THE NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH-I

IA LIQ 47 of 2025

Under Sections 33(3) r/w Section 74(3) of the Insolvency and Bankruptcy Code, 2016

STATE BANK OF INDIA

...**Applicant**

V/s

ASHOK DATTARAY ATRE

…**Respondent**

In the matter of

COMPANY PETITION NO. 3448/MB/2018

TRACTEBEL ENGINEERING PVT. LTD.

…Petitioner

V/s

TRANSPARENT ENERGY SYSTEMS PVT. LTD.

…Respondent

Order delivered on: 30.10.2025

Coram*:*

Shri Prabhat Kumar
Hon'ble Member (Technical)

Shri Sushil Mahadeorao Kochey
Hon'ble Member (Judicial)

Appearances:

For the Applicant	:	Adv. Nisha Kaba a/w Adv. Harshal Khare, Adv. Abhijit Singh, Adv. Praveen Kumar Nayak
For the Respondent	:	Adv. Shyam Kapadia, Adv. Vikrant Shetty, Adv. Kush Shah

ORDER

1. The present Application IA LIQ 47/2025 was filed by State Bank of India (Applicant), under Section 33 (3) read with section(s) 33 (3) read with 74 (3) of the Insolvency and Bankruptcy Code, 2016, seeking following reliefs:-

   a) *pass an order of Liquidation of the Respondent/ Corporate Debtor i.e. Transparent Energy Systems Pvt. Ltd;*

   b) to pass appropriate directions against the Respondent in terms of Section 74(3) of IBC for contravention of the Resolution Plan;

   c) direct the Liquidator to issue a Public Announcement stating that the Corporate Debtor is in liquidation in terms of Regulation 12 of the Insolvency and Bankruptcy Board in India (Liquidation Process) Regulations, 2016;

   d) direct the Registry to communicate the order of liquidation to relevant Registrar of Companies and to the Insolvency and Bankruptcy Board of India;

   e) pass an order directing the order of moratorium passed under Section 14 of the Insolvency and Bankruptcy Code, 2016 shall cease to have its effect and that of fresh *moratorium under Section 33 (5) of the Insolvency and Bankruptcy Code, 2016 shall commence;*

f) *direct the Liquidator to proceed with the process of liquidation in a manner laid down in Chapter III of Part II of the Insolvency and Bankruptcy Code, 2016 and in accordance with the relevant Regulations;*

g) *For such other order and further orders as this Hon'ble Tribunal deems fit in the facts and circumstances of the case; and*

h) *For Costs.*

2. The present Application is filed for liquidation of the Corporate Debtor under Section 33 (3) read with Section 74 (3) of the Insolvency and Bankruptcy Code, 2016 consequent upon alleged failure of the Respondent to implement the resolution plan. The Applicant is a sole Financial Creditor of the Committee of Creditors, having 100% voting share. The Applicant is also a member of the Monitoring Committee, overseeing the implementation of the approved resolution plan submitted by Mr. Ashok Dattatray Atre (former promoter) in respect of Transparent Energy Systems Pvt. Ltd.

3. This Tribunal, vide an order dated 08.03.2019, inter alia admitted the Company Petition filed by Tractebel Engineering Pvt. Ltd. under Section 9 under the Insolvency and Bankruptcy Code ("IBC") for initiation of Corporate Insolvency Resolution Process ("CIRP") of Transparent Energy Systems Pvt. Ltd. and appointed Mr. Ashish Vyas as the Interim Resolution Professional ("IRP"). Subsequently, on 17.05.2019, the CoC

resolved to appoint Mr. Nimit Kalsi as the Resolution Professional ("RP"), whose appointment was confirmed vide this Tribunal's order dated 15.07.2019. On 21.02.2020, this Tribunal allowed M.A No. 461 of 2020, for replacement of Mr. Nimit Kalsi, RP with Mr. Vijendra Kumar Jain.

