NATIONAL COMPANY LAW APPELLATE TRIBUNAL
PRINCIPAL BENCH, NEW DELHI

Company Appeal (AT) (Insolvency) No. 613 of 2022

(Arising out of Order dated 03rd February, 2022 passed by National Company Law Tribunal, Cuttack Bench, Cuttack in I.A. (IB) No. 125/CB/2021 in CP No. 44/CTB/2019)

IN THE MATTER OF:

TP CENTRAL ODISHA DISTRIBUTION LIMITED,
Represented by its Authorized Signatory
2ND Floor, IDCO Tower, Janpath,
Bhubaneshwar – 751022
Email: ashish.kumar@tpcentralodisha.com

...Appellant

Versus

1. **M/S COS BOARD INDUSTRIES LIMITED,**
Through its Resolution Professional,
Jagatpur (new) Industrial Estate, Phase – II,
Cuttack – 754021
cosboardbimal@gmail.com

Mr. Umesh Chandra Sahoo,
Resolution Professional of M/s Cos Board Industries Limited,
R/o Plot No. 4, 2ND Floor, Snowdrop Apartment,
Cuttack Road, Jharpada, Bhubneshwar
info@nayadarshan.com

2. **M/S BIMAL INDUSTRIES,**
Through its Managing Director
New Industrial Estate,
Jagatpur, Cuttack, 754021
Email: bimalgroups@gmail.com

3. **M/S HIRA WASTAGE SUPPLY CO.**
Through its Managing Director
Jaunliapatty Telengabazar
P.S. Purighat, Cuttack – 753009
E- info@nayadarshan.com

...Respondents

Appellant: Mr. Rajeeve Mehra, Sr. Advocate with Mr. Anand Kumar Shrivastava, Ms. Amrita Bakshi, Advocates.

Respondent: Mr. Rakesh Wadhwa, Mr. Himanshu Gupta, Advocates for R-1, 2.

With

Company Appeal (AT) (Insolvency) No. 795 of 2022

(Arising out of Order dated 07th April, 2022 passed by National Company Law Tribunal, Kolkata Bench, Kolkata in I.A. (IB) No. 532/KB/2021 in CP No. 1214/KB/2018)

IN THE MATTER OF:

TP NORTHERN ODISHA DISTRIBUTION LIMITED,
Through its Authorized Representative
Address: GV6R + 8VJ, Emami ByPass, Kalidaspur,
Balia, Balasore, Odisha – 756019
Email: deepak.hota@tpnodl.com
Phone : +91 9438906011

...Appellant

Versus

1. **M/S ROHIT FERRO TECH LIMITED,**
Through its Resolution Professional,
Represented through Mr. Supriyo Kumar Chaudhary
C/o BDO India LLP
1st Floor, Tata Centre, 43, Jawaharlal Nehru Road
Kolkata, 700071, West Bengal
Email: supriyochaudhary@bdo.in
Phone +91 7003855083

2. **M/S TATA STEEL MINING LIMITED,**
Through its Managing Director
1st Floor, Tata Centre, 43, Jawaharlal Nehru Raod
Kolkata, 700071, West Bengal
Email: alok.panda@tatasteelmining.com
Phone: 033-2288-7051

3. **GRIDCO LIMITED**
Through its Authorized Representative

7RVR+9P3, GRIDCO Ltd., Janpath,
Bhoi Nagar, Bhubaneswar, Odisha 751022
Email: ashokmishra66@rediffmail.com
Phone 0674 – 2540877

4. STATE BANK OF INDIA, STRESSED ASSETS MANAGEMENT BRANCH – I,
Through Authorized Representative
Nagaland House, 8th Floor, 11th & 13th
Shakespeare Sarani, Kolkata – 700071

Also at:
State Bank of India
Through its Authorized Representative
Corporate Centre, State Bank Bhavan,
Madawe Cama Road, Nariman Point, Mumbai
Maharashtra – 400021
Phone : 022 22740440
Email: cgm.ans@sbi.co.in dgm.ans@sbi.co.in

...Respondents

Appellant:	Mr. Rajeeve Mehra, Sr. Advocate with Mr. Anand Kumar Shrivastava, Ms. Amrita Bakshi, Advocates.
Respondent:	Mr. Abhijeet Sinha, Mr. Udit Mendiratta, Ms. Niharika Sharma, Mr. Shivkrit Rai, Mr. Tejas Jha, Advocates for R-2. Mr. Namit Saxena and Mr. Avnish Maithani, Advocates for R-3. Mr. Aditya Vikram Singh and Mr. Vasu Manchanda, Advocates for R-4. Ms. Ankita Bajpai, Advocate for R-1.

