IN THE NATIONAL COMPANY LAW TRIBUNAL, BENGALURU BENCH

[Through Physical hearing/ VC Mode (Hybrid)]

ITEM No.04
IA 175,177,174/2023,
270,559/2025 in
C.P. (IB) No. 12/BB/2021

IN THE MATTER OF:

M/s. Park View Developers Pvt. Ltd. ... Petitioner

Vs.

M/s. SDU Travels Pvt. Ltd. ... Respondent

Petition under Section 7 of I & B Code, 2016

Order delivered on: 12.11.2025

CORAM:

SHRI SUNIL KUMAR AGGARWAL
HON'BLE MEMBER (JUDICIAL)

SHRI RADHAKRISHNA SREEPADA
HON'BLE MEMBER (TECHNICAL)

PRESENT:

For the RP	: Shri Ahsaan Ahmad
For the R-1, R-4, R-6 to R-8 and R-10	: Ms. Jyothi Bhat
For the Appl. in I.A.174/25	: Shri Yashraj Singh
For the R-11 in IA.174/25	: Mr. Pratyaksh Bhadoria
for Applicant in IA No. 270/2025 and IA No. 559/2025	: Mr.Rachit Mittal, Yashraj Singh, Parish Mishra, Kanishk Raj, Adarsh Srivastava and Abhishek Sinha

ORDER

1. **IA.No.559/2025 is dismissed** vide separate order.
2. **IA.(Plan) No.177/2023 is rejected** vide separate order.
3. **IA.No.174/2025 is dismissed** vide separate order.
4. Consequent to rejection of Resolution Plan the Corporate Debtor is directed to be liquidated and **Shri T V S SIVA PRASAD,** IBBI who is registered with IBBI as Insolvency Professional having Reg. No.- IBBI/IPA-003/ICAIN00406/2021-2022/14051, **Mobile:** 9951134627, **email:** sipra5860@gmail.com,

Residential address:- Flat #C-339, Mahaveer Zephyr ,Kodi Chikkana Halli ,Near Easyday, Bangalore, Karnataka-560076, is hereby appointed as the Liquidator of the Corporate Debtor. The Liquidator shall submit his AFA and consent in Form-2 within one week of receipt of this order. The fee payable to Liquidator shall be in accordance with the IBBI Regulations/Circulars /Directions issued in this regard.

5. The RP shall handover the control and the entire records, both hard and soft copies and all other physical & virtual accesses, of the Corporate Debtor to the Liquidator against receipt.
   a) The Liquidator shall initiate the Liquidation process as envisaged under Chapter-III of the Code and the Insolvency & Bankruptcy Board of India (Liquidation Process) Regulations, 2016.
   b) The Liquidator will also serve a copy of this order to the various Government Departments such as Income Tax, GST, VAT, etc., who are likely to have any claim upon the Corporate Debtor so that the authorities concerned are informed of the Liquidation order timely.
   c) All the powers of the Board of Directors, and key managerial personnel, shall cease to exist in accordance with Section 34(2) of the Code. All these powers shall henceforth vest in the Liquidator.
   d) The personnel of the Corporate Debtor are directed to extend all assistance and cooperation to the Liquidator as required by him in managing the Liquidation process of the Corporate Debtor.
   e) The Order of Moratorium passed under Section 14 of the Code shall cease to have its effect and a fresh Moratorium under Section 33(5) of the Code shall commence. On initiation of the Liquidation process but subject to Section 52 of the Code, no suit or other legal proceeding shall be instituted by or against the Corporate Debtor save and except the liberty to the liquidator to institute the suit or other legal proceeding on behalf of the Corporate Debtor with prior approval of this Adjudicating Authority, as provided in Section 33(5) of the Code read with its proviso.
   f) The Liquidator shall follow up and investigate the financial affairs of the Corporate Debtor in accordance with provisions of Section 35(1) of the Code.

g) The Liquidator shall also follow up on the pending applications for disposal during the process of Liquidation including initiation of steps for recovery of dues of the Corporate Debtor as per law.

h) The Liquidator shall submit a Preliminary Report to the Adjudicating Authority within seventy-five days from the Liquidation commencement date as per Regulation 13 of the Insolvency and Bankruptcy (Liquidation Process) Regulations, 2016;

6. Upon initiation of liquidation, moratorium in respect of the assets of Corporate Debtor ensues in the following terms:

   1) The moratorium declared under Section 14 of the Code shall cease to have effect from the date of this order and a fresh moratorium under Section 33(5) of the Insolvency and Bankruptcy Code, 2016 shall commence and remain in force till completion of the liquidation process.

   2) All powers of the Board of Directors and key managerial personnel of the Corporate Debtor shall stand vested in the Liquidator in terms of Section 34(2) of the Code, and they shall forthwith cease to exercise any powers in relation to the Corporate Debtor.

   3) The personnel of the Corporate Debtor and its promoters are directed to extend full cooperation and provide all documents, records and assistance as may be required by the Liquidator for carrying out the liquidation process.

