



IN THE NATIONAL COMPANY LAW TRIBUNAL,
DIVISION BENCH – I, CHENNAI

IA/1212/CHE/2022 in IBA/1104/2019

(Filed under Sec. 30(6) and Section 31 (1) of the Insolvency & Bankruptcy
Code, 2016)

In the matter of Saalim Shoes Private Limited

S.R. SHRIRAAM SHEKHER

Resolution Professional of

Saalim Shoes Private Limited

Having Office at:

4/363 A, "Sri Ramalayam"

Saravanabawa Nagar First Street

Old Perungalathur,

Chennai- 600 063

... Applicant

Present:

For RP: Ramasamy Meyappan, Advocate

CORAM:

Justice RAMALINGAM SUDHAKAR, PRESIDENT

SAMEER KAKAR, MEMBER (TECHNICAL)

Order Pronounced on 20th September 2023

ORDER

(Hearing conducted through Video Conferencing)

IA/1212/CHE/2022 is an Application which is moved by the
Resolution Professional of the Corporate Debtor viz. **Saalim Shoes
Private Limited** under Section 30(6) & 31 (1) of the Insolvency and



Bankruptcy Code, 2016 (in short 'IBC, 2016') seeking approval of the Resolution Plan submitted by the successful Resolution Applicant's viz. Mr. Aeja Ahmed Tarkathi, Mr. A. Mohammed Saalim, Mr. A. Mohammed Aslam, Mr. A. Mohamed Ashfaque.

2. Before advertizing to the facts of the case, it is pertinent to point out that the Applicant Corporate Debtor is an MSME having UDHAYAM Registration no: **UDYAM-TN-30-0001589**.

3. **CORPORATE INSOLVENCY RESOLUTION PROCESS - IN BRIEF**

3.1 In an Application filed by an Operational Creditor under Section 9 of IBC, 2016 in IBA/1104/2019, the Corporate Insolvency Resolution Process of the Corporate Debtor was initiated by this Tribunal in order dated 22.09.2020 and the Applicant herein was appointed as the Interim Resolution Professional (In brevity 'IRP'). Later, in the COC meeting held on 19.10.2020 the IRP was confirmed as the Resolution Professional (In brevity the 'RP') of the Corporate Debtor.

3.2 Pursuant to the order dated 22.09.2020, public announcement for the commencement of insolvency has



been made in Trinity Mirror (English) and Makkal Kural (Tamil Ed.) on 28.09.2020.

- 3.3. The COC was constituted on 14.10.2020 and the 1st COC meeting was held on 19.10.2020 and discussions were conducted with regard to appointment of Registered Valuers. The final value of claims admitted is Rs. 188,14,44,568/- (Rupees One Hundred and Eighty Eight Crore Fourteen Lakhs Forty Four Thousand Five Hundred and Sixty Eight).
- 3.4. The EOI was invited through publication of Form- G on 01.02.2021. Since the COC was not satisfied with the responses another EOI was issued on 22.06.2021. In reply to the same, the RP has received only one EOI, who is the erstwhile promoter of the Corporate Debtor.
- 3.5. The Successful Resolution Applicant presented the Plan in the 10th COC meeting dated 16.10.2021. The major CoC member viz. Indian Overseas Bank requested for revision of the plan with regard to timelines and settlement to other creditors.
- 3.6. After discussions and deliberations, the SRA carried out the modifications to the resolution plan and it was placed for voting in the 16th COC meeting dated 19.03.2022 and



the Resolution plan was unanimously approved by the CoC with 100% voting share.

- 3.7. Subsequently a meeting was held on 28.03.2022 to correct certain grammatical mistakes in the resolution plan. After carrying out the same, the said Resolution Plan was again placed for voting before the CoC and it was unanimously voted in favour of accepting the Resolution Plan.
- 3.8. The Registered valuers were appointed with the consensus of CoC and in accordance to the IBC, 2016 and the fair value of the Corporate Debtor was determined to be Rs.77 Crore (Rupees Seventy-Seven Crore) and Liquidation value was determined as Rs. 59 Crore (Rupees Fifty-Nine Crore).
- 3.9. The SRA, who is the erstwhile promoter and the Resolution Applicant has submitted his Affidavit in accordance with Section 30(1) of IBC, 2016 confirming his eligibility to submit a Resolution Plan under Section 29A of IBC, 2016.
- 3.10. Under the said circumstances, the present Application has been filed by the RP seeking approval of the Resolution Plan which was approved by the CoC with 100% majority.



4. ABOUT THE RESOLUTION PLAN

4.1. It is stated that the Resolution Plan envisages a total repayment of Rs.170 Crores to all the Creditors (both Financial Creditor and Operational Creditor) over a period of 10 years and the Resolution Plan includes a statement under Regulation 38(1A) of the CIRP Regulations as to how it has dealt with the interest of all the stakeholders in compliance with the Code and the Regulations.

4.2. It is stated that the SRA has proposes to pay an upfront amount of Rs.22 Crores within 90 days from the date of approval of NCLT and also bringing in working capital of Rs.15 Crores by fresh infusion over a phased manner.

4.3. Financial Creditor : Indian Overseas Bank

In the Case of Secured Financial Creditor i.e. Indian Overseas Bank, the Settlement/Restructuring of debt of 98.13% (Rs. 90 Cr out of admitted claim amount of Rs.91.79)) by RA is proposed as follows:

- i) Rs. 9.6 Cr is brought by way of existing Fixed Deposit and current a/c Balance.
- ii) Rs. 3.69 Cr (Rs.2.69Cr + 1.00Cr), will be brought in by the RA within 90 days from the date of approval of the Resolution Plan by AA. Thus total Rs.13.30 Cr shall be brought within 90 days.



- iii) Rs. 1.00 Cr will be brought in by the RA within 180 days from the date of approval of the Resolution Plan by AA.
- iv) Rs. 5.81 Cr will be brought in by the RA within 365 days from the date of approval of the Resolution Plan by AA
- v) The balance payable shall be converted as Term Loan and repayable in **30 Quarterly Instalments with ballooning effect** with Effect from Dec -2024 with an interest of 7.45% per annum from the date of approval of the Resolution Plan by AA. One year moratorium for interest payable and further 1.5 years moratorium for repayment of principal.

4.4. Financial Creditor - Tata Motors Finance Ltd

In the Case of Tata Motor Finance Limited, who is secured by the vehicles of the CD, the Settlement /Restructuring of debt of 98.13% in line with the IOB (Rs.3,58,174 to both financial creditors) is proposed by RA will be paid well within 90 days from the date of approval of the Resolution Plan by AA.

