



**IN THE NATIONAL COMPANY LAW TRIBUNAL
DIVISION BENCH (COURT- I) CHENNAI**

ATTENDANCE CUM ORDER SHEET OF THE HEARING
HELD ON **13.01.2026** THROUGH VIDEO CONFERENCE

CORAM: HON'BLE SHRI SANJIV JAIN, MEMBER (JUDICIAL)
HON'BLE SHRI VENKATARAMAN SUBRAMANIAM, MEMBER (TECHNICAL)

MAIN PETITION NUMBER : CP(1B)/133(CHE)2022

(IA/MA) APPLICATION NUMBERS

IA(Plan)/4(CHE)/2025; IA(IBC)/1140(CHE)/2024

ORDER

IA(Plan)/4(CHE)/2025

IA(IBC)/1140(CHE)/2024

Present: Mr. Vikram, Ld. Counsel for the RP.

Mr. Avinash Krishnan Ravi, Ld. Counsel for the SRA.

Vide common order pronounced in the open Court, the application IA(Plan)/4(CHE)/2025 is allowed.

The Plan submitted by the SRA is approved.

The application IA(IBC)/1140(CHE)/2024 is disposed of.

File be consigned to records.

-sd-

[VENKATARAMAN SUBRAMANIAM]
MEMBER (TECHNICAL)

MS

-sd-

**[SANJIV JAIN]
MEMBER (JUDICIAL)**

Date: 13.01.2026



IN THE NATIONAL COMPANY LAW TRIBUNAL,
DIVISION BENCH – I, CHENNAI
IB(IBC)/PLAN/4(CHE)/2025

In
CP(IB)/133(CHE)/2022

In the matter of Rajeshwari Infrastructure Limited
(filed under Section 30(6) of the Insolvency and Bankruptcy Code, 2016 R/w, Section 60(5) of the Insolvency and Bankruptcy Code, 2016)

Mr.Sanjay Mehra
Resolution Professional of
Rajeswari Infrastructure Limited

... Applicant

Along with

IB(IBC)/1140(CHE)/2024

In
CP(IB)/133(CHE)/2022

In the matter of Rajeshwari Infrastructure Limited
(filed under Section 45 of the Insolvency and Bankruptcy Code, 2016)

Mr.Sanjay Mehra
Resolution Professional of
Rajeswari Infrastructure Limited

... Applicant

Vs

Guruswamy Ramamurthy,
11, Jagannathan Street, ECR,
Kottivakkam, Chennai
Tamil Nadu – 600 041

... Respondent

Order pronounced on 13th January, 2026



CORAM:

SANJIV JAIN, MEMBER (JUDICIAL)
VENKATARAMAN SUBRAMANIAM, MEMBER (TECHNICAL)

For Applicant : Hritik, Anuj Kumar Chahuhan, & Muskan Mehra, Advocates

COMMON ORDER

1. Application, IA(Plan)/4(CHE)/2025, has been filed under Section 30(6) and Section 31 of the Insolvency and Bankruptcy Code, 2016 (IBC, 2016) read with Regulation 39(4) of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 (CIRP Regulations) by the Resolution Professional of the Corporate Debtor viz., Rajeswari Infrastructure Limited seeking approval of resolution plan submitted by the Successful Resolution Applicant viz., Guruswamy Ramamurthy seeking the following reliefs:

- i. Allow the present Application;*
- ii. Approve the Resolution Plan dated submitted by Guruswamy Ramamurthy as approved by the Committee of Creditors*
- iii. Approve and grant reliefs and directions sought under the Resolution Plan by the Resolution Applicant;*
- iv. Any other relief as this Adjudicating Authority may be deem fit and proper in the facts and circumstances of the case.*

2. Application IA(IBC)/1140(CHE)/2024 has been filed by the Applicant under Section 45 of the IBC, 2016 seeking following reliefs,



- i. To direct the Respondents to make contribution to the assets of the Corporate Debtor as per averments made in the present application; and/or*
- ii. To direct the Respondent to return an amount 2,19,41,340/- (Rupees Two Crore Nineteen Lakhs Forty One Thousand Three Hundred Forty Only) back into the account of the Corporate Debtor.*
- iii. Pass such other/directions as this Hon'ble Bench may deem fit and proper in the facts and circumstances of the ease and in the interest of justice and equity.*

IA(Plan)/4(CHE)/2025

3. CORPORATE INSOLVENCY RESOLUTION PROCESS – IN BRIEF

3.1. The Company Petition CP(IB)/133(CHR)/2022 was filed by Intec Capital Limited (Financial Creditor), against the Corporate Debtor under Section 7 of the IBC, 2016 for initiation of Corporate Insolvency Resolution Process (CIRP) of the Corporate Debtor. The Petition was admitted by this Tribunal vide an order dated 10.05.2023 and the Applicant was appointed as the Interim Resolution Professional (IRP). He was confirmed as the Resolution Professional in the 1st CoC meeting held on 12.05.2023.

3.2. The Applicant made public announcement in Form-A on 17.05.2023 as per Regulation 6 of CIRP Regulations, in Financial Express (English Edition), Makkal Kural (Tamil Edition) inviting claims from the creditors of the Corporate Debtor. Form A Public Announcement was also uploaded on the IBBI website. The last date for submission of claim was specified as 25.05.2023.



3.3. The Applicant received the following claims from the Financial Creditors in FORM-C:

S. No.	Name Of Claimant	Claim Amount	Amount Admitted
1.	Union Bank of India	17,180,413	17,180,413
2.	Intec Capital Limited	91,275,840	91,275,840
TOTAL		10,84,56,253	10,84,56,253

3.4. The Applicant also received two claims from the Operational Creditors (Other than workmen and employees) in Form-B. The claim received from the Operational Creditors were verified and admitted.

3.5. The Applicant constituted the Committee of Creditors on 02.06.2023 and submitted a report certifying the constitution of the Committee of Creditors under Section 21(1) of the Code read with Regulation 17(1) of CIRP Regulations before this Tribunal vide IA(IBC)/2032(CHE)/2023.

3.6. The Applicant convened the 1st meeting of CoC on 09.06.2023 where the Applicant was confirmed as the Resolution Professional of the Corporate Debtor.

3.7. The Applicant received another claim from the Financial Creditor i.e., Religare Finvest Limited and the same was provisionally verified. The



Applicant filed an Application IA/1466/2023 certifying the reconstitution of CoC. The Application was allowed by this Tribunal vide Order dated 18.08.2023. The reconstituted CoC stood as below:

S. No.	Name Of Claimant	Claim Amount	Amount Admitted	Voting Share (%)
1.	Union Bank of India	17,180,413	17,180,413	5%
2.	Intec Capital Limited	91,275,840	91,275,840	27%
3.	Religare Finvest Limited	24,03,91,788	24,03,91,788	68%
TOTAL		34,88,48,041	34,88,48,041	100%

3.8. The Applicant convened 3rd CoC meeting on 24.07.2023 wherein eligibility norms, draft of Expression of Interest, and revised Form G were approved.

3.9. The Applicant convened 4th meeting of CoC on 23.08.2023, wherein Applicant apprised the CoC about receipt of three Expression of Interest (EoI). The EoI from the Suspended Director, Guruswamy Ramamurthy, was approved by the members of the CoC in their commercial wisdom in the 5th meeting of CoC held on 22.09.2023. The Applicant also apprised the CoC about the appointment of INMACS Valuers Private Limited and Fintech



Valuers Advisory Pvt. Ltd to determine the Fair and Liquidation Value of the Assets.

