



**IN THE NATIONAL COMPANY LAW TRIBUNAL  
PRINCIPAL BENCH, NEW DELHI**

**CP (IB) – 157(PB)/2021**

**ORDER UNDER SECTION 100 OF THE INSOLVENCY AND BANKRUPTCY  
CODE 2016.**

**IN THE MATTER OF:**

**State Bank of India**

**... Applicant**

**Versus**

**Ms. Sanjay Singal**

**... Personal Guarantor**

**ORDER PRONOUNCED ON: 07.10.2024**

**CORAM:**

**CHIEF JUSTICE (RETD.) RAMALINGAM SUDHAKAR  
HON'BLE PRESIDENT**

**SHRI AVINASH K. SRIVASTAVA  
HON'BLE MEMBER (TECHNICAL)**

**Appearance:**

For the Personal Guarantor : Mr. Arvind Nayar, Mr. P. Nagesh, Sr. Advocates  
Mr. Soayib Qureshi, Mr. Sandeep Bajaj, Ms. Aporva  
Chugh, Advocates

For the RP : Mr. Sanjiv Sen, Sr. Adv., Mr. Uday Khare, Ms.  
Srideepa Bhattacharya, Ms. Neha Shivhare, Ms.  
Anjali Singh, Mr. Pragyan Mishra, Mr. Abhijeet  
Kashyap, Advocates along with Mr. Surender Raj  
Gang, RP in person

**ORDER**

**IA-151/2024 and IA-2594/2024**

1. These Applications are Report and Supplementary Report filed by the Resolution Professional in terms of section 99 of the Insolvency & Bankruptcy Code 2016 (**IBC/ Code**) filed on 02.01.2024 and 15.05.2024 respectively.



2. The Petition / Application bearing CP (IB) No. 157/PB/2021 was filed by State Bank of India (**SBI**) under Section 95 of the Code r/w Rule 7 of the Insolvency and Bankruptcy (Application to Adjudicating Authority for Insolvency Resolution Process for Personal Guarantors to Corporate Debtors) Rules, 2019 (**Personal Guarantor Rules**) before this Tribunal on 11.01.2021.
3. The Respondent has stood as Personal Guarantor for the Corporate Debtor (**CD**), M/s Bhushan Power and Steel Limited (**BPSL**) in respect of various loan facilities, availed from Consortium of Banks viz. SBI, State Bank of Bikaner and Jaipur (SBBJ), State Bank of Hyderabad (SBH), State Bank of Mysore (SBM), State Bank of Patiala (SBP), and State Bank of Travancore (SBT). Since, *vide* Gazette Notification dated February 22, 2017 SBBJ, SBH, SBM, SBP and SBT amalgamated into SBI, for the purpose of the Petition / Application under section 95, these loan facilities as enlisted by the RP in paragraph 5, page 3-4 of the Report dated 02.01.2024 shall be deemed to have been disbursed by the SBI solely.
4. This Adjudicating Authority vide order dated 05.12.2023 appointed Mr. Surendra Raj Gang having IBBI Registration No: IBBI/IPA-001/IP-P01066/2017-18/11773 as RP. The RP was further directed to submit recommendations in terms of section 99 of the Code.
5. Pursuant to above order dated 05.12.2023, RP has submitted report vide IA/151/2024 and supplementary report vide IA/2594/2024 under section 99 of the Code, recommending that Application filed by the State Bank of India fulfils the criteria laid under section 95 and the same may be accepted by this Adjudicating Authority.
6. The Personal Guarantor – Respondent has filed reply / objections to both the aforesaid Report and Supplementary Report on 13.02.2024 and 12.06.2024 respectively. Additionally, the Personal Guarantor has also



filed IA/2260/2024 on 07.05.2024 seeking deferment of the proceedings initiated under section 95 of the Code on account of pending proceedings before the Hon'ble Supreme Court in the matter titled as *Sanjay Singal vs Punjab National Bank, Civil Appeal No. 2192 of 2020*.

7. The repayment of these facilities was assured with the Personal Guarantee extended by the Respondent, Ms. Sanjay Singal, vide multiple Guarantee Deeds as shown in paragraph 5(b), page 5-7 of the RP's Report dated 02.01.2024.
8. The Corporate Debtor, BPSL committed a default and was admitted to Corporate Insolvency Resolution Process (**CIRP**) by this Adjudicating Authority on 26.07.2017 at the behest of PNB which filed the Application under section 7 of the Code by the and Resolution Plan submitted by JSW Steel Limited for the CD was approved by this Adjudicating Authority on 05.09.2019.
9. The Applicant invoked Personal Guarantee vide letter vide invocation cum Demand Notice dated 13.02.2018 (Annexure 7- Colly, Page 90, Petition/ Application), demanding the Personal Guarantor to clear dues to the tune of INR 5492,49,73,541.91/- within 7 days from the day of notice.
10. The Applicant served statutory demand notice dated 31.08.2020 (Annexure 5, Page 61, Petition/ Application) in Form B as per Rule 7 of the Personal Guarantor Rules, demanding Personal Guarantor to clear the dues to the tune of INR 12275,91,01,862/- (Rupees Twelve Thousand Two Hundred Seventy-Five Crores Ninety-One Lakhs One Thousand Eight Hundred Sixty Two Only) within 14 days from the receipt of the notice. This demand notice was duly replied by the Personal Guarantor vide Reply dated 15.09.2020 (Annexure 6, Page 67, Petition / Application).



11. Upon failure of the Personal Guarantor to clear dues, the Applicant filed this instant Petition / Application under section 95 of the Code, claiming total outstanding dues to be INR 12275,91,01,862/- (Rupees Twelve Thousand Two Hundred Seventy Five Crores Ninety One Lakhs One Thousand Eight Hundred Sixty Two Only) as on 31.08.2020 along with all interest with effect from 01.09.2020. It has been further submitted that out of outstanding dues, the Applicant in the meanwhile received INR 4034 crores in loan account as in March 2021 on account of Resolution Plan, and the same is evident from letter dated 27.12.2013 by SBI to the RP available as Annexure 12, page 111 of the RP's Report dated 02.01.2024 and also from email dated 02.01.2014 written from an official of JSW to RP confirming that pursuant to their claim in CIRP of the Corporate Debtor, Applicant Bank herein has been paid INR 4032,33,04,182.65/- (Annexure 18, page 137 of the RP's Report).
12. The Personal Guarantor filed Reply on 16.11.2021 to the Application filed by SBI under section 95, raising following contentions in defence:
- a. This Adjudicating Authority lacks jurisdiction to entertain Petition / Application under section 95 of the Code and the same is required to be filed before Debt Recovery Tribunal (DRT) being the Adjudicating Authority. The contention is *inter alia* premised on the fact that as on date or even when the part III was brought in force, neither CIRP nor liquidation of the Corporate Debtor is / was pending before this Adjudicating Authority.
  - b. The order dated 17.02.2020 of the Hon'ble National Company Law Appellate Tribunal (NCLAT) affirming the approval of Resolution Plan by this Adjudicating Authority vide order dated 05.09.2019, has been challenged before the Hon'ble Supreme Court in Civil Appeal No. 2192-2193 of 2020.
  - c. Matter is *sub-judice* before the DRT, wherein the Respondent-Personal guarantor herein has also raised counter claim to the tune of INR 62,901 crores along with *pendente lite* and future interest @



