IN THE NATIONAL COMPANY LAW TRIBUNAL
MUMBAI, BENCH-V

C.P. No. 575 of 2020

In the matter of an Application under Section 30(6) and Section 31 of the Insolvency and Bankruptcy Code, 2016.

In the matter of

Kishore Laxmichand Rathod & Ors

… Financial Creditor

V/s.

Leela Trade Steel And Comodities India Private Limited

… Corporate Debtor

<u>I.A. No. 750/2022</u>

Mr. Vivek Murlidhar Dabhade

…Applicant/Resolution Professional

V/s.

Committee of Creditors (COC)

…Respondent No. 1

AND

M/s Ritzee-Pritesh Mehta JV (Resolution Applicant/RA)

…Respondent No. 2

AND

Yes Bank Limited

…Respondent No. 3

AND

I.A. NO. 650/2022

Yes Bank Limited

.... Applicant

v/s.

Vivek Murlidhar Dabhade & Ors.

.... Respondents

AND

I.A. NO. 861/2021

Mr. Shashant Sudhakar Yeola

.... Applicant/IPR

v/s.

Yes Bank Limited

.... Respondent

AND

I.A. NO. 3399/2022

Department of State Tax Through the Deputy Commissioner of State Tax

.... Applicant

v/s.

Resolution Professional of Leela Trade Steel and Commodities India Private Limited

.... Respondent

Date of Order: 17.05.2023

Coram:

Hon'ble Shri Kuldip Kumar Kareer, Member (Judicial)
Hon'ble Smt. Anuradha Sanjay Bhatia, Member (Technical)

Appearance (through video conferencing):

<u>In I.A. No. 750/2022</u>

For the Applicant/Resolution Professional: Mr. Gaurav Joshi, Senior Counsel a/w Mr. Prakhar Tandon i/b Mr. Agam H Maloo

For the Respondent No. 2/ Resolution Applicant: Mr. Viraj Parekh a/w Mr. Yash Badkur

For the Respondent No. 3: Mr. Nausher Kohli a/w Ms. Suyesha Kakarla, counsels i/b M/s Apex Law Partners

<u>I.A. NO. 650/2022</u>

For the Applicant: Mr. Nausher Kohli a/w Ms. Suyesha Kakarla, counsels i/b M/s Apex Law Partners

For the Respondents: Mr. Gaurav Joshi , Senior Counsel, a/w Mr. Prakhar Tandon i/b Mr. Agam H Maloo

<u>I.A. NO. 861/2021</u>

For the Applicant: Mr. Prakhar Tandon, Advocate i/b Adv. Agam H Maloo

For the Respondents: Ms. Suyesha Kakarla, Advocate i/b M/s Apex Law Partners

<u>I.A. NO. 3399/2022</u>

For the Applicant: Mr. Amar Mishra, Deputy Commissioner of State Tax, Pune (Present Physically)

For the Respondents: Mr. Prakhar Tandon, Advocate i/b Adv. Agam H Maloo

Per: Anuradha Sanjay Bhatia, Member (Technical)

ORDER

1. This is an Application filed under Section 30(6) and Section 31 of the Insolvency and Bankruptcy Code, 2016 (hereinafter referred to as the **"Code"**) filed by the Resolution Professional, seeking approval of the Resolution Plan, submitted by the Resolution Applicant M/s Ritzee-Pritesh Mehta JV, which was **approved by 79.69% voting share** of the members of the Committee of Creditors (hereinafter referred to as **'COC'**).

2. The facts leading to the Application are as under:
   a. The Financial Creditor viz, 'Kishore Laxmichand Rathod & Ors' had furnished Form No. 1 under Rule 4 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016 (hereinafter referred to as "**Rules"**) in the capacity of "**Financial Creditor**" by invoking the provisions of Section 7 of the Insolvency and Bankruptcy Code (hereinafter referred to as **"Code**") against 'Leela Trade Steel and Commodities India Private Limited' (hereinafter referred to as **'Corporate Debtor'**). The Corporate Debtor was admitted in Corporate Insolvency Resolution Process (**CIRP**) by an order dated 18.02.2021 (**Admission Order**) and Mr. Shashant Sudhakar Veola, was appointed as Interim Resolution Professional. The IRP constituted the Committee of Creditors. The COC in its 1st meeting held on 18.03.2021 appointed Mr Vivek Murlidhar Dabhade (**the present Applicant**) as the Resolution Professional (**RP**).

b. The Interim Resolution Professional (hereafter referred to as "**IRP**") published a Public Announcement in Form A in accordance with Section 15 of the Insolvency and Bankruptcy Code 2016 (hereinafter referred to as "**Code**") on 24.02.2021, in English Newspaper Financial Express and one in Marathi Newspaper Navrashtra (Pune edition), inviting claims from the creditors of the Corporate Debtor. The Interim Resolution Professional (IRP) formed the COC consisting of the following Financial Creditors, having voting percentage right as stated below:

Sr. No.	Name of the COC Member	Voting %
1	Cosmos Co. operative Bank Limited	76.09%
2	YES Bank	20.14%
3	ICICI Bank Limited	1.64%
4	Rakhee Dhiraj Rathod	0.82%
5	Pramila Kishor Rathod	0.47%
6	Kishor Laxmichand Rathod	0.68%
7	Axis Bank Limited	0.17%
	Total	**100**

c. On 05.03.2021, the Interim Resolution Professional appointed **Six (6) registered valuers** (two each for Land and Building class, Plant and Machinery Class and Securities and Financial Assets class) to determine the fair value and the liquidation value of the Corporate Debtor. **The liquidation value and fair value of the**

Corporate Debtor is reported at Rs. 30,57,03,897/- and Rs. 40,93,78,345/- respectively.

d. The Interim Resolution Professional publish Form -G for inviting Expression of Interest on 30.05.2021, in Financial Express (English Language) and in Navarashtra (Marathi Language) and the last date for submission of Expression of Interest was 14.06.2021. In response thereto, the Interim Resolution Professional received four responses, out of which only one (1) Prospective Resolution Applicant i.e. ***Ritzee-Pritesh Mehta (JV)*** has submitted the Expression of Interest along with the refundable amount of Rs 20 Lakhs and has complied with the provisions of Section 25(2)(h), the application provisions of Section 29A (disqualification) and other requirements as specified in the detailed invitation for Expression of Interest.

