



IN THE NATIONAL COMPANY LAW TRIBUNAL
NEW DELHI, SPECIAL BENCH (COURT-II)

I.A. No. 16/2024

IN

C.P.(IB) – 1048/ND/2019

IN THE MATTER OF:

Worldwide Metals Private Limited

**... Petitioner/
Financial Creditor**

Versus

J.P. Engineers Private Limited

**... Respondent/
Corporate Debtor**

AND IN THE MATTER OF IA. NO. 16/2024:

Vivek Raheja

Resolution Professional,
J.P. Engineers Private Limited,
JD-2C, 2nd Floor, Pitampura
New Delhi - 110034

... Applicant/RP

Versus

Jatinder Pal Singh Hanjra,

Through AR – Mr. Ajay Nagpal,
A-104, Shivalik, Near Sumita Hospital,
Sector-35, Gautam Buddha Nagar,
Uttar Pradesh – 201301

... Proforma Respondent No. 1

Union Bank of India Limited,

Through Mr. Prashant Kumar Sahoo,
Dy. General Manager SAMV Delhi Branch,
M-93, Connaught Place,
New Delhi – 110001 201301

... Proforma Respondent No. 2

Axis Bank Limited,

Through Mr. Raj Kumar,
Senior Manager 6-3-879/B, 1st Floor,
G. Pullareddy Building, Greenlands Begumpet,
Hyderabad – 500016

... Proforma Respondent No. 3



ICICI Bank Limited,
Through Mr. Balram Kumar,
Manager, NBCC Place,
Bhishm Pitamah Marg, Pragati Vihar,
New Delhi – 110 003

... **Proforma Respondent No. 4**

Yes Bank Limited,
5A/15, Tilak Nagar,
Near Subhash Nagar Metro Station,
New Delhi – 110018

... **Proforma Respondent No. 5**

Mohinder Jain,
Director (power suspended),
J.P. Engineers Private Limited,
K-4/20, K4 Block, Model Town – II,
New Delhi – 110009

... **Proforma Respondent No. 6**

Adiish Jain,
Director (power suspended),
J.P. Engineers Private Limited,
K-4/20, K4 Block, Model Town – II
New Delhi – 110009

... **Proforma Respondent No. 7**

UNDER SECTION: 30(6) r/w 31 of IBC, 2016

Order delivered on: 18.03.2025

CORAM:

SH. ASHOK KUMAR BHARDWAJ, HON'BLE MEMBER (J)
SH. ANIL RAJ CHELLAN, HON'BLE MEMBER (T)

PRESENT:

For the RP : Adv. K.D. Sharma
For the SRA : Sr. Adv. Vaibhav Gaggar, Adv. Aditya
Shukla, Adv. Kanishka Pandey

ORDER

I.A. No. 16/2024: The present application has been preferred Mr. Vivek Raheja, Resolution Professional qua J.P. Engineers Private Limited (hereinafter, referred to as the '**Applicant/RP**') under Section 30(6) of IBC, 2016, seeking the following reliefs:

- A. *“Allow the present Interlocutory Application.*
- B. *Pass an order under Section 30(1) of the Code for approval of the Resolution Plan, submitted by Mr. Jatinder Pal Singh Hanjra 23rd August 2023, that is fully complying with the requirements of Section 30(2) of the Code and regulations made thereunder and that was approved (via voting by electronic means) by the CoC on 16th March 2024 in accordance with provisions of Section 30(4) of the Code.*
- C. *Allow the reliefs and concessions as prayed for by the Resolution Applicant in Chapter VII on page nos. 46 to 54 of the Resolution Plan.*
- D. *Pass such other order(s) it may deem fit and proper in special/peculiar circumstances of the instant case.”*

2. Stating succinctly, the CP(IB) No. 1048/ND/2019 was filed by Worldwide Metals Private Limited (hereinafter, referred to as the “**Operational Creditor**”) seeking initiation of CIRP qua J.P. Engineers Private Limited (hereinafter, referred to as the “**Corporate Debtor**”) in terms of the provision of Section 9 of IBC, 2016. The Corporate Debtor was admitted to CIRP in terms of order dated 26.02.2020 passed by this Tribunal and Mr. Sumit Bansal was appointed as IRP. The Corporate Debtor is currently represented through Mr. Vivek Raheja, i.e. the Applicant herein,



who was appointed as RP in the 4th CoC meeting and the appointment was confirmed by this Adjudicating Authority in terms of order dated 27.01.2021.

3. As per the provisions of Section 15 of the Code r/w Regulation 6(1) of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, the IRP issued a Public Announcement in Form-A on 29.02.2020.

4. Subsequently, on receipt of claims in response to aforementioned Public Announcement, the Committee of Creditors (CoC) was constituted in terms of Section 21 of the Code. The details of the members of the CoC, their respective admitted claims along with voting share, as given in the application, reads thus: -

Sr. No.	Name of FC	Admitted claim (₹)	Voting Share (%)
SECURED FC:			
1.	Union Bank of India Limited [erstwhile Andhra Bank Limited – amalgamated in 2019].	134,66,90,520.00 [Admitted in full]	84.90
UNSECURED FCs:			
2.	Axis Bank Limited	10,27,15,063.00 [Admitted in full]	6.48
3.	ICICI Bank Limited	9,79,96,977.00 [Admitted in full]	6.18
4.	Yes Bank Limited	3,87,42,819.00 [Admitted in full]	2.44
5.	HDFC Bank Limited	NIL [Please see the 'Note' below]	-
TOTAL FINANCIAL DEBT			100



5. The Applicant/ RP has got the assets of the Corporate Debtor valued in terms of Regulation 27 of the CIRP Regulations, 2016 by the two Registered Valuers, namely “Crest Valuation” and “G. Tech”. A copy of all valuation reports undertaken by the aforementioned registered valuers has been enclosed as Annexure No. A15 of the application. The summary of the valuation as provided at page 246 of the application reads thus: -

Valuation Summary - J.P. Engineers Private Limited

Asset Type	Crest Valuation		G.Tech		Average Value	
	Fair Value	Liquidation Value	Fair Value	Liquidation Value	Fair Value	Liquidation Value
Land & Building						
Land & Building - Ghaziabad						
Land	14,74,91,270.00	11,79,93,016.00	14,10,41,824.00	11,28,33,459.00	14,42,66,547.00	11,54,13,237.50
Total	14,74,91,270.00	11,79,93,016.00	14,10,41,824.00	11,28,33,459.00	14,42,66,547.00	11,54,13,237.50
Land & Building - Faridabad						
Land	6,11,11,000.00	4,88,88,800.00	5,13,33,240.00	4,27,77,700.00	5,62,22,120.00	4,58,33,250.00
Building	53,55,895.00	37,49,127.00	65,34,905.00	57,75,170.00	59,45,400.00	47,62,148.50
Total	6,64,66,895.00	5,26,37,927.00	5,78,68,145.00	4,85,52,870.00	6,21,67,520.00	5,05,95,398.50
Total of Land & Building Value	21,39,58,165.00	17,06,30,943.00	19,89,09,969.00	16,13,86,329.00	20,64,34,067.00	16,60,08,636.00
Plant & Machinery						
Plant & Machinery (Faridabad Site) -Furniture & Fixtures	21,816.00	17,453.00	20,840.00	16,672.00	21,328.00	17,062.50
Corporate Office - office equipments	17,415.00	15,480.00	23,800.00	19,040.00	20,607.50	17,260.00
Vehicles (BMW & Scooter)*	-	-	29,54,997.00	20,68,498.00	NA	NA
Total	39,231.00	32,933.00	29,99,637.00	21,04,210.00	41,935.50	34,322.50
Security and Financial Assets						
Long term Loans & Advances	25,676.00	18,340.00	42,680.00	42,680.00	34,178.00	30,510.00
Trade Receivables	1,18,55,864.00	76,80,847.00	1,23,06,157.00	45,68,138.00	1,20,81,010.50	61,24,492.50
Cash & Cash Equilient	5,44,408.00	5,44,408.00	5,44,408.00	5,44,408.00	5,44,408.00	5,44,408.00
Short term Loans & Advances	30,23,429.00	-	-	-	NA	NA
Total	1,54,49,377.00	82,43,595.00	1,28,93,245.00	51,55,226.00	1,26,59,596.50	66,99,410.50
Total Value of CD	22,94,46,773.00	17,89,07,471.00	21,48,02,851.00	16,86,45,765.00	21,91,35,599.00	17,27,42,369.00

**Mercedes was by the SBD on 10.02.2020 (prior to the initiation of CIRP) and other two vehicles, BMW & Scooter is not in the possession of the RP therefore one of the valuers has not taken consider these vehicles for their valuation whereas other valuers included it with the disclaimer.

6. The Applicant/ RP has submitted in the application that the Form G was published on 06.11.2021 in two newspapers, namely Financial Express (English) and Jansatta (Vernacular), for inviting Expression of Interest (EoI) in terms of Regulation 36A of CIRP Regulations, 2016, and pursuant to such publication, three resolution plans were received from the prospective resolution applicants, viz. Mr. Pankaj Sarogi and Ms. Ranjana Sarogi (in consortium), Mr. Anuj Goyal, and Mr. Vicky Gupta. It is further submitted that in the 20th meeting of the CoC, the Committee of Creditors in its



commercial wisdom had rejected all the three resolution plans received from aforesaid PRAs.

7. It is further submitted in the application that after rejection of the aforementioned resolution plans, the Committee of Creditors in its 21st meeting had resolved to liquidate the CD and consequently, the Applicant/ RP had preferred an application I.A. 3199/2022 for liquidation of the Corporate Debtor, before this Adjudicating Authority. However, in the 25th meeting of the CoC, it was resolved that the application for liquidation be withdrawn.

8. The Applicant/ RP has submitted that an application viz. IA-228/2023 was filed by one, Mr. Jatindra P. Hanjra, before this Adjudicating Authority, with the prayer to allow him to submit a resolution plan qua the CIRP of the Corporate Debtor. It is further submitted that the aforementioned I.A. was allowed in terms of order dated 16.01.2023, which reads thus: -

“[...] The prayer in the IA- 228/2023 is for permission to place the proposal before the CoC. We are conscious that that the object of the IBC, 2016 is to rescue the CD in distress. Thus, the plea put forth by the Applicant in the IA deserve to be accepted.

In the wake, the IA is allowed and the RP is directed to place the proposal put forth by the Applicant in IA-228/2023 before the CoC for its consideration within one week.”

9. It is stated in the captioned application that the 23rd meeting and 24th meeting of the CoC was held on 12.05.2023 and 09.06.2023 respectively wherein the aforesaid resolution plan submitted by Mr. Jatinder Pal Singh



Hanjra was deliberated over. It is further stated that in the 23rd meeting of the CoC, it was resolved that an extension of the CIRP period be sought from this Adjudicating Authority to pursue the aforementioned resolution plan. Consequently, IA- 3016/2023 was filed by the Applicant/ RP with the prayer to extend the CIRP period by 60 days. This Adjudicating Authority allowed IA- 3016/2023 in terms of order dated 30.11.2023 with a direction that fresh Form – G be issued by the RP. Relevant excerpt of the order reads thus: -

“Given the stand taken by Mr. Sumesh Dhawan Ld. Counsel for the RP and the RP present in person, and in due regard/deference to the order dated 25.04.2023 passed by Hon’ble NCLAT (ibid), the period of CIRP is extended by 60 days, to enable the RP to invite a fresh expression of interest (EOI) through wider publication of Form-G and complete the process within the extended period. It is, however, made clear that Mr. Jatinder pal Singh Hanjra would be at liberty to participate in the fresh EOI process along with others, if any.”

It is made clear that since the application was admitted nearly 800 days ago, no further request for extension of the CIRP would be entertained and in the event of non-culmination of the process within the extended period, an appropriate order in accordance with law would be passed.”

