

**IN THE NATIONAL COMPANY LAW TRIBUNAL
DIVISION BENCH, COURT NO. II
KOLKATA**

I.A. (Companies.Act) No. 2/KB/2024

In

Transfer Petition (IB) No. 4/KB/2022

An application under Sections 30(6) and 31 of the Insolvency and Bankruptcy Code, 2016 read with Regulation 39 of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations 2016.

IN THE MATTER OF:

NATIONAL OIL COMPANY LIMITED

Versus

RISHRA STEEL LIMITED

... Corporate Debtor.

And

IN THE MATTER OF:

Mr. Nitin Daga, the Resolution Professional of Rishra Steel Limited.

... Applicant.

Date of Pronouncement: March 22, 2024.

CORAM:

**SMT. BIDISHA BANERJEE, HON'BLE MEMBER (JUDICIAL)
SHRI. D. ARVIND, HON'BLE MEMBER (TECHNICAL)**

APPEARANCE:

For the Successful

Resolution Applicant:

**Mr. Joy Saha, Senior Adv.
Mr. Avik Chaudhuri, Adv.**

For the Resolution Professional:

**Mr. Jishnu Chowdhury, Adv.
Mr. Shaunak Mitra, Adv.
Mr. Dripto Majumdar, Adv.
Mr. Patita Paban Bishwal, Adv.
Ms. Suranjana Chatterjee, Adv.**

**The Resolution Professional
in Person:**

Mr. Nitin Daga, Adv.

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ORDER

Per: D. Arvind, Member (Technical)

1. The Court is congregated through hybrid mode.
2. Heard the Learned Counsels appearing on behalf of the Resolution Professional and the Learned Senior Counsel appearing on behalf of the Successful Resolution Applicant.

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Prologue

3. The instant application is filed under Sections 30(6) and 31 of the Insolvency and Bankruptcy Code, 2016, for brevity “I&B Code” read with Regulation 39 of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations 2016, by the Resolution Professional, **Mr. Nitin Daga**, Registration no, IBBI/IPA-001/IP-P-02213/2020-2021/13405 of the **Rishra Steel Limited** (Corporate Debtor herein) bearing CIN: U27104WB1985PLC038682 seeking for the approval and final sanction of the Resolution Plan as approved by the Committee of Creditors (for brevity “CoC”).
4. It is submitted that **the Resolution dated 07.03.2023 along with the Addendum dated 03.05.2023 and revised addendum dated 10.05.2023 (“Addendum”)** submitted by **Geepee Softtech Services Private Limited in consortium with JK Urbanscapes Developers Limited** (formerly known as “JK Cotton Limited”) was approved by the COC by **100%** voting shares earlier on 15.05.2023 and later on 22.12.2023, in the matter of M/s. Rishra Steel Limited, Corporate Debtor herein which is under the Corporate Insolvency Resolution Process, for brevity “CIRP”. Consequently, **Geepee Softtech Services Private Limited in consortium with JK Urbanscapes Developers Limited** (formerly known as “JK Cotton Limited”) was declared as **“Successful Resolution Applicant”** for brevity **“SRA”**.
5. Letter of Intent (LoI) was issued on 23.12.2023 by the Applicant which was unconditionally accepted by the SRA. The Copy of the

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LoI dated 23.12.2023 with remarks of acknowledgment and acceptance of the SRA, indicating its unconditional acceptance of the LoI, is annexed at Pages 507-510.

Particulars of the Corporate Debtor

6. **RISHRA STEEL LIMITED** (hereinafter referred to as "Company" or "Corporate Debtor"), having Corporate Identification Number U27104WB1985PLC038682 a company incorporated under the provision of the Companies Act, 1956 having its registered office at 12A Netaji Subhas Road, Kolkata, in the state of West Bengal 700071 and now changed to P-29, Sector A, Metropolitan Co-operative Society Limited, Kolkata 700105 in the state of West Bengal as approved by the Ministry of Corporate Affairs. and is presently under the Corporate Insolvency Resolution Process.
7. The Company presently has an authorized share capital of Rs. 1,00,00,000/- (Rupees One Crore only) and the paid-up capital of the Company is Rs 1,00,000/- (Rupees One Lakh only).

Initiation of Corporate Insolvency Resolution Process (CIRP)

8. The Corporate Insolvency Resolution Process (CIRP) in respect of the Corporate Debtor herein is initiated and an Interim Resolution Professional has been appointed on 18.07.2022.

Public Announcement

9. That, after the appointment of applicant as Interim Resolution Professional (IRP), a public announcement was made in Form A

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in terms of Regulation 6 of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 (hereinafter referred to as "CIRP Regulations") for inviting the claims from the creditors in specified forms prescribed by Insolvency and Bankruptcy Board of India (hereinafter referred to as "IBBI").

- 10.** The said public announcement was also published in the following widely circulated newspapers on 20th July, 2022 in the location of the registered office of the Corporate Debtor, namely "Financial Express" (English Edition) and "Aajkal" (Bengali Edition) and the last date for submission of claims was 1st August, 2022. Copies of the public announcement in form A along with newspaper publications are annexed as Annexure "A-3" to the application.

Constitution of CoC

- 11.** The applicant in terms of Regulation 12(1) of the CIRP Regulations, 2016 verified the claims within 7 days from the receipt of the claim, i.e., 08.08.2022 and constituted the Committee of Creditors.
- 12.** It is submitted that the Committee of Creditors was constituted on 08.08.2022 with the only one member being Financial Creditors namely, Deccan Traders Private Limited having 100% of the voting share.
- 13.** The first CoC meeting was conducted on 15.08.2022 where the CoC approved the appointment of IRP as Resolution Professional

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(RP). This Adjudicating Authority approved the same on 19.12.2022.

- 14.** It is submitted that a total of 22 meetings have been conducted. In 22nd meeting of the CoC convened on 22.12.2023, where the Resolution Plan submitted by the SRA has been approved by 100% voting shares.

