



NATIONAL COMPANY LAW TRIBUNAL
COURT ROOM NO. 1,
MUMBAI BENCH

Item No. 06

IA(I.B.C)/2044(MB)2026 In C.P. (IB)/903(MB)2019

CORAM:

SH. PRABHAT KUMAR SH. SUSHIL MAHADEORAO KOCHEY
HON'BLE MEMBER (TECHNICAL) HON'BLE MEMBER (JUDICIAL)

ORDER SHEET OF THE HEARING ON 01.06.2026

NAME OF THE PARTIES: **IA(I.B.C)/2044(MB)2026 - SONAL SUMIT
MEHTA VS MR CHIRAG R SHAH IN THE
MATTER OF STREESED ASSETS
STABILIZATION FUND VS KRYSTAL
STONE EXPORTS LIMITED.**

Section 7 & 60(5) of the Insolvency and Bankruptcy Code, 2016

ORDER

1. Adv. Shadab Jan a/w Adv. Rakesh Gupta for the SRA, Adv. Kunal Kanungo for the Counter Top India Pvt. Ltd., Rohan Agrawal for the Suspended Management present. Adv. Mitali Bhatt for the Chairman of Monitoring Committee/Respondent No. 1 and RP Chirag Shah Chairman of MC Krystal present through VC.
2. The present Interlocutory Application has been filed by the Sonal Sumit Mehta (hereinabove "Applicant"), under Section 60(5) of the Insolvency and Bankruptcy Code, 2016 ("Code") read with Rule 11 of National Company Law Tribunal Rules, 2016, praying for the following reliefs:
 - a) To extend the time for depositing the balance resolution amount of Rs. 14,60,56,036/-, originally stipulated to be paid within 90 days from the date of approval of the Resolution Plan by the Hon'ble Adjudicating Authority;*
 - b) Consequently, exclude the period from 25.03.2026 till the date of actual handover of possession of the SP-2 assets (Property No. 2)*



to the SRA from the computation of the implementation period.

- c) Grant a further period of 60 days from the date of handover of possession of the SP-2 (Property No. 2) assets (or such other period as this Hon'ble Tribunal may deem fit) for payment of the deferred amount, in accordance with and in furtherance of the express terms of the approved Resolution Plan.*
- d) Pending the hearing and final disposal of the present Application, this Hon'ble Tribunal may be pleased to direct the Respondents to not take any coercive action and/or steps of whatsoever nature:*
- e) Clarify that the aforesaid extension and exclusion of time shall not be treated as delay or default on the part of the SRA in implementing the Resolution Plan, but as an adjustment of the implementation schedule contemplated by the Plan and approved by this Hon'ble Tribunal.*
- f) Pass any other order(s) that this Hon'ble Authority may deem fit and proper in the interests of justice and equity.;*

3. The present application is being under Section 60(5) of the Insolvency and Bankruptcy Code, 2016 ("Code") read with Rule 11 of National Company Law Tribunal Rules, 2016 by the Applicant seeking directions for extension of the time to deposit the deferred payment as per the terms of the approved resolution plan dated 26.05.2025 (Originally submitted on 05.04.2025, Revised Resolution Plan dated 18.04.2025 and 30.04.2025).
4. The Corporate Debtor was originally admitted the vide order dated 24.09.2019 in C.P. 903 (IB)/MB/2019 wherein Mr. Vijay Pitamber Lulla was appointed as the Interim Resolution Professional ("IRP"). The order passed by the NCLT was set aside by the Hon'ble NCLAT on the ground of Natural justice vide order dated 26.09.2023.



