

**IN THE NATIONAL COMPANY LAW TRIBUNAL**  
**DIVISION BENCH, COURT – 1, AHMEDABAD**



Item No.303- IA /612(AHM)2025  
in  
C.P.(IB)/178(AHM)2024

**Order Under Section 114 IBC r/w Rule 11 NCLT Rules, 2016**

**IN THE MATTER OF:**

Prawincharan Prafulcharan Dwary RP in the matter of Mrs. ....Applicant  
Neetima Kad PG of Archon Engicon Limited

V/s.

Neetima Kad & Ors .....Respondents

Item No.304- IA /613(AHM)2025  
in  
C.P.(IB)/179(AHM)2024

**Order Under Section 114 IBC r/w Rule 11 NCLT Rules, 2016**

**IN THE MATTER OF:**

Prawincharan Prafulcharan Dwary RP in the matter of Mrs. ....Applicant  
Nilay Shah PG of Archon Engicon Limited

V/s

Nilay Shah & Ors .....Respondents

Item No.305- A/614(AHM)2025  
In  
C.P.(IB)/177(AHM)2024

**Order Under Section 114 IBC r/w Rule 11 NCLT Rules, 2016**

**IN THE MATTER OF:**

Prawincharan Prafulcharan Dwary RP in the matter of ....Applicant  
Bhumika Nilay Shah PG of Archon Engicon Limited

V/s

Bhumika Nilay Shah & Ors .....Respondents

**Order delivered on:05/03/2026**

**C O R A M:**

MR. SHAMMI KHAN, HON'BLE MEMBER (J)  
MR. SANJEEV SHARMA, HON'BLE MEMBER (T)

**ORDER**  
**(Hybrid Mode)**

The case is fixed for pronouncement of order. The common order is pronounced in the open court, vide separate sheet.

-sd-

**SANJEEV SHARMA**  
**MEMBER (TECHNICAL)**

-sd-

**SHAMMI KHAN**  
**MEMBER (JUDICIAL)**

**BEFORE THE ADJUDICATING AUTHORITY  
NATIONAL COMPANY LAW TRIBUNAL  
DIVISION BENCH, COURT-I, AHMEDABAD**



I.A. No.612/NCLT/AHM/2025  
In  
CP (IB) No.178/NCLT/AHM/2024  
With  
I.A. No.613/NCLT/AHM/2025  
In  
CP (IB) No.179/NCLT/AHM/2024  
With  
I.A. No.614/NCLT/AHM/2025  
In  
CP (IB) No.177/NCLT/AHM/2024

**I.A. No.612/NCLT/AHM/2025**

*[An application filed under Section 114 of the (Insolvency and Bankruptcy Code, 2016 R/w. Rule 11 of NCLT Rules, 2016]*

**IN THE MATTER OF: Mrs. Neetima Kad**

**Mr. Prawincharan P Dwary,**  
Resolution Professional of  
Mrs. Neetima Kad  
Personal Guarantor of  
Archon Engicon Limited (in Liquidation)  
Correspondence at :-  
407, Akchhat Tower, Pakwan Cross Road  
S.G. Highway, Bodakdev  
Ahmedabad, Gujarat-380015

**... Applicant/RP**

**VERSUS**

- 1. Mrs. Neetima Kad**  
Personal Guarantor of  
Archon Engicon Limited  
Having Residing at:  
C-203, Sanskar Apartment,  
Behind Shelby Hospital, S.G. Road,  
Ahmedabad 380054



...Respondent No.1

**2. State Bank of India**

Member of Creditor of  
Archon Engicon Limited  
Having Branch Address at  
SBI Building, Ganesh Vasudev Mavalankar Rd,  
Old City, Lal Darwaja  
Ahmedabad, Gujarat 380001

...Respondent No.2

**3. IDBI Bank Limited**

Member of Creditor of  
Archon Engicon Limited  
Having Branch Address at  
NPA Management Group,  
IDBI Complex, Near Lal Bunglow,  
Off C.G. Road, Ahmedabad.

...Respondent No.3

**4. Bank of Baroda**

Member of Creditor of  
Archon Engicon Limited  
Stressed Assets Management Branch,  
1<sup>st</sup> Floor, Kamdhenu Complex,  
Panjrapole Cross Road, Ambawadi,  
Ahmedabad – 380015.

...Respondent No.4

**5. Bank of India**

Member of Creditor of  
Archon Engicon Limited  
Ahmedabad Large Corporate Branch,  
2nd Floor, Bank of India Building,  
Bhadra, Ahmedabad-380001.

...Respondent No.5

**6. Union Bank of India**

Member of Creditor of  
Archon Engicon Limited  
SAMP 1<sup>st</sup> Floor Rangoli Complex,  
Opp. V S Hospital,  
Ahmedabad – 380006.

...Respondent No.-6

**I.A. No.613/NCLT/AHM/2025**



*[An application filed under Section 114 of the (Insolvency and Bankruptcy Code, 2016 R/w. Rule 11 of NCLT Rules, 2016]*

**IN THE MATTER OF: Mr. Nilay Shah**

**Mr. Prawincharan P Dwary,**  
Resolution Professional of  
Mr. Nilay Shah  
Personal Guarantor of  
Archon Engicon Limited (in Liquidation)  
Correspondence at :-  
407, Akchhat Tower, Pakwan Cross Road  
S.G. Highway, Bodakdev  
Ahmedabad, Gujarat-380015

**... Applicant/RP**

**VERSUS**

**1. Mr. Nilay Shah**

Personal Guarantor of  
Archon Engicon Limited  
Having Residing at:  
C-203, Sanskar Apartment,  
Behind Shelby Hospital, S.G. Road,  
Ahmedabad 380054

**...Respondent No.1**

**2. State Bank of India**

Member of Creditor of  
Archon Engicon Limited  
Having Branch Address at  
SBI Building, Ganesh Vasudev Mavalankar Rd,  
Old City, Lal Darwaja  
Ahmedabad, Gujarat 380001

**...Respondent No.2**

**3. IDBI Bank Limited**

Member of Creditor of  
Archon Engicon Limited  
Having Branch Address at  
NPA Management Group,  
IDBI Complex, Near Lal Bungalow,

Off C.G. Road, Ahmedabad.

...Respondent No.3

**4. Bank of Baroda**

Member of Creditor of  
Archon Engicon Limited  
Stressed Assets Management Branch,  
1<sup>st</sup> Floor, Kamdhenu Complex,  
Panjrapole Cross Road, Ambawadi,  
Ahmedabad – 380015.

