

NATIONAL COMPANY LAW APPELLATE TRIBUNAL
PRINCIPAL BENCH: NEW DELHI

Company Appeal (AT) (Insolvency) No. 321 of 2025

**[Arising out of the Order dated 11.11.2024, passed by the
'Adjudicating Authority' (National Company Law Tribunal,
Indore Bench in IA/393(MP)/2024 in C.P. (IB) No. 56(MP)/2021]**

IN THE MATTER OF:

DR. ANUPAM JAIN

S/o Shri Sheel Chandra Jain
Behind PK School, Ward No. 16, Urrahat,
Rewa – 486 001 (M.P.)

...Appellant

Versus

1. CS Chhaya Gupta

IRP of JSM Devcons India Pvt. Ltd.
911, Apollo Premier, Near Vijay Nagar Sq.,
Indore – 452 010 (M.P.)

...Respondent No.1

2. M/s. Devvrat Developers Pvt Ltd.

(SRA of JSM Devcons India Pvt Ltd)
101, 1st Floor, Dol Bin Shir,
Janmbhumi Marg, Fort, Mumbai City,
Mumbai – 400 001 (MH)

...Respondent No.2

Present:

For Appellant : Mr. Akshay Srivastava, Mr. Vivek Kumar and Ms.
Raveena Paniker, Advocates

For Respondent : Mr. Keshav Khandelwal, Advocate for SRA.

J U D G M E N T
(Hybrid Mode)

[Per: Arun Baroka, Member (Technical)]

The present Appeal has been filed by the Appellant being aggrieved by the Impugned Order dated 11.11.2024 passed by the Hon'ble National Company Law Tribunal, Indore Bench in IA/393(MP)/2024 in C.P. (IB) No. 56(MP)/2021. By the said order, the Adjudicating Authority dismissed the Appellant's application seeking his recognition as Financial Creditor, filed

under Rule 11 of the NCLT Rules, 2016, in a manner alleged to be contrary to the principles of natural justice and settled legal procedure.

Brief Facts

2. The dispute arises out of the Appellant's claim over a residential unit (Flat No. 1501, Tower P-2) booked by his mother in 2009, which was claimed to be later on transferred to the Appellant with the consent of the Corporate Debtor through an NOC, Allotment Letter, Possession Letter, and a duly registered Agreement to Sell dated 14.12.2016. The Appellant claims to be in peaceful possession of the unit since 2016 and had paid a substantial part of the consideration amount.

3. Subsequently, Corporate Insolvency Resolution Process (CIRP) was initiated against the Corporate Debtor on 17.03.2022, and the Appellant filed his claim under Form CA with the Interim Resolution Professional (IRP), asserting his rights over the unit and willingness to pay the balance amount. The Appellant was admitted as a creditor with 0% voting rights and participated in CoC proceedings. A resolution plan submitted by Respondent No. 2- Devvrat Developers Pvt Ltd was approved by the CoC and the NCLT. However, after approval of the plan, Respondent No. 2 sought to evict the Appellant, despite his prior possession and documentary entitlements. The Appellant filed applications before the NCLT seeking restoration of possession and appropriate directions against Respondent No. 2, especially after Respondent No. 2 allegedly took illegal possession of the unit by breaking the lock, in violation of NCLT's notice orders.

4. The NCLT, however, dismissed the Appellant's applications, holding that he had not fully disclosed material facts in his claim form and opining that the relief sought was outside the purview of the Tribunal and may be considered for settlement by Respondent No. 2 at their discretion. Aggrieved by this dismissal, the Appellant has preferred the present Appeal, contending that the NCLT's order is erroneous, arbitrary, and passed in violation of the principles of natural justice, as the Appellant was a bona fide allottee in possession of the unit and entitled to relief under Rule 11 of the NCLT Rules, 2016.

