



IN THE NATIONAL COMPANY LAW TRIBUNAL
NEW DELHI SPECIAL BENCH (COURT – II)

Item No. 204
IB-1114/ND/2020
IA-30/ND/2026

IN THE MATTER OF:

BVG India Ltd.

8th Floor, World Trade Tower
Sector-16, NOIDA -201301

... Applicant

Versus

Three C Facility Management

C-23, Greater Kailash Enclave, Part-I
New Delhi- 110048

... Respondent

AND IN THE MATTER OF IA-30/ND/2026:

Devendra Umrao

94-D, POCKET-F,
Mayur Vihar Phase – 2, New Delhi

... Applicant

Versus

Shaneshwara Properties Pvt. Ltd & ors.

305, Nirmal Tower, Barakhamba Road,
New Delhi – 110001

... Respondents

Under Section: 9 of the IBC, 2016

Order delivered on 15.07.2026

CORAM:

SH. ASHOK KUMAR BHARDWAJ, HON'BLE MEMBER (J)

SH. BANWARI LAL MEENA, HON'BLE MEMBER (T)

PRESENT:

For the Applicant : Adv. Jaya Garg

For the Respondent :

For RP : Adv. Abhishek Anand, Adv. Karan Kohli, Adv.
Vanshika Dhoot

Hearing Through: VC and Physical (Hybrid) Mode



ORAL ORDER

IA-30/ND/2026: We heard Mr. Abhishek Anand, Ld. Counsel for the Resolution Professional. He could explain that the requirement of Section 30(2) of the IBC, 2016, has been satisfied.

1. The conspectus of the case has been captured in paras 4 to 50 of the application, which reads thus:-

4. It is submitted that a present Petition bearing C.P. (IB) No. 1114/ND/2020 under Section 9 of the Insolvency and Bankruptcy Code, 2016 (“Code”) filed by M/s. BVG India Limited (hereinafter referred to as “Operational Creditor”) was admitted by this Hon’ble Adjudicating Authority vide its order dated 08.08.2024 and CIRP was initiated against the Corporate Debtor. Copy of order dated 08.08.2024 passed by this Hon’ble Adjudicating Authority is annexed herewith and marked as **ANNEXURE A – 1.**
5. That vide the same order dated 08.08.2024 this Hon’ble Adjudicating Authority appointed ARCK Resolution Professionals LLP as the Interim Resolution Professional of the Corporate Debtor which was also appointed as Resolution Professional (“RP”) for Granite Gate Properties Pvt Ltd. However, this Hon’ble Adjudicating Authority made it clear that if for any reason IPE ARCK Resolution Professionals LLP is not continued as Resolution Professional *qua* Granite Gate Properties Pvt. Ltd., then in that case the same Resolution Professional appointed *qua* the Granite Gate Properties Pvt. Ltd. shall be acting as the Resolution Professional for the Corporate Debtor as well.
6. It is submitted that in the meantime an Appeal being Company Appeal (AT) (Ins) No. 1479 of 2024 was filed by the Authorised Representative of Financial Creditor in Class (Homebuyers) of Granite Gate Properties Private Limited against the order dated 24.07.2024 passed by this Hon’ble Adjudicating Authority wherein erstwhile



Resolution Professional namely Mr. Devender Singh was replaced with new Resolution Professional i.e., IPE namely ARCK Resolution Professionals LLP. It is submitted that the Hon'ble NCLAT (hereinafter referred to as "*Appellate Tribunal*") after hearing the facts of the case, in view of the approval of Committee of Creditors (hereinafter referred to as "*CoC*") of Granite Gate Properties Private Limited, appointed Applicant herein as the Resolution Professional of Granite Gate Properties Private Limited vide Order dated 14.08.2024. Copy of order dated 14.08.2024 passed by the Hon'ble Appellate Authority in Company Appeal (AT) (Ins) No. 1479 of 2024 is annexed herewith and marked as ANNEXURE A – 2.

7. In the wake of aforementioned order passed by the Hon'ble Appellate Tribunal in the case of Granite Gate Properties Pvt Ltd, the Applicant herein filed an application being I.A. No. 5271 of 2024 before this Hon'ble Adjudicating Authority seeking replacement of IPE and appointment of Applicant as the Interim Resolution Professional of the Corporate Debtor. It is submitted that I.A. No. 5271 of 2024 was duly allowed by this Hon'ble Adjudicating Authority vide order dated 06.11.2024.
8. That it is pertinent to mention here that the Applicant came to know about the initiation of CIRP of the Corporate Debtor vide order dated 08.08.2024 on 19.09.2024 wherein it was observed that the Resolution Professional of Granite Gate Properties Private Limited shall also act as RP of the Corporate Debtor. Therefore, the Applicant being the Interim Resolution Professional of the Corporate Debtor took control of the Corporate Debtor and in terms of Regulation 6(1) of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 ("CIRP Regulations"), issued a public announcement in FORM – A on 21.09.2024 calling upon the creditors of the Corporate Debtor to submit their claims qua the Corporate Debtor on or before 03.10.2024 to the Applicant. Copy of Public Announcement dated 21.09.2024 is annexed herewith and marked as ANNEXURE A-3.



9. That pursuant to aforesaid public announcement, claims were received by the Applicant from the creditors of the corporate debtor. The claims received by the Applicant were collated and verified in accordance with Regulation 13(1) of Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 on the basis of information in possession with the Applicant and on the basis of the Documents being furnished by the creditors during Submission of their claims.
10. It is submitted that in response to the public announcement, the Applicant received four claims from Operational Creditor on or before the last date for submission of the claims i.e. 03.10.2024, all of which were duly verified. Subsequently, the CoC was constituted as per Regulation 17(1) of CIRP Regulations, 2016. Thereafter, the Applicant in compliance of Regulation 17(1) of the CIRP Regulations, filed an application bearing I.A. No 5525 of 2024 placing on record the certifying constitution of the CoC. The Application was allowed by this Hon'ble Adjudicating Authority vide order dated 26.11.2024. Copy of order dated 26.11.2024 is annexed herewith and marked as ANNEXURE A-4.
11. That subsequently, Applicant was pleased to convene the 1st committee of creditors ("CoC") meeting on 19.10.2024 wherein following resolution was proposed by the Applicant for conformation of the IRP to RP and the said resolution was approved with 100% voting results. Following agenda items were proposed by the applicant during the meeting-

"ITEM NO B-3: CONFIRMATION OF APPOINTMENT OF IRP AS RESOLUTION PROFESSIONAL ("RP") AND TO FIX THE REMUNERATION, OR TO REPLACE IRP BY ANOTHER RESOLUTION PROFESSIONAL AS PER SECTION 22(2) OF IBC.

The Interim Resolution Professional (IRP) informed the Committee of Creditors (CoC) that, in accordance with Sections 22(2) and 22(3)(a) of the Insolvency and Bankruptcy Code, 2016 (IBC), the CoC, in its first meeting, may resolve by a majority vote of not less than 66% of the voting share of the





financial creditors to either appoint the existing Interim Resolution Professional as the Resolution Professional or to replace the Interim Resolution Professional with another Resolution Professional.

Furthermore, Mr. Devendra Umrao, being eligible, proposed his appointment as the Resolution Professional with a monthly remuneration of Rs. 1,00,000/- (Rupees One Lakh Only), plus applicable taxes and out-of-pocket expenses. The Consent Form AA was also presented before the members of the CoC for their perusal.

Accordingly, the Interim Resolution Professional proposed the following resolution for approval:

Resolution:

To consider and, if thought fit, to pass with or without modification the following resolution:

"RESOLVED THAT in pursuant to the provisions of Section 22(2) & 22(3)(a) of the Insolvency and Bankruptcy Code, 2016 the consent of members of Committee of Creditors be and is hereby accorded to appoint Mr. Devendra Umrao as Resolution Professional on a monthly fee of Rs. 1,00,000/- (Rupees One Lakh only) plus applicable taxes and such fee shall form the part of the Corporate Insolvency Process Cost.

RESOLVED FURTHER THAT the Interim Resolution Professional be and is hereby authorized to do all such acts, deeds and things as may be required or considered necessary or incidental thereto".

Copy of minutes of the 1st CoC Meeting convened on 19.10.2024 is annexed herewith and marked as ANNEXURE A-5.

12. That in pursuant of the above resolution passed by the CoC, an Application bearing I.A. No. 5620 of 2024 was filed for appointment of Applicant as the Resolution Professional for the Corporate Debtor. This Hon'ble Adjudicating Authority vide order dated 29.11.2024 allowed the said Application and confirmed the appointment of Applicant as Resolution Professional. Copy of order dated 29.11.2024 passed by this Hon'ble Adjudicating Authority is annexed herewith and marked as ANNEXURE A – 6.



13. Thereafter the Applicant convened the 2nd CoC meeting on 04.08.2024 wherein the draft FORM G, proposing a publication date of 01.12.2024, was presented to the CoC. Further, the Applicant during the second meeting of the CoC members informed the CoC that, after a thorough verification of records and an assessment of the Corporate Debtor's assets, he will initiate the process of inviting quotations from valuers registered with the Insolvency and Bankruptcy Board of India (IBBI). Copy of Minutes of 2nd CoC meeting convened on 04.08.2024 is annexed herewith and marked as ANNEXURE A-7.
14. That 3rd CoC meeting was convened on 18.12.2024 wherein the Applicant apprised the members of the CoC that he has received claims from two more operational creditors which have been admitted by the Applicant and accordingly the CoC has been reconstituted. Additionally, during the meeting, resolution for appointment of J Mandal & Co LLP as forensic auditor was also passed with requisite majority. Copy of Minutes of the 3rd CoC meeting convened on 18.12.2024 is annexed herewith and marked as ANNEXURE A-8.
15. That in furtherance to the reconstitution of CoC, the Applicant in terms of Section 21 of Code read with Regulation 13 and 17(1) of CIRP Regulations, 2016, filed a Report before this Hon'ble Adjudicating Authority bearing I.A. No. 734 of 2025, which was taken on record *vide* order dated 14.02.2025 by this Hon'ble Adjudicating Authority. Copy of order dated 14.02.2024 is annexed herewith and marked as ANNEXURE A-9.
16. It is submitted that the Applicant convened the 4th meeting of CoC on 03.02.2025, wherein the Applicant requested the CoC members to consider and approve the filing of an Application before this Hon'ble Adjudicating Authority, *inter alia* seeking exclusion of 42 days from the CIRP period of Corporate Debtor. It is submitted that the Applicant apprised the CoC that the exclusion will help the



Applicant to ensure that the CIRP process is conducted effectively and within the prescribed timeline. Accordingly, the CoC resolved to seek exclusion of 42 days from the date of the CIRP initiating order i.e., 08.08.2024 and placed the following Resolution before the CoC which was approved by the members of the CoC:-

"Resolution:

To consider and to pass, with or without modification(s), the following resolution:

RESOLVED THAT *the members of the Committee of Creditors (CoC) of Three C Facility Private Limited, having considered the circumstances leading to the loss of 42 days in the CIRP, hereby approve the filing of an application before the Hon'ble National Company Law Tribunal (NCLT), New Delhi Bench II, seeking exclusion of 42 days from the CIRP period."*

"RESOLVED FURTHER THAT *the Resolution Professional, Mr. Devendra Umrao, be and is hereby authorized to take all necessary steps, including filing of the application before the Hon'ble NCLT and carrying out any other actions as may be required to give effect to the above resolution."*

Copy of minutes of 4th CoC meeting convened on 03.02.2025 is annexed herewith and marked as ANNEXURE A-10.

17. That the Applicant accordingly filed an Application being I.A. No. 1171 of 2025 *inter alia* seeking exclusion of 42 days on account of delayed communication of CIRP commencement order dated 08.08.2024, from 08.08.2024 to 19.09.2024. It is submitted that I.A. No. 1171 of 2025 was allowed by this Hon'ble Adjudicating Authority *vide* order dated 11.03.2025. Copy of Order dated 11.03.2025 is annexed herewith and marked as ANNEXURE A-11.

18. Further, the Applicant convened the 5th meeting of the CoC on 25.02.2025, wherein the Applicant apprised the CoC that initially the Applicant lacked information regarding the Corporate Debtor's assets due to the lack of cooperation from the erstwhile management and the absence of sufficient records, therefore, the eligibility criteria for the Expression of Interest (hereinafter referred to as



“EOF”) were initially prepared under the assumption that the Corporate Debtor had no significant assets. However, following a recent confirmation from ICICI Bank regarding mortgaged assets, the CoC members opined that the eligibility criteria for EOI submissions should be revised once the exact nature and value of these assets are ascertained. In light of these developments, the CoC members agreed that the publication of Form G should be deferred until ICICI Bank formally files its claim and provides clarity regarding the Corporate Debtor’s assets. The publication of Form G, along with the approval of the revised eligibility criteria for Prospective Resolution Applicants (hereinafter referred to as “PRAs”), were decided to be addressed in the next CoC meeting after reviewing the additional information received. Copy of Minutes of the 5th CoC meeting convened on 25.02.2025 is annexed herewith and marked as ANNEXURE A-12.

19. That the Applicant convened the 6th meeting of CoC on 18.03.2025 wherein the Applicant apprised the CoC members that since the commencement of the CIRP, the erstwhile management of the Corporate Debtor has been non-cooperative in providing critical information and records. It is further submitted that this lack of cooperation has significantly hindered the Applicant’s efforts to obtain details regarding the Corporate Debtor’s assets. Despite the Applicant’s continuous efforts, no substantial information about the assets in the name of the Corporate Debtor has been obtained thus far. It is submitted that the Applicant further informed the members of the CoC that ICICI Bank Limited recently communicated with the Applicant *vide* email and telephone, confirming that certain assets of the Corporate Debtor are mortgaged with them. ICICI Bank also assured that they would share all available documents related to the Corporate Debtor and are in the process of filing their claim along with supporting documents. Copy of Minutes of the 6th CoC meeting convened on 18.03.2025 is annexed herewith and marked as ANNEXURE A-13.



20. As the CIRP period nears its conclusion, the CoC recognized the necessity of extending the CIRP period to ensure the effective resolution of the Corporate Debtor in the best interest of all stakeholders and not to allow the Corporate Debtor to go under liquidation. The documents expected from ICICI Bank need to be thoroughly examined to accurately determine the Corporate Debtor's asset position. Based on this assessment, the eligibility criteria for Prospective Resolution Applicants can be appropriately formulated, and the Expression of Interest can be published to invite eligible applicants to submit their resolution plans.
21. It is submitted that to ensure the resolution process was conducted in a structured and efficient manner, thereby maximizing the chances of a successful resolution, the Applicant required additional time to complete the CIRP effectively. Accordingly, the CoC members unanimously agreed that extending the CIRP period was necessary to ascertain the details of the Corporate Debtor's assets. The CoC also advised the Applicant to follow up with ICICI Bank for further information and records.
22. In light of the above, the Applicant requested the CoC members to approve the resolution, authorizing him to file an Application before this Hon'ble Adjudicating Authority seeking a 90-day extension beyond the initial 180-day CIRP period. Accordingly, the Applicant placed before the CoC the following resolution seeking extension of 90 days beyond 180 days which was duly approved by the CoC:-

"RESOLVED THAT *the members of the Committee of Creditors (CoC) hereby approve the extension of the Corporate Insolvency Resolution Process (CIRP) period by 90 days beyond the initial 180-day period in the matter of Three C Facility Management Private Limited."*

"FURTHER RESOLVED THAT *the Resolution Professional (RP) be and is hereby authorized to file an appropriate application before the Hon'ble National Company Law Tribunal (NCLT) seeking an extension of the CIRP*





period by 90 days beyond the initial 180-day period in the CIRP of Three C Facility Management Private Limited."

23. Further, the Applicant in view of the agenda approved in 6th CoC meeting, diligently filed an Application being I.A. No. 1727 of 2025 *inter alia* seeking a 90 days extension beyond the initial 180 days CIRP and the same was allowed by this Hon'ble Adjudicating Authority *vide* order dated 17.04.2025. Copy of order dated 17.04.2025 passed by this Adjudicating Authority is annexed herewith and marked as ANNEXURE A – 14.
24. That 7th meeting of Committee of Creditors was convened on 17.04.2025 wherein the Applicant apprised the CoC that an Application filed under Section 12(2) of the Insolvency and Bankruptcy Code, 2016, read with Regulation 40(2) of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, seeking an extension of the Corporate Insolvency Resolution Process (CIRP) period by an additional 90 days beyond the original 180-day period, i.e., with effect from 19.03.2025 has been allowed. In addition to the same, a Resolution with requisite majority was passed by the CoC members approving the publication of expression of interest (Form G) and to approve the eligibility criteria for the prospective resolution applicant. Copy of Minutes of the 7th CoC meeting convened on 17.04.2025 is annexed herewith and marked as ANNEXURE A-15.
25. It is submitted that pursuant to the appropriate approval from the CoC members, the Applicant had accordingly published the Form G dated 27.04.2025 in Financial Express and Jansatta in accordance with the Regulation 36A of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, wherein last date for submission of Expression of Interest ("EOI") from PRAs was 12.05.2025. Pursuant to the publication of the Form G, below was the timelines in the furtherance of the process-



Form G Timeline (Three C Facility Management Private Limited)	
Publication of Form G	27.04.2025
Submission of EoI	12.05.2025
Provisional List of RAs by RP	22.05.2025
Submission of objections to provisional list	27.05.2025
Final List of RAs by RP	06.06.2025
Issue of RFRP, including Evaluation Matrix and IM	11.06.2025
Receipt of Resolution Plans	11.07.2025

26. That the Applicant convened the 8th meeting of COC on 16.05.2025 and discussion was held with regard to the filing of an Application before this Hon'ble Adjudicating Authority against ICICI bank and Resolution Professional of Boulevard Projects Private Limited. It is submitted that a Tripartite Agreement was executed between Boulevard Projects Private Limited (Builder), Three C Facility Management Private Limited (Buyer), and ICICI Bank (Lender), under which Three C Facility Management Private Limited had purchased three units in a project being developed by Boulevard Projects Private Limited. It was apprised by the Applicant to CoC members that several email communications, including follow-up reminder mails and telephonic conversations were made with the Resolution Professional of Boulevard Projects Private Limited and with ICICI Bank, requesting the relevant documents and information regarding the current status of the said units as mentioned in the Tripartite Agreement. However, no response was received from the parties.
27. Additionally, it is respectfully submitted that pursuant to the publication of Form G, the Applicant received mails from the following parties, who showed their interest in submitting their EOI and requested for the detailed Invitation for Submission of EOI:
- a. Observo Security Services Private Limited
28. That it is pertinent to mention here that no EOIs were received till the last date of submission, which was 12.05.2025. Further, a request was received from Observo



Security, seeking additional time for submission of the EOI. In view of the same, appropriate approval was sought for extending the last date for submission of EOI and according the following resolution was passed in the 8th CoC meeting -

"Proposed Resolution

To consider and if thought fit, to pass with or without modification the following

Resolution:

"RESOLVED THAT the consent of the members of the CoC be and is hereby accorded to extend the last date of submission of EOI to be submitted by the Prospective Resolution Applicants by 2 weeks i.e. 26.05.2025.

RESOLVED FURTHER THAT Resolution Professional be and is hereby authorised to do all such needful acts in this regard."

Copy of Minutes of the 8th CoC meeting convened on 16.05.2025 is annexed herewith and marked as **ANNEXURE A-16**.

29. Further, the Applicant convened 9th CoC meeting on 12.06.2025, wherein the Applicant apprised the CoC members that only one EOI was received from a consortium of M/s. Observo Security Services Private Limited (In consortium with Renovo Assets Private Limited). However, their net worth was found to be substantially below the minimum threshold of Rs. 2 Crores approved by the CoC. Their net worth stood at approximately Rs. 40 Lakhs, thereby rendering them ineligible. In the absence of any eligible resolution applicant, the CoC was presented with two options i.e., to proceed with liquidation or to republish FORM G by relaxing the eligibility criteria. The CoC member present opined that liquidation would not yield meaningful recovery and therefore supported a fresh attempt at resolution. It was resolved that FORM G would be republished with revised eligibility criteria.

30. In pursuant of the above, it is submitted that the Applicant apprised the members that the 270 days period of the CIRP qua the Corporate Debtor is expiring on



16.06.2025, in terms of Section 12 of the Code. It was further brought to the attention of the CoC members that, as deliberated in detail under the relevant agenda item regarding the re-issuance of Form G, further time is essential to ensure that the resolution process is carried out in a comprehensive, effective, and value-maximizing manner in the interest of all stakeholders. Accordingly, the Resolution Professional/ Applicant sought approval and authorization from the members of the CoC to file an appropriate Application before this Hon'ble Adjudicating Authority, *inter alia* seeking an extension of 60 days beyond the 270 days of CIRP period, in accordance with the applicable provisions of the Code. Following resolution put forth before the members in the 9th CoC meeting:

"RESOLVED THAT the members of the Committee of Creditors (CoC) hereby approve the extension of the Corporate Insolvency Resolution Process (CIRP) period by 60 days beyond the initial 270 day period in the matter of Three C Facility Management Private Limited."

