

**IN THE NATIONAL COMPANY LAW TRIBUNAL
KOCHI BENCH, KERALA**

I.A No/154/KOB/2021

IN

TIBA/25/KOB/2019

(Under Section 30(6) & 31(1) of the Insolvency and Bankruptcy Code, 2016 read with Regulation 39 of the IBBI (Insolvency Resolution Process of Corporate Person) Regulation, 2016 and Rule 11 of the NCLT Rules for Approval of Resolution Plan)

Order delivered on :05.05.2022

Coram:

**Hon'ble Mr. Ashok Kumar Borah, Member (Judicial)
Hon'ble Mr. Anil Kumar. B, Member (Technical)**

Satyadevi Alamuri

Resolution Professional of:

M/s. Nui Pulp and Paper Industries Private Limited

(CIN: U21000KL2009PTC024730),

23 Lake Area, 3rd Cross Street,

Nungambakkam, Chennai – 600 034.

..... Applicant

In the matter of

Roxel Trading Company GmbH

..... Applicant/Operational Creditor

Versus

Nui Pulp and Paper Industries Private Limited ... Respondent/Corporate Debtor
(CIN: U21000KL2009PTC024730)

Parties/Counsels Present (through video conference)

FOR APPLICANT

... S/Sh. E OM PRAKASH, VINOD PV, Ms. REETHA D
- (Advocates)

ORDER

Per: Ashok Kumar Borah, Member (J)

This Interlocutory Application has been filed by Ms. Sathyadevi Alamuri, the Resolution Professional of Nui Pulp & Paper Industries Private Limited (Corporate Debtor) (CIN: U21000KL2009PTC024730), under Section 31 (1) of the Insolvency and Bankruptcy Code, 2016 ("IBC Code") read with Regulation 39 of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, for approval of the Resolution Plan submitted by Consortium of Mr. Syed Abdul Ahad, which is approved by the Committee of Creditors under Section 30(4) of the IBC with 100% voting rights. The applicant sought the following reliefs:

- a. Approve the Resolution Plan submitted by Consortium of Mr. Syed Abdul Ahad along with M/s. Golden Hatcheries through its proprietor Mr. S.M. Kamal Pasha under Section 31(1) of the Insolvency and Bankruptcy Code, 2016;
 - b. Pass such relief and concession sought by the Resolution Applicant as this Hon'ble Tribunal may deem fit and proper in terms of the Resolution Plan;
2. The facts leading to the Application are as under:

2.1 Corporate Debtor under CIRP is a private limited company incorporated on 09.09.2009 under the Companies Act 2013. The Corporate Debtor is engaged in the business of manufacture of Paper Cups and is a 100% export oriented unit having manufacturing unit at 100, Road R5, Sri City SEZ, Chittoor District, Andhra Pradesh — 517 588. The Registered Office of the Company is situated at Nano Quarters, Flat No.5, Chenakkal, Calicut University P O, Calicut, Kozhikode, Kerala- 673 635.

2.2 This Tribunal vide order dated 07.11.2019 in TIBA No.25/KOB/2019 (IBA No.598/2019 of Chennai Bench) admitted the petition under Section 9 of IBC Code filed by Roxcel Trading Company GmbH, Austria, an Operational Creditor, against the Corporate Debtor (CD) , Nui Pulp & Paper Industries Private Limited for initiating Corporate Insolvency Resolution Process ("CIRP") and appointed Mr. Baburajan Balakrishnan, an Insolvency Professional as the Interim Resolution Professional ("IRP").

2.3 This Tribunal initially excluded the lockdown period from 25.03.2020 to 10.02.2021 and further granted 60 days i.e., from 11.02.2021 to 13.04.2021 to complete the CIRP vide order dated 11.02.2021 in IA(IBC)/116/KOB/2021. Since the Resolution Plan was under active consideration of the Committee of Creditors (CoC), this Tribunal granted further time till 01.09.2021 in IA(IBC)/116/KOB/2021 to complete the CIRP vide order dated 02.08.2021.

2.4 The IRP has collated the claims and constituted the Committee of Creditors on 04.12.2019 under Regulation 17(1) with only one secured Financial Creditor, Bank of Baroda (Erstwhile Vijaya Bank) with a claim to the extent of Rs. 11,67,10,586/-. The suspended Directors of the Corporate Debtor's unsecured Financial debt claim to the extent of Rs.7,71,45,342/- was admitted based on the books of accounts duly audited as on 31.03.2019. The summary of updated final list of claims was as follows:

Sl.no	Creditors	Form	Total Amount Claimed	Total Amount Admitted	No. of claimants filed	Admitted no. of claims
1	Financial Creditor - Secured	Form C	116,710,586	116,710,586	1	1
2	Financial Creditor - Unsecured	Form C	77,145,342	77,145,342	2	2
3	Operational Creditor	Form B	333,697,289	57,456,941	19	19
4	Government Claim	Form B	19,478,106	-	1	0
5	Workmen and Employee	Form D	498,998	498,998	19	19
6	Creditor Other than FC and OC	Form F	1,129,595	284,462	2	1
TOTAL			548,659,916	252,096,329	44	42

2.5 In the second meeting of the Committee of Creditors ("COC") held on 02.01.2020, the applicant was appointed as the Resolution Professional ("RP") under Section 22(3)(b) of IBC and this Tribunal vide its order in MA/8/KOB/2020 dated 03.02.2020 approved the said appointment.

3. CIRP and compliances:

3.1 Applicant took over the affairs of the Corporate Debtor on 9th February 2020 and conducted the 3rd CoC meeting on 18th February 2020 wherein the first issue of Form G was approved with 100% voting power. The Applicant submits that in terms of the provisions of Section 25(2)(h) of the Code read with Regulation 36A(1) of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, invitations in Form 'G' for Expressions of Interest (Eol) from potential Resolution Applicants were published on 05.03.2020 in Financial Express (English) Southern Edition, Metrovartha (Malayalam) and Visalandra (Telugu), where the Registered Office and Principal Office of the CD is situated. The last date for receipt of Eols was 20.03.2020. The

notice was also published on the website of the Insolvency and Bankruptcy Board of India (IBBI).

3.2 The CoC approved the 2nd issue of EOI at its meeting held on 21.05.2020 and reduced the net worth criteria to Rs. 10 Crore from Rs. 25 Crore to invite more participants and accordingly Form G was published on 27.07.2020 with the last date for submission of EOI as 11.08.2020. There was no response to the invitation made. Reissue for the third time was again made by issue of a public advertisement on 09.09.2020 with CoC approval having 100% voting power on 03.09.2020 and on the basis of EOI submitted, a provisional list was issued on 05.10.2020 with two eligible Resolution Applicant. The last date for submission of the Resolution Plan was 10th November 2020.

