

SL. No.1

**NATIONAL COMPANY LAW TRIBUNAL  
HYDERABAD BENCH  
COURT HALL NO: II**

**Hearing Through: VC and Physical (Hybrid) Mode**

**CORAM: SHRI. RAJEEV BHARDWAJ, HON'BLE MEMBER (J)**

**CORAM: SHRI. SANJAY PURI, - HON'BLE MEMBER (T)**

**ATTENDANCE-CUM-ORDER SHEET OF THE HEARING OF NATIONAL COMPANY LAW TRIBUNAL,  
HYDERABAD BENCH, HELD ON 23.02.2024 AT 10:30 AM**

<b>TRANSFER PETITION NO.</b>	
<b>COMPANY PETITION/APPLICATION NO.</b>	<b>IA (IBC)/1492/2023 in CP (IB) No.744/7/HDB/2018</b>
<b>NAME OF THE COMPANY</b>	<b>Leesa Lifesciences Pvt Ltd</b>
<b>NAME OF THE PETITIONER(S)</b>	<b>DR. S.K. Srihari Raju</b>
<b>NAME OF THE RESPONDENT(S)</b>	<b>Leesa Lifesciences Pvt Ltd</b>
<b>UNDER SECTION</b>	<b>7 of IBC</b>

**ORDER**

**IA (IBC)/1492/2023**

Orders pronounced, recorded vide separate sheets. In the result, this application is partially allowed.

**Sd/-**  
**MEMBER (T)**

**Sd/-**  
**MEMBER (J)**

**IN THE NATIONAL COMPANY LAW TRIBUNAL  
HYDERABAD BENCH-II**

**IA.No.1492 of 2023 in  
CP (IB) No.744/7/HDB/2018**

*[Under Section 31(4) &60(5) of the Insolvency  
and Bankruptcy Code,2016 r/w Rules 11 of the  
NCLT Rules, 2016]*

**In the matter of M/s.Leesa Lifesciences Pvt Ltd**

**Between:**

M/s. Leesa Lifesciences Pvt Ltd

Represented by its Resolution Applicant

M/S PSN Medicare Pvt Ltd.,

Represented by its Director

Having its registered Office at Plot 2, Sy No: 423P, 424P,  
425P, Polepally, TSIIC Industrial Green Park, Jedcharla Mandal,  
Mahaboobnagar District – 509302 TS

Email: [leesalifesciences@gmail.com](mailto:leesalifesciences@gmail.com)

**...Applicant**

**Versus**

- 1. Assistant Accounts Officer, (ERO),**  
Southern Power Distribution Company of TS Ltd Jadcherla,  
Mahaboobnagar District - 509302 TS  
Email:ero-075.ap@nic.in

**2. Executive Officer**

Telangana State Industrial Infrastructure Corporation Ltd.,  
IALA, Green Industrial Park,  
Jadcheral, Mahaboobnagar District - 509302 TS  
[Email-dsrinivasulu@tsiic.telengana.gov.in](mailto:Email-dsrinivasulu@tsiic.telengana.gov.in)

**3. Assistant Director General of Foreign Trade**

Government of India  
Ministry of Commerce & Industry  
Office of Additional Director General of Foreign Trade  
No: 302, 3rd floor, CGO Towers,  
Kavadiguda, Hyderabad - 500080  
Email- [hyderabad-dgft@nic.in](mailto:hyderabad-dgft@nic.in)

**4. Assistant Commissioner**

Government of India Office of the Deputy / Assistant Commissioner of  
Customs, Inland Containers Deport  
Sanathnagar, Hyderabad - 5000018  
[Email-icd-hyderabad@gov.in](mailto:Email-icd-hyderabad@gov.in)

**...Respondent**

**Date: 23.02.2024**

**CORAM:**

Sri Rajeev Bhardwaj, Hon'ble Member (Judicial)

Sri Sanjay Puri, Hon'ble Member (Technical)

**Counsel/Parties present:**

For the Applicant : Mr Pushyam Kiran  
For the Respondent : Mr. Viswaraj  
For the Resolution Professional : Ms. JVL Bharat

**Per: Rajeev Bhardwaj, Member (Judicial)**

**ORDER**

1. The present Application has been filed under Section 31(4) and Section 60(5) of the Insolvency and Bankruptcy Code 2016 (IBC) by **M/s. Leesa Lifesciences Pvt Ltd** (“erstwhile Corporate Debtor”) represented by and presently held under the management of Resolution Applicant, **M/S PSN Medicare Pvt Ltd** (“Successful Resolution Applicant/SRA”) seeking waiver of statutory dues as per demands made by the Respondents No.1 to 4

**Applicant's Case**

2. This Authority has approved the Resolution Plan submitted by the Applicant on 18.10.2022 in Company Petition CP (IB) 744/7/HDB/2018 (*Annexure – I*) and on account of successful takeover of the unit of the erstwhile Corporate Debtor, the Successful Resolution Applicant and the erstwhile Corporate Debtor are one and the same.