Submissions of the Appellant

5. Appellant claims that her mother Smt. Anjali Jain had booked a Flat No. 1501 in Tower P-2 sometime in 2009. Smt. Anjali Jain in 2009 (17.09.2009) requested the Corporate Debtor (CD) to transfer the booked flat in the name of her son. CD issued a NOC and also allotment letter and possession letter in the name of Smt. Anjali Jain. On 14.12.2016 an Agreement to Sell was executed between the CD and the Appellant. This agreement was duly registered. This agreement provided that Appellant has paid an amount of ₹ 14.05 Lakhs along with a maintenance of 5 years. This agreement also provided that once the construction is complete, the CD will register the respective unit and a sale deed in this regard will be executed.

6. The CD was admitted into CIRP on 17.03.2022 under Section 7 of the IBC on the basis of the Application of **Financial Creditor namely, Motel Rahans Pvt. Ltd.** The Appellant filed his claim in Form 'CA' as per Regulation 8(A) of IRP for Corporate Persons, 2016. On 12.04.2022 in this claim he did

not mention the amount of his claim but stated that since he is in possession of the unit for past 6 years and only the registry of the unit is to be executed in favour of the Appellant. Therefore, this unit should be registered in his name. The Appellant claims that RP had admitted the claim of the Appellant and made him a member of the CoC with 0% voting percentage. The Appellant was also involved in all the proceedings of the CoC.

7. During the course of the CIRP, R2 – M/s. Devvrat Developers Pvt Ltd. has submitted a resolution plan wherein the name of the Appellant was reflected. This was approved on 05.08.2023 by the CoC and on 05.04.2024 by the Adjudicating Authority. Later on R2 – SRA with the help of police-initiated eviction against the Appellant. Appellant claims that he had made a payment of ₹ 22,19,983/- and submitted that Appellant is ready to pay the balance consideration to R2 as per the terms of letter of allotment and agreement to sale after the execution of registered sale deed in its favour. However, the Respondent did not pay any heed to the request of the Appellant.

8. Respondent No. 2 affixed a notice outside the unit to prosecute the trespassers and therefore he was constrained to approach Adjudicating Authority vide I.A. No. 393(MP)/2024 under Rule 11 of the NCLT Rules, 2016. Later another I.A. No. 424(MP)/2024 under Rule 11 was moved to handover the possession of the unit to the Applicant as it was the Appellant who was dispossessed during the pendency of the proceedings under I.A. No. 393(MP)/2024. Adjudicating Authority dismissed both I.A. No. 393(MP)/2024 and 424(MP)/2024 on the ground that Appellant has not presented himself honestly while giving details to the RP in Form 'CA'. Before the RP he claimed

that he had already paid the entire amount and only sale deed was to be registered and his claim by the virtue of operation of law and the relief sought cannot be given and the matter can be considered for settlement, if any, by R2 within his own discretion.

9. Adjudicating Authority erred in dismissing the IA/393(MP)/2024 in C.P. (IB) No. 56(MP)/2021 despite the claim being admitted by the Respondent No.1-RP.

10. This was in contravention to interpretation laid by this Hon'ble Appellate Tribunal in the case of **"Dipco Private Limited vs Jayesh Sanghrajaka (Company Appeal (AT) (Insolvency) No. 37 of 2020)"** and also directly in contravention of **"Umesh Kumar vs Narendra Kumar Sharma, Insolvency Resolution Professional of Indirapuram Habitat Centre Pvt. Ltd. (Company Appeal (AT) (Insolvency) No. 100 of 2024)"**.

11. Adjudicating Authority erred in dismissing the IA/393(MP)/2024 stating that the claim submitted by the Appellant is extinguished by the virtue of operation of law. Adjudicating Authority has failed to consider the facts and circumstances of the case, wherein the Respondent No. 1 and Respondent No.2 had acted in collusion to evict the Appellant from the Unit.