3.10. The CoC was convened on 06.11.2023 wherein agenda for extension of CIRP period by 90 days beyond the statutory period from 11.11.2023 was approved with 100% voting rights. The Applicant filed an application IA/36/2024 seeking extension of the CIRP period by 90 days beyond the period of 180 days which was allowed vide order dated 19.01.2024.

3.11. The Applicant convened the 7th CoC meeting on 29.11.2023. The applicant apprised the CoC about one resolution plan received from the suspended director, Guruswamy Ramamurthy. In the 8th CoC meeting convened on 05.01.2024, the Applicant discussed the observations in the Resolution Plan submitted by the Suspended Director and advised him to incorporate suitable changes in his final Revised Resolution Plan. In the 9th CoC meeting convened on 03.02.2024, further discussion of the Resolution Plan was held.

3.12. The Applicant received the Revised Resolution Plan and the same was circulated to the members of the CoC.

3.13. The Applicant convened the 10th CoC meeting on 13.02.2024 for a discussion on the revised Resolution Plan. Thereafter, the Applicant convened the 11th CoC meeting on 21.02.2024 wherein the CoC members suggested some changes in the plan.



3.14. The Applicant convened the 13th CoC meeting on 10.04.2024 and the CoC members resolved for seeking further extension of 90 days with 100% voting share. Pursuant to that, the Applicant filed an Application IA/1192/2024 seeking extension of the CIRP period for further 90 days beyond 270 days. The application was allowed vide order dated 09.05.2024.

3.15. The Applicant convened the 15th CoC meeting on 21.05.2024 wherein discussions were held on the change in the methodology of distribution/disbursement of the amount in the Revised Resolution Plan dated 08.02.2024 in accordance with the ratio of the security interest of the Financial Creditor rather than the claims admitted. The same was put before the CoC for E Voting but was not approved by the CoC members.

3.16. The Applicant conducted the 16th CoC meeting on 12.07.2024, wherein the CoC approved for seeking extension of further 60 days with 100% voting share. Pursuant to that, the Applicant filed an Application IA/1788/2024 seeking extension of the CIRP period by 60 days and the Application was allowed vide order dated 09.09.2024.

3.17. The Applicant convened the 18th CoC meeting on 13.09.2024 for the extension of the CIRP period for a further period of 60 days as the Resolution Plan was still under consideration with the CoC members. The same was approved by the CoC members with 73.83% votes. Pursuant to that, the Applicant filed an IA/2000/2024 seeking extension of the CIRP period by 60 days and the same was allowed vide order dated 08.10.2024.



3.18. The Applicant conducted the 19th CoC meeting on 23.09.2024 wherein again the discussion was held on the change in the methodology of distribution/ disbursement of the amount in the Revised Resolution Plan dated 08.02.2024 in accordance with the ratio of the security interest of the Financial Creditor rather than the claims admitted but the same was not approved by the CoC members.

3.19. The Applicant convened the 20th CoC meeting on 30.10.2024, wherein agenda for seeking extension of CIRP period for further 60 days was discussed and approved. The Applicant also placed the Revised Resolution Plan for e-Voting. IA/2386/2024, filed by the Applicant, seeking extension of the CIRP period by 60 days was allowed vide order dated 16.12.2024.

3.20. It is stated that, the e-Voting on the Resolution Plan was held from 04.11.2024 to 11.11.2024. During this period, applicant received a request from the Financial Creditor, Union Bank of India to extend the voting period as they needed more time to seek approval from the higher authorities. Based on the request, the e-voting time line was extended till 25.12.2024.

3.21. It is stated that, the Applicant convened the 21st CoC meeting on 09.01.2025 for discussion on the voting result, as one of the Financial Member had not cast the vote. The Financial Creditor, Intec Capital Limited requested the RP to take legal opinion on the Voting Result. Further, an agenda for extension of 30 days from 12.01.2025 till 11.02.2025 was approved in the meeting.



3.22. It is stated that, the Applicant convened the 22nd CoC meeting on 13.01.2025 after taking the legal opinion. The Financial Creditor, Religare Finvest Limited with 68.91% abstained from voting. The abstained Financial Creditor was removed from the vote share. According to the re-evaluated voting share the Resolution Plan was approved with a voting share of 84.37%. The relevant portion of the minutes of 22nd CoC meeting is extracted here below:

S.NO	Name of CoC Members	Voting Share %	Voting (Assent/ Dissent/ Absent)
1	Religare Finvest Limited	68%	Absent
2	Intec Capital Limited	27%	Assent (Yes)
3	Union Bank of India	5%	Dissent (No)
	TOTAL	100	

* *Original Voting % based on the Voting Result*

Based on the legal opinion, the voting results are evaluated as under:

S.NO	Name of CoC Members	Voting Share %	Voting (Assent/ Dissent/ Absent)
1	Intec Capital Limited	84.37%	Assent (Yes)
2	Union Bank of India	15.62%	Dissent (No)
	TOTAL	100	

Therefore, total COC Members Voting for Passing of the Resolution Plan: 84.37%
(27/32 X 100)

3.23. Hence, the present Application seeking approval of the Resolution Plan has been filed by the SRA.

4. PROGRESS DURING THE HEARING OF THIS APPLICATION



4.1. During the proceedings dated 04.04.2025, it was stated by the Applicant that, the Financial Creditor i.e., Religare Finvest Limited abstained from the voting on the plan. The Tribunal then directed the RP to serve notice on Financial Creditor, Religare Finvest Investment.

4.2. In the proceedings dated 24.04.2025, the Religare Finvest Investment appeared through its counsel and stated that it does not have any objection to the Revised Resolution Plan. Recording the submissions, this Tribunal directed the RP to conduct another CoC meeting. It was directed as under:

ORDER

Present: Shri. Naveen Kumar, Ld. Counsel for the Financial Creditor.

Shri. E. Om Prakash, Learned Sr. Counsel along with Shri. Vikram, Ld. Counsel for the RP.

Ld. Counsel for the RP submits that RP is willing to conduct another CoC in case Religare Finvest Limited which has 68% voting, wants to participate.

Ld. Counsel for the Financial Creditor on instructions submits that Financial Creditor has no objection.

Recording the above submissions, let CoC meeting be conducted.

List the application for further hearing on **08.05.2025**.

4.3. In the proceedings dated 08.05.2025, the RP submitted that the CoC meeting was held on 24.04.2025 where the Resolution Applicant sought time to revise the plan as per the CoC's requirement.

4.4. In the 24th CoC meeting conducted on 11.07.2025, the applicant informed the CoC about the inclusion of immovable property originally offered as



security towards Intec Capital Limited for the loan taken by the Corporate Debtor. As there is an agreement entered between the SRA(erstwhile promoter) and the Corporate Debtor that upon initiation of any insolvency process, the immovable property originally offered as security to Intec Capital Limited by Guruswamy Ramamurthy, erstwhile Director, it is stated that now it shall vest upon the company as part of its assets. The Financial Creditor, i.e., Intec Capital limited, provided its approval subject to the condition that the properties shall remain under mortgage to Intec Capital Limited, which shall continue to retain its security interest over the said property until the CIRP process.