3. The Applicant deposited the entire Resolution Plan amount of Rs 1411 lakhs with IDBI: SR Nagar Branch, Hyderabad and accordingly the Resolution Professional after obtaining due permission from Implementation Committee, delivered all the moveable and immovable properties belonging to the Corporate Debtor on 2.12.2022 to the SRA (*Annexure – II*)
4. Clause 20 of order dated 18.10.2022 specifically provides “henceforth no creditors of erstwhile Corporate Debtor can claim anything other than the liabilities referred to subpar (Resolution Plan).” However, some statutory authorities who have not placed their claims before the Resolution Professional till the closure of CIRP initiated demands seeking payment of pending dues and requiring the Applicant to perform the past obligations of the erstwhile Corporate Debtor.
5. The Southern Power Distribution Company of TS, Jadcherla (“**Respondent No. 1**”) issued a demand notice to the erstwhile Corporate Debtor on 14.8.2023 seeking a payment of Rs6,45,845/- within 15 days of receiving the notice. The Applicant in response to the said notice vide his letter dated 24.8.2023 requested the said department to square off all the dues outstanding prior to the date of approval of Resolution Plan by the Adjudicating Authority. It is claimed that the Applicant is regularly paying the monthly consumption bills without fail.
6. It is averred that the Respondent No 1 without issuing any prior intimation disconnected the power supply, thereby compelling the Applicant to stop operations of the unit and Respondent No 1 issued a letter dated 28.8.2023 intimating about the disconnection of power supply (*Annexure- III to V*).

7. The Telangana State Industrial Infrastructure Corporation Ltd (TSIIC), Jadcherla (“**Respondent No.2**”) issued a demand notice to the erstwhile Corporate Debtor on 12.1.2023 seeking a payment of Rs 84,17,550/- within 15 days of receiving the notice. The Applicant in response to the said notice vide his letter dated 31.1.2023 requested the said department to square off all the dues outstanding prior to the date of approval of the Resolution Plan i.e., upto 18.10.2022.
8. However, Respondent No 1 without considering the request of the Applicant issued a revised demand notice by enhancing the demand to Rs 91,89,789/- without any justification (*Annexures- VI to VIII*) and the contents of the same may be treated as part and parcel of this application.
9. The Assistant General of Foreign Trade, Kavadiguda, Hyderabad (“**Respondent No. 3**”) issued two demand notices to the erstwhile Corporate Debtor on 12.4.2023 requiring the Applicant to perform the past export obligations of the Corporate Debtor by submitting the documents mentioned in the notice or pay the customs duty against saved value of Rs 32,73,671- for each of the transaction together with interest within a period of 10 days.
10. Respondent No 3 issued a fresh demand notice on 27.04.2023 covering 6 of such transactions including two mentioned through the notice dated 12.4.2023. The Applicant in response to the said notice vide his letter dated 02.05.2023 requested the said department to square off all the dues outstanding prior to the date of approval of resolution plan. Respondent No 3 received the response letter and issued acknowledgement slips dated 02.06.2023 without passing any order till date.

11. The Assistant Commissioner of Customs, Inland Containers Dept, Sanathnagar. Hyderabad (“**Respondent No. 4**”) also issued a demand notice to the Corporate Debtor dated 03.08.2023 requiring the Corporate Debtor to submit Export Obligations Discharge Certificate (EODC) or letter of Extension of Export Obligations Period (EOP) within 10 days and in case of non-compliance, Respondent No.4 proposed suitable action towards recovery of Customs Duty as per the provisions of Customs Law.
12. The demand placed by Respondent No.3 and Respondent No. 4 is the same since both the demands related to non-performance of export obligations by the erstwhile Corporate Debtor.
13. It is clarified that this Adjudicating Authority while approving the Resolution Plan submitted by the Applicant at para 19 made it clear that the Resolution Plan submitted by the Applicant is binding on the Corporate Debtor, his employees, members, including the Central Government, any State Government or any local authority to whom a debt in respect of the payment of the dues arising under any law for time being in force is due, guarantors and other shareholders involved in the Resolution Plan.
14. Respondents No 1 to 4 who represent the wings of State and Central Governments have never placed or tested their respective claims through the CIRP and therefore, are not entitled to spring surprise by raising their respective claims in respect of outstanding dues of the erstwhile Corporate Debtor during the period prior to the date of approval of Resolution Plan i.e., 18.10.2022.

