

NATIONAL COMPANY LAW TRIBUNAL,
MUMBAI BENCH COURT III

Item No. 02

IA (I.B.C)/3600(MB)/2025

IN C.P. (IB)/248(MB)/2022

CORAM:

SH. HARIHARAN NEELAKANTA IYER
Member (Technical)

MS. LAKSHMI GURUNG
Member (Judicial)

ORDER SHEET OF THE HEARING ON **01.10.2026**
(HEARING THROUGH: HYBRID MODE)

NAME OF THE PARTIES: Indiabulls Housing Finance Limited
 Vs
 Essel Home Pvt Ltd

Appearance

For FC : Adv. Ahsan Allana i/b JSA (VC).

SECTION 7 OF THE IBC, 2016

ORDER

IA (I.B.C)/3600(MB)/2025

This Application is listed for pronouncement of order. The same is pronounced in open court, vide a separate order.

Sd/-
HARIHARAN NEELAKANTA IYER
Member (Technical)
---Azad---

Sd/-
LAKSHMI GURUNG
Member (Judicial)

**IN THE NATIONAL COMPANY LAW TRIBUNAL,
MUMBAI BENCH- COURT III**

I.A.(IBC) 3600(MB)/2025

in

CP (IB)/248/MB/C-III/2022

*Under section 12A of the Insolvency and
Bankruptcy Code, 2016*

Filed by

Mr. Ravi Prakash Ganti

Having IBBI Reg. No.

IBBI/IPA-002/IP-N00102/2017-18/10245

and office at:

Flat No 2, Ashiana CHS, Plot No. 60-A
Sector-21, Kharghar, Navi Mumbai
Maharashtra – 410210

Email: gantirp@gmail.com

... Applicant/Resolution Professional

Vs.

**1. Asset Reconstruction Company (India)
Limited**

Having its office at: The Ruby, 10th Floor,
29 Senapati Bapat Marg, Dadar West,
Mumbai – 400028

E-mail: harshal.gandhi@arcil.co.in

... Respondent no 1

2. Mr Basant Sharma

Suspended Director of Essel Homes Pvt Ltd
(Corporate Debtor),

R/o Yamuna Sport Complex, 145, Second
Floor, Shrestha Vihar, Vikas Marg,
Shakarpur, Delhi – 110 092

E-mail: basant.sharma@dishd2h.com

... Respondent no 2

3. Mr Shreesh Asthana

Suspended Director of Essel Homes Pvt Ltd
(Corporate Debtor),

R/o B-5/61, Secor-4, Rohini Delhi – 110 085

E-mail: shreesh.asthana@esselgroup.io

... Respondent no 3

In the matter between

Indiabulls Housing Finance Limited

Having its registered office at: M-62 & 63,
First Floor, Connaught Place, New Delhi-
110001

...*Financial Creditor*
Versus

Essel Homes Private Limited

CIN: U70102MH2015PTC270269

Having its registered office at: 135,
Continental Building, Dr. A. B. Road, Worli
Mumbai 400018

.... *Respondent*

Order pronounced on: 01.10.2026

Coram:

Sh. Hariharan Neelakanta Iyer
Member (Technical)

Ms. Lakshmi Gurung,
Member (Judicial)

Appearance:

For FC : Adv. Nishin Shrikhande i/b JSA (VC)

For Erstwhile RP: Mr. Ravi Prakash Ganti RP in person (PH)

For Respondent: Adv. Nakul Jain a/w Adv. Shubham Naik
i/b ANB Legal (PH)

Per: Ms. Lakshmi Gurung, Member (Judicial)

1. The above I.A. has been filed by the Resolution Professional under section 12A of the Insolvency and Bankruptcy Code, 2016 ("the Code"), seeking following reliefs::

a. Allow withdrawal of the Company Petition No. (IB)-248 (MB)/CIII/2022 filed under Section 7 of the Insolvency and Bankruptcy Code 2016 by Asset Reconstruction Company of India Ltd (assignee of Indiabulls Housing Finance Limited, the original applicant);

