IN THE NATIONAL COMPANY LAW TRIBUNAL,
MUMBAI BENCH-I

IA (IBC) (PLAN) No. 42 of 2026
IN
CP (IB) 291 of 2023

Under Section 30 (6) of the Insolvency and Bankruptcy Code, 2016, r/w. Regulation 39(4) of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 for seeking approval of the Resolution Plan under the provisions of Section 31(1) of the Code; And

In the matter of

JAYESH SANGHRAJKA
RESOLUTION PROFESSIONAL OF GSTAAD HOTELS PRIVATE LIMITED

…Resolution Professional/Applicant

Versus

SHREE NAMAN DEVELOPERS PRIVATE LIMITED

… Respondent No. 1

COMMITTEE OF CREDITORS OF GSTAAD HOTELS PRIVATE LIMITED

... Respondent No. 2

And In the matter of

OMKARA ASSETS RECONSTRUCTION PRIVATE LIMITED

…Financial Creditor/Applicant

Versus

GSTAAD HOTELS PRIVATE LIMITED

…Corporate Debtor/Respondent

Order pronounced on 03.09.2026

Coram:

Shri. Prabhat Kumar	**Shri Sushil Mahadeorao Kochey**
Hon'ble Member (Technical)	Hon'ble Member (Judicial)

Appearances:

For the Committee of Creditors	**:**	Adv. Ryan D'souza
For the Resolution Applicant	**:**	Sr. Adv. Gaurav Joshi, Adv. Vishnu Shriram, Adv. Rohitesh Tak, Adv. Srishti Kapoor, Adv. Vidisha Tanna, Adv. Sagar Bansal
For the Resolution Professional	**:**	Sr. Adv. Prateek Seksaria, Adv. Abhilash Chaudhary, Adv. Amardeep Saini, Adv. Ritika Sharma, Adv. Shreyas Gupta.

ORDER

1. The present Application is filed by Resolution Professional **Mr. Jayesh Sanghrajka** ("*Applicant/Resolution Professional/RP*") Under Section 30 (6) r/w Section 31(1) of the Insolvency and Bankruptcy Code, 2016 ("*Code*"), r/w. Regulation 39(4) of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 for seeking approval of the Resolution Plan dated 12.03.2026 along with clarification dated 07.05.2026 ("*Resolution Plan*") for **Gstaad Hotels Private Limited** ("*Corporate Debtor*") submitted by **Shree Naman Developers Private Limited** ("*Respondent No. 1;/SRA*") which was placed before the members of the Committee of Creditors ("*CoC*") in the 16th Meeting of the CoC held on 08.05.2026 and voted with 99.93% votes on 13.07.2025.

BRIEF BACKGROUND:

2. The present Application is being filed by Mr. Jayesh Sanghrajka, the resolution professional of the Corporate Debtor above-named, who is registered as an 'Insolvency Professional' with the Insolvency and Bankruptcy of India ("IBBI") and his Registration No. is IBBI/IPA-001/IP-P00216/2017-18/10416.
3. The Respondent No. 1, being the successful resolution applicant with respect to the Corporate Debtor ("Resolution Applicant" or "RA") whose resolution plan dated 12.03.2026 along with clarification dated 07.05.2026 ("Resolution Plan") has been approved by the committee of creditors of the Corporate Debtor ("CoC") and Respondent No. 2 is the CoC of the Corporate Debtor.
4. This Tribunal vide the Order 09.01.2024 ("First Admission Order") admitted the corporate debtor into CIRP and appointed Mr. Jayesh Sanghrajka as the interim resolution professional of the Corporate Debtor.
5. It is submitted that, being aggrieved by the order admitting the Corporate Debtor into CIRP, the suspended director of the Corporate Debtor preferred ***Company Appeal (AT) (Insolvency) No. 165 of 2024*** before the Hon'ble NCLAT. By an interim order dated 24.01.2024, the Hon'ble NCLAT stayed the constitution of the CoC pending further orders, pursuant to which the CIRP could not progress during the pendency of the said Appeal.
6. It is submitted that, by judgment dated 08.01.2025, the Hon'ble NCLAT, while allowing Company Appeal (AT) (Insolvency) No. 165 of 2024, set aside the earlier admission order and remanded the matter to this Tribunal for fresh consideration in accordance with law. Pursuant thereto, this Tribunal, after hearing the parties afresh and considering the observations made by the Hon'ble NCLAT, vide order dated 08.07.2025 ("Second Admission Order"), admitted the Section 7 Petition, commencing the Corporate Insolvency Resolution Process (CIRP) of the Corporate

Debtor, and re-appointed Mr. Jayesh Sanghrajka as the Interim Resolution Professional (IRP).

7. Pursuant to the Second Admission Order, a public announcement was issued on 10.07.2025, calling upon the creditors to submit their claims. The Resolution Professional verified the claims received and constituted the Committee of Creditors in accordance with Section 21 of the Code as on 30.07.2025.
8. Omkara Assets Reconstruction Private limited was the principal Secured financial creditor holding voting share of 95.76%, Global Hospitality Licensing S.A.R.L. holding voting share of 3.20%, Kanazawa Holdings Private Limited (unsecured) holding 0.91% voting share and Ahuja Finance Company Private Limited (Unsecured) holding 0.13 % voting share.
9. The 1st meeting of the Committee of Creditors was was held on 06.08.2025, wherein the CoC, with 100% voting share, confirmed the appointment of the Applicant, who was then functioning as the Interim Resolution Professional (IRP), as the Resolution Professional of the Corporate Debtor. It is further submitted that, with the approval of the CoC, M/s Nangia & Co. LLP was appointed as the Transaction Auditor to examine the transactions of the Corporate Debtor in relation to preferential, undervalued, extortionate credit and fraudulent transactions under Sections 43, 45, 50 and 66 of the Insolvency and Bankruptcy Code, 2016.
10. It is submitted that the Second Admission Order was challenged by the promoters before the Hon'ble NCLAT in Company Appeal (AT) (Ins.) No. 1040 of 2025, which came to be dismissed vide order dated 19.08.2025. Thereafter, the promoters preferred an appeal before the Hon'ble Supreme Court, which is stated to be pending. However, as no stay has been granted by the Hon'ble Supreme Court on the CIRP proceedings, the Corporate Insolvency Resolution Process continued in

the ordinary course, culminating in completion of the resolution process and filing of the present Application.

11. The 2nd meeting of the Committee of Creditors (CoC) held on 21.08.2025, the CoC approved the appointment of KKCA Valuers LLP and RNC Valuecon LLP as the Registered Valuers for determination of the fair value and liquidation value of the Corporate Debtor in accordance with the provisions of the Insolvency and Bankruptcy Code, 2016.
12. The 3rd meeting of the Committee of Creditors (CoC) held on 29.08.2025, the CoC, with 100% voting share, approved the proposed timelines for issuance of Form G and the eligibility criteria for inviting prospective Resolution Applicants to submit Expressions of Interest (EOIs) to submit the Resolution Plans for the Corporate Debtor. Pursuant thereto, the Resolution Professional published Form G on 30.08.2025, inviting Expressions of Interest (EOIs) from prospective Resolution Applicants. Further, with the approval of the CoC in its 4th CoC Meeting which was held on 14.09.2025, the last date for submission of EOIs was extended from 15.09.2025 to 25.09.2025, and a clarification to Form G was accordingly published on 16.09.2025.
13. Pursuant to the issuance of Form G, the Resolution Professional received 43 Expressions of Interest (EOIs) from prospective Resolution Applicants by the extended deadline of 25.09.2025. In compliance with Regulation 36A (10) of the CIRP Regulations, the provisional list of eligible prospective Resolution Applicants was circulated to the CoC and all PRAs on 30.09.2025. Along with the submission of the EOIs, the PRA's were required to submit refundable Earnest Money Deposit (EMD) of Rs. 5,00,00,000/-.
14. The 6th meeting of the CoC held on 23.10.2025, the CoC ratified the revised timelines for the CIRP, including the publication of the final list of Prospective Resolution Applicants (PRAs). Accordingly, the final list of 40 eligible PRAs was published on 27.10.2025, wherein Respondent

No. 1 was included. The eligible PRAs executed the requisite confidentiality undertakings, pursuant to which the Resolution Professional provided them access to the Information Memorandum (IM), the Virtual Data Room (VDR) and the Request for Resolution Plan (RFRP).

15. Pursuant to the issuance of the Request for Resolution Plan (RFRP), the Resolution Professional received 13 Resolution Plans on 27.11.2025. The Resolution Applicants furnished the affidavits and undertakings prescribed under Section 30(1) read with Section 29A and Section 32A of the Insolvency and Bankruptcy Code, 2016, as well as Regulation 39(1) of the CIRP Regulations, confirming their eligibility to submit Resolution Plans for the Corporate Debtor.
16. Thereafter, The Resolution Plans were circulated to the members of the Committee of Creditors (CoC) and the suspended Board of Directors on 10.12.2025, where after the Resolution Professional, in consultation with the CoC and its advisors, undertook a detailed evaluation of the Resolution Plans through discussions, negotiations and presentations by the Resolution Applicants to ensure compliance with the provisions of the Code, the CIRP Regulations and the RFRP.
17. In the 9th CoC Meeting held on 24.12.2025, the CoC, upon considering the queries raised by certain Resolution Applicants regarding a challenge mechanism, noted the material differences in the structure and commercial terms of the Resolution Plans, including treatment of cash balances, continuation of the Marriott arrangement, statutory dues, reliefs sought from Government authorities and the implementation reference date. Accordingly, the CoC decided to proceed with bilateral discussions, clarifications and negotiations with the respective Resolution Applicants instead of conducting a challenge mechanism, considering the same to be commercially appropriate and conducive to value maximisation, particularly as the RFRP vested discretion with the CoC to adopt such mechanism as it deemed appropriate.

