



IN THE NATIONAL COMPANY LAW TRIBUNAL, BENGALURU BENCH
[Through Physical hearing/ VC Mode (Hybrid)]

ITEM No.17
I.A (IBC) (Plan) 05/2025 in
CP (IB) No.112/BB/2023

IN THE MATTER OF:

Antony Augustine & Others ... Petitioner
Vs
M/s LGCL Urban Homes (India) LLP Respondent

Petition under Section 7 of the I & B Code 2016

Order delivered on: 19.01.2026

CORAM:

SHRI. SUNIL KUMAR AGGARWAL
HON'BLE MEMBER (JUDICIAL)

SHRI. RADHAKRISHNA SREEPADA
HON'BLE MEMBER (TECHNICAL)

PRESENT:

For the RP : Shri Srinandan.K
Mrs. Ramanathan Bhuvaneshwari

ORDER

I.A (IBC) (Plan) 05/2025

1. Heard the Ld. Counsel for RP.
2. **Resolution Plan is approved vide separate order.**
3. List the case on **13.04.2026** for reporting on implementation by monitoring committee.

-Sd-

RADHAKRISHNA SREEPADA
MEMBER (TECHNICAL)

-Sd-

SUNIL KUMAR AGGARWAL
MEMBER (JUDICIAL)

Gy



IN THE NATIONAL COMPANY LAW TRIBUNAL, BENGALURU BENCH

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

I.A. (PLAN) NO. 05/2025

IN

C.P. (IB) NO. 112/BB/2023

*(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) and
Rule 11 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules,
2016.)*

IN THE MATTER OF:

LGCL URBAN HOMES (INDIA) LLP

Represented by its Resolution Professional,

Smt. Ramanathan Bhuvaneshwari

Address: 12/1, Rest House Road,

Bangalore, Karnataka, India- 560001.

.... Resolution Professional/Applicant

IN THE MAIN MATTER OF:

ANTHONY AUGUSTINE AND ORS

....

Financial Creditors

Versus

LGCL URBAN HOMES (INDIA) LLP

....

Corporate Debtor

Order delivered on: 19.01.2026

Coram:

1. Shri Sunil Kumar Aggarwal, Hon'ble Member (Judicial)
2. Shri Radhakrishna Sreepada, Hon'ble Member (Technical)

ORDER

1. **Smt. Ramanathan Bhuvaneshwari** (Resolution Professional of the Corporate Debtor') has filed this application on 26.08.2025 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 seeking approval of the Resolution Plan of the Corporate Debtor submitted by *M/s Nanu Ram Goyal & Co. (Successful Resolution Applicant/SRA)*, and approved by the



Committee of Creditors in its 8th CoC meeting held on 19.07.2025 with 100% voting share.

2. ABOUT THE CORPORATE DEBTOR

LGCL Urban Homes (India) LLP, Corporate Debtor was admitted to undergo Corporate Insolvency Resolution Process vide order dated 14.11.2024 under Section 7 of IBC, 2016 for committing default in payment of debt amounting to Rs. 3,99,45,816 and **Smt. Ramanathan Bhuvaneshwari** (IBBI/IPA-002/IP-N00306/2017-18/10864) was appointed as the Interim Resolution Professional. Subsequently vide order dated 04.02.2025 passed in IA 36/2025, she was confirmed as the Resolution Professional of the Corporate Debtor.

Name of the Company	M/s. LGCL URBAN HOMES (INDIA) LLP
LLPIN	AAB-4374
Date of Incorporation	02.04.2013

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

S. No.	Date	Particulars
1.	14.11.2024	Corporate Debtor admitted into CIRP and appointment of IRP.
2.	21.11.2024	Paper Publication for Public announcement in Form A.
3.	11.12.2024	<i>1st CoC Meeting</i> - Applicant was confirmed as RP of the Corporate Debtor by the CoC.
4.	28.12.2024	Registered Valuers appointed by the Applicant after the approval of the CoC.
5.	13.01.2025/30.04.2025	Paper Publication issuing Form G for expression of Interest.
6.	13.05.2025	Date of Expiry of 180 days of CIRP
7.	26.05.2025	Date of Order extending the period of CIRP, in I.A. 429/2025
8.	26.05.2025	RFRP, IM issued to the CoC members.
9.	06.06.2025	List of Prospective Resolution Applicant (PRAs) prepared
10.	26.06.2025	Last date for submission of Resolution Plan by PRAs.
11.	26.06.2025	Date of placing the Resolution Plan before CoC
12.	23.07.2025	Date of Approval of Resolution Plan by CoC
13.	30.07.2025	Date of Filing of resolution plan with AA.
14.	11.08.2025	Date of expiry of extended period of CIRP