12. Adjudicating Authority also overlooked that the Appellant was part of all the Committee of Creditors upon receiving the notice of each meeting. The Resolution Plan shared by the Respondent No.2 contained a list of creditors in 'Exhibit 1.8 @ Pg 25' of Resolution Plan where the name of the Appellant was reflected, which clearly establishes that the Respondent No. 2 was well

aware that the Appellant was a creditor. Adjudicating Authority failed to consider that the Resolution Plan in its 'Exhibit 3.4', provided the proposal for payment of Financial Creditor which stated that *"Since all the home buyers (other than the ones who could be respondents in any of the PUFÉ applications i.e. any applications filed under section 43, 45, 49, 50 and 66 of the Code) would be provided with their respective units as has been allotted to them without any inflation or escalation of costs towards the purchased consideration."*

13. Adjudicating Authority also erred in dismissing the IA/393(MP)/2024 in C.P. (IB) No. 56(MP)/2021 by stating that the Respondent No.2 may consider the settlement within their discretion.

Submissions of the Respondent -2-SRA

14. The Applicant has in a manner misrepresented his case before the Adjudicating Authority as well as this Appellate Tribunal as if he had made any disbursements. The case of Appellant is marred by inconsistent averments and claims, contradicting itself. It is a settled position of law that one who does not come with clean hands is not entitled to any relief. The case of the Appellant is hit by the same principal and hence he does not deserve any relief.

15. No proof of Disbursement: The Appellant, a Doctor, has failed, avoided and neglected to furnish evidence of, as claimed by the Appellant to have reflected in the books of the Company.

16. The Erstwhile Management of the Corporate Debtor has been absconding since many years prior to commencement of insolvency

proceedings. It is well within public domain that numerous FIRs as well as Criminal Cases are pending against the Erstwhile Management. Even the last Balance Sheet of the Corporate Debtor being of many years prior to the CIRP, was also obtained through public domain since the erstwhile Management has been absconding from a time period much prior to the CIRP. The Corporate Debtor was dragged into insolvency on the main reason of fraudulent transactions and agreements undertaken by the erstwhile management by being hand-in-glove with certain sets of people and defrauding the genuine home-buyers by abandoning the project. The modus of the erstwhile management included creating bogus agreements, making double-allotments of the same flat units, etc. During such times, there have been many cases where several persons have unauthorizedly taken over possession of some of the flats in the abandoned project, where no-one had objected. It is possibly at this juncture the Appellant would have without any authority taken over the possession which in reality was never offered to him. Post approval of the plan, the new management of the SRA had sought specific orders from the NCLT dated 13.06.2024 to seek assistance from the Police to take over the possession of the flats which had been occupied by unauthorized persons, upon, the Committee as formed by the Police Commissioner, has extended its support in handing over possession of such flat units to the SRA.

17. The case of the Appellant does not inspire confidence. The possibility of collusion of the Appellant with the erstwhile absconding management is ex-facie visible from the following notable reasons:

- a. No disbursement allegedly made by Appellant could be traced out in the bank statement of the company, nor has

the Appellant provided any proof, upon whom the burden of proof lies to establish his disbursement to the Company against the claimed allotment. The same has neither been provided for in the Application before the NCLT, nor has the same been provided for even today, therefore there was no debt on the Company. The Appellant has not even given Cheque numbers, in fact in the 4 cheques, allegedly amounting to ₹ 12 Lakhs in total, the Appellant has not even been in a position to provide the date of such cheques.

- b. The 'No Objection Certificate' addressed to Mrs. Anjali Jain, as annexed in Appeal Paper Book at page 74 is undated, casting serious doubt over the genuineness of the document. This is important because Appellants' own case is that he had to pay ₹ 38,44,800/- (basic price only other charges were extra), whereas he thereafter claims to have made payment of ₹14,00,000/- only for basic price and claims to have paid ₹ 7,69,983/- in cash for other charges during the DEMONETISATION PERIOD which happened on the evening of 08.11.2016. It is submitted that during that period between 09.11.2016 till for 31.12.2016, no person had enough cash of that amount as claimed. Therefore, the very timing and legal position belies the claim of cash payment of ₹ 7,69,983/- allegedly made on 18.11.2016.
- c. The Possession Letter dated 18th November, 2016, as annexed as Annexure A-3 (Pg. 75) also cannot be relied upon since firstly it wrongly states that complete payment has been received by the Company, and secondly that the possession is delivered to Mrs. Anjali Jain. This letter is contrary to the registered sale agreement dated 14.12.2016, which record that the agreement is without