18. In the 16th meeting of the Committee of Creditors (CoC) held on 08.05.2026, the compliant Resolution Plans submitted by all 13 Resolution Applicants were placed before the CoC for consideration. The CoC evaluated the Resolution Plans on the basis of the approved Evaluation Matrix and examined their feasibility and viability in accordance with Section 30(4) of the Insolvency and Bankruptcy Code, 2016. The CoC approved a tie-breaker mechanism in terms of Regulation 39(3B) of the CIRP Regulations to be applied in the event of equal voting, based on the Evaluation Matrix score, maximum NPV offered to all creditors, and maximum upfront cash payment to the secured financial creditors.

19. Pursuant to the evaluation of the Resolution Plans, the Committee of Creditors (CoC) conducted e-voting from 10.05.2026 to 11.05.2026 for approval of the Resolution Plan and issuance of the Letter of Intent (LOI) to the Successful Resolution Applicant. Upon conclusion of the e-voting process on 11.05.2026, the CoC, with 98.96% of the voting share, approved the Resolution Plan submitted by Respondent No. 1 as the Successful Resolution Plan. A brief snapshot of voting results on the Resolution Plan of Respondent No. 1 is set out below:

Sr. No.	Financial Creditor with voting rights	Voting %	Status
1.	Omkara Assets Reconstruction Private Limited	95.76%	**Assented**
2.	Global Hospitality Licensing S.A.R.L.	3.20%	**Assented**
3.	Kanazawa Holdings Private Limited	0.91%	**Abstained**
4.	Ahuja Finance Company Private Limited	0.13%	**Abstained**

20. Pursuant to the approval of the Resolution Plan by the Committee of Creditors (CoC), the Resolution Professional issued a Letter of Intent (LOI) dated 11.05.2026 in favour of the Successful Resolution Applicant.
21. In compliance with the terms of the Request for Resolution Plan (RFRP), the Successful Resolution Applicant (SRA) furnished a Performance Bank Guarantee dated 14.05.2026 for an amount of Rs. 161,10,00,000/-, being 10% of the Resolution Plan value, issued by HDFC Bank Limited, in favour of the Omkara Assets Reconstruction Private Limited, thereby fulfilling the post-approval obligations under the RFRP.
22. The Resolution Professional placed before the CoC the compliance status, feasibility and viability assessment, and the statutory compliance certificate in Form H. Hence, the present application.

<u>SALIENT FEATURES OF THE RESOLUTION PLAN:</u>

23. **Going Concern:** The Resolution Plan envisages continuation of the Corporate Debtor as a going concern, with the proposed redevelopment and refurbishment of its hotel premises into a high-end mixed-use property comprising luxury hospitality, residential and retail/commercial facilities, including fine-dining and premium office spaces. The Resolution Applicant has further proposed strengthening the management and operational capabilities of the Corporate Debtor through appointment of suitable managerial personnel and turnaround experts and infusion of the requisite technical, financial and human resources to revive and scale up its operations.
24. **Capital Expenditure:** The Resolution Plan provides for infusion of additional amounts by the Resolution Applicant towards capital expenditure, working capital, contingent and other general corporate expenses, without recourse to the assets of the Corporate Debtor or any obligation on the CoC members. The Resolution Applicant also proposes to undertake necessary capital expenditure, based on the remaining useful

life of the existing assets, to ensure continuity and improvement of the business operations.

25. **Manpower:** The Resolution Plan provides for strengthening the management and manpower of the Corporate Debtor through appointment of turnaround experts, key managerial personnel and other suitably qualified personnel, including CEO, COO, CFO and personnel in sales, marketing, finance, HR and operations. The Resolution Applicant also proposes to leverage the expertise of its existing management team and recruit additional industry-experienced personnel, together with appropriate incentive and monitoring mechanisms, to facilitate the effective turnaround and operation of the Corporate Debtor.
26. **Fund Infusion:** The Resolution Plan provides for realignment of the capital structure of the Corporate Debtor to viable and sustainable levels through infusion of funds by the Resolution Applicant by way of equity, debt, convertible securities, subordinate convertible loans or any other appropriate means. The funds so infused or caused to be infused shall, inter alia, be utilised towards settlement of the claims of the stakeholders in accordance with the terms of the Resolution Plan.
27. **Treatment of Stakeholders:** The Resolution Plan provides for an upfront payment of an aggregate amount of **Rs. 1,611,00,00,000** towards discharge of all admitted debts and contingent debts, if payable, in accordance with the terms of the Resolution Plan. The Resolution Amount shall be funded by the Resolution Applicant and/or the Implementing Entity through infusion of funds by way of equity, debt, convertible securities, subordinate convertible loans or other appropriate means, from their own funds, group company funds and/or external borrowings from banks or financial institutions.
28. **Unpaid CIRP Cost & Interim Process Cost:** The Resolution Plan provides that the Unpaid CIRP Costs shall be paid in priority to all other payments on the Payment Date, in accordance with Section 30(2)(a) of the code. It is further provided that the Interim Process Costs shall be

borne by the Resolution Applicant at actuals, over and above the Resolution Plan Amount, and shall be paid after the Unpaid CIRP Costs but before any distribution to other stakeholders.

29. **Operational Creditors:** The Resolution Plan provides for payment of 100% of the admitted claims of the Operational Creditors in accordance with Section 30(2)(b) of the Code and Regulation 38(1) of the CIRP Regulations. The admitted claims of the Operational Creditors shall be paid in full and final settlement on the Payment Date, after payment of the CIRP Costs and Interim Process Costs, and in priority to the payments proposed to the Financial Creditors.

30. **Dissenting Financial Creditors:** The Resolution Plan provides that the dissenting Financial Creditors shall receive at least the amount payable to them in accordance with Section 53(1) of the Code in the event of liquidation of the Corporate Debtor, and such payment shall be made in priority to the payments to assenting Financial Creditors, in compliance with Section 30(2)(b) of the Code and the applicable provisions of the CIRP Regulations.

31. **Secured Financial Creditors:** The Resolution Plan provides for upfront payment to the assenting Secured Financial Creditors from the balance Resolution Amount after making the payments and deductions specified therein, including Unpaid CIRP Costs, payments to other stakeholders, the initial equity subscription amount and any Excess Payment. Upon such payment, the Resolution Applicant reserves the right to acquire or take assignment of the Assigned Debt along with the related rights, subject to the exclusions specified in the Resolution Plan. Any amount remaining after satisfaction of the accrued interest, where applicable, shall be distributed in accordance with Section 53(1) of the Code.

32. The Resolution Plan provides that the Implementing Entity shall infuse an amount of Rs. 1,00,00,000/- into the Corporate Debtor towards the initial equity subscription. In consideration thereof, the Corporate Debtor shall issue 10,00,000 equity shares of Rs. 10/- each to the Implementing

Entity, thereby facilitating implementation of the Resolution Plan and recapitalisation of the Corporate Debtor.

33. The Resolution Plan further provides that, upon implementation, the entire existing issued, subscribed and paid-up equity share capital (other than the newly issued equity shares subscribed by the Resolution Applicant/Implementing Entity or their nominees) and the preference share capital of the Corporate Debtor shall stand extinguished without payment of any consideration, on the ground that the existing share capital is not represented by the available assets of the Corporate Debtor, thereby enabling restructuring of the capital structure in accordance with the Resolution Plan.

34. The Applicant submits that Monitoring Committee shall be constituted consisting of;

    a) *2 representatives of the CoC;*
    b) *2 representatives of the Resolution Applicant; and*
    c) *The Resolution Professional acting as Interim Manager, or any other person appointed by the Resolution Applicant with the consent of the CoC representatives.*

35. **Source of Funds:** The Resolution Applicant proposes to fund the Resolution Amount of INR 1,611 crores from its own sources and/or group company funds and/or through external debt raised from banks and financial institutions. The funds shall be infused into the Corporate Debtor by the Implementing Entity, directly or indirectly, by way of equity, quasi-equity, debt, convertible securities, subordinate convertible loans, or a combination thereof.

36. **Performance Guarantee:** The Resolution Professional has submitted Form-H under Regulation 39(4) of the CIRP Regulations to certify that Performance Guarantees of Rs. 161,10,00,000 has been submitted by HDFC Bank Limited in favor of Omkara Assets Reconstruction Private Limited. The performance bank guarantee dated 14.05.2026 and is valid up till 13.05.2027, with an additional claim period of 12 months.