3. APPOINTMENT OF REGISTERED VALUERS:



Registered Valuers were appointed on 28.12.2024, copy of valuation reports has been attached as *Annexure P*, the Fair Value and Liquidation value of the Corporate Debtor is as follows:

Particulars	Fair Value (Rs.)	Liquidation Value (Rs.)
Valuer I- Kusuma Umesh	10,00,00,000	8,20,00,000
Valuer II- Chaithanya	12,25,00,000	9,80,00,000
Average	11,12,50,000	9,00,00,000

4. DETAILS OF THE SUCCESSFUL RESOLUTION APPLICANT

M/s Nanu Ram Goyal and Co., a sole proprietorship firm, established by Mr. Dwarka Dass Goyal who has experience in the construction sector spanning more than 30 years. Mr. Ashish Goyal is the Planning Director of the firm and is a well-known face in the construction industry, who has taken over the management of the Firm by virtue of General Power of Attorney dated 09.06.2021 executed by Mr. Dwarka Dass Goyal. He has completed many civil engineering projects. Total Net worth of Mr. Dwarka Dass Goyal as on 31.03.2024 is **Rs. 29,51,22,713/-**, net worth certificate is submitted vide Memo dated 09.12.2025. The total net worth of Mr. Ashish Goyal, as per Certificate dated 12.02.2026 from AASM & Co., Chartered Accountants is **Rs. 21,78,47,440/-**.

Further, till date, NRG & Co. has successfully completed the following residential Projects:

- Jaypee Projects,
- Noida DLF Valley, Amravahani, Panchkula
- HEWO GH-02, Panchkula
- The New Haryana Officers Co-operative Group Housing Society Ltd. GH-01, Sector-6, Panchkula

The Resolution Applicant also undertakes to appoint following individuals as directors cum shareholders of the Corporate Debtor, in the event of approval of this Resolution Plan by the Adjudicating Authority

Name	% of proposed shareholding in the Corporate Debtor	Proposed Designation in the Corporate Debtor
Mr. Ashish Goyal	40	Executive Director
Mr. Vinit Gupta	30	Executive Director
Mr. Vikram Tuli	30	Executive Director



The net worth of Mr. Vinit Gupta, as on 31.03.2023 is **INR 5,71,57,787/-** (Rupees Five Crores, Seventy-One Lakhs, Fifty-Seven Thousand, Seven Hundred and Eighty-Seven only). The total net worth of Mr. Tuli, as on 11.01.2024 is **INR 10,09,18,000/-** (Ten Crores, Nine Lakhs, Eighteen Thousand only).

The Resolution Applicant meets the criteria provided by the CoC and is also eligible under Section 29A of the Code, affidavit regarding the same along with the due diligence report under Regulation 36A(8) has been submitted as **Annexure Q** to the Instant Application, confirming the eligibility of the SRA.

5. **FEASIBILITY AND VIABILITY OF THE PLAN:** Chapter 4 of the Plan talks about the cause of default and addresses the cause of default. Further, chapter 8, para 5 addresses the feasibility and viability and states that the Resolution Applicant has proposed to deliver the units in order settle the dues of the Home-buyers. Further the Resolution Plan also provides for the settlement of dues towards all the Creditors/Stakeholders been elaborated in a manner which has in detail the Financial Proposal (forming part of this Resolution Plan). The Resolution Applicant is enclosing summarized cash flow plan elaborating the technical and financial feasibility and viability of the Project under this Resolution Plan and on the basis of its wide experience in real estate space and possess technical and management capability to handle significantly large projects, has definitive plans to revive and turnaround the Corporate Debtor in the best interest of all the stakeholders. The Resolution Plan also states the process of its implementation and management to make it feasible and viable.

6. **SOURCE OF FUNDS AND PERFORMANCE BANK GUARANTEE:**

- **Source of Funds:** To ensure the timely execution and financial viability of the project, the Resolution Applicant proposes a total capital infusion of INR 10 crore, to be deployed as working capital in two tranches, along with an additional contribution by the Special Purpose Vehicle (SPV). Resolution Applicant shall open an ESCROW Account/Separate Bank Account for depositing the funds and maintain transparency.