...Respondent No.4

**5. Bank of India**

Member of Creditor of  
Archon Engicon Limited  
Ahmedabad Large Corporate Branch,  
2nd Floor, Bank of India Building,  
Bhadra, Ahmedabad-380001.

...Respondent No.5

**6. Union Bank of India**

Member of Creditor of  
Archon Engicon Limited  
SAMP 1<sup>st</sup> Floor Rangoli Complex,  
Opp. V S Hospital,  
Ahmedabad – 380006.

...Respondent No.-6

**I.A. No.614/NCLT/AHM/2025**

*[An application filed under Section 114 of the (Insolvency and Bankruptcy Code, 2016 R/w. Rule 11 of NCLT Rules, 2016]*

**IN THE MATTER OF: Bhumika Nilay Shah**

**Mr. Prawincharan P Dwary,**

Resolution Professional of  
Bhumika Nilay Shah  
Personal Guarantor of  
Archon Engicon Limited (in Liquidation)  
Correspondence at :-  
407, Akchhat Tower, Pakwan Cross Road  
S.G. Highway, Bodakdev  
Ahmedabad, Gujarat-380015

... Applicant/RP

**VERSUS**



**1. Bhumika Nilay Shah**

Personal Guarantor of  
Archon Engicon Limited  
Having Residing at:  
C-203, Sanskar Apartment,  
Behind Shelby Hospital, S.G. Road,  
Ahmedabad 380054

**...Respondent No.1**

**2. State Bank of India**

Member of Creditor of  
Archon Engicon Limited  
Having Branch Address at  
SBI Building, Ganesh Vasudev Mavalankar Rd,  
Old City, Lal Darwaja  
Ahmedabad, Gujarat 380001

**...Respondent No.2**

**3. IDBI Bank Limited**

Member of Creditor of  
Archon Engicon Limited  
Having Branch Address at  
NPA Management Group,  
IDBI Complex, Near Lal Bungalow,  
Off C.G. Road, Ahmedabad.

**...Respondent No.3**

**4. Bank of Baroda**

Member of Creditor of  
Archon Engicon Limited  
Stressed Assets Management Branch,  
1<sup>st</sup> Floor, Kamdhenu Complex,  
Panjrapole Cross Road, Ambawadi,  
Ahmedabad – 380015.

**...Respondent No.4**

**5. Bank of India**

Member of Creditor of  
Archon Engicon Limited  
Ahmedabad Large Corporate Branch,  
2nd Floor, Bank of India Building,  
Bhadra, Ahmedabad-380001.

**...Respondent No.5**



**6. Union Bank of India**  
Member of Creditor of  
Archon Engicon Limited  
SAMP 1<sup>st</sup> Floor Rangoli Complex,  
Opp. V S Hospital,  
Ahmedabad – 380006.

**...Respondent No.-6**

**Order pronounced on 05.02.2026**

**C O R A M :**

**SH. SHAMMI KHAN, HON'BLE MEMBER (JUDICIAL)**  
**SH. SANJEEV SHARMA, HON'BLE MEMBER (TECHNICAL)**

**A P P E A R A N C E:**

For the Applicant/RP : Mr. Gaurav Jalendra, Advocate  
: Mr. Pravincharan P. Dwary,  
(RP in Person)  
For the Respondent/PG : Mr. Sahil Rao, Advocate  
For the FC/SBI : Mr. Aishwarya Reddy, Advocate

**C O M M O N O R D E R**

**(Per: BENCH)**

**IA/612/(AHM)2025, IA/613/(AHM)2025 & IA/614/(AHM)2025**

1. The present applications being **IA/612/(AHM)2025, IA/613/(AHM)2025 and IA/614/(AHM)2025** are filed on 23.04.2025 by the Applicant/Resolution Professional (hereinafter referred to as "RP") of **Mrs. Neetima Kad, Mr. Nilay Shah & Bhumika Nilay Shah** Personal Guarantors of **M/s. Archon Engicon Limited** under Sections 114 of the



Code r.w. Rule 11 of the NCLT Rules, 2016 seeking the following prayers: -

- A. *Your Lordship may be pleased to allow the present application;*
- B. *Your Lordship may be please to pass an order to Discharge the applicant / Resolution Professional of Mrs. Neetima Kad, Mr. Nilay Shah & Bhumika Nilay Shah as per Section 114 of the IB Code;*
- C. *Your Lordship may be please to condone the delay of 33 days from 21.03.2025 to 23.04.2025 for filing this present application;*
- D. *Your Lordship may be pleased to direct the Members of the CoC to Contribute the IIRP Cost as per the provision of the Code including those approved by the creditors;*
- E. *Your Lordship may be pleased to grant any other relief or reliefs as may deem fit in the interest of justice;*

2. The Applicant/RP has placed the facts through this **I.A.** in the following manner: -

2.1 It is stated that State Bank of India filed applications under section 95 of Insolvency and Bankruptcy Code 2016 for initiation of Personal Insolvency Resolution Process against Mrs. Neetima Kad, Mr. Nilay Shah & Bhumika Nilay Shah as personal guarantors of Archon Engicon Limited.

2.2 This Bench admitted the petition on 05.08.2024 and appointed Mr Prawincharan P Dwary as Resolution Professional. Copy of admission order dated 05.08.2024 is annexed as Annexure A. Tribunal directed publication of public notice within 7 days inviting claims from



creditors within 21 days. Notice to include details of admission order particulars of Resolution Professional and last date for claims.

2.3 It is stated that in compliance Resolution Professional published public notice on 08.08.2024 in Financial Express in English and Gujarati languages with last date for claims as 29.08.2024. Copy of public notice dated 08.08.2024 is annexed as Annexure B. Pursuant to notice Resolution Professional received claims from creditors of personal guarantors and constituted list of Committee of Creditors under section 104(2) of Code read with regulation 9(1) of Insolvency and Bankruptcy Board of India Insolvency Resolution Process for Personal Guarantors to Corporate Debtors Regulations 2019. Report certifying list of creditors dated 29.08.2024 is annexed as Annexure C.

2.4 It is stated that Resolution Professional convened first meeting of creditors on 04.10.2024 where personal guarantors remained absent. Resolution Professional apprised creditors that emails were sent to personal guarantors for submission of repayment plan on several occasions. Creditors resolved to reduce notice period from 14 days to 48 hours for calling meetings under section 107 of Code read with regulation 11(3) of Regulations 2019 and ratified Personal Insolvency Resolution Process costs. Copy of minutes of first meeting dated 04.10.2024 is annexed as Annexure D.