5. A fresh admission order was passed by the NCLT vide order dated 03.05.2024 appointing Mr. Suman Kumar Verma was appointed as Interim Resolution Professional and was subsequently confirmed as Resolution Professional on 19.09.2024 (hereinafter referred to as "Erstwhile Resolution Professional")
6. A Public Announcement was made after re-initiation of CIRP by the Erstwhile RP on 08.05.2024 in the Financial Express, Navakal (Mumbai) and Mahanagar Times (Jaipur) newspapers, inviting claims from the creditors of the Corporate Debtor.
7. The Erstwhile Resolution Professional constituted the Committee of the Corporate Creditors with Omkara ARC Pvt. Ltd. "Respondent no. 2" as the sole financial creditor holding 100% voting share and an admitted claim of ₹31.78 crore
8. The final version of the proposed Resolution Plan submitted by the Applicant, dated 26.06.2025 which envisaged a total distribution of Rs. 18,81,00,000/- (Rupees Eighteen Crores Eighty-One Lakhs Only) to stakeholders, with an upfront payment of Rs. 4,00,00,000/- (including CIRP costs and payment to operational creditors) and a deferred payment of Rs. 14,60,56,036/- to be made within 90 days of plan approval. It is stated by the applicant that the plan also contained specific provisions for the handover of assets upon payment of the upfront amount and explicitly provided for exclusion of any delay in vacation of the SP-2 property from the implementation period.
9. In the 16th meeting of CoC of the Corporate Debtor was held on 11.06.2025 and 12.06.2025, the CoC's after detailed discussion and voting, approved the resolution plan submitted by the Applicant by the requisite majority on 29.06.2025. The Resolution Plan was approved by the NCLT vide order dated 23.02.2026.



10. It is stated that, in terms of the clause 4.3 of the plan, a Monitoring Committee was constituted comprising two representatives of the Resolution Applicant, two representatives of the secured financial creditor (Omkara ARC), and an insolvency professional nominated by both sides; Mr. Chirag R. Shah was designated Chairman. The members included: Mr. Chirag R. Shah (Chairman), Mr. Jeevan Kumar and Mr. Srinivas Rao (representatives of Omkara ARC), and Mr. Vikas Jain and Ms. Garima Diggiwal (representatives of the SRA)
11. It is further stated that, in the 2nd meeting of the Monitoring Committee held on 27.03.2026, the Chairman updated on handover of possession and progress of plan implementation, but noted that the erstwhile RP continued to hold possession of B-5 Bapi and around 1.000 sq. m. out of 14.028 sq. m. of SP-2 Jaipur along with all plant and machinery, while 4,028 sq. m. of SP-2 had been let to Countertops and Cabinets India Pvt. Ltd., alleged to be in illegal occupation after expiry of the rent agreement.
12. In the 3rd Meeting of the Monitoring Committee held on 15.04.2026, the Committee reviewed litigation and financial distribution statements. Pending proceedings included IA 5092/2025 before NCLT (Suman Kr Verma v. Countertops & Cabinets India Pvt. Ltd.) relating to eviction; Company Appeal (AT)(Ins) No. 1836/2025 before NCLAT (where the Monitoring Committee is not a party); Rent Tribunal Case No. 183/2025; and RIICO Writ Petition No. 1880/2010 in the Jaipur High Court.
13. Learned Counsel for the Chairman Monitoring Committee, during the course of proceedings, has also tendered the fourth minutes of the Monitoring Committee Meeting, wherein the Monitoring Committee has agreed to extend the period for payment of balance resolution money, as such minutes are not forming part of this application. Further, learned Counsel for the Suspended Management appears and seeks time to intervene the matter stating that the prayers sought for extension of time in the present application tantamount to modification of the approved



resolution plan and the payment of the resolution money was not contingent upon handing over the possession of property in occupation of M/s Countertops and Cabinets India Pvt. Ltd.

14. We heard the Counsel and perused the material on record.
15. It is noted that, as per the clause 2.5 of Schedule 7 of the approved Resolution Plan, the Applicant was to infuse a total sum of Rs 18,81,00,000 (Indian Rupees Eighteen Crores Eighty-One Lakhs Only) with a period of 90 days from the date of receipt of Plan Approval Order subject to fulfilment of various terms and conditions as provided in the approved Resolution Plan, out of which Rs. 4,20,43,964/- was paid on upfront and the balance was to be paid within 90 days from the date of receipt of Plan Approval Order. The Resolution Plan was approved on 23.02.2026, accordingly, the said balance payment fell due for payment by the SRA on 24.05.2026.
16. The learned Counsel for the Applicant submits that the said balance payment was to be made upon fulfilment of various condition as provided in the resolution plan and one of such condition was the handing over the possession of Plot No. SP-2 which is in occupation of Countertops and Cabinets India Pvt. Ltd. It is further stated that, since the possession thereof is still to be handed over to the applicant, the said balance payment has not fallen due. For this purpose the applicant has relied upon Schedule 2 and Schedule 5, the relevant part of which is reproduced as below :

"SCHEDULE 2: IMPLEMENTATION ACTIONS (Regulation 38(3)(c))

7. Possession of assets of the corporate debtor will be handed over on payment of upfront amount however charge/NOC of the CD will be released only after the full and final payment of the approved amount of Resolution Plan.