16% p.a. Thus claim made by the Applicant Bank is disputed. Further Applicant Bank by the virtue of present proceedings is trying to over- reach the orders that may be passed by the DRT.

- d. The Applicant Bank has sought initiation of proceedings under section 95 for the alleged default of INR 12275,91,91,862/-, which is excessive and also uncertain in as much as that amount received under the Resolution Plan has not been adjusted;
- e. The outstanding amount has been wrongly calculated;
- f. Claim of the Applicant Bank is barred by the Limitation;
- g. The CD has during CIRP till date had earned the profits of INR 6000 crores and the Applicant has failed to claim its due share in this, which has led to the additional burden on the Respondent -Personal Guarantor;
- h. Right of Subrogation has been taken away by the Resolution Plan of the CD, without giving any opportunity to the Personal Guarantor to inspect the Plan. Thus, vested interest of the Personal Guarantor has been harmed; and
- i. Documents relied upon by the Applicant are not Valid.

13. Further, the Personal Guarantor has filed Reply on 13.02.2024 to the RP's Report raising following contentions in defence:

- a. The RP has prepared report in arbitrary manner and without considering the response of the Personal Guarantor and the Report submitted is bereft of material particulars. RP has not adhered to the Principles of Natural Justice.;
- b. Application filed under section 95 is barred by the law of limitation;
- c. The Applicant Bank has received considerable sum under the Resolution Plan, which has led to the extinguishment of debt of the Applicant Bank and as such there is no debt due and payable to the Applicant Bank. The issue is said to be pending before the Hon'ble



Supreme Court. Thus the claim of the Applicant Bank against the Personal Guarantor is inchoate, uncertain and uncrystallised;

- d. CD has not been valued properly as book value was sufficient to meet all the liabilities, however members of the Corporate Debtor had proceeded to undervalue the CD as valuation of CD was not undertaken on going concern basis and liquidation value quoted by the RP in Form H was wrongly reached. This has led to huge losses to the creditors themselves including the Applicant Bank who cannot be now allowed to recover its losses from the Personal Guarantor;
- e. The Applicant Bank itself did not disburse the facility on time and breached agreement in this respect, leading to delay in delivery of project(s) by the CD. Thus Applicant Bank cannot now claim benefit out of its wrong. The breach of contractual and fiduciary obligation of the Applicant Bank towards CD, has made the Applicant Bank disentitled to make any claim under section 39 of the Indian Contract Act and the Personal Guarantor has also stood discharged by the way of Application of Chapter VIII of the Indian Contract Act;
- f. During the CIRP, and thereafter the CD has generated profits to the tune of INR 6000 crores which as per order dated 05.09.2019 of this Adjudicating Authority was to be appropriated to the Creditors, however, the said order to this extent was set aside by the Hon'ble NCLAT which directed these profits to be distributed in terms of addendum as directed by the Hon'ble Supreme Court in *Committee of Creditors of Essar vs Satish Kumar Gupta 2020 (8) SCC 531*.
- g. It is DRT which is Adjudicating Authority for the Respondent – Personal Guarantor under the Code as, as on date neither the CIRP nor the Liquidation is pending in respect of the CD, hence the Petition /Application before this tribunal is not mandatory. Further the Applicant Bank has already initiated proceedings before the DRT for similar cause being Original Application No. 145 of 2019 which is pending adjudication and thus the proceedings under section 95 before this Adjudicating Authority are not maintainable. Further



Personal Guarantor has in the said proceedings raised counter claim to the tune of INR 62,901 crores against the Applicant Bank and thus the claim of the Applicant Bank is disputed. There are no dues pending against the Applicant Bank;

- h. Respondent's Shareholding in the Resolution Plan has been annulled thus purported Guarantee Agreements have been extinguished and Respondent – Personal Guarantor owes no money to the Applicant Bank.
- i. In view of the pendency of Civil Appeal No. 2192 of 2020 titled as *Sanjay Singal vs Punjab National Bank* before the Hon'ble Supreme Court, the present proceedings cannot continue.

14. This Adjudicating Authority vide order dated 08.05.2024 issued directions to the RP to file supplementary Report in following terms:

#### **ORDER**

#### **New IA-2260/2024, IA-151/2024 & New IA-2261/2024**

These are two connected matters i.e. IB-156(PB)/2021 and IB-157(PB)/2021 which we heard together. The grievance of both the Applicants/Personal Guarantors is that the RP having issued a notice calling for the information has not given adequate time as stipulated in terms of the provision of Section 94 (4), (5) & (6). The Applicants/Personal Guarantors seek indulgence of this Tribunal to direct the RP to consider their response dated 03.01.2024 as part and parcel of RP's Section 99 report.

We have considered the issue on the timelines. We note that the request for information was sought by RP on 26<sup>th</sup> and 27<sup>th</sup> December, 2023 and response admittedly was given by the Personal Guarantors on 03.01.2024.

Since, the last date in one case falls at mid-night of 02.01.2024 and in another case falls at mid-night of 03.01.2024, we accept the request of the Personal Guarantors that their response should be taken into consideration



for the purpose of adjudicating on the report filed under Section 99 of the code.

Accordingly, we direct the RP to take on record the response given by the Personal Guarantors dated 03.01.2024 in both the cases and file supplementary report on or before 15.05.2024 with advance copy to the Personal Guarantors so as to enable them to file their objection, if any, to the supplementary report on or before 22.05.2024.

At request and by consent, list the matter on **29.05.2024**.