- 2.5 It is stated that Resolution Professional convened second meeting of creditors on 03.12.2024, wherein, a resolution was passed by the CoC, to extend the timeline by 60 days for filing of the repayment plan, or discharge application, as the case maybe, before the Adjudicating Authority. A copy of the Minutes of the Second Meeting dated 03.12.2024 is annexed as Annexure-E.
- 2.6 It is stated that an application was filed before the Adjudicating Authority seeking to extend the timeline for filing of the repayment plan, or discharge application, as the case maybe. An order approving the said extension was passed on 17.12.2024. A copy of the said order dated 17.12.2024 approving the extension for 60 days is annexed as Annexure-F.
- 2.7 It is stated that the applicant had convened the Third Meeting of the Creditors on 12.12.2024 wherein SBI listed out their queries pertaining to the Repayment Plan received. In the same meeting, Mr. Raghav Kad, son of Mrs. Neetima Kad, Mr. Nilay Shah & Bhumika Nilay Shah explained the repayment plan at length along with the terms of payment and the repayment schedule and the RP requested them for overall enhancement and strengthening of the repayment plan. A copy of the Minutes of the Third Meeting of the CoC dated 12.12.2024 is annexed as Annexure-G.



2.8 It is stated that the Applicant had convened the Fourth Meeting of the Creditors on 20.12.2024 wherein the RP and Mrs. Neetima Kad, Mr. Nilay Shah & Bhumika Nilay Shah briefed the contents and commercial terms of the enhanced repayment plan, as submitted by the personal guarantors, to the CoC in detail. In the same meeting, the CoC clearly conveyed to the personal guarantors to further enhance the financial parameters as well as to improve the tenure of the repayment plan. A copy of the Minutes of the Fourth Meeting of the CoC dated 20.12.2024 is annexed as Annexure-H.

2.9 It is stated that the Applicant had convened the Fifth Meeting of the Creditors on 03.01.2025 wherein Mrs. Neetima Kad, Mr. Nilay Shah & Bhumika Nilay Shah briefed the contents and commercial terms of the final modified enhanced repayment plan to the CoC in detail. In the same meeting, the RP stated the pros and cons of the modified repayment plan to the CoC and mentioned that he had thoroughly negotiated with the personal guarantors with respect to the submission of their modified repayment plans to bring the repayment plan value up to the satisfaction of the CoC. The RP conveyed that the greatest achievement was that in spite of attachment by ED, such a high value could be fetched in the form of repayment plan. A copy of the Minutes of the Fifth Meeting of the Creditors on 02.01.2025 along with the E-voting results dated 26.03.2025 is annexed as Annexure-I.



2.10 It is stated that the applicant had convened the Sixth Meeting of the Creditors on 31.01.2025 wherein entire CoC confirmed that the repayment plan was most beneficial as well as feasible and viable and arrived after several round of negotiations with the Personal Guarantors and accordingly a resolution was passed by the CoC to further extend the timeline for filing of the repayment plan or discharge application, as the case maybe, before the adjudicating authority. A copy of the Minutes of the Sixth Meeting of the CoC dated 31.01.2025 is annexed as Annexure-J.

2.11 It is stated that an application was filed before the Adjudicating Authority seeking to further extend the timeline for filing of the repayment plan, or discharge application, as the case maybe. An order approving the said extension by 30 days from the date of the order was passed on 18.02.2025. A copy of the said order dated 18.02.2025 is annexed as Annexure-K.

2.12 The applicant states and submits that as voted by the CoC on the resolutions put forth in the 5th CoC Meeting, majority of the CoC members have resolved and assented to file an appropriate application under section 112 of the Code for the discharge the Applicant/RP from Insolvency Resolution Process against the Personal Guarantors, in case of non-approval of repayment plan by the creditors.



2.13 It is stated that the Repayment Plan was submitted by the Personal Guarantors, which was not assented with requisite majority by the Creditors through E-voting, and hence the Creditors had resolved to file an appropriate application for discharge from the IIRP and the applicant prays this Hon'ble Tribunal pass an appropriate direction/ Order under Section 114 of the IB Code.

3. That on issuance of the notice vide order dated 04.08.2025 in the I.A.s to the Personal Guarantors as well as to the Financial Creditors and after due service of notice, the Financial Creditors (SBI) as well as the Personal Guarantors appeared.

4. Thereafter, the Respondent / Personal Guarantors have filed their reply on 24.09.2025, vide Inward Diary No.D-6121 for IA No. 612 of 2025 and on 16.09.2025, vide Inward Diary No.6123 for IA No. 613 of 2025 and on 16.09.2025, vide Inward Diary No. 6154 for IA No. 614 of 2025 respectively.

The relevant portion of the same are reproduced as under:

4.1 It is stated that the Respondents herein had challenged the order passed in CP(IB) 176(AHM) 2024, CP(IB) 178(AHM) 2024, CP(IB) 179(AHM) 2024 by this Adjudicating Authority before the Hon'ble NCLAT vide Company Appeal (AT) (INS)/2074/2024, Company Appeal




(AT) (INS)/1997/2024 and Company Appeal (AT) (INS)/2009/2024 on the ground that the liability of the petitioner was limited to the extent of property mortgaged by them. The copy of the order of the Hon'ble Appellate Tribunal dated 05.12.2024, 29.10.2024 annexed at Annexure-A2.

4.2 It is stated that the liability of the Respondents are limited to the extent of property mortgaged by them has been established by number of documents filed before this Adjudicating Authority in case of Corporate Debtor. A copy of the document is attached at Annexure- A3.

4.3 It is stated that with respect to the agreements, the respondents herein offered a fair value in his repayment plan of Rs. 1.60 Crore by Mrs. Neetima Kad & Rs.2.75 Crore (for total of Rs.5.51 Crore Jointly by Mr. Nilay Shah & Bhumika Nilay Shah) which was over and above the value of the property at the time when the impugned guarantee was given by the respondents. A copy of the Repayment plan submitted is attached at Annexure-A4.

4.4 It is stated that the repayment plan submitted by the respondents were supported by the applicant resolution professional in the meeting dated 02.01.2025 confirming the fact that the liability was limited as well as the value provided was way above the other valuations including the valuation carried out by the Enforcement Directorate (ED) which was Rs. 1,26,14,340/- & Rs.4,64,50,000/-. A



copy of the provisional ED order dated 01.12.2022 is attached as Annexure-A5.

4.5 It is submitted that the valuation undertaken by the valuer of the member of COC (SBI Bank) is also similar what has been proposed by the respondent herein. The report of the same is attached as Annexure-A6.