"FURTHER RESOLVED THAT the Resolution Professional (RP) be and is hereby authorized to file an appropriate application before the Hon'ble National Company Law Tribunal (NCLT) seeking an extension of the CIRP period by 60 days beyond the 270-day period in the CIRP of Three C Facility Management Private Limited"

31. That above-mentioned resolution was approved by CoC members with 71.39% voting in favour of the same. That accordingly, an Application bearing I.A. No. 3075 of 2025 was preferred by the Applicant seeking an extension of 60 days beyond the period of 270 days, w.e.f. 16.06.2025. That, vide Order dated 02.07.2025 this Hon'ble Adjudicating Authority was pleased to extend the CIRP period qua the Corporate Debtor for a further period of 60 days. Copy of Minutes of the 9th CoC meeting convened on 12.06.2025 along with the copy of Order dated 02.07.2025 passed by this Hon'ble Adjudicating Authority is annexed herewith

 and marked as ANNEXURE A – 17 (COLLY).



32. That subsequently, 10th CoC meeting was convened by the Applicant on 20.06.2025, members of the CoC decided to re-publish the Expression of Interest (Form G) with certain relaxations in the eligibility criteria, in order to encourage wider participation from Prospective Resolution Applicants. In view thereof, discussions and deliberations were held over reducing the net worth criteria for Individual Investor /Consortium of Individual Investor (including HUF/ Family Trust) to Rs. 20 Lakhs and Rs. 35 Lakhs for Private/ Public Limited Company/Partnership Firm/ Limited Liability Partnership ("LLP")/Body Corporate. Accordingly, the following Resolution was put for voting before the CoC:

"Proposed Resolution:

To consider and if found fit, to pass with or without modification the following Resolution

"RESOLVED THAT, the Form-G as placed at Annexure A be and is hereby approved by the members of the Committee of Creditors for the publication for inviting expression of interest in accordance with Regulation 36A of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016"

"FURTHER RESOLVED THAT, the minimum eligibility criteria along with the Earnest Money Deposits to be made by the Prospective Resolution Applicant at various stages as placed at Annexure B be and is hereby approved by the members of the Committee of Creditors"

Copy of minutes of the 10th CoC meeting convened on 20.06.2025 along with voting sheet are annexed herewith and marked as ANNEXURE A – 18 (COLLY).

33. Accordingly, second Form G was published by the Applicant on 24.06.2025 in Financial Express and Jansatta wherein last date for submission of expression of interest was 04.07.2025. Pursuant to the publication of said Form G, below shall be the timelines in the furtherance of the process-

2025
23/



(Three C Facility Management Private Limited)	
Form G Timeline	Proposed Timelines
Publication of Form G	24.06.2025
Submission of EoI	04.07.2025
Provisional List of RAs by RP	06.07.2025
Submission of objections to provisional list	11.07.2025
Final List of RAs by RP	12.07.2025
Issue of RFRP, including Evaluation Matrix and IM	13.07.2025
Receipt of Resolution Plans	02.08.2025

34. Furthermore, during the 11th CoC meeting convened by the Applicant on 15.07.2025, the CoC was informed that in pursuance to re-publication of Form G on 24.06.2025, a total of 5 EOIs were received by the Applicant before the last date of submission. That, in accordance with Regulation 36A (10) of the CIRP Regulations, the Applicant herein duly prepared a provisional list of Prospective Resolution Applicants (hereinafter referred to as "PRAs") containing the following names:

- i. Observo Security Services Private Limited (in consortium with Renovo Assets)
- ii. Sanskar Dixit (Proprietor of Dream Home Furnishings)
- iii. Shaneshwara Properties Private Limited
- iv. Mr. Amrit Kumar Agrawal
- v. Facelift Facility and Security Services.

35. That in furtherance of the above, CoC passed the following resolution, approving the Draft Request for Resolution Plan and amount of performance security for submission of Resolution Plan by the Prospective Resolution Applicants:

"RESOLUTION

To consider and if found fit, to pass with or without modification the following Resolution

"RESOLVED THAT the Draft Request for Resolution Plan ("RFRP") is hereby approved with a performance security requirement set at 5% of the Plan Value.





"RESOLVED FURTHER THAT *the Resolution Professional is hereby authorized to undertake all necessary actions and execute any documents required to implement this resolution"*

Copy of minutes of the 11th CoC meeting convened on 15.07.2025 along with voting results are annexed herewith and marked as ANNEXURE A – 19 (COLLY).

36. That on 08.08.2025, the Applicant herein convened the 12th CoC meeting wherein members of CoC were apprised of the status of ongoing CIRP of the Corporate Debtor. That the Applicant informed the members that last date for submission of Resolution Plans was stipulated as 02.08.2025. That, in pursuance thereof, the Applicant herein received multiple requests from Prospective Resolution Applicants to extend the deadline for submission of the Resolution plan. Accordingly, in the interest of all stakeholders, the Applicant herein extended the deadline for submission of Resolution Plan to 11.08.2025, subject to approval of the CoC. The following resolution was approved by the CoC with 75.39% votes in favour:

"RESOLUTION:

To consider and if found fit, to pass with or without modification the following Resolution

RESOLVED THAT *the Committee of Creditors (CoC) hereby takes note of and approves the extensions allowed by the Resolution Professional for submission of resolution plans, including the extension from 02 August 2025 to 05 August 2025 based on the request received from Observeo Security Services Private Limited (in consortium with Renovo Assets) vide email dated 01 August 2025, and the further extension up to 11 August 2025 based on requests received from Shaneshwara Properties (email dated 04 August 2025) and Facelift Facility Management and Security Services (email dated 05 August 2025)."*

37. Furthermore, the Applicant also apprised the CoC members that the period of 330-days for CIRP Corporate Debtor was coming to an end on 15.08.2025. That, in



view of extension of deadline for submission of Resolution Plans to 11.08.2025 and considering active engagement of PRAs in resolution process of the Corporate Debtor, a Resolution for extension of CIRP period of the Corporate Debtor for a further period of 45 days, w.e.f. from 16.08.2025, was approved by the CoC during the 12th CoC meeting with 75.39% votes in favour. The relevant excerpt of the Resolution is reproduced herein after as follows:

"RESOLUTION:

To consider and, if thought fit, to pass with or without modification the following resolution:

"RESOLVED THAT the members of the Committee of Creditors (CoC) hereby approve the extension of the Corporate Insolvency Resolution Process (CIRP) period by 45 days beyond the 330-day period in the matter of Three C Facility Management Private Limited."

FURTHER RESOLVED THAT the Resolution Professional (RP) be and is hereby authorized to file an appropriate application before the Hon'ble National Company Law Tribunal (NCLT) seeking an extension of the CIRP period by 45 days beyond 330-day period in the CIRP of Three C Facility Management Private Limited."

Copy of minutes of 12th CoC meeting convened on 08.08.2025 along with voting sheet are annexed herewith and marked as ANNEXURE A – 20.

38. It is submitted that in pursuance of the said approval from the CoC, the Applicant accordingly proceeded with filing of the said Application bearing I.A. No. 4010 of 2025 before this Hon'ble Adjudicating Authority. The same was listed before this Hon'ble Adjudicating Authority on 20.08.2025 wherein this Hon'ble Adjudicating Authority was pleased to allow extension of the 45 days with effect from 16.08.2025. Copy of order dated 20.08.2025 passed by this Hon'ble Adjudicating Authority is annexed herewith and marked as ANNEXURE A-21.
39. The Applicant convened 13th CoC meeting on 16.08.2025 wherein detailed deliberation took place with respect to the receipt of Resolution Plan from the Prospective Resolution Applicants. It was duly recorded by the Applicant that



upon receiving requests from a few Prospective Resolution Applicants (PRAs) for an extension, the Resolution Professional, in the interest of maximizing value and ensuring an effective resolution of the Corporate Debtor, extended the last date for submission of Resolution Plan to 11.08.2025.

40. It is submitted that till the last date for submission of Resolution Plan, total of 3 (three) resolution plans out of 4 (four) Prospective Resolution Applicants (PRAs) who were part of the final list, were received. The said Resolution Plans were submitted physically in sealed envelopes, as well as in electronic form through password-protected files via email, along with the respective EMDs. The details of the PRAs who have submitted their resolution plans are as follows:

- i. Observe Security Services Private Limited (in consortium with Renovo Assets)
- ii. Shaneshwara Properties Pvt. Ltd.
- iii. Facelift Facility and Security Services

Copy of minutes of 13th CoC meeting convened on 16.08.2025 is annexed herewith and marked as ANNEXURE A – 22.

41. That Applicant convened 14th CoC meeting on 04.09.2025 wherein discussion held with respect to the Resolution plans received from the PRAs. The Applicant was in receipt of the three Resolution Plans. It is submitted that detailed compliance check was conducted by the Applicant of all the three Resolution Plans. It is pertinent to mention here that as per Regulation 39(3) of the IBBI (CIRP) Regulations, 2016, the CoC is required to:

- i. Evaluate the Resolution Plans received under sub-regulation (2) in accordance with the approved evaluation matrix;
- ii. Deliberate on the feasibility and viability of each Resolution Plan; and
- iii. Vote on all Resolution Plans simultaneously.





42. During the meeting, all the three PRAs were invited by the Applicant to submit their submissions with respect to the salient features of their respective Resolution Plans including but not limited to their financial proposals, including the amounts proposed to be paid to the CoC members, the proposed manner of such payments, and the justification underlying their financial offers. Subsequent to the said discussion, all the three PRAs were given one more opportunity to revise their financial proposal and to submit the revised Resolution Plan after incorporating the suggestions provided by the CoC members during the meeting.
43. It is submitted that upon last date for submitting the revised Resolution Plans, two of the Resolution Applicants, namely Observe Security Services Private Limited (in consortium with Renovo Assets) and Shaneshwara Properties Private Limited, submitted their amended Resolution Plans, while Facelift Facility and Security Services did not submit any revised/amended plan. Accordingly, the Resolution Plan originally submitted by Facelift Facility and Security Services was treated as final. All the final Resolution Plans were circulated to the members of the CoC for their review and for necessary discussion in the upcoming adjourned 14th CoC meeting.
44. It is pertinent to mention here that as per Regulation 38(4) of the CIRP Regulation, the Committee of Creditors is empowered to set up a Monitoring Committee. The relevant extract of Regulation 38(4) of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 was also placed before the CoC during the meeting, which is reproduced below:

"(4)(a) The committee shall consider setting up a monitoring committee for monitoring and supervising the implementation of the resolution plan.

(b) The monitoring committee may consist of the resolution professional or any other insolvency professional, or any other person, including representatives of the committee and representatives of resolution





applicant(s), as its members: Provided that where the resolution professional is proposed to be part of the monitoring committee, the monthly fee payable to him shall not exceed the monthly fee received by him during the corporate insolvency resolution process.

(c) The monitoring committee shall submit quarterly reports to the Adjudicating Authority regarding the status of implementation of resolution plan."

45. That the Applicant accordingly invited suggestions from the members of the CoC to provide their views on the composition of the Monitoring Committee. Therefore, in compliance of the said Regulation and considering the views of the CoC members on the composition of the Monitoring Committee, the following Monitoring Committee was formed with members for effective implementation of the Resolution Plan and the same was ratified by the CoC members with 75.39% voting shares-

- a) Two representatives of the Committee of Creditors
- b) Two representatives of the Successful Resolution Applicant
- c) The Resolution Professional, Mr. Devendra Umrao, who shall act as the Chairperson of the Monitoring Committee.

46. That in connection to the discussion in the previous para, the extract from the 14th CoC meeting of the said approved resolution is as follows-

"RESOLUTION:

To consider and, if thought fit, to pass with or without modification the following resolution:

RESOLVED THAT, in accordance with Regulation 38(4) of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, the Committee of Creditors (CoC) hereby approves the constitution of a Monitoring Committee for supervising and monitoring the implementation of the resolution plan, upon its approval by the Hon'ble Adjudicating Authority.

RESOLVED FURTHER THAT the Monitoring Committee, as discussed above, shall comprise two (2) representatives of the members of the Committee of Creditors, two (2) representatives of the Successful



Resolution Applicant, and the Resolution Professional, Mr. Devendra Umrao, who shall act as the Chairperson of the Monitoring Committee, and that the Chairperson shall be entitled to receive remuneration equivalent to the fee drawn by him in his capacity as the Resolution Professional, in accordance with the applicable regulations, for the duration of the Monitoring Committee's functioning."

47. That it is submitted that, upon receipt of the updated/amended Resolution Plans as discussed above, the Applicant reconvened the Fourteenth (14th) CoC Meeting, which was originally held on 04.09.2025, subsequently adjourned, and finally concluded on 18.09.2025. During the meeting, the Applicant provided a brief summary of the revised Resolution Plans to the members of the CoC. The CoC discussed on the Resolution Plan to assess the feasibility and viability of the resolution plans and concurred its opinion that all the plan shall be placed for voting for necessary approval by the members of the CoC.
48. Accordingly, all three Resolution Plans received from the PRA- Observe Security Services Private Limited (in consortium with Renovo Assets), Shaneshwara Properties Pvt. Ltd, Facelift Facility and Security Services were put for voting by the Applicant.
49. That the Resolution Plans submitted by Resolution Applicants were placed before the CoC in the 14th CoC meeting for voting wherein it was mentioned by the applicant that signed copies of the Ballot Paper must be submitted by email to cirp.threecfacility@gmail.com, not later than 07:00 P.M. on Monday, 22 September 2025.
50. That the CoC approved the resolution with 75.39% votes in favour, thereby approving the Resolution Plan submitted by Shaneshwara Properties Pvt. Ltd and accordingly the following resolution was passed through postal ballot-



"ITEM NO. C3

TO APPROVE THE RESOLUTION PLAN SUBMITTED BY SHANESHWARA PROPERTIES PRIVATE LIMITED

Based on the discussion to be held in Agenda Item No. A4, the Resolution Professional will place the compliant resolution plan for voting and accordingly below agenda may be placed before the members of the CoC for their consideration and approval.

DRAFT RESOLUTION:

To consider and to pass, with or without modification(s), the following resolution:

"RESOLVED THAT the Resolution Plan along submitted by Shaneshwara Properties Private Limited, Company, which confirms to the conditions referred in Section 30(2) of the Insolvency and Bankruptcy Code, 2016, be and is hereby approved by the Committee of Creditors.

RESOLVED FURTHER THAT the Resolution Professional be and is hereby authorized to submit the Resolution Plan approved by the members of the committee before the Adjudicating Authority as required under section 30(6) of the Insolvency and Bankruptcy Code, 2016 read with Regulation 39(4) of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016.

RESOLVED FURTHER THAT the consent of the Committee of Creditors be and is hereby accorded for the payment of the fee of the Resolution Professional, expenses incurred by the Resolution Professional as CIRP cost during the CIRP period and the cost of legal counsel for preparing and filing the Application for Approval of Resolution Plan or any other matter, till the date of order of Hon'ble Adjudicating Authority approving the resolution plan or liquidation of the Corporate Debtor, as the case may be."

Copy of minutes of 14th CoC meeting convened on 04.09.2025 along with the signed postal ballots are annexed herewith and marked as **ANNEXURE A – 23 (COLLY)**.

2. The application also contains the brief contours qua the approval of the Resolution Plan, the same are described in paras 51 to 68 of the application, which read thus:-



	creditors belonging to any class of creditors}	
3.	Proposal for payment to Operational Creditors (Other than Workmen and Employees and Government Dues)	Rs 13,12,000 As per the Claim list uploaded on IBBI portal / Information Memorandum, total claims filed by Operational Creditors (excluding employees and Workmen and Government dues) aggregate to. Rs 8,01,32,004/- (Rupees Eight Crore One Lakh Thirty Two Thousand Four only) out of which claims aggregating to Rs 4,78,01,579/- (Rupees Four crore Seventy-Eight Lakh One Thousand Five Hundred Seventy-Nine Only) have been verified and admitted for the purposes of CIRP by the Resolution Professional. RA States that Operational Creditors will be paid in priority over the financial creditors within 86 days.
4.	Proposal for payment to Operational Creditors (Statutory Dues)	As per the Information Memorandum, there were no claims filed by Operational Creditors (Statutory. liabilities and Government dues) therefore, NIL payment has been proposed under the Resolution Plan towards payment of statutory liabilities including but not limited to any





		outstanding government dues, Taxes, provident fund and other liabilities of the Company and no source has been identified for such payment under this Resolution Plan.
5.	Proposal for payment to Dissenting Financial Creditors	SRA has proposed that as per Regulation 38(1)(b) of the CIRP Regulation, the Financial Creditors, who have a right to vote under sub-section (2) of section 21 of the Code and did not vote in favour of the resolution plan, shall be paid in priority over financial creditors who voted in favour of the plan. In the event, some of the Financial Creditors out of CoC are dissenting to the proposed Resolution Plan, such financial creditors shall be paid an amount shall not be less than the amount to be paid to such creditors in accordance with sub-section (1) of Section 53 of the Code in the event of a liquidation of the corporate debtor.
6.	Working Capital proposed under the Resolution Plan	NIL
7.	Contingent Liability	Rs 3,00,000 The said amount has been proposed by the SRA for Contingencies i.e. for





		unforeseen expenditure/ statutory dues etc. Contingent liabilities, crystalized in past or crystallizing in future in respect of the liabilities incurred till the Effective Date, shall be extinguished and written off the balance sheet.
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The Resolution Plan proposes an amount of Rs. 36,08,401/-.

iii. Requirements of Section 30(2) of the Code are as under: -

Provisions under Section 30(2) of the Code	Compliance under Resolution Plan
<i>(a) provides for the payment of insolvency resolution process costs in a manner specified by the Board in priority to the repayment of other debts of the Corporate Debtor;</i>	YES, provided under Clause A(i)&(ii) at page 27 & Clause A at page 34 of the revised Resolution plan.
<i>(b) provides for the payment of debts of operational creditors in such manner as may be specified by the Board which shall not be less than:</i>	YES <i>a. Payment to Operational Creditors (Excluding Workmen, Employee and Statutory Dues)</i> As provided under Clause (D) at Page No. 36 of the Revised Resolution Plan.





(i) the amount to be paid to such creditors in the event of a liquidation of the corporate debtor under section 53; or	The Resolution Applicant has proposed to pay Rs. 13.12 lakh in priority above all the debts of Corporate Debtor if the claim admitted by the Resolution Professional before approval of the Resolution Plan against the claim admitted of Rs. 4,78,01,579.00/-.
(ii) the amount that would have been paid to such creditors, if the amount to be distributed under the resolution plan had been distributed in accordance with the order of priority in sub-section (1) of section 53, whichever is higher and provides for the payment of debts of financial creditors, who do not vote in favour of the resolution plan, in such manner as	b. Payment to Operational Creditors (Statutory Dues) As provided under Clause C(I)(a) at Page No. 34 of the Revised Resolution Plan. As per the Information Memorandum, there were no claims filed by Operational Creditors (Statutory. liabilities and Government dues) therefore, NIL payment has been proposed under the Resolution Plan towards payment of statutory liabilities including but not limited to any outstanding government dues, Taxes, provident fund and other liabilities of the Company and no source has been identified for such payment under this Resolution Plan. Payment to Dissenting Financial Creditor: As provided in Revised Resolution Plan at page no 28 Clause C. As per Regulation 38(1)(b) of the CIRP Regulation, the Financial Creditors, who have a right to vote under sub-section (2) of





<i>may be specified by the Board, which shall not be less than the amount to be paid to such creditors in accordance with sub-section (1) of section 53 in the event of a liquidation of the corporate debtor.</i> <i>Explanation 1. — For removal of doubts, it is hereby clarified that a distribution in accordance with the provisions of this clause shall be fair and equitable to such creditors.</i> <i>Explanation 2. — For the purpose of this clause, it is hereby declared that on and from the date of commencement of the Insolvency and Bankruptcy Code (Amendment) Act, 2019, the</i>	section 21 of the Code and did not vote in favour of the resolution plan, shall be paid in priority over financial creditors who voted in favour of the plan. In the event, some of the Financial Creditors out of CoC are dissenting to the proposed Resolution Plan, such financial creditors shall be paid an amount shall not be less than the amount to be paid to such creditors in accordance with sub-section (1) of Section 53 of the Code in the event of a liquidation of the corporate debtor.
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provisions of this
clause shall also
apply to the
corporate
insolvency
resolution process
of a corporate
debtor-

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

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





<i>where a legal proceeding has been initiated in any court against the decision of the Adjudicating Authority in respect of a resolution plan;</i>	
<i>(c) provides for the management of the affairs of the Corporate Debtor after approval of the resolution plan;</i>	Yes, provided in clarification to the Resolution Plan. SRA has mentioned that the clause included in our revised Resolution Plan relating to the constitution and powers of the Monitoring Committee shall be treated as withdrawn and of no effect. Any wording in the plan that may suggest authority resting with the Resolution Applicant in this regard stands deleted. The Monitoring Committee, if constituted, shall be formed strictly in compliance with Regulation 38(4) of the CIRP Regulations and solely at the discretion of the CoC.
<i>(d) the implementation and supervision of the resolution plan;</i>	Yes, provided in Chapter B at Page No. 40-43 of the Revised Resolution Plan.
<i>(e) does not contravene any of the provisions of the law for the time being in force;</i>	YES, Clause G at page 31 of the Revised Resolution plan.