Collation of Claims

- 15.** The Learned Counsel for the RP submits the amounts claimed and admitted are summarized below:

SN	Stakeholders	Claim Preferred	Claim Admitted
1.	Claim of the Financial Creditor	Rs. 2,74,65,87,948/- (Secured)	Rs. 29,50,14,309 (Secured)
2.	Claims of the Operational Creditors (Government dues)	Rs. 9,30,341/-	Rs. 9,30,341/-
3.	Claims of the Operational Creditors (Workmen)	Rs. 1,00,000/-	NIL
4.	Claims of the Operational Creditors (Employees)	Rs. 54,24,955/-	NIL

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5.	Claims of the Operational Creditors (Other than Workmen, Employees and Government dues)	Rs. 2,45,47,97,127/-	NIL
6.	Contingent Liability and Other dues	NIL	NIL
7.	Claims of other Operational Creditors	NIL	NIL
8.	Total	Rs. 5,20,78,40,371/-	Rs. 29,59,44,650/-

Appointment of Registered Valuers

16. In terms of Regulation 27 of the CIRP Regulations, the RP appointed registered valuers on 15.08.2023, to determine the fair and liquidation value of the Corporate Debtor. Further, following Regulation 35(2) of the CIRP Regulations, the RP has catered to the fair value and the liquidation value to the members of the CoC, as follows:

- a. Fair Value: **Rs. 83,22,28,070/-.**
- b. Liquidation Value: **Rs. 53,12,76,211/-.**

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Evaluation and Voting

- 17.** The Applicant States that “Form – G” was published for the first time on October 01, 2022, and has received five (5) Prospective Resolution Applications. The final list comprised of five applicants which are as follows:
- i.** AAA Steel and Energy (India) Private Limited
 - ii.** Geepee Softech Services Private Limited
 - iii.** Insurexcellence Advisors Private Limited
 - iv.** Tarun Textile
 - v.** Jankalyan Vinimay Private Limited
- 18.** It is stated that the last date for filing/submitting the resolution plan as per Form-G was on 30th November, 2023. However, two resolution Plan was received by the Applicant on 30th December, 2022 and 18th January, 2023 after allowing three extensions.
- 19.** The Applicant held the 7th CoC meeting on 20th January, 2023 and the Resolution Plans were opened and few observations were made and an electronic mail was sent to the PRAs in regard to it.
- 20.** The last date of submission of the revised Resolution Plan was fixed on 7th March, 2023 and on 9th March, 2023 the 9th Coc Meeting was held and the respective revised Resolution Plans were submitted.
- 21.** The CoC and the Applicant made few queries and the last date of submission of replies were fixed on 15th March, 2023.

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- 22.** It is stated that on 2nd May 2023 the Applicant received an electronic mail from **Geepee** wherein it was requested that they will submit their revised bid viz Addendum **in consortium with J.K. Cotton Limited.**
- 23.** The PRAs on 3rd May, 2023 have submitted their Addenda to the Revised Resolution Plan and few queries were raised which is duly fulfilled by the PRAs by submission of the revised Addendum on 10th May, 2023.
- 24.** On 13th May, 2023, the Applicant held the 16th CoC meeting and the voting lines were opened which continued up to 15th May, 2023. A copy of the CoC's noting on Feasibility and Viability of the Resolution Plans of the Resolution Applicants presented during the 16th CoC meeting are annexed at Pages 211-217 as Annexure "A-15".
- 25.** It is stated that the 17th CoC meeting was held on 15th May, 2023 and it was declared that and as per the voting results the Resolution Plan of Geepee Softech Services Private Limited has been approved with a total voting share of 100% and the same is declared as the Successful Resolution Applicant.
- 26.** It is stated that the **Resolution plan outlay of Geepee Softech Services Private Limited is Rs. 30,25,00,000/-** (Rupees Thirty-Six Crore Fifteen Lakh Only).
- 27.** The Applicant submits that the instant Application is being filed with bona fide intentions and in due compliance of the provisions of I&B Code, 2016 and Rules and Regulations enacted thereunder

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and the Resolution Plan of **Geepee Softech Services Private Limited in consortium with J.K. Cotton Limited** has been approved with the total voting share of 100% of the voting share of the CoC vide its voting in 16th CoC meeting, be approved by this Adjudicating Authority.

**Compliances of the Order dated 05.10.2023 passed by this
Adjudicating Authority**

- 28.** Upon the approval of the Resolution Plan of **Geepee Softech Services Private Limited in consortium with J.K. Cotton Limited** by the CoC of the Corporate Debtor by 100% voting shares, an Application being **I.A. 85/KB/2023** was preferred on 19.05.2023 (hereinafter referred to as **“Erstwhile Plan Application”**) before this Adjudicating Authority seeking final approval of the Plan.
- 29.** This Adjudicating Authority heard extensively the **“Erstwhile Plan Application”** along with all the connected applications and passed an order on **05.10.2023**, observed that:

“45. In light of above, *we examined to see whether the stakeholders who were to be given notice as per Section 24 of the Code which deals with Meeting of Committee of Creditors have been given or not.*

46. As per Section 24(3)(b) of the Code, notice is to be given the members of the suspended Board of Directors who represents the shareholders of the Corporate Debtor. Once the company is put back into CIRP instead of liquidation, in

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our view the erstwhile directors should be treated on par with suspended Board and notice ought to have been given to them in terms of Section 24(3)(b) of the Code following “principle of fairness”, as their stakes are very much involved in the current case. Though the suspended board of directors are not entitled to vote, they should be given opportunity to understand the “commercial wisdom” of the CoC for handing over their company to the successful resolution applicant for a value far less than the liquidation value.

47. *On perusing all the minutes of meetings of the CoC held from 15 August, 2022 to 16 May, 2023. We find that the Members of Suspended Board of Directors have not been served notice as provided in Section 24(3)(b) of the Code and consequently they were never present in any of the CoC meetings.*

48. *In light of above, the resolution plan is sent back to the CoC with the direction to the Resolution Professional to serve notice on the Members of the Suspended Board of Directors/erstwhile Directors of the Corporate Debtor who represents the shareholders and conduct meeting to re-consider the plan for approval by CoC.*

30. It is contended that pursuant to the direction vide the Order dated 05.10.2023, the Applicant had taken due care and diligence in compliance with the provisions of Section 24(3) of the Code and

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had tried to invite the suspended Board of Directors at the CoC meetings. It is asserted that no notice could have been served as neither any contact details were available with the applicant nor the same was provided by the Official Liquidator, Deccan Traders Private Limited and ARC Holding Limited when sought by the applicant.

- 31.** The Applicant held the 21st CoC meeting on 20th November, 2023 where resolutions with regard to filing of appropriate applications for exclusion/extension/enlargement of CIRP of the Corporate Debtor were passed.
- 32.** The Applicant during the 22nd CoC meeting dated 22nd December, 2023, updated the CoC member that since no change/modifications were made by the PRAs in their last submitted Resolution Plan and Addendum thereto, the Compliance report which was presented during the 16th CoC meeting dated 13th May 2023 was tabled by the Applicant before the CoC and the same was considered by the CoC.
- 33.** The Resolution Plan of **“Geepee Softech Services Private Limited in consortium with JK Urbanscapes Developers Limited (formerly known as JK Cotton Limited)”** was duly approved by the CoC of the Corporate Debtor in its 22nd meeting convened on 22nd December 2023.