- b. Determine whether Clauses 1 and 2 of Schedule-II of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 are mandatory and pass necessary orders basis such determination;*
- c. Impose exemplary*
- d. costs on the Directors of the Corporate Debtor as this Hon'ble Tribunal deems fit and proper;*
- e. Pass any such further order or order(s) as this Hon'ble Tribunal may deem fit and proper in the facts and circumstances of the case in the interest of rendering justice.*

Brief Facts

2. On an application filed under section 7 of the Code by the Financial Creditor i.e. Indiabulls Housing Finance Ltd (now known as Sammaan Capital Ltd), the CIRP against Essel Homes Private Limited ('Corporate Debtor') was commenced by this Tribunal vide its Order dated 25.04.2024 in CP(IB) No.-248(MB)/C-III/2022 and the Applicant herein was appointed as Interim Resolution Professional.
3. It is submitted that the Applicant made Public Announcement on 30.04.2024 in Financial Express (English) and Navakal (Marathi) newspapers inviting claims with proof from the creditors. Copies of the public announcements in the said newspapers are annexed to the petition as *Exhibit B*.
4. It is further submitted that the Applicant had initially received only one claim i.e., from the original applicant Indiabulls Housing Finance Limited of Rs. 259,14,76,611/- and the same was admitted after verification. Subsequently, claims were received from three other entities which were admitted as "Unsecured Financial Creditor – Related Parties".

5. It is submitted that on 17.05.2024, report certifying constitution of the committee of creditors with sole member was filed through IA(IBC)/3257/2024 and the same was taken on record vide order dated 25.06.2024.
6. It is further submitted that the Applicant has conducted 11 CoC meetings from time to time:
7. The Applicant has submitted that vide Assignment Deed dated 30.09.2024, Samman Capital Ltd has assigned (earlier known as Indiabulls Housing Finance Ltd.) assigned its debts receivable from the corporate debtor and Borrower/Co-borrower to Asset Reconstruction Company of India Ltd ("ARCIL").

Proceedings before the NCLAT and consequential steps leading to this IA for withdrawal:

8. The suspended director filed Comp. App. (AT) (Ins) No. 1120 of 2024 challenging the order of commencement of CIRP against the corporate debtor. Subsequently, Hon'ble NCLAT vide its order dated 25.07.2024 granted stay on publication of Form G effectively pausing the CIRP. The copy of the NCLAT order dated 25.07.2024 is annexed to the petition as *Exhibit D*.
9. The Hon'ble NCLAT recorded that complete payment to the Financial Creditor in terms of the settlement between the parties, and disposed of the appeal, vide order dated 13.05.2025, with directions to follow the procedure as laid down in the regulations for withdrawal of CP(IB)/248/2022 under section 12A of the Code. Copy of the NCLAT Order dated 13.05.2025 is annexed to the petition as *Exhibit E*.
10. It is further submitted that according to the settlement terms as informed by Samman Capital LTD ('SCL'), a sum of Rs. 96.86 Cr plus delayed period interest is received towards full and final settlement.

11. It is submitted that the settlement terms also provide for payment of all CIRP Costs as approved and incurred/accrued till date of passing of order allowing withdrawal of CIRP. Copy of settlement agreement dated 24.06.2024 is annexed to the petition as *Exhibit F*.
12. It is submitted that ARCIL has signed application for withdrawal in Form FA on 14-07-2025. copy of the said application is annexed to the petition as *Exhibit G*.
13. It is submitted that as per Reg. 30A, the Applicant convened 12th CoC meeting on 15.07.2025 for necessary approvals for withdrawal. The sole CoC member, holding 100% vote share, has approved withdrawal under section 12A of the Code. Copy of minutes of the 11th CoC meeting is annexed to the petition as *Exhibit H*.
14. It is further submitted that as per the settlement terms, the Corporate Debtor, (through its Promoter entities) had undertaken to pay the CIRP Costs in full. As on 30.04.2025, the CIRP Cost accrued and payable is Rs 30.17 Lakhs of which Rs 4.92 Lakhs was reimbursed by Samman Capital. Details of the CIRP Cost incurred upto 30.04.2025 and net payable as on date is annexed to the petition as *Exhibit I*.
15. The Applicant submits that on 30.05.2025 the Applicant received a message from Mr Basant Sharma, suspended Director, proposing that instead of the accrued and payable amount of Rs 30.17 Lakhs which they had undertaken to pay, they will pay only Rs 2.85 Lakhs, which is a reduction of more than 90% over the amount that they had undertaken to pay as part of the settlement terms.
16. The Applicant has referred to Clauses 1 and 2 of Schedule-II of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 which make it mandatory to pay the minimum fee as stipulated in clause 1 for the period as specified in clause 2.