Pursuant to aforesaid directions and also in response to the aforesaid objections raised by the Personal Guarantor, RP filed supplementary report on 15.05.2024. This supplementary Report has been further replied by the Personal Guarantor vide Reply filed on 12.06.2024 and detailed submissions made by the RP as well as the Personal Guarantors are recorded below:

- a. Qua the concern on Limitation the RP relies on the judgment of the Hon'ble Supreme Court in the case of *Syndicate Bank vs Channaveerappa Beleri and Others* (2006) 11 SCC 506 and *Pooja Ramesh Singh v State Bank of India & Anr Company Appeal (AT)(Ins) No. 329 of 2023* to submit that Limitation begins to run when the demand is made more so when the Guarantee Deed itself prescribes that the obligation is payable on demand. On the other hand, Counsel for the Personal Guarantor has *inter alia* relied upon case of *Laxmipat Surana vs Union of India and Anr*. Civil Appeal No. 2734 of 2020 to submit that the status of the Guarantor, metamorphoses into the Corporate Debtor, the moment principal borrower commits a default. It has been held that the moment there is a default by the Principal Borrower, the right of the financial creditor instantly gets triggered.
- b. On the point of Valuation of the Corporate Debtor in CIRP, it has been submitted on behalf of the Resolution Professional that the objections to valuation if any ought to have been carried out when



the CIRP was ongoing and not in the proceedings under section 95 against the Personal Guarantor. Further, in view of *Maharashtra Seamlesss Steal vs Padnabhanam Venkatesh & Ors.* 2020 (11) SCC 467, RP has submitted that the approved Resolution Plan can provide for payment which is lower than the Liquidation Value, if it is otherwise compliant with section 30(2) of the Code. Counsel for the Personal Guarantor has submitted that the issue has been raised before the Hon'ble Supreme Court in the Matter of Sanjay Singal vs PNB (Supra) and that if the CD had been properly valued, Creditors would have recovered their full dues.

- c. On the issue of profits to the tune of INR 6000 crores allegedly earned by CD, the Resolution Professional has relied upon section 99(2) and 99(3) of the Code to submit that Personal Guarantor has failed to prove the repayment of debt and also when record of default as submitted by National e- Governance Services Limited (NeSL) has been furnished as Annexure 10 @ page 1138 of the Petition / Application, the Personal Guarantor is prevented to dispute the liability. It has been further submitted that issue is based on event contingent in future and even if the same is assumed to be correct and Hon'ble Supreme Court decides the issue in favor of Personal Guarantor, still dues to the tune of INR 10246,89,00,000/- falls back as liability upon the Personal Guarantor and the same has been summarized in table as reproduced below:



S. No	Particulars	Amount (in Crores.) (Rs.) (approx.)
1.	Applicant's claim against the Personal Guarantor under Section. 95 proceedings before this Hon'ble Tribunal, as on August 31, 2020	INR 12275,91,01,862.00 (A)
2.	Amount received by the Applicant pursuant to implementation of the resolution plan	INR 4034,39,00,000.00 (B)
3.	Amount owed by the Personal Guarantor to the Applicant as on August 31, 2020	INR 82,41,52,01,862.00 (A-B)
4.	Amount owed by the Personal Guarantor to the Applicant as on December 5, 2023 i.e. the date of appointment of the undersigned as the RP (including accrued interest)	INR 11497,89,00,000.00
5.	Amount that the Applicant may receive if EBITDA is utilized towards payout to the creditors	INR 1251,00,000,00 (D)  (20.85% of Rs. 6000 Cr (EDITBDA))
6.	Outstanding amount assuming the Hon'ble Supreme decides in favour of the Personal Guarantor on the EBIDTA issue	INR 10246,89,00,000.00
7.	Outstanding amount assuming the Hon'ble Supreme decides against the Personal Guarantor on the EBIDTA issue	INR 11497,89,00,000.00



Resolution Professional has submitted that the aforesaid liability is more than the threshold of INR 1000/- prescribed under section 78 of the Code. Further Resolution Professional has suggested that at best Repayment Plan can provide for both the scenarios i.e., judgment of the Hon'ble Supreme Court in favor of the Personal Guarantor or otherwise.

Counsel for the Personal Guarantor has submitted that the Hon'ble Supreme Court is seized with the issue of ascertaining the Profits earned by the CD and its allocation and hence the claim of the Applicant Bank has not been adjusted against what can be recovered out of profits of CD and thus present proceedings ought to be deferred. Further, excessive amount of interest has been imposed to reach the figure as shown in table above which is wrongly calculated as liability of the Guarantor would be limited to the extent liability admitted in CIRP for the CD i.e., INR 9832 crores out of which admittedly INR 4034 Crores have been paid to the Applicant Bank pursuant to approved Resolution Plan with the delay of 540 days and for the same the Applicant Bank has sought to claim an amount of INR 4.11 crores as default / compensation per day, which is required to be adjusted. Thus, claim of the Applicant Bank is inflated and incorrect.

- d. In respect of Violation of the provisions of Indian Contract Act 1872, the Resolution Professional has relied upon *Lalit Jain vs Union of India* (2021) 9 SCC 321 to submit that Personal Guarantor is not discharged by the way of implementation of Resolution Plan in the CIRP of the CD. Furthermore, the Plan itself recognizes the right of Financial Creditor to resort to Personal Guarantees. On the other hand, counsel for the Personal Guarantor has submitted that *Lalit Jain* (Supra) has no applicability to the present case as Personal Guarantor has stood discharged from the obligations under Guarantee Agreement, which were otherwise also executed under economic duress, inducement and coercion.



- e. On the point of extinguishment of shareholding of the Personal Guarantor in CD, Resolution Professional has submitted that there is no clause in the Guarantee Deed which provides for discharge to Personal Guarantor in case of change in ownership / shareholding / management of the Company. Therefore, the Personal Guarantor does not stand to be discharged. The Counsel for the Personal Guarantor has submitted that only based upon shareholding, the Guarantee was furnished and in absence of same, PG cannot be said to be under obligation of payment to the Applicant Bank who has agreed to such extinguishment of the shareholding by assenting to the Plan.
- f. On the issue of jurisdiction of this Adjudicating Authority, The Resolution Professional relies upon section 60 (1) of the Code to submit that the NCLT has jurisdiction over section 95 Application even if resolution plan with respect to the CD is approved. On the other hand, Counsel for the Personal Guarantor has relied upon section 79(1) to state that Adjudicating Authority for the purpose of Part III of the Code is DRT and further that NCLT can be Adjudicating Authority only when CIRP or Liquidation with respect to the CD is pending and would not cover a scenario where resolution plan is already approved and process is closed.
- g. Further, with respect to matter pending before the DRT, Resolution Professional has submitted that interim moratorium under section 96 of the Code and thereafter moratorium under section 101 of the Code would have the effect of staying all other proceedings including those pending before the DRT. On the other hand, Counsel for the Personal Guarantor has submitted that when the Bank has already chosen a remedy before DRT, it cannot come before this Adjudicating Authority and doing the same depose intentions of mere recovery which is against the object of Code. Furthermore, PG has also made counter claim against Applicant Bank before DRT, which would stand negated if this Petition / Application is admitted.