4.5. In the proceedings dated 25.08.2025, the RP stated that the addendum to the Resolution Plan submitted by the SRA was placed before the CoC and the CoC with voting share of 100% approved the Resolution Plan along with addendum.

Resolution:

(To consider and if thought fit, to pass with or without modification the following resolution):

"RESOLVED THAT, pursuant to Section 30(3) & (4) of Insolvency Bankruptcy Code, 2016, and Regulations 39 of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, and other applicable provisions, of the Insolvency and Bankruptcy Code, 2016 and in accordance with rules and regulations made thereunder, the modified Resolution Plan along with addendum dated 07.06.2025 submitted by Resolution Applicant, Mr. Gurusamy Ramamurthy, be and is hereby approved by the CoC.

FURTHER RESOLVED THAT the RP is authorized to take effective steps/actions in this regard and give effect to this approved resolution."

Gist of voting was as under:



Sr.	Name of CoC Member	Voting Share (%)	Voting (Assent/Dissent/Abstain)
1	Religare Finvest Limited	68.91%	ASSENT
2	Intec Capital Limited	26.16%	ASSENT
3	Union Bank of India	04.93%	ASSENT
TOTAL		100%	

RESULT:

Since, the resolution has received 100% votes in assent, hence, the above resolution is declared as **APPROVED**.

4.6. This Tribunal, thereafter, directed the RP to place the addendum to the Resolution Plan along with revised Form-H through an Affidavit.

4.7. Pursuant to that, the RP filed an affidavit vide SR.No: 3943 dated 18.09.2025 and placed the addendum to the Resolution Plan along with revised Form H.

5. SALIENT FEATURES OF THE RESOLUTION PLAN

5.1. The Successful Resolution Applicant (SRA), i.e Guruswamy Ramamurthy, is the promoter of the CD and is eligible under Section 240A of the IBC, 2016. SRA vide this Resolution Plan aims to reacquire the assets of the CD. Post approval of the Resolution Plan, the SRA plans to actively engage in the common equity shares of the CD, with the distribution of shares as follows:



Nature of Issuance	Shareholders	No. of Shares	Share Capital (In Rs.)	Face Value	Shareholding Percentage
Fresh Issuance	RA	1010116	1,01,01,160	10	95%
Existing Shares	Public Shareholders	53164	5,31,640	10	5%
Total		1063280	1,06,32,800		100.00%

5.2. The SRA over two decades has involvement in the infrastructure sector. This SRA has deep understanding of intricacies and dynamics of the industry. His expertise extends to project planning, execution, and resource management, which are essential facets in ensuring the successful completion of infrastructure projects.

5.3. It is stated that, the SRA is not disqualified under Section 29A of the IBC, 2016 as the CD is classified as an MSME and falls under the protective purview of Section 240A of the IBC, 2016. Affidavit to this effect has been filed along with the Application.

5.4. It is stated that in compliance with the Regulation 38(1B) of the IBBI CIRP Regulations 2016, the SRA or any of his related parties never failed to implement or contribute to the failure of implementation of any resolution plan approved by the Tribunal at any time in the past.

5.5. Proposal of Resolution Applicant as to payment to various stakeholders as per Resolution Plan dated 08.02.2024 is as below;



Particulars	Amount
Payment towards Unpaid CIRP Cost	INR 35,00,000/-
Upfront Payment to Operational Creditors – Statutory Dues	NIL, as no Claim Admitted
Upfront Payment to Operational Creditors – Other than Statutory Creditors	INR 50,000/- (within 90 days from the Effective Date)
Upfront Payment towards outstanding employee and workmen dues including Gratuity & EPF/ESIC	NIL, as no Claim Admitted
The proposed amount for Secured Financial Creditors	INR 10,05,00,000/-
Amount of Upfront Payment to Secured Financial Creditors	Installment 1: INR 50,00,000/- (within 3 months from the Effective Date)
Proposed Deferred Payment	Installment 2: INR 2,00,00,000(Within 3 months from Installment 1)



Particulars	Amount
	Installment 3: INR 5,00,00,000(Within 3 months from Installment 2) Installment 4: INR 2,55,00,000(Within 3 months from Installment 3)
Deferred Repayment Schedule to Secured Financial Creditors	INR 9,50,00,000/- (within 12 Months from the Effective Date)
Amount of Upfront Payment to Financial Creditors towards Release of Personnel Guarantees	INR 1,05,000/- (within 3 months from the Effective Date)
Deferred Repayment Schedule to Financial Creditors towards Release of Personnel Guarantees	INR 19,95,000/- (within 12 Months from the Effective Date)
Any Other liability, incl- Contingent liabilities and uninvoked bank guarantees	The Resolution Applicant (RA) has thoughtfully considered all aspects of the Resolution Plan for Rajeswari Infrastructure Limited (RIL). In this regard, it's essential to note that the RA has proposed to pay an amount of Rs.2,50,000 towards any other liability, which includes contingent liabilities and uninvoked bank guarantees. This strategic decision is aimed at providing financial stability to the company and safeguarding its prospects. By eliminating these additional liabilities through the Resolution Plan, the RA aims to streamline RIL's financial position and create a firm foundation for its resurgence and growth. This approach not only helps in resolving RIL's outstanding financial issues but also instils confidence among its stakeholders and investors.

5.6. In addition to the above, as per the addendum to the Resolution Plan approved in the 25th CoC meeting, the SRA has enhanced payment to Financial Creditors to an extent of Rs.2.05 Crores over and above the amount previously



proposed under the Resolution Plan. Further, the timelines for the implementation have been revised and reduced to nine months from the date of approval, in result the fourth instalment as per the revised resolution plan dated 08.02.2024 will be combined with the third instalment.

Enhanced Payment to Financial Creditors(Ref :Clause 6., Pg No: 22 of Revised Resolution Plan): -

The payment to the Financial Creditors shall be increased by an additional sum of ₹2.05 crores over and above the amounts previously proposed under the Resolution Plan. And the same shall be done along with the third installment.

Reduced Timeline for Implementation: -(Ref :Clause 6.3 , Pg.No : 20 of Revised Resolution Plan):

The period for implementation of the Resolution Plan shall be revised and reduced to nine (9) months from the date of approval by the Adjudicating Authority. The last installment payment shall now be combined with the third installment.

Revised Distribution Mechanism: -(Ref :Clause 7.E Pg.No : 32, of Revised Resolution Plan):

The previously proposed method of distribution of payments shall stand superseded. The Committee of Creditors (CoC) shall be vested with the authority to determine and finalise a revised method of distribution in accordance with applicable law and in the best interests of all stakeholders.

5.7. As per Clause 7 of the revised Resolution Plan dated 08.02.2024, the capital structure of the CD is proposed to be changed. The existing shareholding pattern is extracted here below:

Shareholders	No. of Shares	Share Capital (In Rs.)	Shareholding Percentage
Promoter and Promoter Group	2872718	2,87,27,180	51.94%
Public Shareholders	2658182	2,65,81,820	48.06%
Total	5530900	5,53,09,000	100.00%



5.8. As per Clause 7.1A of the Resolution Plan, the Equity shares amounting to 2872718 shares of Rs.10 each collectively representing 51.94% shareholding held by the Promoters and Promoter Group in the CD shall stand fully extinguished.