37. **Term and Implementation of Plan**: The implementation and term of the Plan shall commence from the Approval Date and continue until the Transfer Date. All payments to stakeholders shall be made on an upfront basis on the Payment Date, which shall be no later than 30 days from the Approval Date. The Transfer Date, by which all implementation steps including capital restructuring and reconstitution of the Board shall be completed, shall be no later than 30 days from the Approval Date.

STATUTORY COMPLIANCE:

38. In compliance of Section 30(2) of IBC, 2016, the Resolution Professional has examined the Resolution plan of the Successful Resolution Applicant and confirms that this Resolution Plan:

a) Provides for payment of Insolvency Resolution Process cost in a manner specified by the Board in the priority to the payment of other debts of the corporate debtor;

b) Provides for payment of debts of Operational Creditor;

c) Provides for payment to the Financial Creditors who did not vote in favour of the Resolution Plan

d) Provides for the management of the affairs of the Corporate Debtor;

e) Provides for the implementation and supervision of the resolution plan;

f) Does not contravene any of the provisions of the law for the time being in force.

39. It is further confirmed by Applicant that, in compliance of the Section 30(4) of the IBC, 2016, the Resolution Plan is feasible and viable, according to the CoC (b) has been approved by the CoC with 98.96% voting share.

40. It is further confirmed by Applicant that, in compliance of Regulation 38 of CIRP Regulations, the Resolution Professional confirms that the Resolution plan provides that;

i. The amount due to the Operational Creditors under Resolution Plan shall be given priority in payment over Financial Creditors.

ii. The Resolution Plan includes a statement as to how it has dealt with the interest of all stakeholders.

iii. The Resolution Plan provides:

a) The terms of the plan and its implementation schedule.

b) For the management and control of the business of the Corporate Debtor during its term.

c) Adequate means of Supervising its implementation.

41. The Resolution Professional has filed an affidavit dated 15.06.2026 stating that, pursuant to the order dated 02.06.2026 passed by this Tribunal in **IA (I.B.C)/2098(MB)2026**, condoning the delay and directing inclusion of claims aggregating to **Rs. 65,48,402/-** of certain Operational Creditors and an Employee, the revised List of Creditors was placed before and taken on record by the CoC in its 17th meeting held on 09.06.2026. Consequently, the Resolution Professional has revised and updated the Form-H filed with the Plan Approval Application and placed the Revised Form-H on record before this Tribunal. The relevant extracts of which are reproduced hereunder:

FORM H

COMPLIANCE CERTIFICATE

(*Under Regulation 39*(*4*) *of the Insolvency and Bankruptcy Board of India* (*Insolvency Resolution Process for Corporate Persons*) *Regulations, 2016)*

I, Jayesh Natvarlal Sanghrajka, an insolvency professional enrolled with Indian Institute of Insolvency Professionals of ICAI and registered with the Board with registration number IBBI/IPA-001/IP-P00216/2017-2018/10416, am the resolution professional for the corporate insolvency resolution process (CIRP) of Gstaad Hotels Private Limited.

42. The details of the CIRP are as under:

Sr. No.	***Particulars***	***Description***
1.	*Name of the CD*	*Gstaad Hotels Private Limited*
2.	*Date of Initiation of CIRP*	*July 8, 2025*
3.	*Date of Appointment of IRP*	*July 8, 2025*
4.	*Date of Publication of Public Announcement*	*July 10, 2025*
5.	*Date of Constitution of CoC*	*July 30, 2025*
6.	*Date of First Meeting of CoC*	*August 6, 2025*
7.	*Date of Appointment of RP*	*August 6, 2025*
8.	*Date of Appointment of Registered Valuers*	*August 24, 2025*
9.	*Date of Issue of Invitation for EOI (In case of multiple issuance of EOI, please specify all such dates)*	• *Form G (Invitation for Expression of Interest): August 30, 2025;* • *Clarification to Form G: September 16, 2025.*
10.	*Date of Final List of Eligible Prospective Resolution Applicants*	*October 27, 2025*
11.	*Date of Invitation of Resolution Plan*	*October 27, 2025*
12.	*Last Date of Submission of Resolution Plan*	• *November 3, 2025 (as per Form G dated August 30, 2025).* • *November 12, 2025 (as per Clarification to Form G dated September 16, 2025)* • *November 27, 2025 (revised last date pursuant*

		to delay in receipt of Section 29A due diligence reports, which led to issuance of the Final List of Eligible PRAs on October 27, 2025, post which the Request for Resolution Plan (RFRP) and data room access were provided to the PRAs, and the last date for submission of Resolution Plans was resultantly extended to November 27, 2025).
13.	*Date of submission of Resolution Plan to the RP*	• *November 27, 2025 Submission of initial Resolution Plans.* • *March 12, 2026 Submission of revised/final Resolution Plans pursuant to negotiations with the Resolution Applicants.*
14.	*Date of placing the Resolution Plan before the CoC*	• *December 10, 2025 - The date on which the Resolution Plans received on November 27, 2025, from the RAs, were shared with the CoC.*

		• *March 14, 2026 The date on which the Revised/final Resolution Plans received on March 12, 2026, from the RAs, were shared with the CoC.*
15.	*Date of Approval of Resolution Plan by CoC*	*May 11, 2026*
16.	*Date of Filing of Resolution Plan with Adjudicating Authority*	*May 18, 2026*
17.	*Date of Expiry of 180 days of CIRP*	*January 04, 2026*
18.	*Date of Order extending the period of CIRP on request filed by RP*	*Extension of CIRP Period* *• January 8, 2026* *• April 7, 2026*
19.	*Date of Expiry of Extended Period of CIRP*	*May 19, 2026*
20.	*Fair Value*	*• Valuer 1 - Rs. 1,232.53 Crores* *• Valuer 2 - Rs. 1,268.64 Crores*
21.	*Liquidation value*	*• Valuer 1 - Rs. 1,047.65 Crores* *• Valuer 2 - Rs. 1,009.01 Crores*
22.	*Number of Meetings of CoC held*	*16 (Sixteen)*

43. The resolution professional hereby certified that:

i. *the said Resolution Plan complies with all the provisions of the Insolvency and Bankruptcy Code, 2016 (IBC/Code), the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 (CIRP*

Regulations) and does not contravene any of the provisions of the law for the time being in force.

ii. *the Resolution Applicant* ***Shree Naman Developers Private Limited*** *has submitted an affidavit pursuant to section 30(1) of the Code confirming its eligibility under section 29A of the Code to submit resolution plan. The contents of the said affidavit are in order.*

iii. *the said Resolution Plan has been approved by the CoC in accordance with the provisions of the Code and the CIRP Regulations made thereunder. The Resolution Plan has been approved by* ***98.96%*** *of voting share of financial creditors after considering its feasibility and viability and other requirements specified by the CIRP Regulations.*

44. *The details and documents related to the Successful Resolution Applicant are as under:*

Sr. No.	***Particulars***	***Description***
1.	*Name of Successful Resolution Applicant (SRA)*	***Shree Naman Developers Private Limited***
2.	*Nature of Business of SRA*	*Real estate development with diversified interests in hospitality and allied sectors.*
3.	*Relationship status of SRA with CD, if any*	*None*
4.	*Whether SRA is eligible to submit plan u/s 240A of IBC in case of MSME CD*	*Not Applicable*

5.	*Due Diligence Certificate of the RP u/s 29A of IBC for the SRA (pls attach copy of certificate)*	*The copy of the Section 29A due diligence report issued by M/s. Aylegum Advisory LLP on October 14, 2025, has been annexed herewith as* ***Annexure 2 to Exhibit B @ Pg 216-273 to the Plan Approval Application.***

45. *Details of CIRP and Resolution Plan:*

Sr. No.	***Particulars***	***Description***
1.	*Whether Corporate Debtor is an MSME, if so, Date of obtaining MSME registration (pls attach copy of registration certificate)*	*No*
2.	*Business of the CD*	*The Corporate Debtor is engaged in the business of owning hotel properties and hospitality related activities.*
3.	*Total Admitted Claims (Amount in Rs.)*	

Sr. No.	*Description*	*Principal*	*Interest and*	*Total*

<table>
<tr><td></td><td colspan="2">
<table>
<tr><td></td><td></td><td></td><td>penalty, if any</td><td></td></tr>
<tr><td>1.</td><td>Corporate Guarantee claims</td><td>N/A</td><td>N/A</td><td>N/A</td></tr>
<tr><td>2.</td><td>Other than Corporate Guarantee claims</td><td>8,27,18,76,134</td><td>3,48,57,43,725</td><td>11,75,76,19,859</td></tr>
</table>
</td></tr>
<tr><td>4.</td><td>Resolution Plan Value (including insolvency resolution process cost, infusion of funds etc.)