e. On 26.06.2021, the Resolution Professional circulated the final list of the prospective Resolution Applicant to the CoC members. On 13.08.2021, the Resolution Professional received the Resolution Plan from *Ritzee-Pritesh Mehta (JV)* (hereinafter referred to as "**Resolution Applicant**") of the Corporate Debtor, M/s Leela Trade Steel and Commodities India Private Limited. The Resolution Applicant is a joint venture of two partners, *M/s Ritzee Recycling Private Limited*, a company engaged in the business of manufacturing, trading, processing, etc. of steels and metals and *Mr. Pritesh Mehta*, a business entrepreneur (Ferrous and Non-Ferrous Scrap Recycling Industry).

f. **The Plan were discussed in several meetings of the CoC and was approved in the 10th CoC meeting dated 06.01.2022, with 79.69% votes in favour of the Ritzee-Pritesh Mehta (JV).**

g. The Resolution Applicant - Ritzee-Pritesh Mehta (JV) has proposed to pay a sum of Rs. 89,45,18,952/-. The details are as follows:

Sr. No.	Particulars of Claim	Type of Claim	Admitted Amount (INR)	Settlement Amount (INR)
1.	CIRP Cost	At actual		At actual
2.	Secured Financial Creditors Category-1	Secured	133,31,83,086	87,49,64,614
3.	Secured Financial Creditors Category-2	Secured	2,26,57,625	1,30,00,000
4.	Unsecured Financial Creditors Category-3	Unsecured	2,95,29,314	59,05,863
5.	Unsecured Financial Creditors Category-4	Unsecured	1,18,96,691	1,18,967
6.	Operational Creditors	Unsecured	29,43,63,368	2,94,363

7.	ESIC	Unsecured	2,32,545	2,32,545
8.	Other Creditors	Unsecured	26,00,000	2,600
	Total		**169,44,62,630**	**89,45,18,952**

* The settlement amount towards contingent liability is Rs 1,00,000/- (Rupees One Lakhs Only)

h. The Resolution Plan contains the following provisions:

I. **Insolvency Resolution Process Costs**:

The Information Memorandum provided by the Interim Resolution Professional does not mention about the Insolvency Resolution Process Costs. Therefore, the resolution applicant, herein, will provide for the complete Insolvency Resolution Process Costs, if any, **in priority to the payments of other debts of the Corporate Debtor.**

II. The payment to Secured Financial Creditors shall be made as follows:

a. As per the Information Memorandum and the information provided by the Interim Resolution Professional (IRP), the entire claim by Secured Financial Creditors has been categorized as follows:

Category 1- Secured Financial Creditors secured having charge over immovable and movable Assets of the company and having pari-passu charge over the assets of company.

Note: These are the lenders who have financed the business of the company.

Category 2- Secured Financial Creditor having charge over equipment's hypothecation i.e. vehicles etc owned by the company. Note: These are the lenders who has financed equipments, vehicles etc to the company.

b. As per the information provided by the Interim Resolution Professional, the total amount of outstanding due to Secured Financial Creditors Category-1(Secured Financial Creditors secured having charge over immovable and movable Assets of the company and having pari-passu charge over the assets of company) of M/s Leela Trade Steel And Commodities India Private Limited is Rs. 133,31,83,086/- (Rupees One Hundred and Thirty Three Crore Thirty One Lacs Eighty Three Thousand and Eighty Six only), claim received and admitted for, as per table given below:

Sr. No.	**Particulars**	**Claim Received**	**Claim Admitted**
1.	Cosmos Bank	105,41,38,562	105,41,38,562
2.	Yes Bank	27,90,44,524	27,90,44,524
	Total	**133,31,83,086**	**133,31,83,086**

c. It is further given to understand that this amount is secured inter alia by the properties of the Corporate Debtor. In view of the fact that the above mentioned Secured Financial Creditors are secured by charge of assets, they are offered a higher amount than the other creditors.

d. As per the information provided by the Interim Resolution Professional, the total amount of outstanding due to Secured Financial Creditors Category-2 (Secured Financial Creditor having charge over equipment's hypothecation i.e. vehicles etc owned by the company) of M/s Leela Trade Steel And Commodities India Private Limited is **Rs. 2,33,25,113/-** (Rupees Two Crore Thirty Three Lacs Twenty Five Thousand One Hundred and Thirteen only), claim received and admitted for, as per table given below:

Sr. No.	**Particulars**	**Claim received**	**Claim Admitted**
1.	ICICI Bank (Secured against Movable Asset of Corporate Debtor)	2,33,25,113	2,26,57,625
	Total	**2,33,25,113**	**2,26,57,625**

e. <u>The terms of payment of secured financial creditors:</u>
The Resolution of the debt of Secured Financial Creditors is proposed in the following manner:

Sr No	**Category**	**Claim Admitted (Rs.)**	**Payout (Without Interest) (Rs.)**	**Interest Pay out *(Rs.)**	**Total Resolution Amount (Rs.)**
1.	Category-1	133,31,83,086	74,32,88,586	13,16,76,028	87,49,64,614
2.	Category-2	2,26,57,625	1,30,00,000	0	1,30,00,000
	Total	**135,58,40,711**	**75,62,88,586**	**13,16,76,028**	**88,79,64,614**

* The amount of Rs. 75,62,88,586/- is proposed to be paid to Secured Financial Creditors Category- 1 and Secured Financial Creditors Category- 2 in installment within a period of 10 years. Also, the Resolution Applicant proposes to pay interest to Secured Financial Creditors Category- 1 on the outstanding amount on reducing balance basis at the rate of 6% simple interest.

- The Resolution of the debt of Secured Financial Creditors is proposed in the following manner:

    (i) **Rs. 74,32,88,586/-** (Rupees Seventy Four Crore Thirty Two Lacs Eighty Eight Thousand Five Hundred and Eighty Six only) {Hereinafter referred to as Payout (Without Interest)} towards the repayment of the debt to the Secured Financial Creditors Category-1;

    (ii) **Rs. 1,30,00,000/-** (Rupees One Crore and Thirty Lacs only) {Hereinafter referred to as Payout (Without Interest)} towards the repayment of the debt to the Secured Financial Creditors Category-2;

- Last installment is proposed within 10 years. Resolution Applicant will have option to seek assignment of balance debt to entity identified by it for an aggregate consideration which shall be the amount of last installment. Assignment shall be of the balance debt due and payable by the Corporate Debtor along with underlying securities, if any. The cost of assignment will be borne by the Resolution Applicant

- The assenting Secured Financial Creditors Category-1 and Category-2 or the Secured Financial Creditors Category-1 and Category-2 who will vote in favor of this resolution plan will get their share in the following manner:

Sr. No.	Particulars	Sharing Ratio (%)	Resolution Amount Rs.	Interest	Total Resolution Amount (Rs.)
1	Cosmos Bank (**Category-1)**	77.92%	58,77,13,097	10,41,15,317	69,18,28,414
2	Yes Bank (**Category-1)**	20.62%	15,55,75,488	2,75,60,712	18,31,36,200
3	ICICI Bank (Secured against Movable Asset of Corporate Debtor) (**Category-2)**	1.46%	1,30,00,000	--	1,30,00,000
	Total	**100.00%**	**75,62,88,586**	**13,16,76,029**	**88,79,64,614**

- The payment to Secured Financial Creditors Category-1 and Secured Financial Creditors Category- 2 shall be made by the Resolution Applicant in the following manner:

Period of Payment	Mode	Amount (Rs)
Already paid to secured	Amount appropriated	73,64,472

financial creditors	out of the sale proceeds of 1 (One) Flat Situated at Flat No 602, Elpro International, Chinchwad, Pune	
Within 1 year from the date of the order of the Hon'ble NCLT approving the Resolution Plan	To be paid out of the sale proceeds of 3 (Three) flats, namely Flat No. 601,701 and 702 situated at Elpro International, Chinchwad, Pune	4,52,50,787
Within 2 years from the date of the order of the Hon'ble NCLT approving the Resolution Plan	To be paid out of the sales proceeds of land at S. No 792 Pawar Vasti, Kudalwadi, Pune and Barshi Devangalli, Solapur and Gat No 68, 69, 71, 72 and 73 at Vill. Kuruli, Tal. Khed Dist. Pune and balance amount if any, through own sources of funds	19,80,31,379
Within 3 years from the date of the order of the Hon'ble NCLT approving the Resolution Plan	Out of the profits from running the business of the RA after demerger	7,97,00,954
Within 4 years from the date of the order of the Hon'ble NCLT approving the Resolution Plan	Out of the profits from running the business of the RA after demerger	7,97,00,954
Within 5 years from the date of the order of the Hon'ble NCLT approving the Resolution Plan	Out of the profits from running the business of the RA after demerger	7,97,00,954
Within 6 years from the date of the order of the Hon'ble NCLT approving the Resolution Plan	Out of the profits from running the business of the RA after demerger.	7,97,00,954

Within 7 years from the date of the order of the Hon'ble NCLT approving the Resolution Plan	Out of the profits from running the business of the RA after demerger	7,97,00,954
Within 8 years from the date of the order of the Hon'ble NCLT approving the Resolution Plan	Out of the profits from running the business of the RA after demerger	7,97,00,954
Within 9 years from the date of the order of the Hon'ble NCLT approving the Resolution Plan	Out of the profits from running the business of the RA after demerger	7,97,00,954
Within 10 years from the date of the order of the Hon'ble NCLT approving the Resolution Plan	Out of the profits from running the business of the RA after demerger	7,94,11,296
TOTAL		**88,79,64,614**

i. **DISSENTING FINANCIAL CREDITORS:**

(i) **Payment to the dissenting Financial Creditors:** The dissenting Financial Creditors (**i.e. those Financial Creditors who vote against, or abstain from voting for, the Resolution Plan approved by the CoC**) shall be paid an amount not less than an amount to be paid to them in accordance with Section 53(1) in the event of Liquidation of the Corporate Debtor.

(ii) In terms of the code, if there are any dissenting Financial Creditors, then in such circumstances they shall be paid in accordance with Section 30(2) along with Section 53(1) of the Code.

(iii) The upfront payment to dissenting financial creditors will be made 1 day before the payment to the assenting financial creditors. At the same time, payment of instalment will be made 1 month before the due date of instalment to the assenting financial creditor. In view thereof, payment will be made as per 30(2), 53(1) and in priority to the assenting financial creditor.

(iv) The Resolution Applicant will have option to make payment of entire liquidation value to the dissenting financial creditor, through acquisition of the debt due and payable to the dissenting financial creditor. In that scenario, Resolution Applicant will propose the name of entity who will acquire, by way of assignment, the debt due and payable alongwith underlying securities. The consideration for such assignment will be liquidation value and same will be paid within a period of 180 days

j. ***UNSECURED FINANCIAL CREDITORS***

As per the Information Memorandum and the information provided by the Interim Resolution Professional (IRP), the entire claim by Unsecured Financial Creditors has been categorized as follows:

a. Category 3- Unsecured Financial Creditors having no charge over the assets of the company and

b. Category 4 - Unsecured Financial Creditors who have not filed their claim but are appearing in the books of accounts of Corporate Debtor. This category of financial creditors is not mentioned in the Information Memorandum.

As per the information provided outstanding dues of **Unsecured Financial Creditors Category –3 (Unsecured Creditor having no charge over any of the assets of the company)** of M/s Leela Trade Steel and Commodities India Private Limited is Rs. 2,95,29,314/- (Rupees Two Crore Ninety Five Lacs Twenty Nine Thousand Three Hundred and Fourteen only),claim received and admitted, as per table given below:

Sr. No.	Particulars	Claim Received	Claim Admitted
1	Kishor Laxmichand Rathod	94,33,644	94,33,644
2	Pramila Kishor Rathod	64,62,356	64,62,356
3	Rakhee Dhiraj Rathod	1,13,19,342	1,13,19,342
4	Axis Bank	23,13,972	23,13,972
	Total	**2,95,29,314**	**2,95,29,314**

This amount is towards the guarantee extended by the Corporate Debtor and towards the direct loan sanctioned and disbursed to the Corporate Debtor. Any payment made by the Resolution Applicant / Corporate Debtor, will be towards settlement of the liability in its capacity as Guarantor and Creditor.

a. As per the information provided outstanding dues of **Unsecured Financial Creditors Category – 4 (Unsecured**

Loan who have not claimed but payable as per Books of Accounts of CD) of M/s Leela Trade Steel and Commodities India Private Limited is Rs. 81,94,404/- (Rupees Eighty One Lacs Ninety Four Thousand Four Hundred and Four only), claim received and admitted, as per table given below:

Sr. No.	**Particulars**	**As per books of accounts**
1.	Deutsche Bank	24,02,705
2.	Arohan Financial Services Private Limited	5,20,617
3.	HDFC Bank Limited	15,01,843
4.	Mr. Kamlesh Mehta (Related Party)	24,66,169
5.	Ms. Leela Devi Mehta	13,03,070
6.	Yes Bank (Vehicle Loan Div)	37,02,287
	Total	**1,18,96,691**

k. **THE TERMS OF PAYMENT OF UNSECURED FINANCIAL CREDITORS:**

1. Resolution of the debt of Unsecured financial Creditor, is proposed in following manner –

i. Rs.59,05,863/- towards the **Unsecured Financial Creditors Category –3.**

ii. Rs.1,18,967/- towards the **Unsecured Financial Creditors Category –4.**

2. The Resolution Applicant proposes to pay aggregate amount of Rs. 60,24,830/- (Rupees Sixty Lacs Twenty Four

Thousand Eight Hundred and Thirty only) on proportionate basis.