   4) The Liquidator is directed to make a public announcement that the Corporate Debtor is in liquidation, in the manner prescribed under the IBBI (Liquidation Process) Regulations, 2016, inviting claims from all stakeholders.

   5) The Liquidator shall serve a copy of this order on all concerned statutory and governmental authorities, including the Income Tax Department, GST authorities and any other authority which may have a claim on the Corporate Debtor, for their information and record.

   6) The Liquidator shall also furnish a copy of this order to the workmen/employees and/or their unions/associations, so that they are informed of the commencement of liquidation.

7) This order of liquidation shall be deemed to be a notice of discharge to the officers, employees and workmen of the Corporate Debtor, except to the extent the Liquidator decides to continue the business of the Corporate Debtor during liquidation.
8) In terms of Section 33(5) of the Code, no suit or other legal proceeding shall be instituted by or against the Corporate Debtor during the period of liquidation, except with prior leave of this Adjudicating Authority; however, the Liquidator may initiate or defend any proceeding on behalf of the Corporate Debtor with such leave.
9) The Registry and the Liquidator are directed to send a copy of this order to the Registrar of Companies concerned for updating the master data/records of the Corporate Debtor.
10) The Liquidator shall file the preliminary report before this Adjudicating Authority in accordance with Regulation 13 of the IBBI (Liquidation Process) Regulations, 2016 within the prescribed period from the liquidation commencement date.

The Financial Creditor or Registry shall inform the Liquidator about the formalities by forwarding a soft copy of this order.

List the case on 13.01.2026.

-Sd-
RADHAKRISHNA SREEPADA
MEMBER (TECHNICAL)

-Sd-
SUNIL KUMAR AGGARWAL
MEMBER (JUDICIAL)

BL

<u>IN THE NATIONAL COMPANY LAW TRIBUNAL, BENGALURU BENCH</u>

(Exercising powers of Adjudicating Authority under
The Insolvency and Bankruptcy Code, 2016)

I.A. NO. 177/2023
IN
C.P. (IB) NO. 12/BB/2021
(filed under Section 30(6) of the Insolvency & Bankruptcy Code, 2016 read with Regulation 39(4) of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016)

<u>IN THE MATTER OF I.A NO. 177/2023:</u>

M/S SDU TRAVELS PRIVATE LIMITED
represented by its Resolution Professional,
MR. AHSAN AHMAD,
Address: c-108, 3rd Floor,
Sector 2, Noida - 201301. …. Resolution Professional/Applicant

<u>IN THE MAIN MATTER OF:</u>

M/S. PARK VIEW DEVELOPERS PVT LTD …. Financial Creditor
P-23/24, Radha Bazar Street,
Kolkata – 700 001.

Versus

M/S. SDU TRAVELS PRIVATE LIMITED …. Corporate Debtor
1/23, Raja Mansion, 12th Cross,
Swimming Pool Extension,
Malleswaram, Bengaluru – 560 003.

<u>Order delivered on: 12.11.2025</u>

<u>Coram:</u> 1. Shri Sunil Kumar Aggarwal, Hon'ble Member (Judicial)

2. Shri Radhakrishna Sreepada, Hon'ble Member (Technical)

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

For the Resolution Professional: Shri Ahsan Ahmad

<u>O R D E R</u>

1. This Application is filed by Shri Ahsan Ahmad (hereinafter referred to as '***Applicant/Resolution Professional***') under Section 30(6) read with Section 31 of the Insolvency and Bankruptcy Code, 2016 and Regulation 39(4) of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 read with Rule 11 of the

National Company Law Tribunal Rules, 2016 seeking approval of the Resolution Plan dated 09.02.2023 submitted by **Mr. Ronojoy Dasgupta** (hereinafter referred to as '***Successful Resolution Applicant/ SRA***'), approved by the CoC with 100% voting share.

2. **ABOUT THE CORPORATE DEBTOR**

M/s. SDU Travels Private Limited, Corporate Debtor was admitted into CIRP vide order dated 06.01.2022 and Mr. Ahsan Ahmad (IBBI/IPA-002/IP-N00987/2020-2021/13183) was appointed as the Interim Resolution Professional on 03.02.2022.

Name of the Company	**SDU Travels Private Limited**
CIN	U63040KA2010PTC055264
Date of Incorporation	22.12.2010

The key dates and events during the Corporate Insolvency Resolution Process period are tabulated hereunder:

