



IN THE NATIONAL COMPANY LAW TRIBUNAL
HYDERABAD BENCH - II

IA (IBC) (Plan) No. 20 of 2024 in
CP (IB) No.306/10/HDB/2017
u/s. 30(6) of IBC, 2016

In the matter of
M/s NSL Nagapatnam Power and Infratech Limited,
Corporate Debtor

Between:

Mr Navneet Kumar Gupta,
Resolution Professional of
M/s NSL Nagapatnam Power and Infratech Ltd.,
NSL Icon, 4th Floor, Door No.8-2-684/2/A,
Plot No. 1 to 4, Road No. 12, Banjara Hills,
Hyderabad – 500 034.

....Applicant

And

1. Committee of Creditors of
M/s Nagapatnam Power and Infratech Limited,
Through M/s PTC India Financial Services Limited,
8th Floor, Telephone Exchange Building,
8 Bhikaji Cama Place,
New Delhi – 110 066.
2. Rungta Mines Limited,
Successful Resolution Applicant
8A Express Tower, 42A Shakespeare Sarani,
Kolkata – 700 017.
3. Odisha Industrial Infrastructure Development Corpn.,
IDCO, Land Division, IDCO Towers, Janpath,
Bhubaneswar – 751 022.
4. Mandava Rao Prabhakara
Alias : Prabhakar Rao Mandava,
Mandava Prabhakar Rao
Plot No 543, House No 8-2-293/82/A543,
Road No 26, Jubilee Hills,
Hyderabad – 500 033.



5. Ramakoteswara Rao Kommalapati,
8-2-268/R/11/A, Plot No 11,
Navodaya Co-operative House Building Society,
Road No 2, Banjara Hills,
Hyderabad – 500 034.
6. Sourirajan Srinivasan,
Flat No B2, Crimson Square 6,
Karpagambal Nagar Main Road,
Mylapore,
Chennai – 600 004.

....Respondents

Date of order : 27.05.2025

CORAM:

Sri Rajeev Bhardwaj, Hon'ble Member (Judicial)
Sri Sanjay Puri, Hon'ble Member (Technical)

Counsel present:

Mr Krishna Grandhi, Ld Senior Counsel along with Mr Pulkit Deora &
Ms Anjali Soni for the Applicant/RP

Mr S Niranjan Reddy, Ld Senior Counsel along with Ms Shreya Sircar
and Mr Kunal Saini for CoC

Mr Vivek Reddy, Ld Senior Counsel along with Mr Amir Bavani &
Ms Rishika Kumar for SRA

Mr Avinash Desai, Ld Senior Counsel along with Mr VVSN Raju &
Mr Srikanth Rathi for R4

Mr Sravan Kumar and Ms Manjushree Mitra for R5 & R6

PER: BENCH
ORDER

1. This Application is filed by the Resolution Professional (RP) of the
Corporate Debtor (CD) M/s NSL Nagapatnam Power and Infratech
Limited under Section 30(6) of the IBC read with Regulation 39 of



IBBI (Insolvency Resolution Process for Corporate Persons) Regulations 2016, seeking approval of Resolution Plan submitted by the Successful Resolution Applicant, as approved by the Committee of Creditors (CoC).

Application

2. The CD was admitted into Corporate Insolvency Resolution Process (CIRP) by this Tribunal vide Order dated 18.01.2018 in the Company Petition No. 306 of 2017 filed under Section 10 of IBC, wherein Mr Venkateswarlu Kari was appointed as Insolvency Resolution Professional (IRP).
3. It is submitted that, in compliance with the aforesaid Order, the IRP issued the public announcement in Form-A on 30.01.2018, inviting claims from the creditors of the CD. Following the public announcement, the IRP constituted the CoC with a single Financial Creditor, namely Indian Overseas Bank (IOB), and subsequently submitted the Report dated 20.02.2018 before this Tribunal.
4. During the first CoC meeting held on 28.02.2018, confirmed the appointment of erstwhile IRP as RP by 100% voting.
5. Following claims were submitted by various creditors of the CD and were verified by the erstwhile RP. Subsequently, the verified claims were modified in accordance with the orders issued by this Tribunal, the Hon'ble NCLAT and the Hon'ble Supreme Court of India.
6. **The summary of the claims as on 03.07.2024 is as follows:**

S No	Type of Creditor	Amount of Claim received (Rs)	Amount admitted (Rs)
01	Secured financial creditors (other than financial creditors belonging to any class of creditors)	198,23,90,610	198,23,90,610
02	Unsecured financial creditors (other than financial creditors belonging to any class of creditors)	22,05,91,077	11,80,39,077
03	Operational creditors (Employees)	5,91,95,242	3,13,90,879



04	Operational creditors (Government dues)	44,02,65,820	43,90,55,859
05	Operational creditors (other than workmen, employees and Govt. dues)	1,97,84,680	1,35,32,721
	Total :	272,22,27,429	258,44,09,146

7. In compliance with the Regulation 13(2), the list of creditors was updated from time-to-time, and displayed on the CD's website for stakeholders' inspection purpose, and also filed on the IBBI's website.
8. It is submitted that IA. No. 71 of 2018 was filed by Mandava Holdings Private Limited (MHPL) and IA. No. 48 was filed by PTC India Financial Services Ltd. (PIFSL) before this Tribunal to seek their claims from the CD, which had not been considered by the erstwhile RP due to their disputed nature. Whereas, this Tribunal decided on the matter vide its order dated 06.07.2018, following which, an appeal was preferred before the Hon'ble NCLAT in Company Appeal (AT) (Ins.) No. 450 of 2018, which was disposed of vide its order¹ dated 20.06.2019. Subsequently, the issue between MHPL and PISFL was appealed before the Hon'ble Supreme Court in Civil Appeal No. 5443/2019, and an interim stay on the CIRP was granted in its order dated 19.07.2019.
9. Thereafter, the Civil Appeal No. 5443/2019 was allowed by the Hon'ble Supreme Court, vide its order² dated 12.05.2022, wherein it was held that MHPL is not secured creditor of the CD and PIFSL has rightly made a claim as financial creditor of the CD.
10. It is submitted that, due to the stay on the CoC proceedings, the erstwhile RP was unable to proceed with the CIRP. Furthermore, as resolved by the CoC, the RP filed multiple applications before this Tribunal seeking an extension of the CIRP period. These applications

¹ Pages 267 to 281 of the Application

² Pages 282 to 367 of the Application (Annexure A-8)



were allowed by this Tribunal from time-to-time, with the most recent extension being until 01.09.2024.