3.3 Reissue for the 4th time was approved by CoC by email confirmation and Form G was again published on 18th November 2020. After conducting due diligence as per the provisions of the IBC, 2016 the Provisional and final list of Prospective Resolution Applicant (PRA) was declared on 11.12.2020 and one of the PRAs had submitted its Resolution Plan on 21.01.2021 and the same was rejected by the CoC as the offer made by him was very less. The other party did not submit his Resolution Plan. Therefore, the CoC vide its email dated 4.02.2021 had approved 5th re-issue of Form G and confirmed the same at the 8th CoC meeting held on 13.02.2021. Form G was re-issued for the 5th time on 05.02.2021 with certain eligibility criterias.

3.4 Out of the 3 eligible PRAs, Consortium of Mr. Syed Abdul Ahad and Golden Hatcheries, Bengaluru (RA) has submitted this Resolution Plan along with Bank Gurantee for Rs.50,00,000/- (Rupees Fifty lacs only) as per the terms of the

EOI and submitted the physical copy along with Bank Guarantee on 27.03.2021. The Resolution Plan submitted by RA on 27.03.2021 offered the following payment to the different stakeholders:

Type of stakeholder	Amount of claim admitted in Rs.	Proposed Repayment in Rs.	% of proposed repayment to the amount admitted
Secured Financial Creditor	11,67,10,586.00	5,14,43,555.00	44.08%
Operational Creditors	5,74,56,941.00	57,457.00	0.10%
Employees	4,98,998.00	4,98,988	100%
Unsecured Creditors - Related parties	7,71,45,342.00	0	0
Others - Land Lessors Sricity	2,84,462.00	2,84,464.00	100%
Stat authorities- PF Dept	0	2,00,000.00	100%
CIRP COST** CIRP cost beyond Rs.80 lacs shall be adjusted from the amount payable to the secured financial creditors.	93,39,000.00	80,00,000	85.66%
Total	26,14,35,329	6,04,84,464	
Working capital		1,50,00,000	
Capital Expenditure		50,00,000	
TOTAL		8,04,84,464	

**A sum of Rs.9,98,084/- was incurred out of internal accruals by sale of scrap and finished goods. CIRP Cost of Rs.80 lakh agreed to be paid by the

Resolution Applicant does not include the cost of Rs.9,98,084/- incurred out of internal accruals.

4. Evaluation and voting:

4.1 The Resolution Plan was placed for discussion before the CoC in the 9th CoC meeting held on 09.04.2021. The 10th CoC meeting scheduled on 26.04.2021 (not held due to Covid pandemic but circulated with the agenda again), wherein, the CoC after due deliberations sought certain revisions in the plan vide its email dated 22.05.2021 and to come up with a revised Resolution Plan.

4.2 The Resolution Applicant filed a revised Resolution Plan on 8th June 2021 and the same was placed before the CoC meeting held on 16.06.2021. RA did not improve the offer but agreed to furnish certain additional declarations as required by CoC by way of addendum and also agreed to make a provision towards PF dues though claim is not filed by PF Department.

4.3 The CoC directed the RA to submit the required documents on or before 19th June 2021 along with the required certification by RP. Based on this direction, the RA has on 30th June 2021 and again on 15.07.2021 furnished the declaration by way of an addendum to the revised Resolution Plan stating that the plan is unconditional along with the revised distribution schedule.

4.4 RP has examined the Resolution Plan and found that the Resolution Plan submitted by the RA satisfies the requirements under Section

30(2) and presented the Resolution Plan before 12th CoC meeting held on 15.07.2021.

4.5 However, COC informed the RA that some more terms are required to be complied in the form of undertaking with respect to the enforceability of personal guarantors, receivables from debtors/ECGC claim to be received by CoC upto 30.09.2022 or one year from the date of approval of NCLT whichever is later, taking over the assets by RA on as is where is basis etc. and required the RA to submit the undertaking immediately. The final Resolution Plan as revised by way of addendum dated 15.07.2021, 11.08.2021 to the revised plan and final addendum on 21.08.2021 was submitted by the Resolution Applicant on 23.08.2021.

4.6 The COC considered the financial proposals and after ensuring that the Resolution Plan meets the requirements under the IBC and its Regulations thereunder approved the Resolution Plan submitted by Consortium of Mr. Syed Abdul Ahad, Lead Member along with M/s. Golden Hatcheries is represented by its Proprietor Mr. Kamal Pasha, with 100% voting rights pursuant to the provisions of Section 30(4) of IBC, 2016.

4.7 The Applicant issued the Letter of Intent on 30.08.2021. In accordance with Regulation 36B(4A) of the CIRP Regulations, the Successful Resolution Applicant has to submit the Performance Bank Guarantee (PBG) of Rs.80,99,246/- within 7 days from the LOI issued. In compliance with this, the RA has submitted the Personal Guarantee of Rs. 80,99,246/-.

5. Compliance of the approved Resolution Plan with various provisions

5.1. The Applicant has filed a Compliance Certificate in prescribed form, i.e., Form 'H'(Annexure-2), in compliance with Regulation 39(4) of the Insolvency & Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016.

5.2. The Applicant has submitted details of various compliances as envisaged under the Code and the CIRP Regulations, which is reproduced hereunder:

I. Submission of Resolution Plan in terms of sub-section (2) of section 30 of the Code (as amended vide Amendment dated 16 August 2019):

Section of the Code/Regulation	Provisions of the Code/Regulation	Compliance Status
Sec 30(2)(a)	provides for the payment of insolvency resolution process costs in a manner specified by the Board in priority to the payment of other debts of the corporate debtor;	The Resolution Plan provided for payment of CIRP cost of Rs.80,00,000.00 (payment shall be made on actual basis) in priority to the payment of other debts. CIRP cost shall be paid on actual basis. The Resolution Plan proposes Rs.80,00,000/- and over and above the proposed payment, if any shall be adjusted from the amount payable to the Secured Financial Creditor.
Sec 30(2)(b)	provides for the payment of debts of operational creditors in	The Resolution Plan provides for payment of 0.10% of the amount

	<p>such manner as may be specified by the Board which shall not be less than-</p> <p>(i) the amount to be paid to such creditors in the event of a liquidation of the corporate debtor under section 53; or</p> <p>(ii) the amount that would have been paid to such creditors, if the amount to be distributed under the Resolution Plan had been distributed in accordance with the order of priority in sub-section (1) of section 53 whichever is higher, and provides for the payment of debts of financial creditors, who do not vote in favour of the Resolution Plan, in such manner as may be specified by the Board, which shall not be less than the amount to be paid to such creditors in accordance with sub-section (1) of section 53 in the event of a liquidation of the corporate debtor.</p>	<p>admitted towards the operational creditors. The Committee may consider and compare the amount with liquidation value.</p>
<p>Sec 30(2)(c)</p>	<p>provides for the management of the affairs of the Corporate Debtor after approval of the Resolution Plan;</p>	<p>The Corporate Debtor shall be managed by the following Directors:</p> <p>a. Mr. S. M. Kamal Pasha</p> <p>b. Mr. Syed Abdul Ahad</p>