5.9. As per Clause 7.1B of the Resolution Plan, the shares held by the Public Shareholders equivalent to 2658182 shares of Rs. 10 each representing 48.06% shareholding in the Corporate Debtor shall not be cancelled but will be included as part of the reconstitution of the share capital of the Corporate Debtor. The proposed change in the shareholding pattern is extracted here below:

Reconstitution of Share Capital:

a) After the Cancellation of Shares in terms of Clause 2.1.1, the following would be the shareholding pattern of the Corporate Debtor before reconstitution:

Proposed	No. of Shares	Share Capital (In Rs.)	Shareholding %	Face Value (In Rs.)
Promoters & Promoter Group	-	-	-	-
Public Shareholders	2658182	2,65,81,820	100%	10
Total	2658182	2,65,81,820	100%	

b) The share capital of the Corporate Debtor shall be reconstituted in such manner that the share capital of the existing Public Shareholders of the Corporate Debtor equivalent to Rs. 2,65,81,820/- divided into 2658182 equity shares shall stand reduced from a face value of Rs. 10/- each to face value of Rs. 0.20/- each ("Reduction in Share Capital")



c) After the Reduction in Share Capital, the shareholding pattern of the Corporate Debtor will be:

Proposed	No. of Shares	Share Capital (In Rs.)	Shareholding %	Face Value (In Rs.)
Promoters & Promoter Group	-	-	-	-
Public Shareholders	2658182	5,31,640	100%	0.20
Total	2658182	5,31,640	100%	

d) Immediately upon the Reduction in Share Capital, the shares shall be consolidated into equity shares with a face value of Rs. 10/- each ("Consolidation of Share Capital"). Any fractional entitlements of equity shares resulting from such consolidation shall be rounded off to the nearest whole integer. An indicative table, assuming no rounding up is required on account of fractional entitlement, is set out below:

Proposed	No. of Shares	Share Capital (In Rs.)	Shareholding %	Face Value (In Rs.)
Promoters & Promoter Group	-	-	-	-
Public Shareholders	53164	5,31,640	100%	10
Total	53164	5,31,640	100%	

e) The initial equity investment by the Resolution Applicant in the Corporate Debtor shall be the Equity Infusion aggregating to INR 1,01,01,160/- in respect of which the Resolution Applicant will subscribe to 1010116 equity shares of Rs. 10 each. The purpose amounts proposed are due to the interest cost on the loan would be higher and it would be most cost-efficient for the Corporate Debtor if the Resolution Applicant invests in the equity of the company. An



indicative table below sets up the proposed shareholding pattern for the Resolution Applicant and the Financial Creditors, assuming no exit from the Public Shareholders:

Nature of Issuance	Shareholders	No. of Shares	Share Capital (In Rs)	Face Value	Shareholding Percentage
Fresh Issuance	RA	1010116	1,01,01,160	10	95%
Existing Shares	Public Shareholders	53164	5,31,640	10	5%
Total		1063280	1,06,32,800		100.00%

f) The Resolution Applicant shall ensure that the public shareholding in the Corporate Debtor is restored to at least 25% within a maximum period of 2 (two) years in each case from the date of the first tranche issuance of equity shares to the Resolution Applicant. The Resolution Applicant proposes to restore the public shareholding in the Corporate Debtor through the issuance of fresh shares of the Corporate Debtor to the public, at market price, by way of a Follow-on Public Offer, which process shall be carried out in compliance with the Applicable Laws."

5.10. In effect, the shares held by the Public Shareholders would be reduced from 26,58,182 shares with face value of Rs.10 to 53,164 shares with face value of Rs.10. Further, fresh 10,10,116 shares with a face value of Rs.10 would be issued to the Resolution Applicant.

6. LIQUIDATION AND FAIR VALUE

6.1. The applicant had appointed INMACS Valuers Private Limited and Fintech Valuers Advisory Pvt. Ltd to determine the Fair and Liquidation



Value of the Assets of the CD. Pursuant to their appointment, the INMACS Valuers Private Limited (IBBI Reg. No: IBBI/RV-E/02/2021/141) and Fintech Valuers Advisory Pvt. Ltd (IBBI Reg. No. – IBBI/IPA-001/IP-P01818/2019-20/12784) provided the fair and liquidation value, which is extracted here below:

6.2. Valuation Report – I

On the basis of the above stated discussions, the fair value of the financial assets of the company is as below:

Particular	Fair Value	Liquidation Value
Land & Building	13,60,38,000	9,89,30,400
Plant & Machinery	17,93,780	14,37,124
SFA	18,78,009	13,26,132
Total Value of Assets	13,97,09,789	10,16,93,656

6.3. Valuation Report - II

S.NO	AS PER PHYSICAL VERIFICATION AS ON DATE OF SITE VISIT	Value in ₹	
		FAIR VALUE AS ON DATE OF CIRP	LIQUIDATION VALUE AS ON DATE OF CIRP
A	SECURITIES OR FINANCIAL ASSETS	₹ 1,90,26,639.00	₹ 13,84,584.00
B	LAND AND BUILDING	₹ 13,99,53,000.00	₹ 10,26,57,420.00
C	PLANT AND MACHINERY	₹ 22,45,944.31	₹ 18,32,755.44
SUB-TOTAL VALUE		₹ 16,12,25,583.31	₹ 10,58,74,759.44

6.4. The Average Fair Value of the CD aggregates to Rs. 15,04,67,686.15 and the average Liquidation Value of the CD aggregates to Rs. 10,37,84,207.72

6.5. It was resolved in the 24th CoC meeting that as per an agreement between SRA and the CD, the property mortgaged by the SRA with the Financial Creditor Intec Capital Limited, shall stand transferred to the Corporate Debtor. Pursuant to that, the applicant appointed two IBBI



registered valuers i.e., INMACS Valuers Private Limited and Valsight Advisors Private Limited to calculate the fair value and liquidation value of the property transferred in the name of CD.

6.6. Valuation Report I:

Particular	Fair Value in INR	Liquidation Value in INR
Land	₹ 2,56,74,675	₹ 1,70,99,400
Building	₹ 43,00,425	₹ 34,40,340
Total	₹ 2,56,74,675	₹ 2,05,39,740

6.7. Valuation Report II:

(All figures are in INR, otherwise stated)

Assets	Reference	FV as on ICD	LV as on ICD
Property at Kodungaiyur	1.1	58,70,600	46,96,480
Land		42,50,000	34,00,000
Building		16,20,600	12,96,480
Property at Choolaimedu	5.4	1,94,79,145	1,55,83,316
Land		1,71,24,250	1,36,99,400
Building		23,54,895	18,83,916
Total		2,53,49,745	2,02,79,796

6.8. The Average Fair Value of the property transferred to CD aggregates to Rs. 2,55,12,210/- and the average Liquidation Value aggregates to Rs. 2,04,09,768/-



6.9. The Total valuation calculated after transferring the property to the CD is provided in the revised Form H. The Fair Value is stated to be Rs.17,59,79,896.20 and the Liquidation Value is Rs.12,41,93,975.70.

7. AMOUNTS PAYABLE UNDER THE RESOLUTION PLAN TO VARIOUS CLASSES OF CREDITORS OF THE CORPORATE DEBTOR

7.1. CIRP Cost

7.2. The SRA in the Clause 7.3 (b) of the Resolution Plan has provided that, the unpaid CIRP cost shall be paid at actuals as on effective date.

7.3. This Tribunal vide order dated 12.11.2025, directed the Applicant to provide the details of the CIRP cost. The Applicant vide SR No:- 5109 dated 27.11.2025 filed a memo and clarified that the CIRP cost is Rs.69,66,045.00. The SRA in 25th CoC meeting agreed to bear the additional CIRP cost.

