

IN THE NATIONAL COMPANY LAW TRIBUNAL

KOCHI BENCH

CP (IB)/28/KOB/2025

(Under Section 7 of IBC, 2016, read with Rule 4 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016)

Date of institution: 18.08.2025

Order delivered on: 19.11.2025

In the matter of:

M/s. Alka Ventures Private Limited

MEMO OF PARTIES:

1. Jacob P P

81, Pongachira House
Kairaly Nagar, Choondy,
Vazhakulam, Ernakulam,
Kerala - 683112.

2. Tony Thomas & Sheila Thomas

(Apartment No. QEK502),
Represented by Applicant No.1
Jacob PP (Power of Attorney Holder)
Kalackattu House, Mavelikara Po 690101,
Kerala

3. Saju TM & Rakha Susan Mathew

(Apartment No. QEM702),
Represented by Applicant No.1
Jacob PP (Power of Attorney Holder)
Flat 4A2, Mingo Oak, Kent Oak Ville
Apartments, Benedict Road, PBK Myna
Road, Near Mary Matha School, Vazhakkala,
Thrikkakkara P O, Thrikkakkara North
(Part), Ernakulam, Kerala-682021.



4. Varkey Oommen

(Apartment No. KEA1104),
Represented by Applicant No.1
Jacob PP (Power of Attorney Holder)
Chenkilath House, Kollamkudi Mugal, Near
Bharath Matha College, Thrikkakkara PO,
Thrikkakkara North (Part), Vadacode,
Ernakulam, Kerala 682021.

5. Sreekumar V K & Vijayalakshmi Sarada

(Apartment No. KEA1804), Represented by
Applicant No.1 Jacob PP (Power of Attorney
Holder) Sreekumar V K Vilavath House,
Vilavath Temple Road, Near Vilavath
Temple, Perumbavoor, Ernakulam-683542
Kanjiramukku, Vijayalakshmi Sarada
Krishna Karthika, Tagore Lane, Elamakkara
PO, Ernakulam 682026.

6. Radhakrishnan Nair S

(Apartment No. KEA1901),
Represented by Applicant No.1 Jacob PP
(Power of Attorney Holder) Kolor(H),
Kidangoor South P.O., Kottayam, Kerala -
686583.

7. Satheesh Kumar N & Preetha Unni

(Apartment No. KEA404),
Represented by Applicant No.1
Jacob PP (Power of Attorney Holder)
Aniyathodi House, Kanniampuram
Ottappalam, Palakkad, Kerala-679104.

8. Ginimol Cheyadan

(Apartment No. KEA803),
Represented by Applicant No.1
Jacob PP (Power of Attorney Holder)



Vattakunnel, Nagapuzha PO,
Near St Mary's Church
Muvattupuzha, Kalloorkkad
Ernakulam, Kerala - 686668.

9. Devarajan TS & Sushama Thomas

(Apartment No. KEA605),
Represented by Applicant No.1
Jacob PP (Power of Attorney Holder)
Devarajan TS,
C-11/203, Near NDPL Office, Sector -3,
Rohini, Northwest Delhi -110085
Sushama Devarajan
Shamin Nivas, Cherukunnam, Mavelikkara,
Kallumala PO, Thazhakkara, Alappuzha,
Kerala -690110.

10. John K Samuel

(Apartment No. KEA1202),
Represented by Applicant No.1
Jacob PP (Power of Attorney Holder)
Plot No. K, Chakolas Bougain Villas Fr
Mulavarikkal Road, Konthuruthy, Thevara,
Ernakulam, Kerala - 682013.

11. Vijaya Nivas Ramachandran Saju

(Apartment No. KEA1304),
Represented by Applicant No.1
Jacob PP (Power of Attorney Holder)
Vijaya Nivas, Maikavu, Vappalassery PO
Nedumbassery Village, Parakkadavu
Angamaly, Ernakulam, Kerala-683572.

12. Nandakumaran Moorkath & Rathi



Kongot (Apartment No. KEA2004),
Represented by Applicant No.1 Jacob PP
(Power of Attorney Holder)
Flat No. 5081, Sobha Sapphire, Sobha City,
Puzhakkad, Thrissur, Kerala 680553.

