

S.No.1

**IN THE NATIONAL COMPANY LAW TRIBUNAL
HYDERABAD BENCH – 1**
ATTENDANCE CUM ORDER SHEET OF THE HEARING HELD ON
13-12-2023 AT 10:30 AM

IA (IBC) 1830/2023 in CP(IB) No. 67/7/HDB/2023
u/s.7 of IBC, 2016

IN THE MATTER OF:

ASREC (India) Limited

...Financial Creditor

VS

Balaji Stake Rice Industries Limited

...Corporate Debtor

C O R A M:-

DR. VENKATA RAMAKRISHNA BADARINATH NANDULA, HON'BLE MEMBER (JUDICIAL)
SH. CHARAN SINGH, HON'BLE MEMBER (TECHNICAL)

O R D E R

IA(IBC) 1830/2023

Orders pronounced. In the result, **this application is allowed**, subject to the terms mentioned therein.

Sd/-

MEMBER (T)

Sd/-

MEMBER (J)

**NATIONAL COMPANY LAW TRIBUNAL
HYDERABAD BENCH-1**

**IA No. 1830 of 2023
IN
COMPANY PETITION IB No. 67/7/HDB/2023**

APPLICATION FILED U/S 30(6) AND U/S 31 OF I&B CODE, 2016 R/W REG 39(4) OF THE IBBI (INSOLVENCY RESOLUTION PROCESS FOR CORPORATE PERSONS) REGULATIONS, 2016 R/W RULE 11 OF THE NCLT RULES, 2016.

IN THE MATTER OF

ASREC (India) Limited

versus

**M/S BALAJI STAKE RICE INDUSTRIES LTD
(COMPANY UNDER CIRP)**

Filed By

Ganesh Venkata Siva Rama Krishna Remani
RP of M/s Balaji Stake Rice Industries Ltd
Reg No. IBBI/IPA-001/IP-P01386/2018-20/12176
Ph# 9967500010; email: cirp.balajistakerice@gmail.com

... Applicant/RP

Date of Order: 13.12.2023

Coram:

Dr. N. Venkata Ramakrishna Badarinath, Hon'ble Member Judicial
Shri Charan Singh, Hon'ble Member Technical

Appearance:

For Applicant: Shri M. Rama Rao, Advocate

**PER: BENCH
ORDER**

1. The present Application is filed by Ganesh Venkata Siva Rama Krishna Remani, (“Applicant”), the Resolution Professional of M/s M/s Balaji Stake Rice Industries Ltd (“Corporate Debtor”), under Sections 30(6) and 31(1) of the Insolvency and Bankruptcy Code, 2016 (“Code”) read with Regulation 39(4) of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 (“CIRP Regulations”), seeking the approval of the resolution plan of **Mr Kuchadi Sajeeth Kumar** (“Successful Resolution Applicant”).
 - 2.1 To put precisely, this Tribunal on 22.05.2022 admitted Petition under section 7 of the IBC, 2016 which was filed by the Financial Creditor i.e., M/s ASREC (India) Limited against the Corporate Debtor i.e., Balaji Stake Rice Industries Ltd. and appointed Shri Ganesh Venkata Siva Rama Krishna Remani, with IBBI Regn. No. IBBI/IPA-001/IP-P01386/2018-20/12176 as the Interim

Resolution Professional who was subsequently on 21.06.2022 in the 1st CoC meeting, was confirmed as Resolution Professional.

2.2 Pursuant to the above order, the Applicant herein made public announcement on 26.05.2023 in Financial Express (English) and Mana Telangana (Telugu) newspapers inviting claims from creditors. The Resolution Professional after collating and verifying the claims constituted Committee of Creditors (CoC) comprising of sole Financial Creditor i.e. ASREC (India) Ltd.