S. No.	**Date**	**Particulars**
1.	06.01.2022	Corporate Debtor admitted into CIRP
2.	03.02.2022	IRP appointed
3.	09.02.2022	Paper Publication for Public announcement in Form A
4.	17.02.2022	Constitution of the Committee of Creditors by the Applicant.
5.	04.03.2022	Appointment of IRP as RP in the 1st CoC Meeting
6.	17.05.2022	Appointment of Registered Valuers
7.	28.07.2022	Agenda of extension of CIRP Process for 90 more days beyond the period of 180 days approved by CoC
8.	13.10.2022	Paper Publication inviting EOI in Form G
9.	26.11.2022	Re-Publication inviting EOI in Form G
10.	12.12.2022	Receipt of EOI from a single Prospective Resolution Applicant ***Mr. Ronojoy Dasgupta***
11.	20.12.2022	Final List of PRA thereby directing to submit the Plan by 16.01.2023
12.	04.01.2023	Resolution Plan received Forensic Audit Report and after determining fraudulent transactions, Corporate Debtor filed Section 66 application, which is pending adjudication.
13.	16.01.2023	PRA submitted the Resolution Plan
14.	22.02.2023	Resolution Plan approved with 100% voting by CoC

APPOINTMENT OF REGISTERED VALUERS:

The registered valuers assessed the following Fair Value and Liquidation value of the Corporate Debtor:

Sl.No.	Name of the Registered Valuer	Fair Value Rs.	Liquidation Value Rs.
1.	Ms. Bala Yadav	12,57,577/-	10,01,519/-
2.	Mr. Mukesh Kr. Singla	12,57,577/-	10,01,519/-
3.	Er. Ramanjeet Singh	61,713/-	47,255/-
4.	AAA Valuation Professional (I) LLP	60,655/-	42,458/-

3. **DETAILS OF THE SUCCESSFUL RESOLUTION APPLICANT**

The Successful Resolution Applicant, Mr. Ronojay Dasgupta has been associated with various companies over the last 30 years where his family business ***Dasgupta Overseas Pvt Ltd*** is in the business of Manufacturing and Export of Incense and other products. He is further involved in consulting companies and helping them with their procurement, sales and setting up process which enable them to make them more organized and profitable. An Affidavit **Annexure I (COLLY)** have been filed to the effect that the Resolution Applicant meets the criteria provided by the CoC and is also eligible under Section 29A of the Code**.** Further, the due diligence report under Regulation 36A (8) as **Annexure A-V** has been submitted by the RP confirming the eligibility of the SRA.

4. **SALIENT FEATURES OF THE RESOLUTION PLAN**

a. Pay-out to Stakeholders as proposed in the Plan:

Sl. No.	**Category of Creditor**	**Amount Claimed**	**Amount Admitted**	**Amount Provided under the plan**	**% of Amount Provided**
1.	**CIRP Costs**			30,00,000	
2.	**Financial Creditors**				
	a. Secured Financial Creditors	-	-	-	-
	b. Unsecured Financial Creditors (creditors not having a right to vote under sub-section (2) of Section 21)	50,00,000	50,00,000	50,000	1%
	c. Unsecured Financial Creditors (who voted in favour of the resolution plan): Park View Developers Pvt. Ltd.	2,97,83,936	2,97,83,394	2,67,834	1%

	Umrit Exports and Investment Pvt. Ltd. Bramhall Developers Pvt. Ltd. Ms. Nidhi Suri	1,51,52,962 1,32,66,511 1,88,73,422	1,32,50,000 1,00,00,000 1,88,73,422	1,32,500 1,00,000 1,88,734	1% 1% 1%
3.	**Operational Creditors**				
	a. Workmen b. Government c. Employees Operational Creditors (other than workmen, employees, Government) Dues towards Gratuity	2,08,88,320 - 2,91,38,457 12,79,125	1,04,99,064 - 1,54,14,452 12,79,125	NIL - NIL 12,79,125	 0% 100%
4.	**Other Debts & Dues (Other Creditors)**	40,10,000	20,00,000	NIL	
	TOTAL	**13,73,92,733**	**10,30,99,457**	**20,18,193**	

b. Implementation, Supervision & Management of the Corporate Debtor:

Upon Plan approval, the management and control of the Corporate Debtor shall vest with the Resolution Applicant through its nominees, who shall assume charge upon infusion of the Upfront Cash and allotment of equity shares. Until such transfer, the Resolution Professional, and subsequently the Monitoring Committee, shall oversee the operations of the Corporate Debtor in accordance with the Code. The Monitoring Committee, comprising the Insolvency Professional (as Chairperson), one CoC representative, and one nominee of the Resolution Applicant, shall supervise implementation of the Plan and ensure completion of payments to creditors. The Reconstituted Board of Directors nominated by the Resolution Applicant shall thereafter manage the affairs of the Corporate Debtor. The Resolution Plan shall be binding on all stakeholders under Section 31(1) of the Code and shall remain effective unless modified or set aside by a competent authority.

c. Source of Fund and Feasibility of the Plan:

The Resolution Plan complies with all requirements of the IBC and CIRP Regulations, addressing the interests of all stakeholders and providing for payment, management, and implementation of the Corporate Debtor. The Resolution Applicant, leveraging its industry expertise and experience in asset revival, has proposed a fund infusion of Rs.60,00,000—comprising Rs.50,00,000 as equity and Rs.10,00,000 as unsecured loan—to cover CIRP costs, creditor payments, employee dues, and working capital. With adequate financial capacity and a viable revival strategy, the Resolution Plan is feasible, implementable, and aimed at the effective revival of the Corporate Debtor.

d. Corporate Guarantee, Avoidance Transactions, Pending Litigation:

As per the Information memorandum and discussion with RP from time to time, no Corporate Guarantees have been provided by the company as on the date of initiation of Insolvency proceedings.