[Handwritten signature]



(f) Conforms to such other requirements as may be specified by the Board.	Resolution Applicant confirm that the Resolution Plan is prepared under the provision of Code and CIRP Regulation and complied all the requirements as specified under the Code and CIRP Regulations as per section 30(2)(f) of the Code. (at page 32 of the revised resolution plan).
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iv. Term of Resolution Plan & its Implementation Schedule-

Activity	Timeline
Receipt of Letter of Intent from the CoC	Y
Issuance of Performance Bank Guarantee (as per the terms of RFRP).	Y+1
Receipt of certified copy of Approval from Adjudicating Authority.	X
Appointment of Interim Board and Management Committee	X+1
Payment in the CD Account	X+86
Payment for CIRP Cost X+86.	
Payment to Operational Creditors	
Capital Reduction	
Contingencies	
Infusion of Equity (allotment of equity Shares)	
Extinguishment of the Claim of the ICICI and execution of the assignment agreement.	





ICICI to release Encumbrances (including making filings with ROC/ sub- registrar of assurances and other governmental agencies for recording such release).	Within 5 (Five) days of execution of the assignment agreement.
Necessary Statutory approvals	Within 12 months from X (In accordance with Sec 31(4) of the Code.)

** Subject to necessary approval; In case any approval is delayed, the timelines would be accordingly delayed. The aforementioned timeline is indicative and a delay on account of regulatory reasons shall not be considered to be a contravention of this Resolution Plan, if all the steps are not completed in accordance with this Plan or that the Closing Date could not be achieved.*

- v. That SRA has proposed that it shall pursue the PUFÉ applications and any recoveries made pursuant to the said Applications, at any time in future (whether prior to or after the approval of the Resolution Plan), shall be shared between the Successful Resolution Applicant and the Committee of Creditors in equal proportion (i.e. 50-50) after adjusting the costs, taxes, and expenses incurred for such recovery including from the related parties of the Corporate Debtor. The Resolution Applicant understands that the Corporate Debtor might have acquired or may own certain assets, such as flats or other properties, which could potentially be realized in the future. Upon approval of the Resolution Plan, the Resolution Applicant shall take appropriate steps for realization/sale of assets of the Corporate Debtor. Any proceeds recovered from such realization, net of applicable costs and expenses, shall be shared equally (50-50) between the Resolution Applicant and the Committee of Creditors.



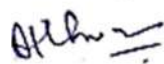


Copy of the Revised Resolution Plan dated 11.09.2025 submitted by *Shaneshwara Properties Private Limited* duly approved by the CoC in the 14th CoC meeting is annexed herewith and marked as ANNEXURE A-24.

52. That pursuant to approval of the Resolution Plan by the CoC, the Applicant, by an email dated 24.09.2025, issued a Letter of Intent dated 23.09.2025 to the Successful Resolution Applicant and was requested to convey his unconditional acceptance thereto. The SRA was required to pay Rs. 1,80,500/- (Rupees One Lakh Eighty Thousand Five Hundred only), being approximately 5% of the total plan value of Rs. 36,08,401/-, within seven (07) days from the date of issuance of Letter of Intent in a following manner-
- a) A Lien Marked Deposit ("LMD");
 - b) A Performance Bank Guarantee issued by any scheduled commercial bank in India ("PBG");
 - c) A Demand Draft issued by any scheduled commercial bank in India ("DD");
 - or
 - d) A Cheque to be issued in the name of "THREE C FACILITY MANAGEMENT PRIVATE LIMITED IN CIRP.

Copy of the email dated 24.09.2025 is annexed herewith and marked as ANNEXURE A-25.

53. On the same day, i.e., 24.09.2025, the Successful Resolution Applicant, by way of an email, conveyed its unconditional acceptance of the Letter of Intent dated 23.09.2025. The SRA further apprised the Applicant that the total sum of ₹1,80,500/-, as demanded, had been duly paid in the following manner:

- i. The refundable Earnest Money Deposit (EMD) of ₹55,000/-, deposited  with the Applicant (comprising ₹5,000/- deposited at the time of



submission of the Expression of Interest and ₹50,000/- deposited at the time of submission of the Resolution Plan); and

- ii. The balance amount of ₹1,25,500/-, has been remitted via RTGS into the bank account of the Corporate Debtor, in accordance with the particulars furnished in the Letter of Intent.

Copy of the Email dated 24.09.2025 along with Letter of Intent dated 23.09.2025, duly signed and unconditionally accepted by the Successful Resolution Applicant, are annexed herewith and marked as ANNEXURE A-26 (COLLY). Copy of payment receipts showing the remittance of the balance payable amount of ₹1,25,500/- is annexed herewith and marked as ANNEXURE A-27.

54. That in terms of Regulation 39(4) of the CIRP Regulations, the Applicant is required to submit a compliance certificate in prescribed format, i.e., Form-H stating that the Resolution Plan is compliant of the provisions of the Code. The Form-H duly signed by the Applicant, being the compliance certificate is annexed herewith and marked as ANNEXURE A-28.

55. That Section 32A has been brought into the Code by way of an amendment which provide as under: -

"32A. (1) Notwithstanding anything to the contrary contained in this Code or any other law for the time being in force, the liability of a corporate debtor for an offence committed prior to the commencement of the corporate insolvency resolution process shall cease, and the corporate debtor shall not be prosecuted for such an offence from the date the resolution plan has been approved by the Adjudicating Authority under section 31, if the resolution plan results in the change in the management or control of the corporate debtor to a person who was not-

(a) a promoter or in the management or control of the corporate debtor or a related party of such a person; or

(b) a person with regard to whom the relevant investigating authority has, on the basis of material in its possession, reason to believe that he had abetted or conspired for the commission of the offence, and has submitted or filed a report or a complaint to the relevant statutory authority or Court: Provided that if a prosecution had been instituted during the corporate insolvency resolution process against such corporate debtor, it shall stand discharged from the date of approval of the resolution plan subject to requirements of this

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sub-section having fulfilled: Provided further that every person who was a "designated partner" as defined in clause (j) of section 2 of the Limited Liability Partnership Act, 2008 or an "officer who is in default", as defined in clause (60) of section 2 of the Companies Act, 2013, or was in any manner in-charge of, or responsible to the corporate debtor for the conduct of its business or associated with the corporate debtor in any manner and who was directly or indirectly involved in the commission of such offence as per the report submitted or complaint filed by the investigating authority, shall continue to be liable to be prosecuted and punished for such an offence committed by the corporate debtor notwithstanding that the corporate debtor's liability has ceased under this sub-section.

(2) No action shall be taken against the property of the corporate debtor in relation to an offence committed prior to the commencement of the corporate insolvency resolution process of the corporate debtor, where such property is covered under a resolution plan approved by the Adjudicating Authority under section 31, which results in the change in control of the corporate debtor to a person, or sale of liquidation assets under the provisions of Chapter III of Part II of this Code to a person, who was not –

(i) a promoter or in the management or control of the corporate debtor or a related party of such a person; or (ii) a person with regard to whom the relevant investigating authority has, on the basis of material in its possession, reason to believe that he had abetted or conspired for the commission of the offence, and has submitted or filed a report or a complaint to the relevant statutory authority or Court.

Explanation.- For the purposes of this sub-section, it is hereby clarified that,-

(i) an action against the property of the corporate debtor in relation to an offence shall include the attachment, seizure, retention or confiscation of such property under such law as may be applicable to the corporate debtor;

(ii) nothing in this sub-section shall be construed to bar an action against the property of any person, other than the corporate debtor or a person who has acquired such property through corporate insolvency resolution process or liquidation process under this Code and fulfils the requirements specified in this section, against whom such an action may be taken under such law as may be applicable.

(3) Subject to the provisions contained in sub-sections (1) and (2), and notwithstanding the immunity given in this section, the corporate debtor and any person, who may be required to provide assistance under such law as may be applicable to such corporate debtor or person, shall extend all assistance and co-operation to any authority investigating an offence committed prior to the commencement of the corporate insolvency resolution process.] authority or Court.

(2) Subject to the provisions contained in sub-sections (1) and (2), and notwithstanding the immunity given in this section, the corporate debtor and any person, who may be required to provide assistance under such law as may be applicable to such corporate debtor or person, shall extend all assistance and co-operation to any authority investigating an offence committed prior to the commencement of the corporate insolvency resolution process.





56. As in the Resolution Plan which has been submitted by Successful Resolution Applicant there is change in management and control of the Corporate Debtor and such change satisfies conditions stipulated under Section 32A of the Code, therefore the benefit of immunity under Section 32A of the Code will be applicable to the Successful Resolution Applicant.
57. That the Successful Resolution Applicant has submitted an undertaking stating that the Resolution Applicant is eligible under Section 29A of the Code. Copy of undertaking submitted by the Successful Resolution Applicant under Section 29A of the Code and Regulation 39(1) of the CIRP Regulations, 2016 is annexed and marked as ANNEXURE A-29.
58. It is submitted that the Applicant herein filed Application bearing I.A. No. 63 of 2025 under Section 31(1) of the Code seeking approval of the Resolution Plan, wherein this Hon'ble Adjudicating Authority *vide* Order dated 07.10.2025 was pleased to issue notice in Application bearing I.A. No. 63 of 2025. Copy of I.A. No. 63 of 2025 (without annexures) is annexed herewith and marked as ANNEXURE A – 30.
59. That this Hon'ble Adjudicating Authority *vide* Order dated 01.12.2025 was pleased to reserve orders in Application bearing I.A. No. 63 of 2025. Copy of Order dated 01.12.2025 passed by this Hon'ble Adjudicating Authority is annexed herewith and marked as ANNEXURE A – 31.
60. Pursuant to the above, this Hon'ble Adjudicating Authority was pleased to list the Application bearing I.A. No. 63 of 2025 for clarification on 15.12.2025, wherein this Hon'ble Adjudicating Authority was pleased to direct the Applicant herein to place valuation reports on record and disclose the identity of the registered valuers and listed the Application bearing I.A. No. 63 of 2025 on 12.01.2026. Copy of





Order dated 15.12.2025 passed by this Hon'ble Adjudicating Authority is annexed herewith and marked as ANNEXURE A – 32.

61. That the Applicant on 12.01.2026 apprised this Hon'ble Adjudicating Authority that the Applicant herein has filed an Additional Affidavit in compliance with Order dated 15.12.2025 and same has to be placed on record. In view of the same this Hon'ble Adjudicating Authority has granted the liberty to take steps to bring the Additional Affidavit on record. Copy of Order dated 12.01.2026 passed by this Hon'ble Adjudicating Authority is annexed herewith and marked as ANNEXURE A – 33.

62. Thereafter, the Application bearing I.A. No. 63 of 2025 was listed on 19.02.2026 before this Hon'ble Adjudicating Authority, wherein the counsel for Applicant herein apprised this Hon'ble Adjudicating Authority that the Form-H filed with the said Application has been filed with an inadvertent error and further sought liberty to file revised Form-H. In view of the same, this Hon'ble Adjudicating Authority was of the view that the Application bearing I.A. No. 63 of 2025 was filed with errors as the same was filed without Valuation Reports and correct Form-H. Thereupon, I.A. No. 63 of 2025 was dismissed as withdrawn with liberty to file fresh. That this Hon'ble Adjudicating Authority vide Order dated 19.02.2026 held as reproduced hereinunder:

As prayed by Mr. Abhishek Anand, Ld. Counsel for the applicant, the IA is dismissed as withdrawn with the liberty to file a fresh approval of the resolution plan. The period during which the present IA remain pending before this Tribunal is excluded from the period of CIRP.

(Emphasis Supplied)



Copy of Order dated 19.02.2026 passed by this Hon'ble Adjudicating Authority is annexed herewith and marked as ANNEXURE A – 34.



63. It is submitted that the Applicant herein convened 16th CoC meeting on 31.03.2026, wherein the same was rescheduled upon request by CoC members for 01.04.2026. It is submitted that on 01.04.2026, the members of the CoC were apprised of the developments pertaining to the Application for approval of the Resolution Plan and the requirement of filing a fresh Application in terms of the directions issued by this Hon'ble Adjudicating Authority. The members of the CoC were further informed that although this Hon'ble Adjudicating Authority had excluded the period from 27.09.2025 to 19.02.2026 from the CIRP timeline, additional time would be required for filing and adjudication of the fresh application for approval of the Resolution Plan. Accordingly, after due deliberations, the present members of the CoC approved, with requisite majority comprising of 73.32%, the resolution for extension of the CIRP period by a further period of 90 days w.e.f. 20.02.2026, in order to enable completion of the CIRP and compliance with the directions passed by this Hon'ble Adjudicating Authority. Copy of minutes of 16th CoC meeting convened on 01.04.2026 along with voting sheets are annexed herewith and marked as ANNEXURE A – 35 (COLLY).

64. In view of the above resolution passed the Applicant has filed the Application on 19.05.2026 bearing e-filing filing no. 0710102040692026 under Section 12 (2) and Section 60 (5) of the Code read with Regulation 40 of the CIRP Regulations for seeking an extension of 90 (ninety) days as approved by the members of CoC during the 16th CoC Meeting convened on 01.04.2026 approved with 73.32% votes in favour.

65. It is submitted that the Applicant herein appointed Dr. Sharavan Kumar Vishnoi and Mr. Gyaneshwar Sahai as registered valuers qua the Corporate Debtor for the purpose of determining the fair and liquidation value of the Corporate Debtor in terms of Regulation 35 of the CIRP Regulations. That the valuers submitted the valuations reports with the Applicant herein, wherein the valuation of the assets of the Corporate Debtor herein was given as "NIL" by the registered valuers.





66. It is submitted that the reason for the NIL valuation is that the last available audited financial statements of the Corporate Debtor pertaining to the Financial Year 2016-17, which is nearly seven years prior to the CIRP date. That no audited financial statements for the subsequent period up to the CIRP of the Corporate Debtor were available with the Applicant herein.
67. It is pertinent to mention that since the assets were in the nature of Securities and Financial Assets, and the trade receivables and loans & advances as reflecting in the balance sheet are significantly old and have remained outstanding for more than 3 years. Further, the Corporate Debtor has not been operational for a considerable period of time and has no employees; no office and no existing client/s. In view of the age of these receivables and the non-operational status of the Corporate Debtor, the likelihood of recovery from such assets was considered to be negligible, and accordingly the valuers assessed the realizable value of such assets as "NIL". It is submitted that the determination of NIL value in the valuation reports is purely based on the professional assessment of the registered valuers considering old outstandings, limited information available and the non-operational status of the Corporate Debtor. Copy of Valuation Reports submitted by the IBBI Registered Valuers are annexed herewith and marked as ANNEXURE A - 36 (COLLY).
68. That Section 30(6) of the Code mandates the Applicant as a Resolution Professional to submit the Resolution Plan as approved by the CoC to the Hon'ble Adjudicating Authority for approval under Section 31(1) of the Code. Accordingly, as the Resolution Plan submitted by the Successful Resolution Applicant- Shaneshwara Properties Private Limited has been approved by the members of CoC by 75.39% voting share which is more than the requisite voting share required, i.e., 66%, the Applicant is filing the present application for approval of the resolution plan before this Hon'ble Adjudicating Authority.





3. Mr. Abhishek Anand, Ld. Counsel for the applicant could take us through the Resolution Plan. We see from the Resolution Plan that the provisions contained therein regarding the payment of CIRP costs. The relevant excerpt of the Resolution Plan reads thus:-

SECTION VI
FINANCIAL PROPOSAL

A. Payment of CIRP Cost (to the extent unpaid)

The CIRP Costs (to the extent unpaid) shall be paid in priority to any other creditors of the Corporate Debtor. As per the information provided in Information Memorandum and Data Room, the actual CIRP Cost is Rs. 19,96,401/- which may have increased during the course of CIRP Period. The Resolution Applicant proposes to pay the actual CIRP Cost within 86 (Eighty Six) days from the Effective Date in full in priority to any other Creditors.

4. Mr. Abhishek Anand, Ld. Counsel for the applicant (RP) submitted that there is no Dissenting Creditor qua the resolution process. Our attention is drawn to Clause-D of the Resolution Plan, which contains provisions regarding the treatment of the claims of various stakeholders as well as the CIRP Costs. The particular clause of the Resolution Plan reads thus:-

D. Statements Showing Interest of all Stakeholders

The below statements show interests of all stakeholders including Financial Creditors and Operational Creditors of the Corporate Debtor as required under Regulation 38(1A) of the CIRP Regulation. The Financial Proposal is detailed under Chapter VI.

Summary of Revised Payment Terms Under the Proposed Plan

Sr. No.	Category of Creditor	Amount of Claim	Claim Admitted	Amount provided in the Plan	% of claim Term Admitted	Payment
1	Insolvency Resolution Process Cost			19,96,401 (or on actual basis)	100%	The actual CIRP cost will be paid within 86 days from Effective Date
2	Operational Creditor (Other than Workmen and Employees)	8,01,32,004	4,78,01,579	13,12,000	2.74%	Operational Creditors will be paid as priority over the Financial Creditor with in 86 days.
	Total – A (1+2)	8,01,32,004	4,78,01,579	33,08,401		



3	Contingent Liabilities	NIL	NIL	3,00,000*	NIL	Contingent liabilities, crystalized in past or crystallizing in future in respect of the liabilities incurred till the Effective Date, shall be extinguished and written off the balance sheet.
	Total B	NIL	NIL	3,00,000		
	Total NPV paid (A+B)	8,01,32004	4,78,01,579	36,11,000		

*There is no information regarding the claims amounting to ₹3,23,30,425/- that are shown as 'under verification' in the claim list uploaded on the IBBI portal on 6th feb 2025. Hence we proposed NIL amount for the Under-verification claims.

*Rs. 3,00,000 is to be proposed by the RA for Contingencies i.e for unforeseen expenditure/ statutory dues etc.

Time mentioned hereinabove are from Effective Date i.e. from the date of receipt of the certified copy of the order approving Resolution Plan by Adjudicating Authority.

5. The Resolution Plan also provides for the constitution of a Monitoring Committee to ensure compliance with the provisions of Section 30(2) (c) read with Section 30(2) (d) of the Insolvency and Bankruptcy Code, 2016. The relevant excerpt of the plan reads thus:-

E. Management of the Company by Resolution Applicant

I) Management and control of the Company post approval of the Resolution Plan by the Adjudicating Authority

- Immediately upon receipt of the certified copy of the order approving the Resolution Plan ("Order"), Monitoring Committee shall be appointed. Monitoring Committee shall be composed of 2 (Two) members of the Resolution Applicant (to be identified by the Resolution Applicant) and 2 (Two) representatives of the Admitted claimant and the Resolution Professional or any independent Resolution Professional, the fee payable to RP/ IP to be decided by the committee
- The Monitoring Committee shall convene the first meeting of Monitoring Committee within 48 hours of such Effective Date. The Monitoring Committee shall take decisions based on the majority consent of the members of the



Monitoring Committee. However, any decision taken by the Monitoring Committee shall require affirmative vote from at least one representative of the Resolution Applicant.

- c) During the Interim Period, the Company will be monitored by the Monitoring Committee in carrying out the implementation of the Resolution Plan.
- d) In the first meeting of Monitoring Committee, an independent company secretary ("Company Secretary" or "CS") shall be appointed.
- e) The Monitoring Committee shall carry on its duty under the Applicable Laws.
- f) The Resolution Applicant reserve the right to change their nominees to the aforesaid Monitoring Committee, if required for better and effective management of the assets.
- g) All fees payable to the Chairman of the Monitoring Committee shall be paid from the internal accruals of the Company. No fees shall be payable to the nominees of the Resolution Applicant or to the nominees of Admitted claimant.
- h) The Monitoring Committee shall stand dissolved on the Closing Date or the date on which all the Project Clearances are received, whichever occurring later, and thereafter the reconstituted Board shall be responsible for the day to day operation of the Company after the Closing Date.

6. We could also see from the plan that it contains the provisions regarding the term of the Resolution Plan and implementation schedule in terms of Regulation 38(2)(a) of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, as well as the implementation provisions. The relevant excerpt thereof reads thus:-

C. Indicative Timeline

The indicative implementation schedule for this Resolution Plan is set-out below: to be discuss with bidder

Activity	Days
Receipt of Letter of Intent from the CoC	Y
Issuance of Performance Bank Guarantee (as per the terms of RFRP)	Y + 1
Receipt of certified copy of Approval from Adjudicating Authority	X
Appointment of Interim Board and Management Committee	X+1
Payment in the CD Account	X+86
Payment for CIRP Cost	
Payment to Operational Creditors	
Capital Reduction	
Contingencies	
Infusion of Equity (allotment of equity Shares)	
Extinguishment of the Claim of the ICICI and execution of the assignment agreement	



ICICI to release Encumbrances (including making filings with ROC/ sub-registrar of assurances and other governmental agencies for recording such release),	Within 5 (Five) days of execution of the assignment agreement.
Necessary statutory approvals	Within 12 months from X (In accordance with Sec 31(4) of the Code

* Subject to necessary approval; In case any approval is delayed, the timelines would be accordingly delayed. The aforementioned timeline is indicative and a delay on account of regulatory reasons shall not be considered to be a contravention of this Resolution Plan, if all the steps are not completed in accordance with this Plan or that the Closing Date could not be achieved.