7.4. Payment to Operational Creditors – Statutory Liabilities (Income Tax + GST and Others)

7.4.1. There are NIL statutory claims (Income Tax + GST and Others) of Operational Creditors admitted by the RP.

7.4.2. As per Clause 7.3 (c), no amount is being paid towards the statutory claims (Income Tax + GST and Others).

7.5. Payment to Operational Creditors – Others



7.5.1. As per the Clause 7.3 (d) of the Resolution Plan, the SRA proposes to pay an amount of Rs.50,000/- to all the operational creditors in proportion to their claims admitted by the RP.

7.5.2. An amount of Rs.0.46 crores has been admitted towards the Operational Creditors. It is stated that, the estimated liquidation value due to such Operational Creditors has been calculated as **NIL**. The amount due to the operational creditors under the Resolution Plan shall be given priority in payment over financial creditors as per Regulation 38(1) of the CIRP Regulations.

7.6. Payments to Unsecured/Secured Financial Creditors.

7.6.1. The total amount admitted towards the claim of Secured Financial Creditors is **Rs.34.88 crores**. The plan is approved with 100% voting share and thus there are no dissenting secured financial creditors.

7.6.2. The total amount admitted towards claim of the Unsecured Financial Creditor is **NIL**.

7.6.3. As per the Clause 7.3 (e) of the Resolution Plan, the Secured Financial Creditor shall be paid an amount of Rs.10,05,00,000/-. Further as per the addendum to the Resolution Plan, Rs.2,05,00,000/- has been increased over and above to the amount already proposed.



7.6.4. The Applicant filed a clarificatory memo vide SR No:- 5109 dated 27.11.2025 and provided the breakup of payment towards the Secured Financial Creditor and the same is extracted here below:

	EXISTING PLAN VALUE	10,64,00,000.00			
	ADDITIONAL PLAN VALUE	2,05,00,000.00			
	TOTAL	12,69,00,000.00			
PARTICULARS	DESCRIPTION	AMOUNT	DISBURSEMENT BY FC TOWARDS SHORTFALL IN CIRP COST AMOUNT IN RATIO OF SECURITY INTEREST	AMOUNT IN LIEU OF PERSONAL GUARANTEE	NET DISBURSEMENT
CIRP COST	AS ACTUALS	69,66,045.00			69,66,045.00
OC		50,000.00			50,000.00
UBI	LIQUIDATION VALUE	1,38,91,320.00	4,13,093.54	7,00,000.00	1,41,78,226.46
RELIGARE	LIQUIDATION VALUE	8,69,02,590.00	25,84,268.35	7,00,000.00	8,50,18,321.65
INTEC	LIQUIDATION VALUE	2,06,00,000.00	6,12,593.11	7,00,000.00	2,06,87,406.89
PERSONAL GUARANTEE	7,00,000 EACH	21,00,000.00			
TOTAL LIABILITY		13,05,09,955.00			12,69,00,000.00
TOTAL PLAN AMOUNT		12,69,00,000.00			
SHORTFALL IN PLAN AMOUNT		36,09,955.00			

7.7. Payment to Workmen and Employees Including Provident Fund:

As per the information memorandum, the admitted claims of employees and workmen is NIL. The SRA has proposed a **NIL amount** to the Workmen & Employees including Gratuity, PF & ESIC.

7.8. Shareholders and other persons:



If the CD is to be liquidated, the Shareholders will get NIL amount. Thus, the SRA as per Clause 7.3 (h) has proposed to pay NIL amount to the shareholders and other persons.

8. SOURCE OF FUNDS

8.1.1. Source of Funds as provided in Clause 9 of the Resolution Plan is extracted here below:

9.1. SOURCES OF FUNDS

The Resolution Applicant proposes the following:

The total amount of **INR 10,64,00,000 (Indian Rupees Ten Crore Sixty Four Lakhs Only)** is the total proposed financial consideration in the following manner.

Of the above the RA Proposes:

- a) RA Proposes to Infuse **INR 1,01,01,160/-** in the form of fresh Equity to be borrowed from the financial supporter, family, friends etc
- b) **INR 7,12,98,840 (Indian Rupees Seven Crore Twelve Lakhs Ninety Eight Thousand Eight Hundred Forty only)** shall be brought in by the proposed investors/shareholders in the equity / Quasi Equity/ subordinate debt / Warrants (Convertible/non-convertible in equity shares) / internal accrual for the broken period of the corporate debtor
- c) The RA also proposes to sell the non-core assets of the corporate debtor within 12 months from the effective date which as per RA will generate an inflow of **INR 2,50,00,000 (Indian Rupees Two Crore Fifty Lakhs)** and the same shall be utilised towards payment to the Financial Creditors as per terms of this plan. The RA proposes that if in case the non core assets are not sold in time, the RA will be infusing the funds from his own sources in order to fulfill the plan.

8.1.2. In terms of addendum to the Resolution Plan, Rs.2,05,00,000/- has been increased over and above the amount initially proposed. This Tribunal



vide Order dated 12.11.2025 sought clarification from the Applicant as to the source of funds for the additional infusion of Rs.2,05,00,000/-. The Applicant vide SR No:- 5109 dated 27.11.2025 stated that, the SRA would provide it through his personal funds and from friends & family.

8.1.3. This Tribunal vide Order dated 16.12.2025 directed the SRA to file an affidavit enclosing the letters/financials of the relatives/friends who have agreed to give funds to SRA and a copy of MSME certificate of the CD.

8.1.4. In compliance with the Order dated 16.12.2025, the Applicant filed a memo dated 26.12.2025 containing an affidavit dated 26.12.2025 provided by SRA containing letter of intent for proposed investment of Rs.9,00,00,000/- in CD from Mr. J Antony Selva Sathish. SRA has also annexed Net worth certificate of Mr. J. Antony Selva Sathish showing his net worth of Rs.32,14,28,950.00. Further, SRA has annexed MSME Certificate of the CD. It is seen that though the MSME certificate was registered during CIRP but with the approval of RP. It was held in the case of *Hari Babu Thota in C.A. No. 4422 of 2023* that even if MSME registration is made after the intuition of CIRP but before the date of submission of resolution plan, the ex-Promoter of the MSME is eligible to file a resolution plan

9. Term of the Plan and Implementation Schedule



As per the Clause 19 of the Resolution Plan and the addendum to the Resolution Plan, **the Effective date shall be the date on which this Tribunal approves the Resolution Plan**. Further, the **Completion date shall be from the effective date + 9 months**.

10. Measures Until Completion Date - Monitoring Agency

10.1. As per Clause 16.1 of the Resolution Plan, a Monitoring Committee will be formed consisting of the Resolution Professional, One member appointed by the SRA and one member of the CoC. The fees of the Insolvency Professional will be fixed at Rs.50,000/- per month along with reimbursement of travel expenses if any. The period of the working of the monitoring committee will be from the effective date till the completion date.

10.2. As per clause 16.1 (b) of the Resolution Plan, the Monitoring Agency shall manage the Corporate Debtor in trust and shall appoint the CEO/CFO to manage the day-to-day affairs of the Corporate Debtor under its supervision until the full hand-over of assets of the Corporate Debtor including business records and all statutory records, tax filings, account books and account records are taken into custody by the Resolution Professional under Sections 17 and 18 of the Code read with Sections 23 and 25 of the Code.