11. On 02.01.2023, the erstwhile RP reconstituted the CoC, and submitted the updated list of creditors before this Tribunal:

S No	Name of the Creditor	Voting share (%)
01	PTC India Financial Services Limited	85.35
02	Indian Overseas Bank	14.65
Total :		100

12. The Applicant appointed the Registered Valuers in accordance with Regulation 27 of the CIRP Regulations, viz:

- KKCA Valuers LLP
- Fidem Corporate Advisors LLP

13. Thereafter as resolved by the CoC in its 9th meeting, the Applicant RP on 21.11.2023 published the Invitation for Expression of Interest (EoI) in prescribed Form-G, with the last date for receipt of expression of EoI as 06.12.2023.

14. The Applicant vide letter dated 22.11.2023 appointed SLO Technologies Private Limited as the Transaction Auditor, to conduct Transaction Audit of the CD and identify avoidable transactions as specified under Section 43, Section 45, Section 50 and Section 66 of the Code.

15. After receiving EoIs from five Prospective Resolution Applicants (PRAs), the Applicant issued the Provisional List of PRAs on 16.12.2023 and the Final List on 30.12.2023. Additionally, through a report dated 29.01.2024, the Applicant submitted an updated list of creditors to the Insolvency and Bankruptcy Board of India (IBBI).



16. In accordance with the resolution passed at the 9th CoC meeting, the Applicant issued the Request for Resolution Plan (RFRP), along with the evaluation matrix and the Information Memorandum, on 04.01.2024.
17. Subsequently, as approved by the CoC in its 11th meeting, the Applicant appointed Chartered Accountants, Bagchi and Gupta, to conduct due diligence on the PRAs under Section 29A of the Code vide letter dated 02.02.2024.
18. The summary of Valuation Reports³ received from the Registered Valuers, is as follows:

(Rs Crores)

Particulars	KKCA Valuers LLP			Fidem Corporate Advisors LLP		
	Book value as on 31.03.2023	Fair Value	Liquidation value	Book value as on 31.03.2023	Fair Value	Liquidation value
Securities and Financial Assets	213.74	23.88	16.83	213.75	41.11	14.83
Land and Building	135.86	54.88	32.93	135.86	50.30	--
Plant and Machinery and other assets	268.61	--	--	0.02	0.01	--
Total :	618.21	78.76	49.76	349.63	91.42	14.83

19. The Applicant received Resolution Plans from the PRAs as below:
- i) Orissa Metallurgical Industry Private Ltd, (Dt. 16.02.2024)
 - ii) Rungta Mines Limited, (Dt. 19.02.2024)
 - iii) Vedanta Limited dated, (Dt. 19.02.2024)
20. It is further submitted, that during the 13th CoC meeting on 20.02.2004, it was observed that there was a significant difference in the Valuation Reports submitted by the valuers. The Applicant informed the CoC members that, as per Regulation 35(1)(b) of the

³ Pages 625 to 752 of the Application



CIRP Regulations, if two valuation estimates for an asset class differ significantly, or if the CoC proposes the appointment of a third Registered Valuer, the RP may appoint a third Registered Valuer to provide an estimate of the asset's value, calculated in accordance with Clause (a).

21. Accordingly, as resolved by the CoC in its 13th meeting, the Applicant RP vide letter dated 29.02.2024, appointed a third set of Valuers: Deepak Barisal for Land & Building, Pradeep Kumar for Plant & Machinery, and Manish Chandra for Securities & Financial Assets. Subsequently, Valuation Reports⁴ were submitted by them to the Applicant.
22. Furthermore, based on the recommendation of the CoC, the Applicant RP appointed Ms. Vanita Aggarwal as a Registered Valuer to conduct the Feasibility and Viability Study and evaluate the Resolution Plans submitted by the PRAs.
23. **The summary of the Valuation Reports is as follows:**

(Rs Crores)

Asset Class	Book Value as on 31.03.2023	Fair Value	Liquidation Value
Securities and Financial Assets	213.70	24.60	24.10
Land and Building	135.86	50.08	--
Plant and Machinery and other assets	--	--	--
Total :	349.56	74.68	24.10

24. In due course, the Applicant received Due Diligence Report⁵ dated 18.03.2024 from Bagchi & Gupta, Chartered Accountants, which confirmed that all three Resolution Applicants - Orissa Metallurgical Industry Private Limited, Rungta Mines Limited and Vedanta Limited – were eligible under Section 29A of the IBC as of the report's submission date.

⁴ Pages 782 to 854 of the Application

⁵ Pages 855 to 877 of the Application



25. Further, in accordance with the resolution passed during the 16th meeting of the CoC regarding the inclusion IDCO in the list of creditors as an unsecured operational creditor for the payment of its outstanding dues, the Applicant updated the list of creditors on 03.05.2024. The updated list was submitted before this Tribunal and was allowed vide order dated 13.06.2024.
26. The Transaction Audit Report⁶ dated 19.06.2024, was also submitted by M/s SLO Technologies Private Limited, where the Transaction Auditor identified that a significant portion of the bridge loan provided by PTC India Financial Services Limited to the CD in March 2014, had been transferred from the CD's bank account to the accounts of other companies.
27. Furthermore, the Transaction Auditor discovered that the erstwhile management of the CD had engaged in the following avoidable transactions, which were deemed to have defrauded creditors:
- Transfer of Rs 74,95,42,553 to Mandava Holdings Pvt Ltd (Indirect holding concern of the Corporate Debtor).
 - Transfer of Rs 28,37,00,000 to NBL Energy Ventures Pvt Ltd (Earlier NSL Nagapatnam Power Ventures Pvt Ltd) (NNPVPL), parent company of the CD.
 - Transfer of Rs 6,00,00,000 to Windage Power Co Pvt Ltd (a subsidiary of NSL Renewal Power Pvt Ltd, the majority shareholder of which is Sri Mandava Rao Prabhakar).
28. The Applicant RP based on his assessment of the transaction audit report, books and records of the CD, formed an opinion and made a determination, and lodged applications for avoidance of certain transactions before this Tribunal dated 09.07.2024 and 31.07.2024, vide Diary No 3607130/02260/2024 and Diary No

⁶ Pages 924 to 994 of the Application



3607130/02624/2024 of 2023, which are presently pending consideration before this Tribunal.