10. The Applicant/ RP has further submitted that Mr. Jatinder Pal Singh Hanjra, being aggrieved by the aforementioned order dated 30.11.2023, filed an appeal before the Hon’ble NCLAT bearing Company Appeal (AT) (Ins) No. 1611 of 2023. As submitted in the application, the question of law raised before the Hon’ble NCLAT was whether the Adjudicating Authority was



justified in passing the impugned order directing fresh issue of Form G in the facts of the present case when the CoC had already decided against this course of action. Said company appeal was partly allowed by the Hon'ble NCLAT in terms of judgment dated 16.02.2024 which reads thus: -

“19. Given the facts and circumstances of the present case as narrated above, we find that despite lapse of four years, no resolution had fructified so far. In spite of issue of Form G on five occasions, no viable resolution plans had cropped up compelling the CoC to recommend liquidation of the Corporate Debtor. However, on an application filed by the Appellant seeking consideration of their Resolution Plan, the Adjudicating Authority taking note that the object of the IBC is to rescue the Corporate Debtor in distress allowed the consideration of the Resolution Plan of the Appellant on 16.01.2023. The subsequent decision of the Adjudicating Authority on 08.02.2023 to recall its order of 16.01.2023 was set aside by this Tribunal. This Tribunal on 25.04.2023 taking note of the fact that Resolution Plan of the Appellant was already submitted and the majority member of the CoC holding 86% share had expressed its no objection to consider the same, allowed consideration of the Resolution Plan of the Appellant.

20. Thereafter, we notice that the CoC in its 23rd and 26th meetings took up consideration of the Resolution Plan of the Appellant. While doing so, it took note of the fact that during consideration of the IA for extension of time, an oral query had been made by the Adjudicating Authority as to whether the CoC is inclined to consider only the resolution plan of the Appellant. The CoC duly considered this aspect and came to the conclusion that despite 5 times Form-G having been issued, which did not bear any results, issue of any further round of Form-G would



only add to delays and turn the CIRP clock back which would not be good for the health of the Corporate Debtor. It also noted that there were no express directions as such from the Adjudicating Authority for issue of fresh Form-G. The CoC therefore consciously decided not to re-open the process by adducing detailed reasons which have already been captured in Para 16 above.

[...]

23. The CoC in its deliberations had also noted that the erstwhile resolution applicants had requested for consideration of their plans. We also notice that the CoC undertook an exercise to compare the resolution plans submitted by erstwhile applicants with that submitted by the Appellant and concluded that the plan value of the Appellant was distinctly better than the others. Clearly therefore all aspects of the plan including the plan value of the Appellant and other potential Resolution Applicants were in the knowledge of the CoC which on having been deliberated at length testifies the exercise of commercial wisdom by the CoC. This also shows that the CoC was well aware that the objective of IBC to ensure maximisation of the value of assets does not get defeated. As far as the plan value which was offered by the Appellant and the plan value which had been offered by other resolution applicants, evaluation of the same falls within the domain of commercial wisdom of CoC.

24. Such opinion expressed by the CoC after due deliberations in the meetings through voting is the collective business decision and constitutes an expression of the CoC's commercial wisdom. And it is here that primacy of the commercial wisdom of the CoC comes into play. The Adjudicating Authority cannot foist its own wisdom upon the CoC. The supremacy of



commercial wisdom of the CoC has been reaffirmed time and again by the Hon'ble Supreme Court.

26. Ultimately it is the commercial wisdom of the CoC which operates to approve what is to be the best resolution plan. The Adjudicating Authority with the limited powers of judicial review available to it cannot substitute its views with the commercial wisdom of the CoC. In view of the above, we hold that the Adjudicating Authority has committed an error in directing the issuance of fresh Form-G while allowing the extension of the CIRP by 60 days when the CoC had deliberated at length on this issue and had decided against the option of having other potential resolution applicants from joining the fray.

27. In view of the foregoing discussion and conclusions, we set aside that part of the impugned order wherein the Adjudicating Authority has directed the RP to invite fresh expression of interest through wider publication of Form-G. We however affirm that part of the impugned order wherein the period of CIRP has been extended by 60 days. We further direct the RP to place the resolution plan of the Appellant before the CoC for consideration and voting and complete the CIRP within the extended period. The appeal is allowed with the aforesaid observations. With this, I.A. No. 171 of 2024 also stands disposed of on the above terms. No order as to costs.”

11. In the application, the RP has submitted that pursuant to the aforementioned judgment of Hon'ble NCLAT, he convened the 28th meeting of the CoC on 19.02.2024 wherein the resolution plan submitted by Mr. Jatinder Pal Singh Hanjra was put to vote. It is further submitted that in accordance with Section 30(4) of the Code r/w Regulation 39(3A) of the CIRP



Regulations, 2016, said plan was approved by the financial creditors having 97.56% debt proportion (vote share) in the total (financial) debt size of the corporate debtor and financial creditors having a debt proportion of 2.44% in the total (financial) debt size of the corporate debtor had abstained from voting. A copy of the minutes of the 28th CoC meeting along with the e-voting result-sheet has been enclosed as Annexure 13 (Colly) to the application.

The relevant excerpt of the same reads thus: -

ITEM NO. 08
TO DISCUSS AND APPROVE THE RESOLUTION PLAN SUBMITTED BY MR. JATINDER P. HANJRA

“RESOLVED THAT in pursuant to Section 30(3) of the Insolvency and Bankruptcy Code 2016 read with Regulation 39(2) of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, the consent of members of the COC be and is hereby accorded to approve the Final Resolution Plan (along with the Annexures) dated 23.08.2023 as submitted by Mr. Jatinder P. Hanjra.”

“RESOLVED FURTHER THAT pursuant to the provisions of Section 30(6) and other applicable provisions of the Insolvency and Bankruptcy Code, 2016, and Rules and Regulations framed there under, the Resolution Professional be and is hereby authorized to submit the Resolution Plan as approved by the Committee of Creditors to the Hon’ble Adjudicating Authority and to do all such acts, deeds and things as may be required or considered necessary or incidental thereto.”

The votes casted on the resolutions were as follows:

Name of CoC Member	Voting Share (%)	Vote (Assented/ Rejected/Abstained / Not Voted)
Union Bank of India	84.90%	Assented
Axis Bank	6.48%	Assented
ICICI Bank	6.18%	Assented
Yes Bank	2.44%	Abstained (Not Voted)

Result- Based on the aforesaid results, since 97.56% votes in favour of the proposed Resolution were obtained, the voting item is considered as **APPROVED.**



12. The Applicant/ RP has submitted that after approval of the plan submitted by Mr. Jatinder Pal Singh Hanjra (hereinafter, referred to as the **“Successful Resolution Applicant”**), a letter of intent dated 17.03.2023 was issued to the SRA whereby the SRA was requested to deposit an amount of Rs. 2,22,20,000/- as performance security. The relevant excerpt of the letter of intent issued to the SRA, enclosed as Annexure 14 of the application, reads thus: -

17th March, 2024

To,
Jatinder Pal Hanjra
Through Mr. Ajay Nagpal, Authorised Representative
A-104, Shivalik, Sector 35,
Gautam Budh Nagar, Uttar Pradesh-201301
Email- ajaynagpal9@gmail.com

Subject- Declaration of the Successful Resolution Applicant and issuance of Letter of Intent (“LOI”) by the Resolution Professional as authorised by Committee of Creditors of J.P. Engineers Private Limited (CD)

Dear Sir,

This is with reference to the Corporate Insolvency Resolution Process of J.P Engineers Private Limited, the Corporate Debtor (“CD”) wherein your Resolution Plan was considered pursuant to directions of Hon’ble NCLT vide order dated 16.01.2023 read with Hon’ble NCLAT order dated 25.04.2023 and Hon’ble NCLAT order dated 16.02.2024. The final plan dated 23.08.2023 was put to voting by CoC members in the 28th CoC meeting.

In terms of Section 30(4) of the Code read along with Regulation 39(3) of the CIRP Regulations and the relevant clauses of RFRP, the final Resolution Plan submitted by you has been approved by CoC in the 28th Meeting held on 19.02.2024 through E-Voting, results of which were declared on 17.03.2024.

The undersigned, being the Resolution Professional (“RP”) of J.P Engineers Private Limited, is issuing this Letter of Intent to you in your capacity as Successful Resolution Applicant under the Instructions of and authorization from the Committee of Creditors (“COC”).

In terms of the relevant clauses of the RFRP, you have been selected as Successful Resolution Applicant subject to the following conditions:

- i. Approval of the Resolution Plan by the Hon’ble Adjudicating Authority, NCLT and your compliance with the terms of the RFRP.



- ii. You shall-
- a) Within 7 days of issuance of this LOI provide Performance security for an amount equivalent to Rs. 2,22,20,000 (Rupees Two Crore Twenty Two Lakhs Twenty Thousand only), in one of the following forms:
 - A Bank Guarantee issued by any scheduled commercial bank in India ("Bank") which shall be in accordance with Format VIII A (PG) of the RFRP; or
 - Direct deposit by way of the real time gross settlement system into a bank account of the Corporate Debtor with the details of which shall be shared separately with the Successful Resolution Applicant; or
 - Demand Draft issued by any scheduled commercial bank in India in favour of the Corporate Debtor.
 - b) Make payment of the Resolution Plan consideration as per the terms set in the Resolution Plan.
 - c) Any clarification given pursuant to the cured plan shall also be binding and shall be honored by Successful Resolution Applicant.
 - d) You shall accept this Letter of Intent, without any conditions and record such acceptance by providing the Resolution Professional with 1 copy of the Letter of Intent with an endorsement stating that "Accepted unconditionally", under the signature of your Authorized Representative.
 - e) Upon approval of the Resolution Plan by the Hon'ble Adjudication Authority, you shall implement the Resolution Plan approved by the Hon'ble Adjudicating Authority as per the timelines set out thereunder.
 - f) The Performance security of Rs. 2,22,20,000 (Rupees Two Crore Twenty Two Lakhs Twenty Thousand only) shall be liable to be forfeited/invoked at any time, in the event of non-compliance with the conditions subsequent in accordance with the RFRP and in case (a) any if the condition of the Letter of Intent or Resolution Plan is breached; or (b) the Resolution Plan is not effective due to your failure to obtain any approval (except NCLT approval) required to give effect to the Resolution Plan.
 - g) All expenses, fees, charges, costs etc. from date of approval of this Plan by the Adjudicating Authority i.e. Effective Date shall be borne by the Successful Resolution Applicant. *∩*



- h) This Letter of Intent cannot be assigned or transferred in any manner whatsoever to any other person.
- i) You agree that the reliefs and concessions sought by you in the Resolution Plan for effective implementation of the Resolution Plan are as prayers to Hon'ble NCLT and thus are at the discretion of the NCLT, and that you shall not, in any manner whatsoever, delay or withhold the implementation of the Resolution Plan approved by the NCLT or the payments to be made to the stakeholders of J.P. Engineers Private Limited under the Resolution Plan approved by the NCLT if any relief or concession sought/ prayed by you is not granted, approved or allowed by the NCLT in the exact format or manner as required by you.
- j) This LOI shall be governed by and be construed in accordance with applicable laws of the land and the NCLT, New Delhi/ Courts in Delhi shall have jurisdiction over all disputes arising out, pursuant to or in connection with this LOI.

This Letter of Intent shall be read with the terms of the RFRP and the Resolution Plan, and this Letter of Intent shall be binding on the Successful Resolution Applicant.

13. It has been further submitted that the SRA duly gave Performance Security through RTGS mode in compliance of the aforementioned Letter of Intent. Relevant excerpt of the application recording said fact reads thus: -

Performance Security equivalent to 10% of plan value Upon Issuance of Letter of Intent (LOI) pursuant to approval of resolution plan by CoC.		
Infused as under [Please see Annexure 18 (Colly)]:		
Mode	Date	Amount (₹)*
RTGS	20.03.2024	2,20,000/-
RTGS	21.03.2024	5,00,000/-
RTGS	22.03.2024	5,00,000/-
RTGS	22.03.2024	15,00,000/-
RTGS	22.03.2024	15,00,000/-
RTGS	03.04.2024	1,84,09,102/-
Total		2,26,29,102/-

*Amount rounded off to nearest decimal (wherever applicable).
*Received (net of commission & charges) in ICICI Bank – J.P. Engineers Private Limited Resolution Professional Account [Account no.: 184205001132].



14. The Resolution Plan submitted by the SRA, which stands approved by the CoC, has been enclosed as Annexure 16 (Colly.) to the application.

15. The compliance certificate in prescribed Form- H, in terms of Regulation 39(4) of the CIRP Regulations, 2016, has been filed by RP and enclosed as Annexure 18 (Colly.) to the application.

16. The Applicant/ RP has submitted in the Form- H that the Resolution Plan includes a statement under Regulation 38(1A) of CIRP Regulations, 2016 as to how it has dealt with the interests of all stakeholders in compliance of the Code and the Regulations made thereunder. The relevant excerpt of Form- H reads thus: -

“6. The Resolution Plan includes a statement under regulation 38(1A) of the CIRP Regulations as to how it has dealt with the interests of all stakeholders in compliance with the Code and regulations made thereunder.