15. It is further claimed that this Authority through its order dated 18.10.2022, at para 20 specifically relied upon para 67 of Hon'ble Apex Court Judgement in *Committee of Creditors of Essar Steel Ltd versus Satishkumar Gupta & others* which made a clear mention stating “*A successful resolution Applicant cannot suddenly be faced with "undecided" claims after the resolution plan submitted by him has been accepted as this would amount to a hydra head popping up which would throw into uncertainty amounts payable by the Successful Resolution Applicant*”
16. The Applicant personally approached each of the Respondents individually, providing them with a copy of the Resolution Plan approved by this Authority. However, none of the Respondents showed any interest in reviewing the plan or discussing the concessions offered to the Resolution Applicant. Despite expressing readiness to comply with all statutory demands arising post-approval, the Respondents continue to demand clearance of outstanding dues from the former Corporate Debtor. This non-cooperative stance, coupled with their refusal to engage with the Applicant's representations, undermines the Insolvency Process & Laws. If this situation persists, the Applicant will be forced to close the Unit, incurring significant losses.

#### **Respondent No.1's Case**

17. The Applicant approached the Respondent No.1 in the month of December 2022 and requested for restoration of the supply of the electricity by submitting required documents along with payment of the required amounts with respect to final assessment and other dues, pursuant thereto Respondent No.1 restored the supply of electricity to the Applicant with effect from

January 2023 under HT billing mode with average billing amount of Rs.50,000 and above.

18. There was utilization of the connected load of 142 KW as against the contracted load of 55 KW. Thus, the Applicant had been using excess load of 87 KW resulting levy of fixed charges towards additional load of 87 KW to an extent of Rs.6,46,845/- in the month of January 2023. The same was raised as a demand in the month of August 2023 and was paid by the Applicant, which was after conclusion of the CIRP period.
19. Again vide letter dated 05.09.2023, the Applicant has requested the Respondent No.1 for reducing the load duration from 142 kw to 55 kw and the same considered and accepted by the Respondent No.1 and thereafter the Applicant is billed as LT service bearing No. 3426 00793 under LT commercial tariff.
20. It is submitted that the Respondent No.1 has been continuously supplying electricity to the Applicant and the latter has been paying the bills from time to time. Hence the question of restoration of power supply doesn't arise. There are no bills to be paid by the Applicant except the monthly bill being issued for the current month consumption and the Applicant is using the electricity being supplied by the Respondent No.1. At present, no demand notice exists for withdrawal and the Applicant has filed present application suppressing the material facts.

**Respondent No.3's Case:**

21. That the Resolution Plan amount of Rs. 1411 Lakhs does not include any of claim from the Office of the Additional DGFT, Hyderabad as no intimation

was ever received from Leesa Life Sciences Private Limited, IRP or RP regarding the erstwhile Corporate Debtor being admitted in the CIRP process.

22. It is submitted that IBC Code stipulates that the IRP must take reasonable steps to inform all the stakeholders and parties relating to the Corporate Debtor and this requirement is not limited to the Board of Directors, Financial Creditors, key Operational Creditors, suppliers, customers, employees, relevant regulatory authorities, bankers of the corporate debtor. Since no intimation was given, a fair chance was denied to Respondent No.3 to file claims and this will cause a huge loss to the government ex-chequer.
23. It is further submitted that Leesa Lifesciences Private Limited has IEC bearing no. as 0908018355. The Corporate Debtor Company has obtained the following EPCG licences from this office:

SL. No.	File No.	Exp name	Lic No.	Lic date	FOB in Rs.	CIF in RS.
1.	09/34/021/ 00207/AM11	Leesa Life Sciences Pvt. Ltd.	09300 05957	17.06.2010	5476434	3650955
2.	09/34/021/ 00680/AM11	Leesa Life Sciences Pvt. Ltd.	09300 06401	04.11.2010	32144874	2564000.83
3.	09/34/021/ 00911/AM11	Leesa Life Sciences Pvt. Ltd.	09300 06613	28.12.2010	42403692	33822835.19
4.	09/34/021/ 00966/AM11	Leesa Life Sciences Pvt. Ltd.	09300 06694	17.01.2011	4469532	4655760