13. Jagadeesan B Nair

(Apartment No. KEA504),
Represented by Applicant No.1
Jacob PP (Power of Attorney Holder)
Jagadeesan B. Nair 17/882, Manjari, Koivila,
Thevalakkara, Kollam, Kerala - 691590.

14. Anandan Keshavant Nair

(Apartment No. QEM203),
Represented by Applicant No.1
Jacob PP (Power of Attorney Holder)
B-304, Triveni Palace Shivmandir Road
Near Shiv Sagar Hotel Ramnagar,
Tilaknagar Kalyan, Thane Maharashtra -
421201.

15. Veena Sukumaran

(Apartment No. QEM603),
Represented by Applicant No.1
Jacob PP (Power of Attorney Holder)
Swasa, Avikkara Road, Chombala PO,
Azhiyur Kozhikode Kerala - 673308.

**16. Johny Achankunju & Lilly Kutti Achan
Kunju**

(Apartment No. QEK302),
Represented by Applicant No.1 Jacob PP
(Power of Attorney Holder) Charuvila
Puthen Veedu, Ottathekku Angadikkal PO,
Pathanamthitta Kerala-689648.



17. Alexander K Eapen & Dr. Kevin Alex Thomas

(Apartment No. KEB308),
Represented by Applicant No.1 Jacob PP
(Power of Attorney Holder) Kottapurath
Sunshine RSPO, Thiruvalla, Pathanamthitta
Kerala -689111.

18. Suresh Raghavan

(Apartment No. KEA1105),
Represented by Applicant No.1
Jacob PP (Power of Attorney Holder)
Kumkumasseril, Karimpana PO, Palakizha,
Muvattupuzha, Ernakulam, Kerala 68662.

19. Ramachandran Thottikkattu

(Apartment No. QEL801),
Represented by Applicant No.1
Jacob PP (Power of Attorney Holder)
Thottikkaattu House, Kundoor PO Mala
Thrissur - 680734.

20. Babu K Samuel

(Apartment No. QEL601),
Represented by Applicant No.1
Jacob PP (Power of Attorney Holder)
Flat No 404, R1, Panvelkar Regency
Ambarmath West, Neqar Father Agnel
School, Ambaramath, Thane, Maharashtra -
421501.

21. Arikodi Parambath Ratnapal

(Apartment No. QEM1401),
Represented by Applicant No.1
Jacob PP (Power of Attorney Holder)
Arikodi Parambath Ratnapal



S/o Naraynaa Menon, Karthika Chevayur,
Karuna Bhavan Road, Kozhikode, Kerala
673017.

22. K Ravindran Nair

(Apartment No. QEL202),
Represented by Applicant No.1
Jacob PP (Power of Attorney Holder) K
Ravindran Nair, C/o Kesava Pillai Appineth
Kizhakkethil Vettiyaru P.O., Vettiyaru
Alappuzha, Kerala - 690558.

23. Elizabeth Thomas John

(Apartment No. QEM704),
Represented by Applicant No.1
Jacob PP (Power of Attorney Holder)
Elizabeth Thomas John, W/o Thomas John
TC3/972, Tejas Kaleekal, Thoppil Nagar
Muttada PO-695025.

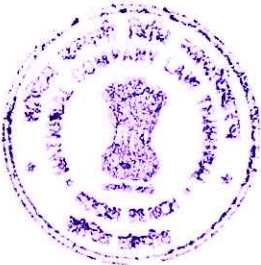
24. Ouseppachan TV

(Apartment No. QEK402),
Represented by Applicant No.1
Jacob PP (Power of Attorney Holder)
Ouseppachan T V, S/o Varghese
Thekkedath House, Mookkannoor PO
Ernakulam, Kerala-683577.

**25. Aravindakshan Setumadhavan Nair &
Premalatha Aravindakshan Nair**

(Apartment No. QE304), Represented by
Applicant No.1 Jacob PP (Power of Attorney
Holder) A-101, Bliss Vasant Oscar LBS
Marg, Next to Nirmal Lifestyle Mulund
West, Mumbai, Maharashtra - 400080.