7. The plan also contains a clause in the Resolution plan that indicates provisions regarding funding and sources of funds to be available for the implementation of the Resolution plan. The provisions in this regard read thus:-

D. Source of Fund

The entire contribution from the Resolution Applicant shall be funded from borrowings to be undertaken by the Corporate Debtor in form debt or equity in the books of the Company or equity linked instruments or debt instruments at the terms and conditions to be decided by the Resolution Applicant. If any existing receivable recovered mentioned in IM shall be use in working capital of Company and some amount is to be use for repayment of OC in the ratio of payment mentioned in SECTION IV Summary of Payment terms

The Resolution Applicant, for the purpose of implementation of the Plan,. It is clarified that the approval of the Resolution Plan shall be deemed to be an approval for all the above actions and no separate consents and approvals are required from the Monitoring Committee.

8. Although the SRA has sought relief and concession, it has also asserted via Clause I of the plan that it will be implemented irrespective of whether any relief and concession are granted. The relevant excerpt of the Resolution Plan in this regard reads thus:-

I. Concessions, Reliefs and Dispensation Sought

The Resolution Applicant requests for the reliefs, concessions and dispensations set out in Annexure IV to be included in the Adjudicating Authority order approving the Resolution Plan. The Resolution Applicant clarifies that in the event the aforesaid reliefs, concessions and dispensations are not granted, the same will not have a bearing on the successful implementation of the Resolution Plan.



9. The RP has enclosed with the plan application an affidavit given by the SRA in terms of the provisions of Section 29A of the IBC, 2016. The relevant excerpt of the affidavit reads thus:-

ANNEXURE- F

**DECLARATION AND UNDERTAKING UNDER SECTION 29A OF IBC and
REGULATION 36A(7) OF CIRP REGULATIONS, 2016**

(To be notarized on stamp paper)

Date: 03/07/2025

To

DEVENDRA UMRAO

Resolution Professional

In the Matter of Three C Facility Management Private Limited

IBBI Registration No - IBBI/IPA-003/IP-N00223/2019-20/12640

Correspondence Address – 2216, Second Floor, Tower A, The Corenthum, Sector 62,

Noida 201301

**Sub: Disclosure and undertaking of eligibility under section 29A of the
Insolvency and Bankruptcy Code, 2016 and declaration for submitting
Expression of Interest/Resolution Plan pursuant to Regulation 36A (7)
of CIRP Regulations, 2016**

Dear Sir,

I, Shashi Bhushan Sharma, son of / daughter of Dina Nath aged 64 resident of
14A/641, Sector-14A, Vasundhara Ghaziabad, Uttar Pradesh-201012 the
Deponent, do hereby solemnly affirm, states and declare as under:

**A. I Shashi Bhushan Sharma hereby submit this declaration for Shaneshwara
Properties Private Limited under Section 29A of the Insolvency and Bankruptcy
Code, 2016 ("Code") as inserted by the Insolvency and Bankruptcy Code
(Amendment) Act, 2018:**



- B. That I am fully conversant with the facts and circumstances of the matter and am also duly empowered and competent to swear and affirm this affidavit.
- C. That we meet the criteria specified by the committee under clause (h) of sub-section (2) of section 25 of the Insolvency and Bankruptcy Code, 2016;
- D. That we do not suffer from any ineligibility under section 29A of the Insolvency and Bankruptcy Code, 2016 to the extent applicable;
- E. That I have understood the provisions of section 29A of the Code as inserted by the Insolvency and Bankruptcy Code (Amendment) Ordinance, 2017. I confirm that neither M/s Shaneshwara Properties Pvt Ltd nor any person acting jointly NA or any person who is a promoter or in the management or control of M/s Shaneshwara Properties Pvt Ltd or any person acting jointly with M/s Shaneshwara Properties Pvt Ltd:
- a. is an undischarged insolvent;
 - b. is a willful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 (10 of 1949);
 - c. at the time of submission of the resolution plan has an account, or an account of a corporate debtor under the management or control of such person or of whom such person is a promoter, classified as non-performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 (10 of 1949) or the guidelines of a financial sector regulator issued under any other law for the time being in force, and at least a period of one year has lapsed from the date of such classification till the date of commencement of the corporate insolvency resolution process of the corporate debtor:





d. has been convicted for any offence punishable with imprisonment

(i) for two years or more under any Act specified under the Twelfth Schedule; or

(ii) for seven years or more under any law for the time being in force:

e. is disqualified to act as a director under the Companies Act, 2013 (18 of 2013):

f. is prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities markets;

g. has been and/or is a promoter or in the management or control of a corporate debtor in which a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction has taken place and in respect of which an order has been made by the Adjudicating Authority under this Code;

h. has executed a guarantee in favour of a creditor in respect of a corporate debtor against which an application for insolvency resolution made by such creditor has been admitted under this Code and such guarantee has been invoked by the creditor and remains unpaid in full or part

i. is subject to any disability, corresponding to clauses (a) to (h), under any law in a jurisdiction outside India; or

j. has a connected person not eligible under clauses (a) to (i)

F. I therefore, confirm that Shaneshwara Properties Private Limited is eligible under Section 29A of the Insolvency and Bankruptcy Code, 2016 ("code") as inserted by the insolvency and bankruptcy code (amendment) act, 2018 to submit a resolution plan for Three C Facility Management Private Limited.

G. I undertake on behalf of Shaneshwara Properties Private Limited that ~~during the Resolution Process~~, no person who would be considered as

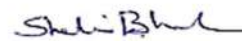


Connected Person and is not eligible to submit resolution plan under section 29A of Insolvency and Bankruptcy Code, 2016 and the regulation 38 of IBBI (Insolvency Resolution Process of Corporate Persons) regulations, 2016 shall be engaged in the management and control of corporate debtor.

- H. I declare and undertake that in case M/s Shaneshwara Properties Pvt Ltd or any person acting jointly or in concert with the applicant, becomes ineligible at any stage during the Corporate Insolvency Resolution Process, it would intimate the RP forthwith on becoming ineligible.
- I. I also undertake that in case M/s Shaneshwara Properties Pvt Ltd becomes ineligible at any time after submission of the EMD/Further deposit, then the EMD/Further deposit would be forfeited and the same would be deposited in the account of Three C Facility Management Private Limited.
- J. That I confirm that every information and records provided in expression of interest is true and correct and discovery of any false information or record at any time will render the M/s Shaneshwara Properties Pvt Ltd ineligible to submit resolution plan and any sum of money deposited by way of EMD or further deposit will be forfeited, and attract penal action under the Insolvency and Bankruptcy Code, 2016.
- K. I also further undertake that the offer and/or resolution plan will remain binding unless rejected by the COC and/or Resolution Plan.
- L. That I am duly authorized to submit this declaration by virtue of [state where the authority is drawn from]

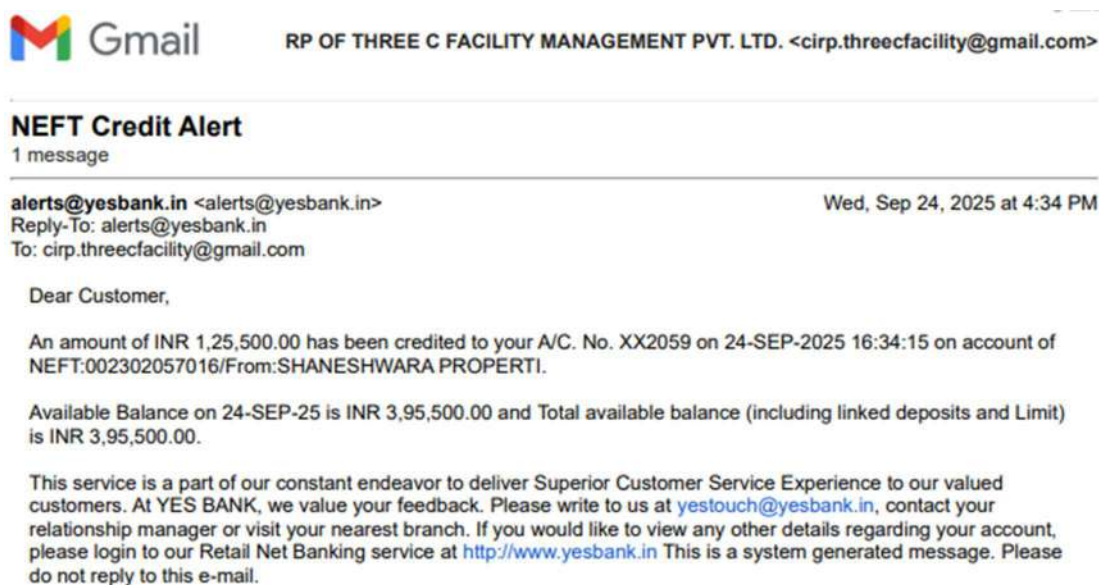
VERIFICATION

I, the deponent above, do hereby solemnly declare and affirm that the above statement given by me is true and correct to the best of my knowledge and belief and nothing stated above is false or misrepresentation or misleading and no material facts have been concealed therefrom.


(DEPONENT)



10. The RP has enclosed with the plan a copy of Bank-Communication (e-mail) to state that the position of the SRA with respect to Performance Guarantee. The details regarding the performance guarantee as given with the plan application read thus:-



11. The Successful Resolution Applicants (SRAs), in the Resolution Plan, have also addressed the cause of default, the viability and feasibility of the Resolution Plan, its effective implementation, and other requirements stipulated under Regulation 38(3) of the CIRP Regulations. It would be in the fitness of things to extract the relevant excerpt from the plan, which reads thus:-

I. Reason for the Present Position- Cause of Default

The company, Three C Facility Management Private Limited, was unable to manage its operations effectively and failed to pay for the services it had availed from BVG India Ltd. and others, which included facility management services. Over time, the company's financial condition deteriorated, and it could not clear the outstanding dues despite repeated reminders and notices. This continued non-payment and operational default reflected the company's poor financial health, leading BVG India Ltd. to initiate legal proceedings under Section 9 of the Insolvency and Bankruptcy Code, 2016.

After hearing both parties and considering the evidence, the Hon'ble National Company Law Tribunal (NCLT), New Delhi Bench-II, admitted the insolvency application on 08.08.2024. The Tribunal observed that there was a clear default in payment by the company, and since no genuine dispute or substantial defence was raised by the company, it was appropriate to admit the matter into CIRP to resolve the financial distress under the supervision of an Insolvency Professional



II. Business Plan and Turnaround Strategy

A The Company intends to revive and recommence its facility management operations; however, considering the present circumstances, the revenue from these services is expected to remain minimal in the initial period. This is largely due to the anticipated litigation expenses associated with 14 flats (11+3) and recovery proceeding, as indicated in the updated Information Memorandum received by the Resolution Applicant on 10th August 2025. Such legal proceedings are likely to impact cash flows and delay revenue generation in the early stages. Accordingly, it is proposed that, in addition to resuming facility management operations, rental income of ₹1 lakh per month from the said flats—whose current status remains uncertain—will commence within 12 months from the date of implementation of the Resolution Plan.

B Proposal for Operational creditors as per the Information Memorandum and the balance sheet annexed thereto, the net worth of the Company is completely eroded. Accordingly, the Liquidation Value of the Company is not sufficient to cover the debt of Financial Creditors of the Company in full. Therefore, the Liquidation Value available for Operational creditor is negative but as per the Information provided on updated Information Memorandum received by RA on 10th Aug 2025 there will be some liquidation value of the Flats Net of litigation cost mentioned in IM . based on this limited information related to flats (14 Nos) RA proposed Rs 12.11,000 to Operational creditors only. **Please refer Section V of proposed financial positions.**

C. Other creditors or stakeholders (including dues to employees other than workmen), government dues, taxes etc. and other creditors and stakeholders shall not be entitled to any payment, save and except to the extent provided under this Resolution Plan.

D. It is further proposed that, in order to maintain business relationships, the Resolution Applicant will explore and seek additional business opportunities with the existing Operational Creditors in near future once CD revived.

12. As can be seen from the annexure to the certificate given by the RP in the form of Form-H, the plan aligns with the provisions of Section 25(2)(h), 29A, 30, 31 and Regulations 38 & 39 of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016. The relevant excerpt of the annexure reads thus:-



Declarations with respect to compliances of provisions under Code and Regulations

I, Devendra Umrao, hereby certify that- -

- (i) the said Resolution Plan complies with all the provisions of the Insolvency and Bankruptcy Code 2016 (Code), the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 (CIRP Regulations) including the provisions and Regulations as per the table below:

Section of the Code/ Regulation No.	Requirement with respect to Resolution Plan	Compliance (Y/N)	Relevant clause of resolution plan
Section 25(2)(h)	The Resolution Applicant meets the criteria approved by the CoC having regard to the complexity and scale of operations of business of the CD	Yes	Yes
Section 29A	The Resolution Applicant is eligible to submit resolution plan as per final list of Resolution Professional or Order, if any, of the Adjudicating Authority	Yes	Yes
Section 30(1)	The Resolution Applicant has submitted an affidavit stating that it is eligible as per Code	Yes	Yes
Section 30(2)	The Resolution Plan-		
	(a)provides for the payment of insolvency resolution process costs	Yes	Clause A of Section IV
	(b)provides for the payment to the operational creditors	Yes	Clause B of Section IV
	(c)provides for payment to the financial creditors who did not vote in favour of the resolution plan	N.A.	Section IV Clause C
	(d)provides for the management of the affairs of the corporate debtor	Yes	Section VII, Clause E(III)
	(e)provides for the implementation and supervision of the resolution plan	Yes	Section VII, Clause E
Section 30(4)	The Resolution Plan		
	(a)is feasible and viable, according to the CoC	Yes	Yes
	(b)has been approved by the CoC with 66% voting share	Yes	Approved by the CoC by 75.39% voting rights
Section 31(1)	The Resolution Plan has provisions for its effective implementation plan,	Yes	Yes



	according to the CoC		
Regulation 38 (1)	The amount due to the operational creditors under the resolution plan has been given priority in payment over financial creditors	Yes	Section IV, Clause B
Regulation 38(1A)	The resolution plan includes a statement as to how it has dealt with the interests of all stakeholders	Yes	Section IV, Clause D
Regulation 38(1B)	Neither the Resolution Applicant nor any of its related parties has failed to implement or contributed to the failure of implementation of any resolution plan approved under the Code. If applicable, the Resolution Applicant has submitted a statement giving details of any such non-implementation.	Yes	Section IV, Clause H
Regulation 38(2)	The Resolution Plan provides:		
	(a) the term of the plan and its implementation schedule	Yes	Section VII, Clause A
	(b) for the management and control of the business of the corporate debtor during its term	Yes	Section VII, Clause E
	(c) adequate means for supervising its implementation	Yes	Section VII, Clause E(I)
Regulation 38(3)	The resolution plan demonstrates that –		
	(a) it addresses the cause of default	Yes	Section III, Clause I
	(b) it is feasible and viable	Yes	Section III(II) & Section V
	(c) it has provisions for its effective implementation	Yes	Section VII Clause B & E
	(d) it has provisions for approvals required and the timeline for the same	Yes	Annexure IV, Clause 3
	(e) the resolution applicant has the capability to implement the resolution plan	Yes	Section III, V & VII
Regulation 39(2)	Whether the RP has filed applications in respect of transactions observed, found or determined by him?	It is in process and will be filed shortly.	It is in process and will be filed shortly.
Regulation 39(4)	Provide details of performance security received, as referred to in sub-regulation (4A) of regulation 36B)	Yes	Performance Security amounting Rs.1,80,500/- being approx. 5% of total plan value has been received by the Resolution Professional and the same has been converted into the FD by the RP bearing FD





			Number 023640600019849 maintained with Yes Bank
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- (ii) the resolution plan does not contravene any of the provisions of the law for the time being in force.
- (iii) that the contents of this certificate are true and correct to the best of my knowledge and belief, and nothing material has been concealed therefrom.



Devendra Umrao

Resolution Professional

Three C Facility Management Private Limited, Corporate Debtor undergoing CIRP

Registered Address: 94 D, Pocket F, Mayur Vihar, Phase 2, New Delhi 110091

Registered email: devumraoibc@gmail.com

IBBI Rcg. No.: IBBI/IPA-003/IP-N00223/2019-2020/12640

AFA valid upto: 31.12.2026

Date: 12.05.2026

Place: New Delhi

13. We could also see that the value offered under the Resolution Plan is higher than the fair value of the Corporate Debtor. The relevant excerpt of the Form H, wherein fair value, liquidation value and the realisable amount has been mentioned, reads thus:-

7A. Realizable amount:

Sl. No.	Particulars	Description
1.	Total Realisable amount under the plan (In case of real estate CDs, provide the monetary value of flats etc. given to allottees)	Rs. 13,12,000/- (Excluding amount proposed towards CIRP cost and contingent fund)
2.	Fair Value	Zero (0)
3.	Liquidation Value	Zero (0)
4.	Percentage (%) of realisable amount to Fair Value	100%
5.	Percentage (%) of realisable amount to Liquidation Value	100%
6.	Percentage (%) of realisable amount to Principal amount	2.93%
7.	Percentage (%) of realisable amount to Total admitted claims	2.74%
8.	Percentage (%) of realisable amount to Other than admitted Corporate Guarantee claims	N.A.



14. The certificate furnished by the Resolution Professional also contains details regarding the distribution/realisation of amounts under the Resolution Plan among the various stakeholders. The relevant clause of the certificate in this regard reads thus:-

7B. Details of Realisable amount:

Stakeholder Type	Amount(s)				Payment schedule
	Amount Claimed	Amount Admitted	Realisable amount under the plan	Amount realizable in plan to amount claimed (%)	
Secured Financial Creditors - Creditors not having a right to vote under sub-section (2) of section 21 - Dissenting - Assenting	N.A.	N.A.	N.A.	N.A.	N.A.
Unsecured Financial Creditors -Creditors not having a right to vote under sub-section (2) of section 21 - Dissenting - Assenting	N.A.	N.A.	N.A.	N.A.	N.A.
Operational Creditors					
(i) Government	N.A.	N.A.	N.A.	N.A.	N.A.
(ii) Workmen - PF dues - Other dues	N.A.	N.A.	N.A.	N.A.	N.A.
(iii) Employees - PF dues - Other dues	N.A.	N.A.	N.A.	N.A.	N.A.
(iv) Other Operational creditors	Rs.8,01,32,004/-	Rs.4,78,01,579/-	Rs.13,12,000/-	2.74%	Payment shall be made within 86 days from the effective date
Other Debts and Dues	N.A.	N.A.	N.A.	N.A.	N.A.
Shareholders	N.A.	N.A.	N.A.	N.A.	N.A.
Total	Rs.8,01,32,004/-	Rs.4,78,01,579/-	Rs.13,12,000/-	2.74%	



15. Besides, we note that in terms of the judgment of Hon'ble Supreme Court in the case of **Committee of Creditors of Essar Steel India Limited through Authorised Signatory vs. Satish Kumar Gupta & Ors.** [Civil Appeal No. 8766-67 of 2019], it is the subject matter of commercial wisdom of CoC to take decision regarding the amount of bid offered by SRA, and the scope for this Tribunal to interfere in such issues is negligible. The above view was also reiterated by the Hon'ble Supreme Court in **Ebix Singapore Private Limited vs. Committee of Creditors of Educomp Solutions Limited & Anr.** (Civil Appeal No. 3224 of 2020) wherein the Hon'ble Court ruled that the scope of examination of the application for approval of the Resolution Plan by this Tribunal is confined to the provisions of Section 30(2) of the IBC, 2016. Para 153 of the Judgment reads thus: -

“153. Regulation 38(3) mandates that a Resolution Plan be feasible, viable and implementable with specific timelines. A Resolution Plan whose implementation can be withdrawn at the behest of the successful Resolution Applicant, is inherently unviable, since open-ended clauses on modifications/withdrawal would mean that the Plan could fail at an undefined stage, be uncertain, including after approval by the Adjudicating Authority. It is inconsistent to postulate, on the one hand, that no withdrawal or modification is permitted after the approval by the Adjudicating Authority under Section 31, irrespective of the terms of the Resolution Plan; and on the other hand, to argue that the terms of the Resolution Plan relating to withdrawal or modification must be respected, in spite of the CoC's approval, but prior to the approval by the Adjudicating Authority. The former position follows from the intent, object and purpose of the IBC and from Section 31, and the latter is disavowed by the IBC's structure and objective. The IBC does not envisage a dichotomy in the binding character of the Resolution Plan in relation to a Resolution Applicant between the stage of approval by the CoC and the approval of the Adjudicating Authority. The



binding nature of a Resolution Plan on a Resolution Applicant, who is the proponent of the Plan which has been accepted by the CoC, cannot remain indeterminate at the discretion of the Resolution Applicant. The negotiations between the Resolution Applicant and the CoC are brought to an end after the CoC's approval. The only conditionality that remains is the approval of the Adjudicating Authority, which has a limited jurisdiction to confirm or deny the legal validity of the Resolution Plan in terms of Section 30 (2) of the IBC. If the requirements of Section 30(2) are satisfied, the Adjudicating Authority shall confirm the Plan approved by the CoC under Section 31(1) of the IBC."

16. In the recent judgment of **Torrent Power Ltd. v. Ashish Arjunkumar Rathi and Ors.**, [\(2026\) ibclaw.in 109 SC](#), Hon'ble SC has categorically mentioned that commercial wisdom of COC is paramount. The relevant excerpt of the judgement reads thus:-

"12. Having concluded that neither of the issues raised by the appellants establishes any modification of the Resolution Plan or any material irregularity in the conduct of the RP, the challenge stands stripped of its factual foundation. What remains is, in substance, a challenge to the commercial decision taken by the CoC. The IBC leaves no scope for judicial intervention even here.