4.5. Financial Creditor – Sundaram Finance Ltd

In the Case of Sundaram Finance Limited, who is secured by the vehicles of the CD, the Settlement /Restructuring of debt of 98.13% in line with the IOB (Rs.3,58,174 to both financial creditors) is proposed by RA will be paid well within 90 days from the date of approval of the Resolution Plan by AA.



4.6. Operational Creditor (OC) Workmen Dues:

Workmen are proposed to be paid by RA a sum of Rs.21 lacs (which is 24 months due) within a period of 90 days from the date of approval of the resolution plan by the Hon'ble NCLT. The RA proposes to pay another Rs.225 lacs to the workmen in a phased manner over 24 quarterly payment (including moratorium of first 4 quarters from the date of AA order).

4.7. OC - Employees Due :

Employees are proposed to be paid by RA a sum of Rs.84 lacs (which is 12 months due) within a period of 90 days from the date of approval of the resolution plan by the Hon'ble NCLT. The RA proposes to pay another Rs.115 lacs to the employee in a phased manner over 24 quarterly payment(including moratorium of first 4 quarters from the date of AA order).

4.8. OC - Suppliers:

According to the provisions of Section 30(2) (b) of the IBC, 2016 read with Regulation 38 of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulation, 2016, the Resolution Plan should necessarily provide for the liquidation value due to the operational creditors which should be paid in priority to any financial creditor and should be paid before the expiry of Ninety days after the approval of the Resolution Plan by the NCLT. The RA proposes to pay to the OC-suppliers/vendors Rs.21 Cr (25%) out of Rs.84 Cr of admitted claim in the following terms and the



liquidation value of the operational creditors is Zero.

- i) Payment of **Rs.1.0 Cr** (1.19% of the claim admitted) shall be paid within 90 days from the date of approval of the Resolution Plan by AA.
- ii) Balance of **Rs.20 Cr** (23.81 % of the claim admitted) shall be repaid in 24 quarterly instalments with interest of 5% per annum with an initial moratorium period of 6 quarters from the payment date of Rs. 1.0 Cr. During the moratorium period, the interest @ 5% per annum will be capitalized till commencement of Repayment Schedule after moratorium period.

4.9. **Govt. Dues : EPFO**

The RA proposes to pay to the EPF Dept., a sum of Rs. 2.40 Cr against the admitted claim amount of Rs. 4.74 Cr (which includes interest, penalties and damages). The RA seeks for waiver of interest, penalties and damages of the claim from the AA.

4.10. **Govt. Dues : ESIC**

The RA proposes to pay to the ESIC Dues a sum of Rs. 83 Lakhs against the admitted claim amount of Rs. 2.50 Cr (which includes interest, penalties and damages). The RA seeks for waiver of interest, penalties and damages for ESI Dues from the AA.

4.11. **Govt. Dues : Commercial Tax**

There is a claim of Rs. 39 Lacs as admitted but the RA seeks waiver of interest, penalties and demand, if any from the Sales Tax against "Form C" from the AA.



4.12. Govt. Dues : TANGEDCO

No payment due to the TANGEDCO since the caution deposit held with the TANGEDCO is more than the claim amount. The claim amount or Rs.18 lacs, as admitted.

5. The gist of the Resolution Plan and the proposed payment to be made to each of the stakeholders is as under:

XIII. The proposed resolution plan has provided payment to all stakeholders in the following manner

S No.	Particulars	Admitted claim as included in IM - Annexures (in Rs.)	% of Admitted Amount	Amount Payable (Rs.)	Interest during the Implementation Period	Total
1	Financial Creditors					
a	Secured - Indian Overseas Bank	91,79,00,000	98.13%	90,07,34,960	43,38,27,951	1,33,45,62,911
b	Secured - Sundaram Finance Limited	3,65,000	98.13%	3,58,174		3,58,174
c	Secured - Tata Motor Finance	3,65,000	98.13%	3,58,174		3,58,174
1-b	Unsecured	-		-	-	-
2	CIRP Cost	1,46,78,000	100.00%	1,46,78,000		1,46,78,000
3	Operational Creditors excluding Employees and workmen	84,01,34,322	25.00%	21,00,33,581	4,82,93,943	25,83,27,524
4	Employees and workmen	4,45,27,752	100.00%	4,45,27,752		4,45,27,752
5	Statutory Dues					-
a	Provident Funds	4,75,71,415	100.00%	2,40,00,000		2,40,00,000
b	Sales Tax	39,41,241		-		
c	ESI dues	2,50,19,841	100.00%	83,00,000		83,00,000
d	Electricity Dues	17,95,412		-		
	Total Government Dues	7,81,27,909	100.00%	3,23,00,000		3,23,00,000
6	CD revival & Working Capital	-		1,49,36,990		1,49,36,990
	Total Resolution Plan Amount	1,89,53,67,983		1,21,72,11,282	48,21,21,894	1,70,00,49,525

- The Proposed resolution plan is in conformity with Section 30(2) of the Code and regulation 38 of the CIRP Regulations. The Resolution plan includes the Mandatory contents of the Code.

6. The Shareholding patter of the Corporate Debtor after the Approval of the Resolution Plan is as follows;

Sl. No	Name of the Resolution Applicant	% of holding**	No of shares to be allotted Rs. 10 each
1	Mr AEJAZ AHMED TARKATHI	26%	13,00,000
2	Mr A.MOHAMMED SAALIM	25%	12,50,000
3	Mr A. MOHAMMED ASLAM	25%	12,50,000
4	Mr A. MOHAMED ASHFAQUE	24%	12,00,000
	Total	100%	50,00,000

7. TIMELINE FOR IMPLEMENTATION OF RESOLUTION PLAN

Section XV. Time Line of Implementation of Resolution Plan

S No.	Particulars	Total Payable	Within 5 days of Acceptance of LOI	within 90 days of Effective days	From 90 days to 90 Months	From 90 months - 120 months	Total Financial Plan
1-a	Secured - Indian Overseas Bank	90,07,34,960	9,60,62,686	3,69,00,000	39,27,75,298	80,88,00,000	1,33,45,37,984
	Secured - Sundaram Finance Limited	3,65,000		3,58,174			3,58,174
	Secured - Tata Motor Finance	3,65,000		3,58,174			3,58,174
1-b	Unsecured	-		-	-	-	-
2	CIRP Cost	1,46,78,000		1,46,78,000	-		1,46,78,000
3	Operational Creditors excluding Employees and workmen	21,00,33,581		1,00,00,000	24,83,27,524	-	25,83,27,524
4	Employees and workmen	4,45,27,752		1,04,68,661	3,40,59,091	-	4,45,27,752
5	Provident Fund and ESI Dues	3,23,00,000		3,23,00,000	-		3,23,00,000
6	CD revival expenditure & NWC	1,49,36,990		1,49,36,990	-		1,49,36,990
		1,21,79,41,282	9,60,62,686	12,00,00,000	67,51,61,912	80,88,00,000	1,70,00,24,598
	% of Payments		5.65%	7.06%	39.71%	47.58%	100.00%