(In the case of real estate CDs, provide the monetary value of flats etc. given to allottees)</td><td>Rs. 16,11,00,00,000 (Rupees One Thousand Six Hundred and Eleven Crores only)</td></tr>
<tr><td>5.</td><td>Voting percentage (%) of CoC in favour of Resolution Plan</td><td>98.96%

Copy of the Minutes of 16th CoC Meeting held on May 8, 2026, is annexed herewith as Exhibit S</td></tr>
</table>

46. *The list of financial creditors of the CD being members of the CoC and distribution of voting share among them is as under:*

Sr. no.	***Name of Creditor***	***Voting Share (%)***	***Voting for Resolution Plan (Voted for/ Dissented/ Abstained)***
1.	*Omkara Assets Reconstruction Private Limited*	*95.76%*	*Voted For*
2.	*Global Hospitality Licensing S.A.R.L.*	*3.20%*	*Voted For*
3.	*Kanazawa Holdings Private Limited*	*0.91%*	*Abstained*
4.	*Ahuja Finance Company Pvt Ltd*	*0.13%*	*Abstained*

47. Details of Realisable Amount:

Stakeholder Type	*Amount(s)*				*Payment Schedule*
	Amount Claimed	*Amount Admitted*	*Realisable amount under the plan*	*Amount realizable in plan to amount claimed (%)*	
Secured Financial Creditors:					
-Creditors not having a right to vote	*N/A*	*N/A*	*N/A*	*N/A*	*N/A*

under sub-section (2) of section 21					
Dissenting	*N/A*	*N/A*	*N/A*	*N/A*	*N/A*
Assenting	*11,23,59,60,063*	*11,23,28,10,037*	*15,58,35,00,644*	*138.69%*	*Upfront on Payment Date (within 30 days of Approval Date)*
Unsecured Financial Creditors:					
Creditors not having a right to vote under sub-section (2) of section 21	*3,87,52,70,061*	*82,48,164*	*82,48,164*	*0.21%*	*Upfront on Payment Date*

Dissenting	*14,72,49,590*	*11,83,50,867*	*11,83,50,867*	*80.37 %*	*Upfront on Payment Date*
Assenting	*N/A*	*N/A*	*N/A*	*N/A*	*N/A*
Operational Creditors:					
i. Government	*1,41,45,465*	*1,41,45,465*	*1,41,45,465*	*100%*	*Upfront on Payment Date*
ii. Workmen - PF dues - Other dues	*N/A*	*N/A*	*N/A*	*N/A*	*N/A*
iii. Employees - PF dues - Other dues	*N/A 27,026*	*N/A 27,026*	*N/A 27,026*	*N/A 100.00%*	*Upfront on Payment Date*

iv. Other Operational Creditors	*46,32,76,501*	*38,40,38,300*	*38,40,38,300*	*82.90 %*	*Upfront on Payment Date*
Other Debts and Dues	*NIL*	*NIL*	*NIL*	*NIL*	*NIL*
Shareholders	*NIL*	*NIL*	*NIL*	*NIL*	*NIL*
Total	***15,73,5928,706***	***11,75,76,19,859***	***16,10,83,10,465***	***102.50%***	

48. Details of Income Tax losses carry forward under Section 79(2)(c) of Income Tax Act, 1961, if any as per the Income Tax Return filed for AY 25-26 (FY 24-25), a summary of the losses is tabulated as below;

Sr. No.	*Nature of Loss*	*Amount (Rs.)*
1.	*Business Loss Carry Forward*	*Rs. 69,00,91,303/-*
2.	*Business Loss u/s 35AD (Specified Business)*	*Rs. 6,25,78,30,535/-*
3.	*Unabsorbed Depreciation*	*Rs. 2,25.01,941/-*

<u>Objections to the Resolution Plan</u>

49. An Application IA (IBC)/2516/2026 is filed by **Mr. Deepak B. Raheja and Mrs. Anita D. Raheja** (hereinafter collectively referred to as the "Applicants"), in their capacity as members of the Suspended Board of

Directors of **Gstaad Hotels Private Limited (Corporate Debtor)**, under Section 60(5) of the Insolvency and Bankruptcy Code, 2016 ("Code") read with Rule 11 of the National Company Law Tribunal Rules, 2016 ("Rules"), seeking, inter alia, the following major reliefs:

a. *Reject and/or refuse approval of the Resolution Plan submitted in the CIRP of the Corporate Debtor as being non-compliant with the mandatory requirements of Sections 30(2), 30(2)(e), 30(4) and 31 of the Insolvency and Bankruptcy Code, 2016 and the provisions of the CIRP Regulations framed thereunder;*

b. *Hold and declare that the claim verification exercise undertaken during the CIRP stands vitiated by material irregularities, non-consideration of relevant records, failure of independent verification and improper determination of claims in violation of Sections 18, 21, 25 and 208 of the Insolvency and Bankruptcy Code, 2016 read with Regulations 13, 14, 36, 38 and 39 of the CIRP Regulations;*

c. *Declare that the voting shares and decisions of the Committee of Creditors require reconsideration upon lawful verification and determination of claims and creditor entitlements;*

d. *Direct reconstitution of the Committee of Creditors upon proper verification, reconciliation and adjudication of claims and voting rights in accordance with law;*

e. *Direct the Resolution Professional to place on record complete borrower-wise, facility-wise and transaction-wise reconciliation of debt, recoveries, appropriations, interest computations and security interests together with all supporting records relied upon for claim admission;*

f. *Pass appropriate orders and directions in respect of the conduct of the Resolution Professional, if this Hon'ble Tribunal finds that the statutory obligations of independent claim verification, consideration of objections and maintenance of transparency* *during the CIRP were not discharged in accordance with the Insolvency and Bankruptcy Code, 2016 and the Regulations framed thereunder;*

50. The Applicants, being the Suspended Directors of the Corporate Debtor, have opposed the approval of the Resolution Plan dated 12.03.2026 along with clarification dated 07.05.2026, alleging that the CIRP proceeded on the basis of disputed, unverified and continuously evolving claims and that the Resolution Professional failed to independently verify the claims forming the basis of the constitution and voting share of the CoC, particularly the financial debt claimed by Omkara Assets Reconstruction Private Limited, including penal/default interest and other charges, resulting in material defects in claim admission, creditor classification, voting rights and stakeholder treatment.

51. The Applicants have raised following issues in their challenge to the resolution plan dated 12.03.2026 along with clarification dated 07.05.2026:

   a) *Related party issues not fully resolved and defective constitution, of committee of creditors and its classification.*
   b) *The resolution professional failed to preserve the corporate debtor as a going concern and caused erosion of enterprise value.*
   c) *Implementation of the alleged assignment contradicted by the contemporaneous record.*
   d) *Failure to verify compliance with the security trustee arrangement and transfer of beneficial interest.*
   e) *Failure to examine legality of ECLGS assignment.*
   f) *Inflated claim admission and failure of claim verification.*
   g) *Improper allocation of un adjudicated avoidance recoveries.*
   h) *Unverified payment of Rs.435.60 crores towards accrued interest resulting in a recovery of 138. 78%, to secured financial creditors.*
   i) *Arbitrary extinguishment of shareholder value despite secured financial creditors receiving 138.78 % recovery.*

j) *Extinguishment of unencumbered third-party shareholding.*
k) *Judicial recognition of post-RFRP claim admissions and erroneous claim determination.*
l) *Failure to verify perfection of security interests and compliance with SARFAESI and companies act requirements.*
m) *Unverified compounded interest. Prohibited penal interest and continuing debt escalation vitiating claim verification.*
n) *Defective claim verification and uncrystallized debt structure.*
o) *Absence of transparency in debt computation and reconciliation.*
p) *Personal use of corporate debtor's assets by the resolution professional.*
q) *Failure to address objections raised by the suspended board.*
r) *Inclusion of disputed and unverified CIRP costs.*
s) *Creditor-centric evaluation matrix and tie breaker criteria.*
t) *Approvals of the resolution plan despite pending civil appeals before the hon'ble supreme court concerning the very debt and default forming the basis of the CIRP.*
u) *Defective Constitution of the Committee of Creditors*
v) *Excess Recovery and Extinguishment of Shareholder Interest*

52. In the present case the objectors are suspended directors and guarantors also, besides being promoters and majority shareholders of the corporate debtor. Further, the objectors being suspended board members had the notice of the CoC meetings, accordingly they could not allege carrying of the CIRP process in the manner contrary to the law at this stage, while they could have raised some of the issues, raised now, earlier before this tribunal in relation thereto. Nonetheless, it is relevant to note that the objectors being the suspended board members were issued notice of COC meetings, therefore they ought to be fully conversant with the manner in which CIRP process leading to the approval of resolution plan was run.

53. The Applicants have principally questioned the admission and determination of the claim of Omkara Assets Reconstruction Private

Limited ("Omkara ARC"), which constituted the substantial majority of the voting share in the CoC. According to the Applicants, the said claim was not subjected to adequate borrower-wise reconciliation and independent verification with respect to the quantification of debt, recoveries, interest, ECLGS facilities, assignment of debt and compliance with the Security Trustee framework and the underlying security arrangements.

54. The Applicants further contended that, notwithstanding the alleged assignment in favour of Omkara ARC, Piramal continued to exercise control over the borrower accounts, issue instructions to IDBI Trusteeship and receive recoveries. It is therefore submitted that the Resolution Professional ought to have examined the effect of such transactions and the compliance with the Security Trustee Agreement, Deed of Adherence and other requirements relating to transfer and perfection of the security interests before recognising Omkara ARC as the dominant secured financial creditor.

