



NATIONAL COMPANY LAW TRIBUNAL
INDORE SPECIAL BENCH
COURT NO. 1

ITEM Nos.303 to 306
(MP) CP(IB) 71 of 2020

Proceedings under Section 7 IBC

IN THE MATTER OF:

S K Dutta & Ors
V/s
Global Mega Ventures Pvt Ltd

.....Applicants

.....Respondent

Order delivered on 28/07/2025

Coram:

Shammi Khan, Hon'ble Member(J)
Sanjeev Sharma, Hon'ble Member(T)

ORDER
(Hybrid Mode)

(MP) CP(IB) 71 of 2020, IA/199(MP)2022, IA/45(MP)2024 & IA/271(MP)2024

All these cases are fixed for pronouncement of the order. The order is pronounced in open Court *vide* separate sheet.

-SD-

SANJEEV SHARMA
MEMBER (TECHNICAL)

Neeraj

-SD

SHAMMI KHAN
MEMBER (JUDICIAL)



**BEFORE THE ADJUDICATING AUTHORITY
NATIONAL COMPANY LAW TRIBUNAL
SPECIAL INDORE BENCH, AT INDORE**

**CP (IB) No.71/7/MP/2020
With
IA No. 199/MP/2022, IA No. 45/MP/2024,
and IA No. 271/MP/2024**

(An application under Section 7 of the Insolvency and Bankruptcy Code, 2016, read with Rule 4 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016)

In the Matter of: Global Mega Ventures Private Limited

MEMO OF PARTIES

- 1. S.K. Dutta** (Swapan Kumar Dutta)
S/o Shri S.P. Dutta R/o E104,
Octacrest Lokhandwala Khandivali,
East Mumbai, Maharashtra-400101.
- 2. Sudhanshu Saksena**
S/o Shri Lalta Prasad Saksena
R/o House No.-71/302, Mansarover,
Jaipur, Rajasthan-302020.
- 3. Prafull Kumar Chaurasia**
S/o Shri Ram Dayal R/o A-1004,
Angel Mercury, Ahinsa Khand-2,
Indirapuram, Ghaziabad (UP)-201014.
- 4. Amol Kshirsagar**
S/o Shri Anil Kumar Kshirsagar
R/o C 608, 6th floor,
Jain Heights East Parade,
Vignan Nagar Bengaluru-560037.
- 5. Pranav Shrivastava**
S/o Shri S.C. Srivastava
R/o DK-2/138/2, Danish Kunj,
Kolar Road, Bhopal, Madhya Pradesh.



- 6.** Yogendra Srivastava
S/o Shri B. Srivastava
R/o E-7/1, Danwantri Parishar,
Near Shahpur Masjid, Huzur,
Bhopal, Madhya Pradesh-462016.
- 7.** Akhilesh Kumar Khare
S/o Shri Girish Chandra Khare
R/o HIG-14, Bandhavgarh Colony,
Satna (M.P.) PIN-485005.
- 8.** Jitendra Sharma
S/o Shri Dilip Sharma 604,
Anvaya Apartments, Makaraba Road,
Opp. Torrent Power Station, Vejalpur,
Ahmedabad, Gujarat 380051.
- 9.** Mrs. Swati Khare
W/o Shri Sanjay Kumar Khare
R/o 1-B, DAVV Campus, RNT Marg,
Indore, Madhya Pradesh-452001.
- 10.** Avinash Ajane [Through Mr. Ankur Ajane]
S/o Shri Keshao Vinayakarao Ajane
R/o House No.-201, Rajat Nahar,
Piplani, Bhopal, Madhya Pradesh-462021.
- 11.** Dr. Arun Kumar Gupta
S/o Late Shri G.D. Gupta
R/o 199-200, Prabhu Nagar Towers,
Idgah Hills, Bhopal, Madhya Pradesh-462001.
- 12.** Hemant Kumar Narbaria
S/o Shri R.D. Narbaria
R/o Near Honda Agency,
Patel Colony, Datia,
Madhya Pradesh-475661.
- 13.** Rahul Saboo
S/o Shri Ashok Kumar Saboo
R/o Tower Chowk, Saboo Bhawan,
Freeganj, Ujjain, Madhya Pradesh-456010.



- 14.** Prashant Mandal
S/o Shri P.N. Mandal
R/o 150/98, Saket Nagar,
Bhopal, Madhya Pradesh-462024.
- 15.** Mrs. Sanju Vasdev
D/o Late Shri Om Prakash
R/o H.No.-200, Sector-17,
Huda Urban Estate, Jagadhri,
Yamuna Nagar, Haryana-135001.
- 16.** Kumar Siddhartha
S/o Shri Deo Nandan Singh
R/o Sariya Factory, Muzaffarpur,
Bihar-843126.
- 17.** Sanjay Kharait S/o
Late Shri Shankar Rao Kharait
R/o G-1, Sharad Homes, 372,
Rachna Nagar, Govindpura,
Bhopal, Madhya Pradesh-462023.
- 18.** Sandeep Sapra
S/o Late Shri O.P. Sapra
R/o 157, Flamingo, Aakriti Eco City,
Bawadia Kala Bhopal, Madhya Pradesh.
- 19.** Saurabh Singh
S/o Shri N.K. Singh
R/o Shilpi Upvan, Juhi-15,
Anantpur, Near Jania College,
Rewa, Madhya Pradesh.
- 20.** Alok Dev S/o Shri H.D. Dev
R/o Flat No. 903, Tower A,
Lodha Aurum Grande,
Kanjurmarg East, Mumbai,
Maharashtra-400042.
- 21.** Arnab Nath
S/o Shri Jiban Kanai Nath,



R/o No. 3 Samarth Parisar E-8
Extension, Bawadia Kalan, Bhopal,
Madhya Pradesh - 462039

22. Ashif Mandal

S/o Shri A.M. Mandal,
R/o H. No.91, Ashok Vihar,
Nagar Nigam Colony Ashoka Garden,
Bhopal, Madhya Pradesh.

23. Beerendra Raghuwanshi

S/o Shri Dwarka Raghuwanshi,
R/o Sr. L.I.G-1!9 Amrawati Colony,
Near AIIMS, Bhopal, Madhya Pradesh.

24. Mrs. Manju Gade

W/o Shri Pramod Gade,
R/o HIG -402, 4th Floor,
Block No. C, A B Smart City,
Phase I Katara Hills, Huzur, Bhopal
Madhya Pradesh -462043.

25. Nakul Vyas

S/o Shri Santosh Kumar Vyas
R/o BS -57, Sector 4, Global Park City,
Katara Bhopal, Madhya Pradesh.

26. Neelima Gurung Tamang

W/o Sh. Shiv Kumar Tamang
R/o B-95/6 Kamla Nagar,
Kotra, Sultanabad,
Madhya Pradesh

27. Sanjay Handa

S/o Shri A.K. Handa
R/o 1 Kerva Dam Road,
Bhopal, Madhya Pradesh.

.....Applicants/Financial Creditors



V E R S U S

Global Mega Ventures Private Limited

CIN No.-U45201MP2004PTC016609

Through its Director(s)

Having registered office at:

Park City, Katara Hills, Bhopal,

Madhya Pradesh-462043.

.....**Respondent/Corporate Debtor**

Order Pronounced On: 28.07.2025

C O R A M:

SH. SHAMMI KHAN, HON'BLE MEMBER (JUDICIAL)

SH. SANJEEV SHARMA, HON'BLE MEMBER (TECHNICAL)

A P P E A R A N C E:

For the Applicants/FCs : Mr. Mohit Kr. Auluck, Advocate.

For the Respondent/CD : Mr. Saurabh Pandey, Advocate a.w.

Mr. Akshat Aggarwal, Advocate.

O R D E R

Per Bench

**CP (IB) No.71/7/MP/2020. With IA No. 199/MP/2022,
IA No. 45/MP/2024, and IA No. 271/MP/2024**

1. This Petition CP (IB) No.71/7/MP/2020 was initially filed on **22.09.2020** by the Applicants -Mr. S.K. Dutta & 19 others (hereinafter referred to as "**Financial Creditors**") against the Respondent - **Global Mega Ventures Private Limited** (hereinafter referred to as "**Corporate Debtor**") under



Section 7 of the Insolvency and Bankruptcy Code, 2016 (hereinafter referred to as “**IBC, 2016**”) read with Rule 4 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016 (hereinafter referred to as “**IB (AAA) Rules, 2016**”) for initiation of Corporate Insolvency Resolution Process (**CIRP**), to appoint Interim Resolution Professional (hereinafter referred to as “**IRP**”) and declare the moratorium for having defaulted of Financial Debt.

2. On Perusal of initial Part-I, of Form-1 revealed that initially the Petition was filed by the following 20 Applicants/Financial Creditors against the Respondent/Corporate Debtor: -

1. Mr. S.K. Dutta (Swapan Kumar Dutta) S/o Shri S.P. Dutta R/o E104, Octacrest Lokhandwala Khandivali, East Mumbai, Maharashtra-400101;
2. Mr. Sudhanshu Saksena S/o Shri Lalta Prasad Saksena R/o House No.-71/302, Mansarover, Jaipur, Rajasthan-302020;
3. Mr. Prafull Kumar Chaurasia S/o Shri Ram Dayal R/o A-1004, Angel Mercury, Ahinsa Khand-2, Indirapuram, Ghaziabad (UP)-201014;
4. Mr. Amol Kshirsagar S/o Shri Anil Kumar Kshirsagar R/o C 608, 6th floor Jain Heights East Parade, Vignan Nagar Bengaluru-560037;
5. Mr. Pranav Shrivastava S/o Shri S.C. Srivastava R/o DK-2/138/2, Danish Kunj, Kolar Road, Bhopal, Madhya Pradesh;



6. Mr. Yogendra Srivastava S/o Shri B. Srivastava R/o E-7/1, Danwantri Parishar, Near Shahpur Masjid, Huzur, Bhopal, Madhya Pradesh-462016;
7. Mr. Akhilesh Kumar Khare S/o Shri Girish Chandra Khare R/o HIG-14, Bandhavgarh Colony, Satna (M.P.) PIN-485005;
8. Mr. Jitendra Sharma S/o Shri Dilip Sharma R/o 604, Anvaya Apartments, Makaraba Road, Opp. Torrent Power Station, Vejalpur, Ahmedabad, Gujarat 380051;
9. Mrs. Swati Khare W/o Shri Sanjay Kumar Khare R/o 1-B, DAVV Campus, RNT Marg, Indore, Madhya Pradesh-452001;
10. Mr. Avinash Ajane [Through Mr. Ankur Ajane] S/o Shri Keshao Vinayakarao Ajane R/o House No.-201, Rajat Nahar, Piplani, Bhopal, Madhya Pradesh-462021;
11. Dr. Arun Kumar Gupta S/o Late Shri G.D. Gupta R/o 199-200, Prabhu Nagar Towers, Idgah Hills, Bhopal, Madhya Pradesh-462001;
12. Mr. Hemant Kumar Narbaria S/o Shri R.D. Narbaria R/o Near Honda Agency, Patel Colony, Datia, Madhya Pradesh-475661;
13. Mr. Rahul Saboo S/o Shri Ashok Kumar Saboo R/o Tower Chowk, Saboo Bhawan, Freeganj, Ujjain, Madhya Pradesh-456010;
14. Mr. Prashant Mandal S/o Shri P.N. Mandal R/o 150/98, Saket Nagar, Bhopal, Madhya Pradesh-462024;
15. Mrs. Sanju Vasdev D/o Late Shri Om Prakash R/o H.No.-200, Sector-17, Huda Urban Estate, Jagadhri, Yamuna Nagar, Haryana-135001;
16. Mr. Kumar Siddhartha S/o Shri Deo Nandan Singh R/o Sariya Factory, Muzaffarpur, Bihar-843126;
17. Mr. Sanjay Kharait S/o Late Shri Shankar Rao Kharait R/o G-1, Sharad Homes, 372, Rachna Nagar, Govindpura, Bhopal, Madhya Pradesh-462023;



18. Mr. Sandeep Sapra S/o Late Shri O.P. Sapra R/o 157, Flamingo, Aakriti Eco City, Bawadia Kala, Bhopal, Madhya Pradesh;
 19. Mr. Saurabh Singh S/o Shri N.K. Singh R/o Shilpi Upvan, Juhi-15, Anantpur, Near Janta College, Rewa, Madhya Pradesh;
 20. Mr. Alok Dev S/o Shri Shiv Ram Prasad R/o Flat No. 301, B-Wing, Akshay Apartment, Off. Chikuwadi Link Road, Borivali (East), Mumbai, Maharashtra-400066.
- 3.** This Petition was filed through the Applicant No.2, Mr. Sudhanshu Saksena, for self and on behalf of other Applicants. He has been authorised by the other Applicants through Authority Letters dated 20.08.2020 to 24.08.2020, which are annexed with the Petition as **Annexure-5 Colly**.
- 4.** On perusal of Part-II of the Form-1 reveals that the Corporate Debtor is one Global Mega Ventures Private Limited having CIN No. U45201MP2004PTC016609, a private limited company incorporated on 12.05.2004 under the Companies Act, 1956. The Corporate Debtor is having registered office at Park City, Katara Hills, Bhopal, Madhya Pradesh-462043, India and email accounts@gmvindia.com, with an authorized share capital of Rs.1,00,00,000/- and paid-up share capital of Rs.1,00,00,000/-, as per the Master Data available on the



website of the Ministry of Corporate Affairs which is annexed with the Petition as **Annexure-A1**.