8. MONITORING COMMITTEE

8.1. On approval of the Resolution Plan by the adjudicating authority, a management / monitoring committee shall be formed to supervise successful implementation of the resolution plan, comprised of two representatives, one from the financial creditor and another one representative from the resolution applicant. The chairman of the committee shall be the Resolution Professional.

8.2. It is directed that the Monitoring Committee shall be in force, till the implementation of the Resolution Plan. The Resolution Applicant shall bear the expenses to be paid to the Chairman of the Monitoring Committee, till its implementation.

9. SOURCE OF FUND

9.1. The Resolution Applicant proposes to pay an upfront amount of Rs.21,60,62,686/- as per the timeline provided in the financial plan of Resolution Plan and the same will be infused by the Resolution Applicants from the own sources / borrowing fund from friends and relative by way of share capital in the form of Shares, loans, etc.

9.2. In addition to the above, the Resolution Applicant shall infuse funds for working capital by fresh infusion of



equity / quasi equity if further required. In case of any sale of obsolete stock / assets, fixed assets not in working conditions shall be utilized by the Resolution Applicant for making payments for the financial plan as provided.

10. TABULATION OF VARIOUS COMPLIANCES REQUIRED UNDER THE PROVISIONS OF IBC, 2016

The Applicant has submitted the details of various compliances as envisaged within the provisions of IBC, 2016 and CIRP Regulations, which requires a Resolution Plan to adhere to, which is reproduced hereunder:

CLAUSE OF S.30(2)	REQUIREMENT	HOW DEALT WITH IN THE PLAN
(a)	Plan must provide for payment of CIRP cost in priority to repayment of other debts of CD in the manner specified by the Board.	Sec XII of the Resolution Plan at internal page nos. 78 and 35.
(b)	(i) Plan must provide for repayment of debts of OCs in such manner as may be specified by the Board which shall not be less than the amount payable to them in the event of liquidation u/s 53; or (ii) Plan must provide for repayment of debts of OCs in such manner as may be specified by the Board which shall be not less than 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 (iii) provides for payment of debts of financial creditors who do not vote in	Sec XII of the Resolution Plan at internal page nos. 79 and 36.



	favour of the resolution plan, in such manner as may be specified by the Board.	
(c)	Management of the affairs of the Corporate Debtor after approval of the Resolution Plan.	Sec VII of the Resolution Plan at internal page nos. 47 and 48.
(d)	Implementation and Supervision.	Sec VII of the Resolution Plan at internal page nos. 47 and 48.
(e)	Plan does not contravene any of the provisions of the law for the time being in force.	No
(f)	Conforms to such other requirements as may be specified by the Board.	Yes.

11. MANDATORY CONTENTS OF THE RESOLUTION PLAN IN TERMS OF REGULATION 38 OF THE CIRP REGULATIONS:-

<i>Reference to relevant Regulation</i>	<i>Requirement</i>	<i>How dealt with in the Resolution Plan</i>
38(1)	The amount due to the Operational Creditors under a Resolution Plan shall be given priority in payment over Financial Creditor.	Sec XII of the Resolution Plan at internal page nos. 79
38(1A)	A Resolution Plan shall include a statements as to how it has dealt with the interest of all stakeholders, including Financial Creditors and Operational Creditors of the Corporate Debtor	Sec VI of the Resolution Plan at internal page nos. 30 and 34.
38(1B)	A Resolution Plan shall include a statement giving details if the resolution Applicant or any of its related parties has failed to implement or contributed to the failure of implementation of any other resolution plan approved by the Adjudicating Authority at any time in the past.	No



<i>Reference to relevant Regulation</i>	<i>Requirement</i>	<i>How dealt with in the Resolution Plan</i>
38(2)	A Resolution Plan shall provide (a) the term of the plan and its implementation schedule	Sec VI of the Resolution Plan at internal page No. 34.
	(b) the management and control of the business of the Corporate Debtor during its terms; and	Sec VII of the Resolution Plan at internal page nos. 47 and 48.
	(c) adequate means for supervising its implementation	Sec VII of the Resolution Plan at internal page nos. 47 and 48.
38(3)	A Resolution Plan shall demonstrate that (a) It addressed the cause of default;	Sec IV of the Resolution Plan at internal page nos. 34
	(b) It is feasible and viable;	Yes
	(c) it has provisions for its effective implementation;	Sec VII of the Resolution Plan at internal page nos. 47, 48 and 49
	(d) it has provisions for approvals required and the timeline for the same; and	Sec VI of the Resolution Plan at internal page nos. 34
	(e) the Resolution Applicant has the capability to implement the Resolution Plan	Yes

12. The successful Resolution Applicant has submitted a Certificate of Eligibility under Section 29A of IBC, 2016 to submit a Resolution Plan under the provisions of IBC, 2016 and the same is filed as Additional Documents vide Diary No. 2180 dated 30.05.2023.