h. On the issue of alleged failure of disbursement of the Loan by the Applicant Bank to CD and thereby leading to alleged delay in completion of project, the Resolution Professional has submitted that the same has no relevance in respect of proceedings under section 95 as same if at all ought to have been raised when CIRP was ongoing. Counsel for the Personal Guarantor has submitted that the Guarantee was executed only for the purpose of completion of the project of Corporate Debtor and failure on part of the Applicant Bank in releasing the sanctioned amount led to delay in same which frustrated the very purpose of Guarantee. Thus, Applicant Bank itself is guilty for breach of contractual obligations and cannot claim benefits out of its own wrongs.

15. The Personal Guarantor had in the meanwhile also filed IA-2260/2024, seeking deferment of proceedings on account of pending matter before the Hon'ble Supreme Court. This Application is decided along with the issues raised in terms below.

16. We have perused the submissions and documents on records. We will deal with the contentions raised by the Personal Guarantor raised – Respondent one by one.

17. On first contention with respect to limitation, we are of the view that perusal of ***Pooja Ramesh Singh v State Bank of India & Anr Company Appeal (AT)(Ins) No. 329 of 2023***, makes it categorically clear without departing from the ratio laid by the Hon'ble Supreme Court in the matter of ***Laxmi Pat Surana (Supra)*** that when the Limitation would begin to run in respect of Personal Guarantee depends upon the clause under the Guarantee Deed itself. The relevant excerpt from the judgment of the Hon'ble NCLAT in *Pooja Ramesh Singh (Supra)* is as follows:

*24. The scheme of I&B Code clearly indicate that both the Principal Borrower and the Guarantor become liable to pay the amount when*



*the default is committed. When default is committed by the Principal Borrower the amount becomes due not only against the Principal Borrower but also against the Corporate Guarantor, which is the scheme of the I&B Code. When we read with as is delineated by Section 3(11) of the Code, debt becomes due both on Principal Borrower and the Guarantor, as noted above. The definition of default under Section 3(12) in addition to expression 'due' occurring in Section 3(11) uses two additional expressions i.e "payable" and "is not paid by the debtor or corporate debtor". The expression 'is not paid by the debtor' has to be given some meaning. As laid down by the Hon'ble Supreme Court in "Syndicate Bank vs. Channaveerappa Beleri & Ors." (supra), a guarantor's liability depends on terms of his contract. There can be default by the Principal Borrower and the Guarantor on the same date or date of default for both may be different depending on the terms of contract of guarantee. It is well settled that the loan agreement with the Principal Borrower and the Bank as well as Deed of Guarantee between the Bank and the Guarantor are two different transactions and the Guarantor's liability has to be read from the Deed of Guarantee.*

*26. The judgment of the Hon'ble Supreme Court in "Syndicate Bank vs. Channaveerappa Beleri & Ors." has categorically laid down that liability of the Guarantor depends on the terms of his contract. The relevant clauses of the Deed of Guarantee, as noted above, clearly contemplate demand by the Bank upon the Guarantor. Clause 1 provides that "the Guarantors shall forthwith on demand pay to the Bank the whole of such principal sum not exceeding Rs.186,60,00,000/- together with interest". Similarly, Clause 13 uses expression, "the Guarantors shall forthwith on demand made by the Bank deposit with the Bank....". Clause 20 again makes it clear that what was guaranteed by the Guarantor was that amount shall be payable to the Bank on serving the Guarantor with notice requiring payment of the amount.*



18. In light of the above, we are of the view that the Limitation would run concurrently with respect to both the CD and PG under the Insolvency and Bankruptcy Code 2016, but if the Guarantee Deed prescribes that Guarantee is payable only upon demand / invocation then limitation with respect to Personal Guarantor would begin to run only upon such demand / invocation notice.
19. Guarantee Deeds (Annexure 9 Colly of the Petition / Application) in the present case expressly prescribes that if default is made by the CD, the PG shall forthwith upon demand pay to the Lender, Principal sum along with the interest, due to the Bank in respect of credit facility. Thus, in view of the same, there remains no doubt that limitation would begin to run only from the date of such invocation notice i.e., demand notice dated 13.02.2018 (Annexure 2 to the Report of the Resolution Professional).
20. Even otherwise we see that Loan Facility Agreements (Annexure 8 Colly, Petition / Application) have been executed up till September 2015. CD started committing default beginning from February 2016 and CD was admitted to CIRP vide order dated 26.07.2017. Further as stated above also date of such invocation notice i.e., demand notice is 13.02.2018 and this Petition / Application under section 95 is filed on 11.01.2021. Further, in between also, as per the orders of the Hon'ble Supreme Court in Suo Moto writ petition 3 of 2020, period from 15.03.2020 to 28.02.2022 and an additional period of 90 days from 01.03.2022 whichever is longer has stood excluded for purpose of calculation of limitation.
21. Hence, the Petition / Application under section 95 is filed on 11.01.2021 which is well within the limitation period.
22. Moving to second issue with respect to Valuation of the CD, we are of the view that same has no relevance to the present proceedings. As per



section 128 of the Indian Contract Act 1872, *The liability of the surety is co- extensive with that of the principal debtor, unless it is otherwise provided by the contract.* Further as per section 126 of the Contract Act, *The person who gives the guarantee is called the “surety”.* As per section 3(30) of the General Clauses Act, the definition of “Person” includes company or association or body of individual. There can be no doubt whether surety is personal guarantor or corporate guarantor, the liability is co-extensive with that of Principal Borrower.