12.1 *It has been the consistent view of this Court that the commercial wisdom of the CoC cannot be interfered with by the NCLT, the NCLAT or this Court as was held in **K. Sashidhar vs. Indian Overseas Bank**, [\[\(2019\) ibclaw.in 08 SC\]](#) : (2019) 12 SCC 150 as under:*

"55. Whereas, the discretion of the adjudicating authority (NCLT) is circumscribed by Section 31 limited to scrutiny of the resolution plan "as approved" by the requisite percent of voting share of financial creditors. Even in that enquiry, the grounds on which the adjudicating authority can reject the resolution plan is in reference to matters specified in Section 30(2), when the resolution plan does not conform to the stated requirements. Reverting to Section 30(2),



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

xxx

58. Indubitably, the inquiry in such an appeal would be limited to the power exercisable by the resolution professional under Section 30(2) of the I&B Code or, at best, by the adjudicating authority (NCLT) under Section 31(2) read with Section 31(1) of the I&B Code. No other inquiry would be permissible. Further, the jurisdiction bestowed upon the appellate authority (NCLAT) is also expressly circumscribed. It can examine the challenge only in relation to the grounds specified in Section 61(3) of the I&B Code, which is limited to matters “other than” enquiry into the autonomy or commercial wisdom of the dissenting financial creditors. Thus, the prescribed authorities (NCLT/NCLAT) have been endowed with limited



jurisdiction as specified in the I&B Code and not to act as a court of equity or exercise plenary powers.”

(Underlining by us)

12.2 Similarly, in **Kalyani Transco**, decided on 26.09.2025, a three-Judge Bench of this Court held as follows:

“179. It can thus be seen that this Court has held that the legislature purposefully did not include a means to challenge the commercial wisdom exercised by the CoC. This makes a challenge to the same non – justiciable. It has been further held that a challenge cannot be raised against the decision making of the CoC unless and until the grounds for challenge as given in the Code are satisfied. Any interference in the paramount objective of the CoC of exercising its commercial wisdom would amount to the Court rewriting the law and going against the very objectives of the IBC.

180. We are therefore of the opinion that in the present matter as well, the CoC exercised its commercial wisdom while approving the Resolution Plan whereby the Appellant – Jaldhi was classified as a contingent creditor and such a decision is deemed to be non – justiciable by this Court in view of K. Sashidhar (supra) which has been subsequently followed in a catena of judgments. The NCLT, and the NCLAT have also approved the Resolution Plan, and in light of the settled principle of law, we find no question of law being raised by the Appellant – Jaldhi and therefore, the appeal filed by it is liable to be dismissed.”

(underlining by us)

12.3 We note the observations in **Essar Steel India Limited**, clarifying that once the NCLT is satisfied that the CoC has applied its mind to the statutory requirements spelt out in sub-section (2) of Section 30 it must necessarily pass the resolution plan, as under:

“73. ...Thus, while the Adjudicating Authority cannot interfere on merits with the commercial decision taken by the Committee of Creditors, the limited judicial review available is to see that the



Committee of Creditors has taken into account the fact that the corporate debtor needs to keep going as a going concern during the insolvency resolution process; that it needs to maximise the value of its assets; and that the interests of all stakeholders including operational creditors has been taken care of. If the Adjudicating Authority finds, on a given set of facts, that the aforesaid parameters have not been kept in view, it may send a resolution plan back to the Committee of Creditors to resubmit such a plan after satisfying the aforesaid parameters. The reasons given by the Committee of Creditors while approving a resolution plan may thus be looked at by the Adjudicating Authority only from this point of view, and once it is satisfied that the Committee of Creditors has paid attention to these key features, it must then pass the resolution plan, other things being equal.”

(Underlining by us)

12.4 We also note the observations in **Pratap Technocrats Private Ltd. vs. Monitoring Committee of Reliance Infratel Limited, [(2021) ibclaw.in 148 SC] : (2021) 10 SCC 623** wherein this Court categorically held as follows:

“29. The jurisdiction which has been conferred upon the adjudicating authority regarding the approval of a resolution plan is statutorily structured by sub-section (1) of Section 31. The jurisdiction is limited to determining whether the requirements which are specified in sub-section (2) of Section 30 have been fulfilled. This is a jurisdiction which is statutorily defined, recognised and conferred, and hence cannot be equated with a jurisdiction in equity that operates independently of the provisions of the statute. The adjudicating authority, as a body owing its existence to the statute, must abide by the nature and extent of its jurisdiction as defined in the statute itself.

44. ...the jurisdiction of the adjudicating authority and the appellate authority cannot extend to entering upon the merits of a business decision made by a requisite majority of the CoC in its commercial wisdom. Nor is there a residual equity-based jurisdiction in the adjudicating authority or the appellate authority to interfere in this decision, so long as it is otherwise in conformity with the provisions of IBC and the Regulations under the enactment.”



(Underlining by us)

12.5 *The issue is no longer res integra, the law having been settled that the commercial wisdom of the CoC enjoys primacy and cannot be supplanted by judicial review. Neither the NCLT, nor the NCLAT, nor even this Court is empowered to substitute its assessment in place of the commercial decision arrived at by a requisite majority of the CoC.*

13. *The appeals before us typify the growing strategic use of the judicial system by unsuccessful resolution applicants, who seek to reopen almost every commercial decision under the guise of procedural impropriety. This converts the corporate resolution process into a protracted adversarial contest and erodes the value of the Corporate Debtor. Such an approach incentivises delay, rent-seeking, and strategic obstruction and is fundamentally inconsistent with the economic logic and statutory design of the IBC.*

13.1 *In the present case, the Resolution Plan stands approved by both the NCLT and the NCLAT and has since been implemented, leaving absolutely no scope for intervention by this Court.”*

17. As far as the issue of reliefs and concessions which fall in the jurisdiction of different Government Authorities, and/ or are subjected to the provisions of different laws for the time being in force are concerned, it is made clear that the amount payable by the SRA in terms of the plan to different creditors, stakeholders, and to keep the Corporate Debtor as a going concern cannot be subject to any condition, assumptions, relief/ concessions and/ or qualification. It also needs to be underlined that the provisions of Section 31(4) of the IBC, 2016 mandate the Resolution Applicant to obtain the necessary approval



required under any law for the time being in force within a period of one year from the date of approval of the resolution plan by the Adjudicating Authority under Section 31 of the IBC, 2016. In terms of the provisions of Section 14 of the Code, even during the period of CIRP, no default in payment of current dues is a precondition for continuation of the License, Permit, Registration and similar rights. Thus, even during the moratorium period, some of the facilities forming part of the reliefs and concessions sought are made available to the CD only when there is no default in payment of the current dues. On approval of the Resolution Plan, the SRA/CD cannot be put on a better footing by exempting it from paying its legitimate dues under the law. For the sake of convenience, the explanation below Section 14 of the Code is extracted below:

“14. Moratorium. –

(1) Subject to the provisions of sub-sections (2) and (3), on the insolvency commencement date, the Adjudicating Authority shall by order declare a moratorium prohibiting all of the following, namely: -

(a)

(b)

(c)

(d) The recovery of any property by an owner or lessor where such property is occupied by or in the possession of the corporate debtor.



Explanation.- For this sub-section, it is hereby clarified that notwithstanding anything contained in any other law for the time being in force, a licence, permit, registration, quota, concession, clearance or a similar grant or right given by the Central Government, State Government, local authority, sectoral regulator or any other authority constituted under any other law for the time being in force, shall not be suspended or terminated on the grounds of insolvency, subject to the condition that there is no default in payment of current dues arising for the use or continuation of the license, permit, registration, quota, concession, clearances or a similar grant or right during the moratorium period;

(Emphasis Supplied)

18. In any case, in terms of the provisions of Sections 13 and 15 of the IBC 2016 read with Regulations 6, 6A, 7, 8, 8A, 9 and 9A of IBBI (Insolvency Resolution Process for Corporate Persons) Regulations 2016, all the claimants such as Operational Creditors, Financial Creditors, Creditors in Class, Workmen and Employees and other Creditors can raise their claims before the IRP/RP. The claims are dealt with by the IRP in terms of the provisions of Section 18(1)(b) of the IBC, 2016 and by the RP in terms of the provisions of Section 25(1)(b) thereof read with Regulations 12A, 13 and 14 of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016. Thereafter, the RP prepares an Information Memorandum in terms of the provisions of Regulation 36(2) of the IBBI (Insolvency



Resolution Process for Corporate Persons) Regulations, 2016. The Memorandum contains, inter alia, a list of creditors containing the range of creditors, the amounts claimed by them, the amount of their claim admitted and the security interest, if any, in respect of such claims. As has been provided in Regulation 36(1) of the Regulations (ibid), the Information Memorandum is required to be submitted in electronic form to each member of CoC, on or before the 95th day from the Insolvency commencement date. As has been provided in Regulation 36A of the Regulations, the RP shall publish brief particulars of the invitation for Expression of Interest in Form G of Schedule I to the Regulations at the earliest, i.e. not later than the 60th day from the Insolvency commencement date, for interested and eligible Prospective Resolution Applicants to submit Resolution Plans. As can be seen from Regulation 36B of the Regulations, the RP shall issue the Information Memorandum Evaluation Matrix (IMEM) and request for Resolution Plans within 5 days of the date of issue of the provisional list of eligible Prospective Resolution Applicants (required to be issued under Regulation 36A(10) of the Regulations). It is with reference to such Information Memorandum Evaluation Matrix that the RP issues a request for a Resolution Plan. The request for the Resolution Plan details each step in the process and the manner and purposes of interaction between the Resolution Professional and the Prospective Resolution Applicant. The Resolution Plan submitted after consideration of the IMEM and RFRP is then examined by the Committee of Creditors. Nevertheless, it needs to satisfy the



requirements of Regulations 37 and 38 of the extant Regulations. Once the plan is approved by the CoC, in terms of the provisions of Regulation 39 of the aforementioned Regulations, it virtually becomes a contract entered into between the CD represented through RP, SRA and the Creditors of the CD. On being approved by this Adjudicating Authority, by operation of Section 31(1) of the Code, the plan becomes binding on the Corporate Debtor and its employees, members, creditors (including the Central Government, any State Government or any local authority to whom a debt in respect of the payment of dues arising under any law for the time being enforced such as authorities to whom statutory dues are owed, guarantors and other stakeholders involved in the Resolution Plan. Thus, Section 31(1) of the IBC, 2016, takes care of most of the relief/concession/waiver solicited by the Resolution Applicant.

19. Besides, in terms of the provisions of Section 32A, for an offence committed prior to the commencement of the Corporate Insolvency Resolution Process, the liability of the CD ceases and the CD is not liable to be prosecuted from the date of approval of Resolution Plan by this Adjudicating Authority, if the Resolution Plan results in change of management or control of the CD to a person who was not promotor or in the management or control of the CD or a related party of such a person or a person with regard to whom the concerned Investigating Agency has reason to believe that he had abated or conspired for the commission of the offence and has submitted or filed a report or a complaint to the relevant statutory



authority or Court. In such cases, where the prosecution is instituted against the CD during CIRP, the CD stands discharged qua the same from the date of approval of the Resolution Plan. Nevertheless, every person who was a designated partner as defined in clause (j) of Section 2 of the Limited Liability Partnership Act, 2008, “an officer who is in default” as defined in Clause (60) of Section 2 of Companies Act, 2013 or was in any manner in charge of, or responsible to the CD for the conduct of his business or associated with the CD in any manner and was directly or indirectly involved in the commission of an offence as per the report submitted or complaint filed by Investigating Agency shall continue to be liable to be prosecuted and punished for such an offence committed by the Corporate Debtor notwithstanding the Corporate Debtors’ liability ceases after approval of the plan.

20. In the wake of the provisions of Section 32A(2), no action is taken against the property of the Corporate Debtor in relation to an offence committed prior to the commencement of the Corporate Insolvency Resolution Process of the CD, where such property is covered under Resolution Plan approved by this Authority under Section 31, which result in the change in the control of the CD to a person who was not a promotor or in the management or control of the Corporate Debtor or related party of such person or a person with regard to whom the Investigating Agency has reason to believe that he had abated or conspired for commission of the offence and has submitted or filed a report or complaint to the relevant statutory authority or Court.



21. The action against the property of the Corporate Debtor as referred to in Section 32A of the Code includes the attachment, seizure, retention or confiscation under such law as may be applicable to the Corporate Debtor. One may also not be oblivious of the fact that in the backdrop of the provisions of Section 31(3)(a) of the IBC, 2016, the moratorium order passed by the Adjudicating Authority under Section 14 ceases to have effect. In sum and substance, the SRA/CD would be entitled to no other relief/concession/waiver except those which are available to it as per the provisions of Sections 31(1) and 32A of the IBC, 2016.

22. A perusal of the Resolution Plan reveals that a reference to 'Information Memorandum' has been made therein. There is specific mention in the Resolution Plan that the ownership status of the properties in which the Corporate Debtor made investment remains unclear. The Plan makes a mention about investment in Delhi One Project, Noida- A Tripartite Agreement executed among Boulevard Projects Private Limited, Three Facility Management Private Limited and ICICI Bank (Lender). It has been clearly mention in the Plan that the money invested in three private Residence referred to therein viz. No. 3202 (Tower FS-1, 25th Level); 2301 (Tower FS-3, 15th Level); 3201 (Tower FS-1, 25th Level) was financed through a loan facility of Rs. 15 Crores from ICICI Bank, which was secured by way of mortgage over the aforementioned residential units. A stand is taken in the Plan that the aforementioned particulars disclosed in the Plan were mere information available with RP and besides such information, no other



information was available. In clause 4 of the Plan, a reference has been made to financial statement of the CD for the financial years ending on 31.03.2018, 31.03.2017 and 31.03.2016. In the statement, there is no mention about any of the aforementioned units. The statement as reproduced in the Plan reads thus:-

4. Financial Statements

The Financial statement of the Corporate Debtor is as follow;. However, upon inspecting the MCA portal for TCFMPL, it was observed that the balance sheet for the period ending 31 Mar 2018 has not been uploaded on the MCA portal.

Amount (In Rs)

Particulars	Figures at the end of 31st March, 2018 (Audited)	Figures at the end of 31 st March, 2017 (Audited)	Figures at the end of 31 st March, 2016 (Audited)
I. EQUITY AND LIABILITIES			
(1) Shareholder's Funds			
a) Share Capital	1,20,000	1,20,000	1,20,000
b) Reserves and Surplus	4,58,06,421	6,81,58,005	14,78,40,825
(2) Non-Current Liabilities			
a) Long Term Provisions	44,95,208	37,53,027	19,25,361
(1) Current Liabilities			
a) Short Term Borrowings	47,79,49,097	21,78,94,711	17,18,93,244
b) Trade Payables	26,71,84,762	21,34,17,663	15,30,24,365
c) Other Current Liabilities	16,26,69,540	12,87,50,552	12,41,14,094
d) Short Term Provisions	2,48,702	43,292	2,52,408
TOTAL	95,84,73,730	63,21,37,250	59,91,70,297
II. ASSETS			
(1) Non- Current Assets			
a) Property, Plant and Equipment	11,74,721	17,73,589	39,68,000
b) Intangible Assets	-	-	1,27,443
c) Deferred Tax Assets Net	5,42,91,122	6,09,84,240	2,79,22,159
d) Other non-current assets	55,833	52,093	48,328
Total	5,55,21,676	6,28,09,967	3,20,65,930
(2) Current Assets			
a) Inventories	1,60,93,480	1,50,02,978	94,37,842
b) Trade Receivables	7,75,64,765	6,35,58,997	5,12,77,124
c) Cash and Bank Balances	46,61,850	28,50,597	1,67,44,235
d) Short-Term Loans and Advances	80,46,30,496	48,79,14,710	48,73,16,705
e) Other Current Assets	1,465	-	23,28,461
Total	90,29,52,055	56,01,06,218	56,71,04,367
TOTAL	95,84,73,731	63,21,37,250	59,91,70,297



23. The Resolution Plan also does not make any reference to ICICI Bank as secured creditor, thus apparently, the RP did not assert any claim of CD on the units referred to hereinabove in para 22. However, the Plan make a reference to charge of Rs. 15 Crores on the CD.

24. It is seen from the Valuation Report enclosed as Annexure A-36 to the application from the report given by the valuator Mr. Shravan Kumar Vishnoi, both the fair value and liquidation value of the assets of the CD are nil. There is no mention of any immovable/fixed assets in the inventory of the assets of the CD noted by the said valuer. The relevant excerpt of the report reads thus:-

(24) Value and rationale for valuation

I have considered the documents and information provided by the Resolution Professional and determine the Realisable Value as follows:

Sr. No.	Particulars	Book Value	Fair Value	Liquidation Value
1	Deferred Tax Assets	5,42,91,122.00	Nil	Nil
2	Other Non-current Assets	55,833.00	Nil	Nil
3	Trade Receivables	7,75,64,765.00	Nil	Nil
4	Cash & Cash Equivalents	46,61,850.00	Nil	Nil
5	Short-term Loan & Advances	80,46,30,496.00	Nil	Nil
6	Other Current Assets	1,465.00	Nil	Nil
	Total	94,12,05,530.00	Nil	Nil

25. We also note from the Valuation Report given to RP by Mr. Gyaneshwar Sahai that no fixed assets far-less either of the aforementioned units were included in the assets of the CD. Clause 24 of the Valuation Report given by Mr. Gyaneshwar reads thus:-



(24) Value and rationale for valuation

Sl. No.	Particulars	Book Value as on 31/03/2018	Fair Value (Rs.)	Liquidation Value (Rs.)
1	Trade receivables	7,75,64,765	0	0
2	Cash and cash equivalents	46,61,850	0	0
3	Short-term loans and advances	80,46,30,496	0	0
4	Other current assets	1,465	0	0
Total		88,68,58,575.37	0	0

26. Apparently, the valuation of assets of the CD as assessed by two valuers is nil. The Resolution Plan could be submitted by the SRA with reference to the Valuation Report and the information given in the Information Memorandum. As neither any of the secured or unsecured creditors of the CD were included in CoC nor the Plan has been approved by them, we clarify that the claim over the aforementioned assets would be of the creditors viz. secured or unsecured and the SRA will facilitate them to assert their claim over the same, as the SRA has submitted its claim only with reference to nil value of the assets. Indubitably, clean sheet principle will apply only with reference to such assets for which value is assigned and such value is formed as basis for the Resolution Plan.

27. We also see from the certificate given by the RP in Form H, the fair value and liquidation value is zero. So, thus, the SRA who could offer this Plan with reference to zero fair and liquidation value of the CD cannot claim any right on any of its assets on discovered and found in future. Clause 7A of the certificate reads thus:-



7A. Realizable amount:

Sl. No.	Particulars	Description
1.	Total Realisable amount under the plan (In case of real estate CDs, provide the monetary value of flats etc. given to allottees)	Rs. 13,12,000/- (Excluding amount proposed towards CIRP cost and contingent fund)
2.	Fair Value	Zero (0)
3.	Liquidation Value	Zero (0)
4.	Percentage (%) of realisable amount to Fair Value	100%
5.	Percentage (%) of realisable amount to Liquidation Value	100%
6.	Percentage (%) of realisable amount to Principal amount	2.93%
7.	Percentage (%) of realisable amount to Total admitted claims	2.74%
8.	Percentage (%) of realisable amount to Other than admitted Corporate Guarantee claims	N.A.

28. Although, the Resolution Plan does not indicate the particulars of certain parties to whom the secured/unsecured debt may be payable by it. However, no efforts were made to include them in the list of creditors and CoC could comprise only operational creditors. In the given situation, we could have rejected the Resolution Plan and ordered liquidation of CD. However, the Resolution Plan and certificate given by the RP in Form H are designed in such a way that an impression would be gathered that the liquidation process would be futile exercise and there are no funds given to meet the liquidation cost. In such situation, it is incumbent upon this Tribunal to pass an appropriate order. One option could be to reverse the CIRP. However, as even original promoters are also not there, again the recall of order of admission would require us to appoint some administrator or directors qua the CD. In the given situation, it would be apt to approve the Plan and to pass appropriate directions. The Hon'ble Supreme Court in



Gujarat Urja Vikas Nigam Ltd. v. Amit Gupta (2021) 7 SCC 209, held that the jurisdiction of the Adjudicating Authority under Section 60(5)(c) of the IBC is broad and residuary. It can adjudicate questions having a nexus with the insolvency resolution process and issue appropriate directions to ensure the objectives of the Code are achieved. Relevant excerpt reads thus:-

"87. The residuary jurisdiction of the NCLT under Section 60(5)(c) of the IBC provides it a wide discretion to adjudicate questions of law or fact arising from or in relation to the insolvency resolution proceedings. If the jurisdiction of the NCLT were to be confined to actions prohibited by Section 14 of the IBC, there would have been no requirement for the legislature to enact Section 60(5)(c) of the IBC. Section 60(5)(c) would be rendered otiose if Section 14 is held to be the exhaustive of the grounds of judicial intervention contemplated under the IBC in matters of preserving the value of the corporate debtor and its status as a 'going concern. We hasten to add that our finding on the validity of the exercise of residuary power by the NCLT is premised on the facts of this case. We are not laying down a general principle on the contours of the exercise of residuary power by the NCLT. However, it is pertinent to mention that the NCLT cannot exercise its jurisdiction over matters dehors the insolvency proceedings since such matters would fall outside the realm of IBC."