29. In its 18th CoC meeting held on 24.06.2024, the CoC approved the CIRP cost for a period of 120 days beyond the expiry of 330 days from the RP's appointment to ensure that the CD remains as a going concern.
30. In the 19th CoC meeting, it was decided that, the last date for the submission of modified Resolution Plan would be 09.07.2024.
31. On 05.07.2024, the Applicant vide email, invited the Resolution Applicants to submit their modified Resolution Plans, incorporating their best commercial offer and updated Sections to ensure compliance with the Code, Regulations, and the RFRP, not later than 09.07.2024.
32. On 09.07.2024, the Applicant received three modified Resolution Plans from the following Resolution Applicants:
 - Orissa Metallurgical Industry Private Limited
 - Rungta Mines Limited
 - Vedanta Limited
33. The legal counsel, in his email⁷ dated 16.07.2024 opined that, only one out of three Resolution Plans submitted, was in compliance with Section 30(2) of the Code, Regulation 37, 38 and 39(1) of the CIRP Regulations and the RFRP, viz. the revised Resolution Plan submitted by Rungta Mines Limited.
34. **As per the Feasibility and Viability Study Report⁸, the summary of the Resolution Plans is as below:**

⁷ Pages 1025 to 1099 of the Application

⁸ Pages 1100 to 1148 of the Application



Criteria	Maximum Score	Rungta Mines Limited	Vedanta Limited	Orissa Metallurgical Industries Private Limited
(A) Quantitative				
Upfront cash payment	35	35	0	26.5
NPV of cash paid on deferred payment basis	25	25	1.76	18.9
Fresh capital infusion for improving business operations	10	0	10	0
Total (A)	70	60	11.76	45.4
(B) Qualitative				
Standing of RA in Power and Infrastructure Sector	10	10	10	10
Ability to turn around stressed companies	10	0	10	10
Reasonableness of financial projections	10	10	10	10
Total (B)	30	20	30	30
Total (A+B)	100	80	41.76	75.4
Rank		I	III	II

35. In its 20th meeting held on 16.07.2024, the CoC members discussed the feasibility and viability of the Resolution Plans submitted by the Resolution Applicants. Subsequently, on 19.07.2024, the Applicant shared the Minutes of the 20th meeting and requested the CoC members to cast their votes within the stipulated voting window, which was set to begin on 19.07.2024 at 03:00 PM and close on 26.07.2024 at 03.00 PM. However, upon requests from the CoC members, the voting window was extended until 6.00 PM on 01.08.2024.
36. Subsequently, the voting window closed on 01.08.2024. Upon reviewing the results of the electronic voting, the CoC resolved to



approve the revised Resolution Plan submitted by Rungta Mines Limited, with 85.35% majority in favour.

37. **Brief contours of the approved Resolution Plan of Rungta Mines Limited are as below:**

S No	Particulars	Proposal
01	Total resolution debt	Rs 258,44,09,146
02	Total resolution amount	Rs 169,32,09,900
03	Infusion of Fund	The entire resolution amount will be infused by the Resolution Applicant / and / or their Nominee/SPV by way of equity/quasi equity.
04	CIRP cost	The actual CIRP cost approved by the CoC shall be paid in priority within 60 days from the effective date.
05	Payment to workmen and employees	Upfront amount of Rs 31,39,088 shall be paid in priority to the workmen and employees within 60 days from the effective date.
06	Payment to operational creditors	Upfront amount of Rs 44,00,70,812 shall be paid in priority to the operational creditors within 60 days from the effective date.
07	Payment to dissenting financial creditors	The dissenting financial creditors shall be paid as per the code.
08	Payment to secured financial creditors	Upfront payment of Rs 125,00,00,000 shall be paid as full and final settlement.
09	Payment to unsecured financial creditors	No payment proposed to the unsecured financial creditors being the related party.
10	Payment to related party	Nil
11	Other creditors	Nil
12	Capex	Up to Rs 2,000 crores over a period of time which may increase or decrease depending on viabilities/ assessments carried out by the RA after resuming the control of the Corporate Debtor.



38. Following the approval of the Resolution Plan⁹ by the CoC, the Applicant issued a Letter of Intent (LoI)¹⁰ dated 02.08.2024, which was unconditionally accepted by the Successful Resolution Applicant (SRA) on the same day and conveyed to the Applicant by email.
39. Further, the SRA has submitted a Performance Bank Guarantee¹¹ for an amount of Rs 16,93,20,990 in favour of Respondent No.1 in compliance with Regulation 39(4) of the CIRP Regulations, the RFRP, and the LoI.
40. As per Section 30(6) of the Code, the RP is required to submit the Resolution Plan approved by the CoC to the Adjudicating Authority for approval under Section 31(1) of the Code. Accordingly, since the Resolution Plan submitted by Rungta Mines Limited has been duly approved by the CoC with 85.35% majority, the present Application is being filed by the Applicant, seeking approval of the Adjudicating Authority under the Code.
41. It is submitted that, the aforementioned Plan has been approved taking into consideration all the stakeholders as well as creditors of CD equated with the revival of the CD. It is also submitted that, it shall be in the best interest of all the stakeholders including creditors as well as the CD, if the said Resolution Plan is approved by the Adjudicating Authority without any modification.
42. With the above submissions, the Applicant RP prays this Tribunal to;
- a) Allow the present application, approving the Resolution Plan as approved by the CoC.
 - b) Pass appropriate orders/directions grant such reliefs and concessions sought by the SRA in the Resolution Plan as approved by the CoC.

⁹ Pages 63 to 186 of the Application

¹⁰ Pages 187 to 197 of the Application

¹¹ Pages 193 to 197 of the Application



Objections

43. This (Plan) IA has been filed by arraying following respondents. All these were afforded an opportunity to submit their responses to the Resolution Plan submitted by the SRA, as approved by the CoC and presented through the present application.

- Respondent No. 1: **Committee of Creditors**
No Objection to the Resolution Plan
- Respondent No. 2: **Rungta Mines Limited, SRA**
No Objection to the Resolution Plan. Submitted responses to the objections raised by other Respondents
- Respondent No. 3: **Odisha Industrial Infrastructure Development Corporation (IDCO)**
Conveyed no objection to the Resolution Plan.
- Respondent No. 4: **Mandava Rao Prabhakara, Suspended Director**
Several issues have been raised by Respondent No.4, which are addressed in the following part of this order.
- Respondent No. 5: **Ramakoteswara K Rao, Suspended Director** (resigned on 02.09.2020), and
- Respondent No. 6: **Sourirajan Srinivasan, Suspended Director** (resigned on 20.02.2018)

No specific objections to the Resolution Plan have been stated by these two erstwhile Directors of the CD, who had tendered their resignations during CIRP.

It is argued on behalf of the RP that, their resignation being effective from the date of his resignation, they were not needed to be included as a Respondent, which was done inadvertently.

Having been arrayed so, Respondent No. 5 & 6 have



raised issued in connection with the 20th CoC meeting, which are subject matter of IA No. 1724/2024 that has been dismissed.