SCHEDULE 5: RELIEFS AND CONCESSIONS



10. Upon the successful payment of the upfront amount as specified in this Resolution Plan, the Resolution Professional shall peacefully hand over the possession of all assets and properties of the Corporate Debtor to the Resolution Applicant but the charge/mortgage shall be released only after full payment of the resolution plan amount.

17. It is clear from the bare reading of the Schedule 2 that the payment of second instalment was not link to handing over the possession of property in occupation of M/s Countertops and Cabinets India Pvt. Ltd, and an application filed by the Resolution Professional on 02.07.2025 for direction to M/s Countertops and Cabinets India Pvt. Ltd. was heard by this Tribunal after approval of the plan and order are yet to be pronounced as on date. It is pertinent to note that the said application for vacation of property under occupation of M/s Countertops and Cabinets India Pvt. Ltd. Ltd was filed by the Resolution Professional after approval of the Resolution Plan by the CoC on 29.06.2025. It follows therefrom that the CoC, in its commercial wisdom, had approved the plan knowing fully well that one of the property is in occupation of M/s Countertops and Cabinets India Pvt. Ltd on the date of the approval of the plan by CoC and no application is pending before this Tribunal in relation to vacation thereof. Further, clause 6 of Schedule 2 of the approved Resolution Plan states that *Resolution Applicant shall ensure that necessary financial commitments made by under the Resolution Plan are brought in timely manner and all the required commitments are met in timely manner. Considering the above, the Resolution Applicant have assured that it would be able to implement the plan successfully and have made necessary provisions for its effective implementation”*. , and this clause does not contain any rider as to shifting of obligation to make payment on account of non-handing over the property in occupation of M/s Countertops and Cabinets India Pvt. Ltd, and clause 7 only requires handing over the Possession of assets of the



corporate debtor on payment of upfront amount, but does not contain any stipulation for deferment in payment schedule in case this obligation to hand over is not met.

18. Even clause 14 of Schedule 5 under Relief & Concessions only require Resolution Professional and/or COC to ensure that peaceful physical possession of all properties allotted to and registered in the name of the Corporate Debtor, including but not limited to the land situated at SP-2, RIICO Industrial Area, Kilkipura, Shivdaspura, Jaipur, which is currently under the possession of any lessee, licensee, or third party, is handed over to the Resolution Applicant or the Corporate Debtor (as the case may be) free from any encumbrances, claims, or occupation, and to take all necessary steps, including eviction or cancellation of any existing arrangements, to facilitate such peaceful possession upon approval of this Resolution Plan by the COC. This tribunal in the para 28.1 of its order dated 23.02.2026 passed in IA (Plan) 120 of 2025 has clearly stated that *“The Corporate Debtor’s rights as well as rights of tenant in relation to property occupied by tenant, the subject matter of IA 5313/2025, shall be subject to the decision of this Tribunal in the said IA”*. Accordingly, even if any exclusion is contemplated in Para 14 of the Schedule 5 under Reliefs and concessions, the same having not been specifically granted by this Tribunal in para 28 of its Order, stand rejected and cannot be read any longer.

19. Further, this tribunal at para 28.m clarified that any relief, concession or waiver, not specifically dealt with in the said order shall be deemed to be denied or rejected. Indubitably, the applicant, herein, has proceeded to implement the resolution plan approved in terms of said order, hence the terms of approval as contained therein binds the applicant herein. In this regard, it is pertinent to note that the applicant at Para 15 of Schedule 5 of the approved Resolution Plan has declared that *“the Resolution Plan is unconditional, irrevocable, and binding on the Resolution Applicant, and is prepared in accordance with the provisions of the Code and CIRP Regulations (as amended from time*



to time) The reliefs, concessions, waivers and exemptions, if any, sought under the plan are an integral part of the Resolution Plan and shall not be conditional to the implementation of the Resolution Plan. Therefore, any modifications and/or non-acceptance by the Adjudicating Authority of such reliefs, concessions, waivers and exemptions shall be accepted unconditionally by the Resolution Applicant, and the Resolution Plan shall be implemented by the Resolution Applicant in accordance thereto.”