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**Compliance of the Resolution Plan submitted by the SRA with
various provisions**

- 34.** The Applicant has submitted that in terms of Regulation 39(4) of the Insolvency and Bankruptcy Code (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, the RP has filed a Compliance Certificate in prescribed form i.e., **Form “H”**, annexed at Pages 761-771 to the Application as Annexure “A-53”.
- 35.** It is submitted that contended that the Resolution Applicant has met the criteria approved by the CoC having regard to the complexity and scale of operations of the business of the Corporate Debtor in terms of Section 25(h)(2) of the I&B Code.
- 36.** Further is it submitted that the Resolution Applicant is eligible to submit a resolution plan in terms of Section 29A of the I&B Code and accordingly, an affidavit has also been furnished by the SRA.
- 37.** It is further submitted that the Resolution Applicant has submitted an affidavit stating its eligibility in terms of Section 30(1) of the I&B Code, 2016.
- 38.** Further, it is submitted that details of various compliances as envisaged within the I&B Code and the CIRP Regulations to which a Resolution Plan has been adhered to, which is reproduced.
- 39.** It is further submitted that in terms of **Section 30(2) of the I&B Code, 2016**, (as amended vide Amendment dated August 16, 2019) the Resolution Plan, submitted by **Geepee Softtech Services Private Limited in consortium with JK Urbanscapes**

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Developers Limited (formerly known as JK Cotton Limited)
provides the compliance as under:

Section of the Code / Regulation No.	Requirement with respect to Resolution Plan	Clause of Resolution Plan	Compliance (Yes / No)
<i>Submission of the Resolution Plan in terms of the provisions of the I&B Code, 2016.</i>			
25(2)(h)	Whether the Resolution Applicant meets the criteria approved by the CoC having regard to the complexity and scale of operations of business of the Corporate Debtor?	Paragraph 6 (Clause 7) of Revised Addendum dated 10.05.2023 to the Revised Resolution Plan dated 07.03.2023	Yes
Section 29A	Whether the Resolution Applicant is eligible to submit resolution plan as per final list of Resolution Professional or Order, if any, of the Adjudicating Authority?	Section 29A affidavit has been annexed along with the Resolution Plan.	Yes
Section 30(1)	Whether the Resolution Applicant has submitted an affidavit stating that it is	Annexed along with the Resolution plan	Yes

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	eligible?		
Section 30(2)	Whether the Resolution Plan-		
	(a) provides for the payment of insolvency resolution process costs?	Paragraph 11 and 12 of Clause 6.3 and 6.4 of revised addendum dated 10.05.2023 to the Resolution Plan dated 07.03.2023. Paragraph 29 of Clause 6.3 and 6.4 of revised addendum dated 10.05.2023 to the Resolution Plan dated 07.03.2023.	Yes
	(b) provides for the payment to the operational creditors?	Paragraph 31 of Clause 8(ii) of the revised	Yes

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		addendum dated 10.05.2023 to the Resolution Plan dated 07.03.2023.	
	(c) provides for the payment to the financial creditors who did not vote in favour of the resolution plan?	Clause 7(v) of part II of the Resolution Plan dated 07.03.2023 at Page 32-33.	Yes
	(d) provides for the management of the affairs of the corporate debtor?	Clause 4 Sub clause I of the Part II read with paragraph 25 and 25 of the Revised Addendum dated 10.05.2023.	Yes
	(e) provides for the implementation and	Paragraph 22 and 23 (Clause 2) of the revised	Yes

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	<p>supervision of the resolution plan?</p> <p>(f) contravenes any of the provisions of the law for the time being in force?]</p>	<p>addendum dated 10.05.2023 to the Resolution Plan dated 07.03.2023.</p> <p>Clause 6 of the Part II at Page 29-30 Clause 13 and 14 of the Part III of the Resolution Plan dated 07.03.2023.</p> <p>Clause 15 of Part III of the Resolution Plan dated 07.03.2023.</p>	<p>Yes</p>
Section 30(4)	<p>Whether the Resolution Plan (a) is feasible and viable, according to the CoC?</p> <p>(b) has been approved by the CoC with 66% voting share?</p>		<p>Yes</p> <p>Yes</p>

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Section 31(1)	Whether the Resolution Plan has provisions for its effective implementation plan, according to the CoC?	Clause 6 of Part II at Pages 29-30 and Clause 13 and 14 at Page 38 of the Resolution Plan dated 07.03.2023.	Yes
<i>Mandatory contents of the Resolution Plan in terms of the Regulations of CIRP Regulations, 2016.</i>			
Regulation 38 (1)	Whether the amount due to the operational creditors under the resolution plan has been given priority in payment over financial creditors?]	Paragraph 31 (Clause 8(ii)) of the revised addendum dated 10.05.2023 to the Resolution Plan dated 07.03.2023.	Yes
Regulation 38(1A)	Whether the resolution plan includes a statement as to how it has dealt with the interests of all stakeholders?	Paragraph 13, 30 and 31 of the revised addendum dated 10.05.2023 to the Resolution Plan dated 07.03.2023.	Yes

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Regulation 38(1B)	<p>(i) Whether the Resolution Applicant or any of its related parties has failed to implement or contributed to the failure of implementation of any resolution plan approved under the Code.</p> <p>(ii) If so, whether the Resolution Applicant has submitted the statement giving details of such non-implementation?]</p>	<p>GSSPL: Clause 14 at Page 38 of the Resolution Plan dated 07.03.2023.</p> <p>JKUDL: Appendix 15 of the Addendum to the Resolution Plan dated 02.05.2023 and Appendix 15 dated 13.12.2023.</p>	Yes
Regulation 38(2)	<p>Whether the Resolution Plan provides:</p> <p>(a) the term of the plan and its implementation schedule?</p>	<p>Paragraph 22 and 23 (Clause 2) of the revised addendum dated 10.05.2023 to the Resolution Plan dated</p>	Yes

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	<p>(b) for the management and control of the business of the corporate debtor during its term?</p>	<p>07.03.2023. Clause 6.1.</p> <p>Paragraph 24 and 25 (Clause I(ii) and 4(i)) of the revised addendum dated 10.05.2023 to the Resolution Plan dated 07.03.2023. Clause 4.1.5.4.</p>	<p>Yes</p>
	<p>(c) adequate means for supervising its implementation?</p>	<p>Clause 4 of Part II at Page 28 of the Resolution Plan dated 07.03.2023.</p>	<p>Yes</p>
	<p>(d) for the manner in which proceedings in respect of avoidance transactions, if any, under Chapter III or fraudulent or wrongful trading under Chapter VI of Part II of the Code, will be</p>	<p>Paragraph 34 of the revised addendum dated 10.05.021023 to the Resolution Plan</p>	<p>Yes</p>