7. The amounts provided for the stakeholders under the Resolution Plan is as under:

						in Rs. Lakh
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-section (2) of section 21	0	0	0	0
		(b) Other than (a) above:				
		(i) who did not vote in favor of the resolution Plan	-	-	-	-
		(ii) who voted in favour of the resolution plan	13,466.90	13,466.90	1,900.00	14.11
		Total[(a) + (b)]	13,466.90	13,466.90	1,900.00	14.11



2	Unsecured Financial Creditors	(a) Creditors not having a right to vote under sub-section (2) of section 21	-	-	-	-
		(b) Other than (a) above:				
		(i) who did not vote in favour of the resolution Plan	-	-	-	-
		(ii) who voted in favour of the resolution plan	2,007.12	2,007.12	25.00	1.25
	Total[(a) + (b)]					
Total claims filed by the unsecured financial creditors is as follows:		2,007.12	2,007.12	25.00	1.25	
<p>A. Voted in favour of the plan: Axis Bank – INR 1,027.15 lakh ICICI Bank – INR 979.97 lakh Total (A): 2,007.12 lakh</p> <p>B. Abstained from voting: Yes Bank – INR 387.43 lakh Total (B): INR 387.43 lakh</p> <p>C. No right to vote (I.A. 983/2023 being sub judice): HDFC Bank – INR 26.95 Lakh Total (C): INR 26.95 Lakh</p> <p>Total (A+B+C) – 2,421.50 Lakh</p>						
3	Operational Creditors	(a) Related Party of Corporate Debtor	-	-	-	-
		(b) Other than (a) above:				
		(i) Government	102.30	-	-	-
		(ii) Workmen	-	-	-	-
		(iii) Employees	-	-	-	-
	Total[(a) + (b)]		102.30	-	-	-



4	Other debts and dues	Operational Creditor other than workmen and employees and Government Dues	10,308.13	3586.36	25.00	0.70
		Other Creditors	310.45	-	-	-
	Total[(a) + (b)]		10,618.58	3,586.36	25.00	0.70
Grand Total			26,194.90	19,060.38	1,950.00	16.06

Amount provided over time under the Resolution Plan and includes estimated value of non-cash components. It is not NPV.]

17. As can be seen from the above table, the secured financial creditors shall be paid a sum of Rs. 1,900 Lakhs against the admitted claim of about Rs. 13,466.90 Lakhs/-. The plan provides that the unsecured creditors shall be paid a sum of Rs. 25 Lakhs against the admitted claim of Rs. 2,007.12 Lakhs. The table reflects that no claims had been received from employees/ workmen. With respect to government/ statutory dues, a claim amounting to Rs. 102.30 Lakhs was filed but the same was not admitted by the RP, and thus no payment is proposed for this category under the plan. With regard to operational creditors (other than employees/ workmen and government/ statutory dues), against the admitted claim of Rs. 3586.36 Lakhs, the plan provides a payment of Rs. 25 Lakhs. Thus, against the admitted claim of Rs. 19,060.38 Lakhs, an amount of Rs. 1,950 Lakhs has been proposed to be paid under the plan as per the breakup given in the table reproduced above.

18. The compliance of the Resolution Plan with the provision of Section 30(2) of the Code, the relevant excerpt of Form- H reads thus: -



COMPLIANCE OF RESOLUTION PLAN IN TERMS OF SECTION 30(2) OF THE CODE:

PROVISIONS UNDER SECTION 30(2) OF THE CODE	COMPLIANCE UNDER RESOLUTION PLAN
<p>S. 30(2)(a):</p> <p>The resolution professional shall examine each resolution plan received by him to confirm that each resolution plan -</p> <p>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.</p>	<p>Clause 1.2.1(i) on the internal page no. 21 of the resolution plan [Page 415 of the Application] reads as under:</p> <p>“The CIRP Costs (on actuals basis) shall be paid within 89 days from the NCLT Approval date or signing of the definitive agreement whichever is later (upfront cash payment) and before making any other payment under the Resolution Plan after adjustment of available bank/cash balances, if any.”</p>
<p>S. 30(2)(b):</p> <p>The resolution professional shall examine each resolution plan received by him to confirm that each resolution plan -</p> <p>provides for the payment of debts of operational creditors in 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,</p> <p>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>Clause 1.2.4(i) – “Unsecured Operational Creditors” on internal page nos. 28-29 of the resolution plan reads as under:</p> <p>“The unsecured operational creditors (admitted claims only) shall be paid INR 25 Lakhs in proportion of their debt as an upfront cash payment within 89 days from the date of approval of Resolution Plan by the Adjudicating Authority. However, if the Liquidation Value due to them is higher than the proposed payment, the Resolution Applicant shall pay “Liquidation Value” due to them.” (Pg. 28) [Page 422 of the Application]</p> <p>“The operational creditors shall be paid their amounts ahead of the payments to financial creditors.” (Pg. 29) [Page 423 of the Application]</p> <p>Clause 1.2.5(iii)(a) – “Effect of Settlement of the Workmen and Employees’ dues” on internal page no. 30 [Page 424 of the Application] of the resolution plan reads as under:</p> <p>“a. In the event (a) proportionate amount payable in case of liquidation allocable towards workmen and employees in terms of Section 53(1) of IBC; (b) the amount offered under the Resolution Plan, then higher of (a) or (b) shall be paid in priority before making any payment to financial creditors and such excess amount shall be deducted from the initial amount payable to financial creditors.”</p>



	<p>Clause 1.2.3(i) – “Unsecured Financial Creditors” on internal page nos. 25-26 of the resolution plan reads as under:</p> <p>“The unsecured financial creditors shall be paid INR 25 Lakhs in proportion of their debt as an upfront payment within 89 days from the date of approval of Resolution Plan by the Adjudicating Authority or signing of Definitive agreement whichever is later. <i>The financial creditors who do not vote in favour of the Resolution Plan shall be paid an amount which shall not be less than the amount payable in accordance with sub section (1) of section 53 in the event of liquidation of Corporate Debtor.</i> Further, the dissenting financial creditors shall be paid in priority over the assenting financial creditors in accordance with Section 30(2)(b) of the IBC and Regulation 38 of IBB1 (Insolvency Resolution Process for Corporate Persons) Regulations 2016.” (Pg. 26) [Page 420 of the Application]</p> <p>Clause 2 – “Proposal for the dissenting financial creditor” on internal page no. 35 [Page 429 of the Application] of the resolution plan reads as under:</p> <p>“The Dissenting Financial Creditors who do not vote in favour of this Resolution Plan, shall be duly paid with the amount as per the Section 30(2)(b)(ii) of the IBC which is the amount payable to them in case of liquidation, in priority to any payment to assenting financial creditors.”</p>
<p>S. 30(2)(c):</p> <p>The resolution professional shall examine each resolution plan received by him to confirm that each resolution plan -</p> <p>provides for the management of the affairs of the Corporate debtor after approval of the resolution plan.</p>	<p>Clause 4.1 – “Management of Corporate Debtor Post Approval of Resolution Plan” on internal page nos. 44-45 [Page 438-439 of the Application] of the resolution plan reads as under:</p> <p>“On the NCLT Approval Date, all the existing directors of the Corporate Debtor shall be deemed to have demitted office and shall stand removed as the directors of the Corporate Debtor. Upon payment of 25% of the plan value in the CIRP account, the Resolution Applicant shall appoint at least 2(two) directors as the Board of Directors of Corporate Debtor (“Reconstituted Board”) and accordingly, the business of Corporate Debtor shall be carried on by the Reconstituted Board. It is submitted that all members of the Reconstituted Board shall be eligible under Section 29A of the IBC.”</p> <p>Clause 3.4(e) – “Supervision by Monitoring Committee” on internal page no. 44 [Page 438 of the Application] of the resolution plan reads as under:</p>



	<p>“CoC has decided that Monitoring Committee shall manage the operations of the Corporate Debtor till the appointment of the new directors as nominated by the Resolution Applicant and thereafter until the Resolution Plan is fully implemented the operations of the Corporate Debtor shall be managed by the Board of Directors under the supervision of the Monitoring Committee. However, RA shall be permitted to introduce & appoint Directors upon payment of 25% of the plan value in the CIRP account. This 25% shall be inclusive of 10% of amount paid towards performance security, EMD & Bid Bond as per RFRP. Till the time entire control is not handed over on full payment of plan value RA through its Board may be allowed to make payments upto a certain amount say upto Rs. 1 lakh without approval of Monitoring Committee. Review of the limits may be approved by Monitoring Committee over the period to expedite the Implementation.”</p>
<p>S. 30(2)(d):</p> <p>The resolution professional shall examine each resolution plan received by him to confirm that each resolution plan -</p> <p>The implementation and supervision of the resolution plan.</p>	<p>Implementation:</p> <p>Chapter VI – Implementation Schedule:</p> <p>“Term of the Resolution Plan is 90 days from the NCLT Approval Date or signing of Definitive agreement whichever is later within which all payments to the creditors as contemplated under this Resolution Plan shall be made.” (Clause 1, Pg. 42) [Page 436 of the Application]</p> <p>Clause 2, Pg. 42:</p> <p>Day ‘X’ – Date of approval of the Resolution Plan application or signing of Definitive Agreement, whichever is later.</p> <p>Day ‘X + 89’ - Infusion of 25% of the resolution plan value, Payment of unpaid CIRP cost till approval of the Resolution Plan by the Hon’ble AA, Payment to unsecured FCs, Payment to operational creditor, and Appointment of new directors in the board of the corporate debtor.</p> <p>Day ‘X + 90’ – Payment to secured financial creditor, and Transfer of all existing shares and issue of fresh shares.</p> <p>Day ‘X + 5’ - Formation of the Monitoring Committee.</p> <p>“The Secured Financial Creditor shall constitute the Monitoring Committee, which may comprise of one nominee of the Secured Financial Creditor and one Nominee of the</p>



Resolution Applicant besides Resolution Professional ("Monitoring Committee"). The Monitoring Committee shall monitor the implementation of the Resolution Plan after the NCLT approval date and until the Implementation Date."

Notes:

1. **On cessation of existing directors:**

Clause 4.1 on internal page no. 45 of the resolution plan [Page 439 of the Application] –

"On the NCLT Approval Date, all the existing directors of the Corporate Debtor shall be deemed to have demitted office and shall stand removed as the directors of the Corporate Debtor. Upon payment of 25% of the plan value in the CIRP account, the Resolution Applicant shall appoint at least 2(two) directors as the Board of Directors of Corporate Debtor ("Reconstituted Board") and accordingly, the business of Corporate Debtor shall be carried on by the Reconstituted Board. It is submitted that all members of the Reconstituted Board shall be eligible under Section 29A of the IBC."

Clause 3.4(e) - on internal page no. 45 of the resolution plan [Page 438 of the Application]–

"RA shall be permitted to introduce & appoint Directors upon payment of 25% of the plan value in the CIRP account. This 25% shall be inclusive of 10% of amount paid towards performance security, EMD & Bid Bond as per RFRP.

2. **On performance Bank Guarantee:**

"In accordance with Regulation 36B (4A) of the CIRP Regulations read with the RFRP, in case its Resolution Plan is approved under Section 30(4) of the IBC and as per the provisions of the RFRP, the Resolution Applicant shall instead of providing Performance Bank Guarantee make payment of INR 222 Lacs in addition to INR 5 Lakhs (EOI amount) and INR 30 Lakhs (Bid Bond), thus totalling to INR 257 Lacs, which shall be kept in a no-lien account by way of FDR till the time the Plan is approved by the Adjudicating Authority and thereafter to be adjusted upon implementation against the Resolution Plan value in the last payment to be made subject to stipulation in the EOI or RFRP, if any. In case, the plan is not approved by the Adjudicating Authority, all payments made under the Plan shall be dealt with as per the EOI document or RFRP, as the case may be." (Clause 1 on internal Pg. no. 35 of the resolution plan) [Page 429 of the Application].