Objections by Respondent No.4 (R-4)

44. The objections raised by Respondent No. 4 have been duly heard and carefully considered in the light of the responses submitted by the Resolution Professional (RP) and the Successful Resolution Applicant (SRA). These are dealt-with hereunder:

Information Memorandum

45. It has been submitted by R-4 that the Information Memorandum (IM) was prepared on 04.01.2024, prior to the availability of the fair value and liquidation value with the Resolution Professional. This factual position, however, does not amount to a violation of the applicable legal framework.
46. Here we agree with the submission of the Applicant RP, that absence of the valuation reports at the time of preparing the IM does not compromise the fairness or integrity of the CIRP. As rightly pointed out by him, under Regulation 35(2) of the CIRP Regulations, the valuation reports are required to be disclosed to the members of the Committee of Creditors only after the resolution plans are opened and subject to the receipt of a confidentiality undertaking. Accordingly, the non-availability of valuation reports at the IM stage does not vitiate the conduct of the CIRP.
47. Moreover, Regulation 36(2) of the CIRP Regulations, which prescribes the contents of the Information Memorandum, was amended with effect from 01.01.2018 to omit clauses (j) and (k), which had previously mandated the inclusion of liquidation value and related particulars. Therefore, the absence of such valuations in the IM, as prepared in the present case, is not in contravention of the prevailing regulations.



Updated List of Creditors

48. Another objection raised also pertains to the IM and the Request for Resolution Plan (RFRP) issued on 04.01.2024, alleging that the latest list of creditors was not available at the time, thereby rendering the Resolution Plan defective and based on outdated information.
49. However, this assertion is factually incorrect. The updated list of creditors—compiled pursuant to the directions of the Hon’ble Supreme Court¹²—was duly made available and placed before the 7th meeting¹³ of the Committee of Creditors (CoC) held on 24.05.2023. This updated list was also brought to the attention of this Tribunal by PTC India Financial Services Ltd. through I.A. No. 987 of 2023, dated 08.06.2023.

20th CoC Meeting on 16.06.2024 Para-D

50. It has been alleged that the suspended director of the Corporate Debtor, i.e. R-4, was not provided with copies of the resolution plans prior to their consideration in the 20th CoC meeting held on 16.07.2024. It is further alleged that during the said meeting, the authorised representative of the suspended board was asked to leave, thereby preventing the Respondent from participating in the discussion or raising objections.
51. These issues form the subject matter of **I.A. No. 1724 of 2024** and have been dealt with separately in that application, which has been dismissed.

OTS Proposals by the Suspended Management

52. It is submitted by Respondent No.4, that after the admission of Mandava Holdings Pvt. Ltd. (the holding company of the CD) into CIRP, the holding company engaged with the CoC of the CD to propose One-Time Settlement (**OTS**), supported by an earnest money deposit of

¹² Copy of the SC order dated 12.05.2022 at Annexure A-8 of the Application

¹³ Minutes of 7th CoC – relevant part at Page 374-375 of the Plan IA No. 20/2024



Rs. 4.5 crores, which remained with PFS¹⁴ and was extended periodically. Despite an improved OTS offer made on 17.10.2023, PFS rejected it on 30.10.2023.

53. The rejection was challenged before the Hon'ble High Court of Telangana via W.P. No. 20620 of 2024, claiming it was arbitrary and contrary to recommendations. Notwithstanding the High Court's explicit direction on 31.07.2024 to refrain from taking any final decision, it is alleged that PFS proceeded to approve the Resolution Plan submitted by the RP on 01.08.2024.
54. It is however noted that, during the pendency of W.P. No. 20620 of 2024, Respondent No.4 submitted fresh OTS proposals¹⁵ dated 31.07.2024 and 24.09.2024 under Section 12A of the IBC, read with Regulation 30A, directly to the individual constituents of the CoC, namely PFS and Indian Overseas Bank.
55. Regardless, the writ petition No. 20620 of 2024 was dismissed by the Hon'ble Single Judge of the High Court on 24.12.2024. Aggrieved by the dismissal, the petitioner had filed Writ Appeal No. 59 of 2025, which was also dismissed on 17.02.2025 with the observations that:

“The learned NCLT Shall decide the matter after hearing the parties, in accordance with law, on its own merit, without getting mechanically influenced by any findings given in the impugned order by the learned Single Judge”

56. Accordingly, the issues pertaining to the OTS proposals submitted by the suspended management of the CD have been dealt with separately by this Authority in **I.A. No. 257 of 2025**. The contentions raised by Respondent No. 4 regarding these proposals and their effect on the Resolution Plan have been duly considered and rejected.

Land of 308.58 acres

¹⁴ PTC India Financial Services Ltd – Financial Creditor and the Member of CoC with 85.35% voting share

¹⁵ Reportedly, another OTS proposal dated 26.07.2024, was considered and rejected by PTC's Board on 30.07.2024 after 'detailed deliberations'. [Page 10 & 11 of the counter-reply on behalf of PFS in IA No. 257 of 2025]



57. The core allegation is that the RP deliberately omitted 308.58 acres of vested land—acquired and paid for by the Corporate Debtor—from the IM and valuation reports, despite being aware of its existence. This omission allegedly undervalued the Corporate Debtor and enabled approval of a Resolution Plan involving a substantial haircut and a proposed business shift from power to steel, which may violate existing lease terms. The RP is also accused of procedural lapses, thereby rendering the Resolution Plan non-compliant with the IBC and liable for rejection under Sections 30(2)(b), (e), and (f).
58. The objection that the Resolution Applicants (RAs) were not informed about the 308.58 acres of land allegedly belonging to the Corporate Debtor is factually incorrect. In the Information Memorandum of 04.01.2024 an additional parcel of land was mentioned, in ‘Project Details’ in the following manner¹⁶:

We have been recently informed that, there is another large piece of land which was in process of being finally acquired by Mahanadi Aban Power Company Limited through IDCO/LAO/Collector in respect of the village Jagannathpur, Sanascotland, Badascotland, and Ghantapada for which there is outstanding demand of Rs 21.07 crores approximately representing ex-gratia. This is over and above the sanctioned land compensation. We advise the prospective buyers to closely liaise with IDCO to understand this transaction in more details.