possession (Pg. 104). If the Appellant is to be believed, then the same becomes the case of stamp duty evasion. It is the legal position that the registered document is superior than unregistered document and contents of registered documents cannot be negated by unregistered doubtful documents, this is reinforced by the timing of demonetization of old currency notes.

- d. Even the Cheque details as mentioned therein as given towards consideration (Pg. 126) have been mentioned for name-sake and never actually paid. Hence, the question as to the possession was actually handed over to the Appellant by the Company is answered in the negative from the perusal of the documents as relied upon by the Appellant itself.
- e. A perusal of the Claim Form CA as submitted to the RP claims full payment and that only the registration was sought from the RP (Pg. 146), which is contrary to the Appellants' own assertion of today of payment of ₹14,50,000/- only as against total claimed agreed consideration of ₹ 38,44,800/-, wherein even the market value of the property was also mentioned at ₹ 55,83,000/- (Pg. 100). All such statements read with the record, in itself are self-contradictory and clearly reflective of the collusive acts of the Appellant with the erstwhile management, and being used to misrepresent now.

18. Possession is always offered upon complete payment and registration (and as has been the practice in case of the present project qua other genuine registered homebuyers). It is completely implausible and not even logical to state that someone got possession without making the full payment. It is in

self-contradiction to the stand of the Appellant itself since if the possession was already handed over, then there was hardly any occasion for the Appellant to go for a registered agreement for sale “without possession basis” at a later stage.

19. Disbursement of money is a primary requirement for any person to be accepted as Financial Creditor u/s 5(8)(f) of the Code. The Appellant has undoubtedly failed to establish proof of any payment made to the Corporate Debtor. Therefore, there was no admissible claim, and possession, if any, was absolutely on account of illegal occupation of the flat owned by the Corporate Debtor.

20. The List of Claimants, as uploaded on 10 occasions by the RP, and as still available on the IBBI Portal, clearly reflects that the claim of the Appellant was not accepted. A 0% amount and 0% CoC vote against the name of the Appellant is reflective of the same. The Appellant, who is seemingly speculative, has clearly attempted to have taken a chance to claim a flat unit from the assets of the Company. The interpretation given by the Appellant to the 0% reflecting against his name in the List of Claimants as Home-Buyers was being portrayed as if he was a member of the CoC, however the same clearly reflects that the claim was not accepted by the RP and is reflected in the total comprehensive list of claimants during the CIRP, out of which any amount and percentage apart from 0 is reflected against names of only the ones whose claims are accepted. In fact, the admitted amount and voting % was shown as NIL, in itself indicates that the claim was received but not admitted.

21. The Appellant, who is a Doctor, being undisputedly vigilant of the ongoing CIRP, and taking note of the fact that he was not a member of the CoC, nor his claim were accepted by the RP, has clearly attempted to take a chance as he did not even once come before the Court during the CIRP if the RP had reflected a NIL Claim admitted qua him. The repeated queries as raised by the RP through email were also not answered to the satisfaction, which is evident from the record (Pg. 692).

22. It is only through Application bearing IA No. 393 of 2024, dated 28th August, 2024 (filed on 04.09.2024), that the Applicant who was in illegal possession of the flat and was asked to vacate the flat occupied by him, moved an application before the NCLT. Notably, the Resolution Plan as approved by the CoC in August 2023, was approved by the NCLT vide order dated 05th April, 2024. The strict statutory time-line to challenge the plan as approved by the NCLT, stood expired within the time-frame of 30 days (plus 15 days of condonable period), hence the plan treating all the claimants stood final as on the date of submission of the Resolution Plan by the SRA. Hence, the same cannot be challenged indirectly today in form of the present lis.

