditors, despite the occurrence of defaults and expiry of the contractual cure period, did not exercise the remedies available to them under Clause 3.2.1 of the ARP, including invocation of the Performance Bank Guarantee or enforcement of the security interest. Instead, the Financial Creditors accepted the delayed payment of the third instalment, together with delayed interest, and thereby permitted implementation of the Plan to continue beyond the timelines originally stipulated therein.

146. The position assumes particular significance in view of the order dated 02.08.2024 passed by this Adjudicating Authority in IA No. 540 of 2023, whereby the prayer for extension of the timelines prescribed under the Approved Resolution Plan was declined. This Adjudicating Authority had specifically observed that there was no justification for extending the timelines for payment of the remaining instalments and had held as follows:

13. For the reasons as discussed, we do not think there is any justification to extend the time line fixed in the Resolution Plan for the payment of the remaining tranches. It has already been noticed that the date of payment for the 3rd tranche has already expired on 18.09.2023 and the 4th tranche is also due on 18.09.2024 which includes 90 days grace period.

147. Thus, the SRA was fully aware, at least from the aforesaid order, that the timelines stipulated under the Approved Resolution Plan were not being extended by this Adjudicating Authority. The subsequent acceptance of the third instalment by the Financial Creditors, notwithstanding the aforesaid order, is therefore a circumstance relevant to the assessment of the manner in which the Plan came to be implemented.

148. The aforesaid circumstances, however, do not mean that the defaults committed by the respective parties stand mutually extinguished. The obligation of the SRA to make payment in accordance with the Approved Resolution Plan and the obligations of the Financial Creditors concerning release of securities are distinct obligations arising under the same Plan. The default of one party does not, by itself, confer an unrestricted right upon the other party to indefinitely suspend or postpone its own obligations.

Security release and the plea of reciprocal obligations

149. The contention of the SRA that the ARP contemplated reciprocal obligations cannot, however, be rejected altogether. Annexure 21 specifically provides for phased release of identified securities against payment of the corresponding tranches. In respect of the third tranche, *Unit I, Manjankaranai, Chennai and Unit VI, Shad Nagar, Telangana* were identified for phased release. Thus, upon payment of the third tranche, the securities relating to *Unit I, Manjankaranai and Unit VI, Shad Nagar,*

Telangana were liable to be released in accordance with the mechanism stipulated in the Resolution Plan as also held in IA 540 of 2023 and IA 1159 of 2024. Para No.15 of the order in IA 1159 of 2024 is as below:

> 15. From the facts and circumstances as narrated above, there is every reason to believe that when the Applicant failed to raise necessary amount, it filed the present application seeking permission to proceed with the monetization of the Manjakarni Unit, stating that it is a noncore asset of the Corporate Debtor (CD). This unit is under the security of secured financial creditors, which will be released upon the payment of the third installment of Rs.50 crores by the SRAs, as per Annexure 21 of the Resolution Plan.

150. The record further shows that the third tranche was paid on 21.11.2024 and the aforesaid securities were ultimately released on 30.03.2025. However, the SRA's contention that non-release of the securities entitled it to indefinitely withhold the subsequent instalments cannot be accepted. In this regard, SRA has referred to Clause 7.2.2 of the Resolution Plan:

> *7.2.2. The Resolution Applicant/Corporate Debtor shall take prior consent of the members of the Financial Creditors on the Monitoring Committee and IARC, before monetizing any of the existing asset of the Corporate Debtor (which are given as security to Financial Creditors and IARC on pari-passu first charge basis).*
>
> *Upon consent of the members of Financial Creditors and IARC to monetise the assets of Corporate Debtor, the sale proceeds shall be utilized completely towards the payment of Financial Creditors. Further, if the payment is made out of monetization of non-core assets of the Corporate Debtor (over which the Financial Creditors and IARC holding a pari-passu first charge at that time), then the Resolution Applicant will pay the actual sum without applying NPV. Pursuant to monetization of non-core assets and the respective sale proceeds are completely paid to Financial Creditors, the Resolution Applicants requests COC to consider the reduction of interest rate for the extended period.*

151. A conjoint reading of Annexure 21, Clause 3.2.1 and Clause 7.2.2 of the Resolution Plan does not support such an interpretation. Annexure 21 identifies the securities liable to be released against the respective tranches, whereas Clause 7.2.2 deals with monetisation of secured assets and utilisation of the sale proceeds towards payment to the Financial Creditors. Neither provision confers upon the SRA an unconditional right to withhold the next instalment merely on the ground that the security relating to the preceding tranche was not released within the expected time

152. In other words, monetisation of an asset may constitute one of the modes through which the SRA may arrange funds for payment of an instalment, but the availability, release or completion of monetisation of such asset cannot be converted into an indefinite condition precedent for discharge of the payment obligation under the Resolution Plan. If such an interpretation were accepted, the SRA could indefinitely postpone its payment obligations merely by contending that the asset intended to be monetised had not been released or sold. Such an interpretation would defeat the time-bound nature and object of the Approved Resolution Plan.