The Resolution Applicant confirms in affidavit filed under Section 29A that the RA and any connected person has not indulged in any preferential/undervalued or fraudulent transactions in respect of which an order has been made by the Authority under the IBC.

Regarding Pending Litigation, the Clause 2.6 states the list of material litigation and investigations against and by the Corporate Debtor.

OPERATIVE PART

5. Heard the Resolution Professional and carefully perused the material on record.

6. Following details/documents were called vide order dated 11.09.2025:

"2. While hearing on the Resolution Plan, the following discrepancies are noted for being cleared by the Resolution Professional.

a) The name of the Valuers do not find mention in the plan, nor their valuation reports are submitted.

b) Certificate of payment of IBBI fees under Regulation 31A of the CIRP Regulations by the RP.

c) Only a copy of the FDR, purportedly in favour of the person proposing to finance the SRA, has been furnished. Let a letter of commitment to fund the SRA be submitted to assess the plan and funding.

d) Minutes of the reconstituted CoC that has approved the plan.

e) Revised Form-H. Let the needful be done by the RP within two weeks.

f) The Net-worth certificate of the SRA as on 31.03.2025.

g) The Clause 7.8.3 talks about cause of default but does not address the same

h) The Resolution Plan states that payment to Operational Creditors other than Government and Employees under the Resolution Plan is nil which is against Section 30(2) (b) of IBC, 2016 which states that a Resolution Plan should provide for the payment of debts of operational creditors in such manner as specified by the Board which shall not be less than – (i) the amount to be paid to such creditors in the event of a liquidation of the Corporate Debtor under Section 53; or (ii) 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. The Applicant is directed to file an Affidavit explaining the *reasons for paying Nil Value to the Operational Creditors under the Resolution Plan."*

7. In compliance, the Applicant filed memo enclosing the Valuation Reports and Certificate of payment of IBBI Fees under Regulation 31A of the CIRP Regulation and net worth certificates on 13.10.2025.

8. Post commencement of CIRP, CoC was constituted by the RP. The details of the creditors, the distribution of voting share among them and the position of voting for the Resolution Plan is as under (**Para 5** of Form H):

Sl.	**Name of Creditor**	**Voting Share (%)**	**Voting for Resolution Plan (Voted for/ Dissented/ Abstained)**
1.	Park View Developers Private Limited	38.87%	Voted for
2.	Umrit Exports and Investments Private Limited	19.23%	Voted for
3.	Ms. Nidhi Suri	27.39%	Voted for
4.	Bramhall Developers Pvt Ltd	14.51%	Voted for
	Total	**100.00%**	

9. The details of stakeholders and the amounts provided for them under the Resolution Plan is given in Para 7 of Form H:

Sl. No.	**Category of Stakeholder**	**Sub-Category of Stakeholder**	**Amount Claimed (In Rs.)**	**Amount Admitted (In Rs.)**	**Amount Provided under the Plan # (In Rs.)**	**Amount Provided to the Amount Claimed** (%)
1	**Secured Financial Creditors**	(a) Creditors not having a right to vote under sub- section (2) of section 21.	-	-	-	-
		(b) Other than (a) above: (i) who did not vote in favour of the Resolution Plan (ii) who voted in favour of the Resolution Plan.	- -	- -	- -	- -
		Total	-	-	-	-
2	**Unsecured Financial Creditors**	(a) Creditors not having a right to vote under sub- section (2) of Section 21.	50,00,000	50,00,000	50,000	1%
		(b) Other than (a) above: (i) who did not vote in favour of the	NA	NA	NA	

		Resolution Plan (ii) who voted in favour of the Resolution Plan				
		ParkView Developers Pvt Ltd	2,97,83,936	2,97,83,394	2,67,834	1%
		Umrit Exports and Investment Pvt Ltd	1,51,52,962	1,32,50,000	1,32,500	1%
		Bramhall Developers Pvt Ltd	1,32,66,511	1,00,00,000	1,00,000	1%
		Ms. Nidhi Suri	1,88,73,422	1,88,73,422	1,88,734	1%
		Total[(a) + (b)]	**8,20,76,831**	**7,39,06,816**	**7,39,068**	**1%**
3	**Operational Creditors**	(a) Related Party of Corporate Debtor	-	-	-	-
		(b) Other than (a) above: i. Workmen ii. Government iii. Employees Operational Creditors (other than workmen, employees, Government)	 2,08,88,320 - 2,91,38,457	 1,04,99,064 - 1,54,14,452	 NIL - NIL	
		Dues towards Gratuity	12,79,125	12,79,125	12,79,125	100%
		Total[(a) + (b)]	**5,13,05,902**	**2,71,92,641**	**12,79,125**	
4	**Other Debts and Dues**	Other Creditors	40,10,000	20,00,000	NIL	
GRAND TOTAL			**13,73,92,733**	**10,30,99,457**	**20,18,193**	

#Amount provided overtime under the Resolution Plan and includes estimated value of non-cash components. It is not NPV.]