10.3. As per clause 16.1 (c) of the Resolution Plan, once the resolution plan is successfully implemented, the involvement of the Resolution professional and other members of the monitoring committee will be withdrawn.



10.4. As per clause 16.1 (d) of the Resolution Plan, upon appointment of the Monitoring Agency, the Resolution Professional shall be released of his statutory duties and responsibilities, however, he shall continue to be liable (i) the complete handover of all the records, assets and information and (ii) any non-compliance during the period of his management, including for non-payment of statutory dues or taxes.

10.5. As per clause 16.1 (e) of the Resolution Plan, the Monitoring Agency shall manage the affairs of the Corporate Debtor and shall exercise the powers of the Board of Directors of the Corporate Debtor.

10.6. As per clause 16.1 (f) of the Resolution Plan, during the Interim Period and till handover, the voting rights of the existing shareholders and all incidental rights available to them as shareholders shall remain suspended, denuded and unavailable. All decisions shall be taken by the Monitoring Agency.

11. IMPLEMENTATION AND SUPERVISION OF THE RESOLUTION PLAN:

As per Clause 18 of the Resolution Plan, the monitoring agency will act as an independent overseer, ensuring that the Resolution Plan is being implemented effectively and in accordance with the terms and conditions approved by the NCLT. The Responsibilities of the monitoring agency encompass regular assessment and reporting on the progress of the resolution, addressing any deviations from the plan promptly, and assisting in the resolution plan's smooth execution.



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

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

SECTION OF THE CODE/REGULATION No.	REQUIREMENT	COMPLIANCE (Y/N)	HOW DEALT WITHIN THE PLAN
Section 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	-
Section 29A	The Resolution Applicant is eligible to submit resolution plan as per final list of Resolution Professional or Order, if an , of the Adjudication Authority	Y	Yes, Page 17, Clause 3.4
Section 30(1)	The Resolution Applicant has submitted an affidavit stating that it is eligible as per Code	Y	Yes, affidavit received as per the RFRP format
Section 30(2)			
(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.	Y	Clause 7.3(b) Page 26
(b)	Provides for the payment to the operational creditors	Y	Clause 7.3 (c) Page 27
(c)	Provides for payment to the financial creditors who did not vote in favour of the resolution plan	Y	Clause 7.3(e) Page 33



(d)	Provides for the management of the affairs of the corporate debtor	Y	Clause 17(iv) Page 54
(e)	Provides for the implementation and supervision of the resolution plan	Y	Clause 18, Page 58
(f)	Does not contravene any of the provisions of the law for the time being in force	Y	Clause 20.2, page 60
Section 30(4)	The Resolution Plan (a) is feasible and viable, according to the CoC (b) has been approved by the CoC with 66% voting share	Y Y	Yes Yes
Section 31(1)	The Resolution Plan has provisions for its effective implementation plan, according to the CoC	Y	Clause 18, Page 58
38(1)	The amount due to the Operational Creditors under a Resolution Plan shall be given priority in payment over Financial Creditor.	Y	Clause 7.3(c) & (d), Page 27
38(1A)	A Resolution Plan shall include a statement as to how it has dealt with the interest of all stakeholders, including Financial Creditors and Operational Creditors of the Corporate Debtor	Y	Clause 7.3(a) & Page 26
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.	Y	Clause 3.5 Page 17
38(2)	A Resolution Plan shall provide (a) the term of the plan and its implementation schedule	Y	Clause 19, Page 59
	(b) the management and control of the business of the Corporate Debtor during its terms; and	Y	Clause 16, Page 52



	(c) adequate means for supervising its implementation	Y	Clause 16, Page 52
38(3)	A Resolution Plan shall demonstrate that (a) It addressed the cause of default;	Y	Clause 5, Page 19
	(b) It is feasible and viable;	Y	Clause 6-10, Page 20 - 41
	(c) it has provisions for its effective implementation;	Y	Clause 16,18 19, Page 52-59
	(d) it has provisions for approvals required and the timeline for the same; and	Y	Clause 16, Page 52
	(e) the Resolution Applicant has the capability to implement the Resolution Plan	Y	Clause 19.3, Page 59
Regulation 39(2)	Whether the RP had filed applications in respect of transactions observed, found or determined by him?	Y	
Regulation 39(4)	Provide details of performance security received, as referred to in sub-regulation (4A) of regulation 36B	Y	Yes

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13. It is stated that, the applicant (RP) in discharge of his duties to take the custody and control of all the assets of the CD, including records of the CD, appointed M/s UAA & Associates for conducting the Preferential, Undervalued, Extortionate and Fraudulent Transactions.



14. It is stated that, the Applicant received audited report from M/s UAA & Associates. The Applicant observed from the report that, the Corporate Debtor had disbursed an excess amount to the Respondent to the tune of Rs. 2,19,41,340/- from the period 01.05.2021 to 13.04.2023. It is further stated that, the above said amount has not been credited back into the account of the Corporate Debtor.

15. It is stated that, the said transaction may tantamount to undervalued transaction and thus attracts the provisions of Section 45 of the IBC, 2016.

ANALYSIS AND FINDINGS OF THIS TRIBUNAL:-

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16. Heard the counsel for the Applicant and perused the documents on record.

17. The Applicant has filed revised Compliance Certificate in Form H dated 29.07.2025.

18. It is seen from Form H that the Fair value of the Corporate Debtor has been estimated to be Rs.17,59,79,896.20 (Rupees Seventeen Crores Fifty Nine Lakhs Seventy Nine Thousand Eight Hundred Ninety Six and Twenty Paise), and the Liquidation value has been estimated to be Rs.12,41,93,975.70 (Rupees Twelve Crores Forty One Lakhs Ninety Three Thousand Only). As per the Resolution Plan the Resolution Applicant has proposed a total consideration of Rs.10,64,00,000/- along with additional amount of Rs.2,05,00,000/- having been increased as per the addendum to the Resolution Plan, in sum the Resolution



Plan value amounts to **Rs.12,69,00,000/- (Rupees Twelve Crores Sixty Nine Lakhs).**

19. It is also seen from Form – H that the Applicant had filed PUFE Application IA/1140/2024 under Section 45 of IBC, 2016. During the hearing on 25.08.2025, it was submitted by the Ld. Counsel for the Applicant that the PUFE Application will not survive if the plan is approved, as the property under dispute has already been vested with the Corporate Debtor.

20. As per the Clause 19 of the Resolution Plan, the effective date is the date of approval of the Resolution Plan. The Completion date will be 9 months from the effective date.

21. The SRA has submitted an Affidavit under Section 29A of IBC, 2016 to the Resolution Professional confirming that, as on the date of the Plan and on the basis of the records of the Resolution Applicant, the Resolution Applicant is eligible under Section 29A of the Code to submit the Plan. The Affidavit is appended as **Annexure A20** to this Application.

22. As per the Clause 7.3 (e) of the Resolution Plan, the SRA would pay Rs.7,00,000/- (Seven Laksh) to each Financial Creditor totalling to Rs.21,00,000 (Twenty One Lakhs) towards release of the Personal Guarantees. Upon payment of Rs.21,00,000/-, the guarantees executed by the Personal Guarantors for the loan availed by the Corporate Debtor would stand extinguished.