153. At the same time, the corresponding obligation of the Financial Creditors cannot be disregarded. Once the third instalment was received, the securities identified against the third tranche under Annexure 21 were required to be dealt with in accordance with the mechanism stipulated in the Resolution Plan. The Financial Creditors could not retain such securities contrary to the agreed mechanism.

154. The subsequent conduct of the parties assumes significance in this regard. The securities pertaining to the third tranche were ultimately released on 30.03.2025. It is noteworthy that this material fact was not clearly disclosed

either by the Financial Creditors or by the SRA in their respective pleadings or during oral submissions. While there was a reference to the release of the Manjakarni Unit, the release of the other security was not specifically disclosed in the Reply to IA (IBC) No. 478 of 2025. This fact was also not disclosed in IA (IBC) No. 1181 of 2025, IA (IBC) No. 1236 of 2025 and IA (IBC)(Liq.)No. 08 of 2025, all of which were filed after the release of both the properties. Even in the written submissions filed on behalf of the SRA, there was only a passing reference to the release of the securities after the filing of IA No. 478 of 2025, without disclosing the date or other particulars thereof. It was only pursuant to the intervention of this Adjudicating Authority that the Financial Creditors filed a clarification memo stating that both the securities had been released on 30.03.2025.

155. It is also material that, in the 24th meeting of the Monitoring Committee held on 07.01.2025, the SRA had represented that the fourth instalment would be paid by 04.03.2025, subject to the release of the securities relating to the third tranche. Further, vide e-mail dated 27.02.2025 filed in IA (IBC) Liq. No. 8 of 2025, the SRA agreed to pay the fourth instalment within 20 days from the release of the documents relating to the properties. Thus, once the securities were released on 30.03.2025, the SRA was required, in terms of its own representation and commitment, to make payment of the fourth instalment within the stipulated period. Thereafter, there remained no factual basis for the SRA to continue withholding the fourth instalment on the ground of non-release of the securities. The subsequent non-payment of the fourth instalment, therefore, cannot be attributed to the delayed release of the securities pertaining to the third tranche.

156. Nevertheless, the fourth instalment has not been paid. The subsequent default of the SRA, therefore, cannot be attributed to the delayed release of the securities relating to the third tranche. Once the securities were released on 30.03.2025, the ground relied upon by the SRA for withholding the fourth instalment ceased to exist.

157. The ARP does not confer upon either party an unrestricted right to suspend, defer or withhold its contractual obligations merely on account of an alleged breach by the other party. The respective obligations were required to be performed in accordance with the terms of the Plan, and any breach or default was required to be addressed through the mechanism specifically provided under the Plan and the provisions of the Code. The alleged failure of one party to perform its obligation could not, by itself, authorise the other party to indefinitely suspend performance of its own independent obligations.

IA (IBC) No. 1236 of 2025 and IA (IBC) No. 636 of 2024

158. We now proceed to consider IA (IBC) No. 1236 of 2025 and IA (IBC) No. 636 of 2024. The principal grievance of the Financial Creditor is that the SRA/Co-Resolution Applicant has failed to implement the Approved Resolution Plan by not making the instalment payments within the timelines stipulated therein and that such failure warrants action under Section 74(3) of the Code.

159. There is no dispute that the SRA/Co-Resolution Applicant failed to adhere to the payment schedule stipulated under the Approved Resolution Plan. The second and third instalments were paid after substantial delay, while the fourth and subsequent instalments continue to remain unpaid. The

failure to comply with the payment schedule is, therefore, established on the record.