1. **Initial Infusion - INR 5 crore (within 90 days):** The Resolution Applicant shall infuse INR 5 crore within 90 days from the Effective Date of the Resolution Plan. This funding shall be raised through a mix of: Equity capital,
I.A. (Plan) No. 05/2025 in CP (IB) 112/BB/2023



Private debt, Bank loans, or Institutional funding, including from entities such as the SWAMIH Fund or any other eligible sources. This tranche will address immediate liquidity needs and kick-start key construction and operational activities under the project.

2. **Subsequent Infusion - INR 5 crore (within 270 days):** An additional INR 5 crore shall be brought in within 270 days from the Effective Date, through the same eligible sources as mentioned above, sale of units or any other sources, This amount is proposed to bridge any interim funding gap and ensure the uninterrupted implementation of the project during its critical phases. Resolution applicant has provisioned an interest of 18% per annum in Financial Outlay against the Infused fund.
 3. **SPV Contribution – INR 10 lakh:** The SPV formed for executing the Resolution Plan shall independently contribute a sum of INR 10 lakhs towards the project. All the above-mentioned funds, totaling INR 10 crore, shall be earmarked as working capital for the execution of the project in line with the approved timelines, milestones, and deliverables outlined in the Resolution Plan.
- **Performance Bank Guarantee:** The memo dated 09.12.2025 contains the bank guarantee for an amount of INR 1,00,00,000, valid till 23.07.2027.

7. CAPITAL RESTRUCTURING

Current shareholding pattern of the Corporate Debtor is:

Sl. No.	Partner Name	Capital Contribution (INR)	Percentage Share
1.	M/s Lalith Gangadhar Constructions Pvt. Ltd.	75,000	75%
2.	Mr. Girish Puravankara	24,000	24%
3.	Ms. Rashmi Puravankara	1,000	1%
Total		1,00,000	100%

Upon implementation of the Resolution Plan, the existing directors and key managerial personnel of the Corporate Debtor shall cease to hold office, a new Special Purpose Vehicle shall be incorporated with the sole purpose of resolution of the corporate debtor with an initial capital infusion of INR10 lakh. The SPV shall be managed by a Board comprising three Directors, namely Mr. Ashish Goyal, Mr. Vinit Gupta, and Mr. Vikram Tuli. The proposed shareholding structure of the SPV shall be

as follows: Mr. Ashish Goyal Representing NRG and Co.- 40% Mr. Vinit Gupta -30% Mr. Vikram Tuli – 30%.

No payment shall be made by the Resolution Applicant to the existing shareholders or their associated company/concerns/related parties of the Corporate Debtor or any other Person since the liquidation value of the Corporate Debtor is inadequate to make full payments to its Unsecured Financial Creditor and Unsecured Financial Creditors in a class, therefore no payment whatsoever shall be made to existing equity shareholders of the Corporate Debtor.

8. AVOIDANCE TRANSACTIONS, PENDING LITIGATION & IBBI FEE:

- **Avoidance Transactions-** The RP has not filed any application regarding Avoidance Transactions (Chapter III) or Fraudulent or Wrongful Trading (Chapter IV) as the RP is of the view that there were no diversion of funds and the value available in the company satisfies the liquidation value. An affidavit to this effect has been filed in memo dated 09.12.2025. Further as no application has been filed, the question of providing for the distribution of proceeds from such proceedings does not arise.
- **Pending Litigation-** The Resolution Professional declares that there are no other pending litigations in respect of Project "*LGCL United Tower*" as this Corporate Debtor is concerned. An affidavit to this extent has been filed in memo dated 09.12.2025.
- **IBBI Fee-** Chapter 6 of the Plan addresses the regulatory fees and states that the Resolution Applicant undertakes that this fee shall be treated as part of the CIRP cost and agrees to bear the same, subject to the approval of the Resolution Plan by the Committee of Creditors (CoC).

9. Heard *Sh. Srinandan K, Advocate*, learned counsel for the RP/Applicant and carefully perused the pleadings on record.

10. On 28.11.2025, following order was passed:

On perusal of the records, the following clarifications and documents in respect of the Resolution Plan are required to be furnished forthwith:

- a. *Updated, certified net-worth certificate(s) of the Successful Resolution Applicant together with audited balance sheets;*
- b. *Copy of the Joint Development Agreement;*
- c. *A detailed estimate of the amount to be expended by the Successful Resolution Applicant for completing the Project and ensuring timely delivery to home-buyers and the landowner;*



- d. An affidavit as required by Regulation 38(2)(d) of the IBBI (CIRP) Regulations, indicating how proceeds from any avoidance transactions, if realised, will be distributed among the various stakeholders of the Corporate Debtor;
- e. An affidavit regarding pending litigation;
1. Coloured photographs of the Project site, both internal and external reflecting the current physical status of the Project shall be annexed.
 2. It is noticed that Form H, Clause 4, records the Resolution Plan value as Rs.30,36,80,000, whereas elsewhere the Plan value is stated as Rs.29,36,80,000. The Successful Resolution Applicant/Resolution Professional is directed to clarify the same.
 3. In view of the above, the Resolution Professional is directed to furnish the above-mentioned documents and clarifications within a period of one week..."