55. It is further contended that the admission of claims relating to ECLGS-backed facilities, penal/default interest, post-assignment accruals and other interest components was not preceded by adequate reconciliation and independent verification. According to the Applicants, such disputed components materially affected the quantum of admitted financial debt and, consequently, the voting rights of the respective creditors.

56. The Applicants also challenge the treatment of assets and recoveries under the Resolution Plan, particularly the proposed utilisation of avoidance transaction recoveries, cash balances and additional interest for the benefit of the Secured Financial Creditors. It is contended that such treatment, coupled with extinguishment of the existing shareholding, including that of the shareholders, was not supported by an adequate valuation or stakeholder-balancing exercise.

57. The Applicants further submit that the creditor universe and liability structure remained unsettled even after approval of the Resolution Plan

by the CoC, particularly in view of the order dated 02.06.2026 permitting inclusion of additional claims. According to the Applicants, the subsequent changes demonstrate that the Resolution Plan was approved on the basis of a creditor and debt matrix which had not attained finality.

58. It is alleged that the Resolution Professional failed to discharge his statutory duties relating to independent claim verification, transparency and preservation of the value of the Corporate Debtor and, further, derived personal benefits from the assets and resources of the Corporate Debtor during the CIRP.

59. On the basis of the aforesaid alleged irregularities, the Applicants submit that the Resolution Plan dated 12.03.2026, as clarified on 07.05.2026, suffers from material irregularities and non-compliance with the Code and the CIRP Regulations and therefore ought not to be approved in its present form.

60. In the case of ***Santosh R. Shetty v. Rajan Deshraj Agarwal and Ors., (2026) ibclaw.in 880 NCLAT***, It is held that "*102……As per the scheme of the Code, as interpreted by the Hon'ble Supreme Court consistently, places a premium on time-bound resolution of insolvency. The Code deliberately creates a tight and tiered system of remedies at defined stages of the CIRP. Applications before the Adjudicating Authority are required to be made at the appropriate stage and with reasonable promptitude. It is not open to a party who has full knowledge of the CIRP proceedings including the valuation exercise and the CoC meetings to remain silent throughout the process and then file an isolated application seeking to nullify the entire CIRP at the very final stage when the Resolution Plan approved by 100% of CoC, is before the Adjudicating Authority for approval*."

61. It is trite that this Tribunal has limited jurisdiction to interfere with the commercial wisdom of the CoC while approving the resolution plan. A perusal of section 31(1) of the Code demonstrates that the NCLT is

required to examine three things while approving a resolution plan, namely

a. whether such a Plan is approved by the COC in terms of section 30(4) of the Code;
b. whether such a Plan is in accordance with section 30(2) of the Code and the regulations made in furtherance thereto and
c. whether the Plan has set out a mechanism for its effective implementation.
d. If the aforesaid three conditions are satisfied, then the NCLT "***shall***" approve the resolution plan. Therefore, the NCLT has no discretion beyond the tenets set out in section 31(1), to reject a resolution plan. In other words, there is only scope for limited judicial review under section 31(1) of the IBC.

62. In the case of ***<u>K. Sashidhar vs. Indian Overseas Bank & Ors., CIVIL APPEAL NO.10673 OF 2018,</u> it is held at Para 37 that:***

37. ………..... Indubitably, the remedy of appeal including the width of jurisdiction of the appellate authority and the grounds of appeal, is a creature of statute. The provisions investing jurisdiction and authority in the NCLT or NCLAT as noticed earlier, has not made the commercial decision exercised by the CoC of not approving the resolution plan or rejecting the same, justiciable. This position is reinforced from the limited grounds specified for instituting an appeal that too against an order "approving a resolution plan" under Section 31. First, that the approved resolution plan is in contravention of the provisions of any law for the time being in force. Second, there has been material irregularity in exercise of powers "by the resolution professional" during the corporate insolvency resolution period. Third, the debts owed to operational creditors have not been provided for in the resolution plan in the prescribed manner. Fourth, the insolvency resolution plan costs have not been *provided for repayment in priority to all other debts. Fifth, the resolution plan does not comply with any other criteria specified by the Board. Significantly, the matters or grounds - be it under Section 30(2) or under Section 61(3) of the I&B Code - are regarding testing the validity of the "approved" resolution plan by the CoC; and not for approving the resolution plan which has been disapproved or deemed to have been rejected by the CoC in exercise of its business decision.*

63. In case of ***M.K. Rajagopalan v. Dr. Periasamy Palani Gounder & Anr., (2023) ibclaw.in 60 SC***, it was explained at Para 47 that "*the commercial wisdom of CoC means a considered decision taken by CoC with reference to the commercial interests and the interest of revival of the corporate debtor and maximization of value of its assets. This wisdom is not a matter of rhetoric but is denoting a well-considered decision by the protagonist of CIRP i.e., CoC…………………. This Court also observed in* ***K. Sashidhar*** *that 'there is an intrinsic assumption that financial creditors are fully informed about the viability of the corporate debtor and feasibility of the proposed resolution plan*……………*It follows as a necessary corollary that to be worth its name, the commercial wisdom of CoC would come into existence and operation only when all the relevant information is available before it and is duly deliberated upon by all its members, who have direct and substantial interest in the survival of corporate debtor and in the entire CIRP*". It is concluded at para 47.1 that "*In light of the aforesaid position of law and its operation in relation to the decision-making process of CoC, it needs hardly any emphasis that each and every aspect relating to the resolution plan, and more particularly its financial layout, has to be before the CoC before it could be said to have arrived at a considered decision in its commercial wisdom.*" The Objectors have not brought forth any cogent material to demonstrate that all the relevant information were not available before the CoC or were not deliberated upon by its members.

64. In the case of ***Dharampal Premchand Ltd. v. Jitendra Bhandari and Ors., (2026) ibclaw.in 706 NCLAT****, it is held that* "***50.*** *At the outset, it is necessary to note that the jurisdiction under Section 61 of the Insolvency and Bankruptcy Code is limited. Interference with an approved Resolution Plan can be made, only if the Appellant is able to show patent illegality, material irregularity, violation of mandatory provisions of law, or perversity in the findings of the Adjudicating Authority. Mere dissatisfaction with the outcome of the CIRP or disagreement with the manner in which a claim was treated cannot by itself become a ground to reopen a completed insolvency process, particularly after approval of the Resolution Plan. The object of the Code is to ensure resolution, revival of the Corporate Debtor, and finality of the insolvency process within prescribed timelines*."

65. **Vallal RCK vs. M/S. Siva Industries and Holdings Ltd. and Ors., though in relation to Section 12A of the Code,** has reiterated as follows –

> ***27.*** *This Court has, time and again, emphasized the need for minimal judicial interference by the NCLAT and NCLT in the framework of IBC. We may refer to the recent observation of this Court made in the case* ***of Arun Kumar Jagatramka v. Jindal Steel and Power Limited and Another***
>
> > *95. ….However, we do take this opportunity to offer a note of caution for NCLT and NCLAT, functioning as the adjudicatory authority and appellate authority under the IBC respectively, from judicially interfering in the framework envisaged under the IBC. As we have noted earlier in the judgment, the IBC was introduced in order to overhaul the insolvency and bankruptcy regime in India. As such, it is a carefully considered and well thought out piece of legislation which sought to shed away the practices of the past. The legislature has also been working hard to ensure that the efficacy of this legislation remains robust by constantly amending*

it based on its experience. Consequently, the need for judicial intervention or innovation from NCLT and NCLAT should be kept at its bare minimum and should not disturb the foundational principles of the IBC….."

66. Further, there is no quarrel to the decisions in case of ***Lamba Exports Pvt. Ltd. Vs. Dhir Global Industries Pvt. Ltd., and Others, 2026 SCC OnLine SC 459*** and ***Greater Noida Industrial Development Authority Vs. Prabhjit Sigh Soni and Another, 2024 6 Supreme Court Cases 767*** relied by Objectors as these decisions only reiterate that the commercial wisdom the CoC can be challenged on a legally sustainable foundation, such as statutory illegality or jurisdictional infirmity or shortcoming in the resolution plan in terms of the parameters specified in Sub section 2 of Section 30 IBC coupled with Regulations 37 and 38 of the CIRP Regulations 2016.
67. The reliance of Objector on a Co-ordinate Bench decision in the case of ***Mr Shailendra Ajmera Vs. Committee of Creditors of Nirmal Lifestyle (Kalyan) Pvt. Ltd. & Ors. {IA-88/MB/2024 in CP(IB)-1337/MB/2020)}*** is misplaced as the issue in that case was pertaining to grant of several relaxations from the provisions of RFRP to SRA without giving the same benefit to the all the PRAs.
68. Nonetheless, we consider it appropriate to deal with the issues raised by the objectors in the following paragraphs.
69. This Tribunal in its Order dt. 08.07.2025 admitting the Corporate Debtor into CIRP had observed in para 6.1 that "*The issue in relation to Assignment Agreement has already been decided by Hon'ble Karnataka High Court in favour of Financial Creditor. It is relevant to note the observation of Hon'ble NCLAT in its Order in relation also, which reads as "The prayer of the Appellant before the High court having not been accepted, questioning the assignment dated 27.12.2022, we are of the view that no fault can be found in the assignment at this stage"*.

