



**IN THE NATIONAL COMPANY LAW TRIBUNAL**  
**NEW DELHI BENCH-V**  
**SPECIAL BENCH**

**I.A/56/ND/2024**

**IN**

**CP IB-3131/ND/2019**

*[Under Section 30(6) and 31 of the Insolvency and Bankruptcy Code, 2016  
read with Regulation 39(4) of the Insolvency and Bankruptcy Board of India  
(Insolvency Resolution Process for Corporate Persons) Regulations, 2016]*

**IN THE MATTER OF**

**JINDAL STAINLESS LIMITED**

**... APPLICANT/ OPERATIONAL CREDITOR**

**Versus**

**SINGHAL STRIPS LIMITED**

**... CORPORATE DEBTOR**

**AND**

**IN THE MATTER OF:**

**ANIL KOHLI**

RESOLUTION PROFESSIONAL OF  
M/s. SINGHAL STRIPS LIMITED  
HAVING OFFICE AT  
D-32, EAST OF KAILASH, NEW DELHI-110065

**... APPLICANT**

**Order Delivered on: 30.04.2025**

**CORAM:**

**SHRI MAHENDRA KHANDELWAL, HON'BLE MEMBER (JUDICIAL)**

**MS. ANU JAGMOHAN SINGH, HON'BLE MEMBER (TECHNICAL)**

**APPEARANCES:**

<b>For the Respondent</b>	:	Mr. Sanjay Kr. Singh
<b>For the Home Buyers</b>	:	Mr. Mayank Mittal, Adv.
<b>For the SRA</b>	:	Mr. Arpit Singh Arora, Adv.
<b>For the Paridhi Finvest Pvt. Ltd</b>	:	Mr. Kunal Godhwani, Adv.
<b>For the RP</b>	:	Mr. Rishabh Jain, Adv.

I.A/56/ND/2024

IN

C.P.(IB) No.:3131/ND/2019

Order Delivered on: 30.04.2025



## **ORDER**

**PER: MAHENDRA KHANDELWAL, MEMBER (JUDICIAL)**

1. The present application i.e., I.A./56/2024 has been filed under Section 30(6) read with section 31(1) of the Insolvency and Bankruptcy Code, 2016 (hereinafter referred to as 'the Code') read with Regulation 39(4) of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 (hereinafter referred to as 'CIRP Regulations') on behalf of Mr. Anil Kohli, Resolution Professional (hereinafter referred to as 'Applicant') of M/s. Singhal Strips Limited (hereinafter referred to as 'Corporate Debtor'), seeking approval of the Resolution Plan submitted by M/s. Puma Realtors Private Limited (hereinafter referred to as 'Successful Resolution Applicant') and approved by the Committee of Creditor (hereinafter referred to as 'CoC') in its 10<sup>th</sup> meeting through e-voting on 04.09.2024 along with 05.09.2024.

### **2. Facts as averred by the Applicant in I.A./56/ND/2024**

- a) The Applicant submits that the Corporate Insolvency Resolution Process was initiated against M/s. Singhal Strips Limited, i.e., Corporate Debtor by this Adjudicating Authority vide order dated 30.10.2023 in the matter bearing C.P.(IB) No.:3131/ND/2019, an application filed by Jindal Stainless Limited under Section 9 of the Code and Mr. Hemant Sethi was appointed as the Interim Resolution Professional (IRP) of the Corporate Debtor vide the aforementioned Order. Thereafter, Mr. Hemant Sethi was replaced by Mr. Anil Kohli as Resolution Professional in 2<sup>nd</sup> CoC Meeting.
- b) In the interregnum, the erstwhile Interim Resolution Professional had issued public announcement vide Form-A on 11.11.2023 which was published in Financial Express in English edition & in *Jansatta* in Hindi edition- Delhi NCR edition. Pursuant to the same, the erstwhile Interim Resolution Professional received various claims from the Financial Creditors as well as Operational Creditors. The list of claims received by the Interim Resolution Professional is extracted below:



Sl. No.	Category of Creditor	Summary of Claims Received		Summary of Claims Admitted		
		No. of Claims	Amount	No. of Claims	Amount	% Share in Total Amount of Claims Admitted
1	Secured financial creditors belonging to any class of creditors					0.00
2	Unsecured financial creditors belonging to any class of creditors					0.00
3	Secured financial creditors (other than financial creditors belonging to any class of creditors)	1	958274866	1	958274866	96.07
4	Unsecured financial creditors (other than financial creditors belonging to any class of creditors)					0.00
5	Operational creditors (Workmen)					0.00
6	Operational creditors (Employees)					0.00
7	Operational creditors (Government Dues)	1	16801	1	16801	0.00
8	Operational creditors (other than Workmen and Employees and Government Dues)	1	123013235	1	29947719	3.03
9	Other creditors, if any, (other than financial creditors and operational creditors)					0.00
Total		3	1081304902	3	988239386	100.00

- c) Mr. Hemant Sethi was subsequently replaced by Mr. Anil Kohli as Resolution Professional in 2<sup>nd</sup> CoC Meeting held on 08.01.2024 which was later confirmed by this Adjudicating Authority vide Order dated 11.03.2024 with 100% voting in favour of the said resolution.
- d) The Applicant called and convened third CoC Meeting on 14.03.2024; wherein the Applicant herein apprised the CoC regarding the status of CIRP of the Corporate Debtor along with the status of the claims received from the creditors of the Corporate Debtor. Additionally, the Applicant herein had also visited the Plant of the Corporate Debtor situated in Rohtak for taking charge over the same.
- e) Further, Applicant put forth the resolution for future course of the action concerning the CIRP of the Corporate Debtor including the issuance of Form-G which was deliberated upon and subsequently approved by the CoC during the minutes of 3<sup>rd</sup> CoC meeting held on 14.03.2024
- f) The Applicant proceeded to publish Form-G for inviting Expressions of Interest from prospective resolution applicant on 27.03.2024 in *Business Standard* and *Rashtriya Sahara* newspapers in English and Hindi editions respectively. According to the same, the last date for the submission of the Expressions of Interest is 20.04.2024. Pursuant to the said FORM-G, the Applicant has received Expression of Interest from 26 PRAs. To that effect, the Applicant herein had opened a new bank account for the deposition of Earnest Money Deposit by the



prospective resolution applicants. Thereafter, the Applicant apprised the CoC that 6 resolution plans had been submitted by the Prospective Resolution Applicants along with the Earnest Money Deposit of Rs.1 crore during 5<sup>th</sup> CoC meeting held on 21.06.2024.

g) In the 6<sup>th</sup> Committee of Creditors (CoC) meeting held on 05.07.2024, it was noted that there is a need to ask PRAs to enhance their financial proposal. The Resolution Applicant apprised that an email dated 03.07.2024 was sent to all prospective resolution applicants indicating the parameters to revise their resolution plan value and accordingly PRAs have time to time revised their financial proposals. It was further decided that a communication will be sent to all prospective resolution applicants disclosing the highest available offer which could become benchmark for further negotiations.

It was deliberated that the final revised unconditional resolution plan ought to be submitted by the resolution applicants by 12.07.2024.

h) In the 7<sup>th</sup> CoC Meeting held on 15.07.2024, the Applicant apprised the CoC regarding the progress of CIRP of the Corporate Debtor, and five resolution applicants submitted their final revised resolution plans by 12.07.2024. however, one resolution applicants, i.e., Mr. Anuj Goyal did not submit any revised resolution plan.

i) The Applicant herein convened 8<sup>th</sup> CoC meeting on 25.07.2024 wherein the CoC was apprised that revised resolution plans were received in closed envelope to be reviewed by the Applicant herein before placing the same before CoC for their deliberation. Accordingly, due diligence concerning all resolution plans were conducted, wherein certain discrepancies were found and consequently, a list to that extent was prepared. The said discrepancies were to be reviewed for legal opinion concerning their feasibility.

j) In accordance with the legal opinion provided and discussed during the minutes of 9<sup>th</sup> CoC meeting held on 21.08.2024, the resolution applicants were required to submit clarificatory addendums in accordance with the discrepancy of their resolution plans.