Sec 30(2)(d)	implementation and supervision of the Resolution Plan;	The resolution applicant shall form monitoring committee which shall act as supervisor for the monitoring of the implementation of Resolution Plan for a period of 150 days.
Sec 30(2)(e)	does not contravene any of the provisions of the law for the time being in force	RA has not contravened any of the provisions of the law for the time being in force. However, RAs seeks waivers, reliefs and exemptions under all applicable laws to the Corporate Debtor.
Sec 30(4)	Committee of Creditors to consider feasibility and viability of the Resolution Plan submitted by the Resolution Plan	Future Projections are provided in the Resolution Plan. The Committee of Creditors may consider the feasibility and Viability of the Resolution Plan (RP).
Regulation 37 of IBBI (Insolvency Resolution Process for Corporate Persons) Regulations 2016		
Reg 37(a)	transfer of all or part of the assets of the corporate debtor to one or more persons;	The Resolution Applicant proposes for the takeover of the corporate debtor as a going concern. Hence, transfer of all or part of the assets of the corporate debtor does not arise.
Reg 37(b)	sale of all or part of the assets whether subject to any security interest or not;	NA

Reg 37(ca)	cancellation or delisting of any shares of the corporate debtor, if applicable;	Resolution Plan propose to cancel existing paid up equity share capital of CD.
Reg 37(d)	satisfaction or modification of any security interest;	No further security interest is created on any of the assets of CD.
Reg 37(e)	curing or waiving of any breach of the terms of any debt due from the corporate debtor;	NA
Reg 37(f)	reduction in the amount payable to the creditors;	<p>The Resolution Applicant has proposed to make 100% payment to Employees, 0.10% Operational Creditor, 42.97% to the secured Financial Creditors.</p> <p>Further, the resolution applicant has proposed NIL payment to the unsecured financial creditors who are related parties.</p>
Reg 37(g)	extension of a maturity date or a change in interest rate or other terms of a debt due from the corporate debtor;	Nil
Reg 37(h)	amendment of the constitutional documents of the corporate debtor;	None. However, the resolution applicants proposes for the cancellation of existing paid up capital of the corporate debtor
Reg 37(i)	issuance of securities of the corporate debtor, for cash, property, securities, or in exchange for claims or interests, or	No security shall be issued by CD to any of the stakeholders.

	other appropriate purpose;	
Reg 37(j)	change in portfolio of goods or services produced or rendered by the corporate debtor;	The Resolution Plan proposes for takeover of the Corporate Debtor as a going concern
Reg 37(k)	change in technology used by the corporate debtor; and	The Resolution Plan proposes for takeover of the Corporate Debtor as a going concern
Reg 37(l)	obtaining necessary approvals from the Central and State Governments and other authorities.	Resolution applicants shall make necessary applications for obtaining approvals from the statutory authorities if any including under SEZ Act and tripartite agreement with SEZ, sricity
Regulation 38 of IBBI (Insolvency Resolution Process for Corporate Persons) Regulations 2016		
Reg 38(1)	The amount due to the operational creditors under a Resolution Plan shall be given priority in payment over financial creditors.	Resolution Plan proposes for 0.10% upfront payment to the Operational Creditors
Reg 38(1A)	a statement as to how it has dealt with the interests of all stakeholders, including financial creditors and operational creditors, of the corporate debtor	Resolution Plan dealt with the interests of all stakeholders
Reg 38(2)(a)	the term of the plan and its implementation schedule;	150 days from the date of receipt of order of Hon'ble National Company Law Tribunal, Kochi Bench approving the Resolution Plan
Reg 38(2)(b)	the management and control of the business of	The management and control shall be with the

	the corporate debtor during its term;	Board of Directors comprising of Mr. Kamal Pasha and Mr. Syed Abdul Ahad.
Reg 38(2)(c)	adequate means for supervising its implementation	<p>The resolution applicant shall form monitoring committee which shall act as supervisor for monitoring of the implementation of Resolution Plan for a period of 150 days.</p> <p>The role and function of the implementation Committee shall be to monitor and oversee the implementation of the Resolution Plan is completed in all respects within the time frame as agreed in the Resolution Plan.</p>
Reg 38(3)(a)	Resolution Plan shall demonstrate that it addresses the cause of default	The Resolution Plan provides for revised business operation post-takeover of CD as going concern
Reg 38(3)(b)	Resolution Plan shall demonstrate that it is feasible and viable;	Committee of Creditors shall consider and decide the same
Reg 38(3)(c)	Resolution Plan shall demonstrate that it has provisions for its effective implementation;	Structure of plan and timeline for implementation of the same is provided
Reg 38(3)(d)	Resolution Plan shall demonstrate that – it has provisions for approvals required and the timeline for the same;	<p>Resolution Plan seeks for waivers, reliefs and exemptions under the various applicable laws to the CD in accordance of provisions of the Code.</p> <p>The RA hereby undertakes and shall be</p>

		responsible for obtaining necessary approval on or before 150 days from the date of receipt of the order approving the Resolution Plan by the Adjudicating Authority.
Reg 38(3)(e)	Resolution Plan shall demonstrate that the resolution applicant has the capability to implement the Resolution Plan	Resolution Applicants have sufficient experience in takeover of distressed and financially stressed companies to revive them
Regulation 39 of IBBI (Insolvency Resolution Process for Corporate Persons) Regulations 2016		
Reg 39 (1)(a)	an affidavit stating that it is eligible under section 29A to submit Resolution Plans;	Affidavit under this regulation has been provided
Reg 39 (1)(c)	an undertaking by the prospective resolution applicant that every information and records provided in connection with or in the Resolution Plan is true and correct and discovery of false information and record at any time will render the applicant ineligible to continue in the corporate insolvency resolution process, forfeit any refundable deposit, and attract penal action under the Code.	An undertaking under this Regulation has been provided

6. It is stated by the applicant/ RP that she has examined the documents furnished by the RA and other material placed on record and found that Resolution Applicant is eligible to submit the Resolution Plan for the reasons that:

6.1. RA met the minimum net worth criteria of a Rs. 10 Crore as on 31.03.2019 and as at 31.03.2020, A copy of the certificate of net worth issued by a Chartered Accountant is annexed along with the Resolution Plan vide page nos.143-146.

6.2. RA has filed an affidavit affirming that RA is eligible to submit the Resolution Plan under Section 29A of IBC and an undertaking as required under Regulation 39(1) (c) stating that every record and information in connection with or provided in the Resolution Plan are true and correct. A copy of the affidavit u/s. 29A and under Regulation 39 (1)(c) is attached along with the Resolution Plan vide page nos.87—123.

6.3. RA has also submitted BG for Rs.50,00,000/— as per the terms of EOI which is required to be given along with the Resolution Plan which is valid till 22.09.2021. RA has also submitted PG for Rs.80,99,246/- in compliance with the requirements.