17. It is submitted that the Applicant is not authorised to accept the reduction proposal.
18. In view of the settlement arrived at between the sole member of the CoC and the Corporate Debtor through suspended director and upon compliance of procedural requirements under Reg. 30A, other than the issue of payment of CIRP costs, the present application is being preferred seeking withdrawal of Company Petition No. (IB)-248 (MB)/C-III/2022 filed under Section 7 of the Code.

Written Submissions on behalf of Respondent

19. It is submitted that Form G constitutes the foundational step for commencement of the substantive resolution process under the Code and once the publication of Form G itself is stayed, the CIRP became incapable of progressing in any meaningful manner. There could be no progress or steps required to be taken by the RP until the Form G is issued, which was stayed by Hon'ble NCLAT. The said interim protection granted by the Hon'ble NCLAT on 25.07.2024 continues and remained operative till disposal of the appeal i.e. till 13.05.2025. Thus from 25.07.2024 till 13.05.2025, the CIRP remained effectively frozen and incapable of substantive progress and therefore the RP cannot claim continuing monthly professional fees.
20. It is further submitted that the minutes relied upon by the RP himself conclusively establish that after the stay order dated 25.07.2024, the CoC's subsequent meetings were merely procedural, administrative and status-review meetings and did not involve any insolvency resolution work. Such limited procedural activity cannot justify continuing monthly RP fees for the entire stay period. Fees are paid for the services rendered and RP is not expected to earn income without any requirement of rendering the required services.

21. It is submitted that the RP has completely failed to disclose any cogent justification necessitating the continued convening of multiple CoC meetings. The minutes of the meeting reveal that the meetings conducted after the stay order did not involve consideration of any resolution plans, evaluation of prospective applicants, approval of CIRP milestones or any substantive decision making contemplated under the Code. In the absence of any substantive CIRP activity, the mere act of convening meetings and preparing minutes cannot be treated as sufficient justification for claiming recurring monthly professional fees for entire stay period.
22. It is submitted that reasonable CIRP costs genuinely incurred for actual work undertaken prior to the effective stalling of CIRP deserve to be paid and the corporate debtor is not disputing legitimate CIRP costs. The respondent computes the balance payable amount at Rs. 2,66,000/-. A detailed calculation of RP fees is annexed as *Annexure A*.
23. It is submitted that the RP's claim effectively proceeds on the basis that mere continuation of appointment entitles the RP to automatic monthly fees irrespective of actual work done, which interpretation is contrary to the scheme of the Code. The RP cannot seek to convert a stalled CIRP into a recurring source of professional remuneration without demonstrating commensurate work undertaken for advancement of the resolution process.
24. It is submitted that RP fees to be confined to the period during which actual substantive CIRP work undertaken and not for the prolonged period during which proceedings remained substantially frozen owing to judicial intervention.

Written Submissions by Applicant by way of Affidavit

25. Applicant has *inter alia* made following submissions:

A. Approval by the CoC of fees and Expenses of the IRP/RP

- i. It is submitted that the fees and expenses of the IRP/RP, professionals appointed and other expenses, were approved in the 1st CoC meeting and the accrued costs have been recorded by the CoC from time to time.