3. The Schedule of payment to Unsecured Financial Creditors Category- 3 and Unsecured Financial Creditors Category- 4 shall be as follows:

Period of Payment	**Mode**	**Amount (Rs)**
Within 1 year from the date of the order of the Hon'ble NCLT approving the Resolution Plan	To be paid out the Resolution Applicant from his own source of funds	20,87,588
Within 2 year from the date of the order of the Hon'ble NCLT approving the Resolution Plan	To be paid out the Resolution Applicant from his own source of funds	19,68,621
Within 3 year from the date of the order of the Hon'ble NCLT approving the Resolution Plan	To be paid out the Resolution Applicant from his own source of funds	19,68,621
TOTAL		**60,24,830**

a. The Unsecured Financial Creditors Category- 3 and Unsecured Financial Creditors Category- 4 will get their share in the following manner:

Sr. No.	**Particulars**	**Sharing Ratio (%)**	**Resolution Amount Rs.**
1	Kishor Laxmichand Rathod (Category-3)	31.32%	18,86,729
2	Pramila Kishor Rathod (Category-3)	21.45%	12,92,471
3	Rakhee Dhiraj Rathod (Category-3)	37.57%	22,63,868
4	Axis Bank (Category-3)	7.68%	4,62,794
5	Deutsche Bank (Category-4)	0.39%	24,027
6	Arohan Financial Services Private Limited (Category-4)	0.09%	5,206
7	HDFC Bank Limited. (Category-4)	0.26%	15,018
8	Mr. Kamlesh Mehta (Related Party) (Category-4)	0.40%	24,662
9	Ms. Leela Devi Mehta (Category-4)	0.22%	13,032
10	Yes Bank (Vehicle Loan Div)	0.62%	37,023
	Total	**100.00%**	**60,24,830**

- The Total amount outstanding of the Unsecured Financial Creditors shall be settled under this Resolution Plan for a total consideration of Rs. 60,24,830/- (Rupees Sixty Lacs Twenty Four Thousand Eight Hundred and Thirty only). The Unsecured Financial Creditors shall have no further claim against the Corporate Debtor or Resolution Applicant on any account whatsoever, in any form

- This payment is made towards settlement of debt and towards full and final settlement of the loan account. The payments are made in the capacity as the guarantor and creditor.

- It is clarified that on settlement of the claim, the entire loan account will be settled and not only the debt qua the Corporate Debtor.

- All the Unsecured Financial Creditors as listed above shall be paid as mentioned in the table above as and by way of full and final settlement upon approval of Resolution Plan by the NCLT as in the aforesaid manner.

- All the present guarantors of the debts of the Corporate Debtor will continue to be guarantors only to the amount of resolution plan approved by COC and NCLT, and once the complete payment of the committed amounts to the Financial Creditors are made, all the guarantees will be considered to be released and no further liability towards the said debts should accrue to the said guarantors.

b. <u>OPERATIONAL CREDITORS OF CORPORATE DEBTOR:</u>

- The amount due to the Operational Creditors of Corporate Debtor as per Information Memorandum is Rs. 14,26,40,853/- (Rupees Fourteen Crore Twenty Six Lacs Forty Thousand Eight Hundred and Fifty Three only) which is as mentioned below:

Sr. No	Name of the Creditor	Amount Claimed	Net Amount Admitted
1.	Operational Creditors who have filed their claim with the IRP	15,96,90,685	14,91,58,901

- The amount due to the Operational Creditors who have not filed their claim but appearing in the books of Corporate Debtor as per Information provided by the IRP is Rs 14,52,04,467/- (Rupees Fourteen Crore Fifty Two Lacs Four Thousand Four Hundred and Sixty Seven only), which is as mentioned below:

Sr. No	Name of the Creditor	Amount as per books of Account
1.	Operational Creditors who have not filed their claim with the IRP	**14,52,04,467**

1. **THE TERMS OF PAYMENT TO OPERATIONAL CREDITORS:**

1. The Operational Creditors will assign the entire receivable from the Corporate Debtor to the Resolution Applicant for a consideration of Rs. **2,94,363/-(**Rupees Two Lacs Ninety Four Thousand Three Hundred and Sixty Three only).

2. Total outstanding amount of Rs. 29,43,63,368 /-(Rupees Twenty Nine Crore Forty Three Lacs Sixty Three Thousand Three Hundred and Sixty Eight only) would be settled by Resolution Applicant in the below mentioned manner:

Sr. No.	**Name of the Creditor**	**Amount Claimed/ Books of Accounts Rs.**	**Net Amount Admitted/Books of Accounts Rs.**	**%**	**Resolution Amount Rs.**
1.	Deputy commissioner of State Tax (Department Of Goods And Services Tax)	5,93,32,788	5,93,32,788	0.10%	59,333
2.	K.V.Dhivare (Deputy Commissioner of State Tax,)	4,04,05,337	4,04,05,337	0.10%	40,405
3.	VPR and Associates Mumbai	5,31,000	3,31,000	0.10%	331
4.	Oleomontrreal SL	5,26,70,967	4,23,39,183	0.10%	42,339
5.	Income Tax Department	67,50,593	67,50,593	0.10%	6,751
	Operational Creditors who have not claimed				
6.	Vinay Infra	7,38,95,811	7,38,95,811	0.10%	73,896
7.	MDC Realty India Pvt Ltd	2,49,32,790	2,49,32,790	0.10%	24,933
8.	MSM STEEL CORPORATION (P)	1,78,18,963	1,78,18,963	0.10%	17,819