20. Clause 2.5 of Schedule 7 of the approved resolution plan does not contain any condition precedent for payment of balance resolution money, and requires payment of Rs. 14,60,56,036/- to secured financial creditors within 90 days without any string attached to it. Further, clause 4 of Schedule 7 provides for Infusion of funds in the Company *within 90 days from the approval of Resolution Plan by the Hon'ble NCLT.*

21. It is further noted that the applicant herein, being SRA in case of another corporate debtor's CIRP has filed an affidavit dated 01.05.2026 in IA (Plan) 21 of 2026 In CP IB 1158 of 2022, stating as follows:

10. The SRA had submitted a Resolution Plan in the CIRP of Krystal Stones Exports Limited for a total consideration of Rs. 18,81,00,000/- (Rupees Eighteen Crores Eighty-One Lakhs Only).

11. The SRA has duly complied with the upfront payment requirement of Rs 4,20,43,964/- (Rupees Four Crore Twenty Lakhs Forty-Three Hundred Sixty-Four Rupees only) and has made payment within the stipulated period of 30 days according to the Resolution Plan. Copy of Minutes of Third Meeting of Monitoring Committee evidencing amount deposited is attached herewith as Annexure-C.

12. The balance amount is required to be paid in within 90 days which the Deponent would be arranging by way of issuance of equity shares and Quasi Capital/Unsecured Loan by SRA.



22. The above statement also clarifies that the applicant on 1.5.2026 was conscious of his obligation to pay the amount within 90 days de hors possession of the property in occupation of M/s Cournter Top India Pvt. Ltd., hence, the contention of the applicant that the balance money was payable after handing over the possession of property in occupation of M/s Cournter Top India Pvt. Ltd. is incorrect and misleading.

23. Nonetheless, it is held in the matter of **Ashok Dattatray Atre and Ors. v. State Bank of India and Ors., (2024) ibclaw.in 214 NCLAT** that *“Adjudicating Authority has jurisdiction to grant extension of timeline in making the payment in a Resolution Plan and the view of the Adjudicating Authority that granting of extension of the timeline is modification of the terms of the Resolution Plan is not a correct view. Further, for extension of timeline it is not necessary that CoC should express its concurrence, only then the Adjudicating Authority can exercise its jurisdiction. The jurisdiction is there with the Adjudicating Authority in appropriate case. Granting extension of time in payment as per Resolution Plan for implementation of the Resolution Plan, appropriate jurisdiction is always vested with the Adjudicating Authority to pass appropriate order.”*

24. In the present case, the Monitoring Committee, which comprises of sole CoC Member also, deliberated upon the request from SRA for extension of timeline for implementation of the Resolution Plan in its meeting held on 26.05.2026 and after taking note of Para 14 of Schedule 5 of the approved Resolution Plan and Schedule 7 of the approved Resolution Plan took note of the submissions of Mr. Srinivas Rao, representing the Financial Creditor that *“any extension and/or exclusion of time in relation to implementation of the approved Resolution Plan shall be governed in accordance with the terms, conditions, and provisions of the approved Resolution Plan. He further stated that no separate resolution or approval of the Monitoring Committee is required in this regard, as the same forms*



part of and is adequately contemplated under the approved Resolution Plan”.

25. Though there is no specific resolution from the CoC sole member in relation to the extension of timelines for payment of balance money, however, the same can be implied from the aforesaid recording in the minutes of the Monitoring Committee Meeting. In view of the judicial precedence and implied concurrent of the CoC member, we consider it appropriate to allow further 45 days period from the date of this Order for the payment of balance resolution money subject to payment of interest at the rate of 12% per annum on the balance amount which is yet to be paid.

26. In terms of the above, the IA 2044 OF 2026 is partly Allowed and disposed of.

Sd/-

**PRABHAT KUMAR
MEMBER (TECHNICAL)**

/Nitesh Puri Goswami/

Sd/-

**SUSHIL MAHADEORAO KOCHEY
MEMBER (JUDICIAL)**