7. The Resolution Professional further submitted that the COC has deliberated the plan in detail and found that the Resolution Plan meets the criteria as per the Code. The Resolution Plan proposes to pay an amount of Rs.6,04,84,464/— towards the settlement of dues of Creditors including the CIRP Cost in actuals upto Rs.80,00,000/— in full for expenses till 31.08.2021. Additionally, RA proposes to infuse Rs.1,50,00,000 (Rupees One Crore fifty lacs only) as working capital for the implementation of the Resolution Plan out of which Rs.25 lakhs, Rs.75 lakh, and the balance Rs.50 lakh will be paid within 30 days, 90 days and

150 days respectively on receipt of the order of this Tribunal. An additional Rs.50,00,000/— (Rupees fifty lakh) shall be brought in towards capital expenditure out of which Rs.25 lakh within 30 days and the balance Rs.25 lakh within 150 days from the date of receipt of the order of this Tribunal. RA proposes to introduce a total amount of Rs. 8,04,84,464/- Crore for acquiring the company and to make it feasible and viable. RA proposes to make a payment of Rs. 75,000/- per month towards the Monitoring and Implementation Committee for a period of 5 months, The Resolution Plan provides the timeline under Regulation 38(1) (2a) of the Code. The operational creditors are paid in priority over the payment to the financial creditor and hence the payment plan complies with Regulation 38(1)(a).

8. **Details of Resolution Plan/ Payment Schedule**

8.1 **Details of allocation to stakeholders (Financial Proposal):** The Resolution Plan includes a statement of how it has dealt with the interest of all the stakeholders including financial and operational creditors of the corporate debtor under Regulation 38(1) (1A). The Resolution Plan address all stakeholders, who filed claim before the RP and distribution has been made in the order of priority in line with Section 53(1) of the IBC.

The relevant information with regard to the amount claimed, amount admitted and the amount proposed to be paid by the Resolution Applicant, under the said Resolution Plan is as under:

Type of Stakeholder	Amount of debt in INR	Proposed repayment Amount in INR	Proposed repayment as % to the amount admitted
Secured Financial Creditor	11,67,10,586.00	5,14,43,555.00	44.08%
Operational Creditors	5,74,56,941.00	57,457.00	0.10%
Employees	4,98,988.00	4,98,988.00	100.00%
Unsecured Creditors who are related parties	7,71,45,342.00	0	0
Others	2,84,462.00	0	0
Statutory Authorities*	0	0	0
Others (Contingent) Sricity : 2,84,464.00 PF dues: 2,00,000.00 Roxcel:1,32,995.00		6,17,459	
Total Outstanding/Settlement Amount – (A)	25,50,96,319.00	5,26,17,459.00	-
Working Capital reserved	-	1,50,00,000.00	-
CIRP Cost	-	80,00,000.00	-
Capital expenditure	-	50,00,000.00	-
Total provisions made – (B)	-	2,80,00,000.00	-
TOTAL (A+B)	-	8,06,17,439.00	-

*As per the information shared by the Resolution Professional, the claim of Commercial Tax department of Rs. 1.94 Crore has been rejected. Hence, the same has not been considered for payment.

8.2 Proposal for Payment of CIRP Cost.: The Resolution Plan proposes to pay the CIRP cost at actuals upto an amount of Rs.80,00,000/- in full priority to any other creditors of the Corporate Debtor. The CIRP cost estimated by the Applicant till 31st August 2021 is Rs.93,39,000/-. RA undertakes to meet the actual CIRP cost upto an amount of Rs.80,00,000/- and the balance if any shall be adjusted from the amount payable to the secured Financial Creditor. The CIRP cost for Rs.998084/- was met out of internal accruals from sale of scrap and finished goods and this cost is not included in the CIRP cost agreed to be payable by the Resolution Applicant. Hence, It is submitted that the Resolution Plan complies with Section 30(2)(a) with respect to CIRP Cost.

8.3 Proposal for Payment to Financial Creditors:

i. **Secured Financial Creditor:** The amount claimed by the sole Financial Creditor, Bank of Baroda (Erstwhile VijayaBank) Rs. 11,67,10,586/— The Plan provides for payment of Rs.5,14,43,555/- which is 44.08% of the total admitted claim of the Secured Financial Creditor and payable as follows:

- 17.14% upfront amounting to Rs.2,00,00,000/— within 30 days of the receipt of the order of NCLT.
- 17.14% amounting to Rs.2,00,00,000/-(Rupees Two Crore only) within 90 days of the receipt of order of NCLT.

• 9.81% amounting to Rs.1,14,43,555/— (Rupees One crore, fourteen lakhs, forty-three thousand five hundred and fifty-five only) shall be paid within 150 days from the receipt of order of NCLT as full and final settlement.

It is submitted that there are no other Financial Creditor having voting rights, Regulation 38(1)(b) with respect to Creditors who did not vote in favour of the Plan is not applicable with respect to the Resolution Plan.

ii. **Unsecured Financial Creditor:** The total admitted claim of unsecured financial creditors is Rs.7,71,45,342/- who are related parties being the suspended directors of the Corporate Debtors. The Plan does not provide any payment to them. Unsecured Financial Creditors are related parties and they do not have the right to participate nor vote in the Committee.

8.4 Proposal for Payment to Workmen: As per Section 53(1)(b) of the Code, workmen dues for the period of twenty-four months preceding the liquidation commencement date rank equally with the dues of the secured financial creditors. As per Section 53(1)(c) of the Code, the employee's dues (other than workmen) for the period of twelve months preceding the liquidation commencement date will rank in the priority before any payment to Unsecured financial creditors.

The total admitted claim of workmen is Rs.4,98,988/— towards wages due and all are treated as workers considering that they were employed in the manufacturing unit and are not in supervisory or managerial capacity. The Resolution Plan proposes to make a payment of Rs. 4,98,988/- , which is 100% of the total admitted claim of the Workmen. It is submitted that the dues of

workmen were given more preference to that of the Secured Financial Creditors.

8.5 Proposal for Payment to Employees (Other than Workmen):

The total admitted claims of Employees is NIL.

8.6 Proposal for payment to Other Creditors: The claim from others received in Form F was for Rs.11,29,595 and the admitted Claim is Rs. 2,84,462/— towards arrears payable on maintenance fees of the leasehold land on which the factory is situated and the amount proposed by RA is 100% and the amount is Rs.2,84,464/.

8.7 Proposal for Payment to Operational Creditors: The total claim of Operational Creditors is Rs.33,36,97,289 and the admitted claim of Operational Creditors in the Plan is Rs.5,74,56,941.

The Resolution Plan provides for payment of 0.10% of total admitted claim for the Operational creditors, which is Rs.57457/-.

Out of the above Operational Creditors, Roxcel Trading GmbH who was the applicant claimed a sum of Rs.13,29,94,535/— and the admitted claim is Rs.91,05,993/-.

8.8 Proposal for Payment to Statutory Dues: (i) No Claims received from statutory authorities towards PF Dues. However, PF dues were paid till the month of May 2019 and the last bill as per the PF portal is Rs.19924/— All the workers and employees were discharged by the CD before commencement of CIRP and on the basis of the last payment made to the PF Department by the CD, PF dues being in the nature of social legislation, provision was made for payment of PF due to an extent of Rs.2,00,000/— including interest and other charges that may be levied by the PF Department.