2.3 On the basis of the claims received, verified and collated, IRP constituted the Committee of Creditors (**COC**) as under: **Rs. in lacs**

SNo	Name of the Financial Creditor	Claim Admitted	Voting Share %
1	ASREC (India) Ltd	1786.27	100%

2.4 Complying Regulation 27 of the IBBI (CIRP Regulations), 2016, the IRP/RP appointed IBBI registered valuers who submitted the Fair Value and Liquidation value of the property as follows:

Rs. in lakhs				
SNo	Type of Asset	Valuer's Name	Fair Value	Liquidation Value
1A		Arun Rajanala	420.67	252.40

1B	Plant and Machinery	V L N Murthy	417.00	250.00
		Average Values	418.83	251.20
2A	Land and Building	D Brahmaiah	63.00	41.00
2B		Ramesh Kumar P	60.00	42.00
		Average Values	61.50	41.50
	Total Fair & Liquidation Values		480.33	292.70

- 2.5 The IRP conducted a total of 7 meetings with the members of the COC. A synopsis of those minutes, along with the chronology of activities during the CIRP, is annexed and marked as **Annexure A03**.
- 2.6 As per the decision taken in the 3rd COC meeting held on 19.07.2023, the Resolution Professional made a public announcement on 21.07.2023 inviting Expression of Interest (**EOI**) in Form G, from prospective Resolution Applicants. The final list of PRAs was released by the RP on 23.08.2023.
- 2.7 Pursuant to above notification, the RP received Resolution Plans from 3 eligible PRAs along with the affidavit on their eligibility to submit the Resolution Plan.

- a. Mr. Rajashekhar jointly with Rahul Bhaiya
- b. Mr. Pulluri Narender Rao & Takkalapelly Sampath Rao (AOP)
- c. Mr. Kuchadi Sajeeth Kumar (Individual)

2.8 In the 6th COC meeting on 12.10.2023, the RP informed the PRAs that the COC intends to conduct the challenge mechanism as per Regulation 39(1A) of the CIRP Regulations.

2.9 At the 7th COC meeting, after due negotiations and deliberation the COC, with 100% voting, resolved and approved the Resolution Plan with addendum submitted by Mr. Kuchadi Sajeeth Kumar.

(Resolution Plan along with the addendum given by SRA is annexed and marked as Annexure A06)

2.10 Pursuant thereto, on 03.11.2023, the RP issued the Letter of Intent (LOI) to the SRA, and on 09.11.2023, the SRA transferred Rs.27,23,910/- into the CD's Bank Account and furnished the Performance Bank Guarantee (PBG) of Rs.39,23,910/- as per the terms outlined in the RFRP

3 CONTOUR OF THE RESOLUTION PLAN APPROVED BY THE COC:

(a) The Successful Resolution Applicant (SRA), Mr Kuchadi Sajeeth Kumar, is a Mechanical Engineer well-versed in the construction of

rice mill sheds and go downs. His father has been cultivating paddy for almost 30 years and has extensive knowledge about rice mills and allied activities. Mr. Kumar is confident that his experienced team will be able to successfully revive the CD.

- (b) The CoC comprised of sole financial creditor i.e. ASREC (India) Ltd with 100% voting share who voted in favour of the Resolution Plan.
- (c) **FINANCIAL PROPOSALS:** The amount provided to the stakeholders of the Corporate Applicant is tabulated below: -

Amount in Lakhs

S. No	Category of Stakeholder	Sub-Category of Stakeholder	Amount claimed	Amount Admitted	Amount provided under the Resolution plan	Amount provided to the amount admitted %
1	Secured Financial Creditors	(a) Creditors not having a right to vote under sub-section (2) of section 21 (Asrec (India) Limited)	1786.27	1786.27	365.00	20.43%
		(b) Other than (a) above:				
		(i) who did not vote in favour of the resolution Plan	0	0	0	0%
		(ii) who voted in favour of the resolution plan	0	0	0	0%
		Total[(a) + (b)]	1786.27	1786.27	365.00	20.43%
2		(a) Creditors not having a right to vote	0	0	0	0%