10. The interest of existing shareholders has been altered by Resolution Plan as under, as per Para 8 of Form H:

Sl. No.	**Name of Partner/ Share Holder**	**Voting Share before CIRP**	**Voting Share after CIRP**
1	Hemant Golchcha	4.14	NIL
2	Shekhar Golchcha	4.14	NIL
3	Sunit Suri	7.46	NIL
4	Rajeev Rao	3.73	NIL
5	Sameer Bhattacharya	3.73	NIL
6	Sameer Mahajan	3.73	NIL
7	Asheesh Choudhury	3.73	NIL
8	Sanjay Bhakta Mathema	3.73	NIL
9	Nilesh Shaw	3.73	NIL
10	Vipin Sharma	3.73	NIL
11	Vivek Angra	3.73	NIL
12	M/s Park View Developers Pvt Ltd	10.36	NIL

13	M/s SDU Projects Pvt Ltd	14.43	NIL
14	M/s Umrit Exports and Investments Pvt Ltd	4.22	NIL
15	Rajesh Bhimsaria	25.35	NIL

The compliance of the Resolution Plan as per Para 9 of Form H is hereunder:

Section of the Code / Regulation No.	**Requirement with respect to Resolution Plan**	**Clause of Resolution Plan**	**Compliance (Yes / No)**
25(2)(h)	Whether 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	Whether 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)	Whether the Resolution Applicant has submitted an affidavit stating that it is eligible?	Affidavit provided	Yes
Section 30(2)	Whether the Resolution Plan- (a) Provides for the payment of insolvency resolution process costs?	3.3	Yes
	(b) Provides for the payment to the operational creditors?	3.4	Yes
	Provides for the payment to the financial creditor who did not vote in favour of the Resolution Plan?	3.9	Yes
	(c) Provides for the management of the affairs of the Corporate Debtor?	5	Yes
	(d) Provides for the implementation and supervision of the Resolution Plan?	6	Yes
	(e) Contravenes any of the provisions of the law for the time being in force?	7.8.1	No
Section 30(4)	Whether 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	Yes (100% voting share)
Section 31(1)	Whether the Resolution Plan has provisions for its effective implementation plan, according to the CoC?	Yes	Yes
Regulation 35A	Where the resolution professional made a determination if the Corporate Debtor has been subjected to any transaction of the nature covered under section 43, 45, 50, 66, before the one hundred and fifteenth day of the insolvency commencement date, under intimation to the Board	Yes, RP filed Application under Section 66 of the Code, which is pending Adjudication	Yes
Regulation 38 (1)	Whether the amount due to the operational creditors under the resolution plan has been given priority in payment over financial creditors?	3.4	Yes
Regulation 38(1A)	Whether the resolution plan includes a statement as to how it has dealt with the interests of all stakeholders?	7.1	Yes
Regulation 38(1B)	(i) Whether the Resolution Applicant or any of its related parties has failed to implement or contributed to the failure of implementation of any	7.8.2	No

	resolution plan approved under the Code.		
	(ii) If so, whether the Resolution Applicant has submitted the statement giving details of such non-implementation?	NA	NA
Regulation 38(2)	Whether the Resolution Plan provides:		
	(a) The term of the plan and its implementation schedule?	6.3	Yes
	(b) For the management and control of the business of the Corporate Debtor during its term?	5	Yes
	(c) Adequate means for supervising its implementation?	6.2	Yes
Regulation 38(3)	Whether the resolution plan demonstrates that-		
	(a) it addresses the cause of default?	7.8.3	Yes
	(b) it is feasible and viable?	7.8.4	Yes
	(c) it has provisions for its effective implementation?	7.8.5	Yes
	(d) it has provisions for approvals required and the timeline for the same?	7.8.4	Yes
	(e) the resolution applicant has the capability to implement the resolution plan?	4.1.2	Yes
Regulation 39(2)	Whether the RP has filed applications in respect of transactions observed, found or determined by her?		Yes
Regulation 39(4)	Provide details of performance security received, as referred to in sub-regulation (4A) of regulation 36B.	-	EMD of Rs. 1Lakhs provided and Performance Guarantee of 10% to RP shall be provided within 10 days of the approval of the Resolution Plan by the CoC