13. RELIEFS AND CONCESSIONS

SL. NO	RELIEF AND/OR CONCESSIONS AND APPROVAL SOUGHT BY RESOLUTION APPLICANT	ORDERS THEREON
1	To pass an order confirming that this Resolution Plan for the Corporate Debtor has dealt with the interests of all the stakeholders in the Corporate Debtor, including the Financial Creditors (whether secured or unsecured, assenting or dissenting), Operational Creditors, Other Creditors and all other stakeholders in accordance with the Code;	Granted
2	To pass an order directing that in accordance with Section 238 of the Code, any action undertaken pursuant to the Resolution Plan by the Resolution Applicant or the Corporate Debtor will not require compliance with requirements under any other laws. For the implementation of this Resolution Plan, and except as set out in the Resolution Plan, upon the Resolution Applicant ensuring compliance with the provisions of the Code and the CIRP Regulations, no further compliance, actions or consents will be required under other laws and regulations for undertaking the individual actions contemplated under the Resolution Plan. The Code is a complete code by itself and the NCLT acting under the Code functions as a single window clearance for all action proposed to be undertaken pursuant to a resolution plan approved by the NCLT. Accordingly, the process stipulated under the code for implementation of a Resolution Plan is a final and binding process on all stakeholders (Including any Government Authorities);	Granted



3	To pass an order for extinguishment and waiver of other claims and liabilities which are not part of the Resolution Plan. Also, (i) all obligations, claims and liabilities (whether final or contingent, whether disputed or undisputed and whether or notified to or claimed against the Company) of the Company and (ii) all outstanding disputes or legal proceedings against the Company, and (iii) all rights or claims of any person against the Company; in each case relating to the period prior to the Effective Date, shall immediately, irrevocably and unconditionally stand extinguished, waived, withdrawn and abated on and from the Effective Date, and no person shall have any further rights or Claims against the Company in this regard	Granted in terms of the judgment of the Hon'ble Supreme Court in <i>Ghanashyam Mishra and Sons v. Edelweiss Asset Reconstruction Company Limited</i> . 2021 SCC Online SC 313
4	To pass an order directing that upon the NCLT Approval Date, the reconstituted board of directors of the Company shall be entitled to run the business of the Corporate Debtor as a going concern in accordance with this Resolution Plan and the Code.	Granted
5	To pass an order directing that, the Corporate Debtor shall continue to be given unfettered access to all its assets, including any movable assets located on properties that do not belong to the Corporate Debtor, on the same terms and in the same manner as were in existence prior to the Insolvency Commencement Date.	Granted, only in respect of the properties belonging to Corporate Debtor.
6	To pass an order directing that any and all security interest created or suffered to exist where there is a right to create such a security over the assets of the Company, to secure any obligations towards the Financial Creditors and/or Operational Creditors (whether by way of	Granted



	hypothecation, pledge, mortgage, guarantee or otherwise) shall stand automatically, irrevocably and unconditionally extinguished, released, discharged and terminated, and the Financial Creditors shall make all the necessary filings and notifications to the same.	
7	To pass an order that the Resolution Applicant or the Corporate Debtor shall not be liable to pay any Taxes whatsoever arising (directly or indirectly on such entity) as a result of the actions for implementation of the Resolution Plan taken by the Corporate Debtor or the Resolution Applicant as set out in the Resolution Plan approved by the NCLT;	Granted, prior to implementation of Resolution Plan and not during Implementation.
8	To pass an order that any person appointed to the reconstituted board of directors of the Corporate Debtor pursuant to this Resolution Plan, shall neither be disqualified to hold directorships in terms of Section 164(2) of the Companies Act, 2013 nor have to vacate their office as directors in terms of Section 167 of the Companies Act, 2013 on account of any non- compliance by the Corporate Debtor of the requirements set out in Section 164(2) of the Companies Act, 2013;	Not Granted
9	To pass an order that all contracts of employment or consultancy with, and any benefits, fees, commissions, perquisites or profit in lieu of or in addition to any salary or wages or any policy of providing such benefits, fees, commissions, perquisites or profit extended by the Corporate Debtor to the promoters of the corporate Debtor or the related parties of the promoters of the Corporate Debtors shall be deemed to be terminated and extinguished on and from the NCLT Approval Date, and the Corporate Debtor	Granted



	will not have any further obligation to provide the same.	
10	To pass an order directing that any and all pledge created on the Equity Shares shall stand automatically, irrevocably and unconditionally released and discharged, on and from the Effective Date.	Granted
11	To pass an order directing that the Existing Promoters or other stakeholders of the Company shall cease to have any right, title and interest in the intellectual properties of the Company including but not limited to all patents, trademarks, service marks, get-up, trade names, rights in designs, logos, copyrights (including, without limitation, rights in computer software), trade secrets, internal domain names, website registration, rights in technology, licenses, moral rights, database rights, utility models, rights in know-how, proprietary and confidential information and rights in databases (whether or not any of these are registered and including any applications for registration of any such thing) and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of those which subsist anywhere in the world, and all such intellectual properties shall vest in the Company in entirety.	Granted
12	Upon approval of the plan by the NCLT under Section 31 of the Code, all pending proceedings relating to the winding up of the Corporate Debtor, if any shall stand irrevocably and unconditionally abated in perpetuity and all violation or breach of any agreement of the Corporate Debtor shall stand condoned or waived	Granted



	and such agreements shall be treated as if no violation or breach has ever been committed.	
13	Upon approval of this Resolution Plan by the NCLT, all dues under the provisions of Income Tax Act, 1961, including taxes, duty, penalties, interest, fines, cess, unpaid tax deducted at source / tax collected at source, whether admitted or not, due or contingent, whether part of above claim of income tax authorities or not, asserted or unasserted, crystalized or crystalized, known or unknown, secured or unsecured, disputed or undisputed, present or future, in relation to any period prior to the Completion date, shall stand extinguished and the Corporate Debtor shall not be liable to pay any amount against such demand. All assessments / appellate or other proceedings pending in case of the Corporate Debtor, on the date of the order of NCLT relating to the period prior to that date, shall stand terminated and all consequential liabilities, if any, stand abated and should be considered as not payable by the Corporate Debtor. All notices proposing to initiate any proceedings against the Corporate Debtor in relation to the period prior to the date of NCLT order and pending on that date, shall be initiated on the Corporate Debtor in relation to period prior to acquisition of control by the Resolution Applicant and any consequential demand should be considered non-existing and as not payable by the Corporate Debtor. Any proceedings which were kept in abeyance in view of the Insolvency process or otherwise shall not be revived post the order of NCLT.	Granted, in view of the clean slate principles envisaged under IBC, 2016
14	Upon approval of this Resolution Plan by the NCLT, all dues under the provisions of all the	Granted, in view of