160. The question whether there has been failure to implement the Approved Resolution Plan and the distinct question whether such failure warrants penal consequences under Section 74(3) of the Code are, however, required to be considered separately. Section 74(3), as it stood at the relevant time, contemplated penal consequences where a person bound by the approved resolution plan knowingly and wilfully contravened any of its terms or abetted such contravention. Mere proof of default in payment, therefore, does not by itself establish the requisite ingredients for attracting penal consequences. The circumstances in which the defaults occurred, including the conduct of the Financial Creditors and the manner in which the Plan was implemented, are relevant for determining whether the requisite element of knowing and wilful contravention is established.

161. Before considering whether the material on record satisfies the aforesaid test, it is necessary to notice that Section 74 of the Code has subsequently been deleted with effect from 26.05.2026. The alleged defaults and the conduct forming the subject matter of the present applications, however, relate to a period when Section 74(3) was in force. The deletion of the provision subsequent to the alleged contraventions does not alter the question whether the conduct complained of, when it occurred, amounted to a knowing and wilful contravention within the meaning of Section 74(3). The effect of the subsequent legislative amendment on the initiation or continuation of any penal proceedings is a distinct issue. For the purposes of deciding the present applications, it is sufficient to examine the allegations with reference to Section 74(3) as it stood at the time when the alleged contraventions took place.

162. In the present case, the second and third instalments, though paid belatedly, were ultimately accepted by the Financial Creditors along with the applicable delayed interest. The third instalment was accepted notwithstanding the earlier direction of this Adjudicating Authority declining extension of the timelines prescribed under the Approved Resolution Plan. The Financial Creditors also did not invoke the Performance Bank Guarantee despite the occurrence of defaults. Further, after receipt of the third instalment on 21.11.2024, the securities corresponding to the third tranche were released only on 30.03.2025.

163. The record does not disclose a situation in which the SRA/Co-Resolution Applicant alone disregarded the Approved Resolution Plan while the Financial Creditors consistently enforced its terms and exercised the remedies available to them upon the occurrence of defaults. The SRA repeatedly sought extension of time for making payment of the instalments and, despite undertakings and assurances recorded before this Adjudicating Authority, failed to adhere to the timelines stipulated under the ARP. At the same time, the Financial Creditors, despite the occurrence of defaults and expiry of the contractual cure period, did not invoke the Performance Bank Guarantee or enforce the security interest in terms of the remedies available under Clause 3.2.1 of the ARP. They accepted the delayed payments, including the third instalment together with delayed interest, and continued with the implementation of the Plan.

164. The aforesaid circumstances are relevant for determining whether the defaults committed by the SRA/Co-Resolution Applicant can, in the facts of the present case, be characterised as a knowing and wilful contravention attracting penal consequences under Section 74(3). Having regard to the totality of the circumstances, we are not satisfied that the material on record

establishes the requisite knowing and wilful contravention. The existence of defaults and delay in payment is undoubtedly established; however, the same, in the peculiar facts and circumstances of the present case, cannot by itself be equated with a knowing and wilful contravention warranting penal action.

165. This finding is confined to the question of penal consequences and shall not be construed as condoning, waiving or extinguishing the defaults committed by the SRA/Co-Resolution Applicant in implementation of the Approved Resolution Plan. The fact that penal action is not warranted does not obliterate the substantive default. The Approved Resolution Plan continues to bind the SRA/Co-Resolution Applicant, and the fourth and subsequent instalments remain due and payable in accordance with the Plan.

166. The SRA/Co-Resolution Applicant cannot claim any further or indefinite extension of time merely on the ground that the Financial Creditors did not strictly adhere to the implementation mechanism. As noticed hereinabove, the securities relating to the third tranche were ultimately released on 30.03.2025, and thereafter there remained no subsisting basis for the SRA/Co-Resolution Applicant to withhold the fourth instalment on the ground of non-release of the securities. It is also relevant to note that the appeal preferred by the SRA against the orders passed in IA No. 540 of 2023 and IA No. 1159 of 2024 was also not pursued. The acceptance of the third tranche by the Financial Creditors, despite the directions contained in the order dated 02.08.2024, cannot, however, furnish any basis for the SRA/Co-Resolution Applicant to withhold the fourth instalment after the securities had been released. The subsequent non-payment of the fourth

instalment, therefore, cannot be attributed to the delayed release of the securities pertaining to the third tranche.