In Applicant has filed compliance memo on 09.12.2025 and the same is taken on record.

SALIENT FEATURES OF THE RESOLUTION PLAN:

11. 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 6** of Form H):

Sl.	Name of Creditor	Voting Share (%)	Voting for Resolution Plan (Voted for/ Dissented/ Abstained)
	Home Buyers- 12 Nos. (Unsecured)		
1.	VJS Paul	9%	Voted For
2.	Antony Austine & Sherine Santosh	7%	Voted For
3.	E.Sridevi and M.Elango	7%	Voted For
4.	Pavani Veerabhai & Subbaraju	5%	Voted For
5.	Deepak Kumar & Richa Bharadwaj	5%	Voted For
6.	Sowmya Chalasani	11%	Voted For
7.	Ashish Kumar Surekha & Saritha Surekha	6%	Voted For
8.	Mohamed Abdul Kalam Azad & Khader Mohideen	8%	Voted For
9.	Jameerul Iqbal & Habeeba	11%	Voted For
10.	Tadi Chandrashekara Reddy	12%	Voted For
11.	Vinod Trikandoor Menon	13%	Voted For
12.	Rajesh Navale	7%	Voted For
	Total- class of creditors	100.00	

12. The details of stakeholders and the amounts provided for them under the Resolution Plan is given in **Para 7B** of Form H, given below:

(Amount In Rupees)

Stakeholder Type	Amount(s)				Payment schedule
	Amount Claimed (In Rs.)	Amount Admitted (In Rs.)	Realizable Amount under the Plan (In Rs.)	Amount Provided to amount claimed (%)	
Secured Financial Creditors					
Creditors not having a right to vote under sub-section (2) of section 21	Nil	Nil	Nil	Nil	Nil
Dissenting	Nil	Nil	Nil	Nil	Nil



Assenting	Nil	Nil	Nil	Nil	Nil
Unsecured Financial Creditors					
(a)Creditors not having a right to vote under sub-section (2) of section 21	Nil	Nil	Nil	Nil	Nil
(b) other than (a) above: Homebuyers					
- Dissenting	Nil	Nil	Nil	Nil	Nil
- Assenting	12,17,51,286	11,45,03,774	25,64,80,000	224%	Flats to be handed over in 24 months
Operational Creditors					
(i) Government	5,91,02,033	0	5,00,000		Upfront, i.e., within 90 days
(ii) Workmen	0	0	0	0	0
(iii) Employees	0	0	0	0	0
(iv)Other Operational creditors	0	0	0	0	0
Other Debts and Dues	1,07,87,02,560	11,98,10,720	3,67,00,000	30.63%	Rs. 5 Lakhs to ACRE within 90 days, balance within 270 days/Landlord to be handed over flats of his share as per JDA within 24 months
Shareholders	0	0	0	0	
Total	1,25,95,55,879	23,43,14,494	29,36,80,000	125.34%	

13. The compliance of the Resolution Plan as per Form H is hereunder:

Section of Code/ Regulation No.	Requirement with respect to Resolution Plan	Compliance Y/N	Relevant Clause
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	Y	Yes, Meets the criteria
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.	Y	Yes, the SRA is in the shortlisted PRAs
Section 30(1)	The Resolution Applicant has submitted an affidavit stating that it is eligible as per Code	Y	Complied. The RA provides for his eligibility under Section 29A in Chapter 8, Point 7 titled "Eligibility under Section 29A of the Code" and the affidavit is provided in Page 96-97 of the Plan.
Section 30(2)	The Resolution Plan- (a) provides for the payment of insolvency resolution process	Y	Complied as provided in Chapter 6 titled "Financial Proposal". [Pages 30-44]