26. Kanagutty Remesh Shetty & Sujatha



Ramesh Shetty, (Apartment No. QEL802),
represented by Applicant No.1 Jacob PP
(Power of Attorney Holder) Kanaguttu
House, Belvai village, Beluvai Dakhsina
Kannada, Karnataka-574213.

**27. Manoj Thomas Cheriyan & Anitha Susan
Thomas** (Apartment No. KEA1904),
Represented by Applicant No.1 Jacob PP
(Power of Attorney Holder), Erakkathil
House, Vijayapuram Village Vadavathor,
Kottayam Kerala - 686010.

28. Arun George
(Apartment No. KEA2102),
Represented by Applicant No.1 Jacob PP
(Power of Attorney Holder),
Muthuthottathu, Perunna Changanassery,
Kottayam, Kerala 686102.

29. Bijulal Prabhakar & Reeja Bijulal
(Apartment No. KEA1801),
Represented by Applicant No.1 Jacob PP
(Power of Attorney Holder), Moni Nivas,
Kandalloor P.O., Kayamkulam, Alappuzha
District, Kerala.

**30. Cheriyan Malayil & Smt. Elizabeth
Cheriyam,**
(Apartment No. QEL302), Represented by
Applicant No.1 Jacob PP (Power of Attorney
Holder) Malayil House, Tholassery
Thirumoolapuram, Thiruvalla
Pathanamthitta, Kerala - 689115.

...Petitioners/Financial Creditors

-Vs-



M/s. Alka Ventures Pvt Ltd

"Meena" TC 36/1690(1), Subash Nagar,
Vallakadavu PO Trivandrum-8

...Respondent/Corporate Debtor

Coram:

HON'BLE MEMBER (JUDICIAL) : SHRI. VINAY GOEL

HON'BLE MEMBER(TECHNICAL) : SMT. MADHU SINHA

Appearances:

For the Petitioner : Mr Akhil Suresh, Advocate.

For the Respondent : Mr Ismail Shahar, Advocate.

ORDER

Per Coram

1. The present Petition has been filed by the Petitioners, who are homebuyers in the SKYWINGS Township Project, under Section 7 of the Insolvency and Bankruptcy Code, 2016 (hereinafter referred to as 'the Code'), seeking initiation of the Corporate Insolvency Resolution Process, declaration of moratorium, and appointment of an Interim Resolution Professional against the Corporate Debtor, viz. M/s. Alka Ventures Private Limited.
2. The total amount claimed to be in default as per Part-IV of the petition is Rs. 11,85,65,284/- (Rupees Eleven Crore Eighty-Five Lakh Sixty-Five Thousand Two Hundred Eighty-Four only). **The Corporate Debtor was incorporated on 27.08.2003 with CIN: U55101KL2003PTC016411 under**



the Companies Act, 1956. Its registered office is situated at: "Meena", TC 36/1690(1), Subash Nagar, Vallakadavu P.O., Thiruvananthapuram. The Corporate Debtor has a Nominal Share Capital of Rs. 5,00,000/- and a Paid-up Share Capital of Rs. 1,00,000/-.

3. Facts of the Case and Submissions made by Ld. Counsel for the Petitioner are as follows:

- i. The Petitioners are allottees in the SKYWINGS Township Project, and are also members of the SKYWINGS Members Society, representing 98 allottees. The SKYWINGS project, consisting of five residential towers and a commercial complex with over 600 apartments and full amenities, was launched in 2007 by SRK Constructions with a promised completion date of September 2009. The applicants, who are homebuyers and financial creditors, purchased undivided shares in the King East and Queen East towers and executed agreements and sale deeds. Although the project was planned on 9.24 acres in Kakkanad, SRK failed to complete construction, citing the 2008 financial crisis, while simultaneously investing in other towers and launching multiple new projects. As delays continued, SRK brought in new investors and eventually reconstituted itself as SRK Shelters Private Limited.
- ii. Between 2012 and 2014, after meetings in Dubai, Doha and Bahrain, it was agreed that M/s. Alka Ventures Private Limited, the Corporate Debtor, owned by the construction contractor, would take over the project. A Memorandum of Understanding dated 28.02.2013, multiple addenda, Quadripartite Agreements, and a final takeover agreement dated 29.11.2014 obligated the



Corporate Debtor to complete King East and Queen East by 2015, and the full SKYWINGS project by 2018. Despite these legally binding commitments and substantial payments from allottees, no meaningful progress was made.