167. Accordingly, **IA (IBC) No. 1236 of 2025** and **IA (IBC) No. 636 of 2024**, insofar as they seek initiation of penal proceedings under Section 74(3) of the Code, are rejected. However, such rejection shall not be construed as a finding that the SRA/Co-Resolution Applicant has duly implemented the Approved Resolution Plan or as granting any extension of time for payment of the outstanding instalments. The continuing non-implementation of the Approved Resolution Plan, as noticed hereinabove, shall remain relevant for determining the appropriate consequential relief in the connected proceedings, including the question of continuation of the Corporate Debtor under the existing resolution framework.

IA (IBC) No. 478 of 2025

168. We now consider IA (IBC) No. 478 of 2025 filed by the SRA seeking, inter alia, release of the title deeds and discharge of the security interests corresponding to the third tranche and consequential reliefs against the Financial Creditors.

169. The objection raised by the Respondent regarding non-joinder of the concerned Financial Creditors also merits consideration. The release of securities is not an independent or extraneous matter but forms part of the mechanism for implementation of the Approved Resolution Plan. The Chairman of the Monitoring Committee, who was entrusted with the supervision of implementation of the Plan, cannot completely disassociate himself from the issue of release of securities merely on the ground that the concerned Financial Creditors were not impleaded as parties. It is also significant that, in the Reply filed by the Respondent, specific reference

was made to the release of the Manjakarni Unit, but no corresponding reference was made to the release of the other security. This circumstance is inconsistent with the contention that, merely by reason of his position as Chairman of the Monitoring Committee, the Respondent was unaware of the release of the securities.

170. In any event, the principal relief sought in IA No. 478 of 2025 concerning release of the securities corresponding to the third tranche has already been substantially overtaken by subsequent events. The securities were released on 30.03.2025.

171. The alternative prayer seeking refund of the third instalment together with interest also cannot be granted. The third instalment constituted an amount payable by the SRA under the ARP and was ultimately received by the Financial Creditors along with the applicable delayed interest. The subsequent delay in release of the corresponding securities does not render the payment itself invalid or refundable. No provision of the Approved Resolution Plan has been brought to our notice which would entitle the SRA to seek refund of an instalment duly payable under the Plan on account of delayed performance of the corresponding obligation by the Financial Creditors.

172. The grievance of the SRA regarding delayed release of the third-tranche securities has, however, been taken into consideration while examining the conduct of the parties in IA (IBC) No. 1236 of 2025. The delay in release of the securities, despite receipt of the third instalment on 21.11.2024, is a matter which cannot be ignored. At the same time, such delay does not justify the SRA's continued withholding of the fourth and subsequent instalments, particularly after the securities were released on 30.03.2025.

173. Accordingly, **IA (IBC) No. 478 of 2025** is **dismissed.** The relief seeking release of the securities corresponding to the third tranche has become infructuous in view of their release on 30.03.2025. The prayers for refund of the third instalment, declaration of contravention against the Financial Creditors and consequential directions are rejected. This order, however, shall not be construed as approving or condoning the delay on the part of the Financial Creditors in releasing the securities, which has already been taken into consideration while determining the appropriate relief in IA (IBC) No. 1236 of 2025.

IA (IBC) No. 1181 of 2025

174. We now consider IA (IBC) No. 1181 of 2025 filed by Bank of India seeking an injunction restraining the Respondents from alienating the immovable properties which, according to the Applicant, were released by the Applicant and the other Financial Creditors pursuant to the Approved Resolution Plan.

175. No material has been placed on record to demonstrate that the Respondents have taken any steps, or are presently taking any steps, for alienation or creation of any third-party interest in respect of the properties in question. There is no material before us indicating any proposed transaction or any immediate threat of alienation which would warrant an order of injunction at this stage.

176. It is also relevant that the present application was filed on 28.05.2025, whereas the securities pertaining to the third tranche had been released on 30.03.2025. No intervening event or circumstance has been brought on record which would demonstrate any imminent threat to the properties so as to require an order of restraint.

177. Moreover, an injunction ought not to be granted where an equally efficacious relief can certainly be obtained by another usual mode of proceeding. In the present case, the ARP itself provides remedies in the event of default, including those contemplated under Clause 3.2.1 thereof. Having regard to the availability of such contractual remedies and the facts and circumstances of the present case, we are not satisfied that the Applicant has made out a case for grant of the injunction sought.

178. Accordingly, **IA (IBC) No. 1181 of 2025** is **dismissed**. However, the dismissal of the present application shall not prejudice the rights and contentions of the parties in the connected proceedings or the entitlement of the Financial Creditors to seek such appropriate relief as may be available to them in law in consequence of the continuing non-implementation of the Approved Resolution Plan. All questions relating to the rights and obligations of the parties in relation to the properties in question are left open for consideration in accordance with law, if and when they arise.