23. SRA is bound by the sacrosanct list of admitted claimants, and cannot be burdened with such undecided claims, as the same would amount to hydra-head popping of claims post approval of the Resolution Plan. (Reference is made to the cases of the Hon'ble Supreme Court in the cases of CoC of Essar Steel vs. Satish Gupta; RPS Infrastructure Ltd. vs. Mukul Kumar).

24. As per the records, the Appellant was not part of the CoC Meetings since his claim was not admitted, and would have received the copy of minutes of

all CoC Meetings from someone who would have been part of the CoC. The Appellant has also somehow managed to obtain a copy of the Confidential First Resolution Plan (Pre-Negotiation) dated 19.05.2023 as annexed in the Appeal Memo to aver as if he was a part of the CoC. However, the Final Updated Resolution Plan, post negotiations, is dated 01.08.2023, which seemingly the Appellant could not fetch. In any case, both these documents, are confidential and the Appellant must be put to scrutiny of strict proof as to how has he obtained the same. Notably, the minutes of the CoC Meetings as well as the Confidential First Resolution Plan (Pre-Negotiation) dated 19.05.2023 were not placed on record by the Appellant at the NCLT, nor any averment in connection thereto was also averred therein.

25. The Appellant did not file a proper claim during the CIRP, and hence the Respondent has averred that the same also accords to the same treatment as if no claim has been filed and the same is mere a hydra-head popping of claims post approval of plan by the CoC.

26. The Appellant has attempted to enhance his case at the Appellate Stage, which is impermissible in law. The Appellant had filed a claim before the RP; however, the supporting documents were not in order and the RP repeatedly requested him to submit supporting documents, which were not legible. Accordingly, the claim was not admitted. It is the lapse on the part of Applicant himself and the inconsistency/ irrelevancy of documents which led to non-admission of his claim, and the Appellant cannot at this belated stage come and seek protection after having failed to submit supporting documents consistent with his averments made in the claim form and in the Appeal. Even

today no proofs are available on record to establish any disbursements made. The alleged documents relied by Appellant are all in the name of Mrs. Anjali Jain and the Appeal has been filed by the Appellant/son, therefore the application is not maintainable for want of locus. The Appellant is claiming payment of ₹ 14,50,000/- made by Cheques, however there is no proof submitted for the same, and the copies of the Passbook of the 2 pages as annexed only are illegible and it is not possible to ascertain the veracity of the claim. There is no material otherwise to substantiate the payment of cheques and even in the IA before NCLT, even the cheque date and numbers are not mentioned. It is impossible to believe that a person claiming to have made such payment of ₹ 14.50 lakhs, did not even keep bank records for such corresponding payments. In any case, the burden of substantiating claim is on the claimant and RP is only required to collate the claim, and if the burden of proof or submission of adequate documents was not discharged, the claim was bound to be rejected. The same could also not be traced in the books of the Company even otherwise.

27. The Judgement relied upon by the Appellant in the pleadings, but not referred during the course of hearing, are not relevant to the present case, as the same have no bearing in the present facts of the matter.

28. The case of the Appellant does not inspire confidence and deserves to be dismissed for such reasons. The Appellant who has clearly not come to the court with clean hands is not entitled to any relief for the reasons as stated above and is a fit case to be dismissed with exemplary costs for wasting precious judicial time as clearly, he has been taking a chance and has been

enhancing/ improving his version in order to somehow gain unlawfully by a fluke of chance to take over the rightful asset of the Company.