k) Thereafter, only two resolution applicants were to submit their addendums which were put forth during 10<sup>th</sup> CoC meeting held on 04.09.2024. accordingly,



all 5 resolution plans were put before the CoC for their deliberation and approval. The CoC members considered feasibility of each resolution plan and proceeded to evaluate the same. The evaluation matrix is reiterated hereinbelow:

S. NO.	NAME	SCORE	RANKING
1.	Puma Realtors Private Limited	92	H1
2.	Mr. Kapil Aggarwal	83	H2
3.	Mohan Logistics Private Limited	79	H3
4.	Mr. Sandeep Ahlawat	66	H4
5.	Consortium of HR Commercials Private Limited, Sunrise Industries & Crown Steels	64	H5

- l) It is pertinent to mention that after the conclusion of 10<sup>th</sup> CoC meeting held on 05.09.2024, one Mr. Anuj Goyal submitted a revised resolution plan. However, after detailed deliberation, it was discussed that the delayed revised resolution plan dated 04.09.2024 cannot be placed before CoC for their approval.
  - m) Thus, the CoC, in its commercial wisdom, in its 10<sup>th</sup> meeting whose voting had commenced on 06.09.2024 till 18.09.2024. Subsequently, the CoC approved the Resolution Plan submitted by Puma Realtors Private Limited along with addendum dated 04.09.2024 with 100% voting in favour in terms of section 30(4) of the Code.
3. We have heard the submissions made by the Ld. Counsel for the Applicant and have carefully gone through the documents produced on record in conjunction with the averments tendered therein.



## SCOPE OF JUDICIAL REVIEW ON COMMERCIAL WISDOM OF COMMITTEE OF CREDITORS IN RESPECT OF APPROVAL OF RESOLUTION PLAN

4. Hon'ble Supreme Court, in many judgments, has considered the scope of the judicial review by this Adjudicating Authority while considering resolution plan which has been approved by the Committee of Creditors.
5. In so far as the approval of the resolution plan is concerned, this Adjudicating Authority is not sitting on an appeal against the decision of the Committee of Creditors and this Adjudicating Authority is duty bound to follow the judgment of the Hon'ble Supreme Court in the matter of **K. Sashidhar v. Indian Overseas Bank (2019) 12 CC 150**, wherein the scope and interference of the Adjudicating Authority in the process of the approval of the Resolution Plan is elaborated as follows:

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



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

6. Further, the Hon’ble Supreme Court of India in the matter of **Committee of Creditors of Essar Steel India Limited vs. Satish Kumar Gupta & Ors., Civil Appeal No. 8766-67 of 2019**, vide its judgment dated 15.11.2019 has observed as follows:

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

7. Further, the Hon’ble Supreme Court in the matter of **Jaypee Kensington Boulevard Apartments Welfare Association v. NBCC (India) Limited, (2022) 1 SCC 401** has held as under:

*“107.1. Such limitations on judicial review have been duly underscored by this Court in the decisions above-referred, where it has been laid down in explicit terms that the powers of the Adjudicating Authority dealing with the resolution plan do not extend to examine the correctness or otherwise of the commercial wisdom exercised by the CoC. The limited judicial review available to adjudicating authority lies within the four corners of Section 30(2) of the Code, which would essentially be to examine that the resolution plan does not contravene any of the provisions of law.”*

*(emphasis supplied)*

The above view of the Hon’ble Supreme Court in **Jaypee Kensington Boulevard Apartments Welfare Association v NBCC (India) Limited**



**(Supra)** is reaffirmed by the Hon'ble Supreme Court in its recent decision dated 21.11.2023 in the case of **Ramkrishna Forgings Limited Vs Ravindra Loonkar, Resolution Professional of ACIL Limited & Anr., 2022 SCC OnLine SC 2142.**

8. Additionally, Hon'ble Supreme Court, in their judgment dated 01.04.2024 passed in **Piramal Capital and Housing Finance Limited (Formerly known as Dewan Housing Finance Corporation Limited) Vs 63 Moons Technologies Limited & Ors., Civil Appeal Nos. 1632-1634 Of 2022** has examined the issue of scope of Judicial Review in the matter of approval of Resolution Plan. After analysing all the aforementioned judgments and other judgments, Hon'ble Supreme Court has stated as under:

*“42. In view of the above legal position settled by this Court in the fleet of judgments, it is no more res integra that the legislature has given paramount importance to the “commercial wisdom” of CoC, and that the scope of the judicial review by the Adjudicating Authority (NCLT) is limited to the extent provided under Section 31, and that of the Appellate Authority (NCLAT) is limited to the extent provided under sub-section (3) of Section 61 of the IB Code...*

*43. While considering the feasibility and viability of the Prospective Resolution Plans, the CoC can always suggest a modification therein and exercise its commercial wisdom. However, once the RP is approved by the requisite majority of CoC, and when such RP is placed before the Adjudicating Authority for its approval under Section 31, the Adjudicating Authority has to only see whether such RP as approved by the CoC meets the requirements as referred to in Section 30(2). It is only where the Adjudicating Authority is satisfied that the RP does not conform to the requirements of sub-section (1) of Section 31, it may by an order reject the RP. It is true that the NCLT has to decide all the questions on law or fact arising out of or in relation to the insolvency resolution or liquidation under the residuary jurisdiction vested in NCLT under Section 60(5), however as held in Essar Steel (supra), such residual jurisdiction does not in any manner impact Section 30(2) of the Code, which circumscribes the*





*jurisdiction of the Adjudicating Authority, when it comes to the confirmation of RP, as has been mandated by Section 31(1) of the Code.”*

9. Thus, from the judgments cited supra, it is amply clear that only limited judicial review is available to the Adjudicating Authority under Section 30(2) read with Section 31 of the Code, 2016 and this Adjudicating Authority cannot venture into the commercial aspects of the decisions taken by the committee of the creditors.
10. In light of the abovementioned law laid down by the Hon'ble Supreme Court, we now examine the resolution plan proposed in the instant application.
11. The salient features of the resolution plan submitted by Puma Realtors Private Limited (hereinafter referred to as 'Successful Resolution Applicant') and approved by the Committee of Creditor ('CoC') in its 10<sup>th</sup> meeting held on 04.09.2024 and 05.09.2024, are as follows:

- a) The amount proposed to be paid towards the Corporate Insolvency Resolution of the Corporate Debtor pursuant to the implementation of the proposed Resolution Plan is as under:

Particulars	Amount Claimed - INR	Amount Admitted - INR	Payment Proposed - INR
CIRP Dues	₹25,07,888	₹25,07,888	₹25,07,888

Particulars	Amount Claimed - INR	Amount Admitted - INR	Payment Proposed - INR
Secured Financial Creditors	₹95,82,74,866	₹93,13,74,866	₹22,72,00,000

Particulars	Amount Claimed - INR	Amount Admitted - INR	Payment Proposed - INR
Operational Creditors	₹12,30,13,235	₹12,30,13,235	₹4,10,044

Particulars	Amount Claimed - INR	Amount Admitted - INR	Payment Proposed - INR
Operational Creditors - Government Dues: Employees State Insurance Corporation	₹16,801	₹16,801	₹16,801
Operational Creditors - Government Dues: Excise & Taxation Department Harayana	₹21,85,18,860	₹21,85,18,860	₹7,11,651
<b>TOTAL</b>	<b>₹21,85,35,661</b>	<b>₹21,85,35,661</b>	<b>₹7,28,452</b>

- b) The average fair value and liquidation value of the Corporate Debtor is INR 22,86,28,908.00/- and INR 17,42,26,533.00/- respectively.



- c) In view of Section 31 of the Code, this Adjudicating Authority before approving the Resolution Plan is required to examine whether the Resolution Plan which is approved by the CoC under Section 30 (4) of the Code meets the requirements as referred to under Section 30 (2) of the Code.

