

**IN THE NATIONAL COMPANY LAW TRIBUNAL
HYDERABAD BENCH – 1**
ATTENDANCE CUM ORDER SHEET OF THE HEARING HELD ON
22-08-2023 AT 10:30 AM

IA (IBC) 1095/2022 in Company Petition IB/153/2021
u/s. 7 of IBC, 2016

IN THE MATTER OF:

Pridhvi Asset Reconstruction and
Securitisation Company Ltd

...Financial Creditor

VS

Sri Pavana Keerthi Hotels India Pvt Ltd

...Corporate Debtor

C O R A M:-

DR. VENKATA RAMAKRISHNA BADARINATH NANDULA, HON'BLE MEMBER (JUDICIAL)
SH. CHARAN SINGH, HON'BLE MEMBER (TECHNICAL)

ORDER

IA (IBC) 1095/2022

Order pronounced and the following order is passed:

ORDER:- According to the applicant under the Registered Sale Deed bearing No. 1184/2014 dated 31.10.2014, the applicant sold the property mentioned in the said sale deed to the Corporate Debtor, for a total sale consideration of Rs 19,94,00,000/-. However, the Corporate Debtor paid only a sum of Rs. 8,35,30,000/- and the balance sum of Rs. 11,58,70,000/- is due and payable by the purchaser namely i.e., the Corporate Debtor herein. While it was so, the said purchaser, has been admitted into CIRP, hence the applicant filed Form-F, before the Resolution Professional claiming an amount of Rs. 11,58,70,000/- and the same has been admitted by the Resolution professional vide communication dated 22.07.2022. According to the applicant as the full sale consideration under the registered sale deed dated 31.10.2014, has not been paid by the purchaser, the resolution professional is not entitled to include the property covered by the sale deed in the information memorandum, especially, after the Resolution Professional admitted the claim of the applicant. However as the resolution professional has included the property covered by the sale deed dated 31.10.2014,

this application is filed with a direction to Resolution professional to exclude the said property from the information memorandum of the Corporate Debtor.

The resolution professional in his counter contended that, he admitted the claim of the applicant made under Form-F, for a sum of Rs.11,58,70,000/- on the basis of the registered sale deed dated 30.10.2014. However, vide e-mail dated 22.07.2022, he had communicated to the applicant that,

Resolution Professional reserves the right to modify the claim on the basis any information/documents that may come to his notice, including the receipt of information/data/books of accounts from the Directors (Suspended Powers) of Corporate Debtor including any further clarifications provided by you during the Corporate Insolvency Resolution Process. In case of any modifications, we shall send an intimation for your records.

According to the Resolution Professional, in terms of Section 54 of the Transfer of Property Act, the sale under the registered sale deed dated 31.10.2014 is complete in all aspects since property has been delivered by the applicant to the Corporate debtor. Hence, he rightly included the said property in the information memorandum.

In this back drop we have carefully perused the Registered Sale Deed, dated 31.10.2014 executed by the applicant in favor of the Corporate Debtor. At page 03 of the said registered sale deed, it has been stated that “the total sale consideration has been payable and has been mentioned as Rs. 19,94,00,000/-. At page 4 of the sale deed, it has been stated that the purchaser has already paid an amount of Rs. 13,87,19,000/- to the Vendor as on date of execution of the said registered sale deed and the balance amount of Rs.6,10,000/- has been paid vide the DD No. 888673 dated 31.10.2014 drawn on Andhra Bank, to the Vendor and the vendor acknowledged the same. Thus, as per the recitals of the registered sale deed dated 31.10.2014, the entire sale consideration of Rs.19,94,00,000/- has been paid to the applicant by 31.10.2014. The sale deed also states that the petitioner has delivered vacant possession to the purchaser. The endorsement made by the Registering Authority at the time of registration of the sale deed also shows the receipt of the sale consideration has been admitted by the applicant vendor.

So much so, the oral plea of the applicant that it received only part sale consideration and as such the subject property cannot be included in the information memorandum of the corporate debtor is unacceptable and untannable under law and on the facts of this case.

Even assuming for a moment, the version of the applicant that the entire sale consideration was not paid is accepted, yet in terms of Section 54 of the Transfer of Property Act, which is as below,

“Sale” is a transfer of ownership in exchange for a price paid or promised or part-paid and part-promised. Sale how made.—3Such transfer, in the case of tangible immovable

property of the value of one hundred rupees and upwards, or in the case of a reversion or other intangible thing, can be made only by a registered instrument. 1In the case of tangible immoveable property of a value less than one hundred rupees, such transfer may be made either by a registered instrument or by delivery of the property. Delivery of tangible immoveable property takes place when the seller places the buyer, or such person as he directs, in possession of the property. Contract for sale.—A contract for the sale of immoveable property is a contract that a sale of such property shall take place on terms settled between the parties. It does not, of itself, create any interest in or charge on such property.”

the sale is complete in all aspects.

Admittedly, the applicant has transferred the physical possession of the property covered by the sale deed to the purchaser/Corporate Debtor. So much so, the property became the absolute property of the Corporate Debtor as on 31.10.2014 itself. Hence, the same shall necessarily form part of the information memorandum. Therefore, the present application seeking exclusion of the said property from the information memorandum is thoroughly misconceived, devoid of any merit or substance. Hence, this application is liable to be dismissed. Accordingly, the same is here by **dismissed**, however, without costs.

Sd/-

MEMBER (T)

Sd/-

MEMBER (J)