59. Later, in 15th CoC meeting¹⁷ on 26.03.2024, the RP had disclosed the existence of this land—discovered during a site visit in January 2024 and spanning four villages—along with the pending execution of the Deed of Agreement between the Collector and IDCO. It was reported in that meeting by the RP that:

“The Corporate debtor had acquired 455.30 Approx acres of land through a scheme of Amalgamation with Mahanadi Aban Power Company Limited (MAPCL) in the year 2012 to implement the 2X660 MW Tentulei Thermal Power Project in Odisha. For this, the

¹⁶ Page 19 of the Information Memorandum: At page 48 of the RP’s response to the objections of R-4

¹⁷ Page 878 to 894 of the Plan Application (p. 890)



coal linkage facility was also allotted to the Corporate Debtor by Mahanadi Coalfields Limited (MCL) by way of letter of assurance ("LoA"), which was subsequently cancelled by them vide their letter dated 26th April 2022

Further in the said matter, during his visit to Tentulei village under Talcher Tahasil of Angul District, Odisha in the month of January 2024, the Resolution Professional had discovered an additional piece of land measuring 308.58 acres covering 4 villages i.c. Jagannathpur (152.15 Acres), Sanascotland (33.58 Acres), Badascotland (62.48 Acres) & Ghantpada (60.37 Acres) which are pending for execution & registration of Deed of Agreement between Collector & IDCO.

Additionally, he had informed about a demand letter dated 01.03.2024 from IDCO regarding outstanding dues of approximately Rs. 43.38 crores and, as advised by the CoC, undertook to share the said letter with the RAs for their reference. As recorded in the minutes of that meeting:

In reference to the same, the RP is also in receipt of demand letter dated 01 March 2024 from Odisha Industrial Infrastructure Development Corporation (IDCO) pertaining to payment of outstanding dues to the tune of 43.38 Crores (Approx). Further, on the advice of the CoC members, the RP will share the said demand letter with the Resolution Applicants for their reference.”

60. Through letter¹⁸ dated 12.06.2024, IDCO further clarified the position as follows,

NO.HO/P&A-LA-E-4572/06/ Vol-III/ 17374 Dated :- 12-06-2024
To
Mr. Navneet Kumar Gupta,
Resolution Professional,
IBBI Reg. NO.IBBI/IPA-001/IP-P00001/2016-2017/10009
Unit-2,Block DI, Golf Link, Sector 23B, Dwarka, New Delhi-110077.
(Email-cirpofnnDail@minervaresolutions.com/ navneet@minervaresolutions.com)
Sub:- Request for consideration of outstanding dues of IDCO with reference to the acquisition of Pvt. land patch measuring Ac.308.58.
Ref:- 1-Your e-mail dtd.13.05.2024.
2-IDCO letter No.7250, Dtd.01.03.2024.
Sir,
With reference to the subject cited above, it is to inform you that, IDCO had filled land acquisition case before Land Acquisition Officer, Angul for the Project Proponent (M/s.

¹⁸ Page 431 of the Response of the Applicant RP to the Objections of Respondent No. 4



Mahanadi Aban Power Company Ltd.) for two land patches consisting of Ac.455.300 & Ac.308.58.

For the land measuring Ac.455.300 the claim of IDCO has been duly considered by the Hon'ble NCLT in the CIRP process. However, for the land patch measuring ac.308.58 the claim of IDCO has not been considered.

It is to also inform that, as per Land Acquisition Officer, Angul for the land acquisition of proposed area of Ac.308.58, the award has been duly passed. However, due to non-payment of remaining compensation i.e decretal amount, registration fees, ex-gratia, etc by the project proponent the land could not be registered/acquired. It is to mention that IDCO has already deposited the compensation amount with Land acquisition Officer, Angul for the proposed land acquisition of Ac.308.58.

In view of the above, you are [hereby] requested to place the claim of IDCO before the Hon'ble NCLT with respect to the land patch measuring to ac.308.58

Yours faithfully,

-Sd-

Chief General Manager (Land)

and this letter from IDCO was duly shared with the PRAs, by the Applicant RP, through emails¹⁹ dated 27.06.2024.

61. The 308.58 acres of land, spread across four villages, constituted at best a contingent asset of the Corporate Debtor. Information regarding this land was transparently disclosed to all Prospective Resolution Applicants (PRAs) by the Resolution Professional. IDCO's position and its claims relating to this land were duly considered by all PRAs, including the Successful Resolution Applicant (SRA), in the formulation of their respective Resolution Plans. In this context it is also noted that the Resolution Plan placed before us through the present IA provides for the upfront payment of IDCO's claimed dues amounting to Rs. 43.38 crores²⁰, which reportedly includes Rs. 21.01 crores towards the outstanding liabilities related to the 308.58 acres of land.
62. Accordingly, the objection that this parcel of land was ignored or not taken into consideration in the process of finalising the Resolution Plan is found to be without merit and is hereby rejected. Related objection that he said land of 308.58 acres was not included in the

¹⁹ Pages 428, 429 & 430 of the RP's Response to the Objections of Respondent No.4

²⁰ Page 33 of the Resolution Plan: at Page 95 of the Plan Application



asset memorandum is also without merit, as for the reason of pending dues, this land was never registered in the name of the CD.

Change of Land Use & Change of the Business of the CD

63. It is alleged that the Resolution Plan proposes establishing an integrated steel plant with a captive power plant on land originally leased by IDCO specifically for a 1320 MW power project. However, the lease deed restricts land use to the original power-related purpose. The proposed scaling down of the power component to 2x100 MW raises concerns that the land allotment may be significantly reduced or revoked. This deviation suggests that the Resolution Applicant's intent is not to revive the Corporate Debtor's original business but to repurpose the land for unrelated commercial use, thereby defeating the core objective of the IBC, which is the revival of the Corporate Debtor.
64. While this issue has already been raised in **I.A. No. 256 of 2024** and duly addressed, it is pertinent to refer to the judgment of the Hon'ble NCLAT in **Next Orbit Ventures Fund**²¹. In that case, the NCLAT, quoting the Supreme Court's decision in **ArcelorMittal**²², reiterated that *"if there is a Resolution Applicant who can continue to run the Corporate Debtor as a going concern, every effort must be made to try and see if this is possible."*
65. Hon'ble NCLAT however further clarified that the term *"'Going concern' does not mean that the nature of the business cannot be changed with an objective to 'add value' or 'create synergy'. If it is viewed in this perspective, it would be interpreting the word 'going concern' in a very narrow compass which is not the scope and objective of the code."* The Hon'ble Appellate Tribunal was *".... of the considered view that if the Resolution Plan contemplates a change in the nature of business to*

²¹ Next Orbit Ventures Fund v. Print House (Ind) Pvt Ltd: (2021) ibclaw.in 201 NCLAT: 2021 SCC Online NCLAT 122

²² Arcelor Mittal vs. Satish Kumar Gupta, (2019) 2 SCC 1



another line when the existing business is obsolete or non-viable, it cannot be construed that the Resolution Plan is not 'feasible or viable'". Taking note of Sections 30(2) & 31 and Regulations 37, 38 and 39 of IBC, Hon'ble NCLAT declared unequivocally that "there is nothing in the Code which prevents a 'Resolution Applicant' from changing the present line of business to adding value or creating 'Synergy' to the existing assets and converting an obsolete line of business to a more 'viable and feasible' option."