9.	FULCHAND DANMAL & CO.	78,86,336	78,86,336	0.10%	7,886
10.	ACESUR	45,56,475	45,56,475	0.10%	4,556
11.	Mahalaxmi Metal(P)	41,25,592	41,25,592	0.10%	4,126
12.	SitaOleificiSita SRL	15,73,666	15,73,666	0.10%	1,574
13.	Jash Steel Pvt. Ltd.	11,00,000	11,00,000	0.10%	1,100
14.	Sundry Creditors Transport	10,55,411	10,55,411	0.10%	1,055
15.	Auto Pressings & Assemblies	10,24,163	10,24,163	0.10%	1,024
16.	OM SAI ENTERPRISES	8,04,064	8,04,064	0.10%	804
17.	Anil S. Agarwal Tax Payment	6,90,889	6,90,889	0.10%	691
18.	Point Circle (S) Pte Ltd.	5,52,813	5,52,813	0.10%	553
19.	Amba Enterprises	5,52,525	5,52,525	0.10%	553
20.	Bharat Iron Syndicate	5,00,000	5,00,000	0.10%	500
21.	Creditors for Capital Goods (SDPL Leela JV)	4,96,158	4,96,158	0.10%	496
22.	Chetan R. Pathak	4,65,750	4,65,750	0.10%	466
23.	K K Steel	4,00,000	4,00,000	0.10%	400
24.	Bhaven R. Pathak	3,72,600	3,72,600	0.10%	373
25.	Spartan Engineering Industries Pvt Ltd	3,23,910	3,23,910	0.10%	324
26.	Nirmala Cargo Movers	3,05,254	3,05,254	0.10%	305
27.	Pinakin Logistic	2,55,923	2,55,923	0.10%	256

28.	3 S Steel Corporation	2,39,044	2,39,044	0.10%	239
29.	DAYLA PRECISION	1,88,493	1,88,493	0.10%	188
30.	Sumul Jewellers	1,75,000	1,75,000	0.10%	175
31.	Kailash Vahan Udyog Ltd	1,34,564	1,34,564	0.10%	135
32.	Yeshshree Press Comps Pvt. Ltd.	1,29,164	1,29,164	0.10%	129
33.	Warade Tools Pvt Ltd	1,07,596	1,07,596	0.10%	108
34.	Sunny Engineers	99,277	99,277	0.10%	99
35.	Anil S. Agarwal & Co.	94,688	94,688	0.10%	95
36.	Tricare Services Pvt. Ltd.	59,107	59,107	0.10%	59
37.	Sharp Manpower Services	58,650	58,650	0.10%	59
38.	S.N. DOSHI	36,000	36,000	0.10%	36
39.	Precision Stamping Unit III	34,256	34,256	0.10%	34
40.	KRISHNA INDUSTRIES	26,000	26,000	0.10%	26
41.	Mitsom Enterprises Pvt Ltd	25,743	25,743	0.10%	26
42.	Arvind Shankarrao Kashid	25,500	25,500	0.10%	26
43.	Accrete Electromech Pvt. Ltd.	24,394	24,394	0.10%	24
44.	ACE Engineering Soluations India Pvt. Ltd	18,945	18,945	0.10%	19
45.	Transliner Maritime	16,316	16,316	0.10%	16

46.	Dyna-K Automotive Stampings Pvt Ltd (B)	12,645	12,645	0.10%	13
47.	Cummins india ltd - Katkewadi	8,772	8,772	0.10%	9
48.	EFFRELCOMP	1,090	1,090	0.10%	1
49.	Future Generali India General Insurance Co. Ltd	120	120	0.10%	0
50.	Enversys Greentek Solutions	10	10	0.10%	0
	Total	**30,48,95,152**	**29,43,63,368**		**2,94,363**

3. Resolution Applicant proposes to pay a sum of Rs. **2,94,363/-** (Rupees Two Lacs Ninety Four Thousand Three Hundred and Sixty Three only).

4. The Schedule of payment to operational creditors shall be as follows:

Period of Payment	**Mode**	**Amount (Rs)**
Within 30 days from the date of the order of the Hon'ble NCLT approving the Resolution Plan	To be paid out the Resolution Applicant from his own source of funds	2,94,363

5. All the Operational Creditors as listed above shall be paid as mentioned in the table above as and by way of full and final settlement of their dues against Corporate Debtor upon

approval of Resolution Plan by the NCLT as in the aforesaid manner and no further claim/liability (whether contingent or otherwise) shall be allowed for the same.

m. **STATUTORY DUES PERTAINING TO EMPLOYEE'S STATE INSURANCE CORPORATION**

Total claim amount of outstanding Statutory Dues pertaining to **EMPLOYEE'S STATE INSURANCE CORPORATION (ESIC)** as per Information Memorandum is Rs. 2,32,545/- (Rupees Two Lakh Thirty Two Thousand Five Hundred and Forty Five only) claim received and admitted.

I. **PAYMENT SCHEDULE OF THE STATUTORY DUES PERTAINING TO EMPLOYEE'S STATE INSURANCE CORPORATION**

1. Total amount of dues towards Statutory Dues pertaining to **EMPLOYEE'S STATE INSURANCE CORPORATION** as per claim admitted by the RP are Rs. 2,32,545/- (Rupees Two Lakh Thirty Two Thousand Five Hundred and Forty Five only). The Resolution Applicant propose to pay a sum of Rs. 2,32,545/- (Rupees Two Lakh Thirty Two Thousand Five Hundred and Forty Five only) for Statutory Dues pertaining to Employee's State Insurance Corporation

2.The Schedule of payment towards Statutory Dues pertaining to Employee's State Insurance Corporation shall be as follows:

Period of Payment	Mode	Amount (Rs)
Within 30 days from the date of the order of the Hon'ble NCLT approving the Resolution Plan	To be paid out the Resolution Applicant from his own source of funds	2,32,545

3. The dues and claims of the Statutory Dues pertaining to Employee's State Insurance Corporation against the Corporate Debtor other than what is agreed to be paid by the Resolution Applicant shall stand waived in terms of Clause No. 37(I) of Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016.

4. No further claim/liability (whether contingent or otherwise) shall be allowed and/or paid for the same, including but not limited to, any dues/claims/liabilities/charges/penalties/interest pertaining to Employee's State Insurance Corporation and any other statutory due/s which may have accrued but not disclosed in the Books of Accounts of the Corporate Debtor.

n. **<u>OTHER CREDITORS OF CORPORATE DEBTOR</u>**

I. Total amount of outstanding due to Other Creditors of Corporate Debtor as per Information Provided by IRP and according to books of accounts of CD being Rs. 26,00,000/- (Rupees Twenty Six Lacs only) as per table given below:

Sr. No.	**Particulars**	**Net Amount as per books of accounts**
1.	Arihant Scrap Suppliers	6,00,000
2.	Shinde Developers Pvt. Ltd	20,00,000
	TOTAL	**26,00,000**

These creditors have not filed their claim but are appearing in the books of accounts of corporate debtor.

o. **<u>THE TERMS OF PAYMENT TO OTHER CREDITOR</u>**

1. The Other Creditor will assign the entire receivable from the Corporate Debtor to the Resolution Applicant for a consideration of Rs. 2,600/- (Rupees Two Thousand and Six Hundred only).