B. Undertaking by Promoter/ related entities to pay CIRP costs

- i. The Applicant has relied on para F.2 of the Additional Settlement Deed dated 24.06.2024 and has submitted that it is an unconditional undertaking by the Promoter entities and must be honoured else the order permitting withdrawal of CIRP would itself be subject to recall.

C. Regarding stay by the Hon'ble NCLAT

- i. It is submitted that the Hon'ble NCLAT vide order dated 25.07.2024 only directed that Form G may not be issued till the next date of hearing. The import of the limited interim relief was that only one act – publishing of Form G – was stayed and not the cost as a whole.

D. Minimum fees as per clauses 1 and 2 of Schedule II of the CIRP Regulations, which make it mandatory to pay the minimum fee as stipulated in clause 1 for the period as specified in clause 2.

E. The Applicant has given reasons for reliance being misplaced by the Respondent on NCLAT order *Indus Bank Ltd. vs. Rajendra K. Bhuta & Ors. [2022 SCC OnLine NCLAT 201]*

F. Concluding submissions

- a) Being a commercial matter, the prerogative of fixing fees and expenses incurred on and by the IRP/RP is solely of the CoC.
- b) The parties to the settlement had agreed unequivocally and unconditionally to pay the fees, cost and expenses of the IRP/RP until the amount under settlement by the due dates is paid and order of CIRP is withdrawn.
- c) CoC having approved the CIRP cost, and the Promoter entities having agreed to pay the same, the Respondents have no right or basis to object to the same now.
- d) The Respondents are required to pay to the Applicant the unpaid portion of the full amount of approved CIRP costs, being Rs. 25,25,000/-.

Discussion & Finding

26. Heard Ld. Counsel for parties on both sides and perused the material on record.

27. The undisputed facts are:

- a) The Corporate Debtor was admitted into CIRP on 25.04.2024 and the Applicant was appointed as IRP and was also confirmed as RP by the CoC for carrying out the CIRP of the Corporate Debtor at a monthly fee of Rs. 2,00,000/- plus applicable taxes and reimbursement of out of pocket expenses at actuals.
- b) On an appeal filed by the suspended director, The Hon'ble NCLAT stayed publication of Form G vide order dated 25.07.2024 and subsequently disposed of the appeal with directions for withdrawal under section 12A of the IBC.

- c) After noting that the sole Financial Creditor had issued “No Due Certificate” to the Corporate Debtor constituting 100% consent of the CoC, the CIRP of the Corporate Debtor was allowed to be terminated in terms of prayer ‘a’ and the Corporate Debtor was released from the rigours of insolvency proceedings by this Tribunal vide order dated 03.11.2025.
- d) At the time of terminating the CIRP of the Corporate Debtor, the consent of RP was also noted for allowing the application under section 12A of the IBC. However, since there were some differences in the quantum of fee payable to the RP, the issue was left open for determination by this Tribunal.

28. The Applicant has argued that the CoC has already fixed professional monthly fee of the Applicant @ Rs. 2,00,000/- which is in consonance with the Schedule II of CIRP Regulations and the respondents are obliged to pay such fee. He has referred to the Table 1 of Minimum Fee which is based on quantum of claims admitted under entry (ii) of the Table 1, prescribes minimum fee of Rs. 2.00 lakh per month for admitted claims of more than Rs. 50 crores but less than or equal to Rs. 500 crores. He therefore asserts that since the admitted claims of the CD were of Rs. 259.15 crores, he is entitled for fee at the rate of Rs. 2,00,000/- per month plus taxes. The details of CIRP cost claimed by the Applicant are given below:

CIRP costs accrued and payable – as of 30.04.2025

Essel Home Pvt. Ltd.