**Section 30 (2) is quoted below: -**

*“(2) The resolution professional shall examine each Resolution Plan received by him to confirm that each Resolution Plan –*

*(a) provides for the payment of insolvency resolution process costs in a manner specified by the Board in priority to the payment of other debts of the corporate debtor;*

*(b) provides for the payment of debts of operational creditors in such manner as may be specified by the Board which shall not be less than-*

*(i) the amount to be paid to such creditors in the event of a liquidation of the corporate debtor under section 53; or*

*(ii) the amount that would have been paid to such creditors, if the amount to be distributed under the Resolution Plan had been distributed in accordance with the order of priority in sub-section (1) of section 53,*

*whichever is higher, and provides for the payment of debts of financial creditors, who do not vote in favour of the Resolution Plan, in such manner as may be specified by the Board, which shall not be less than the amount to be paid to such creditors in accordance with sub-section (1) of section 53 in the event of a liquidation of the corporate debtor.*

*Explanation 1. — For removal of doubts, it is hereby clarified that a distribution in accordance with the provisions of this clause shall be fair and equitable to such creditors.*

*Explanation 2. — For the purpose of this clause, it is hereby declared that on and from the date of commencement of the Insolvency and Bankruptcy Code (Amendment) Act, 2019, the provisions of this clause shall also apply to the corporate insolvency resolution process*



*of a corporate debtor-*

*(i) where a Resolution Plan has not been approved or rejected by the Adjudicating Authority;*

*(ii) where an appeal has been preferred under section 61 or section 62 or such an appeal is not time barred under any provision of law for the time being in force; or*

*(iii) where a legal proceeding has been initiated in any court against the decision of the Adjudicating Authority in respect of a Resolution Plan;]*

*(c) provides for the management of the affairs of the Corporate debtor after approval of the Resolution Plan;*

*(d) The implementation and supervision of the Resolution Plan;*

*(e) does not contravene any of the provisions of the law for the time being in force*

*(f) conforms to such other requirements as may be specified by the Board.*

*Explanation. — For the purposes of clause (e), if any approval of shareholders is required under the Companies Act, 2013 (18 of 2013) or any other law for the time being in force for the implementation of actions under the Resolution Plan, such approval shall be deemed to have been given and it shall not be a contravention of that Act or law.]”*

- d) The Resolution Applicant provides for total corpus of Rs.22,83,38,000/- through a mix of equity/unsecured loan/secured loan/debentures for the resolution of Corporate Debtor. The said payout composed of payment of CIRP Cost, payment to secured financial creditors, unsecured financial creditors and the unpaid stamp duty. The RA proposed Rs.22,72,00,000/- for the admitted claim of Rs.93,14,00,000/- to the secured financial Creditor and Rs.11,83,000/- for the admitted claim of Rs.34,15,00,000/- for Operational Creditors, out of which the RA proposed Rs.7,28,000/- for the admitted claim of Rs.21,85,00,000/- for the government dues.



e) The sources of funds for the resolution of Corporate Debtor have been provided by the Resolution Applicant as Annexure-A-19 of the instant application. In this regard, the relevant extract of is reproduced below:

S. No.	Particulars	Amount in Rs.
1.	Bank Account Balance	1,92,53,490
2.	Fixed Deposits Receipts (FDR)	8,32,01,827
3.	Current Assets	56,47,53,758

f) That the final resolution plan and its addendum submitted by Consortium of Puma Realtors Private Limited meets the requirements of Section 30(2) of the Code as under: -

Section	Provisions under Section 30(2) of the Code	Compliance under Resolution Plan
30(2)(a)	provides for the payment of insolvency resolution process costs in a manner specified by the Board in priority to the payment of other debts of the corporate debtor;	YES Clause 2.2 (2), Page-13; Clause 3.6.5, Page-21
30(2)(b)	provides for the payment of debts of operational creditors in such manner as may be specified by the Board which shall not be less than-  (i) the amount to be paid to such creditors in the event of a liquidation of the corporate debtor under section 53; or  (ii) the amount that would have been paid to such creditors, if the amount to be distributed under the resolution plan had been distributed in	YES Clause 2.2.3, Page-13; Clause 2.5(1) (a), Page-16



	accordance with the order of priority in sub-section (1) of section 53	
30(2)(c)	provides for the payment to the Financial Creditors who did not vote in favour of the resolution plan	NA
30(2)(d)	provides for the management of the affairs of the Corporate Debtor after approval of the resolution plan;	YES Clause 4.2.1(c), Page-38
30(2)(e)	the implementation and supervision of the resolution plan;	YES Point 2.2.5, Page-14 Clause 4.4, Page-40
30(2)(e)	does not contravene any of the provisions of the law for the time being in force	YES Clause 2.2.6, Page-14