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	pursued after the approval of the Resolution Plan and the manner in which the proceeds, if any, from such proceedings shall be distributed.	dated 07.03.2023.	
38(3)	<p>Whether the resolution plan demonstrates that –</p> <p>(a) it addresses the cause of default.</p> <p>(b) it is feasible and viable</p>	<p>Paragraph 15 (Clause 7) of the revised addendum dated 10.05.2023 to the Resolution Plan dated 07.03.2023.</p> <p>Clause 15 of Part III at Page 38.</p> <p>Paragraph 15 (Clause 7) of the revised addendum</p>	<p>Yes</p> <p>Yes</p>

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	<p>(c) it has provisions for its effective implementation?</p>	<p>dated 10.05.2023 to the Resolution Plan dated 07.03.2023.</p> <p>Clause 6 of part II at Pages 29-30 and Clause 13 and 14 at page 38 of the Resolution Plan dated 07.03.2023.</p> <p>Paragraph 16 (Clause 8) of the revised addendum dated 10.05.2023 to the Resolution Plan dated 07.03.2023.</p>	<p>Yes</p>
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	<p>(d) it has provisions for approvals required and the timeline for the same?</p>	<p>Paragraph 16 (Clause 8) of the revised addendum dated 10.05.2023 to the Resolution Plan dated 07.03.2023.</p>	<p>Yes</p>
	<p>(e) the resolution applicant has the capability to implement the resolution plan?</p>	<p>Clause 4 of Part I at Page 8 of the Resolution Plan dated 07.03.2023, Paragraph 6 (Clause 1.2 of part I) of the</p>	<p>Yes</p>

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		revised addendum dated 10.05.2023 to the Resolution Plan dated 07.03.2023.	
39(2)	Whether the RP has filed applications in respect of transactions observed, found or determined by him?		No
Regulation 39(4)	Provide details of performance security received, as referred to in sub-regulation (4A) of regulation 36B.		Yes

Details of the Resolution Plan and/or Payment Schedule

40. The Resolution Applicant shall infuse an amount to the tune of **Rs. 30,25,00,000/-** in the Corporate Debtor, by way of loan and equity. That upon such infusion, the Resolution Applicant shall pay the Financial Creditor and the Operational Creditor, as per clauses 6.1 and 6.2 of the Resolution Plan, which shall be a full and final payment towards the dues of the Financial Creditor and the Operational Creditor.

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41. The salient payments under the Resolution Plan are as follows:

S N	Category of Creditors	Amount provided in the Plan (Rs.)	Percentage of admitted claim/ costs paid as per the Plan	Payment Terms along with Specific Clause(s) of Resolution Plan
1.	CIRP Cost	Rs. 50,00,000 /-	100%	In terms of Point 11 and 12 of the Clause 6.3 and 6.4 of the revised Addendum dated 10.05.2023, the SRA proposes to pay this CIRP Cost incurred by the RP within 60 days upon the approval of the plan by this Adjudicating Authority.
2.	Operational Creditor (Other than Statutory Dues, Workmen	-	-	-

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	and Employees' dues, Contingent Liabilities etc.)			
3.	Operational Creditors who are by nature Employees and Workmen	-	-	-
4.	Operational Creditor (Government Dues)	Rs. 9,30,341/-	100%	Clause 6.5. (c) of Part-I of the Resolution Plan dated 07.03.2023. the SRA proposed to pay within 60 days upon the approval of the plan by this Adjudicating Authority.
5.	Other Liabilities including	-	-	-

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	Contingent Liabilities			
6.	Financial Creditor (Secured Financial Creditor)	Rs. 29,50,14,309/-	100%	<p>Point 10 of the revised Addendum dated 10.05.2023.</p> <p>Rs. 29,00,14,309/- shall be paid to the Secured Financial Creditor within 60 days from the date of approval of the Resolution Plan by this Adjudicating Authority.</p> <p>The Balance amount of Rs. 50,00,000/- shall be paid after 60 months in equal instalments from the date of approval of the Plan by this Adjudicating Authority</p>

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7.	Remains with the Corporate Debtor	Rs. 15,55,350 /-	-	It is submitted that the balance amount of Rs. 15,55,350/- after distributing the amounts paid to the Financial Creditor, Operational Creditor and the CIRP Cost shall remain in the Corporate Debtor.
8.	Total (1+2+3+4+ 5+6+7)	Rs. 30,25,00, 000/-		

42. The amounts provided for the stakeholders under the Resolution Plan as provided in Form "H" are as under:

Sl. No.	Category of Stakeholder*	Sub-Category of Stakeholder	Amount Claimed	Amount Admitted	Amount Provided under the Plan	Amount Provided to the Amount Claimed
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	Secured Financial Creditors	(a) Creditors not having a right to vote under sub-	NIL	NIL	NIL	NIL

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		section (2) of section 21				
		(b) Other than (a) above:				
		(i) who did not vote in favour of the resolution Plan	NIL	NIL	NIL	NIL
		(ii) who voted in favour of the resolution plan	Rs. 27,465. 88 Lakh	Rs. 2,950.1 4 Lakh	Rs. 2,950. 14 Lakh	100%
		Total[(a) + (b)]	Rs. 27,465. 88 Lakh	Rs. 2,950.1 4 Lakh	Rs. 2,950. 14 Lakh	100%
2	Unsecured Financial Creditors	(a) Creditors not having a right to vote under sub-section (2) of section 21	NIL	NIL	NIL	NIL
		(b) Other than (a) above:				
		(i) who did not vote in favour of the resolution Plan	NIL	NIL	NIL	NIL
		(ii) who voted in favour of the resolution plan	NIL	NIL	NIL	NIL
		Total[(a) + (b)]	NIL	NIL	NIL	NIL
3	Operational Creditors	(a) Related Party of Corporate Debtor	NIL	NIL	NIL	NIL
		(b) Other than (a) above:				
		(i) Government				100%

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		(ii) Workmen	Rs. 9.30 Lakh	Rs. 9.30 Lakh	Rs. 9.30 Lakh	NIL
		(iii) Employees	Rs. 1.00 Lakh	NIL	NIL	NIL
		(iv) Other than (I, ii, and iii) i.e., Sylan Commercial Private Limited	Rs. 54.25 Lakh	NIL	NIL	NIL
		Total[(a) + (b)]	Rs. 24612.52 Lakh	Rs. 9.30 Lakh	Rs. 9.30 Lakh	100%
4	Other debts and dues		NIL	NIL	NIL	NIL
Grand Total			Rs. 52,078.40 Lakh	Rs. 2,959.45 Lakh	Rs. 2,959.45 Lakh	100%

43. At the hearing, the Learned Counsel appearing on behalf of the Resolution Professional of the Corporate Debtor submits that the claim of the **Workmen and Employees** as indicated in the table above has not been admitted as the claim of them has not been substantiated with adequate proof. In any event, the claim of the Workmen and Employees have already been dealt with in the previous order of this Adjudicating Authority dated **05.10.2023** at para 65 and 66, Page 25.

