

NATIONAL COMPANY LAW APPELLATE TRIBUNAL
PRINCIPAL BENCH, NEW DELHI

I.A. No. 2481 & 2480 of 2026 in
Company Appeal (AT) (Ins) No. 2330 & 2331 of 2024

IN THE MATTER OF:

**Pragiti Construction,
Through Proprietor Renu Verma**

...Appellant

Versus

**Committee of Creditor
Represented by Mahavir Medicare & Anr.**

...Respondents

Present:

**For Appellant : Mr. Milan Singh Negi, Mr. Nikhil Kumar Jha, Mr.
Utkarsh, Advocates for erstwhile RP/Applicant.**

For Respondents :

O R D E R
(Hybrid Mode)

INDEVAR PANDEY, MEMBER (T)

The present Interlocutory Applications bearing nos. 2480 & 2481 of 2026 have been filed by **Mr. Rajeev Ranjan Singh, the erstwhile Resolution Professional of Rancom Healthcare Pvt. Ltd.**, seeking expungement of certain observations and strictures recorded against him in paragraph 99 of the judgment dated 06.02.2026 passed by this Appellate Tribunal in **Company Appeal (AT) (Ins.) Nos. 2330 and 2331 of 2024, titled *Pragiti Construction through its Proprietor Smt. Renu Verma v. Committee of Creditors of Rancom Healthcare Pvt. Ltd., represented through Mahavir Medicare & Anr.*** The aforesaid appeals arose from the

orders dated 12.11.2024 passed by the Adjudicating Authority whereby the Resolution Plan submitted by **Mahavir Medicare**, the sole Operational Creditor and sole member of the Committee of Creditors of the Corporate Debtor, was approved, while the competing Resolution Plan submitted by **Pragiti Construction** was not accepted. By judgment dated 06.02.2026, this Appellate Tribunal set aside the approval of the Resolution Plan and directed initiation of liquidation proceedings against the Corporate Debtor, while also making certain adverse observations against the applicant in relation to the conduct of the CIRP. Aggrieved solely by the said observations and not by the substantive findings rendered in the appeals, the applicant preferred **Civil Appeal Nos. 3060-3061 of 2026** before the Hon'ble Supreme Court. The Hon'ble Supreme Court, by order dated 13.03.2026, declined to interfere with the judgment but granted liberty to the applicant to approach this Tribunal with a prayer for expunging the remarks made against him. Pursuant to the said liberty, the present application has been filed under Rule 11 of the NCLAT Rules, 2016 seeking deletion of the observations contained in paragraph 99 of the judgment dated 06.02.2026. Relevant portion of Order of Hon'ble Supreme Court has been extracted below:

IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NOS. 3060-3061/2026

RAJEEV RANJAN SINGH
RESOLUTION PROFESSIONAL

APPELLANT(S)

Certified to be true copy
Assistant Registrar (Judl.)

VERSUS

18.2.2026
Supreme Court of India

PRAGITI CONSTRUCTIONS & ANR.

RESPONDENT(S)

26038912

O R D E R

1. We heard Mr.K. Parameshwar, the learned senior counsel appearing for the appellant.
2. The appellant before us, in his capacity as the erstwhile Resolution Professional of the corporate debtor, is aggrieved by some observations and remarks passed against him by the National Company Law Appellate Tribunal, Principal Bench, New Delhi (for short, "the NCLAT").
3. We do not want to interfere in the matter.
4. It shall be open for the appellants to go back to the NCLAT with prayer to expunge the remarks.
5. In view of the aforesaid, the appeals are disposed of.

Signature valid
Date: 18.2.2026
By: Registrar (Judl.)
18.2.2026
Registrar

1

Brief Facts of the case are as follows:

2. The facts relevant for deciding this appeal are as given below:

- (i) The Corporate Insolvency Resolution Process of Rancom Healthcare Pvt. Ltd. commenced pursuant to an order dated 21.12.2023 passed

by the Adjudicating Authority on an application filed by Mahavir Medicare under Section 9 of the IBC, and Mr. Rajeew Ranjan Singh was appointed as the Interim Resolution Professional.