J U D G M E N T

ASHOK BHUSHAN, J:

1. These two Appeals raising common questions of fact and law have been heard together and are being decided by this common Judgment.

2. Company Appeal (AT) Ins. No. 613 of 2022 has been filed challenging the Order dated 03.02.2022 passed by National Company Law Tribunal, Cuttack Bench by which order the Application filed by the Resolution

Professional for approval of the Resolution Plan has been allowed and the Resolution Plan submitted by the Resolution Applicant has been approved.

3. Company Appeal (AT) Ins. No. 795 of 2022 has been filed against the Order dated 07th April, 2022 passed by National Company Law Tribunal, Kolkata Bench by which order the Resolution Plan submitted by the Resolution Applicant has been approved by the Adjudicating Authority.

4. We may now proceed to notice the brief facts giving rise to these Appeals.

5. Company Appeal (AT) Insolvency No. 613/2022: -Corporate Insolvency Resolution Process was initiated against the Corporate Debtor by Order dated 16.12.2019 in CP.(IB) No. 44/CTB/2019. In response to the Public Announcement made by the Interim Resolution Processional in the CIRP, the Appellant submitted its claim in Form-B in the capacity of the Operational Creditor for total amount of Rs. 8,59,08,466/-. Resolution Professional admitted the claim of Appellant of Rs. 6,68,51,466/-. Successful Resolution Applicant in CIRP submitted a Resolution Plan which was approved by the Committee of Creditors on 30.10.2021 and Resolution Professional filed an Application for Approval of the Resolution Plan which was allowed by the Adjudicating Authority vide Order dated 03.02.2022. The Resolution Applicant wrote to the Executive Engineer that as per the Resolution Plan, the Appellant is entitled for Rs. 3,71,372/- towards full settlement of its claim. Appellant aggrieved by the order dated 03.02.2022 has filed this Appeal.

6. Company Appeal (AT) Insolvency No. 795 of 2022:-Corporate insolvency Resolution process was commenced against the Corporate Debtor-Rohit Ferro

Tech Limited vide Order dated 07.02.2020 by NCLT, Kolkata Bench. During CIRP, erstwhile NESCO Utility submitted a claim in Form-B for total amount of Rs. 108,44,39,632/-. After publication of Form-G, the Resolution Plans were received. Resolution Plan submitted by Tata Steel Mining Limited came to be approved by the Committee of Creditors with 100% voting share. The Appellant was paid an amount of Rs. 69,22,042/- as against total claim of Rs. 108,44,39,632/-. The Adjudicating Authority vide Order dated 07.04.2022 approved the Resolution Plan. Aggrieved by the said order, this Appeal has been filed.

7. We have heard Shree Rajeeve Mehra, Sr. Advocate with Mr. Anand Kumar Shrivastava for the Appellants in both these Appeals, Shree Rakesh Wadhwa has appeared for Respondent Nos. 1 and 2 in C.A.(AT) Ins. No. 613 of 2022, Shree Abhijeet Sinha has appeared for Resolution Applicant in C.A.(AT) Ins. No. 795 of 2022. We have also heard Ms. Ankita Bajpai, Learned counsel for the RP in C.A.(AT) Ins. No. 795 of 2022.

8. Learned Counsel for the Appellant in support of both the Appeals submits that the Resolution Plan approved by the Adjudicating Authority is not in consonance with the provision of I&B Code, 2016. It is submitted that as per Section 30 of the Code and Regulation 38 of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, Operational Creditor must be given fair and equitable treatment in the distribution of the amount whereas the amount allocated to the Appellant in both the Appeals is 0.5 and 1% respectively of their entire admitted claim. It is submitted that Resolution Plan approved by

the Adjudicating Authority is discriminative in the distribution of the proposed amount to the Operational Creditor vis-à-vis Financial Creditors. Financial Creditors have been given much higher amount. It is further submitted that Resolution Plan is in contravention of the OERC Distribution (Conditions of Supply) Code, 2019. It is submitted that Electricity Charge is a charge under the premises which is recoverable from the licensee/supplier. It is submitted that payment of electricity charge thus can not be denied as per the Regulations framed under the Electricity Act, 2003. Electricity Charge is statutory dues. The challenge for Commercial Wisdom of the CoC can be entertained by this Court in exercise of its jurisdiction. This Court can interfere in the Impugned Order to protect the interest of the Operational Creditors.