5. **On capital restructuring and payment to existing shareholders:**

"Initially INR 100 Lakhs will be induced as new Capital in the Corporate Debtor. On approval of the plan by the Adjudicating Authority the existing share capital shall stand transferred in favour of RA and its nominee(s) upon a nominal amount of Rs 28,254/- (.0001% of the face value of the shares held) and the Applicant along with people nominated by him shall become new shareholders." (Clause 3 on internal page no. 32 of the resolution plan) [Page 426 of the Application]

"To enable ownership, control and management of the Corporate Debtor by Resolution Applicant, it is proposed that after the approval of the Resolution Plan, all the existing shares shall be transferred to investor at lumpsum value of Rs 28,254. In addition new equity of Rs 100 Lacs shall be issued. The Resolution Applicant proposes to infuse a sum of INR 100 Lakhs towards subscription of 10 Lac equity shares at face value of INR 10 each." (Clause 3 on integral page no. 35 of the resolution plan) [Page 429 of the Application]

The following shall be new shareholders of the Corporate Debtor post restructuring:

SRA – 99.9%

Nominees of SRA – 0.01% (Clause 4 on integral page no. 36 of the resolution plan) [Page 430 of the Application]

Supervision:

Clause 3.1 – Supervision by Monitoring Committee on internal page no. 43 of the resolution plan [Page 437 of the Application]:

"The Secured Financial Creditor shall constitute the Monitoring Committee, which may comprise of one nominee of the Secured Financial Creditor and one Nominee of the Resolution Applicant besides Resolution Professional ("Monitoring Committee"). The Monitoring Committee shall monitor the implementation of the Resolution Plan after the NCLT approval date and until the Implementation Date."

Clause 3.3 on internal page no. 43 of the resolution plan [Page 437 of the Application]:

"From the NCLT Approval Date and till formation of Monitoring Committee, Resolution Professional shall supervise the implementation of Plan."

Clause 3.4 on internal page nos. 43-44 of the resolution plan [Page 437-438 of the Application] sets out the responsibilities of the Monitoring Committee.

Clause 4 on internal page nos. 44-45 of the resolution plan [Page 438-439 of the Application] sets out the management of Corporate Debtor post approval of the Resolution Plan.



<p>S. 30(2)(e):</p> <p>The resolution professional shall examine each resolution plan received by him to confirm that each resolution plan -</p> <p>does not contravene any of the provisions of the law for the time being in force.</p>	<p>Clause 1 – Chapter II – Introduction to the resolution plan on internal page no. 12 of the resolution plan [Page 406 of the Application];</p> <p>“Resolution Applicant/ associates have taken utmost care and diligence while preparing the Resolution Plan and thus hereby confirms that Resolution Plan is not in contravention of provisions of the Applicable Laws for the time being in force.”</p>
<p>S. 30(2)(f):</p> <p>The resolution professional shall examine each resolution plan received by him to confirm that each resolution plan -</p> <p>confirms to such other requirements as may be specified by the Board.</p>	<p>Sr. No. 7 – Chapter VIII – Mandatory contents of the resolution plan on internal page no. 57 of the resolution plan [Page 450 of the Application];</p>
	<p>“The resolution applicant has taken utmost care, while preparing the Resolution Plan. The resolution plan has been prepared based on the Information Memorandum and RFRP provided by the Resolution Professional and also confirm that requirements as specified by IBBI have been adhered to.”</p>

19. As regards the capital restructuring of the CD, the clause (3) OF Chapter V of the Resolution Plan provides that on approval of the plan by the Adjudicating Authority, all the existing shares shall be transferred to investor at lumpsum value of Rs 28,254. In addition, new equity of Rs 100 Lakhs shall be issued. Clause (4) further provides the new shareholding structure. The relevant excerpt of the resolution plan reads thus: -

“3. CAPITAL RESTRUCTURING/ PAYMENT TO EXISTING SHAREHOLDERS

3.1 Section 30 and 31 of IBC read with Regulation 37 of the CIRP Regulations provide that a Resolution Plan may provide for the measures required for implementing the Resolution Plan, including the substantial acquisition of shares of the corporate debtor. Therefore, to enable ownership, control and management of the Corporate Debtor by Resolution Applicant, it is proposed that after the approval of the Resolution Plan, all the existing shares shall be transferred to investor at lumpsum value of Rs 28,254. In addition new equity of Rs 100 Lacs shall



be issued. The Resolution Applicant proposes to infuse a sum of INR 100 Lakhs towards subscription of 10 Lacs equity shares at face value of INR 10 each.

i. As shares may be acquired by a Foreign Citizen thus the approval as required under FEMA and regulations thereof shall deemed to be complied with and no valuation for the transfer of the shares from resident to non-resident shall be additionally required. The value of Shares as being paid by RA shall be taken as legal and final valuation wrt all rules & regulations and the FEMA requirements with respect to the pricing/valuation of shares for such transfer shall be deemed to be complied.

4. NEW SHAREHOLDERS POST RESTRUCTURING

The following shall be new shareholders of the Corporate Debtor post restructuring:

<i>Jatinder Pal Singh Hanjra</i>	<i>99.9%</i>
<i>Nominee(s)* of Jatinder Pal Singh Hanjra</i>	<i>0.01%</i>

Nominee(s) & Director(s) to be appointed by nomination of Mr. Jatinder Pal Singh Hanjra shall all comply with requirements under sec 29A.”

20. As per Section 30(1) of the Code, a resolution applicant needs to submit, along with the resolution plan, an affidavit stating that he is eligible under Section 29A of the Code to the RP. In this respect, the affidavit under Section 29A of the Code has been submitted by the SRA and is enclosed as Annexure 17 (Colly.) of the application. In the affidavit, the SRA has declared that it is not disqualified from submitting the resolution plan in



terms of the aforesaid provision. Moreover, the Applicant/ RP has also enclosed a “29A Check Report for Mr. Jatinder Pal Singh Hanjra (RA)” dated 20.08.2023 as issued by India C&L Law Offices as Annexure 17 (Colly.) to the application. The concluding part of the Report states that the SRA seems to be compliant of Section 29A of the Code. Relevant excerpt of the same reads thus: -

C. CONCLUSION OF THE REPORT

We have checked publicly available information and database searches relevant for Section 29A of IBC and noted that RA seems to be **compliant** under section 29A of IBC.

Our conclusion is however to be read in conjunction with the limitations on the availability/provision of the information to us and other qualifications/limitations contained herein, if any.

The Applicant/ RP has also submitted an affidavit dated 19.02.2024 stating the SRA complies with the provision of Section 29A of the Code. The relevant excerpt of the affidavit reads thus: -

“[...] Further, based on the affidavit received from the Resolution Applicant in respect of Section 29A of the Code, 2016 and due diligence report submitted by the independent consultant (i.e., India C&L Law Office) regarding the fact that the Resolution Applicant complies with the provisions of Section 29A of the Insolvency and Bankruptcy Code, 2016, the undersigned hereby confirm that the Resolution Applicant is compliant with the provisions of Section 29A of the Insolvency and Bankruptcy Code, 2016.”

21. As per Regulation 37 of CIRP Regulations, 2016, a Resolution Plan shall provide for the measures, as may be necessary, for insolvency



resolution of Corporate Debtor for maximisation of the value of CD's assets.

Regulation 37 reads thus: -

“37. Resolution Plan.

A resolution plan shall provide for the measures, as may be necessary, for insolvency resolution of the corporate debtor for maximization of value of its assets, including but not limited to the following: -

(a) transfer of all or part of the assets of the corporate debtor to one or more persons;

(b) sale of all or part of the assets whether subject to any security interest or not;

(ba) restructuring of the corporate debtor, by way of merger, amalgamation and demerger;

(c) the substantial acquisition of shares of the corporate debtor, or the merger or consolidation of the corporate debtor with one or more persons;

(ca) cancellation or delisting of any shares of the corporate debtor, if applicable;

(d) satisfaction or modification of any security interest;

(e) curing or waiving of any breach of the terms of any debt due from the corporate debtor;

(f) reduction in the amount payable to the creditors;

(g) extension of a maturity date or a change in interest rate or other terms of a debt due from the corporate debtor;

(h) amendment of the constitutional documents of the corporate debtor;



(i) issuance of securities of the corporate debtor, for cash, property, securities, or in exchange for claims or interests, or other appropriate purpose;

(j) change in portfolio of goods or services produced or rendered by the corporate debtor;

(k) change in technology used by the corporate debtor; and

(l) obtaining necessary approvals from the Central and State Governments and other authorities;

(m) sale of one or more assets of corporate debtor to one or more successful resolution applicants submitting resolution plans for such assets; and manner of dealing with remaining assets.”

22. With respect to clauses (a), (b) and (ba) of Regulation 37 (ibid), the plan proposed no action. With respect to clauses (c) and (ca) of said Regulation, the Applicant/ RP has stated that clause 3 of the plan deals with the said provision. Clause 3 of the plan reads thus: -

“3. CAPEX/WORKING CAPITAL INDUCTION ALONG WITH SOURCES OF FINANCE

Initially INR 100 Lakhs will be induced as new Capital in the Corporate Debtor. On approval of the plan by the Adjudicating Authority the existing share capital shall stand transferred in favour of RA and its nominee(s) upon a nominal amount of Rs 28254/- (.0001 % of the face value of the shares held) and the Applicant along with people nominated by him shall become new shareholders. RA shall bring further funds ie Rs 650 Lacs as Unsecured loan/quasi equity or through other modes/instruments as may be permissible under the Applicable Laws. The additional amounts shall be raised from a financial institution against assignment of debt/ securities etc.



Resolution Plan envisages External Commercial Borrowing to the tune of Rs 2120 Lacs in compliance to the FEMA rules applicable on the date of the NCLT approval. The RA undertakes that the terms and conditions of ECB shall adhere to the FEMA rules and regulations for the same. If any amounts are raised from the Indian Financial System ie NBFC/ARC/Realizations, etc., then that drawdown amount shall be reduced from the ECB so raised. Working Capital margin of Rs 150 Lacs to be brought within the plan period however the remaining amount of Rs 350 Lacs will be realized through sale of inoperational assets subsequently.”

23. With respect to clause (d) of Regulation 37 (ibid), the Applicant/ RP has submitted that clauses 1.2.1(ii), 1.2.4(iii)(b), 1.2.5(iii)(c) of Chapter IV and clause 5(x) of Chapter VII of the plan deals with the same. Relevant excerpt of said clauses read thus: -

“CHAPTER IV

1.2.1. CIRP Cost

[...]

(ii) In case any security interest is created overall or any assets / cash flows of the Corporate Debtor to secure the interim financing, if any, availed by the Corporate Debtor during the CIRP, shall forthwith, upon receipt of payment of the CIRP Costs in full (including the amount payable against interim finance) be released and shall stand discharged.

[...]

1.2.4. Unsecured Operational Creditors



(iii) Effect of settlement of unsecured operational debts

[...]

b. Pursuant to the payments proposed to the operational creditors, under this Resolution Plan, any and all legal proceedings pertaining to period prior to the Insolvency Commencement Date initiated before any forum by or on behalf of the operational creditors, to enforce its claims against the Corporate Debtor or enforce or invoke any security interest over the assets of the Company, shall immediately, irrevocably and unconditionally stand withdrawn, abated, settled and/or extinguished.

1.2.5 Workmen/ Employees

[...]

(iii) Effect of settlement of the Workmen and employees' dues

c. Upon making payment towards Workmen and Employee Dues, any and all legal proceedings pertaining to period prior to the Insolvency Commencement Date initiated before any forum by or on behalf of any workmen and employee, to enforce any claims against the Corporate Debtor or enforce or invoke any security interest over the assets of the Corporate Debtor, shall immediately, irrevocably and unconditionally stand withdrawn, abated/ settled/or extinguished.

[...]

CHAPTER VII



(x) On making payment as per Resolution Plan, encumbrances, security interest, liens, and/or attachments created over the assets of the Corporate Debtor or over the securities of the Corporate Debtor, whether by contract or by applicable law, shall stand conditionally and irrevocably released and reversed, without the requirement of any further deed or action on part of the Resolution Applicant or the Corporate Debtor.”

24. With respect to clauses (e), (g), (h), (i), (j) and (k) of Regulation 37(ibid), the Applicant/ RP has submitted that no action is proposed under the plan. With respect to clause (f) i.e. reduction in the amount payable to the creditors, the Applicant/ RP has submitted that Chapter IV of the plan deals with the same. A summary of the payment to be made to the creditors is mentioned in the table reproduced above under para 16 of this order. Further, with respect to clause (l) of Regulation 37 (ibid) i.e. “obtaining necessary approvals from the Central and State Governments and other authorities”, the Applicant/ RP has submitted that the same has been dealt with in “Chapter VII- Reliefs and Concessions” of the plan. We have dealt with reliefs and concession sought by the SRA in the later part of this order.

25. Regulation 38 of CIRP Regulations, 2016 provides for mandatory contents of the resolution plan. The said regulation reads thus: -

“38. Mandatory contents of the resolution plan.