23. The Hon’ble Supreme Court of India in the matter of ***Industrial Investment Bank of India Ltd. v. Bishwanath Jhunjunwala*** (*vide Civil Appeal No. 4613 of 2000*), reported in (2009) 9 SCC 478 has discussed as follows in respect of term “Co-extensive Liability”,

18. *The term "co-extensive" has been defined in the celebrated book of Pollock & Mulla on Indian Contract and Specific Relief Act, 10th Edition, at page 728 as under: "Co-extensive. - Surety's liability is co-extensive with that of the principal debtor. **A surety's liability to pay the debt is not removed by reason of the creditor's omission to sue the principal debtor. The creditor is not bound to exhaust his remedy against the principal before suing the surety, and a suit may be maintained against the surety though the principal has not been sued.**"*

20. *In Halsbury's Laws of England, 4 th Edition, Vol. 20, paragraph 159 at page 87 it has been observed that; 159. ".....**It is not necessary for the creditor, before proceeding against the surety, to request the principal debtor to pay, or to sue him, although solvent, unless this is expressly stipulated for.**"*

24. It has been also noted time and again *inter alia* in the case of *Lalit Kumar Jain vs Union of India (Transferred Case (Civil) No. 245 of 2020)* that the contract of Guarantee is independent from the loan agreement and thus liability of the Personal Guarantor and proceedings under



section 94 or 95 is not anyhow dependent upon proceedings with respect to CD under the Code.

25. In view of this we are of the firm belief that under these proceedings initiated under section 95, which are independent from CIRP of the CD (Principal Borrower), this Adjudicating Authority cannot step in the jurisdiction to look in technical aspects of Valuation of the CD. Thus, we negate this contention of the Personal Guarantor, as wrongly raised under these proceedings.

26. Even if this contention on valuation is considered on merits, this is now long settled that the aspect lies with commercial wisdom of the Committee of Creditors and if the resolution plan providing value lesser than liquidation value is approved by the CoC, the same exclusively falls within the realm of the commercial wisdom of the CoC and this Adjudicating Authority could not have questioned such decision on the ground of alleged undervaluation even in the CIRP of the CD. The Hon'ble Supreme Court in the matter of **Maharashtra Seamless Limited vs Padmanabhan Venkatesh and Ors. Civil Appeal No. 4242 of 2019** had observed that:

*26. No provision in the Code or Regulations has been brought to our notice under which the bid of any Resolution Applicant has to match liquidation value arrived at in the manner provided in Clause 35 of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016. This point has been dealt with in the case of Essar Steel (supra). We have quoted above the relevant passages from this judgment.*

*28. The Appellate Authority has, in our opinion, proceeded on equitable perception rather than commercial wisdom. On the face of it, release of assets at a value 20% below its liquidation value arrived at by the valuers seems inequitable. Here, we feel the Court ought to cede ground to the commercial wisdom of the creditors rather than assess*



*the resolution plan on the basis of quantitative analysis. Such is the scheme of the Code. Section 31(1) of the Code lays down in clear terms that for final approval of a resolution plan, the Adjudicating Authority has to be satisfied that the requirement of sub-section (2) of Section 30 of the Code has been complied with...*

27. In light of this, we are of the view that this contention of the Personal Guarantor is neither maintainable nor does it have any merit and stands negated.

28. With respect to third issue of alleged profits to the tune of INR 6000 crores earned by CD during CIRP and thereafter, we note that the primary concern of the Personal Guarantor is that if the profits earned by the CD are allocated to creditors as per order of the Adjudicating Authority, which qua this extent was set aside by the Hon'ble NCLAT, but may get upheld by the Hon'ble Supreme court, then the recovery by the Applicant bank will increase, leading to further reduction of the liability of the Personal Guarantor. It has been contended that since the liability is not certain the present proceedings have to await the outcome of the proceedings of the Hon'ble Supreme Court.

29. On this issue and submission, the PG has also filed Application bearing **IA/2260/2024** with the following prayers:

*It is therefore most humbly prayed that this Hon'ble Tribunal may most graciously be pleased to:*

- a. Allow the present application thereby allowing deferment of the present proceedings on account of pendency of the proceedings before the Hon'ble Supreme Court of India in the case titled as **Sanjay Singal v. Punjab National Bank**, being Civil Appeal No. 2192-2193/2021 and other connected Appeals;*
- b. Any other such relief(s) as deemed fit and necessary.*



30. On this, RP has submitted that even if the case taken to be in favour of the Personal Guarantor, still the Liability of the Personal Guarantor would remain to the tune of INR 10246,89,00,000/- which is above the threshold of INR 1000/-. To this Personal Guarantor has submitted that liability of the Guarantor would be limited to the extent liability admitted in CIRP for the CD i.e., INR 9832 crores out of which admittedly INR 4034 Crores have been paid to the Applicant Bank pursuant to approved Resolution Plan.

31. To answer this issue, we rely on discussion in preceding issue that Guarantee Agreement is separate from the loan agreement and both the proceedings i.e., CIRP and proceedings under section 95 are independent and separate from each other. Thus admission of proceedings against Personal Guarantor cannot be said to be dependent upon other proceedings with respect to the Corporate Debtor. In the present case Personal Guarantee is payable on demand and invocation / demand notice was served by the Applicant Bank upon the Personal Guarantor, demanding to repay the outstanding amount. Failure to adhere to the liability invoked under demand notice, is sufficient to trigger proceedings against Personal Guarantor as contemplated under IBC and Personal Guarantor Rules. Whether, a sum recovered from Principal Borrower is inchoate or certain has no bearing upon independent proceedings against the Personal Guarantor and the same if answered in favour the Personal Guarantor would be against the well settled jurisprudence with respect to liability of surety / guarantor.

32. Further even if contention of the Personal Guarantor is taken for consideration, then INR 9832 crores less INR 4034 Crores, is INR 5798 crores as remaining liability of the Personal Guarantor which is well above the threshold provided under section 78 of the Code. Even if compensation for delay of 540 days is allowed against SRA as contended by the PG, the same cannot be adjusted against the Principal sum along



with interest which is due and payable and can best be accounted only for compensation for delay.