5.	09/34/021/ 00967/AM11	Leesa Life Sciences Pvt. Ltd.	09300 06695	17.01.2011	20835318	14242778.78
6.	09/34/021/ 01211/AM11	Leesa Life Sciences Pvt. Ltd.	09300 06923	18.03.2011	1964160	327360

24. The Corporate Debtor was duty bound to fulfil the export obligation imposed against the subject EPCG authorization, which it failed to do. This negligence and failure to perform the responsibility, implies inaction to one's duty and hence, attracts action as per FT (D&R) Amendment Act, 1992 read with FT (D&R) Amendment Act, 2010
25. The Answering Respondent even sent two cautionary letters, both dated 12/04/2023, to M/s Leesa Lifesciences, requesting the erstwhile Corporate Debtor to submit the export documents under ANF-5B as per Para 5.22 of Handbook of Procedures 2009-14 or to surrender the license in case the subject license was not utilized.
26. No reply was received from the Company regarding any cautionary letter and so, a show cause notice regarding the same was issued to the Company on 27/04/2023 to submit evidence of having fulfilled the export obligations under each of these authorizations for closure, failing which the IEC of Leesa Lifesciences Pvt. Ltd would be placed under denied entry list (DEL). The Company was also intimated about the amnesty scheme under which concessions on payment of interest are given. This indicated that enough and fair chances were given to the erstwhile Corporate Debtor to pay the liability, but it chose to evade.

27. It is claimed that the Resolution Applicant nowhere requested the DGFPT to square off all the dues outstanding prior to the date of approval of Resolution Plan by NCLT i.e. up to 18/10/2022, as alleged by the Applicant. Instead of acknowledging the liability as alleged (by requesting to round off all the dues), the Company bluntly refused to own up any responsibility for the pending claims, by saying that no claim was submitted by DGFT. This contradiction between two statements is unacceptable.
28. For the first time, it was intimated vide the letter dated 02.05.2023 that the Company had undergone CIRP as per IBC, 2016 and that it had been taken over by PSN Medicare Pvt. Ltd.
29. Before this letter, no intimation was ever received from Leesa lifesciences Pvt. Ltd, IRP or RP about the same. It is surprising that the reply had come from the erstwhile Corporate Debtor and not from the Resolution Applicant that the CD has been taken over. Reference has been made to Para-21 of the Order dated 18.10.2022 passed by this Authority, wherein it is stated as under;
- "The approval of Resolution plan shall not be construed as waiver of any statutory obligations/ liabilities of the corporate debtor and shall be dealt with by the appropriate authorities in accordance with law. Any waiver sought in the Resolution plan, shall be subject to approval by the authorities concerned."*
30. As regards to the reliefs sought, the corporate debtor has to approach the authorities concerned for such reliefs and we trust the authorities concerned will do the needful. The same view has been taken by *Hon'ble supreme court in the matter of Ghanshyam Mishra And Sons Private Limited Versus Edelweiss Asset Reconstruction Company Limited.* But, this office was unable to submit any claims as no intimation was ever received from

M/s. Leesa lifesciences Pvt. Ltd, IRP or RP regarding the erstwhile corporate debtor is under CIRP.

31. That the Resolution Applicant herein never showed his readiness or willingness to comply with any statutory obligations, neither in writing nor in person. Also, it is to be specifically taken into consideration that, a Notification No. 25/2015-20202 dated 18 October, 2019 was issued regarding 'Incorporation of new provision in the Foreign Trade Policy 2015-20 about cases referred to National Company Law Tribunal (NCLT)'. In exercise of powers conferred by Section 5 of FT (D&R) Act, 1992, read with Paragraph 1.02 of the Foreign Trade Policy, 2015-20, as amended from time to time, the Central Government made the following amendment in the Foreign Trade Policy 2015-20, wherein a new Para no. 2.15 A was added in Chapter 2 of Foreign Trade Policy 2015-20 as under:

*2.15A Any firm/company coming under the adjudication proceedings before the National Company Law Tribunal (NCLT) shall inform the concerned Regional Authority (RA) and NCLT of any outstanding export obligations/liabilities under any of the schemes under FTP.*