<p>indirect taxes, including but not limited to, the Central Excise Act, 1944, the Finance Act, 1994 (Service Tax), the Customs Act, 1952, the Central Sales Tax Act, 1956, the Goods and Services Tax Act, 2017 and any other indirect tax laws, including taxes, duty, penalties, interest, fines, cess, charges, unpaid TDS/TCS (to the extent applicable), whether admitted or not, due or Contingent, whether part of the above mentioned contingent liability schedule dues or not, whether claimed by the tax authorities or not, asserted or unasserted, crystallized, known or unknown, secured or unsecured, disputed or undisputed, present or future, in relation to any period prior to the Completion Date, shall stand extinguished and the Corporate Debtor will not be liable to pay any amount against such demand. Upon approval of this Resolution Plan by the NCLT, all outstanding litigations / demands, assessments / appellate or other proceeding, including but not limited to any audits, investigations, search and seizure, pending in case of the Corporate Debtor in relation to the period prior to the date of NCLT order and pending on that date, shall be considered deleted and shall not be proceedings under the provisions of any of the indirect tax laws should be initiated on the Corporate Debtor in relation to the period prior to acquisition of control by the Resolution Applicant and any consequential demand shall be considered non-existing and as not payable by the Corporate Debtor, any proceedings which were kept in abeyance in view of Insolvency process or otherwise shall not be revived post the order of NCLT.</p>	<p>the clean slate principles envisaged under IBC, 2016</p>
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15	To pass an order granting a time period of 180 days, or such other extended time as may be required by the concerned Government Authority, to the Corporate Debtor and the Resolution Applicant to obtain all the necessary approvals from Government Authorities required for implementation of the Resolution Plan.	As per Section 31(4) a period of one year is available to the Resolution Applicant
16	To pass an order granting a restraint on, and prohibition of, all adverse actions against the Corporate Debtor until the implementation of this Resolution Plan in full.	Granted subject to the provisions of IBC, 2016
17	To pass orders in respect of such incidental, consequential and supplemental matters as are necessary to ensure that the Resolution Plan is fully and effectively carried out;	Granted subject to the provisions of IBC, 2016
18	To pass an order sanctioning the Resolution Plan submitted by the Resolution Applicant and approved by the COC, including sanction of the Acquisition of the Corporate Debtor by the Resolution Applicant in accordance with the provisions of the Code and other Applicable Law by infusion of funds through subscription to securities of the Corporate Debtor and/or reduction of capital pursuant to cancellation of all the securities of the Corporate Debtor that are currently in existence or otherwise and making the resolution Plan binding on the Corporate Debtor, all shareholders, creditors, guarantors and all other stakeholders and persons, and ordering implementation of the Resolution Plan, without the requirement of any further act, deed, document or costs.	Granted, subject to modifications under this order.



19	To pass an order that as time is of the essence of the Code, and to preserve the value of the assets of the Corporate Debtor, the speedy implementation of the Resolution Plan is of utmost importance and therefore, all Government Authorities are required to take all necessary actions (as required) for the implementation of the Resolution Plan approved by the NCLT, without delay; and	Granted
20	To pass an order directing that in accordance with Section 31(1) of the Code, this Resolution Plan shall be binding on the Corporate Debtor together with its employees, members, creditors, guarantors and all other stakeholders affected by the Resolution Plan and accordingly, the approval of such employees, member, creditors, guarantors and other stakeholders shall not be separately required to be undertaken, whether before or after the Effective Date, for implementation of various actions proposed to be taken pursuant to this Resolution Plan.	Granted
21	The Adjudicating Authority shall exempt compliance with the provisions of Chapter XV of the Companies Act 2013 and the corresponding rules issued there under in respect of scheme of arrangement and transaction contemplated under the Plan.	No scheme contemplated under the Resolution Plan.
22	The Adjudicating Authority shall exempt compliance with the applicable provisions of the Companies Act 2013 and the corresponding rules issued there under, in respect of cancellation of shares of the Existing Equity Shareholders.	Granted



23	The concerned Government Authority for revenue/ Stamp duty / registry, in every relevant state, should waive (i) the stamp duty and other fees to be paid for any registration of the documents, which are required to be registered under the Applicable Law, but have not been registered by the Company as on the Effective Date, (ii) Late fee or penalty for delay in registration by the Company as on the Effective Date, (iii) right and power to claim penalties for no registration and inadequate/ Non-stamping of the documents required to be registered and stamped under Applicable Law, but have not been registered/properly stamped by the Company as on the Effective Date,	This is for the appropriate authorities to consider keeping in view of the clean slate principles envisaged under IBC, 2016
24	The NCLT should direct the Ministry of Corporate Affairs to waive of its rights and power to levy penalty and initiate proceedings of any nature against the Company or any person responsible (i) for the non-compliance of any provision of the Companies Act, 2013 and rules made there under, (ii) Statutory registers not being properly maintained, etc. Non-compliances by the Company as per the information received	This is for the appropriate authorities to consider keeping in view of the clean slate principles envisaged under IBC, 2016
25	The NCLT should direct the relevant Government Authority that the Company shall not be held liable for any non – compliance, default, breach, etc., by the Company during the period prior to the Effective Date, in relation to: (i) any contractual arrangements of the Company with counter parties, including Government Authorities and (ii) failure to take or obtain any approvals, consents or permits or make any filings required to made by the Company to the relevant Government Authorities under the Applicable Law.	This is for the appropriate authorities to consider keeping in view of the clean slate principles envisaged under IBC, 2016



26	The NCLT shall direct that all proceedings, investigations, complaints, notices, inquiries etc. made, commenced or initiated by any person/authority against the Company in relation to the period prior to the Effective Date shall irrevocably and unconditionally stand abated, withdrawn, settled and/or extinguished, and the Company shall have no liability in this regard, unless as contemplated under this plan.	Granted
27	The NCLT shall direct relevant Government Authorities to: (i) refund all duties/taxes paid under protest by the Company in respect of tax related litigations; and (ii) Continue with tax credits and State incentives available to the Company.	Not Granted for refund. However, incentives can be considered
28	The NCLT shall direct the relevant parties with which the Company has entered into agreements, wherein such agreements have been expired and the service under such agreement have been continuing till the Effective Date, to renew such expired agreements without any onerous terms and conditions to be fulfilled by the Company. Expired contract as per the information received.	Not Granted, as third parties cannot be compelled to complete a contractual obligation.
29	The Adjudicating Authority shall direct that: (a) pending the occurrence of the Effective Date, no Financial Creditor shall be entitled to take initiate or continue any steps or proceedings against the Company or its assets (whether by way of demand, legal proceedings, alternative determination process such as arbitration or other expert determination process, the levying of distress, execution of judgement or otherwise) in any jurisdiction whatsoever for the purpose of	Granted, however any deviation in payment schedule under the Resolution Plan, the Creditors can initiate proceedings.