(ii) Pursuant to the public announcement, no claim was received from any creditor except Mahavir Medicare. Consequently, in the absence of any Financial Creditor, the applicant constituted the Committee of Creditors under Section 21 of the IBC read with Regulation 16 of the CIRP Regulations, with Mahavir Medicare being the sole CoC member having an admitted operational debt of Rs.14,62,35,160/-.

(iii) During CIRP, Mahavir Medicare and Pragiti Construction were found eligible to submit Resolution Plans. Ultimately, the Resolution Plan submitted by Mahavir Medicare came to be approved by the sole-member CoC in its 5th meeting held on 07.06.2024. Thereafter, Pragiti Construction submitted its Resolution Plan on 13.06.2024, which was not considered by the CoC and the same was communicated to it on 16.06.2024.

(iv) Aggrieved by non-consideration of its Resolution Plan, Pragiti Construction filed IA No. 358 of 2024 before the Adjudicating Authority. Simultaneously, the applicant filed IA No. 401 of 2024 seeking approval of the Resolution Plan submitted by Mahavir Medicare.

(v) The Adjudicating Authority, by order dated 10.09.2024, directed the CoC to freshly consider the Resolution Plan submitted by Pragiti

Construction and take an appropriate decision. However, the already approved Resolution Plan of Mahavir Medicare was not remitted back to the CoC for reconsideration and continued to remain pending before the Adjudicating Authority. By that stage, the CIRP period had already expired on 18.06.2024.

(vi) In compliance with the aforesaid order, the applicant convened the 6th CoC Meeting on 18.09.2024. During the meeting, the applicant informed the CoC that the Resolution Plan submitted by Pragiti Construction offered a higher value than the plan submitted by Mahavir Medicare and that consideration of such plan could result in a competitive process. Despite the said observations, the sole CoC member rejected the Resolution Plan of Pragiti Construction.

(vii) Thereafter, both IA No. 358 of 2024 and IA No. 401 of 2024 were decided by the Adjudicating Authority through orders dated 12.11.2024. While IA No. 358 of 2024 was dismissed on the ground of commercial wisdom of the CoC, IA No. 401 of 2024 was allowed and the Resolution Plan submitted by Mahavir Medicare was approved under Section 31 of the IBC.

(viii) Challenging both orders, Pragiti Construction filed Company Appeal (AT) (Ins.) Nos. 2330 and 2331 of 2024 before this Appellate Tribunal. By judgment dated 06.02.2026, this Tribunal held that the sole Operational Creditor, being also the Resolution Applicant, could not have approved its own Resolution Plan in view of Section 30(5) of

the IBC. Accordingly, the approval of the Resolution Plan was set aside, liquidation of the Corporate Debtor was directed, and certain adverse observations were made against the applicant in paragraph 99 of the judgment.

(ix) Aggrieved only by the aforesaid observations and strictures, the applicant preferred Civil Appeal Nos. 3060-3061 of 2026 before the Hon'ble Supreme Court. The Hon'ble Supreme Court, by order dated 13.03.2026, granted liberty to the applicant to approach this Tribunal seeking expungement of the remarks made against him. Pursuant thereto, the present application has been filed.

Submissions of the Appellant

3. The Appellant has framed two issues regarding the grounds for expungement of remarks and strictures passed in the judgment dated 06.02.2026 of this appellate Tribunal, which are given below:-

- (i) Whether a Resolution Applicant who is also an Operational Creditor of the Corporate Debtor and the sole member of the Committee of Creditors holding 100% voting rights can approve its own Resolution Plan?
- (ii) Whether such a Committee of Creditors consisting of only one member, who is also a Resolution Applicant and directly interested in the outcome of the resolution process, can fairly, objectively and Independently assess the feasibility and viability

of competing Resolution Plans submitted by other Resolution Applicants?