		under sub-section (2) of section 21				
	Unsecured Financial Creditors	(b) Other than (a) above:				
		(i) who did not vote in favour of the resolution Plan	0	0	0	0%
		(ii) who voted in favour of the resolution plan	0	0	0	0%
		Total[(a) + (b)]	0	0	0	0%
3	Operational Creditors	(a) Related Party of Corporate Debtor	0	0	0	0%
		(b) Other than (a) above:				
		(i)Government Dues (Employee Provident Fund Organization Regional Office Warangal)	2.39	2.39	2.39	100%
		(ii)Workmen (iii)Employees	0 0	0 0	0 0	0% 0%
4	Other Debts and Dues		0	0	0	0%
	Grand Total		1788.66	1788.66	367.39	20.54%

(d) Term of Resolution Plan:

The term of the plan is 60 days, and the payment of full and final amount of the total consideration of Rs.3,92,39,092/- is as under:

Amount - Rs. in lakhs

S #	Category of Creditor	Claims Admitted		Amount Offered	%	Paid in
a	CIRP Costs			Estd as Rs. 25L. If more, such additional Cost shall be paid by SRA and if less, the balance shall be distributed to FC	100.00%	Within 30days

b	Secured FC	1	1786.27	365.00	20.43%	Within 60days
e	OCs (Govt)	1	2.39	2.39	100.00%	Within 30days
	Total			392.39		

(e) MONITORING COMMITTEE

The Monitoring Committee shall comprise of a representative of the Financial Creditor, a representative of the Resolution Applicant and the Resolution Professional to monitor the implementation of the resolution plan till payment of final payment as per the resolution plan. On approval of the Resolution Plan, the powers of the suspended Board of Directors of the Corporate Debtor shall get extinguished and the Resolution Applicant shall reconstitute the Board of Directors.

(f) Compliance of mandatory contents of Resolution Plan under the Code and Regulations.

The Applicant has conducted a thorough compliance check of the Resolution Plan in terms of the Code as well as Regulations 38 & 39 of the Insolvency and Bankruptcy Board of India (Corporate Insolvency Resolution Process) Regulations, 2016 along with Form 'H' prescribed under Regulation 39(4) of Insolvency and

Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 and has appended a tabular summary of Applicant's determination of compliance of the Resolution Plan with various provisions and regulations under the Code and CIRP Regulations. The fair value and Liquidation value as submitted in Form-H is Rs. 4,80,33,415/- and Rs.2,92,70,049/- respectively.

(g) **Reliefs, concessions and Waivers from Litigations sought:**

It is submitted that are 2 litigations pending with regards to few of the assets owned by the CD. This has been explained in the Information Memorandum provided to all the eligible PRAs. The SRA has sought waivers for any amount recoverable /demand towards all these litigations pending before MPID Court and Supreme Court Committee on approval of plan by AA and any other pending cases in other courts/ quasi-judicial bodies filed by financial creditors/ operational creditors shall be withdrawn upon sanction of the plan.

Properties Attached by Economic Offence Wing:

There are two land parcels in the name of the corporate debtor M/s
Balaji Stake Rice Industries Limited namely:

- (i) Survey no. 332/A, Hasanparthy Village, Warangal District. &
- (ii) Survey no. 321/B, Hasanparthy Village, Warangal District.