	obtaining payment of any liability, or for the purpose of placing the Company into Liquidation or any analogous proceedings; and (b) pending the occurrence of the Effective date, no Operational Creditors shall be entitled to take, initiate or continue any steps or proceedings against the Company or its assets (whether by way of demand, legal proceedings, alternative determination process such as arbitration or other expert determination process, the levying of distress, execution of judgement or otherwise) in any jurisdiction whatsoever for the purpose of obtaining payment of any liability or for the purpose of placing the Company into liquidation or any analogous proceedings.	
30	The Adjudicating Authority shall direct the Ministry of Corporate Affairs of waive the requirements under Section 140 of the Companies Act, 2013 in respect of removal of existing auditors of the Company.	This is for the Appropriate Authorities to consider
31	The Adjudicating Authority shall direct that there shall be no interruption or Stoppage in the supply of essential goods and services as defined under Regulation 32 of the CIRP Regulations to the Company until ninety (90) days from the date of approval of resolution plan	Granted
32	The Adjudicating Authority shall direct that any person (including the Existing Promoter) that has provided any form of security for and on behalf of, and/or in order to secure any obligations of the Company (whether by way of hypothecation, pledge, mortgage, guarantee or otherwise) shall not be entitled to exercise any subrogation rights, directly or indirectly, in respect of such	Granted



	arrangements, and they shall have no rights or claims against the Company. All obligations, liabilities, claims or proceedings against the Company in this regard shall be deemed to be owed to the relevant security provider and, due as of the Insolvency Commencement date, and shall immediately, irrevocably and unconditionally stand extinguished, waived and withdrawn and abated on and from the Effective Date. The Existing Promoter and any other security provider shall have been deemed to have waived the right of subrogation against the Company and the Company shall not be liable in respect of any such claims, demands or proceedings	
33	The Adjudicating Authority shall direct that the Company shall incur no liabilities, directly or indirectly (including but not limited to debt servicing liabilities), other than to the extent specified in this plan, for the period from the Insolvency Commencement Date until the Effective Date.	Granted
34	The Adjudicating Authority shall direct that the Resolution Applicant be granted such reliefs and concessions as granted by the Adjudicating Authority from time to time in favor of Resolution Applicant of CIRP of other corporate debtors as may be beneficial to the Resolution Applicant and/or the Company for the successful corporate insolvency resolution of the Company and which shall not adversely impact the financial proposal under this plan for the Financial Creditors.	NA



35	To pass an order directing to withdraw any suits/ applications filed against the Corporate Debtor and the erstwhile promoters/directors of the Corporate Debtor.	Granted, subject to Section 32A of IBC, 2016
36	The Resolution Applicants will have the option to pre pay the dues of the Financial Creditors, without any additional levies as proposed in the plan;	Granted
37	If the waiver and proposed under the resolution plan not granted by the CoC, the Resolution Applicants will abide the plan.	Ordered
38	All liabilities (Whether Contingent or crystallized) in relation to any corporate guarantees, indemnities and all other forms of credit support provided by the Corporate Debtor prior to the effective date shall stand extinguished and discharged on the effective date.	Granted
39	The payment to all persons contemplated in this Resolution Plan shall be the Corporate Debtor's and Resolution Applicant's Full and final performance and satisfaction of all its obligations towards any dues or outstanding against the Corporate Debtor and all remaining claims, dues, outstanding amount shall be waived by whatever name called like interest, penal interest, compound interest, damages other commitment charges and any other amount whatsoever nature in terms of Insolvency and Bankruptcy Board of India (Insolvency resolution for Corporate Persons) Regulations, 2016	Granted



40	For any default in making payment as specified in this plan, a cure period of 90 days would be provided to cure the default/delayed payment.	Not Granted. The Resolution Applicant shall stick to the timelines provided under the Resolution Plan
41	The Resolution Applicants and the company shall be entitled to share certified copy of the resolution plan and the order of the Adjudicating Authority approving this resolution plan with the third parties including Government Agencies.	Granted

14. PAYMENT OF DUES OF THE EPFO

14.1. In so far as the dues of the Statutory authorities are concerned, it is seen that the RP has admitted the claim of the 'EPFO' to the tune of Rs.4.73 Crores. As against the said admitted claim amount, the Resolution Applicant intends to pay only a sum of Rs.2.40 Crore. It is stated that as per the books of the Corporate Debtor, only an amount of Rs.2.40 Crores is payable to the EPFO.

14.2. The Resolution Applicant has prayed for waiver of interest, penalties and damages imposed by the PF Department.

14.3. At this juncture, it is significant to refer to the Judgment of the Hon'ble NCLAT in the matter of **Jet Aircraft Maintenance Engineers Welfare Association -Vs- Ashish Chhawchharia Resolution Professional of Jet Airways (India) Ltd. and Others; 2022 SCC OnLine NCLAT 418** wherein it has been held that non-payment of the dues of the Employees Provident Fund



Organization in full would amount to breach of the provision of Section 30(2)(e) of IBC, 2016. Further, by relying upon the Judgment of the Hon'ble Supreme Court in the matter of **Maharashtra State Cooperative Bank Limited -Vs- Assistant Provident Fund Commissioner; (2009) 10 SCC 123**, it has been held by the Hon'ble NCLAT that any amount due from the employer appearing in sub-section (2) of Section 11 also covers the amount determined under Sections 7A, 7Q, 14B and 15(2) and there cannot be any quarrel to the preposition as laid down by the Hon'ble Supreme Court in the above case. Also, by placing reliance upon Section 36(4)(a)(iii) of IBC, 2016 it was held that Provident Fund dues are not subject to distribution under Section 53(1) of IBC, 2016.

14.4. In so far as the present case is concerned, it is seen that the RP has admitted the claim of the EPFO to the tune of Rs.4.73 Crore. As per the Resolution Plan, the Resolution Applicant proposes to pay only a sum of Rs.2.40 Crore to the EPFO. If the dues of the EPFO are not paid in full it goes against the dictum laid by the Hon'ble NCLAT in the matter of **Jet Aircraft Maintenance Engineers Welfare Association** (*supra*) and as such it is in violation of Section 30(2)(e) of IBC, 2016.

14.5. Hence, under the said circumstances, since the RP has admitted the claim of EPFO to the tune of Rs.4.73 Crores, in terms of the dictum laid down by the Hon'ble NCLAT in the matter of Jet



Aircraft Maintenance Engineers Welfare Association (*supra*), the Resolution Applicant shall pay the entire admitted claim of the EPFO to the tune of Rs.4.73 Crores. The said amount payable to the EPFO, shall be from the Resolution Plan amount of Rs.170 Crores. The remaining amount shall be distributed to the stakeholders in accordance with Section 53 of IBC, 2016.