66. Therefore, we find no infirmity in the Resolution Plan submitted by the SRA, which proposes a scaling down of the power component to 2×100 MW and contemplates exploring alternative avenues for the revival of the Corporate Debtor. The SRA's proposal to depart from the original business model and pursue a new venture is a commercial decision. Once such a decision has been duly deliberated upon and approved by the Committee of Creditors in the exercise of its commercial wisdom, it does not, in any manner, undermine the core objective of the IBC, which is the revival and continued viability of the Corporate Debtor. As held by the Hon'ble Supreme Court in in **K. Sashidhar**²³ and reaffirmed in **Essar Steel**²⁴, the commercial wisdom of the Committee of Creditors in approving a resolution plan is non-justiciable, provided it meets the requirements prescribed under Section 30(2) of the Code.

Section 12A Application of the Promoters of CD

67. It is submitted that the promoters' Section 12A application for settlement, discussed in the 5th and 6th CoC meetings in 2018, was not rejected but only deferred, and its pendency was reflected in the Corporate Debtor's annual reports up to 2023. When the CoC reconvened after 4.5 years in May 2023, the application should have been prioritized, but the Resolution Professional allegedly failed to include it in the agenda, raising concerns of bias and collusion with

²³ K. Sashidhar v. Indian Overseas Bank [(2019) 12 SCC 150]

²⁴ Committee of Creditors of Essar Steel India Ltd. v. Satish Kumar Gupta [(2020) 8 SCC 531]



the SRA. The omission of this pending application from the 7th CoC meeting is claimed to constitute a procedural irregularity, undermining fairness and transparency in the CIRP.

68. It is a matter of record that during the 5th and 6th meetings of the Committee of Creditors (CoC), there were deliberations regarding the possible withdrawal of the CIRP under Section 12A of the IBC. In the minutes of the 6th CoC meeting held on 01.10.2018, it is recorded that 'Committee members discussed the withdrawal proposal but deferred decision on this matter.'
69. However, by the time the 7th CoC meeting was convened on 24.05.2023, the CoC had resolved to replace the Resolution Professional, and the present Applicant was appointed in that capacity. The Applicant RP asserts that, following his appointment, no settlement proposal was submitted by the Suspended Management with instructions for the same to be placed before the CoC. The only instance where the Applicant RP was made aware of a purported settlement proposal was when he was informed that the Suspended Management had submitted an offer directly to PTC. It is further submitted that PTC responded directly to the Suspended Management, rejecting the said offer.
70. This objection is mainly relating to the OTS proposals which did not find favour with the CoC constituents. The issue of OTS proposals has been dealt with in detail in **IA No. 257/2024** and is disposed of accordingly. No procedural irregularity is discernible.

Recovery of Dues from Related Parties

71. It is submitted that the Resolution Plan permits both the Corporate Debtor/Successful Resolution Applicant (SRA) and the Secured Financial Creditors to pursue recovery from related parties—under Sections 6.9(ii) and 5.5(x) respectively—for the same alleged dues



arising from avoidance transactions. As a result, related parties may face simultaneous proceedings by both entities, violating the principle against double jeopardy. Despite this fundamental defect, the Resolution Professional placed the Plan before the Committee of Creditors, which approved it in the 20th CoC meeting.

72. This objection has no merit, as in clauses referred to by R-4 different types of recovery from related parties is envisaged.

73. Clause 5.5 (x) of the Resolution Plan provides, that:

Any proceedings in respect of avoidance transactions, if any, under Chapter III or fraudulent or wrongful trading under Chapter VI of Part II of the Code, will be pursued by the Secured Financial Creditors after the approval of the Resolution Plan and the proceeds, if any, from such proceedings shall be distributed amongst the Secured Financial Creditors.

This clause pertains to the recovery of amounts arising from avoidance transactions, including those categorized as preferential, undervalued, extortionate, or fraudulent, as defined under Chapter III and Chapter VI of Part II of the IBC—specifically Sections 43, 45, 50, and 66. Such transactions are liable to be challenged, as they are deemed to have been carried out with the intent to defraud creditors, unlawfully transfer assets, or undermine the principle of equitable distribution among creditors as envisaged under the insolvency framework.

74. On the other hand, Clause 6.9, which also pertains to related party transactions, deals specifically with transactions entered by the CD with related parties in the ordinary course of business. The clause, in its entirety, reads as follows:

6.9 Related Party Transactions

- i. The Resolution Applicant/CD shall have the right to terminate all related party transactions (whether known or unknown), entered into between the Company and its related parties (as on the date prior to the Effective Date) without incurring any liability in respect of such termination.



ii. **Provided, however, in case any amounts are due from any related party as on effective date, the Company shall retain all rights to recover such amounts and/or take any action to recover such amounts from such related parties.**

iii. All corporate guarantees, indemnities, letters of comfort, undertakings provided by CD, in respect of any third-party liability (including for any related party) shall stand revoked and extinguished on the Effective Date pursuant to the NCLT Approval Order, without the requirement of any further act or deed by the Resolution Applicant and/or CD.

Sub-clause (ii) of Clause 6.9 merely addresses the recovery of receivables from related parties, representing legitimate and enforceable claims owed to the CD. It simply enables the CD under the approved Resolution Plan to recover commercially recoverable dues, if any, from such related parties.

75. Both clauses being distinct from each other, the pursuit of these by different entities does not amount to 'double jeopardy' as alleged by Respondent No.4.

Employees dues

76. The next objection raised is that the Resolution Plan fails to provide any compensation to the employees of the Corporate Debtor (CD), apart from payments towards their EPFO claims, while other Operational Creditors (OCs) are receiving partial recoveries. It is contended that such exclusion, despite employees constituting a distinct class of creditors entitled to equitable treatment, is discriminatory and contrary to the objectives of the IBC.

77. This objection, however, is also devoid of merit. Clause 3.2.2 of the Resolution Plan expressly provides that the admitted dues of workmen and employees shall be settled on a priority basis at the rate of 10%, amounting to Rs. 31.4 lakhs, and further clarifies that "any claim towards Provident Fund, Gratuity, and ESI shall be paid in full." We find no legal infirmity in the treatment accorded to employees under the Plan.



78. This objection to the Resolution Plan is premised largely on ethical considerations, and seeks to raise concerns regarding the ‘fairness, equity, and transparency of the proposed resolution’. However, this position is notably devoid of any substantive legal basis and rests primarily on perceived ethical shortcomings in the distribution of proceeds. It reflects, at best, a disagreement with the commercial structuring of the Plan rather than a demonstrable violation of the Code.