5. On perusal of Part-III of the Form-1 revealed that initially, the Applicants/Financial Creditors named Mr. Amarpal having Registration No. IBBI/IPA-001/IP-P01584/2018-2019/12411, having address: B-96, 2nd Floor, Edyog Vihar, Phase-V, Gurugram, Haryana-122016 (**e-mail: amarpal@icai.org**) under section 13 (1)(c) of the Code to act as Interim Resolution Professional (**IRP**). He has filed his written communication **Form-2**, which is annexed with the Petition as **Annexure-A** as per the requirement of Rule 9(1) of the Insolvency and Bankruptcy (AAA) Rules, 2016.
6. Later, the Applicants/Financial Creditors filed **I.A. No.163 of 2024** for change of proposed IRP with **Mr. Gaurav Srivastava**, having Registration No. IBBI/IPA-003/N-00285/2020-2021/13253, having address: Flat No.908, Charms Solitaire, Ahinsa Khand 2, Indirapuram, Ghaziabad, UP-201012 (**e-mail: srivastava.law@gmail.com**), Mobile No.99105-10790 which was allowed vide order dated 18.04.2024. He has also filed his written communication **Form-2**, which is annexed with the Petition as **Annexure-A**



as per the requirement of Rule 9(1) of the Insolvency and Bankruptcy (AAA) Rules, 2016. The **AFA** of the new proposed IRP as per IBBI website is valid up to 30.06.2026.

7. On Perusal of Part-IV & Part-V of Form-1 revealed that the Applicants have placed the facts through this Petition in the following manner:-

(i) The Petition is filed by 20 Applicants/Financial Creditors who have booked units in the project GMV OLAAN of the Corporate Debtor between 2013 and 2017, executed Builder Buyer Agreements, and made advance payments totalling Rs. 5,74,64,973 against the units, with details as follows: -

Applicant No.1 Mr. Swapan Kumar Dutta Unit No.802 Tower-A Amount Rs.5,411,000 Agreement Date 11.12.2016;

Applicant No.2 Mr. Sudhanshu Saksena Unit No.902 Tower-A Amount Rs.3,950,000 Agreement Date 10.12.2016;

Applicant No.3 Mr. Prafull Kumar Chaurasia Unit No.704 Tower-A Amount Rs.2,226,148 Agreement Date 02.12.2016;

Applicant No.4 Mr. Amol Kshirsagar Unit No.602 Tower-B Amount Rs.1,015,197 Agreement Date 07.01.2017;



Applicant No.5 Mr. Pranav Shrivastava Unit No.801 Tower-B Amount Rs.3,396,217 Agreement Date 18.12.2016;

Applicant No.6 Mr. Yogendra Srivastava Unit No.605 Tower-B Amount Rs.3,605,572 Agreement Date 15.12.2016;

Applicant No.7 Mr. Akhilesh Kumar Khare Unit No.702 Tower-B Amount Rs.4,293,255;

Applicant No.8 Mr. Jitendra Sharma Unit No.604 Tower-B Amount Rs.744,755;

Applicant No.9 Mrs. Swati Khare Unit No.501 Tower-B Amount Rs.3,114,668;

Applicant No.10 Mr. Avinash Ajane Unit No.503 Tower-B Amount Rs.2,292,787;

Applicant No.11 Dr. Arun Kumar Gupta Unit No.401 Tower-B Amount Rs.5,411,049;

Applicant No.12 Mr. Hemant Kumar Narbaria Unit No.303 Tower-B Amount Rs.5,390,880;

Applicant No.13 Mr. Rahul Saboo Unit No.703 Tower-B Amount Rs.3,594,732 Agreement Date 11.12.2016;

Applicant No.14 Mr. Prashant Mandal Unit No.803 Tower-B Amount Rs.3,419,000 Agreement Date 07.12.2016;

Applicant No.15 Mrs. Sanju Vasdev Unit No.301 Tower-B Amount Rs.2,200,000 Agreement Date 12.12.2016;

Applicant No.16 Mr. Kumar Siddhartha Unit No.601 Tower-B Amount Rs.3,198,648 Agreement Date 21.12.2016;



Applicant No.17 Mr. Sanjay Kharait Unit No.304 Tower-B
Amount Rs.3,837,459 Agreement Date
30.01.2019;

Applicant No.18 Mr. Sandeep Sapra Unit No.402 Tower-A
Amount Rs.2,983,000 Agreement Date
10.12.2016;

Applicant No.19 Mr. Saurabh Singh Unit No.504 Tower-B
Amount Rs.2,625,000 Agreement Date
07.07.2018;

Applicant No.20 Mr. Alok Dev Unit No.104 Tower-A
Amount Rs.2,997,743 Agreement Date
27.10.2016

- (ii) The total amount of Rs.5,74,64,973/- was disbursed between 2013 and 2017 as advance payments for units in the project GMV OLAAN registered in three phases with Madhya Pradesh Real Estate Regulatory Authority, having 160 units, where the Applicants represent more than 10 percent of allottees.
- (iii) The nature of financial debt is payments made under Builder Buyer Agreements for the purchase of units carrying time value of money with interest at 24% per annum for delay after committed possession dates between 2016 and 2019.
- (iv) The details of financial debt include execution of Builder Buyer Agreements with possession timelines of 24 months or 36 months from dates such as 11.12.2016 for Applicant No.1, 10.12.2016 for Applicant No.2, and similar for



others, where Corporate Debtor raised demands honoured by Applicants and acknowledged.

- (v) The default committed by Corporate Debtor is failure to handover possession of units by committed dates **since October 2016**, continuing till date with the project abandoned due to lack of financial resources as evident from standstill construction and total default amount Rs.13,25,42,438 including interest. The date of default is stated to be 28.10.2016 and onward.
 - (vi) The project is abandoned due to a lack of financial resources, as evidenced by photographs on the Madhya Pradesh Real Estate Regulatory Authority website.
 - (vii) The Corporate Debtor executed agreements with different possession timelines without disclosure.
 - (viii) The debt carries interest at 24% per annum from the delay after the committed possession dates since June 2016.
 - (ix) The default is not affected by COVID-19 as it occurred before 25.03.2020.
 - (x) The Applicants represent more than 10% of total units, being 20 out of 160.
 - (xi) The amount in default exceeds Rs.1.00 Crore.
6. The Applicants have relied upon the following documents, which are as under: -



- (a) Annexure-A: Form 2 for the consent from the proposed RP.
- (b) Annexure-5 Colly: Letters of Authorization dated 20.08.2020 to 24.08.2020.
- (c) Annexure-A1: True copy of the Master Data of the Corporate Debtor.
- (d) Annexure-A2: The details of the RERA registration available on the website of M.P. RERA.
- (e) Annexure-A3: True copy of the sample builder buyer Agreement executed with Mr. Rahul Saboo.
- (f) Annexure-A4: True copy of the sample builder buyer agreement executed with Mr. S.K. Dutta.
- (g) Annexure-A5 (Colly): Acknowledgment receipts/ledger accounts issued by Corporate Debtor.
- (h) Annexure-A6 (Colly): Photographs uploaded by Corporate Debtor on Madhya Pradesh Real Estate Regulatory Authority website.
- (i) Annexure-A7: Combined computation sheet of default amount.
- (j) Annexure-A8 Colly: True copy of Computation of Default.
- (k) Annexure-A2 (Colly): Copies of the agreements, Registry and payment receipts annexed with Affidavit dated 30.09.2022 filed in compliance with the order dated 23.09.2022.

The Applicants have also attached the annexures with the reply dated 11.10.2022 filed I.A. No. 199/MP of 2022 of the Corporate Debtor which are as under: -



- (l) Annexure-R1: Copy of the brochure.
 - (m) Annexure-R2: Copy of the payment schedule.
 - (n) Annexure-R3: Copy of the engineer's certificate dated 00.07.2017.
 - (o) Annexure-R4: Copy of the email dated 19.10.2018 sent by the corporate debtor to the financial creditors/homebuyers.
 - (p) Annexure-R5: Copy of the emails dated 28.09.2019.
 - (q) Annexure-R6 (Colly): Copy of the emails dated 01.07.2020 and 08.07.2020.
- 7.** That on issuance of the notice in the Petition, the Corporate Debtor appeared and filed its reply dated 15.08.2021 denying various averments made in the Petition. The Corporate Debtor inter-alia contended that the present Petition U/s 7 of IBC, 2016 is not maintainable as the alleged debt claimed by the Financial Creditors do not fall within the purview of '**financial debt**'. Moreover, the Financial Creditors do not fall within the definition of '**Financial Creditor**' U/s 5(7) of the IBC, 2016 and the alleged claim which is sought to be made cannot be considered as an '**financial debt**' within the provision of the Code.
- 8.** The Corporate Debtor in its reply dated 15.08.2021 inter-alia contended as under: -



- (a) The petition is not maintainable as petitioners are not financial creditors under section 5(7) read with section 7 of the Insolvency and Bankruptcy Code, 2016; no debt is due or in default; petitioners failed to produce required documents under rule 4(1) of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016.
- (b) Only petitioner no. 1 (agreement dated 13.11.2013) and no. 13 (dated 22.12.2014) produced agreements; others (nos. 2-12, 14-20) did not, making the petition liable for rejection.
- (c) The petition is barred by limitation based on agreement dates and possession timelines; charts at petitioners' Annexure-A7/A8 colly. confirm most claims are time-barred; remaining do not meet section 7 criteria.
- (d) Petitioners suppressed that 15 out of 20 approached Real Estate Regulatory Authority, Madhya Pradesh, obtaining compensation/refund orders; copies of some orders annexed at Annexure-R1 colly.; translated copies to be provided; liberty reserved to produce all.
- (e) Two petitioners restrained by Real Estate Regulatory Authority orders dated 14.08.2018 from further proceedings; copies annexed at Annexure-R2 colly.
- (f) Suppression of Real Estate Regulatory Authority proceedings and restraints renders the petition non-bonafide and liable for rejection.