(1) The amount payable under a resolution plan –

(a) to the operational creditors shall be paid in priority over financial creditors; and

(b) to the financial creditors, who have a right to vote under sub-section (2) of section 21 and did not vote in



favour of the resolution plan, shall be paid in priority over financial creditors who voted in favour of the plan.

(1A) A resolution plan shall include a statement as to how it has dealt with the interests of all stakeholders, including financial creditors and operational creditors, of the corporate debtor.

(1B) A resolution plan shall include a statement giving details if the resolution applicant or any of its related parties has failed to implement or contributed to the failure of implementation of any other resolution plan approved by the Adjudicating Authority at any time in the past.

(2) A resolution plan shall provide:

(a) the term of the plan and its implementation schedule;

(b) the management and control of the business of the corporate debtor during its term; and

(c) adequate means for supervising its implementation.

(d) provides 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 pursued after the approval of the resolution plan and the manner in which the proceeds, if any, from such proceedings shall be distributed:

Provided that this clause shall not apply to any resolution plan that has been submitted to the Adjudicating Authority under sub-section (6) of section 30 on or before the date of commencement of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) (Second Amendment) Regulations, 2022.



(3) *A resolution plan shall demonstrate that –*

(a) it addresses the cause of default;

(b) it is feasible and viable;

(c) it has provisions for its effective implementation;

(d) it has provisions for approvals required and the timeline for the same; and

(e) the resolution applicant has the capability to implement the resolution plan.

(4) (a) The committee shall consider setting up a monitoring committee for monitoring and supervising the implementation of the resolution plan.

(b) The monitoring committee may consist of the resolution professional or any other insolvency professional, or any other person, including representatives of the committee and representatives of resolution applicant(s), as its members:

Provided that where the resolution professional is proposed to be part of the monitoring committee, the monthly fee payable to him shall not exceed the monthly fee received by him during the corporate insolvency resolution process.

(c) The monitoring committee shall submit quarterly reports to the Adjudicating Authority regarding the status of implementation of resolution plan.”

26. With respect to compliance of Regulation 38(1) (ibid), it is seen at page 29 of the plan (page 423 of the application) that the operational creditors shall be paid in priority to the payments to financial creditors. Further, at page of the plan (page 421) of the application, it is stated that the financial



creditors who do not vote in favour of the plan shall be paid in priority over the assenting financial creditors. Relevant excerpt of the plan reads thus: -

“The unsecured financial creditors shall be paid INR 25 Lakhs in proportion of their debt as an upfront payment within 89 days from the date of approval of Resolution Plan by the Adjudicating Authority or signing of Definitive agreement whichever is later. The financial creditors who do not vote in favour of the Resolution Plan shall be paid an amount which shall not be less than the amount payable in accordance with sub section (1) of section 53 in the event of liquidation of Corporate Debtor. Further, the dissenting financial creditors shall be paid in priority over the assenting financial creditors in accordance with Section 30(2)(b) of the IBC and Regulation 38 of IBBI (Insolvency Resolution Process for Corporate Persons) Regulations 2016.

[...]

The operational creditors shall be paid their amounts ahead of the payments to financial creditors.”

27. The compliance of Regulation 38(1A), regarding whether the plan includes a statement as to how it has dealt with the interests of all stakeholders, has been affirmed by the Applicant/ RP and the same has been recorded in para 16 (supra) of this order.

28. Regarding the compliance of Regulation 38(1B) (ibid), the SRA has given the following statement in Chapter II of the plan: -

“The Resolution Applicant declares that neither it nor any of its related parties have failed to implement or contributed to the



failure of implementation of any other resolution plan approved by the Adjudicating Authority at any time in the past.”

29. Regarding source of funds, the SRA at clause (4) of Chapter IV of the Resolution Plan has stated that it will infuse an amount of Rs. 750 Lakhs from his own bank balance/ assets, whereas a further amount of Rs. 1470 Lakhs will be infused through funds/ loans from financial institutions. Relevant excerpt of the plan reads thus: -

“2. SOURCE OF FINANCE

<i>INR 750 Lacs</i>	<i>By the Applicant from his own bank balance/ assets</i>
<i>INR 1470 Lacs</i>	<i>To be tied up with Financial Institution/ Bank/ NBFC/ ARC etc. However a soft loan has already been committed by a HNI Friend with available bank balance to meet any eventuality to meet the shortfall. Comfort Letter attached.</i>

3. CAPEX/WORKING CAPITAL INDUCTION ALONG WITH SOURCES OF FINANCE

Initially INR 100 Lakhs will be induced as new Capital in the Corporate Debtor. On approval of the plan by the Adjudicating Authority the existing share capital shall stand transferred in favour of RA and its nominee(s) upon a nominal amount of Rs 28254/- (.0001 % of the face value of the shares held) and the Applicant along with people nominated by him shall become new shareholders. RA shall bring further funds ie Rs 650 Lacs as Unsecured loan/quasi equity or through other modes/instruments as may be permissible under the Applicable Laws. The additional amounts shall be raised from



a financial institution against assignment of debt/ securities etc. Resolution Plan envisages External Commercial Borrowing to the tune of Rs 2120 Lacs in compliance to the FEMA rules applicable on the date of the NCLT approval. The RA undertakes that the terms and conditions of ECB shall adhere to the FEMA rules and regulations for the same. If any amounts are raised from the Indian Financial System ie NBFC/ARC/Realizations, etc., then that drawdown amount shall be reduced from the ECB so raised.

Working Capital margin of Rs 150 Lacs to be brought within the plan period however the remaining amount of Rs 350 Lacs will be realized through sale of inoperational assets subsequently.”

30. Regulation 38(1B) of CIRP Regulations, 2016 provides that a Resolution Plan shall include a statement giving details as to whether the SRA or any of its related parties have failed to implement or contributed to the failure of implementation of any other resolution plan approved by the Adjudicating Authority at any time in the past. In this regard, a declaration has been given by the SRA in clause 9.10 of the plan, which reads thus: -

“9.10 Statement of Failure of Implementation of any Resolution Plan

The Resolution Applicant undertakes that neither the Resolution Applicant nor any of its related parties has failed to implement or contributed to the failure of the implementation of any resolution plan approved by the Adjudicating Authority at any time in the past.”

31. Regulation 38(2)(a) of CIRP Regulations, 2016 states that the plan should provide for the term of the plan and its implementation schedule. In



this respect, reference may be made to clause (1) and (2) of Chapter VI, which reads thus: -

“1. Term

Term of the Resolution Plan is 90days from the NCLT Approval Date or signing of Definitive agreement whichever is later within which all payments to the creditors as contemplated under this Resolution Plan shall be made.

2. Implementation Schedule

The Resolution Plan shall be implemented as per the following schedule:

Action	Timeline
NCLT Approval Date (Date of Receipt of Order)	X
Submission of Bid Bond	At the time of submission of Resolution Plan
Formation of the Monitoring Committee	X +5
Cessation of existing directors, (By operation of approval order)	X (Refer to 3.4e)
Infusion of 25 % the plan value*	X+ 89 days
Appointment of new directors in the board of corporate debtor	X+ 89
Submission of Performance Bank Guarantee	As per the RFRP
Transfer of all existing shares and issue of fresh shares*	X+90
Payment of unpaid CIRP Cost till the approval of the Resolution Plan by Hon'ble Adjudicating Authority*	X+89
Payment to Workmen/ employees*	NA
Payment to operational creditors*	X + 89
Payment to secured financial creditor*	X + 90
Payment to unsecured Financial Creditor*	X + 89

* X implies the date of NCLT approval or signing of Definitive agreement whichever is later, in conformity to RFRP for all these payments.

32. As per Regulation 38(2)(b) (ibid), the Resolution Plan should provide for the management and control of the business of the Corporate Debtor



during its term. In this regard, it is apt to refer to clause (4) of Chapter VI of the plan, which reads thus: -

“MANAGEMENT OF CORPORATE DEBTOR POST APPROVAL OF THE RESOLUTION PLAN

4.1 On the NCLT Approval Date, all the existing directors of the Corporate Debtor shall be deemed to have demitted office and shall stand removed as the directors of the Corporate Debtor. Upon payment of 25% of the plan value in the CIRP account, the Resolution Applicant shall appoint at least 2(two) directors as the Board of Directors of Corporate Debtor (“Reconstituted Board”) and accordingly, the business of Corporate Debtor shall be carried on by the Reconstituted Board. It is submitted that all members of the Reconstituted Board shall be eligible under Section 29A of the IBC.

4.2. Any change in the members of the Corporate Debtor shall not affect the validity and enforceability of any agreement, sale deed, MoU, contract etc. executed by the Corporate Debtor with various parties, authorities, companies etc. save and except the provisions and scope of alterations/ modifications/ terminations/ amendments as also such reliefs and concessions provided to the Resolution Applicant and the Corporate Debtor under this Resolution Plan. However, the resolution applicant shall have the right to modify/terminate any agreement, sale deed, MoU, contract etc. at its sole discretion Further any liabilities arising out of such agreement, sale deed, MoU, contract etc. shall be dealt in accordance with Section 53 of the IBC.

4.3. Without prejudice to the other provisions of this Resolution Plan, the Resolution Applicant may, if required and from time to time, seek necessary directions/ orders from the Hon'ble



Adjudicating Authority for seeking assistance of the local administration in implementation of the terms of this Resolution Plan, including without limitation in connection with actions to be undertaken or filing to be made with the RoC, Regional Director, Reserve Bank of India and/or other statutory and regulatory authorities in connection with the matters contemplated in this Resolution Plan or other incidental/ ancillary matters.”

33. As per Regulation 38(2)(c) (ibid), the plan should also provide for adequate means for supervising its implementation. Furthermore, as per Regulation 38(4) (ibid), the CoC may consider the requirement of a Monitoring Committee for the implementation of the plan. In this regard, it is relevant to refer to clause 3 of Chapter VI of the plan, which reads thus:

“3. SUPERVISION BY MONITORING COMMITTEE

3.1. The Secured Financial Creditor shall constitute the Monitoring Committee, which may comprise of one nominee of the Secured Financial Creditor and one Nominee of the Resolution Applicant besides Resolution Professional (“Monitoring Committee”). The Monitoring Committee shall monitor the implementation of the Resolution Plan after the NCLT approval date and until the Implementation Date.

3.2. During the period from the NCLT Approval Date and till the Implementation Date (hereinafter referred to as the “Monitoring Period”), the advisors/legal advisors to the Monitoring Committee shall receive such fee that the Monitoring Committee may, at their discretion, decide as deemed fit. All fees payable to the advisors of the Monitoring Committee (including any legal costs) till the Implementation Date shall be borne and paid out of the internal accruals/ cash flow of the Corporate Debtor. If the



internal accruals/cash flows are insufficient to meet the above referred expenses, to the extent approved by the Monitoring Committee, then the same shall be borne by the Resolution Applicant.

The recovery of Asset(s) as listed in the Balance sheet as on 31st March 2020 shall remain with Corporate Debtor as part of the Resolution Plan.

3.3. From the NCLT Approval Date and till formation of Monitoring Committee, Resolution Professional shall supervise the implementation of Plan.

3.4. The Monitoring Committee, so appointed, shall have inter alia the following responsibilities:

(a) Monitoring the implementation of this Resolution Plan, during the Term of the Resolution Plan;

(b) Obtaining all original documents, and also all other agreements, deeds, contracts, correspondences, communications, letters or any other document, pertaining to any division of the Corporate Debtor as are in the possession of the Corporate Debtor/ Resolution Professional or pertaining to the Corporate Debtor as a whole, transferred by the erstwhile members of the Boards of Directors of the Corporate Debtor and/ or by the existing promoters or the Resolution Professional in a peaceful and unconditional manner

(c) Providing regular updates to the secured financial creditor, until the secured financial creditor receives the amounts payable to them pursuant to this Resolution Plan;



(d) Ensuring that all assets of the Corporate Debtor remain vested in the Corporate Debtor, on an as is basis, free from all encumbrances and/or without any encroachments (including but not limited to occupancy or possession by the erstwhile director/s or promoter/s or their men/agents/servants) at the end of the term of the Resolution Plan in which the whole payment has been effected successfully according to the terms of the Resolution Plan.. The Monitoring Committee shall be entitled to make an application to the Hon'ble Adjudicating Authority directing local law enforcement authorities and local district administration authorities to maintain law. The newly constituted Board of Directors of the Corporate Debtor would be allowed to function as per the limits imposed by the Monitoring Committee. Upon entire Resolution Plan amount payable as CIRP costs, Payable to unsecured Financial creditors, Payable to Operational Creditors and Payable to Secured Financial Creditors are fully deposited to them then the Board shall be fully functional independently.