11. At this juncture it is necessary to refer to Section 30(2) of the I&B Code, 2016 which is as follows:

> *"30. Submission of Resolution Plan:*
> .....
> *(2) The resolution professional shall examine each Resolution Plan received by him to confirm that each Resolution Plan-*
> *(a) provides for the payment of insolvency resolution process costs in a manner specified by the Board in priority to the payment of other debts of the corporate debtor;*
> *(b) provides for the payment of debts of operational creditors in such manner as may be specified by the Board which shall not be less than the:*
> *i. amount to be paid to such creditors in the event of liquidation of the corporate debtor under section 53; or*
> *ii. the amount that would have been paid to such creditors, if the amount to be distributed under the Resolution Plan had been distributed in accordance with the order of priority in sub-section (1) of Section 53, whichever is higher, and provides for the payment of debts of financial creditors, who do not vote in favour of the Resolution Plan, in such manner as may be specified by the Board, which shall not be less than*

the amount to be paid to such creditors in accordance with sub-section (1) of section 53 in the event of a liquidation of the Corporate Debtor.
Explanation 1. – For removal of doubts, it is hereby clarified that a distribution in accordance with the provisions of this clause shall be fair and equitable to such creditors.
Explanation 2. – For the 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 provisions of this clause shall also apply to the corporate insolvency resolution process of a corporate debtor-
(i) where a Resolution Plan has not been approved or rejected by the Adjudicating Authority;
(ii) where an appeal has been preferred under section 61 or section 62 or such an appeal is not time barred under any provision of law for the time being in force; or
(iii)where a legal proceeding has been initiated in any court against the decision of the Adjudicating Authority in respect of a Resolution Plan;
(c) provides for the management of the affairs of the Corporate Debtor after approval of the Resolution Plan;
(d) The implementation and supervision of the Resolution Plan;
(e) does not contravene any of the provisions of the law for the time being in force
(f) conforms to such other requirements as may be specified by the Board."

12. **REGULATORY COMPLIANCES:**

The compliance of Section 30(2) of the Code is given in the revised Form-H. The same is being further examined as under:

a) **Section 30(2)(a):** The entire CIRP Cost, are to be paid in priority over all other creditors of the Corporate Debtor. The Resolution Applicant shall pay the CIRP costs, as approved by the CoC, at actuals from the Upfront Cash before any other debt is discharged. An amount of Rs. 30,00,000 (Rupees Thirty Lakhs only), or actuals, is proposed to be paid towards CIRP costs from the Upfront Cash. In case the actual CIRP cost is higher or lower than Rs. 30 lakhs, corresponding adjustments shall be made in the payment to unsecured financial creditors, ensuring that the overall bid value remains unchanged.
b) **Section 30(2)(b):** The Resolution Plan proposes **NIL** payment to the workmen/employees. However, the Resolution Applicant Proposes to pay Rs. 12.79 Lakh towards the gratuity of the workmen/employees on the trigger date.
c) **Section 30(2)(c):** Clause 3.9 of Plan provides for the payment to the Financial Creditors who did not vote in favour of the Resolution Plan. Only the

Unsecured Financial Creditors who voted in favour of the resolution plan are being settled with 1% of the admitted amount.

d) **Section 30(2)(d):** The management of the Corporate Debtor shall vest with the Resolution Applicant through its nominees, who shall assume control upon infusion of the Upfront Cash and allotment of equity shares. Until such transfer, the Resolution Professional and thereafter the Monitoring Committee shall supervise operations in accordance with the Code. All records and operational data shall be handed over within five business days from the Trigger Date. The Reconstituted Board of Directors shall thereafter manage the affairs of the Corporate Debtor, while the Monitoring Committee shall oversee implementation and payment of Deferred Cash to creditors as per the approved Plan.

e) **Section 30(2)(e):** From the submission of the Performance Guarantee until formation of the Monitoring Committee, the Resolution Professional and the CoC shall ensure that the Corporate Debtor continues as a going concern without incurring new indebtedness or altering its capital structure, except in the ordinary course of business. Upon NCLT approval, a Monitoring Committee, comprising the Insolvency Professional (as Chairperson), one CoC representative, and one nominee of the Resolution Applicant, shall supervise implementation of the Resolution Plan until completion of all payments. Thereafter, the Reconstituted Board nominated by the Resolution Applicant shall assume full management and control of the Corporate Debtor. The Resolution Plan shall be binding on all stakeholders under Section 31(1) of the IBC and remain valid unless set aside by a competent court. In case of any force majeure or judicial reversal, the parties shall revert to their pre-approval positions, and implementation timelines shall adjust accordingly.

f) It is submitted that the Resolution Plan complied with Regulation 38 of the Insolvency and Bankruptcy Board of India (Insolvency process for Corporate Persons) Regulations, 2016 which are as follows:

    1) **Regulation 38(1):** As per Regulation 38(1) of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 the amount due to the operational creditors under the Resolution Plan must be given priority

in payment over financial creditors. However, the Operational Creditors are being settled at NIL (except for the gratuity amount).