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44. Further, the Learned Counsel, would submit that the Resolution Plan submitted by “**Geepee Softtech Services Private Limited in consortium with JK Urbanscapes Developers Limited** (formerly known as “JK Cotton Limited”)”, **the Successful Resolution Applicant** has been approved by the CoC by 100% voting share complies with all the provisions of the Code and the Regulations and does not contravene any provisions of law for the time being in force.

Reliefs And Concessions sought by Resolution Applicant

45. The Reliefs and concessions is sought at Page No. 130 of Vol. 1 of Application read along with Page Nos. 98-128 of Vol. - I of Application [waivers/relinquishments/retentions sought for in Application, these correspond to waivers/relinquishments sought for by Successful Resolution Applicant vide clauses 8 of Part I of Resolution Plan dated 07.03.2023 read with point 16 and 17 of the revised addendum dated 10th May, 2023 of CoC approved Resolution Plan of SRA occurring in Page Nos. 569-573 of Vol. III and 675-681 of Vol - IV of Application respectively].

Implementation of Resolution Plan

46. The implementation of Resolution Plan has been provided at page 84-98 read with page 580-581 of Vol. - III and Pg. No. 683- 685 of Vol IV of Application. [Clause 2 of Part II - (internal) of Resolution Plan dated 7th March, 2023 read with point 22 (page no.683-685 of Vol- IV) of the revised addendum dated 10th May, 2023 of CoC approved resolution plan submitted by the SRA.

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Management of the Corporate Debtor after approval of the Plan

47. The management of the Corporate Debtor after approval of the Plan submitted by the SRA, has been provided under Clause 4(I) of Part -II at page 28 of the Resolution Plan submitted by the Geepee dated March 07, 2023, read with Point 24 and 25 of the revised Addendum dated May 10, 2023.

Our Inference

48. It is evident from the valuation reports annexed to the Resolution Plan that the average Fair Value: **Rs. 83,22,28,070/-** and **the** Liquidation Value: **Rs. 53,12,76,211/-**, however, the plan value is only **Rs. 30.25 Crore**, which is less than the liquidation value. We have noted that the Committee of Creditors of the Corporate Debtor had negotiated on several occasions to enhance the value. While we find that the CoC had taken steps to maximize the wealth of the Corporate Debtor but still has not been able to maximize the wealth to its full potential, when the plan value is less than the liquidation value.

49. Be that as it may, we rely on the Hon'ble Supreme Court's Judgment rendered in the case of ***Maharashtra Seamless Limited v. Padmanabhan Venkatesh & Ors.*** reported in **(2020) 11 SCC 467 : 2020 SCC OnLine SC 67 at page 487**, wherein the Hon'ble Apex Court had held that "**No provision in the Code or Regulations has been brought to our notice under which the bid of any Resolution Applicant has to match liquidation value arrived at in the manner provided** in Regulation 35 of the *Insolvency and Bankruptcy Board of India (Insolvency Resolution*

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Process for Corporate Persons) Regulations, 2016.” Relying on the said judgment, we proceed to examine the other aspects of the plan for the purpose of approval or otherwise.

- 50.** Upon hearing, the submission made by the Learned Counsel appearing on behalf of the Resolution Professional of **Rishra Steel Limited**, Corporate Debtor herein and perusing the record and/or documents placed before this Adjudicating Authority, we would find that **the Resolution dated 07.03.2023 along with the Addendum dated 03.05.2023 and revised addendum dated 10.05.2023 (“Addendum”)**, submitted by **Geepee Softech Services Private Limited in consortium with JK Urbanscapes Developers Limited** (formerly known as “JK Cotton Limited”) has been approved by the CoC of the Corporate Debtor by **100%** voting share in its 22nd meeting of the CoC convened on 22.12.2023, is annexed at Pages 555-760 as Annexure “A-52” to the Application, and subsequently **“Geepee Softech Services Private Limited in consortium with JK Urbanscapes Developers Limited”** (formerly known as “JK Cotton Limited”) is declared as the **“Successful Resolution Applicant”**. As per the CoC, the plan meets the requirement of being viable and feasible for the revival of the Corporate Debtor. Preponderantly, all the compliances have been done by the Resolution Applicant for making the plan effective after approval by this Adjudicating Authority.
- 51.** In the course of the hearing, Ld. Counsel for the applicant would further submit that the Resolution Plan complies with all the provisions of the Insolvency and Bankruptcy Code, 2016, read with relevant Regulations of the Insolvency and Bankruptcy Board

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of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 and does not contravene any of the provisions of law for the time being in force.

- 52.** Upon perusal of the documents on record and/or documents, we are satisfied that **the Resolution dated 07.03.2023 along with the Addendum dated 03.05.2023 and revised addendum dated 10.05.2023 (“Addendum”)**, submitted by **Geepee Softech Services Private Limited in consortium with JK Urbanscapes Developers Limited**, (formerly known as “JK Cotton Limited”), **the Successful Resolution Applicant**, is in accordance with sections 30 and 31 of the I&B Code, 2016 and also complies with regulations 38 and 39 of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016.
- 53.** As far as the question of granting time to comply with the statutory obligations or seeking approvals from authorities is concerned, the Resolution Applicant is directed to do so within one year from the date of this order, as prescribed under section 31(4) of the I&B Code.
- 54.** We have perused the reliefs, waivers and concessions as sought and as provided in the Resolution Plan. It is evident that some of the reliefs, waivers and concessions sought by the Resolution Applicant come within the ambit of the I&B Code and the Companies Act 2013, while many others fall under the power and jurisdiction of different government authorities/departments. This Adjudicating Authority has the power to grant reliefs, waivers and concessions only concerning the reliefs, waivers and concessions

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that are directly with the I&B Code and the Companies Act (within the powers of the NCLT). The reliefs, waivers and concessions that pertain to other governmental authorities/departments may be dealt with by the respective competent authorities/forums/offices, Government or Semi-Government of the State or Central Government concerning the respective reliefs, waivers and concession, whenever sought for. The competent authorities including the Appellate authorities may consider granting such reliefs, waivers and concessions keeping in view the spirit of the I&B Code, 2016 and the Companies Act, 2013.