- iii. Homebuyers approached the Non-Resident Keralites Commission in 2018, where the Corporate Debtor again undertook to complete the two towers and obtain the occupancy certificate by March 2020, and the clubhouse by July 2020, and to raise Rs. 42 crores for completion. Even after the COVID-19 lockdown, the Corporate Debtor continued to default. The Skywings Members Society, formed by the purchasers, filed Complaint No.131/2021 before RERA seeking completion, possession, and execution of sale deeds. The Corporate Debtor's challenge before the Hon'ble High Court of Kerala was dismissed, and RERA initially directed completion by June 2023, later extending it to 31.08.2024. However, the Corporate Debtor still made no progress, and RERA granted another extension up to 30.12.2024 without hearing the homebuyers.
- iv. In parallel, MJ Properties, an erstwhile joint venture partner, obtained an arbitral award of about Rs. 32 crores, with accrued interest from the Commercial Court, Ernakulam. Execution proceedings resulted in the attachment of the very property in which the homebuyers have purchased interests, and orders were passed restraining the Corporate Debtor from transferring or charging the property. Homebuyers filed claim petitions opposing the attachment; although sale confirmation was temporarily



- stalled, MJ Properties retained the liberty to proceed against the property. Meanwhile, the Corporate Debtor sent communications acknowledging the attachment but failed to take corrective action.
- v. Throughout this period, homebuyers repeatedly demanded completion, issued a legal notice in March 2025, and received a denial from the Corporate Debtor. The building permit has expired, and renewal requires over Rs. 1.92 crore in fees under the Kerala Municipality Building Rules, 2019. Despite notices from the Thrikkakkara Municipality and demands from homebuyers, the Corporate Debtor has taken no steps to renew the permit, further demonstrating the absence of intent or financial capacity to complete construction.
- vi. Overall, more than Rs. 36.83 crores, over 75% of the total apartment value, has been paid by homebuyers in King East and Queen East, and the Petitioners alone have contributed Rs. 11.85 crores. Yet, more than a decade after takeover by the Corporate Debtor, the two towers remain incomplete, and the larger township portion has not begun. The Corporate Debtor has consistently defaulted on obligations under the Memorandum of Understanding, Addenda, Quadripartite Agreements, Non-Resident Keralites Commission orders, and multiple RERA deadlines, including the final extended deadline of 30.12.2024.
- vii. Despite repeated communications from the allottees, including a final legal notice dated 29.03.2025, the Corporate Debtor has failed to either complete construction or refund the amounts received. The prolonged inaction and persistent non-performance



demonstrate the inability of the Corporate Debtor to fulfil its contractual obligations and constitute a clear default under Section 7, read with the Explanation to Section 5(8)(f) of the Code, thereby treating the allottees as Financial Creditors. Having exhausted every possible recourse, the Petitioners are constrained to invoke the jurisdiction of this Adjudicating Authority, seeking initiation of the Corporate Insolvency Resolution Process against the Corporate Debtor, as no dispute has been raised nor any bona fide effort to complete the project has been made.

4. The Financial Creditor has primarily relied upon the following documents:

- i. Construction Agreements between the Petitioners and M/s. SRK Constructions on various dates annexed as Annexure A-1 (Colly).
- ii. Sale deed executed by the Petitioners and M/s. Sairung Developers and Promoters Pvt. Ltd on various dates annexed as Annexure A-2 (Colly).
- iii. Minutes of the meeting held in on 11.11.2012 in Dubai, 30.03.2013 in Dubai, 17.04.2013 in Doha, and 18.04.2013 in Bahrain annexed as Annexure A-3 (Colly).
- iv. Memorandum of Understanding dated 28.02.2013 annexed as Annexure A-4.
- v. The addenda executed on various dates are annexed as Annexure A-5 (Colly).
- vi. The QPAS executed on various dates annexed as Annexure A-6 (Colly)
- vii. Final agreement dated 29.11.2014 between SRK, Sairung and Alka Ventures annexed as Annexure A-7.
- viii. The payment status of the Petitioners and balance members of the Skywings Members Society annexed as Annexure A-9 (Colly).