The RP had received an email dated 12.07.2023 from Economic Offence Wing that they have attached the above land parcels which according to them belongs to M/s. MSR Foods Processing (Proprietorship of Late Mr. Sampath Rao, Promoter Director of CD) and the same is submitted in the Charge sheet No.4 in Annexure - I vide CP No.17455/18, dated 27/12/2018 in Spl.Case No.1/2014@06/14@10/14 (EOW CR No.89 of 2013) before Hon'ble Sessions Judge, MPID Court, Sessions Court, Mumbai. RP filed a miscellaneous application on 28.08.2023 before MPID Court for the release of the said properties as those properties belong to the Corporate Debtor. This matter is listed for hearing on 22.11.2023

Properties Attached by the order of Supreme Court Committee:

Vide Order dated 03.03.2023, Supreme Court Committee in the

matter of National Spot Exchange Ltd (Decree Holder) vs MSR Food Processing & Others (Judgment Debtors/ Garnishee) upon the request of the Applicant/ Decree Holder for the attachment of the properties of Late Mr. Sampath Rao, listed in para 11 of the order, restrained the legal heirs of Late Mr. Sampath Rao from transferring, alienating, encumbering or parting with possession with the immovable properties listed in the table in Para 11 of the said order.

It is further stated that incidentally, one of the properties listed in Table in para 11 is the land under Survey No. 332. However, within survey no. 332, there is a land parcel under survey no. 332/A which belongs to the CD and not to Late Mr. Sampath Rao. RP filed a clarificatory application on 29.08.2023 before Supreme Court Committee for issue of clarification to the extent that the said property Sy. No. 332/A belongs to the CE. This matter is listed for hearing on 12.01.2024

- 4 In the above backdrop we heard Shri M. Rama Rao, Learned Counsel for the Resolution Professional. He submits that the Resolution Plan meets the requirement of Section 30 (2) of the Code, as under: -

- 4.1 **Compliance of Section 30 (2) (a):** The resolution Plan provides for payment of Rs. 25,00,000/- towards CIRP costs which shall be paid at actuals and in priority in terms of Section 30(1)(a) of the Code and that the actual CIRP cost as on 10.11.2023 is about Rs.21.50 lakhs. **(Breakup of CIRP Costs as on 15.11.2023 is annexed and marked as Annexure A12). (Clauses 8.2 and Clause 12)**
- 4.2 **Compliance of Section 30 (2) (b):** The Resolution Plan provides for payment of Rs. 2,39,092/- towards full and final settlement amount towards the claim of Operational Creditor (Clauses 2 & 3 under financial proposal). **(Clauses 8.5 and 12).**
- 5 The Resolution Plan is in compliance of Regulation 38 of the Regulations in the following manner:
- (a) Compliance of Regulation 38(1)(a) of the CIRP Regulations 2016:** The Plan provides for payment to Operational Creditors to be paid in priority to other creditors and the CIRP Cost will be paid in priority to all other creditors. **(Clause 9)**
- (b) Compliance of Regulation 38 (1A):** Declaration by the Resolution Applicant that the Resolution Plan has

considered the interest of all the stakeholders of the Corporate Applicant, keeping in view the objectives of the Code. **(Clauses 8 & 9)**

(c) Compliance of Regulation 38 (1) (B): Declaration by the Resolution Applicant that neither the Resolution Applicant nor any of its related party has either failed or contributed to the failure of the implementation of any other approved Resolution Plan. **(Clause 9).**

6 It may be pertinent herein to state that one of the Unsuccessful Resolution Applicants namely, Samala Rajasekar filed IA No. **1909/2023** with a prayer to direct the 2nd Respondent i.e. COC to revoke their decision of approving the resolution plan submitted by successful resolution Applicant. When the said came up for admission on 08.12.2023, after having heard both sides this Tribunal disposed of the same , observing that the issues raised by the petitioner in the said IA, and the objections of the Resolution Professional, will be considered in IA No.1830/2022.