4.6 It is stated that in meeting dated 31.01.2025, the applicant RP and COC came to a conclusion that the repayment plan submitted by the respondent herein was most beneficial as well as feasible and viable looking to the limited guarantee of the personal guarantors and the due to ED attachment, such value will not be realizable in proceedings under the IB Code, 2016.

**Parawise Reply:**

4.7 It is stated that with respect to Para I-III, no comments are offered as the same are formal in nature.

4.8 With respect to Para IV of the application, it is stated that the same is only events that have transpired until the sixth COC meeting dated 31.01.2025 and no further document has been placed on record of meeting conveyed after the order passed by this Hon'ble Tribunal dated 18.02.2025 wherein 30 days extension was granted. It is further submitted that repayment plan as well as meetings of creditors held wherein the repayment plan was rejected has not been provided in the application to



bring forward a correct and complete picture before this Hon'ble tribunal. Further it is submitted that the report u/s 112 of The IB Code, 2016 has also not been brought on record by the applicant and orders passed by this Hon'ble Tribunal regarding the same.

- 4.9 it is submitted that pending the complete set of documents with respect to the minutes of final meeting held wherein the repayment plan was rejected as well as the final repayment plan which is submitted and considered in critical for passing order u/s 114 of the IB Code, 2016 wherein the Adjudicating Authority have a complete view of the matter.
5. Vide an order dated 10.09.2025 it is recorded that "Ld. Chief Manager for the Bank of Baroda supports the prayers of the application filed by the Applicant / IRP. Further, the Proxy Counsel for the State Bank of India also states that he supports the prayers of this application filed by the Applicant / IRP. Ld. Counsel for the Respondent / Personal guarantors also states that he has opposed the prayers made in the IA.
6. Thereafter, response by the State Bank of India to the Affidavit in Reply of the Personal Guarantors was also filed on 26.09.2025, vide Inward Diary No. D-6563, for IA No. 612 of 2025, and on 26.09.2025, vide Inward Diary No. D-6562, for




IA No. 613 of 2025, and on 26.09.2025, vide Inward Diary No.D-6561 for IA No. 614 of 2025 respectively. The relevant portion of the same are reproduced as under: -

- 6.1 The Financial Creditor states that the main petition was filed against the Personal Guarantors. The Tribunal appointed the Resolution Professional on 17.05.2024 and directed submission of report under Section 99 of the Code.
- 6.2 The Resolution Professional submitted report under Section 99 of the Code recommending admission of the Personal guarantors into insolvency resolution process. The Tribunal admitted the Personal guarantors under Section 100 of the Code by order dated 05.08.2024 in CP (IB) No. 177, 178, 179 of 2024. The Financial Creditor states that the insolvency process thereafter proceeded in accordance with Part III of the Code
- 6.3 pursuant to this, the Committee of Creditors was constituted in which State Bank of India along with other consortium banks formed part of the Committee. The State Bank of India held 42.61 percent voting share. The first meeting of the Committee was held on 04.10.2024. The Personal guarantors did not submit any repayment plan at that stage.
- 6.4 The Personal guarantors subsequently submitted a repayment plan which was considered by the Committee



of Creditors. The Committee required modifications in the plan. The Personal guarantors revised the plan on multiple occasions. The final plan relied upon by the Personal Guarantors are annexed as Annexure A4 to her Reply.

- 6.5 The Committee of Creditors examined the repayment plan for viability and feasibility. In the 5th meeting dated 02.01.2025 the Committee rejected the repayment plan. The Resolution Professional thereafter filed the present application under Section 114 of the Code seeking appropriate orders. The Financial Creditor supports the rejection of the plan.
- 6.6 The Personal Guarantors have opposed the application on the ground that her guarantee was limited to the value of the property mortgaged to the Bank. She has further stated that the mortgaged property has been attached by the Enforcement Directorate. The Financial Creditor denies that the guarantee was limited only to the mortgaged property. The Financial Creditor states that the liability is not restricted to the value of the security.
- 6.7 The Financial Creditor submits that the issue of limited guarantee was earlier raised by the Personal guarantors at the stage of consideration of the Section 99 report. The Tribunal by order dated 05.08.2024 in CP (IB) No. 177, 178, 179 of 2024 rejected such contention. The admission order has not been set aside. The Financial Creditor




states that the Personal Guarantors cannot re-agitate the same issue.

6.8 The Financial Creditor relies upon the order dated 03.08.2021 passed by the Debts Recovery Tribunal in OA No. 83 of 2017. In the said order the DRT held that the Deeds of Guarantee dated 12.06.2014 executed by Defendant Nos. 2 to 11 including the Personal guarantors are valid. The DRT recorded that the guarantors are jointly and severally liable along with the borrower. The Recovery Certificate was issued for the entire amount claimed.

6.9 The DRT further held that the banks are entitled to recover the entire dues by sale of hypothecated and mortgaged properties subject to pari passu charge. The Financial Creditor states that the Personal guarantors participated in the DRT proceedings and adopted the written statement. The order has attained finality as it has not been set aside. The liability therefore stands crystallised against the personal guarantors.

6.10 The Financial Creditor states that a statutory Demand Notice dated 15.12.2021 was issued invoking the personal guarantee. The expiry of the notice period was treated as the date of default in the Section 95 application. The DRT order was relied upon while invoking the guarantee. The Financial Creditor submits




that the Personal Guarantors are liable for Rs. 341,71,10,539 as crystallised.

6.11 The Financial Creditor relies upon Clause 1, Clause 6 and 9 of the Deed of Guarantee dated 12.06.2014. Clause 1 provides that upon default the guarantor shall pay the whole of the principal sum not exceeding Rs. 427.00 Crores together with interest and charges. Clause 6 provides that the guarantee is enforceable notwithstanding existence of other securities. The Financial Creditor states that these clauses establish full liability.

6.12 The Personal Guarantors have relied upon Clause 24 of the Deed of Guarantee to contend limitation of liability. The Financial Creditor submits that if there is conflict between clauses, earlier clauses prevail over later clauses. In support of this proposition reliance is placed on ***Bharat Sher Singh Kalsia v. State of Bihar & Anr., (2024) 4 SCC 318***. The Financial Creditor states that Clause 1 and Clause 6 govern the liability.

6.13 The Financial Creditor also relies upon the Memorandum of Deposit of Title Deeds dated 13.06.2014 annexed as Annexure C to the main Section 95 application. The said document records creation of equitable mortgage to secure credit facilities aggregating to Rs. 427.00 Crores. It records that the mortgage secures repayment of all monies due to the consortium banks. The Financial



Creditor submits that the mortgage was created without prejudice to full liability of the borrower and guarantor.