33. Furthermore, PG has repeatedly submitted that liability of the Personal Guarantor has been wrongly calculated, on this it is pertinent to discuss section 99 of the Code, which is reproduced herein below:

**99. Submission of report by resolution professional. –**

*(1) The resolution professional shall examine the application referred to in section 94 or section 95, as the case may be, within ten days of his appointment, and submit a report to the Adjudicating Authority recommending for approval or rejection of the application.*

***(2) Where the application has been filed under section 95, the resolution professional may require the debtor to prove repayment of the debt claimed as unpaid by the creditor by furnishing –***

***(a) evidence of electronic transfer of the unpaid amount from the bank account of the debtor;***

***(b) evidence of encashment of a cheque issued by the debtor; or***

***(c) a signed acknowledgment by the creditor accepting receipt of dues.***

*(3) Where the debt for which an application has been filed by a creditor is registered with the information utility, the debtor shall not be entitled to dispute the validity of such debt.*

*(4) For the purposes of examining an application, the resolution professional may seek such further information or explanation in connection with the application as may be required from the debtor or the creditor or any other person who, in the opinion of the resolution professional, may provide such information.*

*(5) The person from whom information or explanation is sought under sub-section (4) shall furnish such information or explanation within seven days of receipt of the request.*



**(6) The resolution professional shall examine the application and ascertain that –**

**(a) the application satisfies the requirements set out in section 94 or 95;**

**(b) the applicant has provided information and given explanation sought by the resolution professional under sub-section (4).**

*(7) After examination of the application under sub-section (6), he may recommend acceptance or rejection of the application in his report.*

*(8) Where the resolution professional finds that the debtor is eligible for a fresh start under Chapter II, the resolution professional shall submit a report recommending that the application by the debtor under section 94 be treated as an application under section 81 by the Adjudicating Authority.*

*(9) The resolution professional shall record the reasons for recommending the acceptance or rejection of the application in the report under sub-section (7).*

*(10) The resolution professional shall give a copy of the report under sub-section (7) to the debtor or the creditor, as the case may be.*

34. The Applicant Bank has claimed total debt to the tune of INR 12275,91,01,862 against the Personal Guarantor as on 31.08.2020, which is stated to be further reduced by INR 4034 crores received pursuant to approved resolution plan. Apart from this, nothing has been provided by the Personal Guarantor to show with specific figures that aforesaid liability has been discharged. So far as the alleged counter claim of the PG is concerned, the same admittedly is on account of alleged breach of the contractual obligations by the Applicant Bank, which we are of the view that does not lie for this adjudicating Authority to decide at this stage as the same may be raised before the RP at the time of collation of claim.



35. Furthermore, as per section 99(2), PG was given due opportunity by the RP to bring proof of repayment however, nothing specific or concrete has been shown by the PG, which would prove that there is nil liability or liability below threshold of INR 1000/- of the PG towards Applicant Bank. Irrespective of submissions of the RP, PG has itself acknowledged its liability to the extent of liability of CD as admitted in CIRP i.e., to the tune of INR 9832 crores, and as on date, out of this admitted liability only INR 4034 crores stands reduced on account of receipt under the approved Resolution Plan of the CD. Thus, the fact that as on date PG has obligation towards Applicant Bank on account of Guarantee Deeds, has not been with specific cogent figures denied by the PG. We also are constrained to note the discussion herein is not meant to accurately determine the liability of the PG, which shall be duty of RP to do based on proper consideration of documents post admission of the matter.

36. Thus contention of PG that liability of PG is wrongly calculated and we should defer the proceedings until outcome in the matter pending before the Hon'ble Supreme Court also stand negated and **IA/2260/2024** accordingly is also **disposed of** in terms of discussion above.

37. On the fourth issue of violation of the provisions of the Indian Contract Act, we find it proper to discuss judgment of the Hon'ble Supreme Court in the matter of **Lalit Kumar Jain vs Union of India** (2021) 9 Supreme Court Cases 321 and the relevant excerpt of which is reproduced herein below:

*108. 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 principal debtor leading to loss of security, would not absolve a guarantor of its liability. In Maharashtra State Electricity Board (supra) the liability of the***



*guarantor (in a case where liability of the principal debtor was discharged under the insolvency law or the company law), was considered. It was held that in view of the unequivocal guarantee, such liability of the guarantor continues and the creditor can realize the same from the guarantor in view of the language of Section 128 of the Contract Act as there is no discharge under Section 134 of that Act. This court observed as follows:*

*“7. Under the bank guarantee in question the Bank has undertaken to pay the Electricity Board any sum up to Rs 50,000 and in order to realise it all that the Electricity Board has to do is to make a demand. Within forty-eight hours of such demand the Bank has to pay the amount to the Electricity Board which is not under any obligation to prove any default on the part of the Company in liquidation before the amount demanded is paid. The Bank cannot raise the plea that it is liable only to the extent of any loss that may have been sustained by the Electricity Board owing to any default on the part of the supplier of goods i.e. the Company in liquidation. The liability is absolute and unconditional. The fact that the Company in liquidation i.e. the principal debtor has gone into liquidation also would not have any effect on the liability of the Bank i.e. the guarantor. Under Section 128 of the Indian Contract Act, the liability of the surety is coextensive with that of the principal debtor unless it is otherwise provided by the contract. A surety is no doubt discharged under Section 134 of the Indian Contract Act 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. But a*



***discharge which the principal debtor may secure by operation of law in bankruptcy (or in liquidation proceedings in the case of a company) does not absolve the surety of his liability (see Jagannath Ganeshram Agarwala v. Shivnarayan Bhagirath [AIR 1940 Bom 247; see also In re Fitzgeorge Ex parte Robson [(1905) 1 KB 462]).”***

111. 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 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.**

38. Further, qua right to subrogate, Hon’ble Supreme Court in “**Essar Steel India Ltd. Committee of Creditors v. Satish Kumar Gupta**, (2020) 8 SCC 531” has noted as follows:

66. Section 31(1) of the Code makes it clear that once a resolution plan is approved by the Committee of Creditors it shall be binding on all stakeholders, including guarantors. This is for the reason that this provision ensures that the successful resolution applicant starts running the business of the corporate debtor on a fresh slate as it were. In *State Bank of India v. V. Ramakrishnan*, 2018 (9) SCALE 597, this Court relying upon Section 31 of the Code has held:

“22. Section 31 of the Act was also strongly relied upon by the Respondents. This Section only states that once a Resolution Plan, as approved by the Committee of Creditors, takes effect, it shall be binding on the corporate debtor as well as the guarantor. This is for the reason that otherwise, Under Section 133 of the Indian Contract Act, 1872, any change made to the debt owed by the corporate debtor, without the surety's consent, would relieve the guarantor from payment. **Section 31(1), in**



**fact, makes it clear that the guarantor cannot escape payment as the Resolution Plan, which has been approved, may well include provisions as to payments to be made by such guarantor.** This is perhaps the reason that Annexure VI(e) to Form 6 contained in the Rules and Regulation 36(2) referred to above, require information as to personal guarantees that have been given in relation to the debts of the corporate debtor. Far from supporting the stand of the Respondents, it is clear that in point of fact, Section 31 is one more factor in favour of a personal guarantor having to pay for debts due without any moratorium applying to save him.”