23. In so far as approval of the Resolution Plan is concerned, this Tribunal is convinced on the decision of the Committee of Creditors, following the judgment of the Hon'ble 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 under;

"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."

24. 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 under;



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)*.

25. The Hon'ble Supreme Court in the matter of *K. Sashidhar v. Indian Overseas Bank and Ors.* (*supra*) has lucidly delineated the scope and interference of the Adjudicating Authority in the process of approval of the Resolution Plan and held as under;

“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)

26. The Hon'ble Supreme Court 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)

27. The Hon'ble Supreme Court in its 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 exposites by this Court."



28. Thus, from the catena of judgments rendered by the Hon'ble Supreme Court on the scope of approval of the Resolution Plan, it is amply 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.

29. In the instant case, the Financial Creditor (Religare Finvest Limited) with 68% voting share had abstained from voting on the Resolution Plan but had not objected to the resolution plan. This Tribunal then directed to issue notice to Religare Finvest Limited. On 24.04.2025, the Counsel for Religare Finvest Limited appeared and submitted that Financial Creditor has no objection if another CoC be held and it would participate in the CoC. On his submission, this Tribunal directed to convene the CoC and place the plan for reapproval. Accordingly, CoC was held on 24.04.2025 where the SRA agreed to revise the resolution plan after the discussions with the CoC members. He submitted an addendum along with the plan which was placed before the CoC and it was approved with 100% voting. It was thereafter the plan with addendum was placed before this Tribunal for approval along with revised Form H and the Affidavit.

30. At this juncture, we find it apt to refer to the Judgment of the Hon'ble NCLAT in the matter *Ocean Capital Market Ltd. v. Uday Narayan Mitra Former RP and Ors., in Company Appeal (AT) (Insolvency) No.514 of 2023* wherein the Hon'ble NCLAT has held that in order to meet the ends of justice, the Successful Resolution Applicant may be permitted to prepare an Addendum



to the Resolution Plan, which Addendum be placed before the CoC for voting by the Resolution Professional and after decision of the CoC, in event, the CoC decides to approve the Addendum, the Addendum as well as the Resolution Plan be submitted before the Adjudicating Authority for fresh consideration.

31. Further, as per the decision of the Hon'ble NCLAT in the matter of Ocean Capital Market (supra) only the Addendum alone can be placed before the CoC for its approval and the said Addendum as well the Resolution Plan be submitted before the Adjudicating Authority for fresh consideration.

32. On perusal of the documents on record, we are satisfied that the Resolution Plan is in accordance with sections 30 and 31 of the IBC. It also complies with regulations 38 and 39 of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016.

33. In the light of what has been stated above, **the Resolution Plan is 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 will be binding on the Corporate Debtor and other stakeholders.

34. The Resolution Applicant has sought for reliefs and concessions under the Resolution Plan and the same are dealt with hereunder;

S. No	RELIEF AND/OR CONCESSIONS AND APPROVAL SOUGHT BY RESOLUTION APPLICANT (CHAPTER 16 OF RESOLUTION PLAN)	ORDERS THEREON
A	All Governmental Authorities including Tax authorities like Income Tax, Customs , GST /	Granted



	<p>Municipal Corporations/ Local Authorities / Electricity Boards / Industrial Board/ Metro water & Sewerage boards are requested to waive the Non-Compliances & Pending Dues (if any) of the Corporate Debtor before the Effective Date and to provide reasonable time after the effective date to complete all the subsequent compliances required, however, all the non compliances before the effective date stands ratified by this order.</p> <p>Further, any security deposit /refundable deposit with any Governmental Authorities / Local Authorities / Electricity Boards / Industrial Board shall be adjusted/ accounted for and considered for new connections/ licenses/ permits;</p>	<p>It is for the appropriate authorities to consider.</p>
B	<p>Direct that the claims of any Government Authority/ TANGEDCO/TNEB etc including for Electricity Duty/Electricity Tax/wheeling Charges or any other Statutory Dues pertaining to the period prior to NCLT Approval date shall stand settled and extinguished in accordance with Sec 53 of the code and no amount shall be paid by the corporate debtor or the Resolution Applicant towards such dues.</p>	<p>Granted to the extent of dues which are pending prior to the approval date.</p>
C	<p>It is probable that certain of the Business Permits/ Import Licenses/ DGFT Licenses/NSE Listing/BSE Listing/ GST Registration etc. of the Corporate Debtor have lapsed, expired, suspended, cancelled, revoked or terminated or the Corporate Debtor has Non Compliances in relation thereto, accordingly, the Resolution Applicant requests all Governmental Authorities to provide reasonable time period after the Effective Date for the Resolution</p>	<p>This is for the appropriate authorities to consider, keeping in view the object of IBC, 2016</p>



	Applicant to assess the status of these Business Permits and ensure that the Corporate Debtor is compliant with the terms of such Business Permits and Applicable Law without initiating any investigations, actions or proceedings in relation to such Non Compliances and all such non-compliances stands ratified by this order. Further, the time period with regard to such Business Permits/ Import Licenses/ DGFT Licenses etc. should be extended for 1 year;	
D	As a part of the Resolution Plan, the equity shares of the company will be unconditionally reduced. Accordingly, all the relevant authorities including the Ministry of Corporate Affairs, Registrar of Companies, SEBI, BSE, Registrar and Share Transfer Agents etc are requested to give their approvals to the said arrangement, if required. In this regard, if there is any requirement under any law including Rule 19(a) of Securities Contract regulations Rules, SEBI Listing Compliances etc., the RA shall be allowed to comply to the same within 2 years from the issuance of fresh equity.	This is for the appropriate authorities to consider, keeping in view the object of IBC, 2016
E	Permission to restructure the paid up capital of the corporate debtor by extinguishing the existing paid-up capital and substituting it with investment made by the applicant in such manner as considered appropriate without any corporate action in compliance with Companies Act & allied SEBI Regulations & BSE Listing compliances .	Granted subject to compliance of SEBI Regulations.
F	The Department of Registration and Stamps, Government of Tamilnadu, and other State	Any prior dues/liabilities of Corporate



	<p>level Governments/ Department, Bombay Stock Exchange, National Stock Exchange, SEBI and the Ministry of Corporate Affairs are requested to exempt the Resolution Applicant and the Corporate Debtor from any tax obligation & dues prior to the NCLT Approval date under various taxing statutes, including but not limited to Sections 28, 50B, 50C, 50CA, 56 and 115JB under the Income-tax Act as well as the Central Goods and Services Tax Act, 2017 (as amended from time to time) and the provisions of the Indian Stamp Act, 1899 (as amended from time to time) and other laws relating to the payment of stamp duty applicable in any state.</p>	<p>Debtor stands extinguished in terms of judgment of the Hon'ble Supreme Court in <i>Ghanashyam Mishra and Sons v. Edelweiss Asset Reconstruction Company Limited.</i> (Civil Appeal No .8129 of 2019)</p>
G	<p>The Corporate Debtor and the new management of the corporate debtor shall be allowed to restructure the balance sheet and shall not be liable to pay any tax under the Income Tax Act, Goods and Services Tax (GST), or any other taxes of state and central governments that may arise on account of the Restating of Balance Sheet due to the implementation of this plan. The tax exemption shall apply to any tax liability directly arising from the Restating of the Balance Sheet, provided such adjustments are made in accordance with the terms and conditions specified in the approved resolution plan. The Resolution Applicant shall not be held liable for any claims, penalties, interest, or liabilities arising from tax authorities and any board or authority related to the Restating of Balance Sheet, including any willful non-compliance or</p>	<p>Granted to the extent that of prior dues and liabilities of Corporate Debtor.</p> <p>Any dues/liabilities arising after the approval date is for the appropriate authorities to consider.</p>