- (g) The petition is for money recovery, contrary to Insolvency and Bankruptcy Code, 2016 purpose of resolution; corporate debtor is a going concern.
- (h) Three petitioners settled via agreements; purshis dated 06.07.2021 filed before Real Estate Regulatory Authority; suppressed fact; copies with purshis annexed at Annexure-R3 colly.
- (i) Corporate debtor applied on 11.08.2021 to Real Estate Regulatory Authority for project extension to 31.12.2021, noting liabilities and settlements; deposited cheque no. 000334 dated 25.08.2021 for Rs. 1,32,43,221; copy of application and cheque annexed at Annexure-R4 colly.
- (j) Real Estate Regulatory Authority likely to order on extension; corporate debtor undertakes compliance and payments.
- (k) Project GMV OLAAN registered with Real Estate Regulatory Authority: Phase-I (Towers A-B, 80 flats, 85% complete), Phase-II (Tower C, 40 flats), Phase-III (Tower D, 40 flats); most petitioners in Phase-I; chartered accountant certificate dated 27.10.2020 shows balance cost Rs. 2.60 crores; construction halted by Covid-19, now resuming; certificate annexed at Annexure-R5.
- (l) Undertakes completion by 31.12.2021 and possession handover; petition non-bonafide given near-completion.



- (m) No due debt or default; construction 85% done; proposed Rs. 2.50 crores escrow deposit refused by petitioners; admission would prejudice project and other allottees.
 - (n) Petitioners seek coercive recovery, avoiding possession; Covid-19 impacted realty sector; corporate debtor making efforts.
 - (o) Considering the facts and circumstances, the petition is not maintainable and is liable to be rejected with costs.
9. The Applicants also filed Rejoinder Dt. 03.09.2021 in reply to the Corporate Debtor, reiterate all averments and submissions in their petition and inter alia contended therein that: -
- (a) The applicants seeks resolution against the corporate debtor, a real estate company developing GMV Olan project at Park City, Bhopal (Survey No.106/1, 106/2, 107, 125), for default in handing over possession of units.
 - (b) Fifteen of twenty applicants filed complaints with Madhya Pradesh RERA; seven received compensation orders for delay, not complied with by the corporate debtor.
 - (c) Applicants are allottees under RERA Act Section 2(d) and financial creditors under IBC Section 5(8)(f), with default



being recurring, not barred by limitation per Limitation Act Section 18.

- (d) The petition meets IBC Section 7 conditions: twenty applicants (over 10% of allottees), total default Rs.13,25,42,438 (exceeding Rs.1 crore threshold), aimed at resolution.
- (e) The corporate debtor defaulted by failing to deliver possession as per agreements despite payments, supporting initiation of corporate insolvency resolution process.
- (f) Para 1 of the affidavit is a matter of record; paras 2, 3, 5-7, 9-10, 12-18 are denied as wrong or frivolous, with relevant documents annexed in the petition.
- (g) Two sample agreements show varying possession timelines (24/36 months); all agreements are similar, and applicants can produce them if directed.
- (h) RERA orders: three got refunds in January 2021 (post-petition, not complied), seven got compensation (not honored), two settled in August 2018 with possession promised by March 2019, three pending, five did not approach RERA.
- (i) Seventy-six of 160 flats were sold/booked by March 2021; applicants form over 25% of allottees. Project was mortgaged to PNB Housing Finance in June 2016.



- (j) Supreme Court judgments (Pioneer Urban Land, 09.08.2019; Asset Reconstruction, 16.04.2021; Manish Kumar, January 2021) support applicants' right to file, concurrent RERA remedies, and limitation renewal.
 - (k) The corporate debtor's claims of 85% project completion (certificate dated 27.10.2020) are contradicted by RERA's 31.07.2017 certificate showing 85% completion, indicating no progress in four years.
 - (l) Annexure-R1: PNB Housing Finance possession notice (09.03.2021) under SARFAESI Act for Rs.13,76,00,986.94, covering 20,889 sqm (excluding some units) and 1,730.32 sqm land.
 - (m) Annexure-R2: M.P. RERA order (18.08.2021) lists complaints and appoints a retired Chief Engineer to probe fund diversion. Annexure-R3: RERA certificate (31.07.2017) shows project 85% complete, start 02.12.2013, estimated end 31.03.2019.
- 10.** The Applicants also filed an Affidavit dated 30.09.2022 in compliance with the order dated 23.09.2022 inter alia, containing Copies of the agreements, Registry and payment receipts annexed as Annexure-A2 (Colly)



IA No. 199/MP/2022

- 11.** This IA No. 199/MP/2022 was filed on 22.09.2022 by M/s Global Mega Ventures Pvt. Ltd. (Applicant/Corporate Debtor) under Section 60(5) of the Insolvency and Bankruptcy Code, 2016 read with Rule 11 of the National Company Law Tribunal Rules, 2016 with Prayers to (a) Allow the IA; (b) Record undertaking and permit project completion as per it; (c) Reject Section 7 petition (MP) C.P.(IB) No. 71/2020 with liberty to reapply if commitments unmet; or (d) Keep the petition in abeyance; (e) Grant other fit reliefs.
- 12.** It is sated that the default arose from non-disbursement of loan by PNB Housing Finance Ltd., leading to NPA status and their Section 7 petition (MP) C.P.(IB) No. 41/2020), settled via One Time Settlement on 22.06.2022 with Rs. 2 Crores paid, and withdrawal order on 24.06.2022; true copies of the Section 7 petition (MP) C.P.(IB) No. 71/2020), intervention IA No. 156/2021 without annexures, withdrawal pursis for 4 settled home buyers, OTS sanction letter dated 22.06.2022, and withdrawal order dated 24.06.2022 are annexed as Annexure-A, B, C, D, and E respectively.
- 13.** The project GMV Olaan spans 5.16 acres with 11 towers (440 units) divided into Phase 1 (Towers A-E, partially complete) and Phase 2 (Towers F-K, unsold greenfield). The Corporate Debtor proposes re-planning Phase 2 as plots/duplexes for



cash flow, with stage-wise completion: Stage 1 (3-6 months), Stage 2 (3-9 months for Towers A-B handover), Stage 3 (9-12 months for amenities); home buyers in Tower C to be shifted to towers A and B without escalation. No Objection Certificate from PNB Housing Finance Ltd. dated 12.09.2022 with proposed plan and site photographs are annexed as Annexure-F and G.

- 14.** The Corporate Debtor is infusing Rs. 450 Lakhs (Rs. 200 Lakhs for OTS, Rs. 100 Lakhs for site work already infused), seeks liberty to file MPCON Ltd. viability report, and undertakes phased completion within 6-12 months, no cost escalation, honoring Builder Buyer Agreement, forming monitoring team, escrow deposits, and handover or refund with Real Estate Regulatory Authority penalty.
- 15.** Grounds include granting final resolution opportunity per Insolvency and Bankruptcy Code objectives, project viability despite temporary default, stakeholder interests, avoidance of higher costs in Corporate Insolvency Resolution Process, reliance on Supreme Court precedent in Vidarbha Industries Power Limited Vs. Axis Bank Limited (2022 SCC Online SC 841) for abeyance or rejection with reapplication liberty, similar allowances in other cases, sincere infusions, risk of OTS failure without opportunity, and no prejudice to parties.
- 16.** The Applicants also filed a reply dated 11.10.2022, in **I.A. No.199/MP/2022** of the Corporate Debtor along with Annexures, which are as under: -



- (a) The Applicants opposes the corporate debtor's application under Section 60(5) of IBC, 2016 read with Rule 11 of NCLT Rules; denies allegations unless admitted; incorporates main petition, IA/156(MP)/2021, and rejoinder dated 06.09.2021; index includes S.No.1 (reply with affidavit), S.No.2 (Annexure-R1: brochure), S.No.3 (Annexure-R2: payment schedule), S.No.4 (Annexure-R3: engineer's certificate dated 00.07.2017), S.No.5 (Annexure-R4: email dated 19.10.2018 from corporate debtor to homebuyers), S.No.6 (Annexure-R5: emails dated 28.09.2019).
- (b) Preliminary submissions detail Section 7 petition for default in GMV Olan project possession (launched 2012-13 as single 11-tower project with amenities per Annexure-R1); due in 2016 (36+4 months) per agreements, 90% payment on 11th slab (Dec 2015) per Annexure-R2; flats incomplete; default admitted; paras 1-3 of application are record matters needing no reply; reply to para 4 sub-para 1 reiterates denial of honoring BBAs for 24-36 month delivery; sub-para 2 denies contents, notes only 3 withdrawal purses, misrepresentation of 4 settlements, 27 petitioners >40% of 62 allottees, cites Manish Kumar v. Union of India (Jan 2021) on disruptions.
- (c) Sub-para 3 admits default, invalidates delay excuses, notes 27.06.2016 PNB mortgage, RERA split (rules 22.10.2016) without consent, Towers A-B >89% complete per Annexure-R3, end date 31.03.2019 vs 2016, loan issue afterthought



with varying reasons; sub-para 4 inconsistent with Annexure F (Rs. 2.00 Cr by 31.08.2022 + Rs. 1.88 Cr upfront), PNB NOC insufficient for layout per Annexure-R1, independent of loan; sub-para 5 affirms single project per Annexure-R1/records, no phases in BBAs, >40% petitioners, non-compliance with undertakings.

- (d) Sub-para 6 bars continuation due to mismanagement, insufficient PNB NOC, unmodifiable amenities without homebuyers' NOC per Annexure-R1; sub-para 7 no comment on tower shift as non-concession; sub-para 8 inconsistent with Annexure-R3; sub-para 9 notes unfulfilled promises, possession by 01.04.2019 per Annexure-R4, resolution per Annexure-R5, further per Annexure-R6 (colly: 01.07.2020, 08.07.2020), recent work to delay Sept 2020 admission; sub-para 10 no response; sub-paras 11(a)-(l) repetitive, ignored RERA (Rs. 1.32,43,221 liability till 01.09.2021, cheque Rs. 1,32,43,221 dated 25.08.2021 not received).
- (e) Sub-para 12 mandates honoring agreements without changes/escalations, timely payments by creditors (18% penal interest); sub-para 13 misleads to delay petitions; grounds (a-e) unsustainable due to unclean hands, false representations, 2016 handover failure from mismanagement, aims to scuttle; prayer dismisses application with costs, any fit order; signed via advocate Chetna Bisht at Indore on 11.10.2022



17. The Respondent/Corporate Debtor on 16.10.2023 filed the Affidavit in **IA No.199 of 20202**. The relevant Details of which are as under: -

- (i) The Hon'ble Tribunal, vide order dated 25.08.2023, directed home buyers to visit the project site to verify if efforts are being made by the management to complete the project and if approximately 90% of the project is completed. Additionally, the Corporate Debtor was directed to report the construction status in detail via affidavit, including the timeline for project completion and unit handover to respective applicants.
- (ii) Compliance with Site Visits: It is submitted that, in compliance with the order dated 25.08.2023, no home buyers have visited the site to date despite specific invitations by the Corporate Debtor.
- (iii) Project Completion Status and Timeline: Towers A and B (to which the home buyers belong) are almost 90% complete. The Corporate Debtor projects to complete Towers A and B, along with all appended common utilities, by or before 31.03.2024.
- (iv) Ongoing Updates to Home Buyers: The Corporate Debtor is informing home buyers on a daily basis about the project status, including photographs.



18. The Applicants have also filed the Affidavit of Compliance dated 07.02.2023 in CP (IB) No.71/7/MP/2020 along with Annexures, which are as under: -

- a. The Affidavit of Compliance dated 07.02.2023 is filed to confirm compliance with the Tribunal's order dated 19.01.2023, which directed the submission of cumulative receipts issued by the Corporate Debtor to the Financial Creditors/Applicants in acknowledgment of payments received. Chetna Bisht states that copies of these cumulative receipts have been annexed to the affidavit and marked as Annexure-A (Colly).

19. The Applicants in CP (IB) No.71/7/MP/2020 have also filed the Amended Synopsis with **the Amended Form-1 Dt. 20.05.2023** and other documents as Annexures, which are as under: -

- b. It is stated therein that twenty-seven homebuyers, as Applicants/Financial Creditors, filed under Section 7 of the Insolvency and Bankruptcy Code, 2016, to initiate insolvency against M/s. Global Mega Ventures Private Limited for defaults on units in "GMV OLAAN." The project, registered in three phases with Madhya Pradesh Real Estate Regulatory Authority (RERA: Phase I P-BPL-17-058, Phase II P-BPL-17-056, Phase III P-BPL-17-333; total 160 units; 27 petitioners), involved bookings based on



advertisements and agreements, with concealed phase-wise details and varying 24- or 36-month possession timelines. Annexure-A1 includes RERA website details.