*The total outstanding duty saved amount / dues along with interest, and any penalty imposed under FTD&R Act, or any other dues, shall be counted as part of the dues to the government against the said firm/company.*

32. Similarly, a Public Notice No. 39/2015-2020 dated 18 October, 2019 was issued by DGFT regarding 'Incorporation of new provision in the Handbook of Procedure 2015-20 about cases referred to National Company Law Tribunal (NCLT). A new Para no. 2.29A was added in Chapter 2 of Handbook of Procedure 2015-20 as under:

*2.29A Any firm / company coming under the NCLT proceedings shall make a summary of statement of outstanding export obligations/liabilities under the FTP schemes, indicating duty saved amounts and applicable interest till the date of*

*start of proceedings before the National Company Law Tribunal (NCLT), any penalty imposed under FTD&R Act, any other dues such as fee etc., and submit the same to the RA concerned and to NCLT, before the start of NCLT proceedings as part of the statutory filings. The statement of consumption of inputs/procurement of capital goods, attested by chartered engineer/chartered accountant, shall also be submitted along with other documentary details of any partial fulfilment of Export Obligation claimed towards offsetting the duty saved amount.*

33. Thus, the Corporate Debtor has disobeyed the law and the acted is in contravention of the applicable laws and regulations, and it goes without saying that 'ignorantia juris non excusat' and if the relief sought in this present application is granted to the resolution applicant/ Applicant, then it will be gross injustice done to Respondents. Moreover, it will encourage other similarly situated entities to choose the same practice and defraud the Government authorities.
34. We have heard Learned Counsel for Petitioner, Respondent No.1 and Respondent No 3 and perused the entire record.
35. This Authority has approved the Resolution Plan submitted by the Applicant on 18.10.2022 in Company Petition CP (IB) 744/7/HDB/2018.
36. The central issue in this Application pertains to whether the claims asserted by Respondents No. 1 to 4 are pre-CIRP claims being enforced against the SRA subsequent to the approval of the Resolution.
37. When a resolution plan has already been approved by the Adjudicating Authority, all such claims not forming a part of the Plan shall stand extinguished and here we rely upon the decision of the Hon'ble Supreme Court in the case of ***Ghanashyam Mishra and Sons Private Limited vs. Edelweiss Asset Reconstruction (2021) 9 SCC 657***. It has been made clear

that no new or unsettled claim can be admitted after a resolution plan is approved by the Adjudicating Authority. We may also refer to the decision in *Paschimanchal Vidyut Vitran Nigam Ltd. vs. Raman Ispat Pvt. Ltd. and Ors 2023 LiveLaw (SC) 534*, wherein it was held that “TPWODL cannot insist on payment of arrears, which have to be paid in terms of the waterfall mechanism, for grant of an electricity connection. However, the Successful Resolution Applicant is obligated to comply with the other requirements for grant of electricity connection”.

38. In case of Respondent No. 1, Demand Notice dated 14.08.2023 was issued regarding the utilization of a connected load of 142KW, exceeding the contracted load of 55KW, resulting in fixed charges for the additional load of 87KW in January 2023. It's noteworthy that this demand was raised well after the acceptance of the Resolution Plan. The Respondent No.1 in para No.3 of the reply has admitted that these charges have been cleared by the Applicant accordingly, this plea of the Applicant has become infructuous.
39. Regarding the claims presented by Respondent No. 2 in accordance with the Demand Notice dated 12.01.2023 (*Annexure VI*), it is evident that the notice seeks arrears up to 31.03.2022, indicating pre-CIRP claims. These claims cannot be raised after the approval of the Resolution Plan. The claims from 01.04.2022 to 31.03.2023 encompass both pre-CIRP and post-CIRP claims. Hence, only the claims arising after the date of 18.10.2022 (Approval of Resolution Plan), specifically from 18.10.2022 to 31.03.2023, are liable to be paid by the Applicant.
40. With respect to the claims of Respondent No 3, two Cautionary Letters dated 12.04.2023 were issued against the CD claiming customs duty against saved

values and further notice dated 27.04.2023 for fulfilment of export obligations against EPCG (Export Promotion Capital Goods) Authorisations which are clearly pre CIRP as evidenced from the tabular presentation of the EPCG Licences submitted by the Respondent No.3 in Page No 4 of its Counter.