- 55.** It is almost trite and fairly well-settled that the Resolution Plan must be consistent with the extant law. The Resolution Applicant shall make necessary applications to the concerned regulatory or statutory authorities for the renewal of business permits and supply of essential services, if required, and all necessary forms along with filing fees etc. and such authority shall also consider the same keeping in mind the objectives of the Code, which is essentially the resolving the insolvency of the Corporate Debtor.
- 56.** In this context, we would rely upon the judgment in ***Embassy Property Developments Pvt. Ltd. vs. State of Karnataka*** reported at **MANU/SC/1661/2019: (2020) 13 SCC 308**, wherein, the Hon'ble Apex Court has laid down that:

“39. If NCLT has been conferred with jurisdiction to decide all types of claims to property, of the corporate debtor, Section 18(f)(vi) would not have made the task of the interim resolution professional in taking control and custody of an asset over which the corporate debtor has ownership rights,

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subject to the determination of ownership by a court or other authority. In fact an asset owned by a third party, but which is in the possession of the corporate debtor under contractual arrangements, is specifically kept out of the definition of the term "assets" under the Explanation to Section 18. This assumes significance in view of the language used in Sections 18 and 25 in contrast to the language employed in Section 20. Section 18 speaks about the duties of the interim resolution professional and Section 25 speaks about the duties of resolution professional. These two provisions use the word "assets", while Section 20(1) uses the word "property" together with the word "value". Sections 18 and 25 do not use the expression "property". Another important aspect is that Under Section 25(2)(b) of IBC, 2016, the resolution professional is obliged to represent and act on behalf of the corporate debtor with third parties and exercise rights for the benefit of the corporate debtor in judicial, quasi-judicial and arbitration proceedings. Section 25(1) and 25(2)(b) reads as follows:

25. Duties of resolution professional -

(1) It shall be the duty of the resolution professional to preserve and protect the assets of the corporate debtor, including the continued business operations of the corporate debtor.

(2) For the purposes of Sub-section (1), the resolution professional shall undertake the following actions:

(a).....

*(b) represent and act on behalf of the corporate debtor with third parties, **exercise rights for the benefit of the corporate debtor in judicial, quasi judicial and arbitration proceedings.***

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This shows that wherever the corporate debtor has to exercise rights in judicial, quasi-judicial proceedings, the resolution professional cannot short-circuit the same and bring a claim before NCLT taking advantage of Section 60(5).

40. Therefore in the light of the statutory scheme as culled out from various provisions of the IBC, 2016 it is clear that wherever the corporate debtor has to exercise a right that falls outside the purview of the IBC, 2016 especially in the realm of the public law, they cannot, through the resolution professional, take a bypass and go before NCLT for the enforcement of such a right.”

(Emphasis Added)

- 57.** The reliefs sought for subsisting contracts/agreements can be granted, and no blanket orders can be granted in the absence of the parties to the contracts and agreements.
- 58.** Concerning the waivers with regard to the extinguishment of claims which arose prior to the initiation of the CIR Process and which have not been claimed are granted in terms of the law laid down by the Hon'ble Apex Court in ***Ghanashyam Mishra and Sons Private Limited vs. Edelweiss Asset Reconstruction Company Limited*** reported in **MANU/SC/0273/2021: (2021)9SCC657: [2021]13SCR737** that ***“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***

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stakeholders. On the date of approval of resolution plan by the Adjudicating Authority, all such claims, which are not a part of 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.” (Emphasis Added)

59. Further, the relevant part of the **Ghanshyam Mishra judgment (supra)** in this regard is given below:

“61. All these details are required to be contained in the information memorandum so that the resolution applicant is aware, as to what are the liabilities, that he may have to face and provide for a plan, which apart from satisfying a part of such liabilities would also ensure, that the Corporate Debtor is revived and made a running establishment. The legislative intent of making the resolution plan binding on all the stake-holders after it gets the seal of approval from the Adjudicating Authority upon its satisfaction, that the resolution plan approved by CoC meets the requirement as referred to in Sub-section (2) of Section 30 is, that after the approval of the resolution plan, no surprise claims should be flung on the successful resolution applicant. The dominant purpose is, that he should start with fresh slate on the basis of the resolution plan approved.”

“62. This aspect has been aptly explained by this Court in the case of Committee of Creditors of Essar Steel India Limited through Authorised Signatory (supra).”

“107. For the same reason, the impugned NCLAT judgment [Standard Chartered Bank v. Satish Kumar Gupta] in holding that claims that may exist apart from those decided on merits by the resolution professional and by the Adjudicating Authority/Appellate Tribunal can now be decided

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by an appropriate forum in terms of Section 60(6) of the Code, also militates against the rationale of Section 31 of the Code. 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 a prospective resolution applicant who would successfully take over the business of the corporate debtor. All claims must be submitted to and decided by the resolution professional so that a prospective resolution applicant knows exactly what has to be paid in order that it may then take over and run the business of the corporate debtor. This the successful resolution applicant does on a fresh slate, as has been pointed out by us hereinabove. For these reasons, NCLAT judgment must also be set aside on this count."

(Emphasis Added)

- 60.** In this regard we also rely on the judgement of the Hon'ble High Court of Rajasthan in the matter of **EMC v. State of Rajasthan, Civil Writ Petition No. 6048/2020 with 6204/2020** reported in **(2023) ibclaw.in 42 HC**, wherein it has been inter-alia held that:

"Law is well-settled that with the finalization of insolvency resolution plan and the approval thereof by the NCLT, all dues of creditors, Corporate, Statutory and others stand extinguished and no demand can be raised for the period prior to the specified date."

(Emphasis Added)

- 61.** Thus, on the date of approval of the resolution plan by the Adjudicating Authority, all such claims, that are not a part of the

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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. The Hon'ble Supreme Court of India further laid down that all the dues including the statutory dues owed to the Central Govt, any State Govt 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 before the date on which the Adjudicating Authority grants its approval under Section 31 could be continued.

- 62.** Concerning the waivers sought in relation to guarantors, the Hon'ble Apex Court held in ***Lalit Kumar Jain v. Union of India*** reported in **MANU/SC/0352/2021: (2021) 9 SCC 321: (2021) ibclaw.in 61 SC** that *the sanction of a resolution plan and finality imparted to it by Section 31 does not per se operate as a discharge of the guarantor's liability. As to the nature and extent of the liability, much would depend on the terms of the guarantee itself.*

(Emphasis Added)

- 63.** Further, we would rely upon the judgment rendered by the NCLAT in ***Roshan Lal Mittal v. Rishabh Jain*** reported in **(2023) ibclaw.in 803 NCLAT** that:

“The Resolution Plan does not absolve the personal guarantors from their guarantee. The law well settled by the Hon'ble Supreme Court in the matter of “Lalit Kumar Jain vs. Union of India & Ors. – (2021) 9 SCC 321), that by approval of resolution plan the guarantees are not ipso facto discharged.”