2) **Regulation 38(1A):** It is submitted that the Resolution Applicant has considered the interest of all the stakeholders and accordingly has proposed to make payment in the following manner to the stakeholders.
    - **CIRP Costs:** It is submitted that an amount of Rs. 30,00,000 (Rupees Thirty Lakhs only), or actuals, is proposed to be paid towards CIRP costs from the Upfront Cash. In case the actual CIRP cost is higher or lower than Rs. 30 lakhs, corresponding adjustments shall be made in the payment to unsecured financial creditors, ensuring that the overall bid value remains unchanged.
    - **Secured Financial Creditor:** There are NIL Secured Creditors.
    - **Unsecured Financial Creditor:** The Unsecured Financial Creditors who voted in favour of the Resolution Plan is being paid 1% of the Admitted Amount, i.e., Rs. 7,39,068.
    - **Operational Creditors (Employees, Govt Dues & Others):** The Plan proposes to pay NIL to the Operational Creditors (except Dues towards Gratuity Rs. 12,79,125.
3) **Regulation 38(1B):** As mandated under Regulation 38(1B) of the CIRP Regulations, the Resolution Applicant confirms in Clause 7.8.2 of the plan that as on date the Resolution Applicant or any of its related parties has not failed to implement or contributed to the failure of implementation of any Resolution Plan approved under the code.
4) **Regulation 38(3)(a):** The Resolution Applicant sense that the primary cause of default is the resignation of persons at top managerial position and the Corporate Debtor was adversely hit by Covid 19 Pandemic.
5) **Regulation 38(3)(b):** The resolution plan complies with all mandatory requirements of the Code and the CIRP Regulations, addressing the interests of all stakeholders and providing for their

payments in accordance with the Code. It further sets out the framework for management, control, and implementation of the Corporate Debtor. The Resolution Applicant, leveraging its industry expertise and prior experience in successful business turnarounds, has prepared detailed projected financials demonstrating the revival potential of the Corporate Debtor. The Applicant's experience and revival strategy render the Resolution Plan feasible, viable, and capable of effective implementation.

6) **Regulation 38(3)(c):** Clause 6 of the Resolution Plan states the provisions for its effective implementation.
7) **Regulation 38(3)(d):** Clause 7.8.6 of the plan elucidated the provisions for approvals required and the timeline for the same.
8) **Regulation 38(3)(e):** Clause 4.1.2 of the Plan emphasis the capability of the SRA to implement the Resolution Plan along with the Due Diligence Report under the IBBI Regulations 36 A (8).

g) It is observed in Para 16 of Form H, the Resolution Professional has certified that the Resolution Plan is not subject to any contingency. Further, in Para 2 of Form H, the Resolution Professional has certified that the said Resolution Plan complies with all the provisions of Insolvency and Bankruptcy Code, 2016 and the Regulations thereunder and does not contravene any of the provisions of the law for the time being in force. Further, the resolution applicant has submitted an affidavit pursuant to section 30(1) of the Code confirming its eligibility under Section 29A of the Code to submit Resolution Plan. It is further certified that the Resolution Plan has been approved by the CoC in accordance with the provisions of the Code and the CIRP Regulations made thereunder with 100% of voting share after considering its feasibility and viability and other specified requirements.

h) **Reliefs and Concessions**: The Resolution Applicant has sought various reliefs and concessions from this Adjudicating Authority to ensure effective implementation of the Resolution Plan. These include deemed compliance of share issuance under the Companies Act, 2013; waiver or extension for renewal of business permits and licenses that may have lapsed during CIRP; and exemption from income tax on loan waivers granted by banks. The

Applicant further seeks extinguishment of pre-CIRP liabilities, guarantees, labour dues, tax assessments, investigations, and attachments, in line with Section 32A of the IBC. Additional reliefs are sought from CBDT, CBIC, and State Tax Authorities for filing pending returns without penalty, preserving brought-forward losses, granting GST credit, and waiving fees, duties, and registration charges on corporate actions necessary for implementation. These concessions are sought to facilitate a clean slate and smooth revival of the Corporate Debtor post-approval of the Resolution Plan.

13. **DECISION OF THE ADJUDICATING AUTHORITY:**

i. It is observed that Section 12(3) of IBC mandated maximum CIRP period as 330 days including all extensions and litigation time which is a mandatory timeline, not directory. The Supreme Court categorically held in Kalyani Transco v. Bhushan Power & Steel Ltd. (2025):

> *"The consequences of not receiving the Resolution Plan under sub-section (6) of Section 30 before the expiry of CIRP period or the maximum period permitted for completion of the CIRP under Section 12, have been laid down in Section 33, according to which the NCLT had to pass an order requiring the Corporate Debtor to be liquidated"*
>
> *"The completion of CIRP within 330 days, including all extensions and litigation delays, is mandatory. Delay is an anathema to the Code. If resolution is not completed within the statutory period, liquidation is the only permissible outcome*"

In the present case, even if the Application's calculation is taken, the 8th CoC meeting was held on 22.02.2023 which was beyond the CIRP period. More critically, the 9th CoC meeting was held on 28.12.2024 – which was approximately 1056 days from commencement, far exceeding the 330-day statutory limit. No extension was sought before plan approval. Under Section 33(1) of IBC, when CIRP period expires without resolution plan approval, the Adjudicating Authority shall pass an order requiring the Corporate Debtor to be liquidated.