41. The Respondent No 3 has referred to the issuance of **Notification No. 25/2015-20202** dated 18.10.2019 incorporating new provision in Foreign Trade Policy 2015-20 about the cases referred to the NCLT by adding a new para no **2.15A** to the chapter 2 of Foreign Trade Policy and further a similar Public Notice No 39/2015 dated 18.10.2019 which was issued by DGFT regarding the incorporation of the new provision in the hand book of the procedure 2015-20 about the cases referred to the NCLT by adding a new para no. 2.29A in the chapter 2 of handbook of procedures.
42. The notifications referenced herein is silent regarding the unclaimed statutory dues of the Corporate Debtor. The scope of these notifications is primarily related to intimation of any proceedings before the NCLT to the concerned Regional Authority (RA) and the NCLT itself, particularly concerning outstanding export obligations or liabilities under schemes within the Foreign Trade Policy (FTP). Whatsoever, the IBC has overriding effect on any guideline or law which is contrary to the provisions of the Code. Hence, Respondent No.3 can't claim any due for pre CIRP period.
43. However, the Supreme Court observed in **Ghanashyam Mishra (supra)** that if additional liabilities are allowed to be imposed on the successful resolution applicant after the approval of the plan, the entire plan would become unworkable. The Court said that such surprise debts cannot be sprung upon the resolution applicant, which were not laid down in its

resolution plan. If that is allowed, the very calculations on which the resolution applicants rely to submit their resolution plans would go awry. It was emphasized that a successful resolution applicant should start with a clean slate on the basis of its approved plan.

44. The Hon'ble Supreme Court further discussed that this clean slate theory is evident from section 31 of the Code, according to which an approved resolution plan is binding on all the stakeholders involved in the resolution plan. This provision was amended by the Insolvency and Bankruptcy Code (Amendment) Act, 2019 to make the successful resolution plan binding on "Central Government, any State Government or any Local authority". It was observed that this particular amendment to be clarificatory in nature and, hence, retrospective in operation. Therefore, any claim, even if it pertains to a date prior to the effective date of this amendment, would not be entertained after the resolution plan is approved.
45. The "clean slate theory" is also evident from section 32A in the Code which was inserted through the Insolvency and Bankruptcy Code (Amendment) Act, 2020 and provided that once a resolution plan is approved, a corporate debtor cannot be made liable for any offence committed prior to the commencement of CIRP. Recently, in *Manish Kumar v. Union of India WRIT PETITION(C) NO.26 OF 2020*, the Hon'ble Supreme Court upheld the constitutionality of this section and emphasized on the need for a successful resolution applicant "to make a clean break with the past and start on a clean slate".
46. Further reliance can be placed on *Embassy Property Developments Private Limited vs. State of Karnataka and Ors., 2020 13 SCC 308*, wherein it was

held that, “*The moment the dues to the Government are crystallised and what remains is only payment, the claim of the Government will have to be adjudicated and paid only in a manner prescribed in the resolution plan as approved by the adjudicating authority, namely, the NCLT.*”

47. In a recent judgment in ***RPS Infrastructure Limited v. Mukul Kumar and Another, CA No. 5590/2021***, the Hon’ble Supreme Court has not only reiterated its earlier position, but went one step further that in case the resolution plan has been accepted by the Committee of Creditors (“CoC”), any claim thereafter would result in making the Corporate Insolvency Resolution Process (“CIRP”), an endless process.
48. Hence, it is unequivocally evident that any claims after the successful approval of a resolution plan by the Committee of Creditors and the Adjudicating Authority cannot be entertained. Consequently, in light of these findings, the claims of Respondent No 3 cannot be accepted.
49. As far as claim filed by Respondent No.4 is concerned, a Demand Notice was issued dated 03.08.2023 for the recovery of Custom duties and non-fulfilment of export obligations against EPCG Authorisations for a bond dated 05.07.2010 which got expired on 05.07.2016. It clearly indicates that the said claim of Respondent No 4 falls within the ambit of pre-CIRP claim.
50. In Light of the above observations, findings and judicial precedents we direct:
  - a) Respondent No.2 claim is partly allowed and thereby Applicant is directed to pay the property taxes for the period of 18.10.2022 to 31.03.2023.

b) With regard to Respondent No. 1, 3 & 4, the statutory dues are extinguished after the approval of Resolution Plan.

51.In light of the foregoing observations, the present application is partially allowed.

**SD/-**

**(SANJAY PURI)  
MEMBER (TECHNICAL)**

**SD/-**

**(RAJEEV BHARDWAJ)  
MEMBER (JUDICIAL)**

*RK/SC*