IA (IBC) (Liq.)No. 08 of 2025

179. We now come to the question as to what consequence should follow from the established failure of the SRA to implement the Approved Resolution Plan.

180. As noticed above, the Resolution Plan was approved on 08.04.2021. The first instalment was paid in September 2021. The second instalment, which was due in June 2022, was paid only in 2024. The third instalment, due in June 2023, was paid only in November 2024. The fourth and subsequent instalments remain unpaid. Thus, despite passage of several years from approval of the Resolution Plan and despite repeated opportunities,

undertakings and proceedings before this Adjudicating Authority, the Plan has not been implemented in accordance with its approved terms.

181. The SRA cannot seek to convert the implementation of the Approved Resolution Plan into an open-ended arrangement. The object of the Code is resolution of the Corporate Debtor in a time-bound manner and not indefinite continuation of an implementation process which has repeatedly failed to adhere to the terms of the approved Resolution Plan. The obligations undertaken by the SRA under the approved Resolution Plan are required to be performed in accordance with the terms thereof.

182. It is also significant that the principal justification advanced by the SRA for withholding the fourth instalment was the non-release of the securities corresponding to the third tranche. Those securities have already been released on 30.03.2025. Even thereafter, the fourth instalment has not been paid. The explanation based upon non-release of securities has, therefore, ceased to survive.

183. The record further demonstrates that the SRA had repeatedly sought extensions of time and had given undertakings regarding payment, but failed to adhere to the same. The earlier orders of this Adjudicating Authority had already made it clear that the timelines stipulated under the Approved Resolution Plan could not be indefinitely extended. The subsequent conduct of the SRA shows that the default is neither isolated nor temporary.

184. We are conscious that the Approved Resolution Plan is resolution-oriented and that liquidation ought not to be resorted to merely because of a temporary or technical difficulty in implementation. The present case, however, stands on a materially different footing. The issue is not a minor

deviation or an isolated delay. There has been repeated and substantial failure to make the payments forming the principal consideration under the Approved Resolution Plan, and the fourth and subsequent instalments continue to remain unpaid.

185. The fact that the SRA has paid the first three instalments cannot, by itself, justify permitting it to retain the benefit of the Approved Resolution Plan indefinitely. Substantial payment is a relevant circumstance, but it cannot override the binding payment schedule or confer an unending right to remain in possession and control of the Corporate Debtor without performing the remaining obligations.

186. The conduct of the Financial Creditors also cannot be ignored. Their failure to strictly invoke the Performance Bank Guarantee and the delayed release of securities have been noticed by us. However, those circumstances do not provide a legal basis for permitting the SRA to continue indefinitely under a Resolution Plan which it has failed to implement. The defaults of one party cannot perpetually suspend the obligations of the other.

187. Section 33(3) of the Code specifically contemplates the consequence where an approved Resolution Plan is contravened. Where the Adjudicating Authority determines that the approved Resolution Plan has been contravened, Section 33(4) contemplates passing of a liquidation order.

188. The continuing failure to pay the fourth and subsequent instalments, despite expiry of the stipulated timelines and despite release of the securities corresponding to the third tranche, constitutes a material failure in implementation of the Approved Resolution Plan. The SRA cannot be

permitted to retain the benefit of the Plan while indefinitely postponing the principal payment obligations undertaken by it.

189. We are, therefore, satisfied that the stage has been reached where the Corporate Debtor cannot be permitted to continue under the existing Resolution Plan. The resolution contemplated by the Plan has failed on account of its non-implementation, and further indulgence to the SRA would neither advance the object of the Code nor protect the interests of the stakeholders.

190. Accordingly, the consequences contemplated under Section 33(3) and (4) of the Code are attracted. The Corporate Debtor is liable to be taken into liquidation in accordance with law.

191. Accordingly, **IA (IBC) (Liq.)No. 08 of 2025** is **allowed** and the Corporate Debtor, namely M/s.Splendid Metal Products Limited (now known as Thalaivar Steels Limited), is ordered to be liquidated in accordance with the provisions of Section 33 of the Code.

Role of the Resolution Professional/ Supervision of Implementation

192. Before issuing the consequential directions, we also deem it necessary to deal with the role of the Resolution Professional in the implementation process.