6.14 The Financial Creditor states that attachment of the mortgaged property by the Enforcement Directorate does not discharge the liability under the guarantee. The liability of the Personal Guarantors are co-extensive with that of the borrower as recorded by the DRT. The debt remains payable irrespective of attachment proceedings. The Personal Guarantors are liable for the entire amount and not limited to the secured asset.

6.15 The Financial Creditor submits that the Committee of Creditors has examined the repayment plan in accordance with the provisions of the Code. Reliance is placed on the decision in ***Sunil Kumar Agrawal RP of Mr. Navin Kumar Tayal PG of Krishna Knitwear Technology Ltd. v. Mr. Navin Kumar Tayal, IA/816(AHM)2024 in CP (IB) No. 59 (AHM) of 2021***. It is submitted that the Tribunal may consider the report of the Resolution Professional while deciding the repayment plan. The Financial Creditor supports rejection of the plan.

6.16 In view of the above facts, contractual documents, DRT order dated 03.08.2021, Demand Notice dated 15.12.2021, Deed of Guarantee dated 12.06.2014, Memorandum of Deposit of Title Deeds dated 13.06.2014 annexed as Annexure C, and rejection of the repayment




plan in the meeting dated 02.01.2025, the State Bank of India has sought rejection of the repayment plan and allowing of IA No. 612, 613, 614 of 2025 filed by the Resolution Professional under Section 114 of the Code.

7. Further, on 21.11.2025 during the course of hearing, we have passed the following order:

7.1 Ld. Counsel for the financial creditor drew our attention to clause 1, 6, and 9 of the guarantee agreement, where liability of the guarantors is specifically mentioned to the extent of Rs.427.00 crore in principle plus interest, cost and other charges.

7.2 However, Ld. Counsel for the Personal Guarantors have drawn our attention to paragraph No. 24 of the said agreement wherein the liability of the Personal Guarantors dated 12.06.2014 is annexed at Annexure-B in paragraphs Nos. 24, is restricted to the extent of the market value of the properties mortgaged/to be mortgaged by the guarantors to secure the credit facility granted/to be granted to the Archon Engicon Limited. Hence, it is stated that the liability of the present Personal Guarantors are to the extent of the property that was mortgaged by him only.

7.3 In support of these defense submissions, the Ld. Counsel for the Personal Guarantors have relied upon the other various documents that are annexed with the reply, out of



which is one document, an arrangement letter from the State Bank of India, wherein, on page No. 13 of the reply, the guarantee is mentioned against the present Personal Guarantors to the extent of the value of the security provided.

- 7.4 Further, he relied upon the Annexure-A2 inter-creditor agreement wherein page No. 20 of the reply guarantee of the present Personal Guarantors are again restricted to the extent of the value of the collateral property.
- 7.5 Another document of the Bank of India, a sanction letter dated 05.03.2014, is annexed at page No. 39 against the name of the Personal Guarantors, in which liability is mentioned to the extent of the value of the collateral security provided above (Rs. 24.79 crore).
- 7.6 Further, in support of the same contention, another sanction letter from the SBI dated 31.03.2015, relevant page No. 52, talks about the guarantees to the extent of the value of the property offered as collateral.
- 7.7 Apart from those documents, the Personal Guarantors have placed on record a copy of the transaction audit report obtained by the RP in the Corporate Insolvency Resolution Process, in which on page No. 90 it is mentioned that the guarantee is limited to the extent of their share in the immovable property offered as collateral security, wherein the various names of the Personal Guarantors are mentioned.



8. Thereafter, vide an order dated 03.12.2025 this Adjudicating Authority directed the Applicant/Financial Creditor, Personal Guarantors as well as the Applicant/RP to file their written submission within a period of seven days. Pursuant to that the Respondent / Personal Guarantors have filed their written on 10.12.2025, vide Inward Diary No.D-8338, and on 10.12.2025, vide Inward Diary No.D-8339 for IA No. 613 of 2025, and on 10.12.2025, vide Inward Diary No.D-8337 for IA No. 614 of 2025 respectively. The relevant portion of the same are reproduced as under:

8.1 It is stated that the submission of the COC is considered with respect to limited liability, the entire deed of guarantee shall become void due to principle of *non est factum* (*It is not my deed*). The PG relies upon the judgement of Hon'ble Supreme Court in **Ramathal & Others V K. Rajamani & Others in 2023 SCC Online SC 1022**. (Para 17, 18 & 19) wherein the Hon'ble Supreme Court has laid down the parameters for ingredients of plea of non est factum.

8.2 It is further stated that if the plea of the COC is considered with respect to limited liability and ambiguity in the deed of guarantee, then the PG relies upon the rule of contra proferentem which says that if a contract clause is ambiguous, it should be interpreted against the party



who drafted the contract. This rule is intended to protect the weaker party in a contract and is most often applied in standard-form agreements where one party drafts the contract with little room for negotiation. Reliance is placed on full bench judgement of Hon'ble Supreme Court in ***Haris Marine Products v. Export Credit Guarantee Corporation (EPCG) Limited in (2022) 20 Supreme Court Cases 776***. (Para 10, 15, 16, 17, 18, 19, 20, 21, 22).

8.3 It is stated that the submission of the COC that clauses 1 & 6 are contradictory with clause 24 is also incorrect and thus the interpretation as sought cannot be relied upon in current facts as clauses 1 & 6 are generic in nature whereas clause 24 is specific in nature. Hence as per principle of specialia generibus derogant which means specific things shall derogate from general thing.

8.4 It is further stated that section 114 of the IB Code, 2016 the Adjudicating Authority has powers to approve the repayment plan in the event that the same is rejected by the COC. The words "on the basis" would not mean that the decision of the COC is to be accepted as it is, but means the decision has to be arrived on facts of the case after application of minds. In fit cases, the AA can pass the orders u/s 114(2) even when the repayment plan has been rejected by the COC.