	costs.		
	(b) provides for the payment of the operational creditors.	Y	Complied Page 35, Point 2.2 titled "Operational Creditors (Statutory/ Government Authorities)" details the manner of payment to claims submitted by GST Department, Commercial tax Department, ESI.
	(c) Provides for the payment to the financial creditors who did not vote in favour of the resolution plan?	Y	Complied 2.3 and 2.4
	(d) provides for the management of the affairs of the Corporate Debtor.	Y	Complied: Chapter 5, page 26. Titled "Management and Control"
	(e) provides for the implementation and supervision of the Resolution Plan.	Y	Complied: Chapter 8, Point 3 titled "Supervision of this implementation of the Resolution Plan" wherein in Point 3.2 the RA states that to ensure effective implementation a project monitoring committee has to be appointed.
	(f) does not contravene any of the provisions of the law for the time being in force.	Y	Resolution Applicant has prepared the Resolution Plan after taking into consideration compliance of all applicable laws and regulations and has not contravened any of the provisions of the law for the time being in force.
Section 30(4)	The Resolution Plan (a) is feasible and viable, according to the CoC	Y	Yes, Please refer the minutes of 8th CoC minutes enclosed the Application as <i>Annexure M</i> .
	(b) has been approved by the CoC with 66% voting share	Y	
Section 31(1)	The Resolution Plan has provisions for its effective implementation plan, according to the CoC	Y	
Regulation 38 (1)	The amount due to the operational creditors under the resolution plan has been given priority in payment over financial creditors	Y	Complied in Chapter 7 titled " <i>Treatment of creditors etc, under the Resolution Plan</i> " at page [50-67] being point 2.5.1, 2.5.2, 2.5.2.7.
Regulation 38(1A)	The resolution plan includes a statement as to how it has dealt with the interests of all stakeholders	Y	Complied
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 resolution plan approved under the Code.	Not Applicable	Complied. It provides in Chapter 2 of the Plan, details of successfully completed residential projects by the RA.
	(ii) If so, whether the Resolution Applicant has submitted the statement giving details of such non implementation?		Not Applicable
Regulation 38(2)	The Resolution Plan provides:		
	(a) the term of the plan and its implementation schedule	Y	Complied. Chapter 10 titled " <i>Indicative Timeline for implementation/implementation schedule</i> "
	(b) for the management and control of	Y	Complied Chapter 5, Point 4 titled



	the business of the Corporate Debtor during its term		"Management of the Corporate Debtor" and Point 5 titled "Management of the Project"
	(c) Adequate means for supervising its implementation	Y	Complied
Regulation 38(3)	The resolution plan demonstrates that –		
	(a) it addresses the cause of default	Y	Complied [Chapter 4 titled "Cause of Default" at point 4.1 and 4.2 at Page 24 of the Plan.]
	(b) it is feasible and viable	Y	Complied
	(c) it has provisions for its effective implementation	Y	Complied
	(d) it has provisions for approvals required and the timeline for the same	Y	Complied [Chapter 11 titled "Reliefs and Concessions" at Page 83-871
	(e) the resolution applicant has the capability to implement the resolution plan	Y	Complied [Chapter 2 titled "Brief about the Resolution Applicant", Pg 15-18]
Regulation 39(2)	Whether the RP has filed applications in respect of transactions observed, found or determined by him?	Y	No, RP has not filed avoidance application as the RP is of the view that there is no diversion of funds. This is dealt with in the Resolution Plan
Regulation 39(4)	Provide details of performance security received, as referred to in sub-regulation (4A) of regulation 36B.	Y	Yes, Provided Bank Guarantee, copy enclosed with application.

14. At this juncture it is necessary to refer to Section 30(2) of IBC 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 3[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.”

15. **REGULATORY COMPLIANCES:**

The compliance of Section 30(2) of the Code is given in Annexure to Form-H (supra).

The same is being further examined as under:

- a) **Section 30(2)(a):** The Resolution Applicant shall, out of the funds infused, make upfront payment towards the CIRP Costs (to the extent not paid by or recovered from the Corporate Debtor) in priority to any other payment to any other Person under this Resolution Plan. As per the information provided by the Resolution Professional, an actual amount of INR 28.19 lakh has been incurred towards CIRP costs in 6 months. However, in view of possible future requirements, the Resolution Applicant undertakes to make full upfront payment of the CIRP costs, **up to a maximum limit of INR 1 crore**, subject to the approval of the Committee of Creditors (CoC).
- b) **Section 30(2)(b):** As per Section 30(2)(b) of IBC Code, 2016 payment of debts of Operational Creditors should be in such a manner as may be specified by the Board, which shall not be less than the amount to be paid to the Operational Creditors in the event of liquidation of Corporate Debtor under Section 53.
 - i. **Operational Creditor (Other than Employees & Statutory Dues)-** As per Information Memorandum, no claims have been received from any operational creditors for goods and services due to which the SRA need not propose any payment towards such claims.
 - ii. **Operational Creditor (Workmen & Employees)-** As per the IM, no claims have been received from any workmen and employees due to which SRA need not propose any payment towards such claims.
 - iii. **Operational Creditor (Statutory Dues)-** As per the IM, following claims were received:
 - GST department amounting to Rupees 4,63,94,494.