(Emphasis Added)

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- 64.** For the reliefs and waivers sought for all inquiries, litigations, investigations, and proceedings shall be granted strictly as per section 32A of the I&B Code, 2016 and the provisions of the law as may be applicable.
- 65.** In this context, we would infer that upon the approval of the Resolution Plan, the Corporate Debtor avails the limbs of new management to revive its business. Thus, all the past liabilities of the Corporate Debtor including criminal liability prior to the initiation of the CIR Process shall stand effaced and the new management will step into the shoes of the company with a fresh or clean slate. Hence, the old management shall be liable to face all the offences committed prior to the commencement of the CIR Process. At this junction, we would rely upon the judgment rendered by the Hon'ble Apex Court in ***Ajay Kumar Radheyshyam Goenka vs. Tourism Finance Corporation of India Ltd.*** reported in **MANU/SC/0244/2023: (2023) 10 SCC 545** that:

“67. Thus, Section 32A broadly leads to:

*a. **Extinguishment of the criminal liability of the corporate debtor, if the control of the corporate debtor goes in the hands of the new management which is different from the original old management.***

b. The prosecution in relation to "every person who was a "designated partner" as defined in Clause (j) of Section 2 of the Limited Liability Partnership Act 2008 (6 of 2009), or an "officer who is in default", as defined in Clause (60) of Section 2 of the Companies Act. 2013 (18 of 2013), or was in any manner in charge of, or responsible to the corporate debtor for the conduct of its business or associated with the

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corporate debtor in any manner and who was directly or indirectly involved in the commission of such offence" shall be proceeded and the law will take it's own course. Only the corporate debtor (with new management) as held in Para 42 of P. Mohanraj will be safeguarded.

c. If the old management takes over the corporate debtor (for MSME Section 29A does not apply (see 240A), hence for MSME old management can takeover) the corporate debtor itself is also not safeguarded from prosecution Under Section 138 or any other offences."

(Emphasis Added)

- 66.** Further, in a very recent judgment rendered by the **Hon'ble High Court of Madras** in **Vasan Healthcare Pvt. Ltd. vs. The Deputy Director of Income Tax (Investigation), Unit 3(2)** reported in **MANU/TN/0243/2024: (2024) ibclaw.in 80 HC** that:

*"9. In the above judgement, the Apex Court after dealing with the provision in detail, came to a categoric conclusion that insofar as the criminal prosecution is concerned, the criminal liability of the corporate debtor viz., company gets completely wiped off and the new management is allowed to take over the company on a clean slate. However, the Apex Court also made it clear that the persons who are involved in the day today affairs of the company and were incharge and responsible for running of the company, will be liable to face all the **offence committed prior to the commencement of the Corporate Insolvency Resolution Process. There is no escape for those persons from criminal liability even though the corporate debtor is given a clean slate and is handed over to the new Management.***

10. Useful reference can also be made to the judgement of the Calcutta High Court in [Tantia Constructions Limited Vs. Krishna Hi-Tech Infrastructure P Ltd] in

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CRP No. 172 of 2022. *The relevant portions in the order are extracted hereunder :-*

4. For the **application of Section 32A of IBC, 2016** and in light of the present matter, it is pertinent to determine the following two issues, i.e.,

i. Whether the offence as complained in the impugned criminal proceedings has been alleged to be committed before the initiation of corporate insolvency resolution process or during such process?

ii. Whether the resolution plan has resulted in change in the management or corporate debtor in consonance with the provisions of Section 32A(1) of IBC, 2016?

5. With respect to Issue No. 1, it is pertinent to note that the corporate insolvency resolution process as against the Petitioner/Corporate Debtor was initiated on 13.03.2019 when the application was accepted and the Order of Moratorium under Section 14 of the IBC, 2016 was imposed by NCLT, Kolkata in the aforementioned case. The complaint that commenced the impugned criminal proceedings was filed on 22.07.2019 before the concerned court by the opposite party. Whereby, said alleged offence so complained, took place before or during the corporate insolvency resolution process and is covered under the ambit of Section 32A of IBC, 2016.

6. With respect to Issue No. 2, it is observed that the petitioner has not made specific submission in this regard. However, it is the submission of the opposite party that the **impugned complaint case does not concern itself with the new directors that were appointed after takeover by the Resolution Applicant in line with the Resolution Plan so approved by NCLT dated 24.02.2022. It is their submission that they are**

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primarily aggrieved by the actions of petitioner when it was in control of erstwhile Directors.

*11. The above judgement clearly lays down the law on the subject. The moment the Corporate Insolvency Resolution Process is initiated against the corporate debtor and the application is accepted by the NCLT, the moratorium comes into operation. **Once the resolution plan is accepted by the NCLT and orders are passed and the Corporate debtor gets into hands of the new management, all the past liabilities including the criminal liability of the Corporate debtor gets wiped off and the new Management takes over the company with clean slate.***

(Emphasis Added)

- 67.** As far as the question of granting time to comply with the statutory obligations or seeking approvals from authorities is concerned, the Resolution Applicant is directed to do so within one year from the date of this order, as prescribed under section 31(4) of the I&B Code.
- 68.** In case of non-compliance with this order or withdrawal of the Resolution Plan, the payments already made by the Resolution Applicant shall be liable for forfeiture.
- 69.** In so far as the approval of **the Resolution dated 07.03.2023 along with the Addendum dated 02.05.2023 and revised addendum dated 10.05.2023 (“Addendum”)** submitted by **Geepee Softech Services Private Limited in consortium with JK Urbanscapes Developers Limited** (formerly known as “JK Cotton Limited”), is concerned, this Adjudicating Authority is bound by the judgement of the Hon’ble Supreme Court of India in

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K. Sashidhar vs. Indian Overseas Bank and Ors. reported in (2019) 12 SCC 150: MANU/SC/0189/2019, wherein it is held that:

*“35. Whereas, the discretion of the adjudicating authority (NCLT) is circumscribed by Section 31 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. Reverting to Section 30(2), the enquiry to be done is in respect of whether the resolution plan provides: **(i) the payment of insolvency resolution process costs in a specified manner in priority to the repayment of other debts of the corporate debtor, (ii) the repayment of the debts of operational creditors in prescribed manner, (iii) the management of the affairs of the corporate debtor, (iv) the implementation and supervision of the resolution plan, (v) does not contravene any of the provisions of the law for the time being in force, (vi) conforms to such other requirements as may be specified by the Board.** The Board referred to is established Under Section 188 of the I & B Code. The powers and functions of the Board have been delineated in Section 196 of the I & B Code. None of the specified functions of the Board, directly or indirectly, pertain to regulating the manner in which the financial creditors ought to or ought not to exercise their commercial wisdom during the voting on the resolution plan Under Section 30(4) of the I & B Code. The subjective satisfaction of the financial creditors at the time of voting is bound to be a mixed baggage of variety of factors. To wit, the feasibility and viability of the proposed resolution plan and including their perceptions about the general capability of the*

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resolution applicant to translate the projected plan into a reality. The resolution applicant may have given projections backed by normative data but still in the opinion of the dissenting financial creditors, it would not be free from being speculative. These aspects are completely within the domain of the financial creditors who are called upon to vote on the resolution plan Under Section 30(4) of the I & B Code.”