29. Here, it would not be out of context to make reference to judgment of Hon'ble Allahabad High Court in Three C Green Developers Pvt. Ltd. vs. State of U.P. and Ors. (Writ – C No. – 31823 of 2019), wherein, Hon'ble Allahabad High Court could view that the CBI need to investigate the affairs of Three C



Group Companies. In the present case, it is noted that the CD has been referred to as Serial No. 10 of the table given in para 64 of the order passed by Hon'ble Allahabad High Court. Paras 64 and 69 to 152 of the judgment of Hon'ble Allahabad High Court reads thus:-

64. As per the ROC the share holdings of the allottee/ sub allottee companies has changed after the allotment, though the same was not permissible in the scheme and the brochure. This was done without the permission of the Noida authority. The chart showing name of allotted companies, directors, shareholdings at the time of allotment, and the present shareholdings as per ROC is as follows:-

S. No.	Plot No.	Name of Allottee	Date of sub-division	Director and Shareholder at the time of allotment	Present Directors as per record of ROC	Present shareholders as per record of ROC
1.	SC-01-01/78	M/S XANADU INFRATECH PVT. LTD.	24.10.2011	M/s Xanadu Infratech Pvt. Ltd. (100% share holding company of M/s Three C Universal Developers Pvt. Ltd.) Director 1. Sh. Nirmal Singh 2. Sh. Vidur Bhardwaj 3. Sh. Surpreet Singh Suri	Additional Directors- 1. Vinay Kumar Mishra 2. Satish Kumar Tiwari 3. Sameer Sagar Vashishth	Shareholders (as on 31.3.2017)
2.	SC-01/A-ALPHA/79	M/S SEQUEL BUILDCON PVT. LTD.	16.06.2014	Director 1. Sh. Nirmal Singh 2. Sh. Vidur Bhardwaj 3. Sh. Surpreet Singh Suri	Directors- 1. Anoop Kumar Srivastav 2. Manoj Kumar Singh 3. Dilip Kumar	Shareholders:(as on 31.03.2020) M/s Ajnara India Ltd. (99.94%) Sh. Pramod Kumar Gupta(0.01%) Sh. Ashok Kumar Gupta (0.01%) Sh. Vinod Kumar Gupta (0.01%) Smt. Mamta Gupta (0.01%) Smt. Padma Gupta (0.01%) Smt. Geeta Gupta (0.01%)
3.	SC-01/A-1(BETA0/79	M/S PINNACLE SUPER STRUCTURES PVT. LTD.	16.06.2014	Director :- 1. Sh. Deepak Khurana 2. Dinesh Kumar Pahwa Shareholders 1. M/s Sequel Buildcon Pvt. Ltd. Through Sh. Nirmal Singh (99.99 share) 2. Mr. Deepk Khurana(nominee Sequel Buildcon Pvt. Ltd.) (00.01)	Directors:- 1. Gurinder Singh Sikka 2. Akhil Gupta	Shareholders:- (as on 31.3.2019) 1. Sara Buildcon Pvt. Ltd.(75%) 2. Sikka Promoters Pvt. Ltd.(25%)
4.	SC-01/A-2/79	M/S ARENA SUPER STRUCTURE PVT. LTD.	16.06.2014	Director :- 1. Sh. Deepak Khurana 2. Dinesh Kumar Pahwa Shareholders 1. M/s Sequel Buildcon Pvt Ltd. Through Sh. Nirmal Singh (99.99 share) 2. Mr. Deepk Khurana(nominee Sequel Buildcon Pvt. Ltd.) (00.01)	Directors:- 1. Shah Alam 2. Jagat Singh Thakur 3. Niraj Kumar Sinha 4. Joy George	Shareholders (as on 12.08.2023) 1. Shah Alam-(9%) 2. Purvanchal Projects Pvt. Ltd. (91%) Arena Superstructure went insolvency process
5.	SC-01/B-1/79	M/S SEQUEL BUILDING CONCLPT PVT. LTD.	03.10.2012	Director:- 1. Sh. Nirmal Singh 2. Sh. Vidur Bhardwaj 3. Sh. Surpreet Singh Suri Shareholders 1. M/s Three C Universal Developers Pvt. Ltd. (99.99 share) 2. Mr. Surpreet Singh Suri (as nominee on behalf of Three C Universal Developers Pvt. Ltd.) (00.01)	Directors:- 1. Bhupinder Singh Kochhar 2. Ajay Khetrapal 3. Anand Goel 4. Prashant Agarwal 5. Pradeep Jain 6. Munish Kher	Shareholders (as on 31.3.2024) Sh. Pradeep Jain (22%) Sh. Bhupinder Singh Kochhar (22%) Sh. Ajay Khetrapal Singh (12%) Sh. Anand Goel(12%) Sh. Munish Kher(6%) Mrs. Meenu Kher(5%) Sh. Prashant Agarwal(6%) Sh. Pooja Agarwal (5%)
6.	SC-01/B-2/79	M/S GOLF GREEN BUILDCON PVT. LTD.	03.10.2012	Shareholders	Directors:- 1. Bablu Kumar 2. Deena Ram	Shareholders (as on 31.3.2014) 1. Silver Sands Buildmart Pvt. Ltd. (25%) 2. Zephyr Projects Pvt. Ltd. (25%) 3. Arun Kumar Ghai- (50%)



7.	SC-01/C-1/79	M/S THREE C GREEN DEVELOPERS PVT. LTD.	16.09.2014	Director 1. Sh. Nirmal Singh 2. Sh. Vidur Bhardwaj 3. Sh. Surpreet Singh Suri Shareholders- 1.M/s Three C Green Developers Pvt. Ltd.(99.99 share) through Sh. Nirmal Singh 2. Surpreet Singh Suri (Nominee of M/s Three C Greens Developers Pvt. Ltd. (0.01% share)	Directors:- 1. Anand Ram 2. Girish Chand Joshi	Shareholders (as on 31.3.2018) M/s Xanadu Estates Pvt. Ltd. (75%) M/s Xanadu Infradevelopers Pvt. Ltd. (25%)
8.	SC-01/C-2/79	M/S ROBUST INNOVATION S PVT. LTD.	16.09.2014	Director 1. Sh. Nirmal Singh 2. Sh. Vidur Bhardwaj 3. Sh. Surpreet Singh Suri Shareholders- 1.M/s Three C Green Developers Pvt. Ltd.(99.99 share) through Sh. Nirmal Singh 2. Surpreet Singh Suri (Nominee of M/s Three C Greens Developers Pvt. Ltd. (0.01% share)	Directors:- 1. Ashwani Kumar 2. Karan Sagar Agarwal	Shareholders:- (as on 31.3.2024) Sh. Arvind Goel (50%) Sh. Aswani Kumar Gupta (50%)
9.	SC-01/C-3/79	M/S PIYUSHI IT SOLUTION PVT. LTD.	16.09.2014	Director 1. Sh. Nirmal Singh 2. Sh. Vidur Bhardwaj 3. Sh. Surpreet Singh Suri Shareholders- 1.M/s Three C Green Developers Pvt. Ltd.(99.99 share) through Sh. Nirmal Singh 2. Surpreet Singh Suri (Nominee of M/s Three C Greens Developers Pvt. Ltd. (0.01% share)	Directors:- 1. Naveen 2. Gopal Singh	Shareholders-(as on 31.3.2020) M/s Eminent Homes Pvt. Ltd. (99.99%) Sh. Nirmal Singh (nominee of M/s Eminent Homes Pvt. Ltd.(0.01%)
10.	SC-01/C-4/79	M/S THREE C INFRACREATION PVT. LTD.	16.09.2014	Director 1. Sh. Nirmal Singh 2. Sh. Vidur Bhardwaj 3. Sh. Surpreet Singh Suri Shareholders- 1.M/s Three C Green Developers Pvt. Ltd.(99.99 share) through Sh. Nirmal Singh 2. Surpreet Singh Suri (Nominee of M/s Three C Greens Developers Pvt. Ltd. (0.01% share)	Directors:- 1. Deepak Malhotra 2. Harshit Singh 3. Akhilesh Mishra	Shareholders- M/s Abhi Corporation Pvt. Ltd. (99.99%) Deepak Malhotra (nominee of M/s APCL Pvt. Ltd. (0.01%)
11.	SC-01/C-5/79	M/S THREE C CITY DEVELOPERS PVT. LTD.	16.09.2014	Director 1. Sh. Nirmal Singh 2. Sh. Vidur Bhardwaj 3. Sh. Surpreet Singh Suri Shareholders- 1.M/s Three C Green Developers Pvt. Ltd.(99.99 share) through Sh. Nirmal Singh 2. Surpreet Singh Suri (Nominee of M/s Three C Greens Developers Pvt. Ltd. (0.01% share)	Directors:- 1. Jagdeep Singh Gill 2. Pradeep Singh Rathni	Shareholders-(2023-2024) 1. Ajay Kumar (70%) Sh. Pratap Singh Rathni (10%) Sh. Praveen Kurele (20%)
12.	SC-01/C-6/79	M/S WATER PEARL INFORSOFTTE CH PVT. LTD.	16.09.2014	Director 1. Sh. Nirmal Singh 2. Sh. Vidur Bhardwaj 3. Sh. Surpreet Singh Suri Shareholders- 1.M/s Three C Green Developers Pvt. Ltd.(99.99 share) through Sh. Nirmal Singh 2. Surpreet Singh Suri (Nominee of M/s Three C Greens Developers Pvt. Ltd. (0.01% share)	Directors:- 1. Rakesh Kumar Agarwal 2. Pankaj Kumar Garg 3. Madhur Garg 4. Sumit Garg 5. Sachin Goyal 6. Sunny Agarwal 7. Nikunj Garg 8. Khooshbu Agarwal 9. Aakash Garg	Shareholders-(as on 31.3.2024) Sh. Dhanesh Chand Agarwal (9%) Sh. Dhanesh Chand Agarwal & Sons (HUF)(6%) Mrs. Aparna Agarwal (5%) Sh. Mahesh Chand Goel (HUF) (5%) Sh. Mahesh Chand Goel (8%) Sh. Abhinav Goel (75%) Sh. Sachin Goel (20%) Sh. Dinesh Garg (20%) Mrs. Nutan Garg (2.5%) Sh. Sumit Garg (2.5%) Sh. Madhur Garg (2.5%) Mrs. Shikha Garg (2.5%) Sh. Rakesh Kumar Agarwal (10%)



13.	SC-01/C-7/79	M/S THREE C BUILDER PVT. LTD.	16.09.2014	Director 1. Sh. Nirmal Singh 2. Sh. Vidur Bhardwaj 3. Sh. Surpreet Singh Suri Shareholders- 1.M/s Three C Green Developers Pvt. Ltd.(99.99 share) through Sh. Nirmal Singh 2. Surpreet Singh Suri (Nominee of M/s Three C Greens Developers Pvt. Ltd. (0.01% share)	Additional Directors: 1. Vinay Kumar Mishra 2. Satish Kumar Tiwari 3. Sameer Sagar Vashishith	Shareholders-(as on 31.3.2017) M/s Lotus Green Developers Pvt. Ltd. (25%) M/s Yashali Developers Pvt. Ltd. (25%) M/s Laurel Residency Pvt. Ltd. (25%) M/s Infrawiz Projects Pvt. Ltd. (25%)
14.	SC-01/C-8/79	M/S THREE C BUILDER PVT. LTD.	16.09.2014	Director 1. Sh. Nirmal Singh 2. Sh. Vidur Bhardwaj 3. Sh. Surpreet Singh Suri Shareholders- 1.M/s Three C Green Developers Pvt. Ltd.(99.99 share) through Sh. Nirmal Singh 2. Surpreet Singh Suri (Nominee of M/s Three C Greens Developers Pvt. Ltd. (0.01% share)	Directors: 1. Vinay Kumar Mishra 2. Satish Kumar Tiwari 3. Sameer Sagar Vashishit	Shareholders-(as on 31.3.2017) M/s Lotus Greens Developers Pvt. Ltd. (25%) M/s Yashali Developers Pvt. Ltd. (25%) M/s Laurel Residency Pvt. Ltd.(25%) M/s Infrawiz Projects Pvt. Ltd. (25%)
15.	SC-01/D-1/79	M/S KINDLE DEVELOPERS PVT. LTD.	03.10.2012	Director 1. Sh. Nirmal Singh 2. Sh. Vidur Bhardwaj 3. Sh. Surpreet Singh Suri Shareholders- 1.M/s Three C Green Developers Pvt. Ltd.(99.99 share) through Sh. Nirmal Singh 2. Surpreet Singh Suri (Nominee of M/s Three C Greens Developers Pvt. Ltd. (0.01% share)	Directors: 1. Piyush Tiwari 2. Shikha Tiwari 3. Astha Gupta 4. Harshdeep Gandhi	Shareholders-(as on 30.9.2014) 1. Sh. Piyush Tiwari (55%) 2. Ms. Shikha Tiwari (5%) 3. M/s Sunwhite Infrastructure Pvt. Ltd. (40%)
16.	SC-01/D-2/79	M/S GOLF GREEN RESIDENCE PVT. LTD.	03.10.2012	Director 1. Sh. Deepak Khurana 2. Dinesh Pahwa Shareholder:- 1. M/s Kindle Developers Pvt. Ltd. (99.99% share) 2. Mr. Deepak Khurana(Nominee of M/s Kindle Developers Pvt. Ltd. (0.01% share)	Additional Directors: 1. Anil Prakash Sharma 2. Krishan Kumar 3. Rahul Yadav 4. Usha Saraf	Shareholders-(as on 31.3.2020) M/s Sunshine Infratech Pvt. Ltd. (99.99%) Sunshine Infrahomes Pvt. Ltd. (0.01%)
17.	SC-01/D-3/79	M/S GOLF GREEN ESTATE PVT. LTD.	03.10.2012	Director 1. Sh. Deepak Khurana 2. Dinesh Pahwa Shareholder:- 1. M/s Kindle Developers Pvt. Ltd. (99.99% share) 2. Mr. Deepak Khurana(Nominee of M/s Kindle Developers Pvt. Ltd. (0.01% share)	Directors: 1. Dinesh Kumar Jain 2. Rakesh Kumar Jain	Shareholders-(as on 31.3.2023) 1. Exotica Housing & Infrastructure Projects Private Ltde.- (99.99%) 2. Mr. Dinesh Kumar Jain (as a nominee of Exotica Housing & Infrastructure Projects Pvt. Ltd.) (01%)
18.	SC-01/D-4/79	M/S GOLF GREEN MANSIONS PVT. LTD.	03.10.2012	Director 1. Sh. Deepak Khurana 2. Dinesh Pahwa Shareholder:- 1. M/s Three C Universal Developers Pvt. Ltd. (99.99% share) through Sh. Vidur Bhardwaj 2. Mr. Surpreet Singh Suri (Nominee of M/s Three C Universal Developers Pvt. Ltd. (0.01% share)	Directors- 1. Vinod Bahl 2. Pramod Bahl 3. Vikas Gupta 4. Uma Shanker	Shreholders (as on 31.3.2024) Sh. Vinod Bahl (25%) Sh. Pramod Bahl (25%) Sh. Uma Shankar (25%) Sh. Amitabh Gupta (25%)



19.	SC-01/E-1/79	M/S GAURSONS SPORTSWOOD PVT. LTD.	03.10.2012	Director 1. Sh. Deepak Khurana 2. Dinesh Pahwa Shareholder:- 1. M/s Three C Universal Developers Pvt. Ltd. (99.99% share) through Sh. Vidur Bhardwaj 2. Mr. Surpreet Singh Suri (Nominee of M/s Three C Universal Developers Pvt. Ltd. (0.01% share))	Directors: 1. Manoj Gaur 2. Sarthak Gaur	Shareholders-(as on 31.3.2024) 1. Manoj Kumar Gaur- (4.65%) 2. Mrs. Manju Gaur - 4.66% 3. Gaursons India Private Limited- (41.92%) 4. Shri Shayam Buildcon Private Ltd.-(41.92%) 5. Mr. Pradeep Kumar Agrawalla- (6.85%)
20.	SC-01/E-2/79	M/S GOLF GREEN INFRA PVT. LTD.	03.10.2012	Director 1. Sh. Deepak Khurana 2. Dinesh Pahwa Shareholder:- 1. M/s Xanadu Realcon Pvt. Ltd. (99.99% share) 2. Mr. Deepak Khurana (as a nominee of M/s Xanadu Realcon Pvt. Ltd. (0.01% share))	Directors: 1. Dheeraj Jain 2. Shruti Jain 3. Divya Jain 4. Amit Jain	Shareholders-(as on 31.3.2023) M/s Mahagun India Pvt. Ltd. (9.99%) ICICI Prudential Venture Capital Fund Real Estates (0.01%) Gaur Sons Sports Wood Pvt. Ltd.(90%)
21.	SC-01/E-3/79	M/S GOLF GREEN SUPERSTRUCTURE PVT. LTD.	03.10.2012	Shareholder:- 1. M/s Xanadu Realcon Pvt. Ltd. (99.99% share) 2. Mr. Deepak Khurana (as a nominee of M/s Xanadu Realcon Pvt. Ltd. (0.01% share))	Directors: 1. Jai Prakash Gupta 2. Alka Goel	Shareholders-(as on 31.3.2023) 1. Civitech Housing India Pvt. Ltd. (85.71%) 2. Subodh Goel (7.14%) 3. Alka Goel (7.14%)
22.	SC-01/A/101	M/S THREE C GREEN DEVELOPERS PVT. LTD.	03.10.2012	Director 1. Sh. Nirmal Singh 2. Sh. Vidur Bhardwaj 3. Sh. Surpreet Singh Suri Shareholders:- 1.M/s Three C Green Developers Pvt. Ltd.(99.99 share) through Sh. Nirmal Singh 2. Surpreet Singh Suri (Nominee of M/s Three C Greens Developers Pvt. Ltd. (0.01% share))	Directors:- 1. Anand Ram 2. Girish Chandra Joshi	Shareholders:- M/s Xanadu Estates Pvt. Ltd.(75%) M/s Xanadu Infradevelopers Pvt. Ltd. (25%)
23.	SC-01/B/101	M/S GOLF GREEN BUILDCON PVT. LTD.	03.10.2012	Director 1. Sh. Nirmal Singh 2. Sh. Vidur Bhardwaj 3. Sh. Surpreet Singh Suri Shareholders:- 1.M/s Three C Green Developers Pvt. Ltd.(99.99 share) through Sh. Nirmal Singh 2. Surpreet Singh Suri (Nominee of M/s Three C Greens Developers Pvt. Ltd. (0.01% share))	Directors:- 1. Anand Ram 2. Girish Chandra Joshi	Shareholders:- M/s Xanadu Estates Pvt. Ltd. (75%) M/s Xanadu Infrastructure Pvt. Ltd. (25%)

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69. We would be remiss in our duty if we ignore the illegalities committed by the Builders (sub-lessees) in connivance with the officials of Noida Authority which has snow-balled into a major land scam and which, according to CAG, has led to significant loss to the Noida Authority and the State Government and to the public at large. We are constrained to note the total lack of concern shown by the Authority on the report of the CAG and we



wonder why no action has been taken against the Builders/allottees / sub-lessees and the officers of the Noida Authority who were involved in this large-scale scam.

70. The timeline of events, the total inaction of the NOIDA Authority and the apathy of the State Government, in the face of the CAG report compels us to pass suitable orders in the matter. A Court, much less a Constitutional Court, cannot sit helpless in the face of blatant illegalities and apparent collusion. This Court, under Article 226 of the Constitution, has the power to pass appropriate orders in the face of inexplicable illegality and loss of public money. This Court can, and does in these glaring facts, take cognizance of what seems like a glaring case of collusion between builders and officers of NOIDA Authority to grant undue benefit to them and cause loss to State exchequer and consciously turn a blind eye to a report of the CAG. In so doing, they have also created a difficult situation for the homebuyers, which is compounding the problem even further.

71. The following analysis, conclusions and our subsequent directions are aimed to address the malfeasance and provide relief to the affected stakeholders:

H. SCHEME-2010-2011 FOR DEVELOPMENT OF SPORT CITY IN NOIDA AND ITS VIOLATION:-

72. Noida having been declared to be an Industrial Township is obligated to not only develop industries but also to develop a complete township by virtue of Article 2430 of the Constitution of India. The sports city scheme having been widely publicized on 03.03.2011 was to fulfil a laudable object. This is evident that the object of the scheme was to develop state-of-the-art sports facilities to be enjoyed by the public at large. This scheme was launched for developing Sports City at two different places in



Noida, first of which is in Sector-78 & 79, admeasuring about 7,27,500 square metre and the other sports city in sector 150 in Noida. This case pertains to the former Sports City in Sector 78 & 79.

73. The reasons of allotting a huge parcel of land was for developing an international standard Sports facility. Looking at the size and the cost of the project it may not have been feasible for an individual company to complete the project. So a Consortium of companies were allowed to participate and develop the sports city project. It was never the intention of the Scheme to bifurcate the project of Sports City into a smaller plots and allow small builders to make group housing society in the sports city. But looking at the way the Authority allowed the haphazard development of the group housing, the entire concept and the scheme of sports city has been frustrated.