- c. Applicants signed Builder Buyer Agreements with two types offering inconsistent possession guarantees. Copies for all Creditors are in Annexure-A2 (Colly). Payments totaled Rs. 7,94,92,152 per demands, detailed in a table (e.g., S.K. Dutta: Unit A-103, Tower A, Rs. 39,26,097, due 28.10.2016; Sanjay Handa: B-704, B, Rs. 31,40,410, due 04.08.2016). Receipts and ledgers are in Annexure-A3 (Colly).
- d. Despite Rs. 18,38,75,938 received including interest, possession was not delivered, causing default. Computation sheet is in Annexure-A4. Not barred by limitation due to continuous default, agreement renewals, Section 18 acknowledgments, and Supreme Court ruling dated 16.04.2021 in Asset Reconstruction Company (India) Limited Vs. Bishal Jaiswal & Anr.
- e. Project abandoned for lack of funds, at standstill, unlikely to finish; RERA website photos in Annexure-A5 (Colly). Debtor's varying timelines show awareness of delays, wasting funds; instability hinders possession.
- f. Default of Rs. 18,38,75,938 is financial debt under Section 5(8) IBC, with 24% interest since June 2016, under (f), meeting 10% allottee (27/160) and Rs. 1 Crore thresholds. Predates 25.03.2020, unaffected by COVID amendments.



20. The Applicants in CP (IB) No.71/7/MP/2020 have also filed the Affidavit of Compliance dated 27.09.2023 of the Applicants/FCs along with Annexures, which are as under: -

g. The Affidavit of Compliance dated 27.09.2023 is filed to comply with the Tribunal order dated 25.08.2023 directing a site visit.

h. On 03.09.2023, Petitioners visited the project site, observed 12-15 workers present despite Corporate Debtor's email claiming 46 workers, and took pictures attached as Annexure-A1 (Colly): Copy of the Pictures of Site of the Project. Petitioners engaged M/s Omen Assessors, Bhopal, Chartered Engineers and Bank Empanelled Approved Valuers, for a completion assessment report attached as Annexure-A2: Copy of the Report given by M/s Omen Assessors Bhopal, Chartered Engineers and Bank Empanelled Approved Valuers. The report states essential amenities work has not begun, Tower A is 44% complete, and Tower B is 45.30% complete.

21. The Applicants in CP (IB) No.71/7/MP/2020 have also filed the Affidavit of Compliance dated 20.10.2023 of the Applicants/FCs along with Annexures, which are as under: -

i. The Affidavit of Compliance dated 27.09.2023 is filed in compliance with the order dated 25.08.2023 directing a



project site visit. An earlier affidavit on the visit was filed on 27.09.2023 vide diary no. 2315106001332020/13, and the hearing on 05.10.2023 was not taken up due to time constraints.

- ii. Petitioners revisited the project site on 18.10.2023, observing construction progressing at low speed. The respondent had stated intentions to hand over possession of allotted units, but photographs indicate the work is far from completion, rendering handover impossible in the near future. Pictures taken during the 18.10.2023 visit are annexed as Annexure-A1 (Colly).

IA No. 45/MP/2024

22. The Respondent/Corporate debtor also filed **IA No.45 of 2024** dated 08.04.2024 under Section 60(5) of the Insolvency and Bankruptcy Code, 2016 read with Rule 11 of the National Company Law Tribunal Rules, 2016 to place Addl. Facts in the main case of subsequent developments along with Annexures, which are as under: -

- (i) The Applicants stated therein that during the hearing on 25.08.2023, the corporate debtor claimed near completion and possession within 3 months, leading to Tribunal directions for a status report, affidavit on timelines, and site visits by applicants; MP RERA permission expired on 30.09.2023, and the matter was posted for 05.10.2023 but



not heard due to time constraints; applicants inspected the site on 03.09.2023 and 18.10.2023, finding no progress, appointed M/s Omen Assessors for reports dated 26.09.2023 (44% for Tower A, 45.30% for Tower B) and filed affidavits on 27.09.2023 (Diary No. 2315106001332020/13) and 20.10.2023 (Diary No. 2315106001332020/14) with photographs.

- (ii) On 07.12.2023, the respondent orally claimed 90% completion without filing the required report; on 11.01.2024, the Tribunal noted non-compliance; in MP RERA Petition No. M-BPL-23-0047 against home buyer Mr. Prashant Mandal, a technical survey on 29.11.2023 noted incomplete works for Flat No. 803 including pending kitchen/bathroom finishing, doors/windows, electrical/sanitary fittings, painting, balcony railing, estimating 18 months for completion, contradicting respondent's 80.21% claim, with lifts, water supply, fire system incomplete as per order dated 19.01.2024 annexed as Annexure A1.
- (iii) A further survey by M/s Omen Assessors on 14.03.2024 reported 45% completion for Tower A and 47.50% for Tower B, with 0% for open areas (entrance, parking, etc.), no lifts/transformer/fire equipment, unplastered walls, no doors/windows/electrification/sanitary fittings, 40% painting, consistent with prior reports indicating minimal progress in 6-8 months, buildings not habitable; report dated 18.03.2024 with photographs annexed as Annexure



A2; respondent sent coercive email dated 21.02.2024 to Applicant No. 26 (Mr. Shiv Kumar and Nilima Tamang) claiming 100% completion, demanding full payment with 18% p.a. interest, threatening termination and deeming withdrawal of proceedings upon payment, annexed as Annexure A3; last MP RERA extension expired on 30.09.2023.

- (iv) The bonafide application highlights subsequent events for adjudication without prejudice, with prayers include allowing the application, taking facts on record, restraining coercive steps like terminating agreements or imposing penal interest, and passing other fit orders.

23. The Applicants in CP (IB) No.71/7/MP/2020 have also filed seven more Authority Letters on 30.05.2024 in favour of authorized Signatories issued by Applicant No. 21 to 27.

24. The Applicants also filed a reply dated 06.09.2024, in **I.A. No. 45/MP/2024** Section 295 of the Indian Penal Code and Section 340 of the Code of Criminal Procedure of the Corporate Debtor along with Annexures, which are as under:

- (i) The IA No. 45 of 2024, filed on 18.01.2024 under Section 60(5) of the Insolvency and Bankruptcy Code, 2016, invokes Section 295 of the Indian Penal Code and Section 340 of the Code of Criminal Procedure. It alleges perjury by



including names of three settled homebuyers in the amended Form 1, lack of authority of the signatory for applicants 21 to 27, forgery and fabrication of documents, and states no loss to homebuyers with permissible delays in flat handover. The financial creditors state the IA aims to delay proceedings.

- (ii) The financial creditors refute the allegations by noting the amended Form 1 was filed on 22.05.2023 in compliance with the Tribunal order dated 12.05.2023, which allowed impleadment via IA No. 156 of 2021 and directed a reply within 10 days, but no reply was filed by the corporate debtor until the IA. They state objections to the amended Form 1 or signatory authority were not raised in hearings from 22.05.2023 to August 2024, implying waiver. Claims are assessed as of the petition filing date per Supreme Court and National Company Law Appellate Tribunal judgments, and the three settled persons were initial applicants. The signatory holds authority for applicants 21 to 27, with no evidence of lack thereof or forgery provided by the corporate debtor.
- (iii) The financial creditors highlight the corporate debtor's non-compliance, including false statements on project completion while construction is under 50 percent, lacking occupancy or completion certificates, with pending works like plastering, flooring, sanitary fittings, wiring, electrical fittings, lifts, gym, and parking. The Tribunal orders dated 25.08.2023 and 11.01.2024 directed affidavits on project



status and timelines, but none were filed. Homebuyers report 40 percent completion via site visits, and the corporate debtor attempted to force claim withdrawals or allotment cancellations.

- (iv) The financial creditors pray for dismissal of IA No. 45 of 2024 and imposition of costs on the corporate debtor. The reply includes an affidavit by Sudhanshu Saksena, applicant number 2, aged about 60 years, son of Shri Lata Prasad, resident of House No. 71/302, Mansarovar, Jaipur 302020, as authorized representative via letters signed by all financial creditors, verified on 06.09.2024 at New Delhi. Annexures attached include the authority letter for the authorized representative and the report of government approved surveyor dated 18.03.2024

IA No. 271/MP/2024

- 25.** The Applicants have also filed I.A. No. 271 of 2024 on 20.05.2024 under Section 60(5) of the Insolvency and Bankruptcy Code, 2016 read with Rule 11 of the NCLT Rules with prayers that (i) allow the Application; (ii) pass ex-parte ad interim order restraining Respondent from altering/alienating/diminishing/disposing or creating third-party rights/interests in the flats, and not to create third-party rights or part with title; (iii) set aside letters dated 15.04.2024 and 19.04.2024 cancelling allotments; (iv)



restrain Respondent from coercive steps like unilateral terminations or penal interest; (v) pass other orders/directions/reliefs as deemed fit in the interest of justice.

26. It is sated that during hearings on 25.08.2023 and 07.12.2023, the Corporate Debtor represented the project as near completion (90% done) with handover within 3 months or by January end, but on 13.01.2024 claimed 100% completion; however, RERA extension expired on 30.09.2023 barring further demands or cancellations; inspections revealed semi-constructed stage with missing electricity, water, sanitaryware, floorings, amenities (playground, swimming pool, clubhouse), roads, parking, fire equipment; valuer report dated 18.03.2024 showed 45-47.5% completion for Towers A and B; RERA surveyor on 29.11.2023 noted pending finishes, fittings, estimating 18 months more.

27. On 15.04.2024 and 19.04.2024, Corporate Debtor issued unilateral cancellation letters to Applicants Nos. 8, 14, 17, 20, 21, 23, 24, 25, 26 for non-payment of full amounts, referencing illegitimate demands dated 20.08.2023 and



21.02.2024 without completion/occupancy certificates; demands inflated ignoring RERA delay compensations, e.g., Applicant No. 14 (Prashant Mandal) demanded Rs. 4,41,082 but owed Rs. 8,37,500 per RERA order dated 19.01.2024 (Case M-BPL-23-0047); Applicant No. 17 (Sanjay Khairat) paid Rs. 38,37,459 out of Rs. 41,34,542, demanded Rs. 5,84,899; Applicant No. 8 (Jitendra Sharma) paid Rs. 31,02,367 out of Rs. 34,06,720, demanded Rs. 3,85,005; Applicant No. 20 (Alok Dev) demanded Rs. 4,82,100 but owed Rs. 6,30,000 per RERA order dated 04.03.2018 (Case MBPL-18-0242); similar for others with payments like Applicant No. 21 (Arnab Nath) Rs. 30,43,338 out of Rs. 36,41,000 demanded Rs. 6,93,151; Applicant No. 25 (Nakul Kumar Vyas) paid Rs. 39,47,108 out of Rs. 40,83,700 demanded Rs. 3,72,934; Applicant No. 26 (Neelima Gurang Tamang) paid Rs. 37,91,000 out of Rs. 40,83,700 demanded Rs. 7,80,940; letters to Nos. 23 and 24 sought costs beyond agreements.

28. Actions aim to coerce petition withdrawal, scuttle proceedings, and enable illegal sales; debtor not empowered to cancel allotments.



29. Vide order dated 19.03.2025 it was recorded that “*Learned counsel appears for the Applicant states that he has already filed the written submission way back on 16.04.2024, and thereafter certain documents were filed, the Respondent has filed a reply to the un-amended petition, and no reply was filed to the amended petition. Today, also no one present for the Respondent. It is noted that there is a ‘leave note’ from the side of the Respondent. In the interest of justice, we are adjourning the matter. Meanwhile, both sides are given the liberty to file revised written notes of submission (not more than three pages) considering the pleadings along with mentioning the facts, convenience compilation, with relevant documents, points of law, issues for consideration along with citation, if any, in their favour by exchanging the same with each other well within the ten days.*”

30. The Applicants filed **Amended Form-1** dated 03.05.2025 in terms of the order dated 23.04.2025, whereby liberty was granted to amend specifically regarding the "**date of default**" which is recorded as 28.10.2016 and onward. Further, the total amount in Default is recorded as Rs.18,38,75,938/-.