Particulars	Amount
<i>Fees of the IRP (from 25.04.2024 to 24.05.2024)</i>	2,36,000
<i>Fees of the RP (from 25.05.2024 to 24.06.2024)</i>	2,36,000
<i>Fees of the RP (from 25.06.2024 to 24.04.2025)</i>	23,60,000

<i>Fees of PCS (from 25.05.2024 to 24.04.2025)</i>	<i>1,65,000</i>
<i>Public Announcement - Mansi Advertising</i>	<i>13,910</i>
<i>MCA_INC-28 filing</i>	<i>800</i>
<i>Postage / Stationery</i>	<i>240</i>
<i>Conveyance</i>	<i>2,780</i>
<i>Filing of IA (List of Creditors)</i>	<i>2,200</i>
Total	30,16,930
<i>Paid by Indiabulls (FC)</i>	<i>4,91,930</i>
<i>Balance payable</i>	<i>25,25,000</i>

29. The Applicant has further referred to paragraph 'F(2)' of the Settlement Deed dated 24.06.2024 which is reproduced below:

"F.

2. The Party to the Second Part shall bear/reimburse the fees, cost and expenses of the Interim Resolution Professional / Resolution Professional appointed for Essel Home Private Limited and Pricomm Media Distribution Ventures Private Limited until the amount under settlement by the due dates is paid and order of CIRP is withdrawn."

30. The Applicant has contended that the CIRP itself was never stayed by the Hon'ble NCLAT, only the publication of Form G was stayed in view of submissions by parties that settlement talks were going on and it does not automatically mean that the office holder shall not be paid for that period. Further it is submitted that 12 CoC meetings were held and 12 hearings were conducted before NCLAT, all of which were attended by the RP in person.
31. On the other hand, Ld. Counsel for respondents has argued that after publication of Form G was stayed, no progressive steps towards CIRP of the Corporate Debtor could be undertaken by the Applicant. After the stay, meetings of CoC were merely procedural, administrative and status-review meetings without involving insolvency related work which

does not justify full fee to the Applicant without rendering the required services.

32. In response to submission of the Applicant on para F(2), it was submitted that the Respondent No. 2 and 3 have not signed the settlement agreement dated 24.06.2024 between the Financial Creditor and Corporate Debtor and is therefore not bound by such agreement. Though Respondent No. 2 and 3 are willing to pay the CIRP cost, the same should be justified.
33. During the course of hearing it is noted that an email dated 30.05.2025 was sent from suspended director of the Corporate Debtor to the IRP stating that due to inadvertent financial situation they are willing to pay the payment of Rs. 2,66,000/- as per the sheet which is annexed as *Annexure-A* to the written submission submitted by the Respondent. (39)
34. Considering the rival submissions of the parties, the issue that arises for determination is couched in relief 'b' of this application, whether the Minimum Fee structure provided under Schedule II of the CIRP Regulations is mandatory and the Applicant is entitled to full fee decided by the CoC in the first CoC meeting prior to stay of publication of Form G.
35. This issue has been answered by the Hon'ble NCLAT in the matter of ***CMA Harshad Despande vs. Shri Rakesh Kumar Relan (RP) and Anr. [Company Appeal (AT) (Ins.) No. 108] (2026) ibclaw.in 687 NCLAT*** decided on 19.05.2026 in following terms:

“52. The Appellant has relied upon Regulation 34-B and Schedule II of the CIRP Regulations. However, those provisions cannot be interpreted in isolation from the factual circumstances of the case. The purpose of prescribing minimum fees is to ensure reasonable professional compensation for functions performed during CIRP. Such provisions cannot be read to mean that the IRP becomes automatically entitled to full professional fees even during a period

when the CIRP itself was functioning under substantial judicial restrictions and most statutory functions could not be undertaken.

...

54. The Adjudicating Authority acknowledged that the Appellant had performed certain functions and therefore deserved remuneration. Simultaneously, it also recognized that the CIRP was functioning under serious restrictions and therefore payment of full fees as claimed by the Appellant would not be justified. It is in this background that the Adjudicating Authority directed payment of fees at the rate of Rs. 50,000/- per month along with reimbursement of actual expenses after verification.”