29. In the case of **Kuldip Gandotra Vs Union of India, reported in 136 (2007) DLT 44 (DB) the Hon'ble Delhi High Court**, has held that a person who approaches the court with unclean hands, then even the relief otherwise entitled should not be given to such a person:

“...the petitioner/non-applicant would be let off lightly and will send a wrong signal to litigants that they can conceal material and true facts and then get away with relief even after the fraud is revealed. This will result in miscarriage of justice. Much harsher and stricter order is required in such matters. Confidence of the court is betrayed. A writ court is a court of equity and exercise of jurisdiction is discretionary. Parties must approach the Court with clean hands by disclosing true and relevant facts. A party concealing facts to obtain relief, which he does not deserve cannot be let off. Accordingly, we feel that this is a fit case in which while recalling our Order dated 7th October, 2005, we should entirely withdraw the relief which otherwise the petitioner/non-applicant would be entitled to...”

Appraisal

30. Heard counsels of both sides and also perused material on record. We note that the present Appeal has been filed by the Appellant being aggrieved by the Impugned Order dated **11.11.2024** passed by the Hon'ble National Company Law Tribunal, Indore Bench in **IA/393(MP)/2024 in C.P. (IB) No. 56(MP)/2021**, whereby the Adjudicating Authority dismissed the Appellant's application seeking recognition of his claim as a Financial Creditor and consequential reliefs.

31. The Appellant assails the impugned order primarily on the ground that his claim had been duly admitted by the Resolution Professional and that the Adjudicating Authority exceeded its jurisdiction in dismissing the same, despite the existence of documentary evidence reflecting his status as a homebuyer and creditor. The Respondents, on the other hand, have refuted the claims, alleging that the Appellant failed to furnish any proof of disbursement, had colluded with the erstwhile management, and that the documents relied upon were fabricated or contradictory.

32. The Appellant submits that the **Adjudicating Authority erred** in dismissing his claim despite the Respondent No.1 (Resolution Professional) having admitted it. It is contended that the NCLT exceeded its jurisdiction under the Insolvency & Bankruptcy Code in ignoring the binding interpretation laid down by this Hon'ble Appellate Tribunal in:

- i. **¹Dipco Private Limited vs. Jayesh Sanghrajka**, *Company Appeal (AT) (Ins.) No. 37 of 2020*, where this Tribunal held that once a claim is verified by the Resolution Professional, the Adjudicating Authority cannot sit in appeal over such administrative decisions unless tainted by arbitrariness.
- ii. **²Umesh Kumar vs. Narendra Kumar Sharma**, *Company Appeal (AT) (Ins.) No. 100 of 2024*, where this Tribunal held that genuine homebuyers cannot be denied their rightful status merely due to clerical lapses or technical irregularities.

33. The Appellant further argues that the Resolution Plan, as submitted by the Successful Resolution Applicant (SRA), itself recognized the Appellant as a creditor in *Exhibit 1.8*, and that *Exhibit 3.4* of the Plan guaranteed

possession to all homebuyers other than those subject to PUFÉ proceedings. It was submitted that the Adjudicating Authority's finding that the Appellant's claim stood "extinguished by operation of law" is contrary to settled principles of natural justice and the IBC framework, which mandate equitable treatment of similarly placed creditors.

34. The Respondents have strongly opposed the Appeal, contending that the Appellant's case is marred by inconsistencies, contradictions, and lack of any documentary proof of disbursement. It is claimed that **no disbursement** by the Appellant could be traced in the company's bank records or books of account, nor did the Appellant furnish cheque numbers, dates, or verifiable evidence of payment. The Respondents assert that the documents relied upon by the Appellant — such as the "Possession Letter" and "No Objection Certificate" — are undated, contradictory to the registered sale deed, and implausible given that the alleged cash payment of ₹7,69,983/- purportedly occurred during the **demonetisation period (November 2016)** when such transactions were legally restricted. It was further pointed out that the registered Sale Agreement dated 14.12.2016 itself states it was executed **"without possession"**, directly contradicting the possession letter claimed by the Appellant. The Respondents also referred to multiple FIRs and criminal cases pending against the erstwhile management of the Corporate Debtor, alleging that the Appellant's possession was unauthorized and possibly in collusion with such management. It was contended that the Appellant's name being shown in the list of claimants with "0% claim admitted" does not amount to admission, but rather indicates that the Resolution Professional

had **rejected** the claim after due verification. Respondents place their relies on:

- ³**Committee of Creditors of Essar Steel India Ltd. vs. Satish Kumar Gupta** [(2020) 8 SCC 531], where the Hon'ble Supreme Court held that the commercial wisdom of the CoC is paramount and cannot be interfered with by judicial authorities except on limited grounds.
- ⁴**RPS Infrastructure Ltd. vs. Mukul Kumar & Ors.** [(2023) 8 SCC 1], reiterating that all claims must be crystallized during the CIRP period and that no "hydra-headed claims" can be entertained post approval of a Resolution Plan.
- ⁵**Kuldip Gandotra vs. Union of India**, 136 (2007) DLT 44 (DB), where the Hon'ble Delhi High Court held that a litigant approaching the court with unclean hands and concealment of material facts is disentitled to any equitable relief.

35. The Respondents thus submit that the Adjudicating Authority has rightly dismissed the Application and the present Appeal deserves to be rejected with costs.

36. We find that total consideration for the flat was ₹ 38 lakhs. The Appellant claims to have paid about ₹14.5 lakhs. He claims that it has been paid by cheques, the details of the cheques are noted by the Adjudicating Authority also at page 66 and they are also noted at page 126 in the Appeal Paper Book. In both these places, we do not find clear details of the date of issue of the cheques. Even though the Appellant claims that these were issued

in 2016 on a pointed query as to what is the evidence of disbursement, the Appellant could not show us the details of the bank from which the amount has been cleared in favour of the CD. Appellant claims that the passbook is not clear as these are very old transactions and he has not able to get clear copies of the passbooks. We thus find that he has not been able to show the details of disbursement to the CD. Appellant claims that he was part of the CoC and his name was there in the resolution plan, even though it shows zero amount but his claim was never rejected. Appellant also claims that he would have paid the balance amount after execution of the sale deed.

37. Respondent – SRA, who has taken over the litigation, contends that the claim form does not show any disbursement. The claim forms were uploaded on the website of IBBI about 10 times and every time his claim was shown to be zero. The only basis of the claim of the Appellant is his agreement to sell. The Appellant cannot be considered an uneducated person as she is a doctor.

Issues before us:

38. The following issues arise for determination before this Tribunal:

- Whether the Appellant has established any valid and verifiable financial disbursement so as to qualify as a Financial Creditor under Section 5(8)(f) of the IBC.
- Whether the Adjudicating Authority erred in dismissing the claim in IA/393(MP)/2024.
- Whether the Appellant's claim can be entertained post-approval of the Resolution Plan.

Our Findings

39. With respect to proof of disbursement and status as a Financial Creditor we find that the Appellant's claim hinges on alleged payments of ₹14,50,000/- by cheque and ₹7,69,983/- in cash. However, no documentary

proof of cheque clearance, bank statement, or receipt has been filed. We note that the burden of proof lies upon the claimant to establish financial disbursement (**⁶Swiss Ribbons Pvt. Ltd. v. Union of India, (2019) 4 SCC 17**). The Resolution Professional's duty is only to collate claims, not to adjudicate them beyond the documentary record.

40. The registered Agreement for Sale dated 14.12.2016 records that the property was sold "without possession," directly contradicting the possession letter dated 18.11.2016. Such inconsistencies, coupled with the alleged cash transaction during demonetisation, cast serious doubt on the authenticity of the documents. In light of these contradictions, we find that the Appellant has **failed to discharge the burden of proving any disbursement** as defined under Section 5(8)(f) of the Code.

With respect to allegations of collusion and not coming with clean hands we note that the Respondent's assertion regarding collusion with the absconding management finds support in the factual matrix. The Appellant's unexplained possession of a flat in an abandoned project, coupled with absence of consideration paid, lends credence to the finding of unauthorized occupation.