74. As per the scheme, a Brochure was issued which had several conditions, which conditions were breached by the allottees / sub-lessee in material respects disentitling them from being allotted the project, but which were brushed under the carpet in connivance with the officers of the Noida Authority.

75. Some of the conditions and their glaring breaches are as follows:

"Members of consortium will have to specify one Lead Member who alone shall be authorized to correspond with the NOIDA. Lead member should be the single largest shareholder having at least 30% share in the consortium."

(emphasis supplied)

On the request of the allottees, individual sub leases were executed by the Noida authority first in favor of the individual members of the consortium, and separate payment schedule was



fixed. Subsequently these members started corresponding with the Noida authority and sending request contrary to the scheme and that same were accepted erroneously. The lead member was supposed to be the single largest shareholder having at least 30% share in the consortium. However in this case the lead member was completely ousted by the allottees and the officials of the Noida authority (together hereinafter referred as conniving parties) while executing the lease deeds with the members of the consortium.

76. The shareholding of the lead member in the consortium shall remain at least 30% till the temporary occupancy/completion certificate. of at least one phase of the project is obtained from the Noida.

(emphasis supplied)

This condition was also brazenly violated. The lead member was completely ousted by the allottees in connivance with the conniving parties, even much prior of getting a temporary occupancy completion certificate of first phase of the project.

77. In case of Consortium, the members shall submit a Memorandum of Agreement (MOA) conveying their intent to jointly apply for the scheme(s), and in case the plot is allotted to them, the MOA shall clearly define the role and responsibility of each member in the consortium, particularly with regard to arranging debt and equity for the project and its implementation.

(emphasis supplied)

No such MOA was executed which defined role and responsibility of each of the members, neither the same was ever asked by the Noida Authority..



78. The members shall submit a registered/notarized Memorandum of Agreement (MOA) conveying their intent to jointly apply for the scheme, and in case the plot is allotted to them, to form Special Purpose Company(ies), hereinafter called SPCs that will subsequently carry out all its responsibilities as the allottee.

(emphasis supplied)

Though the SPC was there but was never taken any such responsibility, the officials of the Noida Authority never even asked for the same. On the contrary the entire project was divided in a number of plots and allotted to different companies. Each of these companies took on themselves with specific roles of developing the project, the division was such all the cream of the project were assigned to smaller companies. In all 21 companies got the advantage of developing the residential commercial project, and the entire responsibility of completing the sports facilities was assigned to petitioner no. 1 and one another company. These smaller companies were later on sold to other builders (who were not even qualified to apply), by transferring the shares of the sub-lessee companies. All the profits were siphoned off, and nothing was ploughed or held back for the development of the sports facilities. This also created a channel for back-door allotment to ineligible persons.

79. The allottee and in the case of consortium, the lead member and/or the relevant member and/or SPC(s) incorporated by them, put together, will have to construct on their own a minimum of 30% of the total permissible FAR on allotted area.

(emphasis supplied)

In this case neither the lead member nor the relevant member constructed on their own the 30% of the total permissible FAR on



allotted area. The lead member was ousted right in the beginning:

80. The "Lead Member" (on the date of submission of the tender) shall continue to hold at least 30% of the shareholding in the SPC till the temporary occupancy/completion certificate at least one phase of the project is obtained from the NOIDA

(emphasis supplied)

In this case the lead member was not holding 30% of the share in the SPC and till date they have not completed the first phase of the project. But the officials of the Noida authority kept their eyes closed and allowed the allottees to continue the way they wanted.

81. In case of default in depositing the instalments or any payment, interest @ 14% compounded half yearly shall be leviable for defaulted period on the defaulted amount.

(emphasis supplied)

The allottees kept on defaulting in payment of the dues of the Noida authority but no efforts were ever made to recover the principal with the contractual interest from the allottee. In more than a decade only 3 or 4 stray notices have been sent. Even those were nothing but just an eyewash. The officials of the Noida authority have miserably failed to recover the dues. This was nothing but an outcome of the conniving parties, which led to a huge loss to the state exchequer.

82. The Lessee shall be required to complete the construction of minimum 15% of the permissible area earmarked for sports, institutional and other facilities within a period of 3 years from the date of execution of Lease Deed and shall complete the project in phases



within 5 years. However, the residential and commercial development/construction may be completed in phases within 7 years.

(emphasis supplied)

Though the Lessee were obligated to complete the construction of minimum 15% of the permissible area earmarked for sports, etc within a period of 3 years from the date of execution of Lease Deed, no part of this has been done till date. Further, a perusal of the provision also shows that the residential portion was to be developed as a quid pro quo for development of the sports facilities. However, by alienating the allotted land to third parties, money has been siphoned off by the allottees while no such development of the sports facilities has ever been carried out. Noida Authority never asked to complete the sports facilities part of the project either.

83. The Completion Certificate will be issued by the NOIDA on the completion of the project or part thereof in phases and on the submission of the necessary documents required for certifying the completion of the project or part thereof.

(emphasis supplied)

This condition was also diluted by the conniving officials.

84. Without obtaining the completion certificate the lessee shall have the right to sub-divide the allotted plot into suitable smaller plot as per the planning norms of the NOIDA only for the area available for residential and commercial use and to transfer the same to the interested parties, if any, with the prior approval of the NOIDA on payment of transfer charges at the rate prevailing on the date of transfer.



(emphasis supplied)

Here the lessee had the right to sub-divide the allotted plot into suitable smaller plot only for the area available for residential and commercial use, and that too after getting the completion certificate, But here the entire project of sports city was subdivided, and further it was illegally transferred to third parties, without the prior approval of the NOIDA, neither the transfer charges were paid.

85. The NOIDA will monitor the implementation of the project.

(emphasis supplied)

The NOIDA Authority has miserably failed to monitor the implementation of the project.

86. *In the scheme the allotment price was kept far below the the market price of that point of time, as the scheme was for development of the sports facility and for this purpose, the price was purposely kept low so the cost of developing the sports facilities could be set off by developing the residential apartments/commercial area. However, the allottees took the undue benefit of the low price, and after the allotment, without paying the further instalments (which was 90% of the allotment cost) sold it off to smaller builders, by making a huge profit at the cost of Noida authority and the public at large. It was clear from the policy and brochure, that the lead member should be the single largest shareholder having at least 30% share in the Consortium and he was supposed to hold back his 30% shares till they get temporary occupancy or completion certificate of at least the first phase of the project. However, soon after the allotment of project to the Consortium, the Noida authority in*



complete violation of the policy and the scheme, went on dividing/ sub dividing the plots.

87. *The intent of the consortium members was evident from the inception, as the subdivision of plots was clearly part of a calculated scheme. Their aim was to distribute all the advantages and assets of the Sports City among various smaller entities while concentrating the liabilities specifically, the obligation to develop sports facilities into two companies, of which one was the petitioner. The petitioner company claims to have taken a financial assistance by issuing debenture. Since the petitioner had not developed any thing one wonders where has the money been spent. The petitioner company, was pushed into insolvency as part of a broader strategy with the sole intention of defrauding the Noida authority and the State. The persons behind the said companies utilized the land earmarked for recovery of cost to build the sports facilities to third parties in connivance with Noida Authority officials, effectively putting these funds which were earmarked for public use outside the scope of recovery. These lands were meant for generation of revenue to complete the sports facilities, which was required to be put into the intended use.*

88. *No doubt, the sub division of the plot was allowed but it had certain riders and condition attached to it, which were never followed in its true sense and spirit. In this case, the officers of the NOIDA Authority purposely chose to be blind to the attached condition and merely went on bifurcating the entire sports city, with the sole intention of extending undue advantage to the allottees/ Builders.*

89. *Sanction of the map, even if it exists, has to be read along with the scheme and the lease deed as well as the statutory provisions. Any sanction contrary to the provisions of the Act,*



brochure, allotment and lease deed will by itself be a deviation and this deviation being not recognized under the law, hence, the Grundnorm Principle would be applicable.

90. *Therefore, the petitioner cannot claim right unfairly, particularly when, the layout plan was not prepared by the Noida Authority, but was prepared by the petitioner himself and deliberately taken the responsibility of developing the sports facility, though the petitioner had no intention of doing the same.*

91. *From the material on record, it transpires that the promoter of the petitioner company are the same as that of 7 out of 9 consortium members companies, the internal division of the responsibilities, were made in a way that all the cream of the project was parked in smaller entities, and all the liabilities of completing the project into two companies. The intention of the petitioner right from the beginning was not to develop the sports city but just to sell of the smaller creamy portion of the project, and to make money.*

92. *Since in this case there has been a web of companies incorporated by the same promoters and all of his newly incorporated companies applied as a consortium, and there after the share holdings have changed in certain companies without the permission of the authority, contrary to the provisions of the sports city scheme. Hence it is necessary to pierce the corporate veil and see who are the people/entity responsible for the fraud/scam.*

1. INSOLVENCY-LIFTING OF CORPORATE VEIL

93. *In this case the project was allotted to a consortium, surprisingly all the members of the consortium companies were incorporated after the scheme was launched and the promoters of all the companies were same, which goes to show the*



consortium was not a genuine consortium but was made of a group of companies owned by same set of people, who after getting the allotment, got it sub-divided and a development plan was applied and approved in such a way, that all the assets of the Sports City were kept in by various small companies and the liability of developing the sports facility was kept with two companies.

94. *Few of the companies in this consortium have gone into insolvency. The insolvencies of these companies were designed only to avoid payment to Noida Authority, banks/ financial institutions, State of U.P. to find out the actual accused person who was involved in this bungling/fraud, which resulted into the insolvency, it is necessary to lift the corporate veil of the web of these companies. And to see whether they are trying to hide their fraudulent activities and themselves under the mask of the company being a separate juristic personality.*

95. *Out of all the companies, who are involved in the development of the Sports City following four companies have gone into insolvency, which are Mis Sequel Buidcon Pvt. Ltd., M/s Arena Super Structure Pvt. Ltd., M/s Kindle Developers Pvt. Ltd. Mis Three C Green Developers Pvt. Ltd. (petitioner herein). The first three companies named above were assigned the task of developing residential part of sports city. They were the original members of the consortium or their 100% subsidiary companies of the allottees and had only one business of developing the sports city. Surprisingly in all these companies the original promoters were the same (i.e. Niramal Singh, Surpreet Singh Suri and Vidur Bharadwaj). They have collected huge amount of money by selling part of the project to various other entities (by share transfer of various small holding companies). Obviously, this would have been sold at a price. The money*



would have come in the vendor company or any other of its concern or in personal accounts of the promoters (ie Nirmal Singh, Vidur Bhardwaj and Surpreet Singh Suri). Now the question is where did the sale consideration go. This money was for the land which was to be used for generating the revenue to construct the sports facilities. No such facility has been made. The entire sale proceeds were syphoned off and thereafter allowed the petitioner company to slip into insolvency. Definitely, this insolvency is a tailor-made insolvency just to avoid civil and criminal liabilities and to avoid payment of the dues and completing the obligation of developing the Sports City. This is nothing but just a fraud played on Noida Authority as well as on the State and other stakeholders/creditors.

96. Due to the occurrence of the above instances of fraud and irregularities, the law has taken change with its earlier exception that, a company is a separate juristic personality and the liability of the company cannot be recovered from the property of directors. In due course of time, certain exceptions have been carved out in the doctrine of separate juristic personality of the company. The doctrine of 'piercing of corporate veil was initially crystallized in **In Salomon v. Salomon & Co. Ltd. [Salomon v. Salomon and Co. Ltd.]**, the House of Lords had observed, the company is at law, a different person altogether from the subscriber. However, the courts have come to recognise several exceptions to the said rule. While it is not necessary to refer to all of them, the one relevant to us is 'when the corporate personality is being blatantly used as a cloak for fraud or improper conduct'.

97. This doctrine of lifting corporate veil was carved out in be used whenever and wherever the situation so warranted. Lord Denning in **Littlewoods Stores v. I.R.C.**, held



"The doctrine laid down in Salomon's case has to be watched very carefully. It has been supposed to cast a veil over the personality of a limited company through which the Courts cannot see. But that is not true. The Courts can, and often do, draw aside the veil. They can, and often do, pull off the mask. The way with group accounts and the rest And the Courts should follow suit."

98. On the doctrine of "piercing of corporate veil" the Hon'ble Supreme Court in the matter of **State of U.P. v. Renuagar Power Co** has held that, in the expanding horizon of modern jurisprudence, the lifting of the corporate veil is not only permissible, its frontiers are unlimited and ever expanding. It further significantly observed that the lifting of the corporate veil was a changing concept and of expanding horizons.

99. The Hon'ble Supreme Court in **State of Rajasthan and others vs. Gotan Lime Stone Khanij Udyog Private Limited and another** has held as under:

"The principle of lifting the corporate veil as an exception to the distinct corporate personality of a company or its members is well recognized not only to unravel tax evasion (7) but also where protection of public interest is of paramount importance and the corporate entity is an attempt to evade legal obligations and lifting of veil is necessary to prevent a device to avoid welfare legislation(8). It is neither necessary nor desirable to enumerate the classes of cases where lifting the veil is permissible, since that must necessarily depend on the relevant statutory or other provisions, the object sought to be achieved, the impugned conduct, the involvement of the element of the public interest, the effect on parties who may be affected etc."



100. The principle of lifting the veil of corporate personality has been upheld in **Subhra Mukharjee & another v. Bharat Cooking Coal Ltd. & another; Calcutta Chromotype Ltd. vs. Collector of Central Excise Kolkata", New Horizon Ltd. & another vs. Union of India and others", C.I.T. vs. Meenakshi Mills Ltd. Madura"; Telco & ors vs. State of Bihar Juggi Lal Kamlapat vs. Commissioner of Income Tax, U.P.**

101. Hon'ble Supreme Court in the matter of **Delhi Development Authority v. Skipper Construction Company (P) Ltd. & Another"** has been pleased to hold that lifting the corporate veil of the companies, forfeiture and attachment of property acquired by illegal and corrupt means by the builder behind the corporate veil as also properties of the family members can also be ordered by the Court.

102. The modus operandi of the promoters of the petitioner company is consistent. They get the plot allotted from Noida, do not pay the dues of Noida Authority, syphon of the money from the company and then push the company, which is to execute the public facilities part of the project into insolvency to avoid implementing the project and to avoid payment to the **creditors** and also to avoid civil and criminal liabilities. The High Court, in the matter of **Nirmal Singh Vs State of U.P. bearing Writ C no 41110 of 2019**, had noticed the same trend by the same set of promoters in the judgment and order dated 29.02.2024.

103. This Court also finds that though it was a mandate given to the Noida Authority and it was their duty to ensure proper implementation of the Sports City, the Noida Authority has failed to oversee the implementation of the Sports City. For the past so many years the construction of group housing was being carried



out and no sports facility was being developed. Still, the Noida Authority kept its eyes closed and allowed the builders to continue with the group housing project without even developing the sports facilities.

104. *It is quite surprising to note that if the petitioner and other consortium members had no physical possession of the land, how could they apply for the sanction of map which were approved by the Noida Authority. There are two other things worth noticing. Firstly, the land on which the residential/commercial development is to take place is contiguous to the plot for sports facilities, therefore, to say that approach road is not made available for sports facilities is thus just an attempt to mislead the court. Secondly, the brochure clearly gives a breakdown of different facilities to be constructed in the sports facility, hence, some of these facilities could have been developed by the petitioner to demonstrate its bonafide. But apparently no sports facilities in the Sports City was constructed.*

105. *The intention of the sports city scheme was not to allot small plots to small builders fly by night operators, then why did Noida Authority divided the plots into smaller holdings and allotted to various companies. The sub division of the sports city was carried out and Sub leases were granted to companies who were not even eligible to bid for the project. Noida Authority allowed to do thing indirectly what could not have been done directly.*

106. *Undoubtedly, the petitioners had failed to pay the premium as per the term of the lease deed for paying the instalments. The officials of the Noida Authority never asked for the payment. The record shows that a notice was sent in 2015, another in 2019 and a third one in 2023 asking the petitioners to pay the*



instalments. These notices were nothing but an eyewash. We are shocked to see the conduct of the Noida Authority that in spite of the repeated failures, no action has been taken by the Noida Authority to recover its dues, neither they took any action for the cancellation of allotment nor any action was taken against the officials, who were involved in this scam.

107. *The action of the officials of the Noida Authority is highly questionable. In fact, the entire process of allotting Sports City to the petitioners and in the implementation of the Sports City, there were large scale bungling and a huge benefit was extended to the builders by the conniving officials of the Noida Authority. Shockingly, no action is taken against the builders and the conniving officials whose deeds have resulted in such a huge scam.*

J. ZERO PERIOD

108. *The most surprising thing is that on 70% of the land area sports facility was to be developed and on the remaining 30% residential/commercial activity was permitted. Every builder is seeking benefit of zero period on the ground of encroachment. The question arises, as to how the encroachment were on an area where he was supposed to develop sports facility and there was no encroachment on the area where residential/commercial structure had to come up. When there was an opportunity to collect money by launching residential/commercial tower there was no encroachment or unavailability of infrastructure by Noida Authority, but when it came to develop sports facility, there was an excuse of encroachments. This theory set up by the builder are not at all believable. If there was no infrastructure available or there was encroachment, then they ought not have sold/booked the flats and if they were doing so without informing*



the homebuyers, then that amounts to committing a fraud on the homebuyers.

109. *Further the affidavit filed by the Noida Authority shows the date on which each of the allottee were given possession and the same was clear of any encroachment only in few cases there were very small encroachments. Had the builders started construction of sports facility on other areas and had they come to the Court with clean hands, this Court would have certainly treated the cases of the builders sympathetically. But, this is not a case here, the builders are raising this ground just to buy further time. Their conduct right from the day one was to deceive the homebuyers, banks, Noida Authority and not to pay them and not to carry out their obligations and for that they are playing every possible tricks.*

110. *As per the scheme, three years' time was granted for developing the first phase and five years for the development of the entire sports facility. This delay could not be explained. Even assuming there were some encroachments still major portion of the sports city project land were handed over to the allottees and the allottees, who had bifurcated the land amongst themselves, could have started development of project on the land over which there was no encroachment. However, they chose not to do so and Noida Authority also did not ask them to do so.*

K. SCAM

110. *This is a case where every action of the Noida Authority smacks of corruption and scam in collusion with the builders since inception of the Sports City Project. The entire process of development of the Sports City including conceiving the scheme, allotment, execution of the lease deed, sanction of map/ plan, and implementation of just one part of the sports city was all an*



outcome of malafide intentions. The allottees /builder in connivance with the NOIDA official had played a huge fraud and victims are Noida Authority, State of UP. and the Home buyers.

111. *The most shocking part is the entire scam and fraud were carried under the aegis of the Noida Authority and, one after another, the officials kept mum and allowed the scam to continue. The allotment was made in the year 2011 and for the first time it was unearthed sometime in the year 2020, when the CAG carried out an audit. Shockingly for the last 9 years, the senior officials of the Noida Authority and the State were well aware of the scam and fraud and they allowed the affairs to continue and no action has been taken against them. They failed to see that the allottees were doing nothing towards the development of the sports facility, whereby the group company of the petitioner kept on selling to the subsidiary companies. which made huge amount by way of sale of land (by transferring the shareholdings of the subsidiary companies), but did not pay the dues of the Noida authority.*

112. *Even after the Master Plan was sanctioned on 16.06.2014, neither there was development of any sports facility over the project land nor the officers of Noida Authority even hothered to insist for the same from the allottees/builders. When the entire land was given, then why the allottee did. not complete the sports facility within the stipulated time. Nothing has been done for development of sports facilities and the officers of Noida Authority kept their eyes closed and none of them ever made any serious and sincere effort to get the sports facilities developed. At the same time they chose to be mute spectators and allowed the builders/sub-lessees to start construction of ancillary part of the project (residential). Construction of multi-storey buildings commenced right under their nose and still they did not make*



any effort to ensure development of the sports facilities which was the main part of the project.

1.. FRAUD

113. *The corporate frauds specially in the insolvency case happens when the management individuals within or associated with the company are engaged in illegal practices and had failed to fulfil their fiduciary duty. which ultimately leads to insolvency and in such a case the stakeholders affected by such fraud including creditors and consumers become the victim of such fraud. Addressing this issue requires multifaceted approach.*

114. *It is apparent from the scheme that when it was formulated and allotment was made it was pre meditated design, wherein allottee wanted to get the land allotted only by paying 10% then get the benefit of zero period, in the meanwhile collect money from various financial institutions and without even developing the project go into insolvency. The officers of Noida Authority were completely hand in glove to this sinister design. They were part of fraud. They had approved the first consolidated lay out Plan wherein they have individually recognized the role of different companies and knowingly kept the development of all sports facilities in two companies, never followed on the development of the sports facilities in the sports city, never asked the allottees to pay their dues, and allowed the haphazard constructions which were completely contrary to the scheme, brochure conditions, and the conditions of the allotment and lease deed.*

115. Fraus Omnia Vitiat- Fraud vitiates everything: *The corporate fraud, which includes malpractices, breach of financial duty, financial manipulation, asset diversion siphoning off funds and the government failure, which results into undue advantage*



and illegal gains to the people calling the sort in the company would come under the ambit of corporate fraud.