- 8.5 It is stated that only SBI has filed a reply vide affidavit dated 24.09.2025 to the application wherein objections were raised to the reply of the Personal Guarantors. In this regard it is submitted that during voting report dated 26.03.2025 towards approval of repayment plan submitted by the Personal Guarantors, SBI has abstained from voting and hence cannot file objections in the present application completely contrary to their actions in the COC meeting. Further, no reply has been received from any other members of the COC on whose instance the plan is rejected in the COC meeting.
- 8.6 It is stated and supported by the RP and the COC in the 6th meeting of creditors dated 01.02.2025 that the present repayment plan is the most beneficial as well as feasible and viable and further that since the property has been attached by the ED, creditor would not have such value in case of bankruptcy. (Pg no 107 of the application)
- 8.7 It is further submitted that the repayment plan offered by the PG is equivalent to the valuation carried out by the State Bank of India and it was the highest value that was quoted till date. (Pg. no. 92 of the application)
- 8.8 It is stated that the ED has attached the property in question mortgaged to the creditors and hence if the PG is put to the bankruptcy, the creditors shall not be able to make a recovery higher than the proposed repayment




plan. Further the value assigned by the ED of the property of Mrs. Neetima Kad was Rs. 1,26,14,340/- & the property of Mr. Nilay Shah & Bhumika Nilay Shah Rs.4,64,50,000/- respectively and hence the share of the Mr. Nilay Shah & Bhumika Nilay Shah is Rs.2,32,25,000/- each which is lower than the repayment plan offered amount of Rs.1.60 Crore and Rs.2.75 Crore. (Pg No. 282 of the reply of PG)

9. The Financial Creditor / State Bank of India has also filed its Revised Written Submission on 09.02.2026, vide Inward Diary No.D-1148 for IA No. 612 of 2025, and on 09.02.2026, vide Inward Diary No. 1149, for IA No. 613 of 2025, and on 09.02.2026, vide Inward Dairy No. 1166 for IA No. 614 of 2025 respectively. The relevant portion of the same are reproduced as under:

9.1 It is stated that the PG in her Reply has assailed this decision of the COC on the limited grounds that the guarantee extended by the PG was limited to the extent of the property mortgaged to the Bank and that the Enforcement Directorate has attached the property mortgaged to the Bank.

9.2 At the outset, it is submitted that the PG had already agitated the issue of limited guarantee before the Ld. NCLT during the s.99, IBC proceedings, which were



rejected by the Ld. NCLT in its Order dt. 05.08.2024 in IA No. 880 of 2024.

9.3 Secondly, it is submitted that the debt due to the Bank was crystallised by the Ld. DRT in its Order dt. 03.08.2021 in OA 83 of 2017 passed against the Corporate Debtor and its personal guarantors, including the current PG. The present Respondent PG was Defendant No. 10 before the Ld. DRT and had filed her written statement as recorded by the Ld. DRT in para 11 of the Order (**@Ann. E of Main Application, page no. 62-63**). The Ld. DRT in para 34 of the Order has clearly expressed its satisfaction about the Banks having duly proved their case, relying on the Guarantee Deed dt. 12.06.2014, against the Defendant Personal Guarantors (**@Ann. E of Main Application, page no. 83**).

9.4 That the Guarantee Deed dt. 12.06.2014 has been duly considered by the Ld. DRT and by the Ld. NCLT in the s. 99, IBC proceedings. Any objection regarding the validity or scope of the Guarantee Deed, including reliance on documents now sought to be introduced by the PG, ought to have been raised before the Ld. DRT. The Order dated 03.08.2021 passed by the Ld. DRT has not been challenged and has therefore attained finality. The PG is therefore precluded, by the doctrine of constructive res judicata, from raising the plea of limited guarantee at this stage.



9.5 Even otherwise, it is submitted that the nature of guarantee as evident from the Guarantee Deed dt. 12.06.2014 (**@Ann. B of Main Application, page no. 27-41**) is that the Personal Guarantors are wholly liable to repay the full principal amount along with interest thereon on demand to the Lead Bank. That Cl. 1 (**@Ann. B of Main Application, relevant page no. 32**) of the Guarantee Deed itself states that in case of default, the Guarantor shall forthwith on demand pay to the Lead Bank the whole of such principal sum. That Cl. nos. 6 & 9 (**@Ann. B of Main Application, relevant page no. 34**) of the Guarantee Deed also reflect the same intent as Cl. 1. While the Personal Guarantors relies on Cl. 24 (**@Ann. B of Main Application, relevant page no. 40**) of the Guarantee Deed to rebut the same, it is submitted that Cl. 24, even if it is repugnant with Earlier Clauses such as Cl. nos. 1, 6, & 9 will not prevail upon them. It is a settled rule of interpretation of contracts that if there is a conflict between the earlier clauses (in a Deed) and the later clauses and it is not possible to give effect to all of them, then it is the earlier clause that must override the later clause and not the vice-versa. (**Bharat Sher Singh Kalsia v. State of Bihar & Anr, (2024) 4 SCC 318, para no. 32**)

9.6 It is submitted that the Ld. NCLT at the stage of s. 114, IBC is not concerned with the validity of the amount of debt or with validity of the guarantee agreement. S. 114, IBC clearly states that the Ld. NCLT has to approve or




reject the repayment plan basis the report of the meeting of creditors. The language of s. 114, IBC places primacy on the decision of the COC. Ld. NCLT has accepted the primacy of the commercial wisdom of the COC in various cases (**CA Vineeta Maheswari v. Chandrashekar Panchal**, IA No. 319 of 2025 in CP(IB) No 214 of 2024).

9.7 Finally, it is submitted that it is settled law that the Ld. NCLT is obligated to approve or reject the repayment plan as per the report of the RP, unless there is any material on record to show otherwise. (**Sunil Kumar Agrawal RP of Mr. Navin Kumar Tayal v/s Mr. Navin Kumar Tayal PG of Krishna Knitwear Technology**, IA/816(AHM)2024 in CP(IB) No. 59 (AHM) of 2021). In light of these submissions, the Ld. NCLT should reject the repayment plan basis the decision of the COC.


10. The written submission on behalf of the RP has also filed on 05.01.2026 vide Inward Diary No. D-8650 for IA No. 612 of 2025, and on 05.01.2026, vide Inward Diary No. D-8651, for IA No. 613 of 2025, and on 05.01.2026 vide Inward Diary No. D-8652 for IA No. 614 of 2025. The relevant portion of the same are reproduced as under:

10.1 The Applicant submits that in compliance with the admission order, the applicant published the public notice dated 08.08.2024 inviting the claims from all the



creditors, wherein the last date for submission of claims were 29.08.2024.

- 10.2 The applicant submits that the RP duly convened the 1st Meeting of the Creditors on 04.10.2024 wherein it was apprised to the creditors that the RP vide its email and letter dated 07.08.2024 sought information as well as the Repayment plan on several occasions.
- 10.3 The Applicant submits that the RP duly convened the 2nd Meeting of the Creditors on 03.12.2024 wherein the CoC resolved to extend the timeline by 60 days for filing of the repayment plan/discharge application. The Applicant further submits that this Adjudicating Authority vide its order dated 17.12.2024 was pleased to allow the extension of 60 days.
- 10.4 The Applicant submits that the RP duly convened the 3rd Meeting of the Creditors on 12.12.2024 wherein certain queries were raised by the creditors pertaining to the Repayment plan. The applicant further submits that RP request the Personal Guarantors to enhance the Repayment plan upon the request of the Creditors.
- 10.5 The Applicant submits that the RP duly convened the 4th Meeting of the Creditor on 20.12.2024 wherein the Personal Guarantors submitted the enhanced repayment plan. The Applicant further submits that in the aforementioned meeting, the Creditors further requested



the Personal Guarantors to further enhance the Repayment Plan.