(Emphasis Added)

70. Further, the Hon’ble Apex Court in ***Jaypee Kensington Boulevard Apartments Welfare Association and Ors. vs. NBCC (India) Ltd. and Ors.*** reported in (2022) 1 SCC 401: MANU/SC/0206/2021 at Para 216, has laid down that:

“The Adjudicating Authority has limited jurisdiction in the matter of approval of a resolution plan, which is well-defined and circumscribed by Sections 30(2) and 31 of the Code. In the adjudicatory process concerning a resolution plan under IBC, there is no scope for interference with the commercial aspects of the decision of the CoC; and there is no scope for substituting any commercial term of the resolution plan approved by Committee of Creditors. If, within its limited jurisdiction, the Adjudicating Authority finds any shortcoming in the resolution plan vis-à-vis the specified parameters, it would only send the resolution plan back to the Committee of Creditors, for re-submission after satisfying the parameters delineated by the Code and exposted by this Court.”

(Emphasis Added)

71. Further, in ***Committee of Creditors of Essar Steel India Limited vs. Satish Kumar Gupta*** reported at (2020) 8 SCC 531:

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MANU/SC/1577/2019, the Hon'ble Apex Court has propounded that:

“37. Regulation 18 to 26 of the 2016 Regulations deal with meetings to be conducted by the Committee of Creditors. The quorum at the meeting is fixed by Regulation 22, and the conduct of the meeting is to take place as under Regulation 24. Voting takes place under Regulation 25 and 26. Most importantly, Regulation 39(3) states:

39. Approval of resolution plan

xxx xxx xxx

(3) The committee shall evaluate the resolution plans received under sub-regulation (1) strictly as per the evaluation matrix to identify the best resolution plan and may approve it with such modifications as it deems fit.

Provided that the committee may approve any resolution plan with such modifications as it deems fit.

38. This Regulation fleshes out Section 30(4) of the Code, making it clear that ultimately it is the commercial wisdom of the Committee of Creditors which operates to approve what is deemed by a majority of such creditors to be the best resolution plan, which is finally accepted after negotiation of its terms by such Committee with prospective resolution applicants.”

(Emphasis Added)

72. In the case at hand, we would note that **the Resolution dated 07.03.2023 along with the Addendum dated 03.05.2023 and revised addendum dated 10.05.2023 (“Addendum”)** submitted by the Resolution Applicant, **Geepee Softtech Services Private Limited in consortium with JK Urbanscapes Developers**

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Limited (formerly known as “JK Cotton Limited”) on **August 03, 2023**, has been approved by the Committee of Creditors of the Corporate Debtor by **100%** voting share in its 22nd meeting of the CoC convened on 22.12.2023. Accordingly, the Resolution Plan of **Geepee Softtech Services Private Limited in consortium with JK Urbanscapes Developers Limited** (formerly known as “JK Cotton Limited”) defeats all other plans submitted before the applicant and **Geepee Softtech Services Private Limited in consortium with JK Urbanscapes Developers Limited** (formerly known as “JK Cotton Limited”) has unanimously declared as a **“Successful Resolution Applicant”**. Hence, given the aforesaid decisions of the Hon’ble Apex Court as well as in light of the overall facts and circumstances of the present case, this Adjudicating Authority has not interfered with the viability of the Commercial Wisdom as exercised by the Committee of Creditors of the Corporate Debtor.

73. Subject to the observations made in this Order, **the Resolution dated 07.03.2023 along with the Addendum dated 03.05.2023 and revised addendum dated 10.05.2023 (“Addendum”)**, submitted by **“Geepee Softtech Services Private Limited in consortium with JK Urbanscapes Developers Limited** (formerly known as “JK Cotton Limited”)” is hereby **APPROVED** and **FINALLY SANCTIONED** by this Adjudicating Authority.

74. The Resolution Plan shall form part of this Order and shall be read along with this order for implementation. The Resolution Plan thus approved shall be binding on the Corporate Debtor and all other stakeholders involved in terms of Section 31 of the I&B Code, so

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that the revival of the Corporate Debtor Company shall come into force with immediate effect without any delay.

- 75.** The Moratorium imposed under section 14 of the Code by virtue of the order initiating the CIR Process, shall cease to have effect from the date of this order.
- 76.** The Resolution Professional shall submit the records collected during the commencement of the proceedings to the Insolvency & Bankruptcy Board of India for their record and also return them to the Resolution Applicant or New Promoters.
- 77.** Liberty is hereby granted for moving any application, if required, in connection with the successful implementation of this Resolution Plan.
- 78.** A copy of this Order is to be submitted to the Registrar of Companies (RoC) to whom the company is registered, by the Resolution Professional.
- 79.** The Resolution Professional shall stand discharged from his duties with effect from the date of this Order.
- 80.** The Resolution Professional is further directed to hand over all records, premises/ factories/ documents to the Resolution Applicant to finalise the further line of action required for starting the operation. The Resolution Applicant shall have access to all the records/ premises/ factories/ documents through the Resolution Professional to finalise the further line of action required for starting the operation.

**IN THE NATIONAL COMPANY LAW TRIBUNAL
DIVISION BENCH, COURT NO. II
KOLKATA**

Rishra Steel Limited

- 81.** The **Registry of this Adjudicating Authority** is directed to send e-mail copies of the order forthwith to all the parties and their Learned Counsels for information and for taking necessary steps.
- 82.** In terms of the view above, the interlocutory application being **I.A. (Companies.Act) No. 2/KB/2024** along with the main company petition being **T.P. No. 4/KB/2022** shall stand **disposed of** accordingly.
- 83.** When the aforesaid order was about to be pronounced, a set of counsels appeared with a request to stay the pronouncement for the sake of a group of workmen whose claim for provident fund and gratuity has not been entertained by the Resolution Professional. We find that no interlocutory application seeking any such relief is however on board. Hence, the plea is not entertained.
- 84.** Certified copies of this order, if applied for with the Registry of this Adjudicating Authority, be supplied to the parties upon compliance with all requisite formalities.
- 85.** File be consigned to the record.

D. Arvind
Member (Technical)

Bidisha Banerjee
Member (Judicial)

This Order is signed on the 22nd Day of March, 2024.

Bose, R. K. [LRA]