

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

**IA(IBC)/431/KOB/2022**

**IN**

**IBA/11/KOB/2020**

*(Under Section 60(5) of IBC, 2016 read with Rule 11 of NCLT Rules, 2016)*

**In the matter of:**

MIR REALTORS PVT LTD;

**MEMO OF PARTIES:**

SAMSON T GEORGE, P.O Box No 9330, Ahamadi Kuwait, Having permanent residence at Thanninilkunnathil House, Pariyaram. Elanthoor PO, Pathanamthitta-689643 Represented by Power of Attorney Holder Alex Joseph. No. 7, Jorbagh, New Delhi-110003;

**... Applicant**

**-Versus-**

Mr. P.T. JOY, Resolution Professional of MIR REALTORS PVT LTD, having Registration No. IBBI/IPA-001/IP-P-02239/202 1 —2022/13601, residing at 34/3060, First Floor, JB Plaza, Edappally-Thripunithura Road, Near NSS Hostel, Padivattom, Edappally P.O., Oberon Mall Junction, Emakulam, Kerala 682 024;

**... Respondent**

***Coram:***

Shri P. Mohan Raj : Member (Judicial)

Shri Satya Ranjan Prasad : Member (Technical)

***Appearances (through video conferencing)***

For Applicant : Mr. Akhil Suresh, Advocate

For Respondent : Mr. P T Joy (RP in Person)

**Order reserved on: 14.12.2022**

**Order pronounced on:25.01.2023**

**ORDER**

1. This Application has been filed under Section 60(5) of the Insolvency and Bankruptcy Code, 2016, read with Rule 11 of the National Company Law Tribunal Rules, 2016, by the power of attorney holder of one Mr. Samson T George who is the landowner cum allottee of a construction project of MIR Realtors Pvt Ltd, the Corporate Debtor, against the Resolution Professional (hereinafter referred to as 'RP) seeking following relief:
  - i. To direct the Respondent to furnish details of all the Form-C submission of claims as received along with enclosures in connection with Jade-I, Emerald Park and Villas which are included in MIR Green Metropolis.*
  - ii. To direct the Respondent to furnish copies of sale deeds and agreement for sale which were furnished along with Form-C from the financial creditors.*
2. The applicant herein states that he is the owner of 3.6 Acre of land in Kakkanad Vilage, Kanayannur Taluk, Thrikkakara where CD had made constructed apartments and villas in project name of 'MIR Green Metropolis' (hereinafter referred to as the 'Project'). The arrangement of applicant with CD was such that applicant along with 3 others would provide land to the CD where CD would carry out the project and construct 271 apartments out of which the applicant would receive 132 apartments including 132 parking lots and the CD would keep 105 apartments as consideration for carrying out the project. No agreement of joint venture or a partnership existed between the parties and only consideration was apartments in lieu of completion of project. The applicant has produced an affidavit signed by the Managing director of the CD stating that the land owner's responsibility in the project is limited to providing land for development in project and that all other responsibilities for completion of project lies with the managing director personally. The applicant contends that by virtue of this affidavit the construction activity comes within nature of a

works contract. Applicant states that the land owners have registered 105 units under the project as of date and that till date no transfer of land in name of CD has been made.

3. The applicant submitted that on his discussion with the RP, he has learnt that the CD had entered into agreements for sale of apartment units and villas under the project and of 271 apartments in the project, 66 claims have been received by the RP and that rest of the apartments have been already registered and sold. The applicant contend that he has only knowledge of sale of 105 units and the sale of remaining apartments are illegal. The applicant states that the sale deeds of units by CD is fraudulent and possess forged signatures of the applicant against which criminal cases have been filed against the CD. The applicant state that he is constrained by lack of information as to sale of units under the project by CD and requested RP to give list of claimants in Form C to the project in CIRP which the RP has rejected. The applicant further state that the land of the applicant is not included as part of asset memorandum of the CD by the RP. The applicant has also filed his claim before RP in Form C dated 11.10.2022.
4. On respondent side, it was orally submitted that RP is acting in a fiduciary capacity in CIRP and is not bound to share list of claimants in Form C as it is not a public document. He relies on an earlier judgement passed by this Tribunal in IA(IBC)/39(KOB)/2022 and IA(IBC)/51(KOB)/2022 in IBA/11/KOB/2020 wherein it was held that under the IBC, 2016 there exist no provision under which claimants be allowed to scrutinize the claims of other claimants, and the RP is just duty bound to verify and collate claims and accordingly address the grievances of claimants.
5. Heard submissions The reliefs sought by the applicant who is also a claimant to the CD is not permissible under the extant provisions of IBC. The applicant cannot claim information of third parties submitted with R.P, while the matter is under scrutiny, further in respect of second Prayer sale deeds are available in

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public domain, he very well obtain copies of these documents from Registration department. The RP is an officer of the Tribunal acting in fiduciary capacity and his role binds him to scrutinize the claims and admit or reject it. As far as this matter is concerned, the RP has carried out all his duties well within his official capacity. Hence, there arises no necessity to allow the application so as to share the information not part of public records to the applicant.

6. The application is therefore, **dismissed**.
7. The Registry is hereby directed to send e-mail copies of the order forthwith to all the parties and their counsel for information and for taking necessary steps.
8. Let the certified copy of the order be issued upon compliance with requisite formalities.
9. File be consigned to records.

SATYARANJAN PRASAD Digitally signed by SATYARANJAN PRASAD  
Date: 2023.01.25 12:38:23 +05'30'

**Satya Ranjan Prasad**  
**Member (Technical)**

PANDIAN MOHAN Digitally signed by PANDIAN  
MOHAN RAJ  
Date: 2023.01.25 13:40:59 +05'30'  
RAJ

**P. Mohan Raj**  
**Member (Judicial)**

Signed on this 25<sup>th</sup> day of January, 2023.

Supriya P\_S.