4. Since the Corporate Debtor was an MSME, the Respondent being the Promoter of the Corporate Debtor submitted the Resolution Plan, which was presented before the CoC. On 20.11.2020, during the 16th CoC meeting, the CoC approved the Resolution Plan with 100% votes.

5. On 16.04.2021 NCLT allowed IA No. 07 of 2021, approved the Resolution Plan and appointed Mr. Vijendra Kumar Jain as the Chairman of the MC (**Monitoring Committee**). As per the approved Resolution Plan, the Respondent was required to pay a total sum of Rs. 19.72 crores in 6 tranches within a period of 3 years from the date of approval of the Resolution Plan. The Respondent made a payment of first 3 tranche amounting to Rs. 6.92 crores (35%) out of 19.72 crores under the Resolution Plan.

6. During the 4th Monitoring Committee meeting, the Respondent in its quarterly compliance had sought revision in the timelines for the payment to creditors as per approved Resolution Plan, citing delays in recovery from various arbitration proceedings, however, the Applicant advised the Respondent to adopt to the alternative sources of funds and try and stick to the original payment schedule.

7. During the 5th & 6th MC meetings, the Respondent apprised the members about delay in making payments and proposed to

file an interim application before NCLT seeking extension of timelines by 2 yrs for last three tranches. The Applicant objected to the extension and stated that 2 years extension will hamper the NPV calculation done by them, based on which they have given approval of resolution plan.

8. The Respondent filed IA No. 483 of 2023 before this Tribunal on 02.02.2023 seeking extension of 2 (two) years in the original timelines of the approved Resolution Plan consequent to default in making payment of the 4th tranche i.e. INR 91.41 Lacs.

9. The Applicant had filed IA No.4034 of 2023 on 01.09.2023 before this Tribunal seeking liquidation of the Corporate Debtor as the Respondent had failed to implement the resolution plan and explore the alternate source of funding.

10. The Tribunal allowed IA No. 4034 of 2024 (Liquidation Application) filed by the Applicant on 04.01.2024 and dismissed IA No. 483 of 2023 (Extension Application) filed by the Respondent in view of express unwillingness of CoC to extend the timelines after observing that "*We are conscious of legal proposition that this Tribunal, generally, should refrain from modifying the terms of approved Resolution Plan unless the same is concurred by the CoC*"..

11. The Respondent filed Company Appeal (AT)(Ins) No. 221 and 222 of 2024 before the Hon'ble National Company Law Appellate Tribunal ("Hon'ble NCLAT") seeking to set aside the order dated 04.01.2024 (Liquidation Order) passed by this Tribunal.

12. On 07.02.2024 the Hon'ble NCLAT passed an order granting interim stay on the liquidation proceedings after considering the submissions that *the Respondent had arranged for funds and he shall make payment of 4th tranche within 30 days from the date of passing of the order.*

13. On 27.03.2024 the Hon’ble NCLAT reserved judgement and directed the parties to file short notes of submissions. The Hon’ble NCLAT also recorded that the Respondent proposed to sell the Shirwal factory before 31.03.2024.

14. On 31.03.2024 the Respondent wrote a letter to the Applicant stating that they have received a potential buyer for the **Lonand factory** and that they have received a letter of intent from the buyer for a consideration of Rs 1400 Lacs. Pertinently, the sale of **Lonand factory** was not an Alternative source of funding envisaged under the Resolution Plan.

15. The Respondent filed an IA No. 2366 of 2024 on 01.04.2024 seeking directions from the Hon'ble NCLAT to sell the Lonand factory. On 08.04.2024 the Hon'ble NCLAT disposed of Company Appeal (AT)(Ins) No. 221 and 222 of 2024 by setting aside the Liquidation Order dated 04.01.2024 in following terms :

(a) The time for payment of fourth and fifth tranche is extended till 15.04.2024.
(b) The Applicant is permitted to sale Shirwal factory as per Clause 5.1.2.12 of the Resolution Plan. The State Bank of India will issue Letter of Intent for sale of the assets. Entire amount received from sale of Factory, shall be paid to SBI

to cover the payments of fourth and fifth tranches and balance amount shall also be earmarked for payment of sixth tranche.