Conflict of Interest

79. Respondent No.4 has also objected to the involvement of key directors and officers of the SRA in other steel companies—AIPPL²⁵ and KIL²⁶—which operate or are developing integrated steel plants. Since the SRA proposes a similar project on the CD’s land, and the same individuals are to manage the CD post-resolution, this creates a potential conflict of interest under Section 166(4) of the Companies Act, 2013. Such conflict, as clarified by the Supreme Court in ***M.K. Rajagopalan***²⁷, may render the plan ineligible under Section 30(2)(e) of the IBC. Further, it is submitted that the SRA failed to disclose all Category-1 persons, omitting two directors from the Resolution Plan. This material lapse, which the Resolution Professional overlooked, undermines the integrity of the CIRP process.

80. This objection is also untenable, and the reliance placed on the *Rajagopalan* case is misplaced. In that case, Mr. Rajagopalan was found to be the Managing Director of MGM Healthcare Private Limited, which operates a super-specialty hospital. Since he proposed, in his individual capacity, to convert the Corporate Debtor’s property into a hospital, the Court held that such circumstances could attract Section 166(4) of the Companies Act, 2013, due to a clear conflict of interest.

²⁵ Action Ispat and Power Pvt Ltd (

²⁶ Kalyani Ispat Ltd

²⁷ M.K. Rajagopalan v. Periasamy Palani Gounder, (2024) 1 SCC 42



Besides, Mr. Rajagopalan as an individual, acting as Managing Trustee of an ineligible trust, had sought to submit a resolution plan in a CIRP. The Hon'ble Supreme Court observed that "*this would, for all practical purposes, bring about a position that what could not be done directly for the trust was sought to be done by the appellant by way of an indirect methodology.*"

81. The present case is materially different. Here, it is not an individual but a corporate entity—the SRA—that has submitted the resolution plan. The mere fact that certain directors or key managerial personnel of the SRA also hold positions in other steel companies does not, by itself, establish a conflict of interest. The SRA's proposal to 'explore' setting up an integrated steel plant with a captive power unit on the CD's land does not, at this stage, give rise to any demonstrable conflict. Any potential overlap of interest remains speculative and hypothetical, and thus does not attract the application of Section 166(4).

Dissenting Creditor

82. The next objection pertains to the Resolution Plan's failure to make provision for Indian Overseas Bank, a dissenting financial creditor, which is alleged to be in contravention of the mandatory provisions of the Insolvency and Bankruptcy Code, 2016. It is submitted that, in terms of Section 30(2) of the Code, a dissenting financial creditor is entitled to receive at least the amount it would have received in the event of liquidation. Furthermore, such payment is required to be made prior to any distribution to assenting financial creditors. In the present case, since no such provision has been made for Indian Overseas Bank under the Resolution Plan, this omission, according to Respondent No. 4, constitutes a clear violation of the statutory mandate and renders the Plan liable to rejection.



83. Concerning this objection, the sra in its reply affidavit has pointed towards Clause 3.2.5 of the Resolution Plan where the proposal for Secured Financial Creditors states as under:

(d) As per the information provided, The Corporate Debtor have uninvoked Bank Guarantee of Rs. 28,71,45,600/- issued by Indian Bank in favour of Mahanadi Coalfields Limited, which are secured by way of interest bearing Fixed Deposit of Rs. 23,71,47,501/- as margin money.

(e) Any liability arise out of the above Bank guarantee shall be paid out of the maturity value of Fixed Deposit as full and final settlement. However, after fully settlement of the Bank Guarantee if any surplus money remain in the Fixed Deposit account, the same shall be distributed amongst the Secured Financial Creditor"

It is thus contended that the interest of Indian Overseas Bank has also been accommodated, and the objection of R-4 is incorrect and false.

84. Considering the above position, we are of the view that this objection of R-4 is also untenable. The Resolution Plan adequately safeguards the interests of Indian Overseas Bank, whose debt is fully secured, and the underlying security interest has been proposed to be maintained. We also concur with the submission of the SRA that Respondent No. 4 lacks the requisite locus standi to raise this issue, particularly in the absence of any independent objection filed by Indian Overseas Bank itself.

'Bhushan Power' Judgement of the Hon'ble SC

85. During the pendency of this Application, the Hon'ble Supreme Court rendered its judgment in **Bhushan Power**²⁸, wherein certain observations were made regarding adherence to the prescribed timelines under the Corporate Insolvency Resolution Process (CIRP). In light of this judgment, both Respondent No. 4 (R-4) and the Resolution Professional (RP) advanced arguments. Learned Counsel for R-4

²⁸ Kalyani Transco v. Bhushan Power & Steel Ltd., 2025 SCC OnLine SC 1010



submitted that, in the present case, the CIRP timeline has not been adhered to, and the process has suffered inordinate delays, as evidenced by multiple applications for extension filed by the RP. On this basis, it was argued that the CIRP in the present case stands vitiated.

86. In response, Learned Counsel for the RP distinguished the facts of the present case from those in *Bhushan Power* (supra). It was pointed out that, unlike in *Bhushan Power*, where the RP did not seek any extension before the Adjudicating Authority after the initial 180-day period (as noted in para 48 of the judgment), the RP in the present case has made timely applications before the NCLT for exclusion and/or extension of the CIRP period. Such applications were necessitated and duly allowed in view of the compelling circumstances arising from protracted litigation that has persisted since the admission of the Corporate Debtor into CIRP.
87. We find merit in the submissions advanced on behalf of the Resolution Professional. It is pertinent to note that the Hon'ble Supreme Court in *Bhushan Power* did not curtail or make any adverse observations regarding the powers of the Adjudicating Authority under Section 60(5) of the IBC or Rule 11 of the NCLT Rules, 2016. The inherent jurisdiction of the NCLT to grant extensions to the CIRP timeline, where justified in the interest of justice, remains intact. In the present case, although there has been considerable delay in the completion of the CIRP, extensions were sought and granted from time to time based on valid and compelling reasons. Accordingly, the CIRP cannot be held to be vitiated merely on account of such delay.
88. Another contention raised on behalf of Respondent No. 4 was that, as mandated in *Bhushan Power*, the CoC was required to examine the **feasibility and viability** of the resolution plan submitted by the SRA, a requirement which, it was argued, was not complied with in the present



case. Attention was drawn to **Clause 2.10.3** of the Resolution Plan, which states:

“After the closing date the Resolution Applicant will conduct a details survey and prepare a details project reports to evaluate the viability of the existing project as well as to explore for setting up of IPP/Integrated Steel Plant with CPP/Any such other plant that is viable on the available land of 455 acres.”