- ix. The statement of Accounts till 31.10.2018, signed by Alka Ventures Pvt Ltd annexed as Annexure A-10.
- x. Payment receipts/bank statements of the Petitioners' Corporate to the Debtor after execution of QPAs on various dates are annexed as Annexure A-11(Colly).

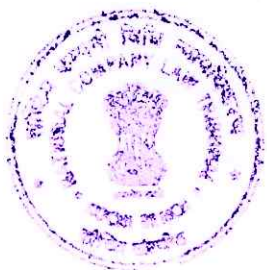
5. Objections raised by the Respondent

- i. The present petition seeking initiation of Corporate Insolvency Resolution Process against M/s. Alka Ventures Pvt. Ltd. is not maintainable in law and liable to be dismissed at the threshold. The petitioners have no status of Financial Creditors under Section 5(7) of the Insolvency and Bankruptcy Code, 2016. The dispute between the parties arises solely out of the delay in construction and delivery of apartments, which is already under active consideration of the Kerala Real Estate Regulatory Authority and therefore *sub judice*. Hence, the present petition is misconceived and an abuse of process.
- ii. The relationship between the Petitioners and the Respondent is purely contractual, based on Sale Agreements and Construction Agreements. The Respondent is a Promoter under Section 2(zk) of the Real Estate (Regulation and Development) Act, 2016, and the Petitioners are Allottees under Section 2(d) of the Act. The grievance of the Petitioners is only to secure completion and registration of their apartments. In fact, the construction is nearly completed, and the Real Estate Regulatory Authority, in Complaint No. 131/2021, directed completion by 31.08.2024. Having already chosen the Real Estate Regulatory Authority as the forum, the petitioners cannot subsequently invoke the Insolvency and Bankruptcy Code, 2016. Any



non-compliance with the directions issued by the Real Estate Regulatory Authority is enforceable exclusively before the Real Estate Regulatory Authority and not before this Adjudicating Authority.

- iii. The orders of the Real Estate Regulatory Authority were challenged by the Petitioners in an appeal before the Real Estate Appellate Tribunal and were dismissed. Several other proceedings, including O.P. (Arb) No. 107/2020 and E.P. No. 631/2020, are stayed by the Hon'ble High Court of Kerala. The petitioners have also filed claim petitions in related execution proceedings, which remain pending. Therefore, the dispute is already being adjudicated before competent forums, and the invocation of the Insolvency and Bankruptcy Code, 2016, is wholly improper.
- iv. The allegation that Petitioners paid Rs. 36.83 crores, 75% of the project value, is false and denied. As per a certified valuation report dated 23.09.2020 issued by a qualified Chartered Engineer, accepted by both the District Court, Ernakulam and the Hon'ble High Court, the total value of the land and building is Rs. 553,67,36,699/-. On average, Petitioners have paid only around 60% of their respective apartment values, and the balance amount remains payable upon completion. When petitioners themselves are in default of payment, they cannot claim to be Financial Creditors or allege "financial debt."
- v. There is no financial debt, no operational debt, and no default as defined under provisions of the Insolvency and Bankruptcy Code, 2016. The Respondent cannot be treated as a Corporate Debtor vis-à-vis the petitioners. The mandatory prerequisites under Section 6 of



the Code for initiation of the Corporate Insolvency Resolution Process are wholly absent. No statutory demand or notice under the Code was issued to the Respondent. Mere delay in construction, which is already governed and regulated under the Real Estate Regulatory Authority, does not confer jurisdiction upon this Adjudicating Authority nor permit the Petitioners to misuse Section 7 proceedings under the Code.