(c) The time for payment of sixth tranche is extended upto 15.04.2025.

(d) Any balance payment, which is made by the Appellant after 15.04.2024 for payment of amount towards Resolution Plan, shall carry interest at the rate prevalent by SBI and the Appellant for any payment made after 15.04.2024, shall also make the payment of interest with effect from 16.04.2024, till the date of payment of the amount, within the time as allowed above."

16. The Applicant filed an appeal before Hon'ble Supreme Court against the Order dated 8.4.2024. The Hon'ble Supreme Court in its order dated 17.05.2024 observed that *"It is an admitted position that the respondents have not made payment of fourth and fifth tranche in terms of the sub-clause (a) of clause (II) of paragraph 28 of the impugned judgement. Necessary consequences in law will follow."* and posted the matter for hearing on 7.8.2025. The said appeal is still pending.

17. It is case of the applicant that the Respondent has failed to make payments within extended period as well and despite follow up with the Respondent 17.03.2025 and 4.4.2025, no reply has been received. Accordingly, during the 15th MC meeting, the members were apprised about of non-responsive attitude of the Respondent and expiry of extended period as well.

18. The Respondent filed the reply stating that (a) t the act of the Applicant/ SBI to file the present IA before this Tribunal, during pendency of its appeal before the Hon'ble Supreme Court, is not only unlawful but contemptuous in nature; (b) the "*consequences of law*" mentioned in the said order dated 17th May 2024 are to be determined only by the Hon'ble Supreme Court based on the rival contentions of the parties and the adjudication of facts as well interpretation of on the subject matter; and (c) the Applicant/ SBI has knowingly and wilfully suppressed vital facts as well as documents, which are materially important for the present IA. The Respondent has attributed non- issuance of No Objection Certificate for sale Shirwal factory of the CD and for sale Lonand factory of the CD by the Applicant for his default in payment of balance resolution money.

19. Heard the Counsel and perused the material on record.

20. As regards non-issuance of NoC for sale of Lonand Factory, it is relevant to refer to the Hon'ble NCLAT order dated 8th April, 2024 wherein it has held at para 27 that "*……With regard to prayers made in the IAs regarding sale of Factory & Machinery located at y located at A-51 & 52, MIDC Industrial Area, Lonand, Dist. - Satara, Maharashtra, the said sale of Factory is not contemplated in Clause 5.1.2.12 of the Resolution Plan. All assets of the Corporate Debtor being mortgaged and in charge of the SBI, it is for the SBI to consider any such prayer, for which no direction can be issued in the IA Nos.2366 and 2367 of 2024 as prayed.……*"

21. Further, the Hon'ble NCLAT considered it appropriate to extend the timelines for payment of balance resolution money observing that "*…… the proposal of the Appellant dated 26.02.2024 for sale of Shirwal Factory ought to be accepted, which is in accordance with Clause 5.1.2.12 of the Resolution Plan. The SBI shall issue necessary Letter of Intent for sale of the assets as undertaken by the Appellant……..*"

22. It follows from the said order that the Applicant was directed to issue Letter of Intent for sale of the Shirwal Factory and the directions in relation to sale of Lonand factory was categorically denied. As the applicant was bound by Hon'ble NCLAT, the issuance of a Letter of Intent was to follow however, for that to follow, there has to be a unconditional and binding proposal from the prospective buyer.