- g) That the Resolution Applicant has provided the indicative timeline of events for implementation of the Resolution Plan at Page No. 245, which is reproduced as under: -

Particulars	Amount Admitted - INR	Payment Proposed - INR	Schedule of Payment
<b>CIRP Dues</b>	₹25,07,888	₹25,07,888	Paid within 90 days of Plan Effective Date
<b>Secured Financial Creditors</b>	₹93,13,74,866	₹22,72,00,000	Paid within 90 days of Plan Effective Date
<b>Workmen &amp; Employees</b>	₹0	₹0	-
<b>Operational Creditors - Government Dues</b>	₹21,85,35,661	₹7,28,452	Paid within 90 days of Plan Effective Date
<b>Operational Creditors</b>	₹12,30,13,235	₹4,10,044	Paid within 90 days of Plan Effective Date
<b>Other than Financial Creditors and Operational Creditors</b>	₹4,40,73,500	₹0	Paid within 90 days of Plan Effective Date
<b>TOTAL</b>	<b>₹131,95,05,150</b>	<b>₹23,08,46,384</b>	



h) Mandatory Contents as specified under Regulations of IBBI CIRP Regulations 2016 are as under: -

<b>Regulation</b>	<b>Provisions under said Regulations of IBBI CIRP Regulations 2016.</b>	<b>Compliance under Resolution Plan</b>
38(1)	Whether the amount due to the operational creditors under the resolution plan has been given priority in payment over financial creditors	YES Clause 2.5(1) (a), Page-16
38(1A)	A resolution plan shall include a statement as to how it has dealt with the interests of all stakeholders, including financial creditors and operational creditors, of the corporate debtor.	YES Clause 2.5.2, Page-17
38(1B)	A resolution plan shall include a statement giving details if the resolution applicant or any of its related parties has failed to implement or contributed to the failure of implementation of any other resolution plan approved by the Adjudicating Authority at any time in the past.	YES Clause 2.5.3, Page-17
38(2)(a)	A resolution plan shall provide the term of the plan and its implementation schedule;	YES Clause 4.5.1, Page-42
38(2)(b)	A resolution plan shall provide the management and control of the business of the corporate debtor during its term; and	YES Clause 4.2, Page-37
38(2)(c)	A resolution plan shall provide adequate means for supervising its implementation	YES Point 2.2.5, Page-14, Clause 4.4, Page-40
38(2)(d)	provides for the manner in which proceedings in respect of avoidance transactions, if any, under Chapter	No Application under Section 43, 45, 49, 50 &



	III or fraudulent or wrongful trading under Chapter VI of Part II of the Code, will be pursued after the approval of the resolution plan and the manner in which the proceeds, if any, from such proceedings shall be distributed.	66 was filed by the Resolution Professional.
38(3)(a)	A resolution plan shall demonstrate that – it addresses the cause of default;	YES Clause 3.3, Page-19
38(3)(b)	A resolution plan shall demonstrate that – it is feasible and viable;	YES Clause 2.5.5, Page-17
38(3)(c)	A resolution plan shall demonstrate that – it has provisions for its effective implementation;	YES Clause 2.5.6, Page-17
38(3)(d)	A resolution plan shall demonstrate that – it has provisions for approvals required and the timeline for the same; and	YES Clause 4.8.10, Page-46 Clause 4.6, Page-42 Clause 4.6.5, Page-43
38(3)(e)	A resolution plan shall demonstrate that – the resolution applicant has the capability to implement the resolution plan.]	YES Clause 2.5.7, Page-17
39(4)	The details for Performance Security received, as referred to sub-regulation (4A) of Regulation 36B	YES Performance Security was received as Bank Guarantee dated 21.09.2024 issued by ICICI Bank

- i) The Applicant along with the present application has attached a copy of affidavit under Section 29A of the Insolvency and Bankruptcy Code, 2016.