- Commercial Tax department amounting to Rupees 1,24,45,975.
- Employee State Insurance amounting to Rupees 2,61,564.

RP has admitted a claim of NIL amount for these claims. However, a contingency provision of INR 5 lakh is being retained by the RP to cover any potential liability towards ESI dues. Further, The Resolution Applicant proposes to pay the dissenting financial creditors, if any, in accordance with the provisions of Section 30 of the Code read with Regulation 38(1)(b) of the CIRP Regulations.

- c) **Section 30(2)(c):** Chapter 5 of the Plan talks about the management and control. It states that to facilitate the implementation of the Resolution Plan and execution of the ongoing real estate project, a new Special Purpose Vehicle (SPV) shall be incorporated with the sole purpose of resolution of the corporate debtor with an initial capital infusion of INR 10 lakh. The SPV shall be managed by a Board comprising three Directors, namely Mr. Ashish Goyal, Mr. Vinit Gupta, and Mr. Vikram Tuli. The proposed shareholding structure of the SPV shall be as follows: Mr. Ashish Goyal Representing NRG and Co.- 40%; Mr. Vinit Gupta -30% and Mr. Vikram Tuli – 30%. This SPV shall be responsible for all aspects of project execution, including but not limited construction, marketing, sales, regulatory compliance and handover to homebuyers.
- d) **Section 30(2)(d):** In order to effectively manage and control the affairs of the corporate debtor during the implementation, Resolution Applicant proposes to appoint an Independent Engineer/Project Monitoring Committee to supervise and review the management and oversee the progress of the Project. The monitoring Committee shall be constituted within 15 days of NCLT Order and will constitute of following members:
- One IBBI registered Insolvency Professional, which shall be nominated by the Resolution Applicant
 - Two Representatives of Resolution Applicant
 - Two representatives from all the Financial Creditors in class as elected by the Committee of Creditors



The remuneration payable to the Independent Engineer/members of the Project Monitoring Committee and appointed Insolvency Professional will be decided in the 1st meeting to be held within 15 days of the effective date. MC shall not have any executive powers to make any decision of the business of Corporate Debtor as a going concern and business affairs of the CD. The role of the MC will be to oversee and monitor the implementation of the terms of Resolution plan. MC shall not have any right in decision making process of the CD. MC shall dissolve immediately after the closing date as envisaged under the Resolution Plan.

- e) **Section 30(2)(e):** The Resolution Applicant in Annexure attached to Form H, pg. no. 262, of the Plan confirms that the Resolution Plan is not in contravention of any of the provisions of the applicable laws for the time being in force.
- f) **Regulation 36B (4A) -** The Resolution Applicant has already submitted EMD Rs. 20,00,000/- (Rupees Twenty Lakhs only) at the time of submission of EOI. In addition, the SRA has also furnished the Performance Bank Guarantee of Rs.1,00,00,000 with *validity till 23.07.2027* which is at **Annexure –U** to the Application.
- g) 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):** It states that the amount due to the operational creditors under the Resolution Plan has been given priority in payment over financial creditors. However, in the present matter, there are no operational creditors with admitted claims.
 - 2) **Regulation 38(1A):** The Resolution Applicant has considered the interest of all the stakeholders and has accordingly proposed to make payment to the stakeholders in the following manner:

S. No.	Category of Creditor	Name sub-category	Claim Admitted by RP (INR)	Amount Proposed by RA (INR)	Remarks/Terms of payment
1.	Financial Creditors in a Class	12 Homebuyers	11,45,03,774	11,45,03,774*	Construction to be completed within 24 months from the effective date with extension of 6