23. It is relevant to refer to letter dated 31.3.2024 wherein the proposal dated 26.02.2024 in relation to sale of Shirwal factory has not been referred to. The relevant part of said letter is reproduced here in below :

> *"Given our priorities for payments under the approved Resolution Plan and SBI's concerns on payments ,we have been exploring more potential buyers for Lonand factory as well, and we are pleased to inform you that, as an outcome of our said efforts, on 29.03.2024 we have received a firm Letter of Intent ("LOl") from another potential buyer - Mis Ravi Industries, for purchase of Lonand factory for a consideration of Rs. 1,400 Lacs and the said buyer has also furnished another Letter of Intent of even date for purchase of machinery in the said factory for a separate consideration of Rs. 150 Lacs. (copies attached).*

We reque.st you to note that as per the LO! obtained, the total consideration from the proposed sale of Lonand factory is Rs. 1,550 Lacs, as against the entire balance amount of Rs. 1280 Lacs for the remaining three tranches of the resolution plan. Therefore, the proposed sale of Lonand factory alone, irrespective of sale of Shirwal factory, would result into successful completion of all payments under the resolution plan without depending on the litigation recoveries and potential delays thereof due to reasons beyond the control of SRA.”

24. The above said letter dated 31.3.2024, though sent prior to order dated 8th April, 2024, does not refer to earlier proposal dated 26.02.2024 and no later communication has been placed on record asking Applicant to issue LoI in furtherance to proposal dated 26.02.2024. It follow therefrom that the proposal dated 26.02.2024 had lapsed. Further, the proposal dated 26.02.2024 was addressed to the Corporate Debtor with attention to the Respondent requiring the acceptance of said proposal to enable the proposer to start due diligence and deposit Rs. 1.00 crores as EMD. The said proposal had not contemplated acceptance of proposal by Applicant, who otherwise was bound to allow it in terms of the approved resolution plan. We could not understand as to how the it can be alleged that the said proposal did not materialize on account of non-issuance of NoC by the Applicant, which was to be issued only after a binding and unconditional proposal from the prospective buyer. Accordingly, we do not find any merit in the contention of the Respondent that it could not fulfil its obligations in terms of Order dated 8th April, 2024 on account

of non-issuance of Letter of Intent by the Applicant, for which, in our opinion, the need never arose.

25. In this context, it is relevant to refer to the minutes of 12th MC meeting held on 30.4.2024 (after the Hon'ble NCLAT order). It is recorded therein :

> *"Sale of the Shirwal plant & Lonand Plant :- The SRA mentioned that from consideration received sale of the Shirwal plant, the payment of the 4th and 5th tranche would be done. However, from the consideration received from the sale of Lonand Plant all the pending tranche payments could be done. Thus, the SRA requested SBI to issue NOC for sale of both Shirwal plant & Lonand Plant, so that the payments proposed in the Resolution Plan could be completed."*

26. This emphatically clarifies that the Respondent had expressed their inability to pay 6th tranche in the absence of sale of Lonand Factory, even if sale of Shirwal factory takes place. It is also relevant to refer email dated 23.7.2025 from one of director of Corporate Debtor, Mr. Ajit Apte, to the Applicant, wherein also he has insisted upon sale of Shirwal as well as Lonand Factory. The relevant part of said email is reproduced here as under :

> *"We have been wondering all along as to why a giant like SBI, instead of implementing the directions from NCLAT in its letter and spirit, should be so hellbent on pushing a small MSME like us, where SBI's balance dues from resolution plan are less than Rs. 10 crores. While we have been making every effort for implementation of the resolution plan, we have been dragged into a prolonged litigation by SBI to pursue liquidation of our company.*

Time is still not fully lost!! SBI can simply issue the NOCs for sale of our Lonand plant and Shirwal plant and we will use the sale proceeds to immediately clear the entire balance outstandings under the approved resolution plan immediately."

27. The sale of Shirwal and Lonand Factory was further reiterated in email dated 4th October, 2025 and it is asserted therein that "*The contention from SBI that sale of Lonand factory is not part of the resolution plan is completely contrary to its own written submissions made before the Hon'ble NCLAT on 4th April 2024. SBI, in the said written submissions dated 4th April 2024, has contended that SBI was all the time recommending in various MC meetings that the SRA should explore the option of sale of Shirwal as well as Lonand factory.*" However, we note that the Hon'ble NCLAT in its order dated 8th April, 2024 has categorically held that sale of Lonand Factory is not contemplated in the Resolution Plan, hence no direction could be issued.