12. On perusal of documents provided with the Application and the facts asserted by the Resolution Professional, it is noted that the Resolution Plan approved by the Committee of Creditors (CoC) with a 100% majority vote as submitted by Puma Realtors Private Limited. Specifically, the Liquidation Value of the Corporate Debtor (CD) stands at Rs.17,42,26,533.00/-, while the Resolution Plan amounts to Rs.22,83,38,000/-. The CoC, exercising its commercial wisdom, approved the plan after considering all relevant facts and circumstances of the case.

13. The applicant has prayed for number of waivers, reliefs and concessions in the Resolution Plan as mentioned in Part D, Page 60-64 of the Resolution Plan. As to the relief and concessions sought in the resolution plan, by taking into consideration the decision of the Hon'ble Supreme Court in the matter of **Embassy Property Development Private Limited v. State of Karnataka & Ors. in Civil Appeal No. 9170 of 2019**, we direct the Successful Resolution Applicant to file necessary application before the necessary forum/authority in order to avail the necessary relief and concessions, in accordance with respective laws. The relevant part of the judgement is reproduced herein below:

*“39. Another important aspect is that under Section 25 (2) (b) of IBC, 2016, the resolution professional is obliged to represent and act on behalf of the corporate debtor with third parties and exercise rights for the benefit of the corporate debtor in judicial, quasi-judicial and arbitration proceedings. Section 25(1) and 25(2)(b) reads as follows:*

*“25. Duties of resolution professional –*

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

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

*(a).....*

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

*This shows that wherever the corporate debtor has to exercise rights in judicial, quasi-judicial proceedings, the resolution*





*professional cannot short-circuit the same and bring a claim before NCLT taking advantage of Section 60(5).*

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

In the light of the decision of the Hon’ble Supreme Court in the **Embassy Property Development Private Limited (Supra)**, as to the relief and concessions sought in Clause 4.8 of the Resolution Plan, it is clarified that this Adjudicating Authority is not inclined towards granting any such relief prayed for except for what is provided in the Code itself. However, the Successful Resolution Applicant may approach and file the necessary application before the necessary forum/authority in order to avail the necessary relief and concessions, in accordance with respective laws.

14. In view of the Final Resolution Plan and its addendum submitted by the Successful Resolution Applicant along with the mandatory compliances filed by the Applicant herein, we are of the view that the mandatory requirements as laid down under Section 30(2) of the Code are complied with.
15. In respect of compliance regarding Regulation 39(4) of the CIRP Regulations, the Applicant has filed a compliance certificate in Form-H annexed as Annexure 22 at Page 295-301 of the application, certifying that the Resolution Plan submitted by the Successful Resolution Applicant meets the requirements as laid down in various sections of the Code and the CIRP Regulations and there are sufficient provisions in the Plan for its effective implementation as required under the Code. Further, an affidavit has been obtained from the Successful Resolution Applicant stating that he is eligible under the provisions of Section 29A of the Code, 2016.
16. It is pertinent to mention herein that this Adjudicating Authority had directed the Resolution Professional to clarify the issue related to the extinguishment of the dues of workmen as mentioned in the Resolution Plan filed herein, and to furnish



an Affidavit to that effect vide Order dated 20.03.2025. And to that extent, the Applicant herein has furnished an Affidavit dated 26.03.2025 before this Adjudicating Authority to establish that there have been no claims submitted by the workmen and employees with respect to the Corporate Debtor, and the same can also be further corroborated *vide* the Information Memorandum.

17. In so far as the aforementioned issue is concerned, clause 3.12(4) of the Resolution Plan had been inserted to resonate with the provisions of Section 30(2) read with Section 53 of the Code and also adhering to the precedent in an eminent judgement passed by the Hon'ble Supreme Court in the matter of **Ghanshyam Mishra & Sons Pvt. Ltd. vs Edelweiss Asset Construction Co. Ltd., (2021) 9 SCC 657**. Further, the said principle has been reiterated in the matter of **Vaibhav Goel & Ors. vs Deputy Commissioner of Income Tax & Anr., Civil Appeal No.: 49 of 2022**. The relevant excerpt of the said judgment is reproduced hereinbelow:

*“8. In view of the declaration of law made by this Court, all the dues including the statutory dues owed to the Central Government, if not a part of the Resolution Plan, shall stand extinguished and no proceedings could be continued in respect of such dues for the period prior to the date on which the adjudicating authority grants its approval under Section 31 of the IB Code...”*

18. However, this Adjudicating Authority has not commented about the PF liability of the workmen and employees, due to which the same would be considered, if there is any claim to that extent.