36. In the above case, Hon’ble NCLAT has taken note of the facts as stated below:

“The admission order dated 15.02.2023 was thereafter challenged before this Appellate Tribunal by the Suspended Board of Directors of the Corporate Debtor through Company Appeal (AT) (Insolvency) No. 244 of 2023. During pendency of the said appeal, the Hon’ble NCLAT by an interim order passed on 28.02.2023 stayed the constitution of the Committee of Creditors, while specifically permitting the IRP to continue with collation and verification of claims. The order expressly directed that the IRP shall not constitute the CoC and shall not take further steps except collation and verification of claims.”

37. Similar arguments as advanced by the Applicant in the present application were made before the Hon’ble NCLAT. The Hon’ble NCLAT has stated *“In our considered view, the answer to the question of remuneration of IRP during the stay period must necessarily depend upon the nature and extent of functions actually discharged during the relevant period.”* It was noticed that the RP did perform limited function relating to receipt and collation of claims during the judicially restricted period. Therefore, it was categorically held that when CIRP activities could not be undertaken due to judicial restriction then the IRP/RP does not automatically become entitled to full professional fee. Guided by the judgment of Hon’ble NCLAT, we hold that the Schedule II of CIRP is not mandatory, therefore the Applicant is not automatically entitled for the fee as per Schedule II of the CIRP Regulations.

38. The next question that logically follows is how much, the RP can be paid in the facts and circumstances of the present case. From the table of CIRP cost provided by the Applicant it is seen that the Applicant has already received Rs. 4,91,930/-, which appears to be the fee for the period from commencement of CIRP till 25.06.2024 and part reimbursement of expenses. While the Applicant is claiming full fee from 25.06.2024 till 24.04.2025, the Respondents No. 2 and 3 are willing to pay following amount:

Sr. No.	Particulars	Period	Amount(in Rs.)
1	<i>Fees of the IRP</i>	<i>25.04.2024 to 24.05.2024</i>	<i>2,36,000</i>
2	<i>Fees of the RP</i>	<i>25.05.2024 to 24.06.2024</i>	<i>2,36,000</i>
3	<i>Fees of the RP</i>	<i>25.06.2024 to 24.07.2024</i>	<i>2,36,000</i>
4	<i>Fees of PCS (Rs. 15,000 per month)</i>	<i>25.05.2024 to 24.07.2024</i>	<i>30,000</i>
5	<i>Public Announcement – Mansi Advertising</i>	-	<i>13,910</i>
6	<i>MCA INC-28 Filing</i>	-	<i>800</i>
7	<i>Postage/ Stationery</i>	-	<i>240</i>
8	<i>Conveyance</i>	-	<i>2,780</i>
9	<i>Filing of IA (List of Creditors)</i>	-	<i>2,200</i>
Total Expenses			7,57,930
<i>Less- Amount paid by India Bulls(FC)</i>			(4,91,930)
Balance Payable			2,66,000

39. It is thus apparent that Respondents are willing to pay full fee for the period 25.06.2024 to 24.07.2024. Therefore, the controversy pertains to the fee for the period from 24.07.2024 onward.
40. The duties of IRP are provided under sections 18 and 20 of IBC and duties of RP for conduct of CIRP are provided under section 23 of IBC. Before, we proceed further it is pertinent to examine the minutes of the

meetings of CoC to ascertain the nature and extent of the duties and functions discharged by the Applicant as IRP and RP.

Meeting no.	Date	Key Outcome
1.	24-05-2024	a. Ratification of expenses incurred by the IRP b. Confirmation of the IRP as RP c. Appointment of Professional (PCS) to support RP
2.	10-06-2024	a. CoC took note of the appeal challenging CIRP order filed by the Suspend Director b. Fees and expenses payable to proposed Registered Valuers were approved.
3.	01-07-2024	a Took note of appointment of registered valuers b CoC requested to defer commencement of valuation and publication of Form G in view of settlement talks with the objective of moving an application u/s 12A of the Code c Approved eligibility criteria for PRAs u/s 25(2)(h) of the Code
4.	15-07-2024	a. As the settlement talks were at an advanced stage, the CoC decided to defer the commencement of valuation and publication of Form G.
5.	09-08-2024	a. CoC took note of the NCLAT's interim order dated 25.07.2024 granting stay on publication of Form G. b. CoC took note of the CIRP Cost incurred till 31.07.2024
6.	06.09.2024	a. CoC took note of the CIRP Cost incurred till 31.08.2024 b. Took note of continuation of stay on publication of Form G by the Hon'ble NCLAT and accordingly, further course of action in the CIRP was deferred.