9. Learned Counsel appearing for Respondents refuting the submissions of Learned Counsel for the Appellants submits that Appellants in both the Appeals have filed their claim as Operational Debt under Form B and as Operational Creditor, the Appellant were entitled to receive not less than their liquidation value and it is not the case of the Appellants that amount paid to them under the plan is less than the Liquidation Value. There is no discrimination in payment to Operational Creditor in plan. The Appellant cannot claim equality in payment with those of financial creditors. Financial Creditors are creditors of different class. It is submitted that statutory regulation which is relied by Learned Counsel for the Appellant that is Conditions Supply Code can not override the provisions of IBC and provisions of Supply Code are sub-servient to the Section 53 of the Code. In any view of

the matter, Regulation 17 of OERC Distribution on which reliance is placed only provides that charge shall be on the premise and has nothing to do with the distribution as per Section 53 of the Code. There is no discrimination in payment to the Operational Creditor.

10. We have considered the submissions of Learned Counsel for the parties and have perused the record.

11. There is no dispute between the parties that claim which was filed by the Appellants in the Insolvency Resolution Process of the Corporate Debtor was admitted by the Resolution Professional. Claim of the Appellant in C.A.(AT) Ins. No. 613 of 2022 was filed for Rs. 8,59,08,466/- out of which the Resolution Professional has admitted the claim of Rs. 6,68,51,466/- against which amount allocated to Operational Creditor was Rs. 3,71,372/-. In C.A.(AT) Ins. No. 795 of 2022, the admitted claim filed was Rs. 108,44,39,632/- out of which Resolution Professional has admitted Rs. 12,50,50,362/- and the Appellant have been paid in the Resolution Plan only Rs. 69,22,042/-. There is no dispute that Financial Creditors in both the Resolution Plans, challenged in these Appeals have been paid much higher amount to those given to the Operational Creditors.

12. Whether Appellants can claim discrimination in payment qua the financial creditors in these Appeals is a question to be answered.

13. Financial Creditor and Operational Creditor are at different ladder in Section 53 of the Code. Financial Creditor under Section 53(i)(b) are entitled to receive payment equal to those workmen dues. The Operational Creditor can not claim payment equal to the Financial Creditor which is law well

settled. We may refer to the Judgement of the Hon'ble Supreme Court in 2020 8 SCC 531, **CoC of Essar Steel India Ltd. Vs. Satish Kumar Gupta & Ors.** where the Hon'ble Supreme Court has laid down that equality in the payment under the Resolution Plan has to be under some class of creditors. In paragraph 88 and 90, following has been laid down:

> *"88. By reading paragraph 77 (of Swiss Ribbons) de hors the earlier paragraphs, the Appellate Tribunal has fallen into grave error. Paragraph 76 clearly refers to the UNCITRAL Legislative Guide which makes it clear beyond any doubt that equitable treatment is only of similarly situated creditors. This being so, the observation in paragraph 77 cannot be read to mean that financial and operational creditors must be paid the same amounts in any resolution plan before it can pass muster. On the contrary, paragraph 77 itself makes it clear that there is a difference in payment of the debts of financial and operational creditors, operational creditors having to receive a minimum payment, being not less than liquidation value, which does not apply to financial creditors. The amended Regulation 38 set out in paragraph 77 again does not lead to the conclusion that financial and operational creditors, or secured and unsecured creditors, must be paid the same amounts, percentage wise, under the resolution plan before it can pass muster. Fair and equitable dealing of operational creditors' rights under the said Regulation involves the resolution plan stating as to how it has dealt with the interests of operational creditors, which is not the same thing as saying that they must be paid the same amount of their debt proportionately. Also, the fact that the operational creditors are given priority in payment over all financial creditors does not lead to the conclusion that such payment*

must necessarily be the same recovery percentage as financial creditors. So long as the provisions of the Code and the Regulations have been met, it is the commercial wisdom of the requisite majority of the Committee of Creditors which is to negotiate and accept a resolution plan, which may involve differential payment to different classes of creditors, together with negotiating with a prospective resolution applicant for better or different terms which may also involve differences in distribution of amounts between different classes of creditors.