19. In view of the above discussion, this Adjudicating Authority is satisfied that the Resolution Plan as filed and explained by the SRA meets the requirement of Section 30(2) of IBC.

20. In the Resolution Plan, it is mentioned that the powers concerning the control of the Corporate Debtor vests with the Resolution Professional which will be then transferred to the alleged new Board of Directors comprising of Mr. Sunil Kumar Jain and Mr. Apoorv Jain once the said Resolution Plan is approved by this Adjudicating Authority. Thereafter, the Resolution Applicant shall be in control and management of affairs of the Corporate Debtor.



21. Further, the correct implementation of the said Resolution Plan shall be performed by the Monitoring Committee from the date the said Resolution Plan gets approved. Pursuant to the aforementioned approval, the Monitoring Committee shall comprise of Resolution Professional or any other Insolvency Professional, one designated representative of the creditors and one designated representative of the Resolution Applicant and the said Committee shall be formed within one day from the communication of the order approving the said Resolution Plan.
22. The Monitoring Committee shall oversee the implementation of the Resolution Plan. It shall assist to maintain Corporate Debtor as a going concern with business in good health, in trust, in furtherance of sale of the Corporate Debtor to the Resolution Applicant and no other Person or stakeholder.
23. The Resolution Applicant reserves the right to streamline/restructure its holding in the Corporate Debtor and/or the operations, assets, liabilities, and/or businesses of the Corporate Debtor or any of their undertakings through arrangements, reconstructions, restructurings, mergers, sale of assets or securities or any other form of reorganization, renegotiation of existing agreements or arrangements, at any date after the Plan Effective Date. It is clarified that the same shall be done in consensus with the Monitoring Committee.
24. Therefore, in our considered view, there is no impediment to giving approval to the instant Resolution Plan. Accordingly, we hereby **approve the Resolution Plan**, which shall be binding on the corporate debtor and its employees, shareholders of the corporate debtor, creditors including the Central Government, any State Government or any local authority to whom statutory dues are owed, Successful Resolution Applicant and other stakeholders involved. In view of the above, **I.A. 56/ND/2024 stands allowed.**
25. It is declared that the moratorium order passed by this Adjudicating Authority under Section 14 of the Code shall cease to have effect from the date of pronouncement of this order.



26. While approving the resolution plan as mentioned above, it is clarified that the resolution applicant shall pursuant to the resolution plan approved under section 31(1) of the Code, 2016, obtain all the necessary approvals as may be required under any law for the time being in force within the period as provided for in such law.
27. The Resolution Professional shall forward all records relating to the Corporate Insolvency Resolution Process of the corporate debtor and the Resolution Plan to IBBI to be recorded in its database in terms of Section 31(3) (b) of the Code. The Resolution Professional is further directed to hand over all the records, premises, and properties of the corporate debtor to the Successful Resolution Applicant to ensure a smooth implementation of the resolution plan.
28. The approved Resolution Plan shall become effective from the date of passing of this order. The Approved Resolution Plan shall be a part of this order, subject to our observations regarding concessions, reliefs and waivers sought therein.
29. The Monitoring Committee is directed to file the monthly status report with regard to the implementation of the approved plan before this Adjudicating Authority.

In view of the above, the **I.A./56/ND/2024 stands approved** in terms of the aforesaid discussion and is accordingly disposed off.

Let the copy of the order be served to the parties.

**Sd/-**

**(ANU JAGMOHAN SINGH)  
MEMBER (TECHNICAL)**

**Sd/-**

**(MAHENDRA KHANDELWAL)  
MEMBER (JUDICIAL)**