7.	08.10.2024	The CoC took note of the status of settlement and NCLAT proceedings
8.	21.12.2024	a. Took note of assignment of debt by Indiabulls, sole Secured Financial Creditor to Asset Reconstruction Company of India Ltd ("ARCIL") b. Took note of developments in the appeal pending before the NCLAT
9.	06.03.2025	a. Took note of the settlement entered between Indiabulls (assignor) with Promoter group entities and status as on the CoC meeting date. b. Took note that no further steps in the CIRP were taken in view of stay on publication of Form G and as decided by the CoC.
10.	28.04.2025	a. Took note of the CIRP Cost incurred upto 31.03.2025. b. Took note of the payments made under settlement as recorded by the NCLAT in its order dated 03.04.2025.
11.	02.07.2025	a. CoC formally appraised about the order of Hon'ble NCLAT dated 13-05-2025 taking cognizance of the settlement arrived at between the Financial Creditor and the Borrower and its related parties and directing to take further steps u/s 12A of the Code r/w Reg 30A. b. CoC member asked to file withdrawal application in Form FA at the earliest as significant time had already been lost since the date of the order of Hon'ble NCLAT
12.	15.07.2025	a. take on record CIRP Cost incurred till 30.05.2025. b. consider and vote on proposal for withdrawal under section 12A of the Code.

41. It can be seen that the limited functions discharged by the Applicant are holding of CoC meetings from time to time to take note of the CIRP status which was under judicial restriction due to stay on publication of Form G. From minutes of CoC meeting held on 15.07.2024 (which is prior to the stay order granted by Hon'ble NCLAT), we notice the fact that CoC decided to defer the valuation of assets of Corporate Debtor in view of settlement talks being at advanced stage. In view of the settlement talks and stay on publication of Form G, the Applicant has not taken any CIRP activities except conducting CoC meetings which were merely to take note of the CIRP status, assignment of debt by the original Financial Creditor to ARCIL, CIRP costs and for considering proposal under 12A of IBC. Clearly the CIRP activities of Corporate Debtor were restricted. Nevertheless, the RP has been conducting meetings and updating the CoC members and continued as RP till termination of CIRP of Corporate Debtor.
42. Considering the overall facts, that the RP has conducted CoC Meetings, to take note of CIRP status, no progressive steps were taken in view of stay on publication of Form 'G', but RP was in control of the Corporate Debtor during the stay period, we are of the view that an appropriate fee commensurate with the efforts by the Applicant shall be 20% of the monthly remuneration as prescribed under Schedule II of the CIRP Regulations i.e Rs. 40,000/- per month for the period from 25.07.2024 to Rs. 24.05.2025.
43. Thus, we hold that the Applicant is entitled for fee in the following manner:
- a For the period from commencement of CIRP till grant of stay on publication of Form G : Fee agreed by CoC i.e. Rs. 2,00,000/- per month plus applicable taxes.

- b For the period after the grant of stay till termination of the CIRP of CD:
Rs. 40,000/- per month, plus applicable taxes.
 - c Full reimbursement of all CIRP expenses incurred by the Applicant at
actuals.
44. The entitlement of fees as mentioned in Para 43 shall be paid by
Suspended Directors i.e. Respondent 2 and Respondent 3, within **30
days** from the date of the said order.
45. Accordingly, **I.A 3600 of 2025 is partly allowed** in above terms and
stands **disposed of**.
46. **C.P.(IB)/248/MB/C-III/2022** stands **disposed of**.

Sd/-
HARIHARAN NEELAKANTA IYER
Member (Technical)
/Saloni/

Sd/-
LAKSHMI GURUNG
Member (Judicial)