31. The Applicants also filed written submissions dated 14.04.2025 along with citations in their favour. Details of which are as under: -

- (a) The present petition has been filed by 27 Homebuyers/Financial Creditors under the second proviso to Section 7(1) of the Insolvency and Bankruptcy Code, 2016 against the Corporate Debtor for failure to deliver possession of flats in the GMV OLAAN project located in Park City, Village-Katara, Bhopal, launched in 2013 with 11 towers, of which four towers A, B, C, and D were registered with Madhya Pradesh Real Estate Regulatory Authority totaling 160 flats, though only 62 sold, meeting the 10% threshold with 27 petitioners.
- (b) The Financial Creditors purchased flats under Builder Buyer Agreements promising possession within 24 months for four, 36 months for nineteen, and 60 months for four buyers. REFER SCHEDULE 1 for details of Builder Buyer Agreements and SCHEDULE 2 for proposed possession dates.
- (c) The Homebuyers have paid Rs. 7,94,92,152 as demanded, with total default including interest amounting to Rs. 18,38,75,938 exceeding Rs. 1,00,00,000 threshold. REFER SCHEDULE 3 for payments and due amounts. Pleadings completed in March 2022, but Corporate Debtor sought adjournments, filed application in September 2022 promising completion in 9 to 12 months, and requested



Real Estate Regulation Act extension in November 2022 to 30.09.2023, yet construction remains incomplete.

- (d) Corporate Debtor failed to file affidavits and status reports despite Tribunal orders, including on 25.08.2023 and 11.01.2024; claimed 90% completion disputed by Financial Creditors' inspection showing 44-45% progress in Towers A and B per M/S Omen Assessors valuation report, with MP RERA estimating 18 months more needed. On 12.05.2023, Tribunal directed amended FORM-I, but no response from Corporate Debtor.
- (e) Applicants are allottees under Section 2(d) of Real Estate (Regulation and Development) Act, 2016, qualifying as Financial Creditors per Section 5(8)(f) of Insolvency and Bankruptcy Code, with petition maintainable as 27 units constitute over 30% of 62 sold.
- (f) Corporate Debtor renewed commitments via emails using bcc to prevent association, annexed as ANNEXURE-S1 Colly. Limitation not applicable due to COVID-19 suspension per Supreme Court *Suo Moto* Petition No. 3/2020, reaffirmation for possession by 31.03.2020 and 31.12.2021 in reply dated 15.08.2021, and continuing default acknowledged in emails dated 19.10.2018 and IA No. 199 of 2022.
- (g) Corporate Debtor defaulted by failing to deliver possession despite 90% payments and to pay compensation, both continuous defaults.



- (h) Refer judgments: Manab Datta and Ors. Vs. Grandstar Realty Pvt. Ltd., MANU/NC/4987/2023; Samruddhi Co-operative Housing Society Ltd v. Mumbai Mahalaxmi Construction Pvt. Ltd., Civil Appeal No 4000 of 2019; Yadubir Singh Sajwan and Ors. Vs. Som Resorts Private Limited, Company Petition No. (IB)-67(ND)/2022. Admission of default in reply dated 15.08.2021 and IA No. 199 of 2022 due to fund shortage.
- (i) Financial Creditors seek initiation of the Corporate Insolvency Resolution Process to salvage project. Refer case laws: Indus Biotech Pvt. Ltd. vs. Kotak India Venture; Manish Kumar vs. Union of India; Pioneer Urban Land & Infrastructure Ltd. vs. Union of India; E S Krishnamurthy vs. M/s. Bharath Hi Tech Builders Pvt. Ltd.; Asset Reconstruction Company vs. Bishal Jaiswal; B.K. Educational Services Pvt. Ltd. vs. Parag Gupta

32. The Corporate Debtor also filed written submissions dated 02.07.2025 along with citations in their favour. Details of which are as under: -

- (a) The Written Submission dated 02.07.2025 was filed by the Respondent/Corporate Debtor M/s Global Mega Ventures Pvt Ltd in MP CP (IB) No. 71 of 2020 under Section 7 of the Insolvency and Bankruptcy Code, 2016, initiated in August 2020 by 20 homebuyers for the GMV Olaan residential project. On 27.07.2021, 7 additional homebuyers filed I.A.



No. 156 of 2021 for intervention, which was allowed on 12.05.2023, directing the amended memo of petition on record. However, the amended Form 1 dated 20.05.2023, served on 22.05.2023 and signed by Sudhanshu Saksena without authority from respondents 21 to 27, was inconsistent with the version dated 13.07.2021 and the order dated 12.05.2023. On 23.04.2025, liberty was granted to amend Form 1 only for the date of default, and in May 2025, it was amended to 28.10.2016. The petitioners failed to produce agreements and documents supporting their claims as financial creditors, violating Rule 4(1) of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016, with only agreements dated 13.11.2013 and 22.12.2014 by petitioners 1 and 13 on record. Charts at Annexure-A7 and Annexure-A8 collectively demonstrate that most claims are barred by limitation, and the remaining do not meet Section 7 eligibility criteria, rendering the petition time-barred based on the agreements and default date. The amended Form 1 dated 22.05.2023 is not on record as no liberty was sought, so only the original Form 1 from August 2020 and the May 2025 amendment are considered.

- (b) In 2021, the Corporate Debtor settled with 3 of the 20 homebuyers, filing withdrawal pursis. PNB Housing Finance Ltd filed MP CP (IB) No. 41/2020 under Section 7 in 2020, but on 22.06.2022, a One Time Settlement was reached, leading to withdrawal on 24.06.2022 after payment of Rs. 2 Crores and issuance of No Objection



Certificate for modifying Phase 2. The project spans 5.16 acres with 11 towers and 440 units: Phase 1 (Towers A-E) includes Towers A and B structurally complete (80 units, 62 booked) requiring finishing, Tower C at plinth level, and others in progress; Phase 2 (Towers F-K) is unsold greenfield proposed for re-planning as plots or duplexes to generate cash flow.

- (c) In September 2022, the Corporate Debtor filed I.A. No. 199 of 2022 under Section 60(5) of the Insolvency and Bankruptcy Code, 2016 read with Rule 11 of the NCLT Rules, seeking directions for the Reverse Corporate Insolvency Resolution Process. It proposes infusing Rs. 450 Lakhs phasewise, with Rs. 200 Lakhs already for One Time Settlement and Rs. 100 Lakhs for site work, which has commenced in full swing. Towers A and B in Phase 1 are to be completed with internal developments within 9 to 12 months. A viability study by MPCON Ltd confirms completion feasibility from infused funds, recoveries, and sales. Undertakings include stagewise completion within 6 to 12 months plus or minus 3 months, no escalation of flat costs, honoring Builder Buyer Agreements, forming a monitoring team of 5 (2 homebuyers, 2 management, 1 independent expert), depositing funds in escrow with the financial creditor for direct payments, and handing over units or refunding amounts with Real Estate Regulatory Authority penalties. Reverse Corporate Insolvency Resolution Process avoids higher costs for homebuyers compared to standard process, and the Section 7



admission should be kept in abeyance or rejected, with liberty to reapply if commitments fail.

- (d) On 18.01.2024, the Corporate Debtor filed I.A. No. 45 of 2024 under Section 60(5) of the Insolvency and Bankruptcy Code, 2016 read with Rule 11 of the NCLT Rules, seeking action under Section 340 read with Section 195 of the Code of Criminal Procedure, 1973 and Section 65 of the Insolvency and Bankruptcy Code, 2016, for fraudulent filing of the amended Form 1 dated 20.05.2023. Reliefs include a preliminary inquiry, lodging a complaint with a Magistrate, and imposing a Rs. 1 Crore penalty on respondents 1 to 27 jointly and severally.
- (e) Authorities relied upon include Vidarbha Industries Power Ltd. Versus Axis Bank Ltd. (2022 SCC Online SC 841), allowing abeyance or rejection of admission; Anand Murti Versus Soni Infratech Private Limited (2023) 3 SCC 743, permitting promoter completion post-admission; Amit Katyal Versus Meera Ahuja and Others (2022) 8 SCC 320, addressing anomalies in homebuyer CIRP; Girish Luthra and Ors. Versus Cosmos Infra Engineering (India) Pvt. Ltd. (IB)-462(PB)/2022, NCLT New Delhi order dated 23.01.2024, disposing Section 7 with directions for completion; Flat Buyers Association Winter Hills – 77, Gurgaon Versus Umang Realtech Pvt. Ltd. Through RP & Ors., Company Appeal (AT) (Insolvency) No. 926 of 2019, NCLAT order dated 04.02.2020, endorsing Reverse



Corporate Insolvency Resolution Process for real estate; and Committee of Creditors of Essar Steel India Limited Versus Satish Kumar Gupta & Ors. (2019 SCC Online SC 1478), emphasizing flexibility in economic legislation.

33. The Corporate Debtor also filed an Affidavit of Undertaking dated 02.07.2025 in compliance with the order dated 00.00.2025. Details of which are as under: -

- (a) The Affidavit of Undertaking dated 02.07.2025 is filed by one of the directors of M/s Global Mega Ventures Pvt. Ltd., who is the deponent and states that the deponent has authority to provide the undertaking on oath and has understood its contents.
- (b) The Corporate Debtor states that homebuyers in Tower C will be shifted to similarly situated vacant units available in Tower A and Tower B without any escalation in rate.
- (c) The Corporate Debtor states that to execute the completion of the project, the Corporate Debtor will infuse a total amount of Rs. 450 Lakhs approximately from own sources, out of which Rs. 100 Lakhs approximately has already been infused during the pendency of the petition, and further amounts will be infused phase wise or stage wise as proposed.
- (d) The Corporate Debtor states that the Corporate Debtor endeavours to finish Tower A and Tower B from Phase 1 of



the project with respect to the petitioners and to handover the units and execute sale deeds in favour of the Builder Buyer Agreement holders with internal development, lifts, roads and parking within a period of 9 months to 12 months, excluding the rainy season, from the date of permission from the Hon'ble Tribunal to the home buyers or to return the amount if the home buyers desire so.

- (e) That the project will be completed stage wise within a period of 6 months to 12 months in a phased manner as referred.
- (f) That the promoter or Corporate Debtor will infuse a total amount of Rs. 450 Lakhs from own sources, out of which Rs. 100 Lakhs approximately has already been infused during the pendency of the petition, and further amounts will be infused phase wise or stage wise as proposed.
- (g) The Corporate Debtor undertakes to give consent to form a team of 5 persons consisting of 2 persons from the homebuyers side, 2 persons from the management side, and 1 independent person or commissioner for monitoring the entire process.
- (h) That with respect to the Builder Buyer Agreements of the home buyers, the balance outstanding payments to be made by the home buyers as per the stages mentioned in the Builder Buyer Agreements shall be made at the respective stages under the supervision of the team, and in case of non-payment of the balance outstanding amount,



action as per the terms of the Builder Buyer Agreements shall be taken by the Corporate Debtor.

- (i) The Corporate Debtor undertakes that the funds received from the recoveries of the sold units and from the sale of the unsold units shall be deposited in the escrow account, and the payments shall be made directly from the escrow account under the supervision of the team so appointed.
- (j) The Corporate Debtor undertakes that either the units shall be handed over and sale deeds in favour of the Builder Buyer Agreement holders shall be executed to the home buyers, or the amount paid by the home buyers shall be refunded as the home buyers desire after completion of the project, and in case of refund of the amount paid by the homebuyers, the penalty as ordered by the Real Estate Regulatory Authority will also be compensated.
- (k) The Corporate Debtor states that the Corporate Debtor gives a specific undertaking that the cost of the flat would not be escalated and that the Builder Buyer Agreements signed by the home buyers individually will be honoured.
- (l) The deponent states that the deponent is giving the undertaking on oath, having absolute authority, and has understood the undertaking being given.