					months, if required. Allottees to pay INR 1600/sq. ft. over and above outstanding payments from existing agreements (e.g. BBA).
2.	Operational Creditors GST (Statutory/G ovt.)	GST Department	4,63,94,494		Claim not admitted by RP. No payment proposed. Extinguished upon plan approval under IBC Sec. 31.
		Commercial Tax Dept.	1,24,45,975		Claim not admitted by RP. No payment proposed. Extinguished upon plan approval under IBC Sec. 31.
		Employee State Insurance (ESI)	2,61,564		Claim not admitted by RP. No payment proposed. Extinguished upon plan approval under IBC Sec. 31.
3.	Operational Creditors (Employees)	-	NIL		No claim received;
4.	Other Creditors (Unsecured)	Mr. P. Krishna Creditors (Landowner)	6,38,03,339	Claim settled with NIL . Not in cash; through construction and delivery of flats with an additional demand of INR 1600 per sq. ft.	Treated as unsecured other creditor. 23 flats to be constructed and handed over in similar timeline as homebuyers. One time contribution from landowner at 1600/ sq. ft.
5.	Other Creditors (Secured)	Assets Care & Reconstruction Enterprises Ltd. (ACRE)	5,60,07,381	5,00,000	Secured against 11 unsold flats. RA to pay INR 5,00,000 within 90 days of plan approval. Security interest extinguished upon full payment. (Refer clause 2.2)
6.	Contingency Provision	-	-	5,00,000	To cover any unforeseen liabilities including unadmitted or future claims. Maintained till Closing Date.
*After factoring in the escalation charge of INR 1,600 per sq. ft., the total cost of the flats exceeds the originally claimed amount and stands at INR 13,37,46,304 . Accordingly, the proposed amount is equivalent to the admitted claim amount.					



- 3) **Regulation 38(1B):** As mandated under Regulation 38(1B) of the CIRP Regulations, the Resolution Applicant confirms in *Chapter 2* on Pg. 372 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):** Clause 4.1 at pg. no. 380 of the plan states that default primarily occurred due to prolonged project delays and severe financial distress. The firm failed to complete and deliver a villa project in **Anekal** even after nearly a decade, which led to regulatory intervention by the Karnataka Real Estate Regulatory Authority (RERA) under Section 8 of the RERA Act, allowing allottees to assume control of the project's completion. Furthermore, the LLP experienced rising debt obligations, with secured borrowings increasing from INR 20 crore in 2014 to INR 65 crore by 2022. The combination of mounting liabilities, delayed project execution, and liquidity challenges ultimately resulted in the initiation of the CIRP on 14.11.2024. Clause 4.2 of the Plan addresses the cause of default with clear execution timelines, dedicated project monitoring mechanism, financial infusion and stakeholder engagement and RERA compliance. Thus, the Resolution Plan addresses the various causes of default and is in accordance with Regulation 38(3)(a).
- 5) **Regulation 38(3)(b):** Chapter 8, para 5 addresses the feasibility and viability and states that the Resolution Applicant has proposed to deliver the units in order to settle the dues of the Home-buyers. Further the Resolution Plan also provides for the settlement of dues of all the Creditors/Stakeholders as has been elaborated in the Financial Proposal (forming part of this Resolution Plan). The Resolution Applicant is enclosing summarized cash flow plan elaborating the technical and financial feasibility and viability of the Project under this Resolution Plan and on basis its wide experience in real estate space and possess technical and management capability to handle significantly large projects, has definitive plans to revive and
I.A. (Plan) No. 05/2025 in CP (IB) 112/BB/2023



turnaround the Corporate Debtor in the best interest of all the stakeholders. The Resolution Plan also states the process of its implementation and management to make it feasible and viable.

- 6) **Regulation 38(3)(c):** Chapter 10 provides for the indicative timeline for implementation, which is reproduced below:

S. NO.	ACTIVITY	ESTIMATED TIME LIMIT
1.	Submission of proposed Resolution Plan by the Resolution Applicant	26.06.2025
2.	NCLT Approval Date & receipt of Order	X
3.	Approval from Authorities as mentioned in effective date above	X+120
4.	Appointment of Independent Engineer/Formation of Project Monitoring committee	X+15
5.	Change of Board of Director/Introduction of Directors by RA	X+30
6.	Payment of CIRP Costs	X+90
7.	Infusion of fund	X+90
8.	Payment of certain upfront amounts to various stakeholders- Operational Creditors as contemplated under the Plan	X+90
9.	Transfer of Share Capital in favor of Resolution Applicant	X+45
10.	Extinguishment of Promoter Shareholding	X+30
11.	Issue of fresh equity shares to the RA	X+90
12.	Estimated timeline of handover of the possession of houses to Homebuyers (as mentioned by the Resolution Applicant under Financial Proposal)	X plus 24 months plus 6 months extension