Issue No.1

4. Ld. Counsel for the Appellant submits that while deciding the appeals vide judgment dated 06.02.2026, this Hon'ble Tribunal considered Issue No.1 in paragraphs 80 and 81 of the judgment and recorded its conclusion in paragraph 82. This Hon'ble Tribunal held that since the Successful Resolution Applicant, namely Mahaveer Medicare, was an Operational Creditor and not a Financial Creditor, it could not have exercised voting rights on its own Resolution Plan. Relying upon Section 30(5) of the Insolvency and Bankruptcy Code, 2016, this Hon'ble Tribunal concluded that the approval of the Resolution Plan by such sole CoC member was impermissible and accordingly answered the issue in the negative.

5. Counsel for the Appellant respectfully submits that the aforesaid conclusion has resulted in adverse observations against the Appellant/Erstwhile Resolution Professional despite the fact that the Appellant had acted strictly in accordance with the statutory framework governing situations where a Corporate Debtor has no Financial Creditors.

6. It is submitted that Regulation 16(4) of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 specifically provides for situations where the Committee of Creditors consists solely of Operational Creditors. The said Regulation expressly stipulates that where the Committee comprises only Operational Creditors, such Operational Creditors shall enjoy the same

rights, powers, duties and obligations as are available to a Committee of Creditors consisting of Financial Creditors. The legislative intent behind Regulation 16(4) is to ensure that insolvency proceedings are not rendered unworkable merely because no Financial Creditor exists in the Corporate Debtor.

7. He further submits that the above Regulation derives statutory support from Section 21 of the Insolvency and Bankruptcy Code, 2016. In particular, the proviso to Section 21(8) contemplates a situation where a Corporate Debtor does not have any Financial Creditor. In such circumstances, the Committee of Creditors is required to be constituted in the manner prescribed and such persons are empowered to discharge the functions ordinarily performed by a Committee of Creditors. Therefore, the Code itself recognises that insolvency resolution may proceed even in the absence of Financial Creditors and empowers Operational Creditors to perform the role of the Committee of Creditors through the mechanism prescribed under the Regulations.

8. Ld. Counsel submits that a conjoint reading of the proviso to Section 21(8) of the Code and Regulation 16 of the CIRP Regulations leaves no room for doubt that in the present case the Appellant had no option but to constitute the Committee of Creditors with Mahaveer Medicare, which was the sole creditor and the only stakeholder who had filed a claim in the Corporate Insolvency Resolution Process. The Appellant, being the Resolution Professional, was statutorily obligated to constitute such Committee in accordance with law.

9. It is further submitted that once the Committee of Creditors stood constituted solely with an Operational Creditor in terms of the statutory framework, the Appellant was equally bound to extend to such Operational Creditor all rights and powers which a Financial Creditor would ordinarily exercise as a member of the Committee of Creditors. Consequently, permitting the sole CoC member to participate in the consideration and approval of the Resolution Plan was not a discretionary act of the Appellant, but rather a consequence flowing from the statutory scheme itself. Had the Appellant denied such voting rights, it would have effectively rendered the entire CIRP unworkable and contrary to the legislative framework governing insolvency proceedings involving Corporate Debtors having no Financial Creditors.

10. Ld. Counsel therefore submits that the act of the Appellant in permitting the sole CoC member, who was an Operational Creditor and also a Resolution Applicant, to exercise voting rights on the Resolution Plan was undertaken bona fide and in faithful compliance with the statutory provisions governing such exceptional circumstances. The Appellant neither acted in disregard of law nor sought to confer any undue advantage upon any stakeholder. The course adopted by the Appellant was based upon a reasonable interpretation of Regulation 16(4) read with Section 21(8) of the Code.