(e) Accordingly, COC has decided that Monitoring Committee shall manage the operations of the Corporate Debtor till the appointment of the new directors as nominated by the Resolution Applicant and thereafter until the Resolution Plan is fully implemented the operations of the Corporate Debtor shall be managed by the Board of Directors under the supervision of the Monitoring Committee. However, RA shall be permitted to introduce & appoint Directors upon payment of 25% of the plan value in the CIRP account. This 25% shall be inclusive of 10% of amount paid towards performance security, EMD & Bid Bond as per RFRP. Till the time



entire control is not handed over on full payment of plan value RA through its Board may be allowed to make payments upto a certain amount say upto Rs 1 lakh without approval of Monitoring Committee. Review of the limits may be approved by Monitoring Committee over the period to expedite the Implementation.”

34. As per Regulation 38(2)(d) of the CIRP Regulations, 2016, a resolution plan shall provide the manner in which the proceedings with respect to avoidance transactions and fraudulent/ wrongful trading is to be pursued and the manner in which the proceeds, if any, from such proceedings shall be distributed. In this respect, it is apposite to refer to clause 1.2.2.(f) in Chapter IV of the plan, which reads thus: -

“Any recoveries by the Corporate Debtor/Resolution Applicant from the erstwhile promoters/directors or other entities against avoidance transactions (PUFE transactions under IBC, 2016) shall be vested with Secured financial creditors (SFC). Post approval of the Resolution Plan by the Hon'ble NCL T, the pending applications, if any, shall be pursued by the Corporate Debtor. The expenses for pursuing/follow up of the pending Applications after the NCLT Approval date shall be borne by the Secured Financial Creditor though pursued by Corporate Debtor. The amount so recovered shall be paid to secured financial creditor after adjusting the expenses incurred for recovery of the same.”

Furthermore, the Applicant/ RP in Form – H, has provided the following details with respect to the pending proceedings regarding PUFE transactions: -



“20. Whether separate applications for Sections 43, 45, 66 related Sections in the Code as applicable have been filed regarding PUF E Transactions?”

- *Preferential Transactions under Section 43 of Code- I.A. No. 3899/2020 (pending for adjudication)*
- *Fraudulent Transactions under Section 66 of Code- I.A. No. 1486/2023 (pending for adjudication)*
- *Fraudulent Transactions under Section 66 of Code- I.A. No. 3029/2022 (pending for adjudication)”*

35. As per the requirement of Regulation 38(3)(a) of CIRP Regulations, 2016, a plan shall demonstrate that it addresses the cause of default by the Corporate Debtor. In this respect, it is relevant to refer to clause (8) of Chapter III of the resolution plan, which reads thus: -

“8. CAUSE OF DEFAULT

What we understand from perusal of the documents provided to us is that the promoters of the Corporate Debtor made wrong policy decisions. It seems that the Corporate Debtor was mainly funded through debts. Further, of course, the metal industry saw a slump at the relevant time. The expertise of the Applicant as mentioned aforesaid will address the cause of default.”

36. Further, with regard to Regulation 38(3)(b) (ibid) which provides for feasibility and viability of the plan, the Applicant/ RP has submitted that the compliance of the said provision can be seen from Chapter II and IV of the plan. Relevant excerpt of the same reads thus: -



2. TURNAROUND EXPERIENCE

Mr. Jatinder Pal Singh Hanjra is a seasoned professional and an entrepreneur with an MBA and Ph.D. in Physics/Materials Science. As a Senior Program Manager he managed programs valued over USD\$100MM at several US Federal Agencies including Departments of Veterans Affairs, State, Housing and Urban Development and NIH. As a senior program manager at GE Aircraft Engines he managed programs such as Remote Diagnostics of Aircraft and IAD (Industrial Aero-derivative) engines, Engine Services and acquisitions of engine repairs of life limited parts (LLP) such as Blades, Nacelles. As a senior program manager responsible for US Department of Affairs contracts, he revived struggling programs back into successful operations.

Mr. Hanjra has a long list of restoration and reviving failed projects and businesses. At GE, he resurrected Remote Diagnostics program for the IAD Engines, which was plagued by outdated monitoring hardware and software, and unreliable network connectivity. GE IAD Engines are used to generate power in Cruise Ships, Disney World, and many remote locations for US Military. GE was incurring significant costs in terms of warranty maintenance and unplanned shutdowns. Being a six-sigma Greenbelt, Mr. Hanjra utilized process improvement tools to identify critical problematic areas, strategized and executed the improvement plans. The improved process rollout included upgraded hardware, software, data integrity in the absence of connectivity, timely alert generation etc. Mr. Hanjra was recognized by the GM of GE Aircraft Engines, Engineering Division for cost savings of over \$50M per year. Similarly, Mr. Hanjra resurrected a defunct set of systems used to maintain LLP (Life Limited Parts) parts for Military Engines at GE Facility in Lynn, MA, and brought the facility to US Government compliance.

He founded Vet Serve Solutions LLC in 2016 that provides support and services to the various US Federal Agencies. As GSA Contract Holder, VetServe Solutions has won many contracts with US Department of State, INL (International Narcotics Law Enforcement) in Colombia, Ukraine, Mexico, Guatemala and other central American countries. The firm has won and successfully executed Department of Defense, HHS and VA contracts. VetServe Solutions has partnered with large corporations such as ManTech International and Booz Allen Hamilton for the US Federal government contracts.

Mr. Hanjra acquired Northern Virginia Home Health Care LLC in 2021. Northern Virginia Home Care had been a very successful business for many years until it ceased operations due to impact of the pandemic caused by the Coronavirus. Mr. Hanjra acquired the failing business, got it relicensed from the State of Virginia, obtained approval from US CMS (Centers for Medicare & Medicaid Services), obtained certification and accreditation from Virginia Department of Health (VDH), Virginia Department of Medicaid Services (DMAS) and insurance companies to provide home health care in the Northern Virginia area. As of December 2022, the firm is operational again and expected to exceed \$2MM in revenue by end of 2023.

3. CORE BUSINESS/ VALUES

Mr. Hanjra is a visionary leader with a passion for creativity, innovation, problem solving and achieving results. He has firm belief in human dignity, ingenuity and capabilities. He is very passionate about employees in his firms and strongly believes that the overall productivity of any firm is directly related to satisfied and happy employees. He believes that every employee deserves respect, empathy,



opportunity to excel, and be able to support his/her family. Some of core values Mr. Hanjra professes in his businesses are:

- Integrity
- Responsibility
- Fairness
- Accountability
- Diversity and Inclusion
- Collaboration, and
- Constant Improvement.

Mr. Hanjra is cognizant of the tremendous potential offered by India specifically in terms of industrial materials used in the civilian and defence sector applications. The timeliness of the drive by Indian Government to promote foreign investments, and Mr. Hanjra's motivation to contribute towards economic growth of motherland where he grew up, are a perfect combination for an innovative and entrepreneurial spirit to delve into opportunity such as presented by this acquisition. Mr. Hanjra intends to invest his heart and mind into this venture and succeed as he has in his past projects and businesses.

4. AWARDS AND RECOGNITIONS

Mr. Hanjra has been recognized for his professional exceptionalism, creative problem solving, innovative methods, business acumen and community service. Some of his recognitions are listed below:

- 2019 Excellence in Small Business Award (1-10 Employees) by Quantico Chamber of Commerce, Woodbridge, Virginia
- Recognition by US Department of State, INL Division at the US Embassy of Colombia, Bogota for successful and timely delivery of equipment and training to Colombian National Police personnel, in eradication of Cocoa planting under US Contract Number SINLEC17C0008.
- Recognition by US Department of Army, JROTC program for ahead of schedule delivery of Training Rifles to all JROTC schools in the US and Germany under the contract number W9124D18P0383.
- Award of Excellence by GE Aircraft Engines - Engineering Division, for superior performance in resurrection of Remote Diagnostics in the IAD Engines.
- Award of Excellence by GE Aircraft Engines – Engine Services Division for restoring defunct systems and processes to track, record and reports of Life Limited Parts of Military Engines, thus enabling GE to remain compliant with US DoD requirements.
- Program Manager of the Year 2014 by 7Delta Inc., for outstanding management of Hospital Management US Department of Veteran Affairs major initiative Integrated Hospital Operating Plan (IHOP).



37. As can be seen from clause (1) of Chapter II of the Resolution Plan, the SRA has stated that the plan is not in contravention of any law. Relevant excerpt of the same reads thus: -

“Resolution Applicant / associates have taken utmost care and diligence while preparing the Resolution Plan and thus hereby confirms that Resolution Plan is not in contravention of provisions of the Applicable Laws for the time being in force.”

38. It is pertinent to note that in chapter 10 of the Resolution Plan, the SRA has sought a number of reliefs and concessions from this Tribunal. Chapter 10 of the plan reads thus: -

“CHAPTER VII - RELIEFS AND CONCESSIONS

The Resolution Applicant prays that the Hon'ble Adjudicating Authority grant the following reliefs, concessions and dispensations as may be required for implementation of the transactions contemplated under this Resolution Plan in accordance with its terms and conditions to the Resolution Applicant:

- a) On receipt of the payment of their entire dues as per this Resolution Plan, the secured Creditors shall release their charge over the assets of all kinds, i.e., current assets as well as fixed assets/tangible assets as well as intangible assets of Corporate Debtor and corporate guarantees/indemnities issued by the Corporate Debtor for other persons shall also be released and no amount of any nature shall be payable either by the Resolution Applicant or by the Corporate Debtor alongwith No Dues Certificate will be issued in favour of CD/RA by the Financial creditors individually as well.*
- b) Upon complete implementation of the Resolution Plan, to withdraw any suits/ petitions/ applications filed against Corporate Debtor by the Creditors and any person or authority or entity whatsoever pending in any court of law and till such time, suits/ petitions/ applications be kept in abeyance from the NCLT Approval Date.*



- c) *The Resolution Applicant will have the option to prepay the dues of the financial creditors as committed under this Resolution Plan, without any additional levies.*
- d) *On receipt of the payment of their entire dues as per this Resolution: Plan, the financial creditors will provide following documents to the Corporate Debtor/ Resolution Applicant:*
- i. *Original & copy of title documents available with it for all properties on which creditors have charge along with physical possession in favour of RA;*
 - ii. *No due certificate in the name of the Corporate Debtor with clear word that nothing is due form the Corporate Debtor;*
 - iii. *Documents for vacation of charge to be filed before RoC; and*
 - iv. *Documents for vacation of charge to be filed by Banks before CERSAI.*
- e) *After the implementation of Resolution Plan, all the tangible assets and intangible assets and current assets of Corporate Debtor except written off will solely remain under the ownership and right of the Corporate Debtor and no person will have right on these assets in future.*
- f) *Liberty to change the name of the Corporate Debtor and the approval of the State Government without any tax implications.*
- g) *Income Tax Authority to provide the following reliefs/ concessions:*
- i. *Exempting the Corporate Debtor from Section 79 of the Income Tax Act, 1961 ("Income Tax Act");*
 - ii. *Waive all demands/ interest and penalty, disallowances of any carry forward losses including unabsorbed depreciation charged against the dues of the income tax authority till NCLT Approval Date;*



- iii. *Allowing the Corporate Debtor to carry forward its unabsorbed depreciation, business losses/ capital loss beyond statutory time limit of 8 (eight) assessment years under Section 72 of Income Tax Act and set off in subsequent years; in as much as in calculation of the period of limitation of 8 (eight) years under Section 72(3) of Income Tax Act for carry forward of losses, the years during which the net worth remained negative, be excluded;*
- iv. *No income tax will be attracted / payable on account of capital gain arising out of the transfer of shares to Resolution Applicant and/or other persons as nominated by him;*
- v. *Income Tax Department shall allow all the losses/ write offs done by the corporate debtor and wherein the income tax assessment is still pending. The reason for this is that the Resolution Applicant is not getting all these assets which have been written off by the Corporate Debtor prior to CIRP or which are not existent when the Resolution Applicant shall take the possession and control of Corporate Debtor;*
- vi. *To allow total loss brought forward (including unabsorbed depreciation) to be reduced from the book profit for the purposes of levy of minimum alternate tax under Section 115JB of the Income Tax Act;*
- vii. *Exemption from Section 41 of the Income Tax Act with respect to any Income which may arises due to write back of liabilities against the existing Brought Forward Losses and unabsorbed Depreciation pursuant to the Approval of the Resolution Plan.*
- viii. *During CIRP period ITRs have been filed without audited accounts, RA may be permitted to revise the filed ITR and further permitted carry forward the losses if any as quantified after audit of accounts (even if Belated Return) as if filed on original date for the purpose of claiming the Losses*



ix. *Carry forward of losses booked in the CIRP period to be permitted though the ITR was filed belated/not filed.*

h) *Respective authorities to consider the following:*

ii. *Waiver of all demands/ interest and penalty charged against the dues of the sales tax/ value added tax/ service tax/ goods and service tax till the NCL T Approval Date;*

iii. *Waiver of all the future/subsequent demands/claims/suits etc. related to the past events up to the approval of the Resolution Plan; iv. Waiver of stamp duty implications and any other levies for transfer of shares and other transactions contemplated in the Resolution Plan;*

iv *Input GST recoverable etc of respective zone(s) as per the audited accounts of 31/3 /2020 to be carried forward and be made available for utilization into new GST number to be allotted by respective zone(s).*

v. *Grant Required Approvals ie the approvals, consents, no-objections, sanctions required to be obtained by the Resolution Applicant(s) under Applicable laws.*

vi. *As shares may be acquired by a Foreign Citizen thus the approval as required under FEMA and regulations thereof shall deemed to be complied with and no valuation for the transfer of the shares from resident to.non-resident shall be additionally required. The value of Shares as being paid by RA shall be taken as legal and final valuation wrt all rules & regulations and the FEMA requirements with respect to the pricing/valuation of shares for such transfer shall be deemed to be complied.*

vii. *External Commercial Borrowings eligibility as required under FEMA rules and regulations shall be deemed to be approved for raising the funds for acquisition of stressed entity/asset.*



viii. RA/Corporate Debtor is entitled to appoint statutory auditor , counsels, advocates, staff etc as may be required for conducting the business as going concern wef NCLT approval date.