**Following this judgment, it is difficult to accept Shri Rohatgi's argument that that part of the resolution plan which states that the claims of the guarantor on account of subrogation shall be extinguished, cannot be applied to the guarantees furnished by the erstwhile directors of the corporate debtor.** So far as the present case is concerned, we hasten to add that we are saying nothing which may affect the pending litigation on account of invocation of these guarantees. However, the NCLAT judgment being contrary to Section 31(1) of the Code and this Court's judgment in *State Bank of India (supra)*, is set aside.

39. Further, we seek to discuss the judgment of the Hon'ble NCLAT in the matter of **Jaiprakash Associates Limited v. Jaypee Infratech Limited** (Company Appeal (AT) (Insolvency) No. 548 of 2023 & I.A. No. 2643, 3702 of 2023), relevant excerpt of which is reproduced herein below:

58. The law is thus well settled **that after approval of the Resolution Plan, the Personal Guarantors and Corporate Guarantors have no right of subrogation especially when in the facts of the present case under Clause 34.50 of the Resolution Plan, right of subrogation is expressly extinguished.** The debt against the Corporate Debtor might have extinguished after approval of the Resolution Plan but said consequence shall not be with regard to the Corporate Guarantors and the Personal Guarantors. The same shall be as per the express provisions of the Resolution Plan. We,



*thus, do not find any substance in submission of the Appellant that debt is extinguished under Section 135 and they have right of subrogation under Section 140 and to receive provision of securities under Section 141, cannot be accepted. The question is answered accordingly.*

40. Also the Hon'ble Supreme Court in the case ***BRS Ventures Investment Limited vs SREI Infrastructure Finance Ltd*** Civil Appeal 4565 of 2021 has observed as follows:

*14... 139. Discharge of surety by creditor's act or omission impairing surety's eventual remedy.— If the creditor does any act which is inconsistent with the rights of the surety, or omits to do any act which his duty to the surety requires him to do, and the eventual remedy of the surety himself against the principal debtor is thereby impaired, the surety is discharged.”...*

***15...The provisions regarding the discharge of the surety discussed above show that involuntary acts of the principal borrower or creditor do not result in the discharge of surety***

41. It is thus clear that since the CIRP of the Corporate Debtor was an involuntary process on account of operation of law, surety / personal guarantor cannot claim discharge under section 139 of the Indian Contract Act 1872. In light of the above, we are of the view none of the provisions of the Contract Act is violated and the same has been read in harmony with the provisions of the IBC as discussed in the judgments aforesaid.

42. The Fifth contention i.e., with respect to annulment of shareholding is concerned, it is well settled that Plan is binding on all the stakeholders. Further perusal of the judgments as stated above also shows that approval of resolution plan is operation of law and involuntary process and thus ensuing outcome of the same i.e., annulment of shareholding of erstwhile directors in CD, cannot discharge Personal Guarantor.



43. We move to the next, Sixth and seventh Issue with respect to jurisdiction of this tribunal and pending matter before DRT. On this we note section 60 of the Code, which reads as follows:

*60. Adjudicating Authority for corporate persons. –*

*(1) The Adjudicating Authority, in relation to insolvency resolution and liquidation for corporate persons including corporate debtors and personal guarantors thereof shall be the National Company Law Tribunal having territorial jurisdiction over the place where the registered office of the corporate person is located.*

***(2) Without prejudice to sub-section (1) and notwithstanding anything to the contrary contained in this Code, where a corporate insolvency resolution process or liquidation proceeding of a corporate debtor is pending before a National Company Law Tribunal, an application relating to the insolvency resolution or [liquidation or bankruptcy of a corporate guarantor or personal guarantor, as the case may be, of such corporate debtor] shall be filed before such National Company Law Tribunal.***

***(3) An insolvency resolution process or [liquidation or bankruptcy proceeding of a corporate guarantor or personal guarantor, as the case may be, of the corporate debtor] pending in any court or tribunal shall stand transferred to the Adjudicating Authority dealing with insolvency resolution process or liquidation proceeding of such corporate debtor.***

*(4) The National Company Law Tribunal shall be vested with all the powers of the Debt Recovery Tribunal as contemplated under Part III of this Code for the purpose of subsection (2).*

***(5) Notwithstanding anything to the contrary contained in any other law for the time being in force, the National Company Law Tribunal shall have jurisdiction to entertain or dispose of –***



***(a) any application or proceeding by or against the corporate debtor or corporate person;***

***(b) any claim made by or against the corporate debtor or corporate person, including claims by or against any of its subsidiaries situated in India; and***

***(c) any question of priorities or any question of law or facts, arising out of or in relation to the insolvency resolution or liquidation proceedings of the corporate debtor or corporate person under this Code.***

*(6) Notwithstanding anything contained in the Limitation Act, 1963 or in any other law for the time being in force, in computing the period of limitation specified for any suit or application by or against a corporate debtor for which an order of moratorium has been made under this Part, the period during which such moratorium is in place shall be excluded.*

44. In the present case Resolution Plan for CD has been approved by this Adjudicating Authority and multiple other Applications viz. avoidance applications with respect to the CD are pending as on date and being heard from time to time by this Adjudicating Authority. Thus, this Tribunal is even as on date seized with CIRP of the Corporate Debtor and has jurisdiction to deal with Application(s) that may arise out of implementation of the Plan. Thus, only this Tribunal i.e., NCLT is the Adjudicating Authority in respect of proceedings under section 95 of the Code against Personal Guarantors.

45. Further in view of section 60(3), the matter if any having the same cause shall stand transferred to the NCLT. Since, the matter is already filed before this Tribunal, those pending before the DRT would have to be put under stay on account of Interim Moratorium in terms of section 96 of the Code.



46. With respect to eighth issue on alleged breach of contractual obligations by the Bank, we are of the view that loan agreement was signed in 2015 and if the Personal Guarantor has suffered any loss on account of delay in disbursement of facility by the Applicant Bank, it ought to have raised the dispute before the right court having jurisdiction to decide contractual dispute. We cannot at this stage while deciding the case for admission of the Personal Guarantor, decide whether the loans were timely disbursed to the CD or not as the same is not within the ambit our adjudicatory power at this stage. Nonetheless, it is pertinent to note that CD having availed the facility is not denied and also Guarantee Deed shows that obligation on guarantee is payable absolutely on demand and thus the question whether disbursement was delayed by the Applicant Bank or not can have no bearing upon these present proceedings.