7 According, to the Learned Counsel for the Applicant the even though the provisions as contained in Regulation 39 (1A)(b) are not required to be envisaged in the RFRP, the Resolution

Professional has gone for the Challenge Mechanism under the guise of maximizing the value of the plan. Learned Counsel further submitted that the challenge mechanism process went up to 21 rounds and till 19 rounds of the process, and the petitioner was declared as H1 Bidder, but on the last date i.e. on the 5th day of the challenge mechanism, the Respondent No.1 all of a sudden disconnected the zoom call and was informed that the challenge mechanism was over and CoC intend to meet all the PRAs at its office in Mumbai in person to negotiate the resolution plans on 01.11.2023 and the said meeting continued on 02.11.2023 also. It is further submitted that unsuccessful Resolution Applicant was informed that in CoC meeting held on 01.11.2023 and 02.11.2023, his plan was not selected. Learned Counsel further submitted that the challenge mechanism was not done in a transparent and fair manner and terms of the challenge mechanism were also not complied with to maximize the value of the assets of the Corporate Debtor.

- 8 *Per Contra*, the learned counsel for the resolution professional while refuting the above submissions through a memo filed on 11.12.2023 submitted that the evaluation process in the RFRP (Annexure A8, @Page 44 of his application) explicitly states “ The COC may, as a part of this negotiation, engage in inter se, binding between the Top 3 Resolution Applicants (or such number as may be decided by COC)”.
- 9 The Ld. Counsel further also vehemently submitted that the Applicant himself having voluntarily participated in the said process without raising any objections, is estopped from contending contra. The Resolution professional also refuted the allegation of applicant that challenge process was stopped abruptly. According to the Ld. Counsel, RP communicated to all PRAs that the commercial offer is only one aspect of the evaluation by the COC.
- 10 Learned Counsel, further states that all three PRA’s irrespective of their commercial offer, must present the plan incorporating the commercial offer and appear before the COC. Learned Counsel also submitted that All audio and video recording of the COC

meetings and evaluations through the challenge mechanism have been documented and can be provided to this Hon'ble Court if directed to do so. Ld. Counsel further submitted that each resolution plan was discussed in detail on their feasibility and viability during the 7th CoC meeting before putting the plans for voting. The discussion points as per the minutes of the 7th CoC meeting about the plan with PRA Rajashekhar Samala are reproduced below: -

PRA was asked to submit the hardcopy of the Resolution Plan to which he has stated that he did not bring it as he had submitted digitally signed copy, COC decided to project his digitally signed Resolution Plan on the screen and continued the meeting

Thereafter he was asked about how he would like to execute the proposed business plan at the site. Members of the COC expressed apprehension about the working capital estimate provided in the plan Further, PRA was referred to the plan where he was referring to doing trading in iron and Steel with promoters have experience in the same and whether the financials are reflecting to Rice Mill Business or Iron and Steel Business. PRA clarified that he proposes to do rice mill business and probably it's a typographical error in the plan. PRA stated that he had done Detailed Project Report but when he was asked to submit he presented a sample report of rice mill in the Chattisgarh State which had a little relevance to the Telangana State. PRA stated that he shall use turnaround experts to run the business

PRA was also referred to the existing legal attachments on the site, as described in the information memorandum to which he acknowledged the same.

Further, PRA claimed that he is confident that he shall be able to pay the proposed amount in the plan as per the timelines given in the plan. PRA stated that he has experience in participating in the SARFAESI and DRT Auctions and has been participating in IBC processes as well and he claimed that in two cases they are awaiting for order from NCLT.

After detailed deliberation, PRA was told that during challenge mechanism process flexibility was provided by COC when he could not attend in the initial rounds on time and sought adjustments due to personal exigencies after the consent of members of COC and other PRAS present during challenge mechanism. Despite that he has again violated by not submitting the final plan by 30.10.2023 as per the communication and when he was asked about it on 31.10.2023 he sends the softcopy of the plan citing password protected and later during the day he submits the plan digitally signed stating that this can be considered as this is without password protected. He claimed that the concerned password could not be accessed at that point of time which he reiterates during the meeting. Then it was communicated that he was playing fraud on the process as the plan that he submitted initially on 31.10.2023 was actually the old plan only and he was taking excuse of password protection. PRA understood the faux pas he has committed. However, it was communicated to him that COC had taken lenient view of not enforcing the clauses under RFRP of forfeiting the EMD and communicated to him not to resort to such violations in future.