34. The Applicants also filed an Affidavit of consent & undertaking dated 04.07.2025 in compliance with the order



dated 02.07.2025. Details of relevant paragraphs are as under: -

“4. That it has been represented by the Corporate Debtor during the hearing that he is permitted and qualified under RERA to continue with the Project being GMV OLAAN AB Phase-1. The Corporate Debtor has stated that in case CIRP proceedings is initiated by the order of this Hon'ble Court wherein a committee comprising of Management of the Corporate Debtor and Financial Creditors shall assist the IRP, the Corporate Debtor undertakes to: -

- A. Provide flats to the all the current homebuyers at the agreed rate in the Builder Buyers Agreement within a period of 9 months;
 - B. Builder shall complete all the amenities as provided in the representation to the Homebuyers and part of RERA approved plan, including clubhouse, swimming pool, kids play zone, dedicated parking etc.
 - C. That the Corporate Debtor shall pay all the amounts dues /penalties as has been ordered by RERA under different proceedings initiated by different Homebuyers.
 - D. That the Corporate Debtor is permitted and qualified under RERA to continue with the project.
5. That in case the conditions mentioned in Paragraph No. 4 are undertaken to be complied by the Corporate Debtor, the Financial Creditors agree Appointment of IRP under the proposed arrangement, wherein as a committee consisting of 2 members each of homebuyers and the Corporate Debtor, to assist the IRP. subject to the withdrawal of the sale agreement, cancellation letters sent by the builder during the



pendency of the present NCLT proceedings against which the Hon'ble Bench had granted a stay against creation of third-party rights.

6. In case the Corporate Debtor is unable to secure extension order from RERA and/or complete the project under CIRP within the period of said 9 months, the IRP may be directed to draw a suitable alternative plan so that the project is completed without further delay and to exclusion of Corporate Debtor and any of his agent /assignee.”

35. Vide order dated 09.07.2025, it was recorded that *“In compliance of the order dated 02.07.2025, now both sides have filed their affidavits of undertaking. In addition to undertaking the counsel for the Respondent on instruction, stated that in case of admission of the Corporate Debtor into the CIRP, apart from the IRP, two persons from the OC side and two persons from the CD side may form part of the committee or may appoint additionally one independent observer.”*

36. We have heard Ld. Counsel for the Applicants/Financial Creditors, Ld. Counsel for the Corporate Debtor, and considered the submissions of both parties and perused the material on record.

37. The issues are framed for determination in this matter, based on the pleadings, submissions, written submissions,



affidavits, and documents on record from both the applicants/financial creditors and the respondent/corporate debtor, are as follows: -

- (i).** Whether the petition filed under Section 7 of the Insolvency and Bankruptcy Code, 2016 is maintainable, and whether there exists a financial debt in default exceeding the threshold of Rs. 1.00 crore, claimed by more than 10 percent of the allottees in the real estate project?
- (ii)** Whether the petition is barred by limitation under the Limitation Act, 1963?
- (iii)** Whether the current status of the project GMV OLAAN and the submissions made by the parties warrant the admission of the petition for initiation of the corporate insolvency resolution process or the adoption of a reverse corporate insolvency resolution process in view of the undertakings provided by the corporate debtor?
- (iv)** Whether the Interlocutory Application No. 199 of 2022 filed by the corporate debtor seeking directions for implementation of a reverse corporate insolvency resolution process is to be allowed, either in full or in part?
- (v)** Whether the Interlocutory Application No. 45 of 2024 filed by the corporate debtor seeking action under Section 340 of the Code of Criminal Procedure, 1973 read with Section 195 of the Code of Criminal Procedure, 1973 and Section 65 of the Insolvency and Bankruptcy Code, 2016 for alleged perjury and fraudulent filing of the amended Form-1 is to be allowed?
- (vi)** Whether the Interlocutory Application No. 271 of 2024 filed by the applicants seeking to restrain the corporate debtor from cancelling allotments, creating third-party rights in the units, and taking coercive steps such as imposing penal interest or terminating agreements is to be allowed?



38. On Issue No.(i): The maintainability of the petition under Section 7 of the Insolvency and Bankruptcy Code, 2016 and the existence of financial debt in default: -

- a. The applicants submit that they are 27 homebuyers who have booked units in the project GMV OLAAN and executed builder buyer agreements between 2013 and 2019, with possession promised within timelines of 24 months for four applicants, 36 months for nineteen applicants, and 60 months for four applicants, as detailed in Schedule 1 and Schedule 2 of their written submissions dated 14.04.2025. The applicants have made payments totalling Rs. 7,94,92,152 as advance against the units, as per the details in Schedule 3, and the corporate debtor has failed to hand over possession despite the committed dates having passed since 2016 onward, leading to a default amount of Rs. 18,38,75,938 including interest at 24 percent per annum for the delay.
- b. The applicants contend that they qualify as allottees under Section 2(d) of the Real Estate (Regulation and Development) Act, 2016 and as financial creditors under Section 5(8)(f) of the Insolvency and Bankruptcy Code, 2016 read with the explanation thereto, since the payments made under the builder buyer agreements carry the time value of money in the form of promised possession and interest for delays. The applicants rely on the judgment of the Hon'ble Supreme Court in ***Pioneer Urban Land and Infrastructure Limited & Anr. Vs. Union of***



India & Ors. (2019) 8 SCC 416, which holds that homebuyers are financial creditors entitled to initiate corporate insolvency resolution process under Section 7.

- c.** The applicants represent 27 out of 160 registered units, which is more than 10 percent as required under the second proviso to Section 7(1) of the Insolvency and Bankruptcy Code, 2016, and over 40 percent of the 62 sold or booked units as per the records. The default exceeds the threshold of Rs. 1 crore under Section 4 of the Insolvency and Bankruptcy Code, 2016, and the petition is for resolution of the corporate debtor to complete the project, not mere recovery, as supported by ***E.S. Krishnamurthy & Ors. Vs. Bharath Hi-Tech Builders Pvt. Ltd. (2022) 3 SCC 161.***
- d.** The corporate debtor submits that the petition is not maintainable because the alleged debt does not fall within the definition of financial debt under Section 5(8) of the Insolvency and Bankruptcy Code, 2016, as the transactions are not disbursements for time value of money in the nature of traditional financial facilities but are mere bookings for real estate units. The corporate debtor contends that the applicants do not qualify as financial creditors under Section 5(7) of the Insolvency and Bankruptcy Code, 2016, and the claims are akin to operational debts or attempts at recovery, which is contrary to the objective of the Insolvency and Bankruptcy



Code, 2016 focused on resolution and maximization of value.

- e.** The corporate debtor points out that the applicants failed to produce all required documents, such as individual builder buyer agreements for all applicants except two (dated 13.11.2013 and 22.12.2014), violating Rule 4(1) of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016, making the petition liable for rejection. The corporate debtor further submits that 15 of the original 20 applicants had approached the Madhya Pradesh Real Estate Regulatory Authority and obtained orders for compensation or refunds, some of which were settled, and the suppression of these proceedings renders the petition non-bonafide. The corporate debtor relies on the fact that it is a going concern with the project at 85 to 90 percent completion, and admission would prejudice other allottees and the project.
- f.** Upon analysis of the submissions and records, the applicants have placed on record sample builder buyer agreements, payment receipts, ledger accounts, and computations showing payments made and defaults, which establish that the amounts advanced for units under the agreements constitute financial debt as they were raised by the corporate debtor for development with an obligation to deliver possession by specific dates or refund with interest, carrying the commercial effect of borrowing as interpreted in the Pioneer Urban Land judgment.



- g.** The Hon'ble Supreme Court in the matter of ***Pioneer judgment*** has explicitly classified homebuyers as financial creditors under Section 5(8)(f), allowing them to initiate proceedings under Section 7 for defaults in real estate projects. The corporate debtor's contention on non-production of all agreements is not sustainable as the Tribunal directed compliance, and documents were filed in affidavits dated 30.09.2022 and 07.02.2023, including agreements and receipts. The total default amount of Rs. 18,38,75,938 exceeds Rs. 1 crore, and the 27 applicants satisfy the 10 percent threshold under the second proviso to Section 7(1), with evidence indicating they represent a significant portion of the sold units.
- h.** The proceedings before the Real Estate Regulatory Authority are concurrent remedies and do not bar the Insolvency and Bankruptcy Code, 2016 petition, as held in the ***Pioneer Judgment***, and details were disclosed in the rejoinder dated 03.09.2021. The purpose of the petition is resolution and to revive the stalled project, aligning with the objectives of the Insolvency and Bankruptcy Code, 2016 as per ***E.S. Krishnamurthy judgment***, and not mere recovery. The corporate debtor's status as a going concern does not preclude admission if debt and default are established. Therefore, the petition is maintainable, and there exists a financial debt in default meeting the statutory requirements.



39. On issue No.(ii): Whether the petition is barred by limitation:

- a. The applicants submit that the date of default is 28.10.2016 and onward, which is a continuing default due to the ongoing failure to hand over possession and complete the project, constituting a recurring cause of action not subject to limitation. The applicants contend that acknowledgments by the corporate debtor extend the limitation period under Section 18 of the Limitation Act, 1963, including emails dated 19.10.2018 promising possession by 01.04.2019, emails dated 28.09.2019 on resolution, emails dated 01.07.2020 and 08.07.2020 on updates and commitments, the reply dated 15.08.2021 undertaking completion by 31.12.2021, and the undertakings in IA No. 199 of 2022 with specific timelines for completion.
- b. The applicants rely on the judgment in ***Asset Reconstruction Company (India) Limited Vs. Bishal Jaiswal & Anr. (2021) 6 SCC 366***, where the Hon'ble Supreme Court held that entries in balance sheets, one time settlement proposals, and written communications admitting debt and promising payment by specific dates constitute acknowledgments resetting limitation. Additionally, the period from 15.03.2020 to 28.02.2022 is excluded due to the COVID-19 suspension ordered by the Hon'ble Supreme Court in *Suo Moto Writ Petition (Civil) No. 3 of 2020*.



- c. The corporate debtor submits that the petition is barred by limitation as the cause of action arose from the dates of builder-buyer agreements executed between 2013 and 2019 and the respective possession timelines, most of which expired more than three years before the filing in 2020, under Article 137 of the Limitation Act, 1963. The corporate debtor refers to the charts in Annexure-A7 and Annexure-A8 of the petition, showing default dates for each applicant, asserting that most claims are time-barred, and the remaining do not fulfill the criteria for initiation under Section 7.
- d. The corporate debtor argues that there are no valid acknowledgments, and the communications do not constitute admissions of debt under Section 18, as they were general updates or proposals without admitting specific liability.
- e. Upon analysis, in real estate projects, the default for non-delivery of possession is a continuing wrong, as held by the Hon'ble Supreme Court in ***Samruddhi Co-operative Housing Society Ltd. Vs. Mumbai Mahalaxmi Construction Pvt. Ltd., Civil Appeal No. 4000 of 2019***, where the failure to hand over units or refund amounts creates an ongoing cause of action not confined to the initial due date. The limitation period under Article 137 starts from when the right to apply accrues, but in cases of continuing default, it does not bar the petition.



- f. Furthermore, the communications from the corporate debtor, including emails promising possession by specific dates and the reply and IA undertakings to complete the project by 31.12.2021 and stagewise timelines, constitute acknowledgments of the subsisting debt and liability, as they admit the obligation to deliver units or refund, fitting within Section 18 per the Asset Reconstruction judgment, which extends to written promises in pleadings and proposals.
- g. These acknowledgments reset the limitation period to within three years of the filing. The COVID-19 exclusion period further supports timeliness, as the default continued into and beyond the suspended period. The corporate debtor's charts do not account for the continuing nature or acknowledgments, and thus do not establish bar by limitation. Therefore, the petition is not barred by limitation.