11. Accordingly, Ld. Counsel submits that the observations and strictures passed against the Appellant in relation to the voting by the sole Operational Creditor ought not to be attributed to any misconduct,

negligence or deliberate violation on the part of the Appellant. The remarks made in this regard therefore deserve to be expunged.

Issue No. 2

12. *Whether such a Committee of Creditors consisting of only one member, who is also a Resolution Applicant and directly interested in the outcome of the resolution process, can fairly, objectively and independently assess the feasibility and viability of competing Resolution Plans submitted by other Resolution Applicants?*

13. Ld. Counsel submits that this Appellate Tribunal considered Issue No.2 in paragraphs 85 to 92 of the judgment and recorded its conclusions in paragraphs 97 and 98. This Appellate Tribunal observed that the Resolution Professional failed to invite Pragiti Construction, the unsuccessful Prospective Resolution Applicant, to the meeting of the Committee of Creditors as contemplated under Section 30(5) of the Code. It was further observed that no Evaluation Matrix had been prepared and that the process adopted by the Committee of Creditors was contrary to the principle that no person should be a judge in his own cause. Based on these findings, this Hon'ble Tribunal concluded that the rejection of the Resolution Plan submitted by Pragiti Construction was vitiated by material irregularity.

14. Ld. Counsel respectfully submits that the aforesaid observations do not consider the peculiar and unprecedented factual circumstances prevailing at the relevant time and the bona fide efforts undertaken by the

Appellant to ensure strict compliance with the provisions of the Code and the CIRP Regulations.

15. He submits that pursuant to the order dated 10.09.2024 passed by the Learned Adjudicating Authority in IA No.358 of 2024, whereby the Committee of Creditors was directed to consider the Resolution Plan submitted by Pragiti Construction and take an independent decision, the Appellant immediately proceeded to convene the 6th meeting of the Committee of Creditors. Accordingly, on 16.09.2024, notice of the 6th CoC meeting was issued. Agenda Item No.5 specifically stated that the purpose of the meeting was “to discuss and decide the next course of action as per order of Hon’ble NCLT in IA 358/2024 vide order dated 10th September 2024.”

16. Ld. Counsel submits that the wording of the agenda was consciously framed in that manner because by that stage the statutory period of Corporate Insolvency Resolution Process had already expired on 18.06.2024. The Appellant was therefore confronted with a serious legal dilemma. Any direct placement of the Resolution Plan submitted by Pragiti Construction for voting after expiry of the CIRP period could potentially violate Regulation 18(2) of the CIRP Regulations as well as the settled legal position that a Resolution Plan must be considered and approved within the timelines prescribed under Section 12 of the Insolvency and Bankruptcy Code, 2016.

17. It is submitted that the objective behind Agenda Item No.5 was therefore not to avoid consideration of the Resolution Plan submitted by

Pragiti Construction, but rather to determine the legally permissible course by which the directions of the Ld. Adjudicating Authority could be implemented without violating the mandatory provisions of the Code and the Regulations. The Appellant intended that the Committee of Creditors should first deliberate upon the procedural steps required, including the possibility of seeking extension or appropriate directions from the Learned Adjudicating Authority, before proceeding to consider the Resolution Plan itself.

18. Ld. Counsel submits that despite the aforesaid intent of the Appellant, the sole member of the Committee of Creditors independently took up the issue of the Resolution Plan submitted by Pragiti Construction under Agenda Item No.4 relating to the overview of the CIRP and proceeded to reject the Resolution Plan. The rejection was not a consequence of any instruction or direction issued by the Appellant. On the contrary, the Appellant actively endeavoured to persuade the sole CoC member to consider the Resolution Plan submitted by Pragiti Construction, particularly because such consideration could potentially lead to value maximisation and would be beneficial for the insolvency resolution process.