- i) On approval of the Resolution plan by the Hon'ble NCLT, all the present or future litigations, proceedings of whatever nature, including those relating to direct or indirect taxation, or of any other nature, in respect of the issues, claims, etc., (except the suits/proceedings initiated by the creditors which shall be kept in abeyance till the complete payment as per the Resolution Plan is received), pertaining to the period prior to the date of approval of the Resolution Plan qua the Corporate Debtor, shall stand closed immediately and the Corporate Debtor, Resolution Applicant, Financial Creditors or the Resolution Professional shall not be liable for any civil, criminal or any other consequence including penalty arising therefrom. The suits etc kept in abeyance as filed by the creditors etc shall be automatically closed upon receipt of the amounts stated as payable in the Resolution Plan.
- j) Waiver of for any past liabilities, penalties and any form of payment by way of late fees, damages etc. which occurred or become due because of any non- compliance related to Companies Act till the NCLT Approval Date.
- k) All claims, rights of existing Promoter/ Promoter group against the Corporate Debtor, unless covered in the Resolution Plan, shall stand irrevocably and unconditionally extinguished and ineffective on approval of Resolution Plan by NCLT.
- l) Time period of 12 (twelve) months from the NCLT Approval Date be made available to the Resolution Applicant/Corporate Debtor to ensure compliance in relation to non-compliance of Applicable laws by the Corporate Debtor to any period up to NCLT Approval Date without any additional fees, interest and penalty.
- m) Subject to the provisions of Section 32A of the IBC, the Resolution Applicant or the Corporate Debtor or any new Person in management and control of the Corporate



Debtor on and from the NCLT Approval Date, as the case may be, shall not be held liable for any continuing non-compliance (including for any interest and penalty) of the Corporate Debtor Under any Applicable Law which non-compliance had arisen prior to NCLT Approval Date.

- n) The RoC to take on record upon approval of Resolution Plan by the Hon'ble Adjudicating Authority, without further compliances.*
- o) 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 such business permits to provide reasonable time period of at least 12 (twelve) months after the NCL T Approval Date in order for the Resolution Applicant to assess the status of business permits and applicable laws without initiating any action, proceeding in relation to non-compliance, and to permit the Resolution Applicant to continue to operate the business of the Corporate Debtor as carried out prior to the NCLT Approval Date.*
- p) 100% extinguishment of unclaimed amount of all other Central and State Government Authorities (Including dues of Land Revenue Department (if any) up to NCLT Approval Date.*
- q) Any unclaimed amounts (including the retirement benefits, except provident funds and gratuity etc.), shall also stand extinguished from the NCLT Approval Date.*
- r) Workmen/employees who have not lodged their claims or if any amount has not been provided for in the Resolution Plan, shall stand extinguished after the approval of the Resolution Plan.*
- s) From the NCLT Approval Date, any onerous contract entered into by the Corporate Debtor subsisting before the approval of Resolution Plan shall stand terminated, without any liability and obligation on part of the Corporate Debtor/ Resolution Applicant.*



- t) *On the approval of the Resolution Plan by Hon'ble Adjudicating Authority, the Resolution Applicant shall be the sole beneficiary of any amount recovered by the Resolution Applicant post acquisition, previously written off by the Corporate Debtor. Further, the Resolution Applicant shall have full right to recover/ proceed against the party whose account is recoverable in the books of Corporate Debtor as on the NCLT Approval Date and the Resolution Applicant shall be the sole beneficiary of the amount so recovered.*
- u) *All liabilities which may arise due to issuance of corporate guarantees, indemnities, etc. provided by the Corporate Debtor (whether known or unknown) shall stand extinguished and ineffective on the NCLT Approval Date.*
- v) *Other than persons receiving financial settlement under the Resolution Plan, no payments or settlements (of any kind) shall be made to any other person or entity in respect of claims filed under the ORP and all claims (including, for avoidance of doubt, any un-verified portion of their claims, rejected) against the Corporate Debtor shall stand irrevocably and unconditionally abated, settled and extinguished in perpetuity on and with effect from NCL T Approval Date.*
- w) *Except the actions taken or the right to take such actions against the guarantors by the Financial Creditors of the Corporate Debtor, any invocation or appropriation or enforcement action already taken in respect of any security, guarantee/indemnities pledge, charge, encumbrance granted or created by the Corporate Debtor, or in respect of any asset of the Corporate Debtor in connection with any financial debt or any other debt or obligation of the Corporate Debtor, at any time prior to the NCLT Approval date shall stand automatically revoked and cancelled and deemed null and void upon payment of the entire resolution amount to the creditors and all liabilities and obligations in relation to such security, guarantees/indemnities, pledge, charge, encumbrance granted or created by the Corporate Debtor, or in respect of any asset of the Corporate Debtor shall be deemed to*



have been permanently extinguished with effect from the date of such payment.

- x) On making payment as per Resolution Plan, encumbrances, security interest, liens, and/or attachments created over the assets of the Corporate Debtor or over the securities of the Corporate Debtor, whether by contract or by applicable law, shall stand conditionally and irrevocably released and reversed, without the requirement of any further deed or action on part of the Resolution Applicant or the Corporate Debtor.*
- y) Although Resolution Plan is prepared with utmost care and due diligence in spite of that if in future any hidden financial liability towards discharge of any legal obligation, of any nature whether known or unknown, defined or non-defined, admitted or non-admitted, arise on Resolution Applicant, the Resolution Applicant must be protected from such liability and must be allowed to approach Hon'ble Adjudicating Authority for reliefs, if needed.*
- z) All the power of attorneys provided to any person by the Corporate Debtor shall stand revoked/ ineffective/ null and void, immediately on the NCLT Approval Date.*
- aa) The Corporate Debtor and the Resolution Applicant are responsible only for the liabilities specifically mentioned and undertaken by it in the Resolution Plan. To clarify, the Resolution Applicant shall not be responsible for the liabilities not mentioned/ undertaken in the Resolution Plan.*
- bb) Any amount except recorded in the books of account, recoverable on account of any nature after the approval of the Resolution Plan will solely be under the right/control/ownership of the Resolution Applicant and no one else will have any right on such receipts;*
- cc) Waiver of the dues of Creditors who have not filed claims;*
- dd) It is prayed that the Corporate Debtor shall not be denied any benefit under any Applicable Laws, government schemes, policy, incentives including but not limited to Income Tax Act, Goods and Service Tax Act,*



2017, etc: merely on account of unavailability of supporting documents (including but not limited to purchase invoices, shipping bill, bill of export, etc.) and all stakeholders should cooperate with the Corporate Debtor for claiming any such amount.

- ee) All the dues/claims of the Customs Department, Director General of Foreign Trade, any other Revenue or Tax Authority for any amount, dues, incentives, export incentives, duties, duty drawbacks, tax, revenue, interest, penalties etc. crystallized or not crystallized, liquidated or not liquidated, contingent or not contingent, presently claimed or not. claimed, under litigation or not under litigation from the Corporate Debtor shall be deemed to be extinguished on the NCLT Approval Date.
- ff) All the outstanding negotiable instruments issued by the Corporate Debtor including but not limited to demand promissory notes, post-dated cheques and letter of credit, shall stand terminated and the Corporate Debtor's liability under such instruments shall stand extinguished without any further deed or action on part of the Resolution Applicant or the Corporate Debtor or any other Person. However, if any action is initiated against any third party, then in no circumstances, such third party can exercise any subrogation rights against the Corporate Debtor.
- gg) The guarantors that have provided guarantees for and on behalf of the Corporate Debtor and in order to secure the debt availed by the Corporate Debtor shall not be entitled to exercise any subrogation rights in respect of such guarantees.
- hh) Where any event upon happening or not happening of which any contingent liability of the Corporate Debtor arises, on or before the NCL T Approval Date so as to crystallize such contingent liability as a liability or to give a cause to any person to hold any claim or demand against the Corporate Debtor in terms of such contingent liability; shall stand settled, abated, extinguished and satisfied, irrespective of whether any claim or demand has been made in this regard or has come to the notice or knowledge of the Corporate Debtor or the Resolution



Applicant and the same shall not devolve upon the Resolution Applicant or the Corporate Debtor in any manner whatsoever.

- ii) Subject to the rights available to the counter party, the Resolution Applicant, post the NCLT Approval Date, reserves the right to terminate or re-negotiate any and/or all agreements deeds or contracts or other similar rights or entitlements whatsoever entered into with any third party by the Corporate Debtor, without any recourse to the Corporate Debtor, by such third party, for any claim of specific performance, damages or indemnity from the Corporate Debtor and without any penalty, charges, fees, fines or liabilities pursuant to such agreements, deeds or contracts.*

- jj) Subject to and in accordance with RBI circular DBR.No.BP.BC.45/21.04.048/2018-19 dated 07 June 2019, the financial creditors give their consent, effective from the Implementation Date, for regularization and asset classification of all accounts of the Corporate Debtor as 'Standard' for the purposes of all Applicable Laws, all ratings including credit rating, credit score or internal reports of the lenders and accordingly, the financial creditors shall take all necessary actions and shall provide an intimation to the Corporate Debtor at the earliest and in any case within 30 (thirty) Business Days from the Implementation Date confirming the compliance with the aforesaid.*

- kk) Subject to and in accordance with RBI circular DBR.No.BP.BC.45/21.04.048/2018-19 dated 07 June 2019, the financial creditors hereby give their consent, effective from the NCLT Approval Date, for declassification of the Company under the lists of defaulters / willful defaulters / fraud etc in the records of the lenders after receiving the payment(s) stipulated in the Resolution Plan. (*

- ll) Dealership of the erstwhile company to be restored as may have been withdrawn by various entities to enable the resumption of the Wholesale Trade.*



mm) *The Corporate Debtor and all its facilities shall continue to receive supply of essential supplies, goods and services on an uninterrupted basis during Monitoring Period wef NCLT Approval Date, and shall not for any reason be shut down or restricted in its activities in any manner.”*

39. It is pertinent to note that in Form- H, the Applicant/ RP has stated that the average fair value and average liquidation value of the CD is Rs. 21,95,35,600/- and Rs. 17,27,42,370/- respectively. Thus, we find that the value of the plan is more the fair value of the Corporate Debtor, assessed by the valuers appointed by the RP in terms of the provisions of Regulation 27 of CIRP Regulations, 2016 r/w Regulation 35 thereof.