ii. Further, Section 5(24) defines related party with exhaustive categories; Section 21(2) first proviso states that Related party financial creditors cannot vote in CoC;

Section 30(2) states that Resolution Plan must not contravene any law. The SC in ***M K Rajagopalan v. Periasamy Palani Gounder*** held that:

> *"It has rightly been argued on behalf of the appellants and had rightly been observed by the adjudicating authority that there was no provision in the Code which mandates that the related party should be paid in parity with the unrelated party"*
>
> *"So long as the provisions of the Code and the CIRP Regulations are met, any proposition of differential payment to different class of creditors in the resolution plan is, ultimately, subject to the commercial wisdom of CoC and no fault can be attached to the resolution plan merely for not making the provisions for related party."*

Here, Ms. Nidhi Suri was judicially declared a related party by order dated 17.10.2024. This order attained finality (not challenged by RP or Ms. Nidhi Suri). Further, the resolution plan provides Rs. 7,39,068 payments to unsecured financial creditors including Ms. Nidhi Suri whereas Operational Creditors receive NIL payment. This violates the principle that related parties cannot be paid at par with or priority over unrelated creditors. Further, Plan was approved with Ms. Nidhi Suri as member of CoC before she was declared a related party. After declaration, plan cannot be modified to remove her payment hence creating incurable illegality in the plan.

iii. It is pertinent to note that there has been an explicit violation of Section 30(2)(b) of the Code. Minimum Payment to Operational Creditors/Employees is required to be made as per provisions of Section 30(2)(b) and Supreme Court in ***Essar Steel Case (2019)*** stated that *"Section 30(2)(b) ensures that dissenting financial creditors get at least the amount they would receive in liquidation. This expressly included the minimum payment of liquidation value to operational creditors."* Here, RP claims no employee dues exist for 12 months preceding insolvency. However, RP has not produced Information memorandum or claim forms where Balance Sheet alone is insufficient proof. Hence the Burden of Proof lies on RP to demonstrate that no dues exist. Further, Plan provides NIL Payment to statutory creditors including IT Department which extinguishes all government dues unilaterally hence violating Section 30(2)(e) as it contravenes tax laws.

iv. As per the judgement of Hon'ble Supreme Court in ***State Tax Officer vs Rainbow Papers Limited, Civil Appeal No. 1661 of 2020***, the secured statutory creditors must be paid at par with the claims of the secured financial creditors. The Revised Form-H filed by the Applicant on 13.10.2025 vide Diary No. 5605 does not specify any amount admitted towards the Government dues (Income Tax Department). However, **IA 66 of 2025, filed on 06.01.2025,** updating the List of Creditors of SDU Travels Private Limited as on 18.12.2024 specifies that the Applicant has **admitted Rs. 1,21,15,752 towards Government Dues (Assistant Commissioner of Income Tax TDS Circle – 3(1).** This evidently shows that the Applicant has clandestinely couched the amount from being specified in the revised Form-H to give an impression to this Tribunal that no claims of the Income Tax Department has been provided which is against the above-mentioned precedent. (A copy of this order maybe forwarded to the IBBI for proceeding with necessary actions)

v. In view of the discussions made above, it is noticed that various requirements under Section 30(2)(b) of IBC, 2016 read with Regulation 38(1) and 38(1A) have not been fulfilled, which is a mandatory provision for approval of Resolution Plan under Section 31(1). In view of the discrepancies noted above which has been completely ignored in the resolution plan and the absence of payment to the Employees and Statutory Authorities in line with the Judgement of ***State Tax Officer v. Rainbow Papers Limited (Civil Appeal No. 1661 of 2020)***. In this regard, it is pertinent to refer to the provisions under Section 30 (2) (e) and 30 (2) (f) of IBC, accordingly to which the Resolution Plan has to meet the requirements specified by the Board and does not contravene any provisions of the law. Thus, it is seen that there is a violation of Section 30 (2) (e) and (f) of the Code.

vi. Accordingly, the Resolution Plan manifestly violates various vital provisions of Regulation 38 of the IBBI (Insolvency Resolution Process for Corporate Persons) Rules, 2016 as discussed above. It is a settled law that such Resolution Plan which does not meet the basic and essential statutory requirements of the Code and Regulations cannot be sustained. Consequently, in accordance with the proviso of Section 3 (1) of the IBC, 2016 the proposed Resolution Plan **cannot be approved** as the requirement of Section 30(2)(b) of IBC, 2016 read with Regulation 38(1) and 38(1A) have not been complied with. Therefore, the proposed Resolution Plan is hereby **rejected** under Section 31 (2) of the Code. As such **I.A No. 177/2023** is hereby dismissed.

vii. In consequence of the dismissal of the Resolution Plan, an order of liquidation is hereby passed. The direction for commencement of liquidation stands issued vide separate docket order dated 12.11.2025.

-Sd-	**-Sd-**
RADHAKRISHNA SREEPADA **MEMBER (TECHNICAL)**	**SUNIL KUMAR AGGARWAL** **MEMBER (JUDICIAL)**