Accordingly, the objection to in relation to assignment of debt, including assignability of ECLGS facility, from Piramal to Omkara can not be considered at this stage.

70. It is noted that the Hon'ble Supreme Court has not stayed the CIRP process in the proceedings, arising from civil appeal filed by the objectors before the Hon'ble supreme court against the order dated 08.07.2025 passed by this tribunal and again upheld by the Hon'ble NCLAT, accordingly there was no bar in continuing with the CIRP process culminating into approval of the resolution plan by CoC, which is before us for approval under Section 31 of IBC.

71. As regards alleged failure to verify compliance with the security trustee arrangement and transfer of beneficial interest, and perfection of security interests and compliance with SARFAESI and Companies Act requirements, it is not disputed that the debt was owed by the corporate debtor to the lender and the said debt was secured by the properties of the corporate debtor. The alleged noncompliance with security trustee arrangement or any alleged deficiency in perfection of security interest are not relevant consideration in the present matter, even if there may be one, as all the creditors, whether secured or unsecured, are being paid in full.

72. It was noted by this tribunal in order dated 08.07.2025 that

> "6.2.10.4 *Mukund M. Chitale & Co. has also placed on record loan account statements for the period 28 December 2017 to 15 January 2025 for the commercial loans availed by Corporate Debtor and NCPPL from PCHFL and PEL prepared on the basis of the statement of account of the Corporate Debtor and NCPPL maintained by PCHFL and PEL and the details of recoveries prepared and provided by the Applicant Financial Creditor in spreadsheet format*."

6.2.10.5 …………..*The Corporate Debtor has also placed on record another Report dated 26.04.2025 titled as "Report on Review of Commercial Loan Outstanding — 2" by BK Ramadhyani & Co. LLP, Chartered Accountants Bangalore. In the said report, this firm has commented on the report submitted by Mukund M. Chitale & Co. and has given following review points* :-

a. *For the re-computation of the loan overdues, the interest rate applied to the loan accounts are as charged by Piramal up to 15.11.2022 and 13% after the said date. The interest rates charged by Piramal are inappropriate as explained in our previous report and hence considering the same rates may not.be correct.*
b. Interest is computed on the entire balance outstanding and not on the principal outstanding which may have a compounding effect.
c. The report furnished doesn't consider the interest rate changes which need to be passed on to the borrower.
6.2.10.6 The above comments on the report of Mukund M. Chitale & Co. clearly shows that BK Ramadhyani & Co. LLP has not found any fault in the computation of the default amount, but has questioned the quantum on the ground of inappropriateness in the rate of interest applied by Financial Creditor/Lenders. These issues raised in the earlier Review Report are being dealt in the following paras -…"

73. Thereafter, this tribunal, in the said order, dealt with the review points raised by the auditors engaged by the objectors in section 7 admission proceedings. It is evident from the second review report of BK Ramadhyani & Co. LLP furnished by the objectors during section 7 proceedings that the report of Mukund M. Chitale & Co. was provided to them and it had relevant and necessary information/details to determine and quantify the outstanding amount of claim of the Omkara. During this

proceeding, it was clarified by the Ld. Counsel for the Resolution Professional that the claim of Omkara was admitted on the basis of working provided in *Mukund M. Chitale & Co.* report. It is noted that the applicant had not pointed out if the said report has misapplied the interest or Rules of Appropriation provided in Clause 29 of Agreement dated 26.12.2017. Further, the other issues flagged by *BK Ramadhyani & Co. LLP* were dealt with by this tribunal in order dated 08.07.2025. Accordingly, we do not find any merit in allegation of inflated claim being admitted by the Resolution professional or non-provision of facility wise computation.

74. The objectors have submitted that Ahuja Finance Company Private Limited ("Ahuja") and Kanazawa Holdings Private Limited ("Kanazawa"), though a related party, were classified as unrelated party and included in the CoC. Further, they had also participated in the meetings thereof. It is noted that Section 21 (2) of the Insolvency and Bankruptcy Code, 2016 provides that the CoC shall comprise all financial creditor of the corporate debtor but the related party financial creditor shall not have any right of representation, participation or voting in a meeting of a CoC.

75. Kanazawa is stated to be a related party creditor by virtue of its association through Royal Investments Limited ("RIL"), which held approximately 10% shareholding the Corporate Debtor. It is noted that one Mr. Ashok Ahwatani was Director in Kanazawa as well as RIL, and RIL admittedly held less than 20% shares in the Corporate Debtor. We could not find any clause in Section 5(24), whereby the Lender Company, having a common Director with the Shareholder holding, less than 20% of Corporate Debtor's capital, can be classified as related party in relation to the Corporate Debtor. It is not the case of objectors that the Board of Corporate Debtor was accustomed to act on the advice, directions, on instructions of Mr. Ashok Ahwatani or RIL or Kanazawa.

76. Ahuja is stated to be a related party as its Director Mr. Anil Ahuja is a brother of the Director of the Corporate Debtor Mr. Sunil Ahuja. It is submitted by the Resolution Professional that Ahuja was considered as the related party in the financial statements because Section 2(76)(iv) of the Companies Act, 2013 includes ‘a private company in which a director or manager *or his relative* is a member or director’ in the term Related party, however, Section 5(24)(d) of the IBC includes a Private Company in which the Director of the Corporate Debtor is a Director and holds along with relatives more than 2% of its paid-up capital. Since, Sunil Ahuja is the brother of Anil Ahuja and also a director of the Corporate Debtor, but, Sunil Ahuja is not a Director of Ahuja Finance Pvt. Ltd. Accordingly, while Ahuja Finance is a related party under the Companies Act, since, Anil Ahuja, the brother of Sunil Ahuja is a Director of Ahuja Finance, but, it is not a related party under Section 5(24) since, the Sunil Ahuja, the Director of the Corporate Debtor is not the Director of the Ahuja Finance.

77. In the case of ***Phoenix ARC Private Limited vs. Spade Financial Services Limited & Ors. (2021) 3 Supreme Court Cases 475***, it is held that the relationship is to be examined strictly in terms of section 5(24) of IBC only. The relevant part of the decision is reproduced below -

> *“62. The definition describes a commutative relationship, meaning that X can be a related party of Y, if either X is related to Y, or Y is related to X. The definition of ‘related party’ under the IBC is significantly broad. The intention of the legislature in adopting such a broad definition was to capture all kinds of inter relationships between the financial creditor and the corporate debtor.*
>
> *59 The term ‘related party’ has also been defined by Parliament in the Companies Act, 2013 for all corporations. The definition of the expression has also been expanded for listed entities by the Securities Exchange Board of India by amendment to the Equity*

Listing Agreement to include elements mentioned under applicable accounting standards. However, in the present case, we are assessing its definition only under the IBC, which is exhaustive. The purpose of defining the term separately under different statutes is not to avoid inconsistency but because the purpose of each of them is different. Hence, while understanding the meaning of 'related party' in the context of the IBC, it is important to keep in mind that it was defined to ensure that those entities which are related to the Corporate Debtor can be identified clearly, since their presence can often negatively affect the insolvency process."

(emphasis supplied)

78. Further, in the case of ***EPC Constructions India Limited vs. Matix Fertilisers and Chemicals Limited (2026) 2 Supreme Court Cases 272***, it is held that *the treatment in the accounts due to prescription of accounting standards will not be determinative of the nature of relationship between the parties*. Accordingly, the allegation of objectors in relation to defective constitution of CoC and unresolved related party issues has no substance.
79. It was observed during the course of proceedings by this tribunal that the proposed resolution plan contemplates exclusion of all related party creditors claim and shareholders while the application of the resolution money before us demonstrated that there shall be surplus available after settlement of the admitted claims of the unrelated creditors. During the course of proceedings, it was submitted by Resolution Professional that an appropriate addendum has to be place on record so as to include related party creditors claim in the proposed settlement and they shall be paid 100% of their admitted claims.
80. It is noted that the resolution plan contemplates payment of interest to the creditors till the date, the payment of claim amount is made to them pursuant to the said resolution plan, as the proposed resolution money is in excess of total admitted claims of the creditors. The objectors have

stated that the said stipulation results into payment of amounts to the secured financial creditor in excess of admitted claims without proposing any payment to the shareholders, which they ought to be entitled to in terms of section 53 of IBC. The Ld. Counsel for the objectors relied upon the decision of the case of **Sandeep Gupta v. JM Financial Asset Reconstruction Company Ltd. & Anr., (2024) ibclaw.in 16 NCLAT**, wherein it was held that "***34.*** *All creditors including the Financial Creditors under the scheme of IBC are only entitled to receive 100% of their admitted debt. The proposal which has now been submitted after receipt of email from Resolution Professional giving details of admitted claim and CIRP dues clearly indicate that entire dues are offered to be deposited by the Appellant. As noted above, on 10.10.2023, time was given to deposit, however, within three days voting was held in which proposal was dissented, which clearly shows anxiety of the CoC to somehow reject the proposal*." It is noted that the said decision was rendered in the context of 12A proposal, however, there is no quarrel now that all creditors including related party are being paid 100% of their admitted debt.