Analysis and Findings

6. We have heard the submissions of the learned Counsel for the Petitioner and the learned Counsel for the Respondent at length and carefully perused the material available on record.
7. At the time of the final hearing, the learned Counsel for the Respondent advanced the following submissions:
 - i. The Company Petition itself is not maintainable.
 - ii. The petitioner does not come within the ambit of a Financial Creditor.
 - iii. The respondent does not come within the ambit of a Corporate Debtor and is only a promoter.
 - iv. The total cost of the total project, as per Annexure R1, is Rs. 553,67,36,699/- and for a meagre amount of Rs. 11 crores, the proceedings under the IBC are not maintainable. The petitioner can avail an efficacious remedy before a Civil Court.
 - v. The petitioner has already availed an efficacious remedy before RERA; hence, the present petition is not maintainable.
 - vi. The petitioner could seek compensation for any alleged loss, if any, and 95% of the construction has already been completed.
8. Opportunity was granted to both parties to file written submissions. The written submissions have been filed and duly considered.



9. The test this Adjudicating Authority must apply is therefore two-fold:

- (i) whether the Petitioners qualify as “Financial Creditors” and
- (ii) whether there exists a “default” in repayment of financial debt.

10. At this point, it is necessary to consider the statutory framework governing the status of homebuyers/allottees as “Financial Creditors” under the Code. Section 5(8) of the Code defines “financial debt” to mean a debt disbursed against the consideration for the time value of money and includes various categories of financial transactions. Of relevance to the present case is Section 5(8)(f), which brings within its ambit:

“any amount raised under any other transaction, including any forward sale or purchase agreement, having the commercial effect of a borrowing.”

11. In 2018, the Legislature introduced an Explanation to Section 5(8)(f), which clarified:

“(i) any amount raised from an allottee under a real estate project shall be deemed to be an amount having the commercial effect of a borrowing.”

12. Thus, statutorily, the Code deems the sums paid by allottees/homebuyers to a real estate developer as financial debt. The above legal position has been settled authoritatively by the Hon’ble Supreme Court in ***Pioneer Urban Land and Infrastructure Ltd. & Anr. v. Union of India & Ors., (2019) ibclaw.in 13 SC***, wherein the Court held:

“86. We, therefore, hold that allottees/home buyers were included in the main provision, i.e., Section 5(8)(f) with effect from the inception of the Code, the explanation being added in 2018 merely to clarify doubts that had arisen.”



13. Accordingly, the Petitioners, being allottees in a real estate project, prima facie fall within the definition of “Financial Creditors”, subject to establishing “default” as defined under Section 3(12) of the Code.
14. In view of the statutory Explanation to Section 5(8)(f) and the clear exposition in *Pioneer Urban (supra)*, the amounts contributed by the Petitioners towards the construction and acquisition of apartments constitute a financial debt. The Respondent’s contention that the relationship is merely contractual or that the Petitioners are only “allottees” under the Real Estate (Regulation and Development) Act, 2016, cannot override the specific deeming fiction enacted in the Code.
15. Regarding the “default”, this Adjudicating Authority must assess whether the Corporate Debtor has failed to discharge its obligations corresponding to the financial debt. The record shows that the Corporate Debtor undertook, through multiple binding instruments, the Memorandum of Understanding dated 28.02.2013, the Addenda, the Quadripartite Agreements, and the Final Takeover Agreement dated 29.11.2014, to complete the King East and Queen East towers by 2015 and the entire project by 2018. There are further undertakings before the Non-Resident Keralites Commission (2018) to complete construction and obtain an occupancy certificate by March 2020. These commitments remain unfulfilled.
16. The narrative of delay continues through Real Estate Regulatory Authority proceedings. Despite successive directions in Complaint No. 131/2021, initially requiring completion by June 2023, later extended to 31.08.2024 and thereafter to 30.12.2024, there is no material placed before us establishing compliance. The persistent non-performance,



taken cumulatively, satisfies the definition of “default” under Section 3(12) of the Code.