Resolution Applicant proposes payment of Rs.2,00,000/- to the PF Department. (ii) Claim received from Commercial Taxes Department for Rs.1,94,78,106/- was rejected as there are no dues as per the audited accounts as on 31.03.2019 and also that the claim was received on 22.12.2020 and the rejection was duly communicated on 09.02.2021 by RPAD.

8.8(1) Proposal for Payment to Existing Shareholders / Promoters /

Promoter Group: As per the Plan, no payment shall be made to the existing promoters or their associated company/concerns/ related parties of the Corporate Debtor and no provision is made to the existing promoter.

8.9. Compliance of Payment to Operational and dissenting Financial Creditor

under Section 30(2) of IBC: The COC observed that Resolution Plan addresses the debts of creditors in a fair and equitable manner. The Resolution Plan is also in compliance with Section 30(2) of the IBC as it provides for payment of CIRP cost in priority to any other debts and provides for payment of debts of operational creditor as specified under the provisions of the IBC The average of fair value of the Corporate Debtor as per the reports of the registered valuers appointed by the Applicant is Rs.16,71,77,056 and Liquidation Value is Rs. 12,16,39,786/- The amount provided in the plan to the creditors are Rs. 6,04,84,464/—which is 49.72% the liquidation value of the Corporate Debtor. Even though EOI was issued 5 times due to the present economic condition on account of Covid—19 pandemic there were only few parties who evinced interest in the CD and out of all the offers, the Resolution Plan of the RA herein is the highest offer and hence with an intent to keep the Corporate Debtor as a going concern , the CoC approved the Resolution Plan.

Hence, the Resolution Plan complies with Section 30(2)(b).

9. Management and Control after approval of the Resolution Plan:

Under Clause I, the Resolution Plan Provides for management and control of the Corporate Debtor after approval of the Resolution Plan. Resolution Plan states that Resolution Applicant Mr. Syed Abdul Ahad along with Mr. S.M. Kamal Pasha shall be the Directors and shall hold 100.00% shareholding in the restructured share capital of Nui Pulp & Paper Industries Private Limited (NPP) under the New Management. After the Upfront Infusion, the Resolution Applicant shall be in control and management of affairs of Nui Pulp & Paper Industries Private Limited and the business of Nui Pulp & Paper Industries Private Limited shall be carried on by the new management. The members of the CoC may separately monitor the activities of the Company and the implementation of the Resolution Plan.

On successful payment of the Upfront payment as agreed in the Resolution Plan within 30 days of the Orders of NCLT the Board of Directors of Nui Pulp & Paper Industries Private Limited shall be reconstituted, wherein the existing directors shall resign, and the Resolution Applicant will appoint new directors to the Board of Directors of NPP.

The Resolution Plan provides for management and control after the approval and hence complies with Section 30(2)(c).

10. Implementation and Supervision of the Resolution Plan: The Resolution

Plan has its provision for management of the Corporate Debtor after approval of the plan and implementation and supervision of the Resolution Plan. In Clause I and XII (4) the Resolution Plan provides for appointment of a

Monitoring Committee immediately on approval of this plan by the NCLT. The Committee of Creditors shall constitute the Monitoring committee, which may comprise the Resolution Professional, one representative of the Resolution Applicant and one Representative from the Committee of Creditors which shall monitor the implementation of the plan after the Effective Date and until the entire claims are settled as proposed in the plan. It is estimated that Rs. 53,75,000/- shall be the fees payable to the Monitoring Committee towards payment of fees to RP. Further renovations and improvements required for the processing plant/lab shall be undertaken by a team constituted by RA.

11. Reliefs, exemptions, waivers and approvals sought by Resolution

Applicant:

11.1. The reliefs, exemptions, waivers and approvals sought by the successful Resolution Applicant from the Adjudicating Authority for implementation of the Resolution Plan are as under. The orders thereon are indicated against each.

Sl. No.	Waivers, Reliefs and Exemptions sought from NCLT	Orders thereon
1.	Companies Act, ROC/MCA	
(a)	The approval of this Plan by the NCLT shall be deemed to have waived all the applicable provisions of the Companies Act, 2013 for the extinguishment /cancellation of the existing share capital of the Corporate Debtor.	Approved as per law and applicable Regulations.
(b)	The NCLT shall direct that all the non-compliances under the Companies Act, 2013 if any shall be regularized and all penalties payable in relation to the non-compliances stand waived off.	This is for the concerned governmental authorities to consider, keeping in view the objects of IBC, 2016 and a fresh start of the Corporate Debtor. Further, Section 31 (4) of IBC, 2016 provides a one-year window from the date of approval of the Resolution Plan to obtain necessary approvals under law. The successful resolution applicant is expected to keep these timelines in mind.
(c)	In terms of the Code, approval of the shareholders of the Corporate Debtor to the transactions contemplated under the Plan shall be deemed to have been given on the approval of the Plan by the NCLT, including for the extinguishment/cancellation of the share capital of the Corporate Debtor.	Approved
(d)	The approval of this Plan by NCLT shall constitute adequate and final approval of NCLT for all actions and purposes of this plan including (a) extinguishment/ cancellation of the existing share capital of the Corporate Debtor (as may be agreed upon) in terms of Section 66 and other provisions of the Companies Act, 2013 and other Applicable Laws; and accordingly, no approval/consent shall be necessary from any other Person in relation to any of these actions including under any agreement, the constitution documents of the Corporate Debtor or any Applicable Laws.	Approved as per law and applicable Regulations.
(e)	The Regional Director, South-East Region and Registrar of Companies, Ernakulam, to take on record and implement the Plan, upon approval of the Plan by NCLT, without any further compliances;	All the necessary filings shall be carried out by the Corporate Debtor under the new management, by filing appropriate fee and forms with the RoC. However, any internal approvals such as shareholders meeting shall stand dispensed with.
2.	Taxes (Direct & Indirect) & Stamp Duty	