15. **ANALYSIS AND FINDINGS OF THIS TRIBUNAL**

15.1. It is seen from Form – H that the Liquidation value of the Corporate Debtor is arrived at Rs.59 Crore and the corresponding Fair value is arrived at Rs.77 Crore. The Resolution Plan is for an amount of Rs.170 Crores.

15.2. Further, it is seen from Form – H, that the RP has NOT filed any Applications under Section 43, 45, 49 and 66 of IBC, 2016 in the present matter.

15.3. In so far as the approval of the Resolution Plan is concerned, this Authority is convinced on the decision of the Committee of Creditors, following the much-celebrated Judgment of the Supreme Court in the matter of **K. Sashidhar – Vs– Indian Overseas Bank (2019) 12 SCC 150**, wherein in para 19 and 62 it is held as follows;

“19.....In the present case, however, our focus must be on the dispensation governing the process of approval or rejection of resolution plan by the CoC. The CoC is called upon to consider



the resolution plan under Section 30(4) of the I&B Code after it is verified and vetted by the resolution professional as being compliant with all the statutory requirements specified in Section 30(2).

62.In the present case, however, we are concerned with the provisions of I&B Code dealing with the resolution process. The dispensation provided in the I&B Code is entirely different. In terms of Section 30 of the I&B Code, the decision is taken collectively after due negotiations between the financial creditors who are constituents of the CoC and they express their opinion on the proposed resolution plan in the form of votes, as per their voting share. In the meeting of the CoC, the proposed resolution plan is placed for discussion and after full interaction in the presence of all concerned and the Resolution Professional, the constituents of the CoC finally proceed to exercise their option (business/commercial decision) to approve or not to approve the proposed resolution plan. In such a case, non-recording of reasons would not per-se vitiate the collective decision of the financial creditors. The legislature has not envisaged challenge to the "commercial/business decision" of the financial creditors taken collectively or for that matter their individual opinion, as the case may be, on this count."

15.4. Further, the Hon'ble Supreme Court of India in the matter of **Committee of Creditors of Essar Steels –Vs– Satish Kumar Gupta & Ors.** in *Civil Appeal No. 8766 – 67 of 2019* at para 42 has held as follows;

42.Thus, it is clear that the limited judicial review available, which can in no circumstance trespass upon a business decision of the majority of the Committee of Creditors, has to be within the four corners of Section 30(2) of the Code, insofar as the Adjudicating Authority is concerned, and Section 32 read with Section 61(3) of the Code, insofar as the Appellate



Tribunal is concerned, the parameters of such review having been clearly laid down in K. Sashidhar (supra).

15.5. Further the Supreme Court in the matter of **K. Sashidhar v. Indian Overseas Bank and Ors.** (2019) 12 SCC 150 has lucidly delineated the scope and interference of the Adjudicating Authority in the process of approval of the Resolution Plan and held as follows;

“55. Whereas, the discretion of the adjudicating authority (NCLT) is circumscribed by Section 31 limited to scrutiny of the resolution plan “as approved” by the requisite per cent of voting share of financial creditors. Even in that enquiry, the grounds on which the adjudicating authority can reject the resolution plan is in reference to matters specified in Section 30(2), when the resolution plan does not conform to the stated requirements. Reverting to Section 30(2), the enquiry to be done is in respect of whether the resolution plan provides: (i) the payment of insolvency resolution process costs in a specified manner in priority to the repayment of other debts of the corporate debtor, (ii) the repayment of the debts of operational creditors in prescribed manner, (iii) the management of the affairs of the corporate debtor, (iv) the implementation and supervision of the resolution plan, (v) does not contravene any of the provisions of the law for the time being in force, (vi) conforms to such other requirements as may be specified by the Board. The Board referred to is established under Section 188 of the I&B Code. The powers and functions of the Board have been delineated in Section 196 of the I&B Code. None of the specified functions of the Board, directly or indirectly, pertain to regulating the manner in which the financial creditors ought to or ought not to exercise their commercial wisdom during the voting on the resolution plan under Section 30(4) of the I&B Code. The subjective satisfaction of the financial creditors at the time of voting is bound to be a mixed baggage of variety of factors. To wit, the feasibility and viability of the proposed resolution plan and including their perceptions about the general capability of the resolution applicant to translate the projected plan into a reality. The resolution applicant may have given projections backed by



normative data but still in the opinion of the dissenting financial creditors, it would not be free from being speculative. These aspects are completely within the domain of the financial creditors who are called upon to vote on the resolution plan under Section 30(4) of the I&B Code.

58. Indubitably, the inquiry in such an appeal would be limited to the power exercisable by the resolution professional under Section 30(2) of the I&B Code or, at best, by the adjudicating authority (NCLT) under Section 31(2) read with Section 31(1) of the I&B Code. No other inquiry would be permissible. Further, the jurisdiction bestowed upon the appellate authority (NCLAT) is also expressly circumscribed. It can examine the challenge only in relation to the grounds specified in Section 61(3) of the I&B Code, which is limited to matters “other than” enquiry into the autonomy or commercial wisdom of the dissenting financial creditors. Thus, the prescribed authorities (NCLT/NCLAT) have been endowed with limited jurisdiction as specified in the I&B Code and not to act as a court of equity or exercise plenary powers.”

(emphasis supplied)

15.6. Also, the Supreme Court of India in the matter of **Committee of Creditors of Essar Steel India Limited v. Satish Kumar Gupta and Ors.** (2020) 8 SCC 531 after referring to the decision in *K. Sashidhar (supra)* has held as follows;

“73. There is no doubt whatsoever that the ultimate discretion of what to pay and how much to pay each class or sub-class of creditors is with the Committee of Creditors, but, the decision of such Committee must reflect the fact that it has taken into account maximising the value of the assets of the corporate debtor and the fact that it has adequately balanced the interests of all stakeholders including operational creditors. This being the case, judicial review of the Adjudicating Authority that the resolution plan as approved by the Committee of Creditors has met the requirements referred to in Section 30(2) would include judicial review that is mentioned in Section 30(2)(e), as the provisions of the Code are also provisions of law for the time being in force. Thus, while the Adjudicating Authority cannot



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

(emphasis supplied)

15.7. The Supreme Court in its recent decision in **Jaypee Kensington Boulevard Apartments Welfare Association & Ors. v. NBCC (India) Ltd. & Ors.** in *Civil Appeal no. 3395 of 2020* dated 24.03.2021 has held as follows;

76. The expositions aforesaid make it clear that the decision as to whether corporate debtor should continue as a going concern or should be liquidated is essentially a business decision; and in the scheme of IBC, this decision has been left to the Committee of Creditors, comprising of the financial creditors. Differently put, in regard to the insolvency resolution, the decision as to whether a particular resolution plan is to be accepted or not is ultimately in the hands of the Committee of Creditors; and even in such a decision making process, a resolution plan cannot be taken as approved if the same is not approved by votes of at least 66% of the voting share of financial creditors. Thus, broadly put, a resolution plan is approved only when the collective commercial wisdom of the financial creditors, having at least 2/3rd majority of voting share in the Committee of Creditors, stands in its favour.