81. In the case of ***Mr. Arun Kumar Vs. Ms. Sripriya Kumar and Others (2023) ibclaw.in 503 NCLAT***, it is held that :

> "*23. The right which vested with the Kotak Bank / The Financial Creditor by virtue of the Loan Agreement / Settlement Agreement cannot be interfered by the Code. It is mainly for this reason that the non obstante clause, in the widest terms possible is contained in Section 238 of the Code, so that any vested right of either the Corporate Debtor or the Creditor, under any other law for the time being in force, cannot come in the way of the Code. The whole scheme and objective of the Code is to bring the defaulter Companies back on their feet, but at the same time cannot fiddle with the terms of the Contract as far as interest / penal interest or any other terms of the Agreement or Contract is concerned. To*

reiterate, it is not in the domain of the IBC, 2016, even to decide any contractual interest liability. Section 14 does not impose any restriction on charging of any interest till the amount is paid. It is the commercial wisdom of the CoC with respect to the quantum of amounts to be paid to the Creditors within the Provisions of the Code.

24………………. There is no provision in the Code that enables the Corporate Debtor or a Guarantor to seek remission in the interest claims from the Financial Creditors solely on the basis that there is a Resolution Plan. This Tribunal keeping view the provisions of the Code, the terms of the Agreement, the commercial wisdom of the CoC, is of the considered view that interest continues to accumulate as per law until the amount is repaid and we do not see any illegality in the act of the CoC in collecting the amount of penal interest by Kotak Bank."

82. Further, in the case of ***Rosario D'Souza v. Union Bank of India and Anr., (2024) ibclaw.in 122 NCLAT***, the Hon'ble NCLAT dealt with the issue regarding payment of Rs. 1 Crore over and above the admitted claims of the Respondent No. 2 which allegedly was done at the cost of the Shareholders of the Corporate Debtor i.e., Promoters, and held that "*61. The financial debt always has the time value and such time values continues till the debts are paid.*". Accordingly, Hon'ble NCLAT declined to interfere with the commercial wisdom of CoC approving payment of the amounts to the Creditors over and above the admitted claims.

83. Further in the case of ***Manav Investments and Trading Co. Ltd. Vs. Pratim Bayal and Others, 2024 SC OnLine NCLAT 42***, Hon'ble NCLAT rejected the objection, filed by related party Creditors on the ground that distribution not in accordance with vote share violates Section 53 read with Section 30(2)(b) of IBC, holding that the Appellant therein being related party is not entitled for any distribution.

84. It is noted that, in the present case, there was a surplus after settlement of unrelated creditors dues, including interest on admitted claims till the date of payment thereof, accordingly the RP had submitted that the CoC and SRA are aggregable to settle the dues of related party creditors in view of Section 53 of the IBC. Hence, there can be no question of discrimination in so far as related party creditors are concerned.

85. Further, this tribunal had inquired whether the resolution plan meets the requirement of section 30(4) in so far as it requires CoC to consider the proposed manner of distribution after taking into account the order of priority of creditors as laid down in section 53(1) of IBC.

86. In the case of ***Committee of Creditors of Essar Steel India Limited Vs. Satish Kumar Gupta & Others, 2020 8 Supreme Court Cases 531***, it is held that "*128. ……… Ms Madhavi Divan is also correct in stating that the order of priority of payment of creditors mentioned in Section 53 is not engrafted in sub-section (2)(b) as amended. Section 53 is only referred to in order that a certain minimum figure be paid to different classes of operational and financial creditors. It is only for this purpose that Section 53(1) is to be looked at as it is clear that it is the commercial wisdom of the Committee of Creditors that is free to determine what amounts be paid to different classes and sub-classes of creditors in accordance with the provisions of the Code and the Regulations made thereunder.*"

87. It is noted that explanation 1 to section 30(2) of IBC makes it clear that the distribution in accordance with the provisions of clause (b) thereof shall be fair and equitable to such creditors. In the case of Committee of Creditors of Essar Steel India Limited (supra), it is held that **"***129. As has been held in this judgment, it is clear that Explanation 1 has only been inserted in order that the Adjudicating Authority and the Appellate Tribunal cannot enter into the merits of a business decision of the requisite majority of the Committee of Creditors. As has also been held in this judgment, there is no residual equity jurisdiction in the*

Adjudicating Authority or the Appellate Tribunal to interfere in the merits of a business decision taken by the requisite majority of the Committee of Creditors, provided that it is otherwise in conformity with the provisions of the Code and the Regulations, as has been laid down by this judgment.”.

88. Further in the case of ***India Resurgence ARC Private Limited Vs. Amit Metaliks Limited and Anr., 2021 19 Supreme Court Cases 672,*** it is held at para 15 that *“.....The NCLAT was, therefore, right in observing that such amendment to sub-section (4) of Section 30 only amplified the considerations for the Committee of Creditors while exercising its commercial wisdom so as to take an informed decision in regard to the viability and feasibility of resolution plan, with fairness of distribution amongst similarly situated creditors; and the business decision taken in exercise of the commercial wisdom of CoC does not call for interference unless the creditors belonging to a class being similarly situated are denied fair and equitable treatment.”*

89. Accordingly, it can be said that the settlement of admitted claims of the creditors as on insolvency commencement date, including the interest accrued on the admitted claims of the creditors subsequent to the insolvency commencement date, shall be compliant with section 30(4) of IBC if the CoC so decides. However, it is clarified the residual resolution money, if any, after settlement of the creditors claim in the aforesaid manner has to accrue to the shareholders in view of full settlement of claims of creditors including the interest thereon till the date of payment.

90. It is noted that the admission of claims submitted after issuance of the RFRP has been objected by the objectors. However, it is noted that Regulation 13(1B) of CIRP regulation permits admissions of the claims received after seven days before the date of creditors for voting on the resolution plan, and those claims were admitted after condonation of delay by this tribunal in terms of Regulation 13(1C).

91. It is noted that the CIRP cost were notified to the CoC members in the CoC meetings for their consideration and the CIRP cost falling under regulation 31(e) are required to be approved by the CoC apart form the resolution professional cost which are to be fixed in terms of regulation 34. In case there is any unverified or disputed element of CIRP cost and the same is not approved by the CoC, the same shall have to be excluded from the consideration thereof under the resolution plan. Nonetheless, this aspect does not merit consideration in the present case as the unapproved CIRP cost falls outside the consideration of the resolution plan and also does not constitute a material irregularity.

92. The evaluation matrix and tie breaker criteria were approved by the CoC in its commercial wisdom, accordingly this tribunal can not interfere in that decision. Since the creditors are being fully paid in the present case, unadjudicated avoidance recoveries can not be allocated to them. Accordingly, those recoveries will accrue to the shareholders. In accordance with the settled law, the shareholders equity stands extinguished in terms of the approved resolution plan, even if such Extinguishment extends to non-promoter shareholding.

93. On perusal of the Resolution Plan, we find that the Resolution Plan provides for the following:

a. Payment of CIRP Cost as specified u/s 30(2)(a) of the Code.
b. Repayment of Debts of Operational Creditors as specified u/s 30(2)(b) of the Code.
c. For management of the affairs of the Corporate Debtor, after the approval of Resolution Plan, as specified u/s 30(2)(c) of the Code.
d. The implementation and supervision of Resolution Plan by the RP and the CoC as specified u/s 30(2)(d) of the Code.

94. It is pertinent to note that the Application for approval of Resolution Plan was not filed within 180 days of the initiation, and 134 days were taken

beyond 180 days for the same. The Resolution Professional has explained that the delay occurred on account of the receipt of a large number of EOI's and multiple Resolution Plans from eligible PRA's, requiring detailed evaluation, negotiations, compliance verification, and consideration of revised Resolution Plans by the Resolution Professional and the Committee of Creditors to ensure maximisation of value and compliance with the provisions of the Insolvency and Bankruptcy Code, 2016.

95. Upon consideration of the Resolution Plan, the submissions of the Resolution Professional, and the Compliance Certificate in **Form H**, this Tribunal finds that the Resolution Plan satisfies all the mandatory requirements of Section 30(2) of the Code and Regulations 37 and 38 of the CIRP Regulations. The Form H Compliance Certificate clearly demonstrates that the Plan provides for payment of CIRP costs in priority, ensures minimum statutory protection to operational creditors, makes adequate provision for dissenting financial creditors, and does not contravene any provision of law for the time being in force. The Resolution Plan submitted by Shree Naman Developers Private Limited provides for a total resolution consideration of Rs. 16,11,00,00,000 (Rupees One Thousand Six Hundred and Eleven Crores only) The Resolution Plan Value of Rs. 1,611 Crores substantially exceeds the average liquidation value of Rs. 1028.33 Crores, as determined by the two Registered Valuers, namely RNC Valuecon LLP (Rs. 1047.65 Crores) and KKCA Valuers LLP (Rs. 1009.01 Crores), thereby demonstrating that the approved Resolution Plan maximises value for the stakeholders of the Corporate Debtor and is commercially more beneficial than liquidation.