On this basis, it was submitted that since the SRA is yet to evaluate the viability of the project, the CoC could not have considered the plan's feasibility and viability prior to its approval..

89. In response, Learned Counsel for the SRA urged that **Clause 2.10.3** must be read in its entirety, as it outlines the broader "**Turnaround Strategy of the Resolution Applicant**" It was pointed out that the resolution plan explicitly states that the *“current business plan is made on the assumption of setting up a coal-based plant of 200 MW,”* and further contemplates exploration of other viable commercial ventures on the available land of the Corporate Debtor. Hence, it was submitted that the CoC had before it a viable and sufficiently detailed plan for consideration, and that the requirements of feasibility and viability, as contemplated under the Code and clarified in *Bhushan Power*, were duly met.
90. Without getting into the details of the business plan outlined by the SRA, we find it sufficient that the feasibility and viability of the resolution plan was duly placed before the CoC and deliberated upon. A ‘Feasibility and Viability Study’²⁹ of the Resolution Plans was formally conducted and placed before the CoC in its 20th Meeting on 16.07.2024 for consideration³⁰.

²⁹ Page 1100 to 1148 of the Plan Application

³⁰ Agenda Item No. 6 of 20th CoC: Page 218 – 221 of the Plan Application



91. Pursuant to such deliberation, the plan was approved with more than 85% vote share. And as held in **K.Sashidhar**³¹ and then affirmed by a three judges Bench of Hon'ble Supreme Court in **Essar Steel**³² the following principle still governs the role of the CoC

“The subjective satisfaction of the financial creditors at the time of voting is bound to be a mixed baggage of variety of factors. To wit, the feasibility and viability of the proposed resolution plan and including their perceptions about the general capability of the resolution applicant to translate the projected plan into a reality. The resolution applicant may have given projections backed by normative data but still in the opinion of the dissenting financial creditors, it would not be free from being speculative. These aspects are completely within the domain of the financial creditors who are called upon to vote on the resolution plan under Section 30(4) of the I&B Code.”

92. In view of the above, the scope of judicial scrutiny is confined to assessing whether the CoC has applied its mind to the commercial feasibility and viability of the resolution plan, and whether the plan satisfies the mandatory requirements under Section 30(2) of the IBC. It is not open to the Adjudicating Authority to second-guess the commercial wisdom of the CoC in such matters, except where there are clear indicators of non-compliance with statutory provisions.
93. As observed by the Hon'ble Supreme Court in *Bhushan Power* (supra) where the resolution plan did not comply with “mandatory requirements and such plan is approved by the CoC, it could not be said that the CoC had exercised its commercial wisdom while approving such Resolution Plan.” In that case, the Court also made a pointed observation regarding the conduct of the CoC, stating that “The changing stance of CoC in the present proceedings also smacks of its bona fides and raises serious doubts about the exercise of its so-

³¹ K. Sashidhar v. Indian Overseas Bank, (2019) 12 SCC 150

³² Essar Steel India Ltd. Committee of Creditors v. Satish Kumar Gupta, (2020) 8 SCC 531



called commercial wisdom.” No such concerns regarding the bona fides of the CoC have been raised or substantiated in the present case.

Decision

94. Upon careful consideration of the submissions made by the Applicant RP, a thorough review of the record placed before us, and an examination of the objections raised by the Respondents—along with the responses filed by the RP and the SRA—we find that no substantive objections have been raised against the Resolution Plan submitted by the SRA and duly approved by the CoC. The allegations made by certain Respondents are either the subject matter of separate Interlocutory Applications filed by them or relate to issues which, under applicable law, do not come in the way of the resolution process as envisaged under IBC.
95. We are of the view that the instant Resolution Plan satisfies the requirements of Section 30 (2) of the Code and Regulations 37, 38, 38 (1A) and 39 (4) of the Regulations. We also found that the Resolution Applicant is eligible to submit the Resolution Plan under Section 29A of the Code.
96. Therefore, we hereby approve the Resolution Plan dated 06.07.2024 submitted (on 09.07.2024) by M/s Rungta Mines Limited, along with annexures, schedules forming part of the Resolution Applicant annexed to the Application and order as under:
- i. The Resolution Plan along with the annexures and schedules forming part of the plan shall be binding on the Corporate Debtor, its employees, members, creditors, including the Central Government, any State Government or any local authority to whom a debt in respect of the payment of dues arising under any law for the time being in force is due, guarantors and other stakeholders involved in the Resolution Plan.



- ii. All crystallized liabilities and unclaimed liabilities of the Corporate Debtor as on the date of this order shall stand extinguished on the approval of this Resolution Plan.
- iii. The approval of the Resolution Plan shall not be construed as waiver of any statutory obligations/liabilities of the Corporate Debtor and shall be dealt with by the appropriate Authorities in accordance with law. Any waiver sought in the Resolution Plan, shall be subject to approval by the Authorities concerned as held by Hon'ble Supreme Court in the matter of **Ghanashyam Mishra And Sons Private Limited Versus Edelweiss Asset Reconstruction Company Limited** in Civil Appeal No.8129 of 2019 dated 13.04.2021.
- iv. It is hereby ordered that the Performance Bank Guarantee furnished by the Resolution Applicant shall remain as performance Bank Guarantee till the amount proposed to be paid to the creditors under this plan is fully paid off and the plan is fully implemented.
- v. The Memorandum of Association (MoA) and Articles of Association (AoA) shall accordingly be amended and filed with the Registrar of Companies (RoC) Hyderabad for information and record. The Successful Resolution Applicant, for effective implementation of the Plan, shall obtain all necessary approvals, under any law for the time being in force, within such period as may be prescribed.
- vi. Henceforth, no creditors of the erstwhile Corporate Debtor can claim anything other than the liabilities referred to supra.
- vii. The moratorium under Section 14 of the Code shall cease to have effect from this date.
- viii. The Applicant shall forward all records relating to the conduct of the CIRP and the Resolution Plan to the IBBI along with copy of this order for information.



- ix. The Applicant shall forthwith send a copy of this order to the CoC and the Resolution Applicant.
- x. The Registry is directed to furnish free copy to the parties as per Rule 50 of the NCLT Rules, 2016.
- xi. The Registry is directed to communicate this order to the Registrar of Companies, Hyderabad for updating the master data and also forward a copy to IBBI.

As a result, this application is allowed as prayed for.

Sd/-
(SANJAY PURI)
MEMBER (TECHNICAL)

Sd/-
(RAJEEV BHARDWAJ)
MEMBER (JUDICIAL)

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