2. **Total outstanding being Rs. 26,00,000/- (Rupees Twenty Six Lacs only) would be settled by Resolution Applicant in the under mentioned manner:**

Sr. No.	**Particulars**	**Net Amount as per books of accounts**	**%**	**Resolution Amount**
1.	Arihant Scrap Suppliers	6,00,000	0.10%	600
2.	Shinde Developers Pvt. Ltd	20,00,000	0.10%	2,000

	TOTAL	**26,00,000**		**2,600**

3. **Resolution Applicant proposes to pay a sum of Rs. 2,600/- (Rupees Two Thousand and Six Hundred only).**

4. The Schedule of payment to other creditors shall be as follows:

Period of Payment	**Mode**	**Amount (Rs)**
Within 30 days from the date of the order of the Hon'ble NCLT approving the Resolution Plan	To be paid out the Resolution Applicant from his own source of funds	2,600

5. The structure of the Resolution Plan is such that the feasibility and viability of the implementation of the Resolution Plan is not dependent upon the success, failure or otherwise of the business operations of the CD. The payments contemplated under the Resolution Plan do not depend on the operations of the CD thereafter and are independently sourced.

6. All the Other Creditors as listed above shall be paid as mentioned in the table above in full and final settlement on assignment of their dues against Corporate Debtor upon approval of Resolution Plan by the NCLT as in the aforesaid manner no further claim/liability (whether contingent or otherwise) shall be allowed for the same.

p. **<u>CONTINGENT LIABILITIES OF CORPORATE DEBTOR:</u>**

As per the information provided by RP, a show cause notice has been served on the corporate debtor by Joint Commissioner (AE) , Pune-1 Central GST Commissionerate , Pune dated 30th December,2021 under The Central Goods & Services Tax Act 2017. The Ld. Counsel for the Resolution Applicant understand that the said proceeding are pending before the above mentioned authority. and the Resolution Applicant propose to pay **Rs 1,00,000/- (Rupees One Lakhs Only) as full and final settlement** towards any Tax liability, Interest, Penalty that may arise as the out come of any of such proceedings/order/.
Amount of Rs 1,00,000/- (Rupees One Lakh Only) will be paid within 1 month of passing of such order or approval of resolution plan by Hon'ble NCLT whichever is later out of the own funds of resolution applicant

I. All the contingent liabilities which may or may not have been confirmed in past, during or before the CIRP or even may be confirmed in the time to come are proposed to be waived off fully.

II. Even any other known or unknown liabilities (whether recorded or not recorded in books) are proposed to be waived off fully.

III. No further claim/liabilities (whether contingent or otherwise) shall be allowed and/or paid, including but not limited to:

(1) Machinery Suppliers Dues,
(2) Service Dues,

(3) Licenses Renewals,
(4) Electricity dues,
(5) Water dues,
(6) Compensation to any employees,
(7) Store Supplies,
(8) Sundry Dues,
(9) Any Tax, Levies, Interest, penalty/ies arising out any assessment, proceedings that are carried out by any of the government department.
(10) Any Penalty/ies under any Power Purchase Agreement (subsisting or otherwise)
(11) Any other loans (secured or unsecured) taken by the Corporate Debtor, shares subscribed, advances and/or guarantees given by the Corporate Debtor as a packaged scheme of incentives

I. Principal Dues: The principal outstanding of the claims/liabilities/dues as stated hereinabove shall be waived in totality and necessary directions may be passed to the concerned authorities directing them to waive off the said dues.

II. Interest, Penalty and Demurrages Dues: To waive penal interest, simple interest, compound interest, penalties, damages charged if any (whether provided or not provided in the Books of Corporate Debtor) as the liability of the Company as on the date of approval of this Resolution Plan.

Dissenting Financial Creditor : I.A. 650 OF 2022

3. It has come to the notice of this Bench that the Ld. Counsel for the Dissenting Financial Creditor, in **Interlocutory Application No. 650 of 2022**, filed by YES Bank Limited, as a members of the Committee of Creditors ("**CoC**") of the Corporate Debtor i.e. Leela Trade Steel and Commodities (India) Pvt. Ltd.,

having 20.14% voting share, has abstained from voting for the approval of the Resolution Plan of M/s Ritzee-Pritesh Mehta JV (hereinafter "**SRA**"). The Interlocutory Application No. 650 of 2022 is filed to seek necessary directions against the Respondent No. 1 i.e. the Resolution Professional of the Corporate Debtor, for failing to ensure that the Resolution Plan submitted by one of the ex-promoters and personal guarantors, Mr. Pritesh Mehta, through its Joint Venture viz., M/s RITZEE-PRITESH MEHTA JV (hereinafter referred to as the "**Resolution Plan**") is compliant and legal under the provisions of the Insolvency and Bankruptcy Code, 2016.

4. The Ld. Counsels for the Dissenting Financial Creditor submitted that the Resolution Plan reveals that the Resolution Applicant proposes to make payments to the Creditors, in a span of 10 years. The first 3 instalments are solely out of the proceeds received from selling the personal assets of the (Guarantors/ex-promoters) which were mortgaged to the Creditors herein. Further, the Resolution Applicants propose to make the balance payments out of the profits gained by running the business of the Corporate Debtor after the proposed demerger of the Corporate Debtor from the 4th year onwards.

5. The Ld. Counsels for the Dissenting Financial Creditor has further submitted that the Resolution Applicant has proposed to sell all the secured assets which belong to the Resolution Applicant as well as the other 6 Guarantors and have been duly charged in favour of YES Bank Limited and other Creditors by way of Deed of Personal Guarantee dated 15th July 2017 under

which 7 no. of individuals have personally guaranteed repayment of the debt borrowed by the Corporate Debtor. Further, the Resolution Applicant in the proposed plan has also sought for the extinguishment of the personal liabilities of not only the Resolution Applicant but also of all the Personal Guarantors arising out of the unconditional and irrevocable personal guarantees provided by them on the approval of this Resolution Plan. The extract of the Resolution Plan us as under:

> *"o. The Personal Guarantees or Security Extended by third party, if any, to secure the debt, which is subject matter of the present Resolution Plan, will automatically come to an end on receipt of Resolution Plan amount. The assets of the Corporate Debtor, personal guarantors and Third Party mortgaged with the Secured Financial Creditors Category-1 and Category-2 will be released in proportion to the amount paid to the Secured Financial Creditors Category-1 and Category-2 at the time of sale of such assets to source the funds for the resolution plan. The list of the assets of the personal guarantors mortgaged with the Secured Financial Creditors Category-1 and Category-2 and their estimated values has been attached herewith as Annexure No. 2."*