28. As the extended timelines for making payment of even 6th Tranche has expired on 15th April, 2025 and the payment towards 4th Tranche and 5th Tranche are still to be completed, which could not be completed even by way of sale of Shirwal Factory, unless Lonand factory is also allowed to be sold by the Applicant, we have no hesitation to hold that the Respondent has failed to adhere to the extended timelines as well and is merely banking upon sale of Lonand Factory to honour his obligations under the approved resolution plan. Since, the sale of Lonand Factory is not contemplated in the Resolution Plan, this Tribunal can not issue any direction in relation thereto.

29. Accordingly, we consider it appropriate to hold that the Respondent has failed to implement the resolution plan and the necessary consequence(s) has to follow. The amount paid so far to the Corporate Debtor by the SRA shall stand forfeited and shall be appropriated in accordance with provisions of the Code. Hence, we pass following order to liquidate the corporate debtor.

30. Hence ordered.

ORDER

a) The Application be and the same is allowed. The Corporate Debtor, **Transparent Energy System Pvt. Ltd.**, shall be Liquidated in the manner as laid down in Chapter-III of the Code.

b) **Mr. Vijendra Kumar Jain**, Insolvency Professional having IBBI Registration No. **IBBI/IPA-001/IP-P00721/2017-2018/11253** is appointed as Liquidator of **Transparent Energy System Pvt. Ltd.**

c) That the Liquidator for conduct of the Liquidation proceedings would be entitled to the fees as provided in Regulation 4(2)(b) of the Insolvency and Bankruptcy Board of India (Liquidation Process Regulations), 2016.

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

e) Liquidator shall issue public announcement stating that Corporate Applicant is in Liquidation.

f) The Liquidator shall strictly act in accordance with the provisions of IBC, 2016 (viz. Sections 35 to 50 and 52 to 54) and other relevant rules and Regulations including Insolvency and Bankruptcy (Liquidation Process) Regulations, 2017 as amended up to date, enjoined upon him.

g) The Liquidator shall endeavour to sale the Company as a going concern during the liquidation in terms of Regulation 32A of the Liquidation Process Regulations. In case he is not able to do so within a period of 90 days from this date, he shall proceed in accordance with clauses (a) to (d) of Regulation 32 of the Liquidation Process Regulations.

h) Subject to Section 52 of the Code no suit or other legal proceedings shall be instituted by or against the Corporate Applicant. This shall however not apply to legal proceedings in relation to such transactions as may be notified by the Central Government in consultation with any financial sector regulator.

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

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

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

l) The Liquidator shall submit progress reports as per Regulation 15 of the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016.

m) The Liquidator is hereby Authorized to represent the Corporate Applicant before the Government Authorities, if need be.

n) Registry shall furnish a copy of this Order to the **Insolvency and Bankruptcy Board of India, New Delhi; Regional Director (Western Region), Ministry of Corporate Affairs; Registrar of Companies & Official Liquidator, Maharashtra; the Registered Office of the Corporate Applicant; and the Liquidator, Mr. Vijendra Kumar Jain, having address 401/402, Sai Trishul, Raviraj Oberoi Complex, Off New Link Road, Andheri West ,Mumbai**

City,Maharashtra ,400053, having E-mail ID vkj310 @gmail.com.

31. A copy of this order be sent to IBBI for necessary action in terms of Section 74(3) of the Insolvency & Bankruptcy Code, 2016.

32. In terms of the above, IA (Liq) 47 of 2025 is allowed and disposed of.

-Sd/-	**-Sd/-**
Prabhat Kumar	**Sushil Mahadeorao Kochey**
Member (Technical)	Member (Judicial)