(a)	<p>The relevant tax authorities to consider providing relief from applicability of and payment of taxes under the provisions of all indirect tax laws which may arise as a result of implementation of the Plan either on the Resolution Applicant or the Corporate Debtor or any other Person who is likely to be impacted due to implementation of the Plan. Further, the relevant tax authorities to consider providing waivers/reliefs/exemptions from applicability of or payment of taxes, interest or penalty levied/ proposed to be levied pertaining to the period prior to the date of implementation of the Resolution Plan relating to and including central excise, goods and services taxes, customs, central sales tax and entry tax laws in respect of which proceedings if any pending against the Corporate Debtor or in respect to proceedings which may initiated in future under the indirect tax laws and the Goods and Services tax laws applicable to the Corporate Debtor.</p>	<p>The objective of the IBC is to resolve the insolvency of the corporate debtor and to enable the corporate debtor on a clean state. Therefore, while the reliefs sought in these clauses are for the appropriate Tax authorities to consider the same in accordance with the relevant law, they are requested to deal with the same keeping in mind the judgment of the Hon'ble Supreme Court in Ghanashyam Mishra and Sons Pvt Ltd v Edelweiss Asset Reconstruction Company Ltd 2021 SCC OnLine SC 313 decided on 13.04.2021., wherein the Hon'ble Supreme Court has held in paragraph 95 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 Govt, any State Govt 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 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 also held 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 prior to the date on which the Adjudicating Authority grants its approval under Section 31 could be continued.</p>
(b)	<p>The Central Board of Excise and Customs to consider the proposed Resolution Plan for takeover/acquisition of the Corporate Debtor by the Resolution Applicant as a going concern under the provisions of Central/State Goods and Service Tax Act, 2017 and exemption be allowed from payment of taxes on such takeover/acquisition.</p>	
(c)	<p>The Central Board of Excise and Customs to consider providing relief to the Corporate Debtor from all past litigations, if any, pending at different levels and provide waiver from tax dues including interest and penalty on such litigations.</p>	
(d)	<p>The NCLT to exempt from levying any type of Taxes and stamp duty, if any, arising on account of transactions consummated or actions undertaken pursuant to the approval of the Resolution Plan by the NCLT in accordance with the Code and not initiate any proceedings under the provisions of Income Tax Act, 1961 with respect to the transaction, since such taxes and duties, if required to be paid, shall effect the Plan viability.</p>	<p>It is the appropriate authorities to consider keeping in view of the object of IBC, 2016.</p>
(e)	<p>The Central Board of Direct Taxes shall: (A) consider the Corporate Debtor to give exemption to the Resolution Applicant from any</p>	<p>It is for CBDT and other appropriate Authorities to consider keeping in view of the object of IBC,2016.</p>

	non-compliance of the provisions of Section 2(1B) read with Section 72A and Section 47(vi) of the Income Tax Act, 1961 relating to takeover/acquisition of assets and carry forward of losses, and shall treat the proposed Resolution Plan has complied with the IT Act, and all the benefits / exemptions be extended to the Resolution Applicant and the Corporate Debtor ; and (B) post-takeover of the CD, provide relief to the Resolution Applicant, from all past litigations of the Corporate Debtor, if any, pending at different levels and provide a waiver from all disputed and undisputed Tax dues, Tax Deducted at Source(TDS)/Tax Collected at Source(TCS) including interest and penalty on such dues / litigations. Further, the Income Tax Authorities to consider providing waivers/ reliefs/ exemptions from applicability of or payment of taxes, interest or penalty levied/ proposed to be levied pertaining to the period prior to the date of implementation of the Resolution Plan relating to and including any proceedings pending against the Corporate Debtor or in respect to proceedings which may be initiated in future under the Income Tax Laws applicable to the Corporate Debtor.	
(f)	The GST Authorities to not void the transactions contemplated under this Plan (including any form of corporate restructuring) under Section 81 of the Central/State Goods and Service Tax Act, 2017 and not impose any successor liability on the Corporate Debtor and the Resolution Applicant.	Granted in line with the judgement of the Hon'ble Supreme Court in Ghanashyam Mishra and Sons Pvt Ltd vs Edelweiss Asset Reconstruction Company Limited 2021 SCC OnLine SC 313, decided on 13.04.2021.
(g)	The NCLT to allow the resolution applicant to enjoy and avail in future any tax benefits, deductions, exemptions as per the relevant provisions of the applicable laws which the Corporate Debtor was entitled to as on the date of implementation of the Resolution Plan, as per the relevant provisions of the Applicable Law.	Approved.
(h)	Relief from payment of stamp duty (including jurisdictional Sub-Registrar) for transfer of Land & Buildings and Plant & Machinery of the Corporate Debtor and applicable fees (including fees payable to the jurisdictional Registrar of Companies) for the successful implementation of the Plan by all relevant Government Authorities.	It is the Appropriate Authorities to consider keeping in view of the object of IBC, 2016.
3	Corporate Debtor Specific Laws	
	The approval of this Plan by the NCLT shall be deemed to have waived all the Non-compliances under any sector specific	Granted in line with the judgement of the Hon'ble Supreme Court in

	laws/statutes/Regulations that were applicable, to the Corporate Debtor before commencement of the CIRP	Ghanashyam Mishra and Sons Pvt Ltd vs Edelweiss Asset Reconstruction Company Limited (Supra).
4	Other Government Approvals	
(a)	All the compliances for takeover of management of the Corporate Debtor and business as a going concern basis and applicable provisions of The Special Economic Zones Act, 2005 in connection with such take over shall be deemed to be complied with. All the licenses and approvals provided under Special Economic Zones Act, 2005 shall be continued with the Corporate Debtor post takeover of business and management by the resolution applicants. Further the FC nor RP shall be responsible for approvals under this Clause if any.	Approved
(b)	All relevant Governmental Authorities to continue to make available the Business Permits to the Resolution Applicant till such transfer of Business Permits the business of the Corporate Debtor, be carried out by the Resolution Applicant like the Corporate Debtor subsequent to approval of Resolution Plan by the adjudicating authority under the provisions of Insolvency and Bankruptcy Code, 2016.	Approved
(c)	The Resolution Applicant assumes that it is probable that certain Business Permits of the Corporate Debtor have lapsed, expired, suspended, cancelled, revoked or terminated or the Corporate Debtor has Non-Compliances in relation thereto. Accordingly, all Governmental Authorities that have issued or granted or renewed such Business Permits to provide reasonable time period after the date of implementation of the Resolution Plan in order for the Resolution Applicant to assess the status of these Business Permits and ensure that the Corporate Debtor is compliant with the terms of such Business Permits and Applicable Law without initiating any investigations, actions or proceedings in relation to such Non-Compliances and to permit the Resolution Applicant to continue to operate the business of the Corporate Debtor as carried out prior to the CIRP Commencement Date.	Approved subject to relevant Rules of the concerned authorities. The Resolution Applicant can take up the matter with authorities concerned keeping in mind the object of IBC, 2016.
(d)	All Governmental Authorities to waive the Non-Compliances of the Corporate Debtor prior to the date of implementation of the Resolution Plan including without limiting to failure to obtain any approval from the Government Authorities with respect to change in control of the Corporate Debtor as per the terms of the Plan.	