41. In **⁵Kuldip Gandotra (supra)**, the Hon'ble Delhi High Court held that a person who misleads the Court or conceals facts is not entitled to equitable relief. This principle squarely applies here, as the Appellant's contradictory statements erode credibility.

42. On the issue of the finality of the resolution plan we note that the Resolution Plan was approved by the NCLT on **05.04.2024**, and the statutory time period for challenge under Section 61(2) of the IBC expired long before the present application was filed on 04.09.2024. We also note that from the materials placed on record that the Appellant's name being shown in the list of claimants with "0% claim admitted" does not amount to admission, but rather indicates that the Resolution Professional had **rejected** the claim after due verification. In ³**Essar Steel (supra)** and ⁴**RPS Infrastructure (supra)**, the Hon'ble Supreme Court held that claims not admitted prior to approval of the Resolution Plan cannot be reopened subsequently, as it would disturb the finality of the resolution process and the commercial wisdom of the CoC.

43. The judgements of this Tribunal in ¹**Dipco (supra)** and ²**Umesh Kumar(supra)** do not support the cause of the appellant as the facts in the present case are distinguishable and clearly allow us to come to a conclusion that there is no claim and even if it is so, it is filed belatedly without documentary proof and without evidence. Therefore, the Appellant's attempt to revive his claim post-approval of the plan is legally untenable and contrary to settled jurisprudence.

Conclusion

44. Having considered the pleadings, submissions, and evidence on record, we are satisfied that:

- The Appellant has failed to prove any valid financial disbursement;
- The claim was rightly rejected by the Resolution Professional;

- The Resolution Plan having attained finality, no fresh or belated claims can now be entertained; and
- The Appellant has approached this Tribunal with inconsistent and misleading assertions.

45. Accordingly, we find **no error or illegality** in the Impugned Order dated 11.11.2024 passed by the Adjudicating Authority.

ORDER

46. The Appeal is **dismissed** being devoid of merit. No order as to costs. The Impugned Order dated 11.11.2024 passed by the Adjudicating Authority (NCLT, Indore Bench) in IA/393(MP)/2024 in C.P. (IB) No. 56(MP)/2021 is hereby **affirmed**.

[Justice Mohammad Faiz Alam Khan]
Member (Judicial)

[Arun Baroka]
Member (Technical)

New Delhi.
October 10, 2025.

Pawan

¹ **Dipco Private Limited vs. Jayesh Sanghrajka**, *Company Appeal (AT) (Insolvency) No. 37 of 2020*, where this Tribunal held that once a claim is verified by the Resolution Professional, the Adjudicating Authority cannot sit in appeal over such administrative decisions unless tainted by arbitrariness.

² **Umesh Kumar vs. Narendra Kumar Sharma**, *Company Appeal (AT) (Insolvency) No. 100 of 2024*, where this Tribunal held that genuine homebuyers cannot be denied their rightful status merely due to clerical lapses or technical irregularities.

³ **Committee of Creditors of Essar Steel India Ltd. vs. Satish Kumar Gupta** [(2020) 8 SCC 531], where the Hon'ble Supreme Court held that the commercial wisdom of the CoC is paramount and cannot be interfered with by judicial authorities except on limited grounds.

⁴ **RPS Infrastructure Ltd. vs. Mukul Kumar & Ors.** [(2023) 8 SCC 1], reiterating that all claims must be crystallized during the CIRP period and that no "hydra-headed claims" can be entertained post approval of a Resolution Plan.

⁵ **Kuldip Gandotra vs. Union of India**, 136 (2007) DLT 44 (DB), where the Hon'ble Delhi High Court held that a litigant approaching the court with unclean hands and concealment of material facts is disentitled to any equitable relief.

⁶ **Swiss Ribbons Pvt. Ltd. v. Union of India**, (2019) 4 SCC 17: burden of proof lies upon the claimant to establish financial disbursement