- 11 Finally, the voting was done and Resolution Plan of the Applicant in IA 1909/2023 could not attain the required majority to be treated as Successful Resolution Applicant.
- 12 Therefore, in the light of our discussions, we are of the firm view that the objections raised by the Applicant in IA 1909/2023 are unfounded and not tenable, as the plans were thoroughly discussed and appraised by the COC members on their viability and feasibility. That apart, the amount offered by resolution applicant cannot be the sole criterion for evaluation of the plan. Further we observe that the Unsuccessful Resolution Applicant himself has participated in the process till the last moment and the minutes recorded clearly show that he was accommodated on various occasions by the COC for minor aberrations. Therefore, we do not find any substance in the Application filed by the Unsuccessful Resolution Applicant.
- 13 Further we find that in para 14(h) of salient features of the Resolution plan the SRA has sought waiver for amount recovered/demand towards two litigations pending before MPID and Hon'ble Supreme Court of India with regard to assets owned

by the corporate debtor. It has been explained by the resolution professional that the same information was explained in Information Memorandum provided to the eligible PRA's and PRA's acknowledges the knowledge of the same and has submitted the plan keeping in view the adverse implications which may arise on account of the decisions taken in the aforesaid two cases. In the above backdrop and keeping in view the legal position we are not inclined to grant the waiver as requested by the SRA at para 14(h) page 8 of the Application.

14 ***In K. Sashidhar v. Indian Overseas Bank & Others (in Civil Appeal No. 10673/2018) the Hon'ble Apex Court*** held that, *“if the CoC had approved the Resolution Plan by requisite percent of voting share, then as per Section 30 (6) of the Code, it is imperative for the Resolution Professional to submit the same to the Adjudicating Authority. On receipt of such proposal, the Adjudicating Authority (NCLT) is required to satisfy itself that the resolution plan as approved by CoC meets the requirements specified in Section 30(2). No more and no less”*.

15 The Hon'ble Supreme Court has further held at para 35 of the above judgement that ***the discretion of the adjudicating authority (NCLT) is circumscribed by Section 31 limited to scrutiny of the resolution plan "as approved" by the requisite percent 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.***

16 The Hon'ble Supreme Court in **Committee of Creditors of Essar Steel India Limited Vs. Satish Kumar Gupta & Ors**, held that "*the limited judicial review available to AA has to be within the four corners of section 30(2) of the Code. Such review can in no circumstance trespass upon a business decision of the majority of the CoC. As such the Adjudicating Authority would not have power to modify the Resolution Plan which the CoC in their commercial wisdom have approved*".

17 The Hon'ble Supreme Court of India, in the recent ruling in re **Vallal RCK vs M/s Siva Industries and Holdings Limited & Ors**, has held as under:-

*21. This Court has consistently held that the commercial wisdom of the CoC has been given paramount status without any judicial intervention for ensuring completion of the stated processes within the timelines prescribed by the IBC. It has been held that there is an intrinsic assumption, that financial creditors are fully informed about the viability of the corporate debtor and feasibility of the proposed resolution plan. They act on the basis of thorough examination of the proposed resolution plan and assessment made by their team of experts. A reference in this respect could be made to the judgments of this Court in the cases of K. **Sashidhar v. Indian Overseas Bank and Others, Committee of Creditors of Essar Steel India Limited through Authorised Signatory v. Satish Kumar Gupta and Others, Maharashtra Seamless Limited v. Padmanabhan Venkatesh and Others, Kalpraj Dharamshi and Another v. Kotak Investment Advisors Limited and Another, and Jaypee Kensington Boulevard Apartments Welfare Association and Others v. NBCC (India) Limited and Others.***

*27. This Court has, time and again, emphasized the need for minimal judicial interference by the NCLAT and NCLT in the framework of IBC. We may refer to the recent observation of this Court made in the case of **Arun Kumar Jagatramka v. Jindal Steel and Power Limited and Another:***