(e)	All Governmental Authorities to grant any relief, concession or dispensation as may be required for implementation of the transactions contemplated under the Plan in accordance with its terms and conditions.	Approved
5	General Waivers, Reliefs & Exemptions	
(a)	All rights, titles and benefits including all entitlements relating to the movable and immovable properties of the Corporate Debtor shall be vested with the Resolution Applicant free of any title defects or Encumbrances. Further, security created in favour of the secured financial creditor shall continue to remain same until the repayment of whole settlement amount as proposed in the Resolution Plan. If any of the provisions of this Resolution Plan contradicts the statement as mentioned above, this clause shall supersede.	Approved.
(b)	All liabilities (whether contingent or crystallized) in relation to any corporate guarantees, indemnities and all other forms of credit support provided by the Corporate Debtor prior to the date of implementation of the Resolution Plan shall stand extinguished.	Approved
(c)	Neither the Resolution Applicant, nor any of its Affiliates, will be disqualified from or considered ineligible under the Code for proposing and / or implementing a plan in relation to the insolvency resolution of any Person, merely on account of the implementation of this Plan by the Resolution Applicant.	Approved

(d)	<p>All pending or threatened legal, regulatory, administrative or tax proceedings in respect of the affairs of the Corporate Debtor, all inquiries, investigations, notices, causes of action, whether already arisen or expected to arise in relation to the Claims against the Corporate Debtor (and including without limitation to civil, criminal, exchange control laws, securities laws, any anti-corruption laws applicable to the Corporate Debtor and Tax related Claims) in relation to any period prior to the date of implementation of the Resolution Plan shall stand irrevocably extinguished and all liabilities or obligations in relation thereto shall be settled at NIL value.</p>	<p>All monetary penalties: Granted in line with the judgment of the Hon'ble Supreme Court in Ghanashyam Mishra and Sons Pvt Ltd vs Edelweiss Asset Reconstruction Company Limited 2021 SCC OnLine SC 313, decided on 13.04.2021. Paras 86, 87, 91, 94, 95 of the judgment refer.</p> <p>Criminal proceedings: Granted in line with the judgment of the Hon'ble Supreme Court in Lalit Kumar Jain v Union of India & others (2021) 9 SCC 321 : 2021 SCC OnLine SC 396.</p> <p>Tax reassessments: Granted in terms of the judgment of the Hon'ble High Court of Bombay in Murli Industries Limited v. Assistant Commissioner of Income Tax and Others 2021 SCC Online Bom 6187 dated 23 December 2021.</p>
(e)	<p>All powers of attorney or authorities executed by the erstwhile Board of the Corporate Debtor on or prior to the date of implementation of the Resolution Plan shall stand revoked, cancelled and shall be void.</p>	<p>Approved</p>
Sl. No.	Extinguishment of Claims	

1.	<p>Apart from the persons receiving settlements above in the Resolution Plan, no other payments or settlements (of any kind) shall be made to any other person in respect of any claims filed under the CIRP and all claims (including, for the avoidance of doubt, any unverified portion of their claims) against the Corporate Debtor along with those arising out of any legal proceedings, including criminal proceedings, shall stand irrevocably and unconditionally settled as stated in the Resolution Plan or at NIL value and all such claims shall stand extinguished in perpetuity on and with effect from the date of implementation of the Resolution Plan.</p>	<p>In Ghanashyam Mishra & Sons Pvt Ltd v. Edelweiss Asset Reconstruction Company Ltd, the Hon'ble Supreme Court held in para 95(i) that once a Resolution Plan is approved, a creditor cannot initiate proceedings for recovery of claims which are not part of the Resolution Plan. The provisions of section 32A of the IBC will also apply. Therefore, the reliefs sought for are granted, in terms of the judgment of the Hon'ble Supreme Court in so far as extinguishment of liabilities that are not part of the resolution plan.</p>
2.	<p>All claims or demands made by, or liabilities or obligations owned or payable to or assessed by, any Person, including any Governmental Authorities, any regulatory or local authority or body or any agency or instrumentality thereof, in relation to any dues, direct or indirect taxes, duties (including stamp duties), penalties, fees, interest, fines, indemnity payments, liquidated damages, levies, cesses, assessments or additions or any other charges or payments whatsoever and any liabilities in relation to any consent, permission, privilege, entitlement, exemption, benefit, license or approval granted to the Corporate Debtor or in relation to the Corporate Debtor, whether or not, such consent, permission, privilege, entitlement, exemption, benefits, license or approval is subsisting, lapsed or expired, whether admitted or not, due or contingent asserted or unasserted, crystallised or uncrystallised, known or unknown, secured or unsecured, disputed or undisputed, present or future, whether or not set out in the Information Memorandum, in relation to any period prior to the Approval Date, will be written off in full and will be deemed to be permanently extinguished and discharged on and with effect from the Approval Date of this Resolution Plan.</p>	

3.	<p>All proceedings, investigations, inquiries, etc made, commenced or initiated by any Person against the Corporate Debtor in relation to the period prior to the date of implementation of the Resolution Plan shall irrevocably and unconditionally stand abated, withdrawn, settled and/or extinguished, and the Resolution Applicant shall have no liability in this regard from the date of approval of Resolution Plan by the adjudicating authority.</p>	<p>In Ghanashyam Mishra & Sons Pvt Ltd v. Edelweiss Asset Reconstruction Company Ltd, the Hon'ble Supreme Court held in para 95(i) that once a Resolution Plan is approved, a creditor cannot initiate proceedings for recovery of claims which are not part of the Resolution Plan. The provisions of section 32A of the IBC will also apply. Therefore, the reliefs sought for are granted, in terms of the judgment of the Hon'ble Supreme Court in so far as extinguishment of liabilities that are not part of the resolution plan.</p>
4.	<p>All Claims that may be made against the Corporate Debtor in relation to any payments required to be made by the Corporate Debtor under any Applicable Law, or in relation to any breach, contravention or non-compliance of any Applicable Law (whether or not such Claim was notified to or claimed against the Corporate Debtor at such time, and whether or not such Governmental Authority was aware of such Claim at such time), shall immediately, irrevocably and unconditionally stand abated, settled and extinguished, on and from the date of implementation of the Resolution Plan and no Governmental Authority shall have any further rights or claims against the Resolution Applicant, in respect of the period prior to the date of implementation of the Resolution Plan and / or in respect of the amounts written off.</p>	<p>Granted in line with the judgement of the Hon'ble Supreme Court in Ghanashyam Mishra and Sons Pvt Ltd vs Edelweiss Asset Reconstruction Company Limited (Supra).</p>

5.	<p>On and with effect from the date of implementation of the Resolution Plan, the guarantors, indemnity providers and like persons that have provided guarantees, indemnities, co-borrowing or like arrangements for and on behalf of the Corporate Debtor, including in order to secure the Debt availed of by the Corporate Debtor, shall not be entitled to exercise or enforce any subrogation rights (or similar rights) in respect of such arrangements, even where such rights have already been exercised.</p>	<p>Granted, except in the case of personal guarantees, which will be in terms of the judgment of the Hon'ble Supreme Court in Lalit Kumar Jain v Union of India & others, 20 the Hon'ble Supreme Court held in para 133 that 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. The provisions of section 32A of the IBC will also apply. There is, therefore no question of extinguishment of personal guarantees by virtue only of the Resolution Plan. However, it is left to the individual secured Financial Creditors.</p>
6.	<p>The Resolution Applicant shall not be liable for any actions or omissions of the Resolution Professional which are not in compliance with Applicable Law.</p>	<p>This cannot be granted.</p>