90. Under Regulation 39(4), the compliance certificate of the resolution professional as to the CIRP being successful is contained in Form H to the Regulations. This statutory form, in paragraphs 6 and 7, states as under:

> *"6. The Resolution Plan includes a statement under regulation 38(1A) of the CIRP Regulations as to how it has dealt with the interests of all stakeholders in compliance with the Code and regulations made thereunder.*
>
> *7. The amounts provided for the stakeholders under the Resolution Plan is as under:*

(Amount in Rs. Lakh)

Sl. No.	*Category of Stakeholder**	*Amount Claimed*	*Amount Claimed*	*Amount provided under the Plan*	*Amount Provided to the amount claimed (1%)*
1.	*Dissenting Secured Financial Creditors*				
2.	*Other secured Financial Creditors*				
3.	*Dissenting Unsecured*				

	Financial Creditors				
4.	*Other unsecured Financial Creditors*				
5.	*Operational Creditors*				
	Government				
	Workmen				
	Employees				
	....				
6.	*Other Debts and Dues*				
Total					

Quite clearly, secured and unsecured financial creditors are differentiated when it comes to amounts to be paid under a resolution 98 plan, together with what dissenting secured or unsecured financial creditors are to be paid. And, most importantly, operational creditors are separately viewed from these secured and unsecured financial creditors in S.No.5 of paragraph 7 of statutory Form H. Thus, it can be seen that the Code and the Regulations, read as a whole, together with the observations of expert bodies and this Court's judgment, all lead to the conclusion that the equality principle cannot be stretched to treating unequals equally, as that will destroy the very objective of the Code - to resolve stressed assets. Equitable treatment is to be accorded to each creditor depending upon the class to which it belongs: secured or unsecured, financial or operational."

14. The principle of equality is applicable only in same class of creditors.

15. This Tribunal in a case arising out of similar facts in **Company Appeal (AT) Ins. No. 62 of 2022 in Damodar Valley Corporation Vs. Dimension Steel and Alloys Pvt. Ltd.** where Electricity Dues were unpaid by the Corporate Debtor, Resolution Plan was approved where operational creditors

of the Damodar Valley Corporation were provided less than 1%. Similar arguments were raised which were repelled by this Tribunal in paragraph 22 and 23 as under:

> *"22. The present is not a case where the Appellant is contending that payment of debt to the Appellant/ Operational Creditor is not as per provisions of Section 30, sub-section (2), sub-clause (b), (i) and (ii). It is not a case that Appellant could not have been entitled to receive any higher amount in event of liquidation of the Corporate Debtor under Section 53, in event amount to be distributed under the Plan is distributed in accordance with priority of sub-section (1) of Section 53. What is contended by the learned Senior Counsel for the Appellant is that Explanation (1) which has been added by Act 26 of 2019 provides that distribution shall be fair and equitable. The Hon'ble Supreme Court in Committee of Creditors of Essar Steel India Ltd. (supra) had occasion to consider the provision of Section 30, sub-section (4) of the Code and the grounds on which challenge to a Resolution Plan can be entertained by the Adjudicating Authority or by this Appellate Tribunal. The Hon'ble Supreme Court also considered the submission as to whether payment, which is not similar to both Financial Creditors and Operational Creditors is inequitable distribution. The Hon'ble Supreme Court in the said judgment has clearly laid down that minimum value that is required to be paid to Operational Creditors is set out in Section 30(2)(b). In paragraph 70, following has been laid down:*
>
> > *"70. The minimum value that is required to be paid to operational creditors under a resolution plan is set out under Section 30(2)(b) of the Code as being the amount*

to be paid to such creditors in the event of a liquidation of the corporate debtor under Section 53. The Insolvency Committee constituted by the Government in 2018 was tasked with studying the major issues that arise in the working of the Code and to recommend changes, if any, required to be made to the Code. The Insolvency Committee Report, 2018 (hereinafter referred to as "the Committee Report, 2018"), inter alia, deliberated upon the objections to Section 30(2)(b) of the Code, inasmuch as it provided for a minimum payment of a "liquidation value" to the operational creditors and nothing more, and concluded as follows:

> *"18. value guaranteed to operational creditors under a resolution plan 18.1. Section 30(2)(b) of the Code requires the RP to ensure that every resolution plan provides for payment of at least the liquidation value to all operational creditors. Regulation 38(1)(b) of the CIRP Regulations provides that liquidation value must be paid to operational creditors prior in time to all financial creditors and within thirty days of approval of resolution plan by NCLT. The BLRC Report states that the guarantee of liquidation value has been provided to operational creditors since they are not allowed to be part of the CoC which determines the fate of the corporate debtor. (BLRC Report, 2015).*
>
> *18.2. However, certain public comments received by the Committee stated that, in practice, the liquidation value which is guaranteed to the operational creditors may be*

negligible as they fall under the residual category of creditors under Section 53 of the Code. Particularly, in the case of unsecured operational creditors, it was argued that they will have no incentive to continue supplying goods or services to the corporate debtor for it to remain a "going concern" given that their chances of recovery are abysmally low.

18.3. The Committee deliberated on the status of operational creditors and their role in the CIRP. It considered the viability of using "fair value" as the floor to determine the value to be given to operational creditors. Fair value is defined under Regulation 2(1)(hb) of the CIRP Regulations to mean [Ed.: The matter between two asterisks has been emphasised in original.] 'the estimated realisable value of the assets of the corporate debtor, if they were to be exchanged on the insolvency commencement date between a willing buyer and a willing seller in an arm's length transaction, after proper marketing and where the parties had acted knowledgeably, prudently and without compulsion' [Ed.: The matter between two asterisks has been emphasised in original.] .

However, it was felt that assessment and payment of the fair value upfront, may be difficult. The Committee also discussed the possibility of using "resolution value" or "bid value" as the floor to be guaranteed to operational creditors but neither of these were deemed suitable.

18.4. It was stated to the Committee that liquidation value has been provided as a floor and in practice, many operational creditors may get payments above this value. The Committee appreciated the need to protect interests of operational creditors and particularly Micro, Small and Medium Enterprises ("MSMEs"). In this regard, the Committee observed that in practice most of the operational creditors that are critical to the business of the corporate debtor are paid out as part of the resolution plan as they have the power to choke the corporate debtor by cutting off supplies. Illustratively, in Synergies-Dooray Automative Ltd., In re [Synergies-Dooray Automative Ltd., In re, 2017 SCC OnLine NCLT 20883], the original resolution plan provided for payment to operational creditors above the liquidation value but contemplated that it would be made in a staggered manner after payment to financial creditors, easing the burden of the 30- day mandate provided under Regulation 38 of the CIRP Regulations. However, the same was modified by NCLT and operational creditors were required to be paid prior in time, due to the quantum of debt and nature of the creditors. Similarly, the approved resolution plan in Alchemist Asset Reconstruction Co. Ltd. v. Hotel Gaudavan (P) Ltd. [Alchemist Asset Reconstruction Co. Ltd. v. Hotel Gaudavan (P) Ltd., 2017 SCC OnLine NCLT 13223] provided for payment of all existing dues of the operational creditors without any write-off. The

Committee felt that the interests of operational creditors must be protected, not by tinkering with what minimum must be guaranteed to them statutorily, but by improving the quality of resolution plans overall. This could be achieved by dedicated efforts of regulatory bodies including the IBBI and Indian Banks' Association.

18.5. [Ed.: The matter between two asterisks has been emphasised in original.] Finally, the Committee agreed that presently, most of the resolution plans are in the process of submission and there is no empirical evidence to further the argument that operational creditors do not receive a fair share in the resolution process under the current scheme of the Code. Hence, the Committee decided to continue with the present arrangement without making any amendments to the Code. [Ed.: The matter between two asterisks has been emphasised in original.] "

(emphasis supplied)

Ultimately, the Committee decided against any amendment to be made to the existing scheme of the Code, thereby retaining the prescription as to the minimum value that was to be paid to the operational creditors under a resolution plan."