- 7) **Regulation 38(3)(d):** The time-line for approvals of Resolution Plan is stated in Chapter 9 and 11 of the Resolution Plan, under approvals & directions required and reliefs & concessions, sought by the SRA.
- 8) **Regulation 38(3)(e):** To effectively manage and control the affairs of the Corporate Debtor and ensure effective implementation of this Resolution Plan, the Resolution Applicant propose management to appoint a Project Monitoring Committee to supervise and review the management and oversee the progress of the Project and execution of this Resolution Plan in a time bound manner as contemplated hereunder. Further, the Net worth of the Consortium of SRA is summarized below:

Name	Net worth in Rs. (Crs.)
Nanu Ram Goyal and Co	29,51,00,000/-



Mr. Dwarka Dass, the Proprietor of M/s Nanu Ram Goyal & Co	33,29,50,312/-
Mr. Vinit Gupta (proposed Executive Director)	5,71,57,787/-
Mr. Vikram Tuli (proposed Executive Director)	10,09,18,000/-
Total	78,61,26,099/-

- h) The Resolution Professional has certified that the Resolution Plan is not subject to any contingency in Para 16 of Form-H. Further, in Para 2 it is certified that the Resolution Plan complies with all the provisions of Insolvency and Bankruptcy Code, 2016 and the Regulations thereunder and also does not contravene any of the provisions of the law for the time being in force. Further, the SRA has submitted an affidavit under section 30(1) of the Code confirming its eligibility under Section 29A of the Code to submit the 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. The Resolution Plan has been approved with 100% vote share after considering all the requirements specified by the CIRP Regulations.
- i) **Reliefs and Concessions:** In Chapter 11 of the Plan, the Resolution Applicant has urged for exemption of compliance in relation to Companies Act, 2013, Taxes (Direct & Indirect) & Stamp Duty as well as Specific Laws, other Government Approvals as applicable to the Corporate Debtor.
- The Prayer has been examined and it is observed that for such reliefs and exemptions, the Resolution Applicant will have to approach the respective statutory authorities for being accorded and decided as per the provisions of concerned existing laws and landmark judgements. Further, the approval of the Resolution Plan shall not in itself be construed as waiver of any statutory obligations/liabilities and any waiver sought in the Resolution Plan, shall be subject to approval by the Authorities concerned in light of the Judgment of Supreme Court in *Ghanshyam Mishra and Sons Private Limited v/s. Edelweiss Asset Reconstruction Company Limited (Civil Appeal no. 8129 of 2019)*.



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

In the circumstances and for the aforesaid reasons, the application bearing **I.A.(Plan) No. 5 of 2025** is allowed and accordingly:

- i. **The Resolution Plan marked as Annexure S, submitted by M/s. Nanu Ram Goyal and Co. in respect of the Corporate Debtor, is hereby approved.** The realisable amount under the Plan is Rs. 29,36,80,000/- along with Rs. 1,00,00,000/- as CIRP cost.
- ii. The Resolution Plan so approved shall be binding on the Corporate Debtor, its employees, members, creditors, including the Central Government, 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 in force such as authorities to whom statutory dues are owed, guarantors and other stakeholders involved in the Resolution Plan.
- iii. Under the provisions of section 31(3) of the Code, **we also direct as under:**
 - a. The moratorium imposed vide order dated 14.11.2024 in the main Company Petition ceases to operate from the date of this order.
 - b. The resolution professional shall forward all records relating to the conduct of the CIRP and the Resolution Plan to the Board to be recorded/uploaded on its database.
- iv. Further, the Resolution Professional is directed to handover the management, control and all the assets, documents/records in physical and/or digital form to the Successful Resolution Applicant immediately and the Resolution Professional will stand discharged of his responsibilities of such position.
- v. It is clarified that this order shall not be construed as an order granting exemption from payment of stamp duty, taxes or charges, if any, payment due or required in accordance with law or in respect to any permission/compliance with or anything specifically required under any law to be done/performed etc for the time being in force.
- vi. In case of non-compliance/non-implementation/failure in implementation of this order or withdrawal of the Resolution Plan by the Successful Resolution Applicant, the RP shall forfeit the EMD/Performance Guarantee



or any further amount paid as per the terms of the resolution plan without any recourse to this Authority. The Resolution Applicant shall also be liable to further compensate for the delay, deprivation and diminished prospects of CD in that event, as may be determined by this Authority.

- vii. The approved Resolution Plan is effective forthwith and the Monitoring Committee shall submit a **quarterly report** on implementation of Resolution Plan until conclusion of all obligations thereunder.

-Sd-

RADHAKRISHNA SREEPADA
MEMBER (TECHNICAL)

-Sd-

SUNIL KUMAR AGGARWAL
MEMBER (JUDICIAL)