“95.However, we do take this opportunity to offer a note of caution for NCLT and NCLAT, functioning as the adjudicatory authority and appellate authority under the IBC respectively, from judicially interfering in the framework envisaged under the IBC. As we have noted earlier in the judgment, the IBC was introduced in order to overhaul the insolvency and bankruptcy regime in India. As such, it is a carefully considered and well thought out piece of legislation which sought to shed away the practices of the past. The legislature has also been

working hard to ensure that the efficacy of this legislation remains robust by constantly amending it based on its experience. Consequently, the need for judicial intervention or innovation from NCLT and NCLAT should be kept at its bare minimum and should not disturb the foundational principles of the IBC.....”

- 18 Therefore, the resolution plan, when tested on the touch stone of the aforesaid facts and the rulings, we are of the view that the instant resolution plan satisfies the requirements of Section 30 (2) of the Code and Regulations 37, 38, 38 (1A) and 39 (4) of the Regulations. We also found that the Resolution Applicant is eligible to submit the Resolution Plan under Section 29A of the Code.
- 19 We therefore, hereby approve the Resolution Plan along with the Addendum submitted by **Mr. Kuchadi Sajeeth Kumar** (“Successful Resolution Applicant”) along with annexure, schedules forming part of the Resolution Plan annexed to the Application and order as under:
- (i) The Resolution Plan along with annexures and schedules forming part of the plan shall be binding on the Corporate Applicant, its employees, members, creditors, including the Central

Government, any State Government or any local authority to whom a debt in respect of the payment of dues arising under any law for the time being in force is due, guarantors and other stakeholders involved in the Resolution Plan.

- (ii) All crystallized liabilities and unclaimed liabilities of the Corporate Applicant as on the date of this order shall stand extinguished on the approval of this Resolution Plan.
- (iii) The approval of the Resolution Plan shall not be construed as waiver of any statutory obligations/ liabilities of the Corporate Applicant and shall be dealt with by the appropriate Authorities in accordance with law. Any waiver sought in the Resolution Plan, shall be subject to approval by the Authorities concerned as held by Hon'ble Supreme Court in the matter of ***Ghanashyam Mishra And Sons Private Limited Versus Edelweiss Asset Reconstruction Company Limited in CIVIL APPEAL NO.8129 OF 2019 dated 13.04.2021.***
- (iv) It is hereby ordered that the deposit amount of Rs.39,23,910/- made by the Resolution Applicant shall remain as performance

Guarantee till the amount proposed to be paid to the creditors under this plan is fully paid off and the plan is fully implemented.

- (v) The Memorandum of Association (MoA) and Articles of Association (AoA) shall accordingly be amended and filed with the Registrar of Companies (RoC) Hyderabad for information and record. The Resolution Applicant, for effective implementation of the Plan, shall obtain all necessary approvals, under any law for the time being in force, within such period as may be prescribed.
- (vi) Henceforth, no creditors of the erstwhile Corporate Applicant can claim anything other than the liabilities referred to supra.
- (vii) The moratorium under Section 14 of the Code shall cease to have effect from this date.
- (viii) The Applicant shall forward all records relating to the conduct of the CIRP and the Resolution Plan to the IBBI along with copy of this order for information.
- (ix). The Applicant shall forthwith send a copy of this order to the CoC and the Resolution Applicant.

- (x). The Registry is directed to furnish free copy to the parties as per Rule 50 of the NCLT Rules, 2016.
- (xi) The Registry is directed to communicate this order to the Registrar of Companies, Hyderabad for updating the master data and also forward a copy to IBBI.
- (xii). Accordingly, IA 1830/2023 stands disposed of.

-SD-

Charan Singh
Member Technical

-SD-

Dr. Venkata Ramakrishna Badarinath Nandula
Member Judicial

Binnu/pavani