40. On issue No.(iii): Whether the project status warrants admission or the reverse corporate insolvency resolution process:

- a. The applicants submit that the project GMV OLAAN is abandoned due to lack of financial resources, with construction at a standstill as evidenced by photographs uploaded on the Madhya Pradesh Real Estate Regulatory Authority website (Annexure-A6 Colly and Annexure-A5 Colly), site visits on 03.09.2023 and 18.10.2023 showing



only 12 to 15 workers despite claims of 46, and reports from M/s Omen Assessors dated 26.09.2023 (Tower A 44 percent, Tower B 45.30 percent) and 18.03.2024 (Tower A 45 percent, Tower B 47.50 percent, open areas 0 percent), with no commencement on amenities like clubhouse, swimming pool, parking, lifts, fire systems, and pending works such as plastering, flooring, doors, windows, electrical fittings, sanitary fittings, and painting.

- b.** The Real Estate Regulatory Authority surveyor report dated 29.11.2023 in Petition M-BPL-23-0047 notes incomplete finishing for units, estimating 18 months for completion, contradicting the corporate debtor's claims of 85 to 90 percent. The Real Estate Regulatory Authority extension expired on 30.09.2023, rendering further work unauthorized.
- c.** The applicants argue for admission to initiate corporate insolvency resolution process to salvage the project, but consent to a reverse process under interim resolution professional supervision with a committee, subject to completion in 9 months with all amenities, payment of Real Estate Regulatory Authority penalties, and an alternative plan if failed, as per their affidavit dated 04.07.2025.
- d.** The corporate debtor submits that the project is 85 to 90 percent complete as per the chartered accountant certificate dated 27.10.2020 (Annexure-R5) and engineer's certificate dated 00.07.2017 (Annexure-R3 showing 85



percent), with Towers A and B structurally complete, requiring only finishing, Tower C at plinth, and Phases II and III in progress. The delays were due to non-disbursement of PNB loan leading to NPA, COVID-19 impacts, and regulatory hurdles, but post one time settlement with PNB on 22.06.2022 and no objection certificate dated 12.09.2022, work has resumed with Rs. 100 lakhs infused, and daily updates provided (Annexure Document 3 dated 16.10.2023).

- e. The corporate debtor undertakes to infuse Rs. 450 lakhs phasewise, complete Towers A and B with internal developments, lifts, roads, parking in 9 to 12 months excluding rainy season, shift Tower C allottees to A or B without escalation, honour agreements, form monitoring team of 5, deposit funds in escrow, and handover units or refund with penalties, as per affidavit dated 02.07.2025.
- f. The corporate debtor argues for a reverse corporate insolvency resolution process to avoid higher costs and ensure completion as a going concern, relying on ***Flat Buyers Association Winter Hills – 77, Gurgaon Vs. Umang Realtech Pvt. Ltd., Company Appeal (AT) (Insolvency) No. 926 of 2019 (NCLAT order dated 04.02.2020)*** endorsing reverse process for real estate projects.
- g. Upon analysis, the independent evidence from M/s Omen Assessors reports, site visit affidavits, photographs, and



the Real Estate Regulatory Authority surveyor report establish that the project is far from completion, with physical progress under 50 percent for key towers, no work on amenities, and essential installations pending, making the buildings uninhabitable and contradicting the corporate debtor's certificates from 2017 and 2020 which show no advancement in years.

- h.** The expired Real Estate Regulatory Authority extension confirms unauthorized status, and past delays due to financial issues admit default indirectly. However, the corporate debtor's undertakings demonstrate intent to revive through infusion of funds and structured completion, supported by viability from MPCON and post one-time settlement progress.

- i.** In real estate insolvency, where homebuyers form the majority class of creditors, admission under Section 7 is warranted for established default, but a reverse corporate insolvency resolution process, as conceptualized in the Flat Buyers NCLAT judgment, allows the promoter to complete the project under interim resolution professional oversight, avoiding liquidation risks and aligning with the Insolvency and Bankruptcy Code, 2016 objectives of resolution and value maximization under the Preamble and Section 12A. This approach is further supported by the Insolvency and Bankruptcy Code (Amendment) Act, 2025, which introduces project-specific insolvency in real estate cases to facilitate completion without disrupting viable parts



- j. This is further supported by ***Anand Murti Vs. Soni Infratech Private Limited (2023) 3 SCC 743*** permitting promoter-led completion post-admission if it protects stakeholder interests. The mutual consent in affidavits for supervised process with committee and timelines justifies the adoption of a reverse mechanism upon admission, incorporating applicants' conditions for safeguards.

41. On issue No.(iv): whether **IA No. 199 of 2022** is to be allowed:

- a. The applicants initially opposed IA No. 199 of 2022 in their reply dated 11.10.2022, contending that the corporate debtor's promises are unfulfilled, with inconsistent excuses like PNB loan issues being afterthoughts, project split into phases without consent, and non-compliance with earlier commitments in emails (Annexure-R4 dated 19.10.2018 for possession by 01.04.2019, Annexure-R5 dated 28.09.2019, Annexure-R6 Colly dated 01.07.2020 and 08.07.2020). The applicants highlight mismanagement, fund diversion probed by Real Estate Regulatory Authority order dated 18.08.2021, and unclean hands, seeking dismissal.
- b. However, in the affidavit dated 04.07.2025, the applicants consent to the reverse process if the corporate debtor undertakes completion in 9 months with amenities, pays Real Estate Regulatory Authority dues, is qualified under the Real Estate Regulatory Authority, withdraws cancellation letters, and provides for an alternative if failed.



- c. The corporate debtor in IA No. 199 of 2022 seeks directions to implement reverse corporate insolvency resolution process post PNB one time settlement, proposing re-planning Phase 2 as plots/duplexes for cash flow, stagewise completion (Stage 1 3-6 months, Stage 2 3-9 months for Towers A-B handover, Stage 3 9-12 months for amenities), infusion of Rs. 450 lakhs (Rs. 200 for one time settlement, Rs. 100 infused for site work), undertakings for no escalation, honour builder buyer agreements, monitoring team of 5, escrow deposits, handover or refund with penalties.
- d. The additional affidavit dated 19.12.2022 notes Real Estate Regulatory Authority order dated 14.11.2022 permitting phased handover by 30.09.2023 and restart. The affidavit dated 16.10.2023 claims 90 percent completion for Towers A-B, projection to finish by 31.03.2024 with step-wise details.
- e. The corporate debtor relies on ***Vidarbha Industries Power Ltd. Vs. Axis Bank Ltd. (2022 SCC Online SC 841)*** for abeyance of admission for viable proposals, and Flat Buyers NCLAT for the reverse process in real estate.
- f. Upon analysis, the IA proposes a structured revival plan with funds infusion and timelines, feasible per MPCON viability study and partial infusions, aligning with Insolvency and Bankruptcy Code, 2016 goals to grant opportunity for resolution without full corporate insolvency



resolution process, as in Vidarbha judgment allowing abeyance for solvent debtors with proposals. The Real Estate Regulatory Authority permission has expired, necessitating renewal, but the undertakings address delays.

- g.** The applicants' initial opposition is mitigated by consent with conditions, which can be incorporated for protection. The reverse process is suitable per ***Flat Buyers and Girish Luthra Vs. Cosmos Infra Engineering (India) Pvt. Ltd. (NCLT New Delhi order dated 23.01.2024)*** disposing Section 7 with directions for supervised completion.
- h.** Therefore, the IA is **allowed in part**, with directions for reverse process integrated into admission, including committee, timelines, and safeguards.

42. On issue No.(v): whether **IA No. 45 of 2024 is to be allowed:**

- a.** The applicants in reply dated 06.09.2024 submit that IA No. 45 of 2024 is filed to delay proceedings, as the amended Form-1 dated 20.05.2023 was filed in compliance with order dated 12.05.2023 allowing IA No. 156 of 2021 for impleadment of 7 additional homebuyers, and no reply was filed by the corporate debtor to the amended petition. Objections to Form-1 or authority were not raised in hearings from May 2023 to August 2024, implying waiver. Claims are assessed as of the original filing date per



Supreme Court and NCLAT judgments, and the three settled homebuyers were part of the initial 20 applicants.

- b.** Authority letters for applicants 21 to 27 were filed on 30.05.2024, and no evidence of forgery or fabrication is provided. The applicants highlight the corporate debtor's non-compliance with orders dated 25.08.2023 and 11.01.2024 for status reports, false claims of 90 percent completion while reports show under 50 percent with no certificates and pending works, and attempts to force withdrawals through cancellations.
- c.** The corporate debtor submits that the amended Form-1 dated 20.05.2023 includes names of three settled homebuyers (applicants 11, 15, 18) despite withdrawal pursis filed in 2021, lacks authority of the signatory Sudhanshu Saksena for applicants 21 to 27, involves forgery and fabrication of documents, and claims no loss to homebuyers with permissible delays. The corporate debtor alleges perjury and fraudulent initiation to mislead the Tribunal and seeks preliminary inquiry under Section 340 of the Code of Criminal Procedure, 1973, lodging of complaint under Section 195 of the Code of Criminal Procedure, 1973, and penalty of Rs. 1 crore under Section 65 of the Insolvency and Bankruptcy Code, 2016 jointly and severally.
- d.** Upon analysis, the amended Form-1 was filed per Tribunal orders dated 12.05.2023 and 23.04.2025, served on the



corporate debtor, and no objections or reply were filed timely, constituting waiver of challenge. The inclusion of settled names does not vitiate as claims are from the original filing, and settlements post-date without affecting maintainability. Authority letters are on record, and no specific evidence of lack of authority or forgery is adduced, failing to meet the burden for Section 65 which requires proof of malicious or fraudulent initiation.

- e. The corporate debtor's allegations are unsubstantiated, while its own inconsistencies in project status claims are noted but do not justify action under Section 340 or 65. The **IA No.45 of 2024** is **dismissed** with no costs.

43. On issue No.(vi): Whether **IA No. 271 of 2024** is to be allowed:

- a. The applicants in IA No. 271 of 2024 submitted that the corporate debtor issued unilateral cancellation letters dated 15.04.2024 and 19.04.2024 to applicants Nos. 8,14,17,20,21,23,24,25,26 for non-payment of balance amounts, based on illegitimate demands dated 20.08.2023 and 21.02.2024 without project completion or occupancy certificates, inflated by ignoring Real Estate Regulatory Authority-ordered compensations for delays, and coercive to force withdrawal of the petition.
- b. Examples include applicant No.14 (Prashant Mandal) demanded Rs.4,41,082 but owed Rs.8,37,500 per order dated 19.01.2024 in M-BPL-23-0047; No.20 (Alok Dev)



demanded Rs.4,82,100 but owed Rs.6,30,000 per order dated 04.03.2018 in MBPL-18-0242; No.17 paid Rs.38,37,459 out of Rs.41,34,542 demanded Rs.5,84,899; No.8 paid Rs.31,02,367 out of Rs.34,06,720 demanded Rs.3,85,005; No.21 paid Rs.30,43,338 demanded Rs.6,93,151; No.25 paid Rs.39,47,108 demanded Rs.3,72,934; No.26 paid Rs.37,91,000 demanded Rs.7,80,940; Nos.23 and 24 demanded costs beyond agreements. Emails dated 21.02.2024 to No.26 and others threaten termination and deemed withdrawal of proceedings upon payment, annexed as A4.

- c.** The applicants argue that the Corporate Debtor has no power to cancel after the expiration of the Real Estate Regulatory Authority extension on 30.09.2023, and risk of third-party sales denying possession after 8-10 years, seeking ex-parte restraint on altering/alienating units, setting aside letters, and restraining coercive steps.
- d.** The corporate debtor submits that the cancellations are justified for non-payment of the balance outstanding as per builder-buyer agreements stages, with the project near completion allowing demands, and no mala fide as the letters are standard for defaulters. They argue the demands are legitimate without escalation, and the IA is unnecessary as undertakings in the affidavit dated 02.07.2025 honour agreements.