47. In light of the discussion above and upon perusal of the documents on record, we are satisfied that condition of section 95 are met.

48. The following Multiple Guarantee Deeds have been executed as shown in Annexure 9 Colly of the Petition / Application with respect to loan facilities given to the CD by the Applicant Bank:

<b>S. No.</b>	<b>Bank in whose favour, Guarantee rendered</b>	<b>Nature of Loan Facility</b>	<b>Date of Execution</b>	<b>Loan Amount in INR</b>
1.	Consortium of 22 Banks including SBI	Term Loan Facility	25.06.2009	3285 crores
2.	Consortium of 22 Banks	Rupee Term Loan	16.10.2011	3250 crores & subordinate debt of INR 650 crores
3.	Consortium of 20 Banks including SBI	Working Capital	19.03.2016	7910 crores
4.	State Bank of	Overall Limit	21.05.2012	100 crores



	Bikaner and Jaipur			
5.	State Bank of Mysore	Overall Limit	13.08.2012	150 crores
6.	State Bank of Patiala	Overall Limit	24.09.2012	200 crores
7.	State Bank of India	Facility Agreement	24.01.2013	750 crores
8.	State Bank of Patiala	Overall Limit	26.03.2013	200 crores
9.	State Bank of Hyderabad	Overall Limit	26.03.2013	200 crores
10.	State Bank of Bikaner and Jaipur	Overall Limit	26.03.2013	150 crores
11.	State Bank of Mysore	Overall Limit	18.06.2013	150 crores
12.	SBI	Facility Agreement	21.09.2013	1500 crores
13.	SBI	Facility Agreement	12.03.2014	4760 crores
14.	SBI	Overall Limit	18.04.2015	5248.29 crores
15.	State Bank of Bikaner and Jaipur	Overall Limit	28.04.2015	77 crores
16.	State Bank of Mysore	Overall Limit	18.05.2015	158.83 crores
17.	SBI	Guarantee Facility Agreement	18.08.2015	-
18.	State Bank of Hyderabad	Overall Limit	18.09.2015	401.91 crores

49. Perusal of Guarantee Deeds show that the liability under the Guarantee deed is payable on demand. The Applicant invoked Personal Guarantee of the Respondent vide demand notice dated 13.02.2018 (Annexure 2 in the RP's Report). Since the Guarantee obligation is payable on demand, the limitation period would begin from this date of invocation of Guarantee as discussed above in light of the case of *Pooja*



*Ramesh Singh (Supra)*. Hence period of limitation would begin from 13.02.2018 in the present case. The Applicant Bank had issued statutory demand notice dated 31.08.2020 in terms of Rule 7 of Insolvency & Bankruptcy (Application to Adjudicating Authority for Insolvency Resolution Process of Personal Guarantors to Corporate Debtor) Rules 2019 (Annexure 3 in RP's Report), demanding total outstanding debt of INR 12275,91,01,862/-. Respondent replied to the demand notice vide letter dated 15.09.2020 and raised various contentions as discussed above decided herein above.

50. Further, in current proceedings fair opportunity of hearing has been given to the Personal Guarantor – Respondent as required under the Law. While Personal Guarantor has raised multiple contentions, which we have discussed above, it has failed to produce anything to show that it has honoured its obligation under the Guarantee Agreement. Thus, we are of the view that this Application has satisfied all the conditions and is fit to be admitted.
51. Also the RP has stated that Application is complete and satisfies the requirement of Section 95 of the Code and has recommended in favor of the admission of Insolvency Proceedings against these Personal Guarantor. The RP's recommendation as given in supplementary report is extracted below:

*11. In light of the aforesaid reasons, the undersigned states that after due consideration of all the submissions/ objections raised by the Personal Guarantor, the undersigned is of the view that the present Application is maintainable as it meets the requirements of the Code and the Personal Guarantor Rules, as is provided in this report. Further, the undersigned sent an email dated May 10, 2024 to the Applicant asking them to confirm the outstanding liability of Personal Guarantor as on December 5, 2023, i.e. date of appointment of the undersigned as the Resolution Professional and the Applicant vide its email dated May 14, 2024 has confirmed that the outstanding liability*



*as on December 5, 2023 (i.e. the date of pronouncement of the Order appointing Resolution Professional), is INR 11,497.89 Cr. which is more than the threshold limit prescribed in the Code. In view of the foregoing, this Hon'ble Tribunal may kindly be pleased to:*

- a) pass appropriate orders under Section 100 of the Code, "ADMITTING" the present application filed by State Bank of India through the Resolution Professional in CP No. 157 (PB)/ 2021*
  - b) declare "Moratorium" under Section 101 of the Code; and*
  - c) issue "Public Notice" for inviting the claims under Section 102 of the Code; and*
- pass any such other orders as this Hon'ble Tribunal may deem appropriate in the interest of justice.*

52. In view of above discussion, we are inclined to accept this report of the RP to admit the Personal Guarantor to Insolvency Resolution Process. Accordingly, the application filed is admitted under Section 100(1) of the Code.
53. The interim moratorium commenced upon filing of this Application is vacated and a fresh moratorium in terms of Section 101 of the Code shall commence. RP is directed to take all further steps in accordance with Part III, Chapter III of the Code.
54. The RP is directed to issue public notice on our behalf in terms of Section 102 and to invite the claims from the creditors at large. For this purpose, he will be paid a consolidated amount of ₹5,00,000/- (Rupees Five Lacs Only) by the Applicant Bank i.e., State Bank of India to meet the cost arising out of issuing public notice and inviting claims etc. with respect to both the connected matters viz. CP(IB)/156(PB)/2021 and CP(IB)/157(PB)/2021.



55. Copy of this admission order along with the report of RP be made available to Applicant Bank and all other creditors, if any in terms of Section 100(3) of the Code, by the RP.
56. **CP(IB)/157(PB)/2021** is **Admitted**.  
**IA-151/2024** and **IA-2594/2024** are **Disposed of** in terms of above order.  
**IA-2260/2024** is **Disposed of** as per paragraph 36 of this order.
57. Copy of this order be also sent to IBBI by the Registry.

**Sd/-**  
**(RAMALINGAM SUDHAKAR)**  
**PRESIDENT**

**Sd/-**  
**(AVINASH KUMAR SRIVASTAVA)**  
**MEMBER (TECHNICAL)**