40. Besides, we note that in terms of the judgment of Hon'ble Supreme Court in the case of **Committee of Creditors of Essar Steel India Limited Through Authorised Signatory vs. Satish Kumar Gupta & Ors.** [Civil Appeal No. 8766-67 of 2019], it is the subject matter of commercial wisdom of CoC to take decision regarding the amount of bid offered by SRA and the scope for this Tribunal to interfere on such issues is negligible. The above view was also reiterated by Hon'ble Supreme Court in **Ebix Singapore Private Limited vs. Committee of Creditors of Educomp Solutions Limited & Anr.** (Civil Appeal No. 3224 of 2020) wherein the Hon'ble Court ruled that the scope of examination of the application for approval of Resolution Plan by this Tribunal is confined to the provisions of Section 30(2) of IBC, 2016. Para 153 of the Judgment reads thus: -

“153. Regulation 38(3) mandates that a Resolution Plan be feasible, viable and implementable with specific timelines. A Resolution Plan whose implementation can be withdrawn at the



behest of the successful Resolution Applicant, is inherently unviable, since open-ended clauses on modifications/withdrawal would mean that the Plan could fail at an undefined stage, be uncertain, including after approval by the Adjudicating Authority. It is inconsistent to postulate, on the one hand, that no withdrawal or modification is permitted after the approval by the Adjudicating Authority under Section 31, irrespective of the terms of the Resolution Plan; and on the other hand, to argue that the terms of the Resolution Plan relating to withdrawal or modification must be respected, in spite of the CoC's approval, but prior to the approval by the Adjudicating Authority. The former position follows from the intent, object and purpose of the IBC and from Section 31, and the latter is disavowed by the IBC's structure and objective. The IBC does not envisage a dichotomy in the binding character of the Resolution Plan in relation to a Resolution Applicant between the stage of approval by the CoC and the approval of the Adjudicating Authority. The binding nature of a Resolution Plan on a Resolution Applicant, who is the proponent of the Plan which has been accepted by the CoC cannot remain indeterminate at the discretion of the Resolution Applicant. The negotiations between the Resolution Applicant and the CoC are brought to an end after the CoC's approval. The only conditionality that remains is the approval of the Adjudicating Authority, which has a limited jurisdiction to confirm or deny the legal validity of the Resolution Plan in terms of Section 30 (2) of the IBC. If the requirements of Section 30(2) are satisfied, the Adjudicating Authority shall confirm the Plan approved by the CoC under Section 31(1) of the IBC.”

41. As far as the issue of reliefs and concessions which fall in the jurisdiction of different Government Authorities, and/ or are subjected to the provisions of different laws for the time being in force are concerned, it is made clear that the amount payable by the SRA in terms of the plan to different creditors, stakeholders, and to keep the Corporate Debtor as a going concern cannot be subject to any condition, assumptions, relief/ concessions and/ or qualification. It also needs to be underlined that the



provisions of Section 31(4) of IBC, 2016 mandates the Resolution Applicant to obtain the necessary approval required under any law for the time being in force within a period of one year from the date of approval of the resolution plan by the Adjudicating Authority under Section 31 of the IBC, 2016. In terms of the provisions of Section 14 of the Code even during the period of CIRP, no default in payment of current dues is a precondition for continuation of the License, Permit, Registration and similar rights. Thus, even during the moratorium period, some of the facilities forming part of the reliefs and concessions sought are made available to the CD only when there is no default in payment of the current dues. On approval of the Resolution Plan, the SRA/CD cannot be put on a better footing by exempting it from paying its legitimate dues under the law. For the sake of convenience, the explanation below Section 14 of the code is extracted below:

“14. Moratorium. –

(1) Subject to provisions of sub-sections (2) and (3), on the insolvency commencement date, the Adjudicating Authority shall by order declare moratorium for prohibiting all of the following, namely: -

(a)

(b)

(c)

(d) the recovery of any property by an owner or lessor where such property is occupied by or in the possession of the corporate debtor.

Explanation.- For the purposes of this sub-section, it is hereby clarified that notwithstanding anything contained in any other law for the time being in force, a licence, permit, registration, quota, concession, clearance or a similar grant or



right given by the Central Government, State Government, local authority, sectoral regulator or any other authority constituted under any other law for the time being in force, shall not be suspended or terminated on the grounds of insolvency, subject to the condition that there is no default in payment of current dues arising for the use or continuation of the license, permit, registration, quota, concession, clearances or a similar grant or right during the moratorium period;

(Emphasis Supplied)

42. In any case, in terms of the provisions of Sections 13 and 15 of the IBC 2016 read with Regulations 6, 6A, 7, 8, 8A, 9 and 9A of IBBI (Insolvency Resolution Process for Corporate Persons) Regulations 2016, all the claimants such as Operational Creditors, Financial Creditors, Creditors in Class, Workmen and Employees and other Creditors can raise their claims before the IRP/RP. The claims are dealt with by IRP in terms of the provisions of Section 18(1)(b) of the IBC, 2016 and by RP in terms of the provisions of Section 25(1)(b) thereof read with Regulations 12A, 13 and 14 of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016. Thereafter, the RP prepares an Information Memorandum in terms of the provisions of Regulation 36(2) of IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016. The Memorandum contains inter alia a list of creditors containing the range of creditors, the amounts claimed by them, the amount of their claim admitted and the security interest if any in respect of such claims. As has been provided in Regulation 36(1) of the Regulations (ibid), the Information Memorandum is required to be submitted in electronic form to each member of CoC, on or before 95th day from the Insolvency commencement date. As has been provided in Regulation 36A of the Regulations the RP publish brief



particulars of the invitation for Expression of Interest in Form G of Schedule I to the Regulations at the earliest i.e. not later than 60th day from the Insolvency commencement date, from interested and eligible Prospective Resolution Applicants to submit Resolution Plans. As can be seen from Regulation 36B of the Regulations, the RP shall issue Information Memorandum Evaluation Matrix (IMEM) and request for Resolution Plans, within 5 days of the date of issue of provisional list of eligible Prospective Resolution Applicants (required to be issued under Regulation 36A(10) of the Regulations). It is with reference to such Information Memorandum Evaluation Matrix that the RP issues request for Resolution Plan. The request for Resolution Plan details each step in the process and the manner and purposes of interaction between the Resolution Professional and the Prospective Resolution Applicant. The Resolution Plan submitted after consideration of the IMEM and RFRP is then examined by the Committee of Creditors. Nevertheless, it needs to satisfy the requirements of Regulation 37 and 38 of the extant Regulations. Once the plan is approved by the CoC, in terms of the provisions of Regulations 39 of the aforementioned Regulations, it virtually becomes a contract entered into between the CD represented through RP, SRA and the Creditors of the CD. On being approved by this Adjudicating Authority, by operation of Section 31(1) of the Code, the plan becomes binding on the Corporate Debtor and its employees, members, creditors (including the Central Government, any State Government or any local authority to whom a debt in respect of the payment of dues arising under any law for the time being enforced such as



authorities to whom statutory dues are owed, guarantors and other stakeholders involved in the Resolution Plan. Thus, Section 31(1) of IBC, 2016, takes care of most of the relief/concession/waiver solicited by the Resolution Applicant.

43. Besides, in terms of the provisions of Section 32A, for an offence committed prior to the commencement of the Corporate Insolvency Resolution Process, the liability of the CD ceases and the CD is not liable to be prosecuted from the date of approval of Resolution Plan by this Adjudicating Authority, if the Resolution Plan results in change of management or control of the CD to a person who was not promotor or in the management or control of the CD or a related party of such a person or a person with regard to whom the concerned Investigating Agency has reason to believe that he had abated or conspired for the commission of the offence and has submitted or filed a report or a complaint to the relevant statutory authority or Court. In such cases, where the prosecution is instituted against the CD, during CIRP, the CD stands discharged qua the same from the date of approval of the Resolution Plan. Nevertheless, every person who was a designated partner as defined in clause (j) of Section 2 of the Limited Liability Partnership Act, 2008, “an officer who is in default” as defined in Clause (60) of Section 2 of Companies Act, 2013 or was in any manner in charge of, or responsible to the CD for the conduct of his business or associated with the CD in any manner and was directly or indirectly involved in the commission of an offence as per the report submitted or complaint filed by Investigating Agency shall continue to be



liable to be prosecuted and punished for such an offence committed by the Corporate Debtor notwithstanding the Corporate Debtors' liability ceases after approval of the plan.

44. In the wake of the provisions of Section 32A(2), no action is taken against the property of the Corporate Debtor in relation to an offence committed prior to the commencement of the Corporate Insolvency Resolution Process of the CD, where such property is covered under Resolution Plan approved by this Authority under Section 31, which result in the change in the control of the CD to a person who was not a promotor or in the management or control of the Corporate Debtor or related party of such person or a person with regard to whom the Investigating Agency has reason to believe that he had abated or conspired for commission of the offence and has submitted or filed a report or complaint to the relevant statutory authority or Court.

45. The action against the property of the Corporate Debtor as referred to in Section 32A of the Code includes the attachment, seizure, retention or confiscation under such law as may be applicable to the Corporate Debtor. One may also be not oblivious of the fact that in the backdrop of provisions of Section 31(3)(a) of the IBC, 2016, the moratorium order passed by the Adjudicating Authority under Section 14 ceases to have effect. In sum and substance, the SRA/CD would be entitled to no other relief/concession/waiver except those, which are available to it as per the provisions of Section 31(1) and 32A of IBC, 2016.



46. In any case, the SRA has also stated in the Resolution Plan that the plan is unconditional. Relevant excerpt of the same reads thus: -

“In case of any change or modification to any of the reliefs, concessions and dispensations as sought under this Chapter, including where the Hon'ble Adjudicating Authority or any Appellate Authority/ Courts decline to grant or reject or stay the order of the Hon'ble Adjudicating Authority, the Resolution Applicant shall be at the liberty for taking all such actions, making applications and seeking approvals in order to obtain these reliefs and concessions for effective implementation of the Resolution Plan. However, the RA hereby declares that these reliefs, concessions and dispensations as sought under this Chapter do not constitute condition precedent for implementation of the Resolution Plan and thus modification or denial of any or more of them shall not impact the validity, bindingness and the implementation of the Resolution Plan.”

(Emphasis Supplied)

47. It is further directed that the SRA shall implement the plan as per the timelines indicated in the Resolution Plan.

48. In the backdrop of aforementioned factual position, discussion, analysis and findings, the IA-16/2024 filed by the Applicant/ RP for approval of the Resolution Plan is allowed. The Plan submitted by the SRA, certified by the RP by issuing a certificate in prescribed form viz. Form “H”, is approved.

49. As a sequel, we issue the following directions: -

- i.** The approved Resolution Plan shall become effective from the date of passing of this Order and shall be implemented strictly as per the term of the plan and implementation schedule given in the Plan;



ii. The SRA/CD would be entitled to no other reliefs/ concessions/waivers except those are available/ permissible to it as per the provisions of Section 31(1) and 32A of IBC, 2016. The SRA is at liberty to approach the relevant authorities who would consider these claims as per the provisions of the relevant law in an expeditious manner;

iii. Following steps would be taken in terms of the resolution plan: -

SL. NO.	STEP TO BE TAKEN	TIMELINE
1.	Constitution of Monitoring Committee	X+5 days
2.	Payment of unpaid CIRP Cost	X+89 days
3.	Payment to Operational Creditors	X+89 days
4.	Payment to Secured Financial Creditors	X+90 days
5.	Payment to Unsecured Financial Creditors	X+89 days
6.	Appointment of new directors in the board of CD	X+89 days
7.	Infusion of 25 % the plan value	X+89 days
8.	Transfer of all existing shares and issue of fresh shares	X+90 days

iv. **It is clarified that “X” in the above table would imply the date of this order and not signing of Definitive agreement.**

v. The order of the moratorium in respect to the corporate debtor passed by this Adjudicating Authority under Section 14 of the IBC, 2016 shall cease to have effect from the date of passing of this Order;

vi. The SRA shall act in terms of the provisions of Section 31(4) of IBC 2016;



- vii.** The Monitoring Committee shall file progress report regarding implementation of the Plan before this Tribunal, every month;
 - viii.** The RP shall forward all the records relating to the conduct of the CIRP and the Resolution Plan to the IBBI for its record and database;
 - ix.** The RP shall also forthwith send a copy of this order to the participants and the Resolution Applicant. He would also send a copy of this order to the ROC concerned within 15 days of this order;
 - x.** The RP shall intimate each claimant about the principle or formulae, as the case may be, for payment of debts under the Plan;
- 50.** The Court Officer and Resolution Professional (RP) shall forthwith make available/send a copy of this Order to the CoC and the Successful Resolution Applicant (SRA) for immediate necessary compliance.
- 51.** A copy of this order shall also be sent by the Court Officer and Applicant to the IBBI and RoC for their record.

Sd/-
(ANIL RAJ CHELLAN)
MEMBER (T)

Sd/-
(ASHOK KUMAR BHARDWAJ)
MEMBER (J)