77. In the scheme of IBC, where approval of resolution plan is exclusively in the domain of the commercial wisdom of CoC, the scope of judicial review is correspondingly circumscribed by the provisions contained in Section 31 as regards approval of the Adjudicating Authority and in Section 32 read with Section 61 as regards the scope of appeal against the order of approval.

77.1. Such limitations on judicial review have been duly underscored by this Court in the decisions above-referred, where it has been laid down in explicit terms that the powers of the Adjudicating Authority dealing with the resolution plan do not extend to examine the correctness or otherwise of the commercial wisdom exercised by the CoC. The limited judicial review available to Adjudicating Authority lies within the four corners of Section 30(2) of the Code, which would essentially be to examine that the resolution plan does not contravene any of the provisions of law for the time being in force, it conforms to such other requirements as may be specified by the Board, and it provides for: (a) payment of insolvency resolution process costs in priority; (b) payment of debts of operational creditors; (c) payment of debts of dissenting financial creditors; (d) for management of affairs of corporate debtor after approval of the resolution plan; and (e) implementation and supervision of the resolution plan.

77.2. The limitations on the scope of judicial review are reinforced by the limited ground provided for an appeal against an order approving a resolution plan, namely, if the plan is in contravention of the provisions of any law for the time being in force; or there has been material irregularity in exercise of the powers by the resolution professional during the corporate insolvency resolution period; or the debts owed to the operational creditors have not been provided for; or the insolvency resolution process costs have not been provided for repayment in priority; or the resolution plan does not comply with any other criteria specified by the Board

77.6.1. The assessment about maximisation of the value of assets, in the scheme of the Code, would always be subjective in nature and the question, as to whether a particular resolution plan and its propositions are leading to maximisation of value of assets or



not, would be the matter of enquiry and assessment of the Committee of Creditors alone. When the Committee of Creditors takes the decision in its commercial wisdom and by the requisite majority; and there is no valid reason in law to question the decision so taken by the Committee of Creditors, the adjudicatory process, whether by the Adjudicating Authority or the Appellate Authority, cannot enter into any quantitative analysis to adjudge as to whether the prescription of the resolution plan results in maximisation of the value of assets or not. The generalised submissions and objections made in relation to this aspect of value maximisation do not, by themselves, make out a case of interference in the decision taken by the Committee of Creditors in its commercial wisdom

78. To put in a nutshell, the Adjudicating Authority has limited jurisdiction in the matter of approval of a resolution plan, which is well defined and circumscribed by Sections 30(2) and 31 of the Code read with the parameters delineated by this Court in the decisions above referred. The jurisdiction of the Appellate Authority is also circumscribed by the limited grounds of appeal provided in Section 61 of the Code. In the adjudicatory process concerning a resolution plan under IBC, there is no scope for interference with the commercial aspects of the decision of the CoC; and there is no scope for substituting any commercial term of the resolution plan approved by the CoC. Within its limited jurisdiction, if the Adjudicating Authority or the Appellate Authority, as the case may be, would find any shortcoming in the resolution plan vis-à-vis the specified parameters, it would only send the resolution plan back to the Committee of Creditors, for re-submission after satisfying the parameters delineated by Code and exposted by this Court.

15.8. Thus, from the catena of judgments rendered by the Supreme Court on the scope of approval of the Resolution Plan, it is amply made clear that only limited judicial review is available for the Adjudicating Authority under Section 30(2) and Section 31 of IBC, 2016 and this Adjudicating Authority cannot



venture into the commercial aspects of the decisions taken by the Committee of Creditors.

15.9. On hearing the submissions made by the Ld. Counsel for the Resolution Professional, and perusing the record, we find that the Resolution Plan has been approved with 100% voting share. As per the CoC, the plan meets the requirement of being viable and feasible for the revival of the Corporate Debtor. By and large, all the compliances have been done by the RP and the Resolution Applicant for making the plan effective after approval by this Bench. On perusal of the documents on record, we are also satisfied that the Resolution Plan is in accordance with sections 30 and 31 of the IBC and also complies with regulations 38 and 39 of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016,

15.10. As far as the question of granting time to comply with the statutory obligations/seeking sanctions from governmental authorities is concerned, the Resolution Applicant is directed to do the same within one year as prescribed under section 31(4) of the Code.

15.11. In case of non-compliance with this order or withdrawal of the Resolution Plan by the Successful Resolution Applicant, the Monitoring Committee shall forfeit the



Performance Security furnished by the Resolution Applicant in the form of Performance Bank Guarantees.

15.12. The Resolution Plan in question is hereby **Approved** by this Adjudicating Authority, subject to the observations made in this order. The Resolution Plan shall form part of this Order. The Resolution Plan is binding on the Corporate Debtor and other stakeholders.

15.13. The Resolution Applicant is directed to make payment of the entire Resolution Plan amount within the time period stipulated under the Resolution Plan, failing which the entire amount paid by the Resolution Applicant (*including the Performance Bank Guarantee*) as on the said date would stand automatically forfeited, without any recourse to this Tribunal.

15.14. Certified copy of this Order be issued on demand to the concerned parties, upon due compliance.

15.15. Liberty is hereby granted for moving any Application if required in connection with the implementation of this Resolution Plan.

15.16. A copy of this Order is to be submitted to the concerned Office of the Registrar of Companies.



16. IA(IBC)/1212/CHE/2022 shall stand **disposed of** accordingly.

17. The *Registry* is directed to send e-mail copies of the order forthwith to all the parties and their Learned Counsel for information and for taking necessary steps. Files be consigned to the record.

- sd -

SAMEER KAKAR
MEMBER (TECHNICAL)

sd

Justice RAMALINGAM SUDHAKAR
PRESIDENT

Raymond