7.	<p>The Resolution Professional issued a notice inviting all potential claimants to submit their proofs of Claim. This was published in newspapers in accordance with Applicable Law. Pursuant to this notice the Resolution Professional has also received letters from persons whose claims were not yet crystallised as of the Insolvency Commencement Date. The Plan is being proposed in order to restructure the assets and liabilities of the Corporate Debtor and for the best interests of stakeholders of the Corporate Debtor to the extent possible. With this objective, the Resolution Applicant assumes that all Persons that have any Claims against the Corporate Debtor have filed their Claims and the verifiable Claims have been admitted by the Resolution Professional and disclosed in the Information Memorandum. Accordingly, the Resolution Applicant and the Corporate Debtor shall have no responsibility or liability in respect of any Claims against the Corporate Debtor attributable to the period prior to the date of implementation of the Resolution Plan other than any payments to be made under this Resolution Plan and all Claims along with any related legal proceedings, including criminal proceedings, shall stand irrevocably and unconditionally abated, settled and extinguished in perpetuity.</p>	<p>Granted in line with the judgment of the Hon'ble Supreme Court in Ghanashyam Mishra and Sons Pvt Ltd vs Edelweiss Asset Reconstruction Company Limited 2021 SCC OnLine SC 313 decided on 13.04.2021.</p>
8.	<p>As of the date of implementation of the Resolution Plan, any Debt owed by the Corporate Debtor, which is barred by limitation under Applicable Law, shall immediately, irrevocably, and unconditionally stand extinguished, waived, and withdrawn on and from the date of implementation of the Resolution Plan, and no person shall have any further rights or claims against the Corporate Debtor and Resolution Applicant in this regard.</p>	<p>Granted</p>

9..	<p>Any and all rights and entitlements of any Governmental Authorities, any regulatory or local authority or body or any agency or instrumentality thereof, or any other party or entity (under any agreement lease, license, approval, consent, privilege, or permission), whether admitted or not, due or contingent, asserted or unasserted, crystallized or uncrystallized, known or unknown, secured or unsecured, disputed or undisputed, present or future, whether or not set out in the Information Memorandum, in relation to any period prior to the Approval Date pursuant to this Resolution Plan, shall be deemed to be permanently extinguished and discharged on and with effect from the Approval Date.</p>	<p>Granted in line with the judgment of the Hon'ble Supreme Court in Ghanashyam Mishra and Sons Pvt Ltd vs Edelweiss Asset Reconstruction Company Limited 2021 SCC OnLine SC 313 decided on 13.04.2021.</p>
10.	<p>On and with effect from the date of implementation of the Resolution Plan, the rights of any Person (whether exercisable now or in the future and whether contingent or not) to sell or transfer of share capital of the Corporate Debtor shall stand unconditionally and irrevocably extinguished.</p>	<p>Approved</p>
11.	<p>The payment to persons contemplated in this Resolution Plan shall be the Corporate Debtor's and Resolution Applicant's full and final performance and satisfaction of all its obligations to such Persons and all Claims (including, for the avoidance of doubt, any unverified portion of their Claims) of such Persons against the Corporate Debtor shall stand irrevocably and unconditionally settled and extinguished in perpetuity upon such discharge.</p>	<p>Approved</p>

12.	<p>On and with effect from the date of implementation of the Resolution Plan, all the outstanding negotiable instruments, if any, issued by the Corporate Debtor or by any Person on behalf of the Corporate Debtor including demand promissory notes, post-dated cheques and letters of credit, shall stand terminated and the Corporate Debtor's liability under such instruments shall stand extinguished.</p>	<p>Granted, except in the case of personal guarantees, which will be in terms of the judgment of the Hon'ble Supreme Court in Lalit Kumar Jain v Union of India & others, 20 the Hon'ble Supreme Court held in para 133 that 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. The provisions of section 32A of the IBC will also apply. There is, therefore no question of extinguishment of personal guarantees by virtue only of the Resolution Plan. However, it is left to the individual secured Financial Creditors.</p>
13.	<p>All liabilities (whether contingent or crystallized) in relation to any corporate guarantees, indemnities and all other forms of credit support (including those availed by the Corporate Debtor on a co-borrower arrangement, along with, any third party provided by the Corporate Debtor prior to the Approval Date, and all contingent liabilities disclosed in the annual audited financial statements of the Corporate Debtor and liabilities which are not in notice of Corporate Debtor or not acknowledged by the Corporate Debtor, shall stand extinguished and discharged on and with effect from the Resolution Plan Approval Date, at a NIL value.</p>	

14.	Upon the approval of the Plan by the NCLT under Section 31 of the Code, all pending proceedings relating to the Corporate Debtor shall stand irrevocably and unconditionally abated in perpetuity, and all violation or breach of any agreement of the Corporate Debtor shall stand condoned or waived, and such agreements shall be treated as if no violation or breach has ever been committed.	Granted.
15.	On and with effect from the date of approval for the Resolution Plan by the Hon'ble NCLT, all paid-up Equity Shares of the Corporate Debtor, shall stand extinguished.	Granted.

12. Analysis

12.1 On hearing the submissions made by the Resolution Professional, and perusing the record, we find that the Resolution Plan has been approved with 100% voting share.

12.2 According to RP, the Resolution Plan meets the requirement of being viable and feasible for revival of the Corporate Debtor. By and large, all the compliances have been done by the RP and the Resolution Applicant for making the plan effective after approval by this Bench.

13. Orders

13.1 On perusal of the documents on record, we are satisfied that the Resolution Plan is in accordance with Sections 30 and 31 of the IBC and complies with Regulations 38 and 39 of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016.

13.2. 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 Code.

13.3. In case of non-compliance of this order or withdrawal of Resolution Plan, the payments already made by the Resolution Applicant shall be liable for forfeiture, in addition to any other action that may be deemed necessary under the Code.

13.4. Subject to the observations made in this Order, the Resolution Plan dated 25th March 2021, is hereby **APPROVED** by this Bench. The Resolution Plan shall form part of this Order. The Resolution Plan thus approved shall be binding on the Corporate Debtor and other stakeholders involved so that revival of the Debtor Company shall come into force with immediate effect.

13.5. The Moratorium imposed under Section 14 of the Code shall cease to have effect from the date of this order.

13.6. The Resolution Professional shall submit copies of the records collected during the commencement of the proceedings to the Insolvency & Bankruptcy Board of India for their record and also return to the Resolution Applicant and its New Promoters.

13.7. Certified copy of this Order be issued on demand to the concerned parties, upon due compliance.

13.8. Liberty is hereby granted for moving any application if required in connection with implementation of this Resolution Plan.

13.9. A copy of this Order along with the Resolution Plan shall be submitted by the Resolution Professional to the Registrar of Companies, Kerala.

13.10. The Resolution Professional shall stand discharged from her duties with effect from the date of this Order.

13.11. The Resolution Professional is further directed to hand over all records, and premises to the Resolution Applicant to finalize the further line of action required for starting the operation of the Corporate Debtor. The Resolution Applicant shall have access to all the records and premises of the Corporate Debtor through the Resolution Professional to finalise the further line of action required for starting of the operation of the Corporate Debtor.

13.12. IA (IBC) No.154/KOB/2021 in TIBA No.25/KOB/2019 stands disposed of accordingly.

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

Dated this the 5th day of May, 2022

Sd/-
(Anil Kumar. B)
Member (Technical)

Sd/-
(Ashok Kumar Borah)
Member (Judicial)

CV