17. Another important defence taken by the Respondent was regarding the present proceedings constitute a misuse of the Code when Real Estate Regulatory Authority proceedings are already underway, and the grievance pertaining to delayed construction. In this regard, the Hon’ble Supreme Court, in its recent judgment in ***Mansi Brar Fernandes v. Shubha Sharma & Anr., (2025) ibclaw.in 353 SC***, has undertaken a substantial doctrinal reassessment of the intersection between the Real Estate (Regulation and Development) Act, 2016 and the Insolvency and Bankruptcy Code, 2016. The Hon’ble Supreme Court has laid down important limits on homebuyers’ invocation of Section 7 of the Code, holding that:

- i. Real Estate Regulatory Authority is intended to be the primary specialised forum for disputes relating to delay, non-completion, or deficiencies in real estate projects;
- ii. The Insolvency and Bankruptcy Code, 2016, is not to be used as a substitute for specific performance or as a coercive recovery mechanism;
- iii. The Code may be invoked by homebuyers only in genuine cases of insolvency, where the facts clearly disclose the commercial inability of the developer to complete the project or repay amounts received.

18. This ruling makes it clear that cases before the Real Estate Regulatory Authority and cases under the Insolvency and Bankruptcy Code, 2016, serve different purposes. Just because a matter is already pending before



the Real Estate Regulatory Authority does not stop a homebuyer from filing a Section 7 petition under the Code. However, the homebuyer must prove that the builder is unable to pay its dues or complete the project, and that the Code is not being used simply to force the builder to finish construction or hand over the property.

19. The materials presented, including repeated written undertakings, multiple deadlines over more than a decade, expiry of statutory permits, non-renewal of the building permit for want of funds, and the Corporate Debtor's own admission of attachment of the project land pursuant to execution proceedings, prima facie indicate financial distress and inability to complete the project. The Corporate Debtor's assertion that only 60% of payments have been received and that Petitioners are in default does not, by itself, extinguish the statutory character of financial debt under Section 5(8)(f) nor negate the consistent pattern of non-performance extending from 2015 to 2024.
20. The Respondent's contentions that non-compliance with Real Estate Regulatory Authority orders is enforceable exclusively before the Real Estate Regulatory Authority are not tenable. As held in *Pioneer Urban (supra)*, the remedies under Real Estate Regulatory Authority and Insolvency and Bankruptcy Code, 2016 are concurrent; however, as clarified in *Mansi Brar Fernandes*, this Adjudicating Authority must ensure that the Code is not invoked merely as a fallout of delay or to compel performance, but only where ingredients of "default" and "financial debt" are satisfied and the facts disclose a genuine insolvency-related default.
21. It is pertinent to note that the Petitioners have not approached this Adjudicating Authority in the first instance. They initially invoked the



jurisdiction of the Real Estate Regulatory Authority, pursued adjudication of delays, and obtained multiple orders directing completion. They also approached the Non-Resident Keralites Commission and participated in various meetings and conciliation efforts. Only after exhausting all available remedies, and in the face of repeated defaults, expiry of building permits, attachment of project property, and the admitted financial incapacity of the Corporate Debtor, have the Petitioners approached this Adjudicating Authority as a measure of last resort under Section 7 of the Code.

22. Under Section 7 of the Insolvency and Bankruptcy Code, 2016, the scope of examination by this Adjudicating Authority is confined to determining whether a “financial debt” exists and whether a “default” has occurred. Any disputes raised by the Corporate Debtor do not constitute a “pre-existing dispute” to affect the maintainability of a Section 7 petition. The concept of pre-existing dispute is relevant only in proceedings under Section 9 of the Code. The amount in default exceeds the threshold prescribed under Section 4 of the Code, and the Petition is otherwise complete in all respects. Accordingly, this Adjudicating Authority finds sufficient ground to admit the Petition and initiate the Corporate Insolvency Resolution Process against the Corporate Debtor in accordance with law.

23. In light of the above facts and circumstances, it is hereby ordered as follows: -

- i. The Petition bearing **CP(IB)/28/KOB/2025** filed by homebuyers, the Petitioners/Financial Creditors, under section 7 of the Code for initiating Corporate Insolvency Resolution



Process against **M/s Alka Ventures Private Limited**, the Respondent/ Corporate Debtor, is hereby **admitted**.