19. It is further submitted that the allegation regarding non-preparation of an Evaluation Matrix must also be appreciated in the factual context of the case. The Resolution Plan submitted by Pragiti Construction was not formally taken on record during the original CIRP process because it had been submitted long after expiry of the extended timeline granted for submission of Resolution Plans. It was only pursuant to the order dated

10.09.2024 passed by the Ld. Adjudicating Authority that the possibility of considering the said Resolution Plan arose. Consequently, the Evaluation Matrix would necessarily have been prepared and placed before the Committee of Creditors at the stage when the Resolution Plan was formally considered in accordance with law and after addressing the legal issues arising from expiry of the CIRP period.

20. Ld. Counsel submits that the circumstances confronting the Appellant were entirely unique and unprecedented. The Appellant was dealing with a situation where there was only one Operational Creditor constituting the entire Committee of Creditors, where such Operational Creditor was itself a Resolution Applicant, where the CIRP period had already expired, and where subsequent judicial directions required consideration of a Resolution Plan that had been submitted after expiry of the prescribed timelines. The Appellant had never previously encountered such a situation and was required to navigate competing statutory obligations under the Code and Regulations.

21. It is submitted that if, in attempting to reconcile these competing legal requirements, certain procedural compliances were not implemented in the precise manner subsequently considered appropriate by this Hon'ble Tribunal, the same cannot be construed as deliberate misconduct, mala fide conduct or dereliction of duty on the part of the Appellant. At all stages, the Appellant acted bona fide and sought to ensure compliance with the statutory framework governing the insolvency process.

22. Ld. Counsel therefore submits that the non-invitation of Pragiti Construction to the 6th CoC meeting and the non-placement of an Evaluation Matrix cannot be viewed in isolation. The notice issued for the 6th CoC meeting did not contemplate consideration of the Resolution Plan itself. The agenda was confined to deliberation on the future course of action in light of the order passed by the Learned Adjudicating Authority and the expiry of the CIRP timeline. The subsequent rejection of the Resolution Plan occurred because the sole CoC member independently chose to take up the matter under another agenda item and reject the Resolution Plan despite the Appellant's efforts to secure its consideration.

23. It is further submitted that the remarks contained in paragraph 99 of the judgment dated 06.02.2026 are substantially founded upon two allegations, namely: (i) permitting the sole Operational Creditor to vote on its own Resolution Plan; and (ii) failure to invite Pragiti Construction to the meeting in which its Resolution Plan came to be rejected.

24. Insofar as the first allegation is concerned, the Appellant has already demonstrated that the grant of voting rights to the sole Operational Creditor was based upon Regulation 16(4) of the CIRP Regulations read with the proviso to Section 21(8) of the Code and was undertaken in discharge of the Appellant's statutory duties.

25. Insofar as the second allegation is concerned, the notice convening the 6th CoC meeting clearly demonstrates that there was no agenda item for consideration of the Resolution Plan submitted by Pragiti Construction. The meeting was convened to discuss the next lawful course of action in

view of the peculiar factual and legal circumstances prevailing at that stage. Notwithstanding this position, the sole CoC member proceeded to reject the Resolution Plan under a different agenda item despite the Appellant's efforts to persuade the Committee to consider the proposal in the interest of value maximisation.

26. Ld. Counsel further submits that after pronouncement of the judgment dated 06.02.2026, the Appellant acted promptly and responsibly by filing IA No.234 of 2026 before the Ld. Adjudicating Authority. Through the said application, the Appellant placed on record the judgment of this Hon'ble Tribunal and sought implementation of the directions contained therein. Acting upon the judgment dated 06.02.2026, the Learned Adjudicating Authority, vide order dated 10.04.2026, initiated liquidation proceedings against the Corporate Debtor and appointed a Liquidator. The Appellant thus demonstrated complete respect for and compliance with the judicial directions issued by this Appellate Tribunal.