96. This Tribunal further finds that the Plan contains a viable and feasible framework for revival of the Corporate Debtor, with clearly identified sources of funds, defined implementation timelines, and a robust mechanism for management and supervision post-approval. The commercial terms of the Plan, having been approved unanimously by the

Committee of Creditors with **98.96% voting share**, fall squarely within the domain of the commercial wisdom of the CoC and do not warrant judicial interference in the absence of any material irregularity or illegality.

97. Accordingly, this Tribunal is satisfied that the Resolution Plan is compliant with the provisions of the Code and the CIRP Regulations, is fair and equitable to all stakeholders, and meets the objective of maximisation of value and revival of the Corporate Debtor as a going concern. The Plan therefore merits approval under Section 31 of the Insolvency and Bankruptcy Code, 2016.

98. The reliefs & concessions set out in the Resolution Plan as "Reliefs concessions and waivers" under Appendix VI or any other section of the Resolution Plan shall be in accordance with the principle laid down by Hon'ble Supreme Court in case of ***Ghanshyam Mishra and Sons Private Limited v/s. Edelweiss Asset Reconstruction Company Limited {[2021] 13 S.C.R. 737}*** and ***Municipal Corporation of Greater Mumbai vs. Abhilash Lal and Ors. (2019) ibclaw.in 480 NCLAT*** subject to the observations or limitations in the following paras.

    a. The Applicant shall file necessary forms and pay prescribed fees, if any, in terms of provisions of the Companies Act, 2013 in relation to reduction in capital and issuance of fresh capital, however, the Registrar of Companies shall waive the additional fees, if any, payable on such filing.
    b. Any increase in the authorized capital shall be subject to payment of prescribed fee, if any applicable, and filing of prescribed forms with the Registrar of Companies. The Income Tax Department shall be at liberty to examine the tax implications arising from accounting treatment, if any, proposed in the Plan in terms of Section 2(24), Section 28 and Section 56 of the Income Tax Act, 1961 read with GAAR provisions thereunder.

c. The SRA may approach prescribed authorities for waiver/reduction in fees, charges, stamp duty, and registration fees, if any arising from actions contemplated under the Resolution Plan and such request shall be dealt with subject to the relevant law/statute and adherence to the procedure prescribed thereunder.

d. The SRA may file appropriate application, if required, for renewal of all Business Permits, rights, entitlements, benefits, subsidies and privileges whether under applicable Law, contract, lease or license granted in favor of the Corporate Debtor or to which the Corporate Debtor is entitled to or accustomed to, which have expired on the Effective Date, and follow the dues procedure prescribed for the purpose upon payment of prescribed fees. It is clarified that continuance of approvals shall not be refused on account of extinguishment of any dues under IBC and extension or renewal thereof shall not be denied on account of past insolvency of the Corporate Debtor. No action shall lie against the Corporate Debtor for any non-compliances arising prior to the date of approval of Resolution Plan, however, such non-compliances shall be cured, if necessitated to keep the approval in force, after acquisition by the Corporate Debtor within period stipulated in the Resolution Plan.

e. The contract with third parties shall be subject to consent of such parties.

f. No orders levying any tax, demand or penalty from the Corporate Debtor in relation to period up to approval of the Resolution Plan shall be passed by any authority and such demand, if created, shall not enforceable as having extinguished in terms of approved Resolution Plan.

g. The carry forward of losses and unabsorbed depreciation shall be available in accordance with the provisions of Income Tax Act or Rules made thereunder, and the Income Tax Department shall be at liberty to examine the same. Further, applicability of Section 115

JB or other provisions of Income Tax Act shall be subject to and in accordance with the provisions of Income Tax Act or Rules made thereunder. Further, the concerned tax authorities shall be at liberty to examine the carry forward of input tax credit available under Indirect Tax for its further carry forward.

h. An application for compounding/condoning shall be filed in accordance with the procedure specified in respective law or concerned authority, however, no fine or penalty shall be imposed for non-compliances till the date of approval of this Plan or such further period as is permitted in terms of this Order.

i. ROC shall update the records and reflect the Corporate Debtor as 'Active' upon filing of pending returns/forms after payment of normal fees (not additional fee). In case such filing is not permitted by the e-filing portal, the ROC shall accept such forms/returns in physical format and manage to upload the same by back-end. The Corporate Debtor shall be exempted from using the words "and reduced".

j. The Compliances under the applicable law for all the statutory appointments by the Corporate Debtor shall be completed within 12 months or such further period as is stipulated in the plan, where after, the necessary consequence under respective law shall follow.

k. It is clarified that any relief, concession or waiver prayed in the Resolution Plan but not specifically dealt with in Para 98 (a) to (j) above, save as otherwise permissible in terms of ***Ghanshyam Mishra and Sons Private Limited (supra)*** or specific provisions of the Code read with the Regulations, shall be deemed to be denied or rejected.

99. In ***K Sashidhar v. Indian Overseas Bank & Others*** *(in Civil Appeal No.10673/2018 decided on 05.02.2019)* the Hon'ble Apex Court held that if the CoC had approved the Resolution Plan by requisite percent of

voting share, then as per section 30(6) of the Code, it is imperative for the Resolution Professional to submit the same to the Adjudicating Authority (NCLT). On receipt of such a proposal, the Adjudicating Authority is required to satisfy itself that the Resolution Plan as approved by CoC meets the requirements specified in Section 30(2). The Hon'ble Apex Court further observed that the role of the NCLT is 'no more and no less'. The Hon'ble Apex Court further held that the discretion of the Adjudicating Authority is circumscribed by Section 31 and is limited to scrutiny of the Resolution Plan "as approved" by the requisite percent of voting share of financial creditors. Even in that enquiry, the grounds on which the Adjudicating Authority can reject the Resolution Plan is in reference to matters specified in Section 30(2) when the Resolution Plan does not conform to the stated requirements.

100. In view of the discussions and the law thus settled, the instant Resolution Plan meets the requirements of Section 30(2) of the Code and Regulations 37, 38, 38 (1A) and 39 (4) of the Regulations. The Resolution Plan is not in contravention of any of the provisions of Section 29A of the Code and is in accordance with law. The same needs to be approved. Hence, ordered.

101. The Resolution Plan is hereby **approved.** The applicant shall file updated **FORM H** along with an affidavit from SRA and ratification of CoC to the effect to incorporate the changes in the financial proposal arising from admission of claims of the creditors/related parties and allocation of residual resolution money to the shareholders subsequent to approval of resolution plan by CoC. The **IA (IBC)/2516/2026** objecting the approval of the resolution plan is hereby **dismissed.** It shall become effective from this date and shall form part of this order with the following directions:

i. It 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. 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 by the appropriate Authorities in accordance with law. Any waiver sought in the Resolution Plan, shall be subject to approval by the Authorities concerned in light of the Judgment of Supreme Court in ***Ghanshyam Mishra and Sons Private Limited v/s. Edelweiss Asset Reconstruction Company Limited***, the relevant paragraphs of which are extracted herein below:

> *"95.(i)Once a resolution plan is duly approved by the adjudicating authority under sub-section (1) of Section 31, the claims as provided in the resolution plan shall stand frozen and will be binding on the corporate debtor and its employees, members, creditors, including the Central Government, any State Government or any local authority, guarantors and other stakeholders. On the date of approval of resolution plan by the adjudicating authority, all such claims, which are not a part of the resolution plan shall stand extinguished and no person will be entitled to initiate or continue any proceedings in respect to a claim, which is not part of the resolution plan;*
> *(ii) 2019 Amendment to Section 31 of the I&B Code is clarificatory and declaratory in nature and therefore will be effective from the date on which the Code has come into effect;*
> *(iii) consequently, all the dues including the statutory dues owed to the Central Government, any State Government or any local authority, if not part of the resolution plan, shall stand extinguished and no proceedings in respect of such dues for the period prior to the date on which the adjudicating authority grants its approval under Section 31 could be continued."*

iii. The Memorandum of Association (MoA) and Articles of Association (AoA) shall accordingly be amended and filed with the Registrar of Companies (RoC), Mumbai, Maharashtra for information and record.

iv. The 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. It is clarified that the authorities shall not withhold the approval/consent/extension for the reason of insolvency of the Corporate Debtor or extinguishment of their dues up to approval of Resolution plan in terms of the approved plan. Any relief or concession as sought on the plan shall be subject to the provisions of the relevant Act.

v. The moratorium under Section 14 of the Code shall cease to have effect from this date.

vi. The Applicant shall supervise the implementation of the Resolution Plan and file status of its implementation before this Authority from time to time, preferably every quarter.

vii. 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.

viii. The Applicant shall forthwith send a certified copy of this Order to the CoC and the Resolution Applicant, respectively for necessary compliance.

SD/-	***SD/-***
Prabhat Kumar	**Sushil Mahadeorao Kochey**
Member (Technical)	Member (Judicial)

Vipul Ghate