- ii. There will be a moratorium under section 14 of the Code.
- iii. The moratorium shall have effect from the date of this order till the completion of the Corporate Insolvency Resolution Process or until the Adjudicating Authority approves the resolution plan under sub-section (1) of section 31 of the Code or passes an order for liquidation of Corporate Debtor under Section 33 of the Code, as the case may be.
- iv. Public announcement of the Corporate Insolvency Resolution Process shall be made immediately as specified under Section 13 of the Code, read with Regulation 6 of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Person) Regulations 2016.
- v. The Financial Creditor has proposed the name of one Mr Jasin Jose, Reg No: IBBI/IPA-001/IP-P00695/2017-2018/1125, as Interim Resolution Professional, and he had filed his written communication in the format prescribed under Form 2 of the Insolvency and Bankruptcy Board of India (Application to Adjudicating Authority) Rules, 2016. However, it is observed that Mr Jasin Jose is already handling multiple ongoing assignments before this Bench. In view of Regulation 22 of the IBBI (Insolvency Professionals) Regulations, 2016, which restricts an Insolvency Professional from taking on excessive assignments to ensure timely and effective resolution, this Tribunal considers it appropriate to appoint another



Insolvency Professional as the Interim Resolution Professional in the present matter, so that adequate time and attention may be devoted to this case. Accordingly, from the panel prepared in accordance with the “Insolvency Professionals to act as Interim Resolution Professionals, Liquidators, Resolution Professionals and Bankruptcy Trustees (Recommendation) Guidelines, 2025” issued by the Insolvency and Bankruptcy Board of India, **Mr Jossy Steephen Kattur**, having **Registration No. IBBI/IPA-002/IP-N01056/2021-2022/13627**, is hereby appointed as the Interim Resolution Professional of the Respondent/Corporate Debtor. **The Interim Resolution Professional is directed to submit his written consent to act as the Resolution Professional within three days from the date of receipt of this order.**

- vi. The Interim Resolution Professional shall carry out his functions as contemplated by Sections 15 to 21 of the Code.
- vii. During the Corporate Insolvency Resolution Process period, the management of the affairs of the Corporate Debtor shall vest with the Interim Resolution Professional or, as the case may be, the Resolution Professional in terms of section 17 of the Code. The officers and managers of the Corporate Debtor shall provide all documents in their possession and furnish all information within their knowledge to the Interim Resolution Professional within one week from the date of receipt of this order, in default of which coercive steps will follow.



- viii. The Interim Resolution Professional/ Resolution Professional shall submit to this Adjudicating Authority periodical reports concerning the progress of the Corporate Insolvency Resolution Process in respect of the Corporate Debtor.
- ix. The Petitioner/ Financial Creditor shall deposit a sum of **Rs. 2,00,000/- (Rupees Two Lakhs only)** with the Interim Resolution Professional to meet the expenses arising out of issuing public notice and inviting claims. These expenses are subject to the approval of the Committee of Creditors.
- x. In terms of Section 7 (7) of the Code, the Registry is hereby directed to communicate a copy of this Order to the Financial Creditor, the Corporate Debtor, and the Interim Resolution Professional by Speed Post & e-mail immediately, and in any case, not later than two days from the date of this order.
- xi. The Financial Creditor shall serve a copy of this Order on the Interim Resolution Professional and the Registrar of Companies, Kerala, by all available means for updating the Master Data of the Corporate Debtor. The Registrar of Companies shall send a compliance report in this regard to the Registry of this Tribunal within seven days from the date of receipt of a copy of this order.
- xii. The Registry is further directed to send a copy of this order to the Insolvency and Bankruptcy Board of India for their record.

24. The Registry is directed to send e-mail copies of this order forthwith to all the parties and their Learned Counsel for information and for taking necessary steps.



25. Let the Certified Copy of this order be issued, if applied for, upon compliance with all requisite formalities.
26. File be consigned to records.

Sd/-

MADHU SINHA

(MEMBER TECHNICAL)

Sd/-

VINAY GOEL

(MEMBER JUDICIAL)

Signed on this the 19th day of November, 2025.

A*

Certified to be True Copy-



Deputy Registrar
National Company Law Tribunal
Kochi Bench