116. The Hon'ble Supreme Court in the matter of **Udgar Gagan Properties Limited v. Sant Singh and others** wherein it has been held that the petition under Article 226 of the Constitution of India is maintainable as it is only a rule of practice based on sound and proper exercise of discretion and not a jurisdictional bar. The Court can quash an illegal action based on fraud or abuse of process of law. Ref; **Madhukar Sadhha Shivarkar (D) by Lrs. v. State of Maharashtra & ors.**

117. In the Law Lexicon, Second Edition (Reprint) 2001 by Sri P. Ramanatha Aiyer, it is observed that 'abuse of process of court generally applies to proceeding wanting in bona fides and is frivolous, vexatious or oppressive wherein a person abuses the process of law for his personal advantage". Such kind of proceedings would fall under the ambit of fraud.

118. The fraudulent actions of builders and the connivance of Noida Authority officials resulted in significant financial losses to the State Exchequer and particularly the Noida Authority, along with severe exploitation of homebuyers. The key elements of this fraud are as follows:

a) Manipulation of Allotment Process

Builders secured large land parcels by paying only 10% of the premium, gaining allotments at undervalued rates.

Despite failing to pay the remaining installments, builders were allowed to get maps sanctioned and proceed with collecting money from homebuyers.

Officials of Noida Authority deliberately ignored these violations and provided undue leniency to builders, allowing them to exploit the scheme without fulfilling their obligations



(b) Failure to Develop Sports Facilities

Builders made no effort to initiate the construction of sports facilities, which were the primary objective of the Sports City project

Claims of encroachments were used as excuses to delay sports facility construction.

Obligation to construct sports facilities was entrusted to dummy companies which were pre-destined to fail.

(c) Active Connivance of Noida Authority Officials

Officials at all levels of the Noida Authority knowingly allowed these fraudulent practices to continue.

They failed to monitor project implementation, recover outstanding dues, or enforce compliance with the terms of the scheme.

Their inaction, even after repeated violations, enabled the systematic defrauding of the State Exchequer and homebuyers.

Sub-Division and Sale of Plots

Builders subdivided the allotted plots and sold them to other business houses or developers at a premium, making substantial profits while avoiding payment of full premiums to Noida Authority

This practice not only violated the terms of the allotment but also caused significant losses to the State Exchequer.

M. PIERCING OF ADMINISTRATIVE VEIL

119. *It is just not a case of piercing corporate veil containing of purchasers behind the scam but also a case where there should be piercing of administrative veil and see who were the officers/officials involved who had bent all the rules and*



regulations and allowed these scamsters to scam Noida Authority. Piercing the administrative veil is also important in order to see, who were the officers on top, who were involved in this, and on whose behest everything was carried out. If we just go by the person who has approved the map or took no action to get the instalments paid, then it will be like catching up small fish and allowing big ones who are actually responsible for such a big scam to go scot free. Each and every person, who was involved in decision making, and implementation, or keeping his eyes closed and allowed the scam to happen should be held accountable and suitable action should be taken against them. To utter shock of this Court, there is not even an FIR against such officers/officials. The Government's valuable resource has been lost

120. Even till date, no effort has been made by Noida Authority to recover its outstanding dues or the instalments from the date when it became due and it is a matter of enquiry as to why no action was taken against these companies for payment of dues. One would wonder what was the reason why for such a long period all the officers posted/connected with the instant matter kept silent and nobody ever asked payment of the installments which fell due. Or pursued the development of the sports city. When this question was asked by Noida Authority, no plausible reasons were given by them.

121. The first scam was done by the NOIDA Authority in allowing bifurcation of the plots into small plots and sold it to other small builders, who independently were not even qualified to make a bid, which caused loss to the State exchequer, as the fresh allotment was made treating it to be a Group Housing Plot, and also no stamp duty was paid for the transfer which caused further loss to the State exchequer. The plot was allotted at a very low price. Sale thereof would definitely have been at a premium.



122. *The Hon'ble Supreme Court in the matter of **Secretary, Jaipur Development Authority, Jaipur v. Daulat Mal Jain and others** has held that when a Government in office misuses its powers figuratively, we refer to the individual Minister/ Council of Ministers who are constituents of the Government. The Government acts through its bureaucrats, who shapes its social, economic and administrative policies to further the social stability and progress socially, economically and politically. Actions of the Government, should be accounted for social morality. Therefore, the actions of the individuals would reflect on the actions of the Government.*

123. *The Noida Authority's failure to enforce compliance, recover dues, and monitor project implementation demonstrates gross negligence despite the Comptroller and Auditor General's (CAG) report highlighting irregularities and no action has been initiated against delinquent officials makes Noida Authority accountable for the same. The Supreme Court in **Union of India v. Hindustan Development Corporation**" held that public authorities can be held accountable for creating legitimate expectations that are later breached. The project facility has not been constructed or delivered to the public despite advertisement.*

N. SCOPE OF JUDICIAL INTERFERENCE

124. *One of the points that falls for determination is the scope of judicial interference in matters of administrative decisions, administrative action of the State and its instrumentalities. What we have to ascertain now is whether the decision of the authority in allotment, implementation and development of the project was exercised in good faith or was done with malafide intentions to grant undue benefits to the builders.*



125. *The Hon'ble Supreme Court in the matter of **Udgar Gagan Properties Limited Vs. Sant Singh** has been held that the petition under Article 226 of the Constitution of India is maintainable as it is only a rule of practice based on sound and proper exercise of discretion and not a jurisdictional bar. The Court can quash an illegal action based on fraud or abuse of process of law.*

126. *Normally the court would not have intervened in the administrative decisions, nor gone beyond the prayer made in the writ petition going **through the facts as taken in the pleadings it is clear that** the action of the Noida authority, right from the inception of the sports city project was marred with unfairness, irrationality and illegality and fraud. The administrative decision taken were completely contrary to the scheme of the project, contrary to the terms of the brochure, terms of the lease and the allotment letter, which had caused a huge loss to the state exchequer, hence we had no option but to intervene in the instant matter.*

127. *Looking into the public interest involved, the court is escalating the limits of this writ petition, and going beyond the prayer made in the writ petition. Court has the power to pass orders and to go beyond the prayer for substantial justice, and to take judicial notice of facts that are presented during the course of a case and pass appropriate directions. These facts show that not only is the Petitioner approaching the Court with unclean hands, the hands of officers of the Noida Authority are equally sullied. This has caused loss of resources (land on which development was permitted as quid pro quo for the development of the sports facilities), loss of revenue (payment of lease rent, interest and penalty) and loss of public facilities (as the sports facilities have not been made).*



128. *The intention behind the Government actions and purposes is to further the public welfare and the national interest. Public good is synonymous to protection of the interests of the citizens as a territorial unit or nation as a whole. It also aims to further the public policies. The limitations of the policies are kept along with the public interest to prevent the exploitation or misuse or abuse of the office or the executive actions for personal gain or for illegal gratification.*

129. *The so-called public policy cannot be a camouflaged for abuse of the power and trust entrusted with a public authority or public servant for the performance of public duties. Misuse implies doing of something improper. The essence of impropriety is replacement of a public motive for a private one. When satisfaction sought in the performance of duties is for mutual personal gain, the misuse is usually termed as corruption. The holder of a public office is said to have misused his position when in pursuit of a private satisfaction, as distinguished from public interest, he has done something which he ought not to have done.*

O. CHI INQUIRY

130. *This case can be a case study of the dirty nexus of the builders and the officials of the Noida Authority, where benefits after benefit were doled out to the builders, which was completely contrary to the Scheme, MOA and the implementation of the Sports City Scheme. In last so many years in the Noida Authority a number of officers would have come and gone and surprisingly no one blew a whistle to the scam, or took any action against them, and did no efforts to recover the outstanding dues, and continued to extend undue benefits / favors to all the allottee/ sub-lessees of the sports city, which was contrary to the interest of Noida Authority/Bank and the State Government.*



131. What is most shocking is CAG unearthed the scam in 2021, but till date Noida Authority or the State Government have not lodged a single FIR against any of the officials, who were involved in the scam. No effort has been made to retrieve the losses, only a notice was sent in 24.07.2023 asking the builders to pay the outstanding premium. However, no action has been taken to recover the dues. This shows how influential the builder lobby is, and how well entrenched there are in the government system.

132. The Court will not be wrong to say that the efforts are made to shield the corrupt officers and also the builders who had made huge amount of money by defrauding the State Government, Noida Authority.

133. The court also realises that all investigations cannot be entrusted to the CBI. The courts should infact be reluctant in straight away referring the matters to CBI. However, in view of the possibility of involvement of high functionaries, a CBI enquiry is more desirable.

134. The Hon'ble Supreme Court has, in **Disha v State of Gujarat**, found justification in transferring matters to CBI or other Special Agencies when powerful and influential persons or State Authority are involved in the investigation and in cases where an investigation is not likely to go in the proper direction or be biased. This resort, the Hon'ble Court holds, is to lend credibility to the final outcome. Considering that successive officers on various key positions in an institution like Noida Authority and State Government have turned the blind eye to monumental failure on the part of the allottees, and several of these officers are in important and high positions now, a direction to an independent agency to investigate the matter at hand would be appropriate.



This is more so in view of the report of the CAG, on which no action has been taken either by the State or Noida Authority.

135. The Hon'ble Supreme Court in the matter of **State of West Bengal v. Committee for Protection of Democratic Rights, West Bengal**", has held as follows-

"70. Before parting with the case, we deem it necessary to emphasise that despite wide powers conferred by Articles 32 and 226 of the Constitution, while passing any order, the Courts must bear in mind certain self-imposed limitations on the exercise of these constitutional powers. The very plenitude of the power under the said articles requires great caution in its exercise. Insofar as the question of issuing a direction to CBI to conduct investigation in a case is concerned, although no inflexible guidelines can be laid down to decide whether or not such power should be exercised but time and again it has been reiterated that such an order is not to be passed as a matter of routine or merely because a party has levelled some allegations against the local police. This extraordinary power must be exercised sparingly, cautiously and in exceptional situations where it becomes necessary to provide credibility and instil confidence in investigations or where the incident may have national and international ramifications or where such an order may be necessary for doing complete justice and enforcing the fundamental rights. Otherwise CBI would be flooded with a large number of cases and with limited resources, may find it difficult to properly investigate even serious cases and in the process lose its credibility and purpose with unsatisfactory investigations."

136. The Hon'ble Supreme Court in the matter of **Minor Irrigation & Rural Engg. Services, U.P. v. Sahngoo Ram**, has held that an order directing an enquiry by CBI should be passed only when the High Court, after considering the material on record, comes to a conclusion that such material does disclose a *prima facie* case calling for an investigation by CBI or any other similar agency.



137. The Hon'ble Supreme Court in the matter **K.V. Rajendran v. Superintendent of Police, CBCID** has held as follows-

"13. The issue involved herein, is no more res integra. This Court has time and again dealt with the issue under what circumstances the investigation can be transferred from the State investigating agency to any other independent investigating agency like CBL. It has been held that the power of transferring such investigation must be in rare and exceptional cases where the court finds it necessary in order to do justice between the parties and to instil confidence in the public mind, or where investigation by the State police lacks credibility and it is necessary for having a fair, honest and complete investigation", and particularly. when it is imperative to retain public confidence in the impartial working of the State agencies."

138. The Hon'ble Supreme Court in the matter of **Sakiri Vasu v. State of U.P.** has held as follows:

"31.... this Court or the High Court has power under Article 136 or Article 226 to order investigation by CBI. That, however, should be done only in some rare and exceptional case, otherwise, CBI would be flooded with a large number of cases and would find it impossible to properly investigate all of them."

139. The Hon'ble Supreme Court in the matter of **Rubabbuddin Sheikh v. State of Gujarat**, has held that when the accused are very senior officers of the state then, the investigation by the State investigating agency may not be satisfactorily held. Thus, in order to do justice and instil confidence in the minds of the victims as well of the public, the State police authority could not be allowed to continue with the investigation when allegations and offences were mostly against top officials. Then the investigation should be handed over to any other independent investigating agency.

140. In view of the above, this Court has no other recourse but to refer the investigation to the CBL The CBI would also investigate



the role of all the persons involved in this scam. We hope and trust that the investigation would be carried out and completed expeditiously.

P. CORPORATE INSOLVENCY

141. *In the case of the petitioner the corporate insolvency process initiated seem to be tailor made, and is nothing but outcome of a nefarious design, of the petitioner and the fraud committed by the promoter/ management of the petitioner company, to keep away from the entire responsibility of development of the sports facility of the sports city project. Here the promoters of the petitioner had made a web of companies and they requested to execute various lease deeds with the other member/ subsidiary companies, which were wholly owned and controlled by the promoters (namely, Nirmal Singh, Surpreet Singh Suri and Vidur Bhardwaj). On their request, Noida Authority had executed various sub-leases but it seems over a period of time they have sold off the companies/transferred the shares to third party/entities even without taking permission from Noida Authority as well as without completing the first milestone of the project, which was pre-condition of such transfer.*

142. *The insolvency was a strategic manoeuvre designed solely to evade liabilities and shirk the responsibility of providing the promised sports facilities.*

143. *The question now is, as to whether the company which has gone into insolvency can be prosecuted for the offences done by the company in defrauding Noida Authority as well as the state and other stake holders /creditors.*

144. *The intention of Insolvency and Bankruptcy Code was not to allow the unscrupulous promoters to siphon away the money and then take the illegal advantage of the law and initiate, insolvency*



proceeding just to avoid to fulfil their obligations and also to avoid civil and criminal liabilities. Creation of companies for short periods and specific purposes leads to the futility of their resolution and even insolvency. It only carries liabilities which will extinguish or greatly diminish with the resolution/ liquidation process. This cannot have been the intention behind IBC.

145. *The progress of law is seldom able to keep up with devices of misuse or provide for every eventuality. As such, in Common Law jurisdictions, the Judiciary has the power, and the duty, to fill the gaps that are exposed on a case-to-case basis, keeping the object of the statute in mind. The object of the Insolvency and Bankruptcy Code, 2016 (IBC) is, inter alia maximization of value of assets of a corporate debtor, promotion of entrepreneurship. availability of credit and to balance interest of all stakeholders including the government. It is not the intent of IBC to allow parking and obliteration of loss or liability by resorting to CIRP. Such course of action would be an act of fraud on the statue. The intent of IBC is never to hamper the project of national importance.*

146. *The IBC is still evolving both in India and abroad. In fact, the United Nations Commission on International Trade Law has set up a Working Group V to fill up the void in Insolvency Law pertaining to insolvency of enterprise groups, on this issue the inter-dependence of (corporate) group members across different countries to provide for cross-border insolvency law guidelines. This need to fill up the void in the I.B. Code has also been recognized by the Government of India, Ministry of Corporate Affairs vide public notice dated 18.06.2018.*

Q. EFFECT ON CONSORTIUM WHEN A MEMBER OF THE CONSORTIUM GOES INTO THE INSOLVENCY



147. *As far as the insolvency of a member of a consortium is concerned, very few jurisdictions have any laws on the said subject matter. No significant development has come in the international law pertaining to the same which would give guidance in such situations. The present case thus presents a very interesting, and novel, legal question.*

148. What will be the effect on a Consortium when a Member of the Consortium goes into insolvency under the Insolvency and Bankruptcy Code, 2016?

149. *We are constrained to pass guidelines in the instant case as the Insolvency and Bankruptcy Code, 2016 is silent qua the rights of other consortium members, in case one of the members goes into insolvency. Since the companies of consortiums apply in development of mega projects and if this vacuum is not filled, even solvent companies, which are members of the consortium might be pulled into insolvency because of insolvency of one of the consortium members. As the insolvent member would not be able to complete its part of the project and non completion of the project will definitely impact the other companies, who are the Members of the Consortium. The object of IB Code, 2016 is not to pull a solvent company into insolvency.*

R. RECOMMENDATIONS

150. *On the basis of analysis of law made in the foregoing paragraphs, we consider it appropriate to lay down the following recommendations in response to the question framed in Para 148:-*

"(a) As a measure of first recourse, the IRP shall communicate to the company and the Authority for seeking Company's willingness continue to perform its functions/ obligations in the contract awarded to the



consortium of which the said company is a member. This would be in furtherance of the functions of the IRP under Section 20 of the IBC. This communication shall be done within a maximum period of 4 weeks of commencement of CIRP and shall be independent of the constitution of CoC. If no such intention communicated within the said period, it will be presumed that the company is unwilling participate in the subject project

(b) If the IRP, on an assessment of the capabilities of the Company (consortium member facing CIRP), is of the opinion that the said company cannot usefully or meaningfully participate in the business of the consortium, he shall so communicate to the other consortium members and the Authority (for the said project) within the period provided in para (a) above. The other consortium members (jointly severally) shall then have an option undertake the remaining project their own and complete the same. The exercise of the option by the consortium members to complete the project shall be done within a period of 4 weeks, which shall commence either from the expiry of the 4 week period mentioned in para (a) above (in the event communication is received from the IRP) or within 4 weeks from the communication of the IRP to the effect that the said company is not in a position to participate in the business of the consortium.

(c) If the consortium members fail to communicate their willingness to complete the project on their own and without the participation of the member facing CIRP or express their inability to complete the said



project, the Authority shall make alternate arrangements to ensure timely completion of the project."

151. *These guidelines have been laid down bearing in mind the completion of the project and also to secure the interest of all the stakeholders.*

S. DIRECTIONS

152. *In view of the aforementioned facts and circumstances, this Court issues the following directions:*

(a) The parties hereto are directed to take steps in accordance with the recommendations made in para 150 of this judgment in the interest of expeditious completion of the subject project, and

(b)The Central Bureau of Investigation (CBI) is hereby directed to lodge a complaint against all the conniving officials of the Noida Authority and the allottees builders involved in allotment, development, sanction of Sports City Project and any other person who may be involved in the present scam.

(c) However, considering the overall conduct of the parties, we refuse to exercise our discretionary jurisdiction under Article 226 of the Constitution of India to accord any relief prayed for in the instant writ petition.

(d)With the aforementioned directions, this petition stands disposed of.

(e) Parties to bear their own costs."

30. As in terms of the provisions of Section 31(6) of the Code, the proceedings cannot be continued/instituted qua the assets of the CD, since in the present



case, valuation of assets of the CD was found nil, the CD would not be entitled to claim benefit of Section 31(6) qua any of the assets claiming the same as assets of the CD and any of the assets found in the record of CD in future would be available to be claimed by creditors/legitimate claimants. In the backdrop of the aforementioned factual position, discussion, analysis and findings, **the IA-30/2026 filed by the Applicant/ RP for approval of the Resolution Plan is allowed.** The Plan submitted by the SRA, certified by the RP by issuing a certificate in the prescribed form, viz. Form “H”, is approved. It is directed that the SRA shall implement the plan as per the timelines indicated in the Resolution Plan.

31. As a sequel, we issue the following directions: -

- i.** The approved Resolution Plan shall become effective from the date of passing of this Order and shall be implemented strictly as per the terms of the plan and implementation schedule given in the Plan;
- ii.** The SRA/CD would be entitled to any relief or concession.
- iii.** As the value of the assets of the CD has been assessed as nil and the SRA has submitted the Resolution Plan with such value, it will have no right or claim on any of such assets, value of which has been assessed as nil. The creditors would be entitled to assert their claim and right on such assets, which are valued as nil as also on such assets which are not disclosed in IM as also in Valuation Report.
- iv.** The SRA will also have no claim or entitlement on any of the units including on flat no. 2301 (Tower FS 15th Level).



- v.** As the valuation of assets of the CD has been nil, no clean slate principle would apply to any of the assets reflected in books of the accounts of the CD qua which the creditors/claimants would like to assert their right, as the CIRP cannot be resorted to facilitate money laundering or to dupe the secured/unsecured creditors.
 - vi.** The order of the moratorium in respect of the corporate debtor passed by this Adjudicating Authority under Section 14 of the IBC, 2016 shall cease to have effect from the date of passing of this Order;
 - vii.** The SRA shall act in terms of the provisions of Section 31(4) of the IBC, 2016;
 - viii.** The Monitoring Committee shall file progress report/s regarding the implementation of the Plan before this Tribunal, every month;
 - ix.** The RP shall forward all the records relating to the conduct of the CIRP and the Resolution Plan to the IBBI for its record and database;
 - x.** The RP shall also forthwith send a copy of this order to the participants and the Resolution Applicant. He would also send a copy of this order to the ROC concerned within 15 days of this order, and
 - xi.** The RP shall intimate each claimant about the principle or formulae, as the case may be, for payment of debts under the Plan.
- 32.** The Court Officer and Resolution Professional (RP) shall forthwith make available/send a copy of this Order to the CoC and the Successful Resolution Applicant (SRA) for immediate necessary compliance.



33. A copy of this Order shall also be sent by the Court Officer and the Applicant to the IBBI and RoC for their record.

34. The plan is approved, subject to the condition that the Applicant will furnish another performance bank guarantee for an amount of Rs.1,25,000/- to the monitoring committee.

35. A copy of this order be also sent to the office of Director CBI, Director ED, as also to CEO NOIDA for being taken note of in the pending investigations qua the affairs of Three C Group of the Companies, as when in certain companies of Three C Group, the homebuyers are not getting the units allotted to them, in certain other companies the money/land is parked without there being any homebuyers. Both the Court Officer and RP would do the needful.

36. The IA stands disposed of.

**Sd/-
(BANWARI LAL MEENA)
MEMBER (T)**

**Sd/-
(ASHOK KUMAR BHARDWAJ)
MEMBER (J)**

Iqraa/Vishal