27. In these circumstances, Ld. Counsel submits that the observations and strictures contained in paragraph 99 of the judgment dated 06.02.2026 do not accurately reflect the bona fide conduct of the Appellant and are liable to cause serious and lasting prejudice to the professional reputation of the Appellant. The actions of the Appellant were undertaken in good faith, in discharge of statutory duties, and in an unprecedented factual scenario involving significant legal complexities.

28. Therefore, it is most respectfully prayed that this Appellate Tribunal may be pleased to expunge the remarks and strictures contained in

paragraph 99 of the judgment dated 06.02.2026 and grant such further reliefs as may be deemed fit and proper in the facts and circumstances of the case.

ANALYSIS AND FINDINGS

29. We have gone through the documents on record and have heard Ld. Counsel at length. The Applicant has sought expungement of the remarks made against him in paragraph 99 of the judgment dated 06.02.2026, which is reproduced below:

“99. The Resolution Professional plays a pivotal role in proceedings under the Code. It is expected that RP would conduct the CIRP proceedings in accordance with the provisions of the Code including the Rules and Regulations thereunder. It was the duty of RP to highlight the provisions of Section 30 (5) to the notice of Operational Creditor and the Adjudicating Authority. Had it been done on time, this proceeding would not have wasted so much of time and resources of NCLT and this Appellate Tribunal. A RP is supposed to be well versed in the relevant legal provisions of the Code. His failure to take note of Section 30(5) of the Code is viewed seriously. The matter is brought to the notice of IBBI for appropriate action against the RP. IBBI is further directed to take note of peculiar legal situation of the present case and initiate necessary amendments to the Insolvency and Bankruptcy Code.

30. At the outset, it is necessary to clarify that the scope of the present Interlocutory Application is extremely limited. The Applicant does not seek review of the Judgment dated 06.02.2026 on merits, nor does he seek reconsideration of the findings recorded by this Tribunal while deciding Company Appeal (AT) (Ins.) Nos. 2330 and 2331 of 2024. The findings recorded therein on the legality of the Corporate Insolvency Resolution

Process, the approval of the Resolution Plan, and the role of the Committee of Creditors have attained finality and are not the subject matter of the present proceedings. The Applicant has confined the present application only to the adverse observations and consequential directions recorded against him in paragraph 99 of the said Judgment, pursuant to the liberty granted by the Hon'ble Supreme Court.

31. The Applicant has submitted that he discharged his duties as the Resolution Professional bona fide and in accordance with his understanding of the provisions of the Insolvency and Bankruptcy Code, 2016 and the CIRP Regulations. According to him, the present case arose out of a highly unusual factual situation where there were no Financial Creditors and the Committee of Creditors consisted of only one Operational Creditor, who also happened to be the sole Resolution Applicant whose Resolution Plan ultimately came to be approved. It has been contended that neither the Code nor the CIRP Regulations expressly deal with such a situation and there was no judicial precedent directly governing the issue at the relevant time. The Applicant has further submitted that he constituted the Committee of Creditors in accordance with Regulation 16 of the CIRP Regulations read with Section 21(8) of the Code and acted throughout under a bona fide understanding of the statutory framework. It has also been pointed out that during the 6th meeting of the Committee of Creditors, the Applicant himself informed the Committee that the Resolution Plan submitted by M/s Pragati Constructions offered a substantially higher value than the Resolution Plan submitted by the Successful Resolution Applicant and further suggested that consideration

of the competing Resolution Plans could result in healthy competition and value maximisation. According to the Applicant, he derived no personal benefit from the process and had no intention to circumvent the provisions of the Code. The Applicant has also tendered an unconditional apology for any omission on his part and has prayed that the personal remarks and consequential directions issued against him be expunged.