	misrepresentation made by the Corporate Debtor before the effective date.	
H	The Resolution Plan envisages an amount for creditors for their admitted claims for full and final settlement of their claims. Any claims by any person (whether admitted or not, due or contingent, asserted or unasserted, crystallised or uncrystallized, known or unknown, secured or unsecured, disputed or undisputed, present or future) against the Corporate Debtor accruing due to the commencement or pendency of insolvency proceedings against the Corporate Debtor, whether arising under the terms of subsisting consents, licenses, approvals, rights, entitlements, benefits and privileges whether under law, contract, lease or license, granted in favour of the Corporate Debtor or any contractual arrangements entered into by the Corporate Debtor, shall, notwithstanding any provision to the contrary in their terms, shall stand extinguished without any recourse.	Granted.
I	The Resolution Applicant pleads Adjudicating Authority to consider its plea for relief from any hardship due to any claims (whether contingent or crystallised, known or unknown) of Central /State & Local Governmental Authorities including Tax authorities like Income Tax, Customs , GST & Electricity & Sewerage boards in relation to all Taxes & dues which the Corporate Debtor is in default, all deductions and all withholding Taxes on any payment, as required under Applicable Law and pertaining to the period before Insolvency Commencement Date and for which no claim has been admitted.	Granted.



J	The Resolution Applicant pleads Adjudicating Authority to entitle the Corporate Debtor to carry forward the unabsorbed depreciation and accumulated losses, if any and to utilize such amounts to set off future tax obligations.	Not granted by this Tribunal, however, this is for the appropriate authorities to consider, keeping in view the object of IBC, 2016
K	The Resolution Applicant pleads Adjudicating Authority to consider its plea for relief from all new inquiries, investigations, whether civil or criminal, notices, suits, claims, disputes, litigation, arbitration or other judicial, regulatory or administrative proceedings in relation to any period before the acquisition of control by the Resolution Applicant over the Corporate Debtor.	This is for the appropriate authorities to consider, keeping in view of Section 32A, object of IBC, and the judgment of the Hon'ble Supreme Court in <i>Ghanashyam Mishra and Sons v. Edelweiss Asset Reconstruction Company Limited.</i> (Civil Appeal No.8129 of 2019)
L	The Resolution Applicant pleads The Adjudicating Authority to direct that any restriction or temporary suspension in trading imposed by BSE/ NSE, including any circuit limit or the directions of the BSE/NSE, vide its circular dated April 22, 2019 (Ref No.: NSE/FAOP/40801) in relation to suspension of trading in Futures & Options Contracts of the Corporate Debtor shall be lifted and there shall be no restriction on the trading in Futures & Options Contracts of the Corporate	This is for the appropriate authorities to consider, keeping in view the object of IBC, 2016.



	Debtor.	
M	The Resolution Applicant pleads Adjudicating Authority to consider its plea for relief from all the dues including taxes/cess/interest / penalty and other liabilities outstanding towards GST/Income Tax/ROC/BSE/EPF or any other statutory authority existing as on NCLT Approval date, shall stand extinguished. No liability shall arise on the Resolution Applicant for the period prior to NCLT Approval date.	Granted

35. The SRA has made payment of Performance Guarantee of Rs. 1,06,00,000 by Bank Guarantee. The copy of the Bank Guarantee is annexed as Annexure A22 along with the Application. For the additional amount of **Rs.2,05,00,000** as per the addendum to the Resolution Plan, the Applicant filed a memo dated 22.11.2025 and clarified that, additional performance bank guarantee dated 04.08.2025 for an amount of Rs.20,05,000/- has been deposited by the SRA. Copy of the performance bank guarantee for Rs.20,05,000/- is annexed along with the memo dated 22.11.2025.

36. It was observed that, the performance bank guarantee is valid only till 26.01.2026. The applicant filed a memo dated 22.11.2025 and provided that, the validity of the performance bank guarantee will be extended in accordance with the plan implementation timeline.

37. This Tribunal directs that the Monitoring Committee shall be constituted in terms of Regulation 38(4) of the CIRP Regulations, 2016.



Further, the Resolution Professional shall also be compensated as per of Regulation Proviso to 38(4)(b) of the CIRP Regulations, 2016. Regulation 38(4) is extracted hereunder,

"38. Mandatory contents of the resolution plan.

*[(4) (a) The committee shall consider setting up a monitoring committee for monitoring and supervising the implementation of the resolution plan.
(b) The monitoring committee may consist of the resolution professional or any other insolvency professional, or any other person, including representatives of the committee and representatives of resolution applicant(s), as its members:
Provided that where the resolution professional is proposed to be part of the monitoring committee, the monthly fee payable to him shall not exceed the monthly fee received by him during the corporate insolvency resolution process.
(c) The monitoring committee shall submit quarterly reports to the Adjudicating Authority regarding the status of implementation of resolution plan.]"*

38. The SRA is directed to pay the incidental expenses of the Monitoring Committee.

39. The Monitoring Committee shall submit quarterly reports regarding the status of implementation of Resolution Plan to this Tribunal in terms of Regulation 38(4)(c) of the CIRP Regulations, 2016.

40. 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.



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

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

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

44. The Resolution Plan value is Rs.12,69,00,000/- (Rupees Twelve Crore Sixty Nine Lakhs).

45. Accordingly, **IA(IBC)(PLAN)/4/CHE/2025** stands **disposed of**.

46. The Registry is directed to send e-mail copies of the order forthwith to all the parties and their Counsels for information and for taking necessary steps.

IA(IBC)/1140(CHE)/2024

47. Heard the counsel for the Applicant and perused the documents on record.

48. It is seen that, the Applicant had filed an Application under Section 45 of the IBC against Guruswamy Ramamurthy (suspended director of the CD/Successful Resolution Applicant). The Resolution Plan has been submitted by Guruswamy Ramamurthy.



49. The Applicant in revised Form H dated 29.07.2025 stated that, the Application under Section 45 of IBC, 2016 filed against the SRA would become infructuous as the property has been vested with CD.

50. The CoC in the 25th CoC meeting has approved the addendum to the Resolution Plan submitted by Guruswamy Ramamurthy. The relevant clauses of the addendum is extracted below:

Withdrawal of Legal Proceedings by Financial Creditors: -(Ref :Clause 20.7.h Pg.No: 63 of Revised Resolution Plan):

Ali civil and criminal proceedings initiated by any of the Financial Creditors against the Corporate Debtor and/or its erstwhile management shall be unconditionally withdrawn on the date of approval of this Resolution Plan by the Adjudicating Authority.

51. Thus in terms of the addendum to the Resolution Plan which provides that in the event the Resolution Plan is approved, the IA(IBC)/1140/2024 filed against the suspended director of the CD would become infructuous and the fact that IA(PLAN)/4(CHE)/2025 has been approved by this Tribunal, the **IA(IBC)/1140/2024 is dismissed.**

-Sd-

-Sd-

VENKATARAMAN SUBRAMANIAM
MEMBER (TECHNICAL)

SANJIV JAIN
MEMBER (JUDICIAL)