- e. Upon analysis of the submissions and annexures, the cancellation letters dated 15.04.2024 and 19.04.2024 are unilateral and based on demands that ignore the project's incomplete status without occupancy or completion certificates, violating the requirement under Section 19 of the Real Estate (Regulation and Development) Act, 2016 for delivery before full payment demand. The demands are inflated by not adjusting for delay compensations awarded in Real Estate Regulatory Authority orders, such as in cases M-BPL-23-0047 and MBPL-18-0242, leading to incorrect outstanding figures that prejudice the applicants.
- f. The emails dated 21.02.2024 explicitly link payment to deemed withdrawal of legal proceedings, indicating a mala fide intent to coerce abandonment of the petition, which is abusive and contrary to the spirit of the Insolvency and Bankruptcy Code, 2016 to protect creditors during resolution. The corporate debtor lacks authority to cancel allotments after the Real Estate Regulatory Authority extension expired on 30.09.2023, making such actions unauthorized and potentially enabling creation of third-party interests in violation of allottees' rights after years of payments. The undertakings to honour agreements do not justify the coercive steps, as the letters and demands precede and contradict them.
- g. Therefore, the **IA No. 271 of 2024** is allowed, the cancellation letters are set aside as ultra vires and coercive, and the corporate debtor is restrained from terminating



allotments, imposing penal interest, or creating third-party rights or interests in the units, to preserve the status quo during the corporate insolvency resolution process.

- 44.** In view of the findings on the issues, the present Petition is complete in terms of Section 7(5) of the Code. The Tribunal finds that the Financial Creditors have discharged its burden of proof under Section 7 of the Code by demonstrating the existence of a financial debt and default in completing the project and delivering the flats in time by the Corporate Debtor. The outstanding financial debt is more than rupees one crore, which meets the threshold limit as per section 4 of the Code and is well within the limitation for filing the present Petition, which is supported by comprehensive documentation. Moreover, the said default is not covered under the period exempted under Section 10A of the IBC, 2016.
- 45.** This Tribunal is satisfied that the Financial Creditors are entitled to the relief as sought. The Corporate Debtor's default, justifies the admission of the petition and the initiation of CIRP under the Code. Hence, the Application filed under section 7(2) of the Insolvency and Bankruptcy Code for



initiation of corporate insolvency resolution process against (CIRP) the Respondent/Corporate Debtor deserves to be admitted. However, as discussed above, the application of the Corporate Debtor to allow it to complete the project under reverse corporate insolvency resolution process is also allowed in part.

46. Accordingly, in light of the above facts and circumstances, it is, **hereby ordered** as under:-

- (i) The Respondent/Corporate Debtor - **Global Mega Ventures Private Limited** is **admitted** in the Corporate Insolvency Resolution Process (**CIRP**) under section 7 of the IBC, 2016.
- (ii) As a consequence thereof, a moratorium under Section 14 of the Insolvency and Bankruptcy Code, 2016 is declared for prohibiting all of the following in terms of Section 14(1) of the Code.
 - a. *The institution of suits or continuation of pending suits or proceedings against the Corporate Debtor including execution of any judgment, decree or order in any court of law, tribunal, arbitration panel or other authority;*
 - b. *Transferring, encumbering, alienating or disposing of by the Corporate Debtor any of its assets or any legal right or beneficial interest therein;*
 - c. *Any action to foreclose, recover or enforce any security interest created by the Corporate Debtor in respect of its property including any action under the Securitisation and Reconstruction of Financial*



Assets and Enforcement of Security Interest Act, 2002;

- 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.*
 - e. *The provisions of sub-Section (1) shall however, not apply to such transactions, agreements as may be notified by the Central Government in consultation with any financial sector regulator and to a surety in a contract of guarantee to a Corporate Debtor. The moratorium does not apply to transactions notified by the Central Government, as per Section 14(3)(a) of the IB Code, 2016. The moratorium shall apply specifically to the GMV OLAAN project and not to unrelated assets or projects of the Corporate Debtor, as per judicial precedents on project-wise resolution.*
- (iii) The order of moratorium under section 14 of the Code shall come to effect from the date of this order till the completion of the Corporate Insolvency Resolution Process or until this Adjudicating Authority approves the Resolution Plan under sub-section (1) of section 31 or passes an order for liquidation of the Corporate Debtor under Section 33 of the IBC 2016, as the case may be.
- (iv) However, in terms of Section 14(2) to 14(3) of the Code, the supply of essential goods or services to the Corporate Debtor as may be specified, if continuing, shall not be terminated or suspended, or interrupted during the moratorium period.
- (v) As proposed by the Financial Creditors and allowed by this Tribunal vide order dated 18.04.2024, we appoint



Mr. Gaurav Srivastava, having Registration No. IBBI/IPA-003/N-00285/2020-2021/13253, having address: Flat No.908, Charms Solitaire, Ahinsa Khand 2, Indirapuram, Ghaziabad, UP-201012 (**e-mail:** srivastava.law@gmail.com), Mobile No.99105-10790, under section 13 (1)(c) of the Code to act as Interim Resolution Professional (**IRP**). He shall conduct the Corporate Insolvency Process as per the Insolvency and Bankruptcy Code, 2016 r.w. Regulations made thereunder.

- (vi) The IRP so appointed shall make a public announcement (e.g., newspapers, websites) under Section 15 r.w. Regulation 6(2) of IBBI Regulations, 2016, of the initiation of the Corporate Insolvency Resolution Process and call for submissions of claims under section 13 within three days of appointment as per Regulation 6 of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, as required by Section 13(1)(b) of the Code. He will constitute the Committee of Creditors under Section 21, giving priority to homebuyers as per Regulation 9A of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016. The CoC shall be constituted within 7 days of the last date for submission of claims, as per Regulation 17.
- (vii) The IRP shall perform all his functions as contemplated, *inter-alia*, by sections 17, 18, 20 and 21



of the Code. It is further made clear that all personnel connected with the Corporate Debtor, its promoters, or any other person associated with the management of the Corporate Debtor are under legal obligation as per section 19 of the Code to extend every assistance and cooperation to the IRP. Where any personnel of the Corporate Debtor, its promoters, or any other person required to assist or co-operate with IRP, do not assist or cooperate, the IRP is at liberty to make appropriate application to this Adjudicating Authority with a prayer for passing an appropriate order.

- (viii) The IRP is expected to take full charge of the Corporate Debtor's assets and documents without any delay whatsoever within seven days of this order. He is also free to take police assistance in this regard, and this Court hereby directs the Police Authorities to render all assistance as may be required by the IRP in this regard. However, the IRP to also extend full cooperation to the Corporate Debtor for enabling it to complete the project under reverse corporate insolvency resolution process.
- (ix) The IRP shall be under a duty to protect and preserve the value of the property of the 'Corporate Debtor company' and manage the operations of the Corporate Debtor company as a going concern as a part of the obligation imposed by section 20 of the Code. The role of IRP is very critical and sensitive considering that his role is more of a facilitator and supervisor considering



that the project will be completed by the Corporate Debtor.

- (x) The IRP or the RP, as the case may be, shall submit to this Adjudicating Authority a periodical report with regard to the progress of the CIRP in respect of the Corporate Debtor.
- (xi) We direct the Financial Creditor to pay IRP a sum of **Rs.5,00,000/- (Rupees Five Lakhs Only)** in advance exclusive of applicable taxes, within 7 days from the date of this order to meet the initial costs of the CIRP, including issuing public notice and inviting claims, as per Regulation 33(1) of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016. This amount shall be adjustable against the IRP's fees and expenses as approved by the Committee of Creditors (CoC) under Regulation 33(3), with any excess refundable to the Financial Creditor or shortfall recoverable from the Corporate Debtor's estate as CIRP costs.
- (xii) The IRP is expected to process all the claims received as per provisions of IBC, 2016 and Regulations. The IRP should actively take assistance from the Corporate Debtor, based on the books of account and bank statements, in accepting/rejecting any claims received.
- (xiii) The Registry is directed to communicate this order to the Financial Creditor, Corporate Debtor, and to the Interim Resolution Professional, the concerned



Registrar of Companies and the Insolvency and Bankruptcy Board of India after completion of necessary formalities, within seven working days, and upload the same on the website immediately after pronouncement of the order. The Registrar of Companies shall update the Corporate Debtor's Master Data on the MCA portal to reflect its status as 'under Corporate Insolvency Resolution Process' within 7 working days of receiving this order and submit a compliance report to the Registrar, NCLT, within 14 working days.

- (xiv) The public announcement under Regulation 6(2) of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, shall be published in at least one English (national edition) and one vernacular newspaper with wide circulation in the state of the Corporate Debtor's registered office (Madhya Pradesh) and on the Corporate Debtor's website, if any, as per Form A of the said Regulations.
- (xv) However, in view of the findings on issues (iii) and (iv), the CIRP shall be implemented through a Reverse Corporate Insolvency Resolution Process as follows: -
 - (a) The corporate debtor is permitted to continue as a going concern under the direct supervision and control of the Interim Resolution Professional, who shall oversee all financial and operational decisions to prevent fund diversion for the primary



purpose of completing the project GMV OLAAN as per the undertakings provided.

- (b) A Monitoring Committee shall be formed within 15 days, comprising 2 representatives from the homebuyers, 2 from the corporate debtor's management, and 1 independent expert or observer to be nominated by the Interim Resolution Professional if the parties fail to agree.
- (c) The corporate debtor shall infuse the balance fund Rs.350 lakhs phase-wise as proposed in the undertaking dated 02.07.2025.
- (d) All recoveries from sold units and sales of unsold units deposited or any other income/receipt related to the project shall be deposited in an escrow account (bank account) and all project related expenses for material, labour and other be made from this bank account. for direct supervised payments to contractors, vendors, and for project costs.
- (e) The Interim Resolution Professional shall file quarterly progress reports with this Tribunal detailing the construction status, fund utilization, compliance with timelines, and any issues.
- (f) The project shall be completed stagewise within 9 months from this order, extendable by 3 months



only on approval of the Committee of Creditors, including all amenities as per the brochure (clubhouse, swimming pool, kids play zone, dedicated parking, etc.) and Real Estate Regulatory Authority approved plan, at the agreed rates in the builder buyer agreements without any escalation, shifting Tower C allottees to equivalent vacant units in Towers A or B, and handover of possession with execution of sale deeds or refund of amounts with Real Estate Regulatory Authority penalties if desired by any allottee.

- (g) If the completion is not achieved within the stipulated timeline, the Interim Resolution Professional shall propose an alternative resolution plan to the Committee of Creditors, excluding the current management of the corporate debtor, its agents or assignees, as per the applicants' consent and undertaking dated 04.07.2025.
- (h) The corporate debtor shall secure renewal of the extension from the Madhya Pradesh Real Estate Regulatory Authority within 30 days from this order to legalize ongoing works, failing which the Interim Resolution Professional may approach this Tribunal for further directions, including suspension of the reverse process.



(i) It is expected that the Real Estate Regulatory Authority, Madhya Pradesh, extends full and timely cooperation, including extensions, as per law, so that a long-stalled project gets completed and the homebuyers get housing units booked by them long ago.

(xvi) Liberty is granted to the parties, the Interim Resolution Professional, or any stakeholder to approach this Tribunal for any clarifications, modifications, or further directions as may be necessary for the effective implementation of this order.

(xvii) The commencement of the Corporate Insolvency Resolution Process shall be effective from the date of this order.

47. Accordingly, the petition **CP (IB) No.71/7/MP/2020** is ***admitted***, and the connected interlocutory applications, i.e. **IA No.199/MP/2022, IA No.45/MP/2024, and IA No.271/MP/2024**, are ***disposed of*** in the above terms, with no order as to costs.

-SD-
SANJEEV SHARMA
MEMBER (TECHNICAL)

-SD-
SHAMMI KHAN
MEMBER (JUDICIAL)