32. We have carefully considered the rival submissions and perused the material placed on record.

33. The Resolution Professional occupies a position of trust under the Insolvency and Bankruptcy Code. He is expected to function as an independent professional and to ensure that the Corporate Insolvency Resolution Process is conducted in a fair, transparent and lawful manner. The Resolution Professional is not expected to merely act upon the decisions of the Committee of Creditors but is also required to ensure that the process conforms to the provisions of the Code and the Regulations framed thereunder. Where any circumstance arises which has the potential to affect the fairness or legality of the process, it is the duty of the Resolution Professional to place the same before the Adjudicating Authority so that appropriate directions may be obtained.

34. The findings recorded by this Tribunal in the Judgment dated 06.02.2026 were rendered in the context of the peculiar facts of the present case. The Tribunal found that the approval of the Resolution Plan suffered from material irregularity arising out of the composition of the Committee of Creditors and the manner in which the Resolution Plan came to be

approved. Those findings have attained finality and are not liable to be reopened in the present proceedings. Consequently, the observations regarding the statutory obligations expected from a Resolution Professional and the importance of ensuring compliance with the provisions of the Code do not call for any interference.

35. We find substance in the explanation given by the Applicant for his actions in the CIRP proceedings. The error on his part appears to have arisen, because of the peculiar statutory scheme governing the present case and not because of any intentional attempt to violate the provisions of the Code. Regulation 16 of the CIRP Regulations provides that where there are no Financial Creditors, the Committee of Creditors shall consist of Operational Creditors and that such Committee and its members shall have the same rights, powers, duties and obligations as a Committee comprising Financial Creditors. In the present case, the sole Operational Creditor constituted the Committee of Creditors with 100% voting rights in accordance with Regulation 16. Subsequently, the same Operational Creditor also submitted a Resolution Plan and became a Resolution Applicant.

36. The Applicant appears to have proceeded on the understanding that since Regulation 16(4) gave the sole Operational Creditor the same rights and powers as a Financial Creditor, it could also exercise voting rights, while considering its own Resolution Plan. However, the proviso to Section 30(5) of the Code specifically provides that a Resolution Applicant cannot vote on its own Resolution Plan, unless it is also a Financial Creditor. Thus,

while the Committee of Creditors was validly constituted under Regulation 16, and the Committee comprising of only operational creditors had all the powers of financial creditors, the voting by the sole Operational Creditor on its own Resolution Plan was hit by the statutory bar under Section 30(5).

37. The Applicant has also pointed out that during the 6th meeting of the Committee of Creditors, he himself brought to the notice of the Committee the higher value offered under the competing Resolution Plan and suggested that consideration of the same could result in a healthier competitive process. The record does not disclose that the Applicant acted for any personal gain or with any deliberate intention to circumvent the provisions of the Code.

38. Therefore, considering the peculiar facts of the present case and the interplay between Regulation 16 and Section 30(5), we are of the view that the Applicant's omission appears to have resulted from an incorrect understanding of the statutory provisions, rather than any deliberate or mala fide conduct on his part.

39. In the facts of the present case, while we find no reason to interfere with the findings recorded in the Judgment dated 06.02.2026 regarding the statutory duties expected of a Resolution Professional and the procedural irregularities noticed in the Corporate Insolvency Resolution Process. At the same time, we are of the view that the material subsequently brought to our notice shows that the Applicant may not have acted with any mala fide intention, dishonest motive or for any personal benefit. The explanation furnished by the Applicant, coupled with the peculiar factual and legal

circumstances in which the present Corporate Insolvency Resolution Process was conducted, persuades us to hold that the ends of justice would be adequately served by maintaining the findings on the legal issues decided in the Judgment, while expunging the personal strictures and the consequential direction issued against the Applicant.

40. Accordingly, the present Interlocutory Application is allowed. The personal observations and consequential directions contained in paragraph 99 of the Judgment against the Applicant/erstwhile Resolution Professional are hereby expunged.

[Justice N. Seshasayee]
Member (Judicial)

[Arun Baroka]
Member (Technical)

[Indevar Pandey]
Member (Technical)

Place: New Delhi

Dated: 06.07.2026

Harleen
Pragya (LRA)