- 10.6 The Applicant submits that RP duly convened the 5<sup>th</sup> Meeting of Creditors on 31.01.2025 wherein the Personal Guarantors submitted the Final enhanced repayment plan. The Applicant further states that the Creditors resolved to place the agenda for seeking approval of the repayment plan submitted by the Personal Guarantors.
- 10.7 The Applicant submits that the RP duly convened the 6<sup>th</sup> Meeting of Creditors on 31.01.2025 wherein the Creditors resolved to further extend the timeline for filing of the repayment plan/discharge application. The applicant further submits that this Adjudicating Authority vide its order dated 18.02.2025 was pleased to extend the timeline by 30 days.
- 10.8 The Applicant submits that the repayment plan submitted by the Personal Guarantors was not approved, as it failed to secure the requisite majority of the Creditors through e-voting. It is further submitted that only 21.35% of the Creditors voted in favour of the agenda, while 42.6% abstained from voting, resulting in non-approval of the repayment plan. In view of the same, the Creditors resolved to file the present application before this Adjudicating Authority.



**11.** We have heard the learned counsel for the Applicant/Resolution Professional, the learned counsel for the Financial Creditor (State Bank of India), the learned counsel for the Personal Guarantors, and perused the material on record, including the pleadings, annexures, minutes of meetings of creditors, the Guarantee Deed dated 12.06.2014, the DRT Recovery Certificate dated 03.08.2021, the NCLAT order dated 05.12.2024 in Company Appeal (AT) (INS)/2074/2024 and the written submissions filed by the parties.

**12.** The following principal issues arise for determination in these applications: -

- (i)** Whether the repayment plan(s) submitted by the Personal Guarantors secured the requisite majority in terms of the Code and applicable Regulations?
- (ii)** Whether the Adjudicating Authority can approve the repayment plan notwithstanding failure to obtain the statutory voting threshold?
- (iii)** Whether the plea of limited liability under the Deed of Guarantee (particularly Clause 24) vitiates the rejection of the repayment plan(s), especially in light of the Hon'ble NCLAT's observation dated 05.12.2024?
- (iv)** Whether the prior adjudication and crystallization of liability by the Debts Recovery Tribunal vide order

dated 03.08.2021 precludes re-agitation of the scope of guarantee at this stage?

- (v) Whether the Resolution Professional is entitled to discharge and directions for contribution towards IIRP costs?

**13. Analysis & Findings on Issue No.(i): Requisite Majority for Approval of Repayment Plan;**

13.1 The Resolution Professional has reported that the final Repayment Plan(s) of Rs.1.60 Crore & Rs.2.75 Crore against the admitted claims of **Rs.1221,55,30,202/-** submitted by the Personal Guarantors failed to secure the requisite affirmative voting share in the e-voting conducted pursuant to the 5th CoC meeting. Only 21.35% (IDBI) of the voting share voted in favour, 20.14% (BoB 14.03% & UBI 6.11%) of the voting share voted against while 42.6% (SBI) abstained and 15.91% (BoI) absent.

13.2 The fifth CoC meeting was held on 02.01.2025 (Annexure-I). E-voting from 07.01.2025 to 26.03.2025 (extended on requests) resulted in rejection as only 21.35% votes assent/approval, 20.14% votes dissent/against, 42.60% abstained and 15.91% absent. Voting shares: SBI 42.60 %, Bank of India 15.91 %, Bank of Baroda 14.03 %, IDBI Bank 21.35 %, Union Bank 6.26 %. There is no material on record to indicate any procedural irregularity in convening the meeting or conducting the e-voting.



- 13.3 Abstention does not constitute approval or consent; the Code and IBBI (Insolvency Resolution Process for Personal Guarantors to Corporate Debtors) Regulations, 2019 require affirmative majority for approval under Section 114 and more particularly Section 111 of the Code which mandates approval by 'a majority of more than three-fourth in value of the creditors present in person or by proxy and voting.
- 13.4 The affirmative votes must constitute more than three-fourth in value of the creditors present and voting, as mandated under Section 111(1) of the Code. As held in **Saariga Construction Pvt. Ltd. v. Arvind Kumar (RP) and Anr., (2025) ibclaw.in 607 NCLAT**, abstention is non-participation and cannot be counted towards the threshold.
- 13.5 Abstention does not vitiate decision if majority of participants reject. The statutory majority required under the applicable Regulations was not achieved. The RP submits that in absence of required majority, the plan stands rejected.
- 13.6 The Personal Guarantors' contention that the plan offering Rs. 1.60 crore & Rs.2.75 Crore each was viable/feasible (exceeding ED valuation and realizable value in bankruptcy) cannot override the statutory voting requirement prescribed under Section 111 read with Section 114 of the Code, which is paramount and




analogous to Section 30(4) IBC principles as upheld in ***Swiss Ribbons Pvt. Ltd. v. Union of India (2019) 4 SCC 17***. wherein held that “the commercial wisdom of the Committee of Creditors is not required to be interfered with by the Adjudicating Authority...”

13.7 Section 114 requires approval of the repayment plan by the prescribed voting share. The Code mandates affirmative approval. Abstention does not amount to consent. In absence of statutory majority, the plan cannot be treated as approved. Accordingly, the repayment plan failed for want of requisite majority.

**14. Analysis & Findings on Issue No.(ii):** Power of Adjudicating Authority U/s 114 on failure to obtain the statutory voting threshold;

14.1 Section 114 contemplates approval of a repayment plan on the basis of the report of the meeting of creditors. The provision does not confer power upon the Adjudicating Authority to substitute its commercial view for that of the creditors where the statutory majority has not been achieved. In absence of approval under Section 111, the Adjudicating Authority cannot independently approve the plan.

14.2 The Hon'ble Supreme Court in ***K. Sashidhar v. Indian Overseas Bank (2019) 12 SCC 150*** has held that the Adjudicating Authority has no jurisdiction to analyse/evaluate or substitute its commercial wisdom for



the CoC's decision where statutory majority is not achieved.