6. The Ld. Counsels for the Dissenting Financial Creditor has submitted that while executing the Deed of Personal guarantee, all the personal guarantors had waived off their rights u/s. 133,134,135 and 141 of the Indian Contract Act, 1872. Section 134 of the Indian Contract Act, 1872 is as follows:

> "***Discharge of surety by release or discharge of principal debtor***
>
> *134. The surety is discharged by any contract between the creditor and the principal debtor, by which the principal debtor is released, or by any act or omission of the creditor, the legal consequence of which is the discharge of the principal debtor."*

7. The above section states that the liability of the personal guarantor extinguishes by the contract which releases the liability of the principal borrower. Therefore, when the Guarantors executed the Deed of Personal Guarantee dated 15th July 2017, they waived off their right to be discharged or released even if the liability of the principal debtor is released. In the present case, the Resolution Plan is a binding contract and since the Guarantors have waived off their right u/s 133 of the Indian Contract Act 1872, the clauses in the Resolution Plan to release the liabilities of the personal guarantors is in gross violation of the existing law and such Resolution Plan is in contravention of law prevalent for the time being in force.

8. The Ld. Counsels for the Dissenting Financial Creditor further submits that it is the duty of the Resolution Professional to ensure that the Resolution Plans are in compliance with the provisions of the law before presenting them before the COC.

> *"30. Submission of resolution plan. -*

(1) A resolution applicant may submit a resolution plan along with an affidavit stating that he is eligible under section 29A to the resolution professional prepared on the basis of the information memorandum.

(2) The resolution professional shall examine each resolution plan received by him to confirm that each resolution plan –

…

(e) does not contravene any of the provisions of the law for the time being in force

…"

9. The Ld. Counsels for the Dissenting Financial Creditor submits that Section 31 of the Code requires the Adjudicating Authority, to ensure that the Resolution Plan that is submitted before them is incompliance of Section 30(2)(e).

31. Approval of resolution plan. –

(1) If the Adjudicating Authority is satisfied that the resolution plan as approved by the committee of creditors under sub-section (4) of section 30 meets the requirements as referred to in sub-section (2) of section 30, it shall by order approve the resolution plan which shall be binding on the corporate debtor and its employees, members, creditors, including the Central Government, any State Government any local authority to whom a debt in respect of the payment of dues arising under any law for the time being in force, such as authorities to whom statutory dues are owed,

guarantors and other stakeholders involved in the resolution plan.

10. It is submitted that, the Resolution Plan also aims to sell off the assets of the personal guarantor which is mortgaged to the Secured Creditors vide the Deed of Personal Guarantee within the first 3 years of the implementation of the Resolution Plan. In the matter of ***Nitin Chandrakant Naik v. Sanidhya Industries LLP [2021 SCC Online NCLAT 302)***, it has been held that the assets of the personal guarantor cannot be disposed of without following the due process laid down in Part Ill of the Code.

11. The Ld. Counsels for the Dissenting Financial Creditor further point out that in the 7th CoC meeting held on 25th August 2021, an objection was raised against the assets of the guarantors being disposed of in the Resolution Plan of the Corporate Debtor as they were already in possession of the banks as security. Furthermore, the representative of Cosmos Co-operative Bank Ltd., had themselves cited the ***Nitin Chandrakant Naik v. Sanidhya Industries LLP, supra*** and sought explanation from the Resolution Professional on this issue in the 9th COC meeting held on 7th December 2021. However, the Resolution Professional gave its own interpretation of the judgement. Unsatisfied with the explanation and to seek further clarity, Yes Bank Limited also raised the issue during the 10th CoC meeting held on 6th January 2022 but the issue was never addressed satisfactorily.

12. It is noted by this Bench that the the Resolution Professional contended that the Resolution Plan does not extinguish mortgage over assets of personal guarantors. The Resolution Plan contemplates that the security over assets and personal guarantees continue to subsist under the Resolution Plan till such time as all payments as contemplated therein are made. However, the Bench is of the considered view that the survival of the Yes Bank's right over the security of the personal guarantors will be of no use if the Resolution Applicant sells off all the assets of the guarantors. Thus the Yes Bank will be remediless after all the assets of the personal guarantors are sold.

13. As regards to the issue pertaining to the sale of assets of the Resolution Applicant along with other assets of the Ex-promoters which have been mortgaged to the Yes Bank, which is in violation of the Yes Bank's right to proceed against the Ex-promoters in their capacity as guarantors of the Corporate Debtor, we are of the view that it is the settled position of law that personal guarantees executed to secure the debt of Corporate Debtor are not covered by Section 14 moratorium and do not get extinguished on approval of Resolution Plan. The release or discharge of a principal borrower from the debt owed by it, to its creditor, by an involuntary process, i.e. by operation of law, or due to liquidation or insolvency proceeding, does not absolve the surety/guarantor of his or her liability, which arises out of an independent contract. The said ratio has also been upheld in Hon. Supreme Court in ***Lalit Kumar***

Jain v Union of India & Ors. (2021) 9 Supreme Court Cases 321. The relevant extract of the said order is reproduced below for ready reference:

> *"122. It is therefore, clear that the sanction of a resolution plan and finality imparted to it by Section 31 does not per se operate as a discharge of the guarantor's liability. As to the nature and extent of the liability, much would depend on the terms of the guarantee itself. However, this court has indicated, time and again, that an involuntary act of the principle debtor leading to loss of security, would not absolve a guarantor of its liability. In Maharashtra SEB the liability of the guarantor (in a case where liability of the principle debtor was discharged under the Insolvency law or Company Law), was considered. It was held that in view of the unequivocal guarantee, such liability of the guarantor continues and the creditor can realise the same from the guarantor in view of the language of Section 128 of the Contract Act, 1872, as there is no discharge under Section 134 of that Act. This Court observed as follows:*
>
> *.......*
>
> *125. In view of the above discussion, it is held that approval of a resolution plan does not ipso facto discharge a personal guarantor (of a corporate debtor) of her or his liabilities under the contract of guarantee. As held by this Court, the release or discharge of a principle borrower from the debt owed by it to its creditor, by an involuntary process i.e. by operation of law, or due to*

liquidation or insolvency proceeding, does not absolve the surety/guarantor of his/her liability, which arises out of an independent contract."