193. The record indicates that the Resolution Professional/implementation supervisor was entrusted with the responsibility of supervising implementation of the Approved Resolution Plan and placing the progress of implementation before the Monitoring Committee and this Adjudicating Authority. Such responsibility assumes particular significance once repeated defaults in payment had occurred.

194. The record, however, shows that the second and third instalments remained unpaid for prolonged periods, repeated applications and requests for extension were made by the SRA, the third instalment was accepted notwithstanding the earlier order declining extension of the timelines, and the Performance Bank Guarantee was not invoked despite the defaults contemplated under the Plan.

195. In these circumstances, the Monitoring Committee was required to be apprised of the complete position regarding the defaults, the undertakings furnished by the SRA before this Adjudicating Authority, the orders passed by this Authority in relation to extension of the timelines, and the consequences of continued non-payment. The supervisory mechanism contemplated under the Approved Resolution Plan is intended to ensure effective monitoring of its implementation and cannot be reduced to a mere formality.

196. The role of the Resolution Professional in the implementation stage is not merely ministerial. He is required to ensure that the implementation is monitored strictly in accordance with the Approved Resolution Plan and that material defaults are brought to the notice of the Monitoring Committee and this Adjudicating Authority without delay.

197. Having regard to the circumstances noticed hereinabove, including the prolonged defaults and the manner in which the implementation of the Approved Resolution Plan proceeded, we are of the view that continuation of the existing Resolution Professional in any further role be not considered.

Final order

198. In view of the findings recorded hereinabove, the Applications are disposed of in the following terms:

(i) **IA (IBC) No. 1236 of 2025** and **IA (IBC) No. 636 of 2024** are **rejected**, insofar as they seek initiation of penal proceedings under Section 74(3) of the Code.

(ii) **IA (IBC) No. 478 of 2025** is **dismissed**.

(iii) **IA (IBC) No. 1181 of 2025** is **dismissed.**

(iv) **IA (IBC) (Liq.) No. 08 of 2025** is **allowed** and the Corporate Debtor, M/s.Splendid Metal Products Limited (now known as Thalaivar Steels Limited)**,** is ordered to be liquidated in accordance with Section 33 of the Code**.**

(a) In view of the liquidation order, the continuation of the existing Resolution Professional in any further role is not considered appropriate. Therefore, CS Dr.Ahalada Rao Vummenthala, Mobile: 9849027041, email: cs.ahaladarao@gmail.com / rp.ahaladarao@gmail.com is appointed as the Liquidator.

(b) The Liquidator, upon appointment, shall take charge of the Corporate Debtor and proceed in accordance with the provisions of the Code and the applicable Regulations.

(c) The consequences of the liquidation order shall follow in accordance with the provisions of the Insolvency and Bankruptcy Code, 2016 and the regulations made thereunder.

(d) The Liquidator shall issue public announcement stating that Corporate Debtor is in Liquidation.

(e) The Moratorium declared under Section 14 of the IBC, 2016 shall cease to operate here from.

(f) Subject to section 52 of the IBC 2016 no suit or other legal proceedings shall be instituted by or against the Corporate Debtor. This shall however not apply to legal proceedings in relation to such transactions as may be notified by the Central Government in consultation with any financial sector regulator.

(g) All powers of the Board of Directors, Key Managerial Personnel and partners of the Corporate Debtor shall cease to have effect and shall be vested in the Liquidator.

(h) The Liquidator shall exercise the powers and perform duties as envisaged under Sections 35 to 50 and 52 to 54 of the Code, read with Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations 2016.

(i) Personnel connected with the Corporate Debtor shall extend all assistance and cooperation to the Liquidator as will be required for managing its affairs.

(j) The Liquidator shall be entitled to such fees as may be specified by the Board in terms of Section 34 (8) of the Code.

(k) This Order shall be deemed to be a notice of discharge to the officers, employees and workmen of the Corporate Debtor, except when the business of the Corporate Debtor is continued during the Liquidation process by the Liquidator.

(l) Copy of the Order shall be furnished to the IBBI, to the Regional Director (South Eastern Region), Ministry of Corporate Affairs; Registrar of Companies & Official Liquidator, Telangana, the Registered Office of the Corporate Debtor; and the Liquidator.

Sd/-	**Sd/-**
SANJAY PURI **MEMBER (TECHNICAL)**	**RAJEEV BHARDWAJ** **MEMBER (JUDICIAL)**