**15. Analysis & Findings on Issue No.(iii): Limited Guarantee in view of NCLAT Observation;**

15.1 The Personal Guarantors contend that liability is restricted to the value of mortgaged properties under Clause 24 of the Deed of Guarantee dated 12.06.2014, supported by sanction letters, inter-creditor arrangements, and transaction audit reports.

15.2 They invoke principles of contra proferentem (***Haris Marine Products v. Export Credit Guarantee Corporation, (2022) 20 SCC 776***), non est factum (***Ramathal v. K. Rajamani, 2023 SCC OnLine SC 1022***), and specific vs. general clauses.

15.3 The plea of non est factum requires proof that the signatory was misled as to the nature of the document executed. No such pleadings or evidence have been placed on record. The Personal Guarantors participated in DRT proceedings and did not dispute execution of the Guarantee Deed. Hence the ingredients laid down in ***Ramathal*** are not satisfied.

15.4 However, Clauses 1, 6, and 9 of the same Deed of Guarantee dated 12.06.2014 impose joint and several liability for the full principal sum (up to Rs. 427 crores) plus interest, costs, and charges. In case of conflict,




earlier clauses prevail over later ones, as held in ***Bharat Sher Singh Kalsia v. State of Bihar (2024) 4 SCC 318*** (para 32) has held: “...if there is a conflict between the earlier clauses (in a Deed) and the later clauses and it is not possible to give effect to all of them, then it is the earlier clause that must override the later clause and not the vice-versa.”.

15.5 The rule of contra proferentem applies only where ambiguity persists after harmonious construction. The doctrine cannot be invoked to rewrite a commercial contract or override express liability clauses. In the present case, the Deed of Guarantee has been judicially examined by the DRT and liability has been crystallised. Therefore, the principle does not arise.

15.6 The plea of limited guarantee does not survive and is not tenable at this stage, more so when the Debts Recovery Tribunal vide Recovery Certificate dated 03.08.2021 in O.A. No.83 of 2017 has already adjudicated joint and several liability of the guarantors (including the present Personal Guarantors) and the said order has attained finality.

15.7 The plea of limited liability was rejected at the admission stage (order dated 05.08.2024) and does not survive scrutiny. In compliance with the observation of the Hon'ble NCLAT dated 05.12.2024, we have independently examined Clause 24 of the Deed of Guarantee dated




12.06.2014 along with Clauses 1, 6 and 9, the sanction letters and inter-creditor arrangements relied upon by the Personal Guarantors. Upon harmonious construction, Clause 24 pertains to security realisation and does not restrict the primary contractual liability undertaken under Clauses 1, 6 and 9.

15.8 The contractual clauses must be read harmoniously. Clauses 1, 6 and 9 impose liability upon default for the principal sum with interest and charges. Clause 24 refers to security arrangements. The DRT has already adjudicated liability. The plea of limited guarantee cannot override the crystallised debt. Therefore, even upon consideration as directed by the Hon'ble NCLAT, the liability of the Personal Guarantors is not restricted in the manner contended. The ED attachment does not discharge personal liability under the guarantee (Section 128 Contract Act read with Section 101 IBC moratorium).

15.9 The plea of limited liability cannot be re-agitated in collateral proceedings under Section 114 of the Code.

**16. Analysis & Findings on Issue No.(iv): Effect of DRT Adjudication;**

16.1 The liability of the Personal Guarantors stands crystallized by the Debts Recovery Tribunal's order dated 03.08.2021 in OA No. 83/2017, which upheld the validity of the Deed of Guarantee dated 12.06.2014 and declared



the guarantors jointly and severally liable for the entire dues (Recovery Certificate issued accordingly).

16.2 The Personal Guarantors participated in those proceedings. The order has attained finality and was not challenged. Principles of constructive res judicata and issue estoppel apply, precluding re-agitation of the extent of liability; collaterally in proceedings under Section 114 IBC

**17. Analysis & Findings on Issue No.(v): Discharge of Resolution Professional & IIRP Costs;**

17.1 The failure of the repayment plan concludes the IIRP under Section 114 IBC. The delay of 33 days in filing these applications is procedural, explained adequately, causes no prejudice, and is condonable in the interest of justice under Rule 11 NCLT Rules, 2016 (following ***Naseer Ahmed v. Ravindra Beleyur (RP), (2025) ibclaw.in 432 NCLAT***) held that “Delay in submission of a report containing Repayment Plan under Section 106 of the IBC is condonable”.

17.2 The Committee of Creditors has ratified the IIRP costs in its meetings. The Resolution Professional is entitled to discharge, and the creditors shall bear the costs proportionally to their voting share unless otherwise agreed as per Regulation of the IBBI (Insolvency Resolution Process for Personal Guarantors to Corporate Debtors) Regulations, 2019.



**18.** In view of the foregoing analysis, the applications deserve to be allowed in exercise of powers under Section 114 of the Insolvency and Bankruptcy Code, 2016, on the basis of the report submitted under Section 112 of the Code with the directions hereinafter: -

- (a) The delay in filing this IA is condoned in the interest of justice.
- (b) The repayment plan having failed to secure the statutory majority as required under Section 111 of the Code, as reported by the RP under Section 112, stands rejected under Section 114
- (c) Liberty is granted to the creditor(s) of the Personal Guarantors or debtor to initiate bankruptcy proceedings under Chapter IV of the Insolvency and Bankruptcy Code, 2016 in terms of Sections 115(2) and 121 of the Code within three months from the date of this order.
- (d) The moratorium commenced under Section 101 of the Code in respect of the Personal Guarantors shall cease to have effect from the date of this order.
- (e) The Resolution Professional stands discharged from the conduct of the insolvency resolution process of the Personal Guarantors.
- (f) The fees and costs incurred shall be treated as process costs and shall be borne by the creditors in proportion to their voting share unless otherwise agreed in accordance with the applicable Regulations.
- (g) The Resolution Professional shall communicate this order to the creditors, the Personal Guarantors and the

Insolvency and Bankruptcy Board of India within one week.

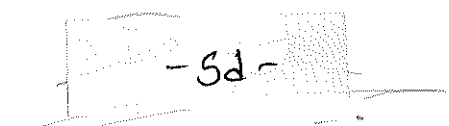


19. With the above directions, the present application i.e. **IA/612(AHM)2025, IA/613(AHM)2025 and IA/614(AHM)2025** are **allowed** in the above terms. No order as to costs.

20. Certified copy of this order may be issued, if applied for, upon compliance with all requisite formalities.

 -sd-

**SANJEEV SHARMA**  
**MEMBER (TECHNICAL)**  
VP

 -sd-

**SHAMMI KHAN**  
**MEMBER (JUDICIAL)**