23. It was also held by Hon'ble Supreme Court that amended Regulation 38 of CIRP does not lead to the conclusion that Financial Creditor and Operational Creditor *must be paid the same amount percentage wise. In paragraph 88 following has been laid down:*

> *"88. By reading para 77 (of Swiss Ribbons [Swiss Ribbons (P) Ltd. v. Union of India, (2019) 4 SCC 17] de hors the earlier paragraphs, the Appellate Tribunal has fallen into grave error. Para 76 clearly refers to the UNCITRAL Legislative Guide which makes it clear beyond any doubt that equitable treatment is only of similarly situated creditors. This being so, the observation in para 77 cannot be read to mean that financial and operational creditors must be paid the same amounts in any resolution plan before it can pass muster. On the contrary, para 77 itself makes it clear that there is a difference in payment of the debts of financial and operational creditors, operational creditors having to receive a minimum payment, being not less than liquidation value, which does not apply to financial creditors. The amended Regulation 38 set out in para 77 again does not lead to the conclusion that financial and operational creditors, or secured and unsecured creditors, must be paid the same amounts, percentage wise, under the resolution plan before it can pass muster. Fair and equitable dealing of operational creditors' rights under the said regulation involves the resolution plan stating as to how it has dealt with the interests of operational creditors, which is not the same thing as saying that they must be paid the same amount of their debt proportionately. Also, the fact that the operational creditors are given priority in payment over all financial creditors does*

> *not lead to the conclusion that such payment must necessarily be the same recovery percentage as financial creditors. So long as the provisions of the Code and the Regulations have been met, it is the commercial wisdom of the requisite majority of the Committee of Creditors which is to negotiate and accept a resolution plan, which may involve differential payment to different classes of creditors, together with negotiating with a prospective resolution applicant for better or different terms which may also involve differences in distribution of amounts between different classes of creditors."*

16. This tribunal had noticed about the meagre payment to Operational Creditor in most of the Resolution Plan. Tribunal has made observations in the said judgment drawing attention to the fact of the legislative scheme and to consider as to whether any changes are required or not. Following has been observed in Paragraph 31 of above Judgment:

> *"31. The Operational Creditors normally had claims pertaining to supply made to the Corporate Debtor, which amounts normally as compared to the Financial Creditors' claim are less. Operational Creditors consist of various type of industries including MSMEs, public sector organization and small entities. Altogether denying their claim or receiving ineligible amount in the Resolution Plan causes hardship and misery to the Operational Creditors. Even the statutory dues, which by virtue of law as it exists today are dealt in the same manner, resulting in no payment or negligible payment and some time even less than 1% of the claim. The Operational Creditors are not part of CoC like*

Financial Creditors and they have no control over the CIRP. It is the Financial Creditors, who control the entire process and take commercial decision regarding payment to the Financial Creditors, Operational Creditors and other creditors. Law gives complete freedom to the Committee of Creditors to take commercial decision and it is not obligatory that in the Resolution Plan, if the liquidation value of Operational Creditor is negligible/ nil to allot any higher amount to the Operational Creditors. We are consistently receiving the Plans, where Operational Creditors either not paid any amount towards their claim or paid negligible amount, sometime even less than 1%. In the present case, the Operational Creditors have been given only miniscule of their admitted claim to the extent of only 0.19%. As the law stand today, no exception can be taken to such Plans, which provide payment to Operational Creditor in accordance with Section 30(2)(b) of the Code. However, the time has come when it should be examined by the Government and the Board to find out as to whether there are any grounds for considering change in the legislative scheme towards the payment to the Operational Creditors, which also consist of Government dues and other statutory dues. We make it clear that our observation is only to facilitate the Government and other competent Authority to consider this issue and take decision, so as to the objective of equitable and fair distribution can be fulfilled with clear parameters to guide the all concerned to arrive at the fair and equitable distribution."

17. Now coming to the submission of Learned Counsel for the Appellant based on Regulation 17(vi) which is to the following effect:

"17.....(vi) Any charge for electricity or any sum other than charge for electricity as due and payable to licensee/supplier which remains unpaid by a deceased consumer or the erstwhile owner/occupier of any land/premises as the case may be, shall be a charge on the premises as the case may be, and the same shall be recoverable by the licensee/supplier as due from such legal representative or successor-in-law or new owner/occupier having lawful occupation of the premises as the case may be."

The above regulation does not in any manner affect the distribution as contemplated by Section 53 of the Code. Similar regulation was considered in DVC (supra) and it was held that same shall also not give any precedence to the Appellant in claiming electricity dues.

18. We thus are of the view that approval of the Resolution Plan cannot be faulted on the grounds as contended by the Learned Counsel for the Appellant in these Appeals.

19. We do not find any ground to interfere with the Orders impugned, both the Appeals are dismissed.

[Justice Ashok Bhushan]
Chairperson

[Barun Mitra]
Member (Technical)

New Delhi
04th July, 2023

Basant B.