14. The Bench further relies on a recent judgment of the National Company Law Tribunal, Indore Bench vide order dated January 06, 2023 in the matter of ***Naveen Kumar Sood RP of Ujaas Energy Ltd & Anr v/s. Ujaas Energy Ltd & Ors,*** wherein it is clear that the COC can take any commercial decision relating to insolvency of the Corporate Debtor but it cannot extinguish right of the particular Secured Creditor to proceed against the personal guarantor of the Corporate debtor under the grab of its commercial wisdom. Such provision in the resolution plan is not only prejudicial to the right of such secured creditor but also is not in consonance with the provisions of law. Therefore, the plan cannot be approved as it contravenes the provision of section 30(2)(e) of the Code.

"…10. Be that as it may we are not going in details of the plan since the said resolution plan contains a relief to extinguish the personal guarantee given to the lenders on the borrowings of the corporate debtor but the same is objected by Bank of Baroda. This Adjudicating Authority vide its order dated 04.08.2022 released the matter for clarification with respect to the said relief in the plan, however the resolution applicant wish to proceed without amending such reliefs and therefore, such conditional plan without the consent of all the secured financial creditors is not in accordance with the provisions of the Code

11. In our considered opinion the CoC can take any commercial decision relating to insolvency of the corporate debtor only, the CoC cannot extinguish right of the particular secured creditor to proceed against the personal guarantor of the corporate debtor under the garb of its commercial wisdom. Such provision in the resolution plan is not only prejudicial to the right of such secured creditor but also against the provisions of law. Hence we cannot approve such resolution plan as it contravenes the provision of section 30(2)(e) of the Code.

12. In view of the above, we are of the considered opinion that such resolution plan cannot be approved and deserves to be rejected as the CoC by majority votes cannot enforce its decision for extinguishment of the right of the dissenting creditor to proceed against the personal guarantor.....”

15. In view of the above, we are of the considered opinion that such Resolution Plan can not be approved and deserves to be rejected as the CoC by majority votes cannot enforce its decision for extinguishment of the right of the dissenting creditor to proceed against the personal guarantor.

16. Accordingly, **IA 750 of 2022** is **rejected and disposed of**. A copy of this order be served to the Resolution Professional and the Corporate Debtor and the Dissenting Financial Creditors within 7 days from the date of the order.

I.A. No. 650 of 2022

17. **I.A. No. 650 of 2022** was filed by the Yes Bank Limited with the following prayers:

  a) *Direct Respondent No. 1 to reconsider the Resolution Plan Submitted by Respondent No. 3, the suspended director, Mr. Pritesh Mehta, through its Joint Venture viz., M/s RITZEE-PRITESH MEHTA JV in view of the objections raised in the present Application.*
  b) *Hold that the assets of the Personal Guarantors of the Corporate Debtor must not be disposed of without following the appropriate measures provided in Part III of the Code.*
  c) *Hold that the assets of the Personal Guarantors of the Corporate Debtor cannot be a part of the Resolution Plan submitted in the CIRP of the Corporate Debtor without the consent of the Creditor in whose favor the assets were mortgaged.*
  d) *Pending the hearing and final disposal of the present Application the Respondent be restrained from taking any major steps in the CIRP of the Corporate Debtor.*
  e) *Pass any such order that it deems fit in support of the reliefs so claimed by the Applicant.*

In view of the above discussion and after considering the case laws, the Bench is of the view that the release the liabilities of the Personal guarantors in the Resolution Plan is in violation of the law and such Resolution Plan is in contravention of the provision of section 30(2)(e) of the Code. **Hence, I.A No. 650 of 2022 filed by dissenting financial creditor i.e. Yes Bank**

Limited, objecting to the Resolution Plan is "**allowed and disposed of**".

18. **I.A. No. 3399 of 2022** was filed by Department of State Tax though the Deputy Commissioner of State Tax (Pune-VAT-E-807) with the following prayers:

   a) *That this Hon'ble Tribunal be pleased to condone the delay of 548 days in registering the claim with the Resolution Professional.*
   b) *That this Hon'ble Tribunal be pleased to allow the present Application and direct the Resolution Professional to register the claim of the Applicant and deal the same in accordance with the provisions of the Code.*
   c) *That pending the hearing and final disposal of the present Application the Resolution Plan should not be approved in this matter.*
   d) *For such other orders as this Hon'ble Tribunal deems fit in the facts and circumstances of the case*

Since, I.A. 750 of 2022 for approval of Resolution of Plan is rejected and disposed of, **the above Interlocutory Application No. 3399 of 2022**, filed by Department of State Tax though the Deputy Commissioner of State Tax (Pune-VAT-E-807) for condonation of delay of 548 days in registering the claim with the Resolution Professional becomes **"Infructuous and disposed of".**

19. **I.A. 861 of 2022** is filed by Mr. Shashant Sudhakar Yeola, Interim Resolution Professional of Leela Trade Steel and Commodities India Pvt. Ltd. with the following prayers:

a) This Hon'ble Tribunal may be pleased to pass an order setting aside the purported sale transaction of vehicle TATA LPT 1109 HEX2/48 BS-IV bearing registration no MH14GD5560 and also de-attach the said vehicle and restore the possession of the said vehicle to the IRP/RP and also

b) This Hon'ble Tribunal may be pleased to pass an order directing the Respondent to de-attach the vehicle TATA LPT 1109 HEX2/48 BS-IV bearing resignation no. MH14GD5510 and restore back the possession of the said vehicle to the possession of the IRP/RP.

c) To pass such other orders as may be deem just and proper by the Hon'ble Bench.

Since, I.A. 750 of 2022 for approval of Resolution of Plan is rejected and disposed of, the above **I.A. 861 of 2022** filed by Mr. Shashant Sudhakar Yeola, Interim Resolution Professional for the restoration of the possession of the vehicles owned by the Corporate Debtor becomes **"Infructuous and disposed of".**

20. In view of the above the captioned Interlocutory Application 750 of 2022 filed for approval of the Resolution Plan, vide our detailed order above, we are of the considered view that such Resolution Plan **cannot be approved and deserved to be**

"rejected". Accordingly, I.A. No. 650 of 2022 filed by Yes Bank Limited is **"allowed"** and I.A. No. 861 of 2021 filed by Mr. Shashant Sudhakar Yeola, Resolution Professional and I.A. No. 3399 of 2022 file by Department of State Tax though the Deputy Commissioner of State Tax (Pune-VAT-E-807) are rendered "**infructuous and disposed of".**

SD/-	**SD/-**
Anuradha Sanjay Bhatia	**Kuldip Kumar Kareer**
Member (Technical)	**Member (Judicial)**