IN THE NATIONAL COMPANY LAW TRIBUNAL

MUMBAI BENCH, COURT - III

I.A. 13/2025

IN

C.P. NO. 247 (IB)/MB/2023

[Under Section 30(6) of the Insolvency and Bankruptcy Code, 2016]

Nitin Om Kothari

Resolution Professional of
Koshika Bioscience Private Limited,
Having office at:
5A/301 Alica Nagar,
Lokhandwala Township,
Kandivali (East),
Mumbai – 400101.

.... Applicant/ Resolution Professional

Versus

Committee of Creditors of,
Koshika Bioscience Private Limited,
Through Asset Reconstruction Company Limited,
Having registered address at:
The Ruby, 10th Floor 29,
Senapati Bapat Marg, Dadar (West),
Mumbai – 400 028.

... Respondent No. 1

Crimson Interactive Private Limited

Successful Resolution Applicant of Koshika Bioscience Private Limited,
Having registered address at:
1001, 10th Floor, Techniplex-II,
Veer Savarkar Flyover,
S.V. Road, Goregaon (West),
Mumbai – 400 062.
[CIN: U64200MH2005PTC157563]

... Respondent No. 2

IN THE NATIONAL COMPANY LAW TRIBUNAL

MUMBAI BENCH, COURT – III

I.A. (PLAN) 13/2025 IN C.P. NO. 247(IB)/MB/2023

In the matter of:

Under Section 7 of the Insolvency and Bankruptcy Code, 2016

Indiabulls Commercial Credit Limited

Having Registered Address at:
5th Floor, Building No. 27,
KG Marg Connaught Place,
New Delhi – 110 001.

.... Financial Creditor

Versus

Koshika Bioscience Private Limited

Having Registered Address at:
A/503, Western Edge II,
CCI Compound, WE Highway,
Borivali East, Mumbai – 400 066
[CIN: U74999MH2017PTC303371]

.... Corporate Debtor/ Respondent

Order Pronounced on: 10.10.2025

Coram:

SMT. LAKSHMI GURUNG, MEMBER (JUDICIAL)

SHRI. HARIHARAN NEELAKANTA IYER, MEMBER (TECHNICAL)

Appearances:

For the Applicant/RP: Adv. Prakhar Tandon i/b. Adv. Agam H Maloo along with RP in person Mr. Nitin Om Ko thari

PER: SHRI. HARIHARAN NEELAKANTA IYER, MEMBER (TECHNICAL)

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1. The present application has been filed by Mr. Nitin Om Kothari, Resolution Professional of Koshika Bioscience Private Limited

('Corporate Debtor') under the provisions of Section 30(6) of the Insolvency and Bankruptcy Code, 2016 **('the Code')**, seeking approval of the Resolution Plan for the Corporate Debtor submitted by M/s Crimson Interactive Private Limited **('Successful Resolution Applicant'/ 'SRA')**. The prayer in the present application is extracted below:

> a) *Sanction and approve the Resolution Plan approved by the Committee of Creditors of Koshika Bioscience Private Limited at its 07th CoC meeting held on 01st January 2025 and voted with 100% in favour on 09th January 2025, (annexed to the present application as **Annexure M & N**) under the provisions of section 31 of the Code and declare the same to be binding upon the Corporate Debtor, its creditors, members, guarantors and other stakeholders;*
>
> b) *Provide reliefs and concessions as sought for the Resolution Plan;*
>
> c) *Delay if any in filing the present Application be condoned by this Hon'ble Tribunal;*
>
> d) *That the Hon'ble Tribunal may pass such other orders as may deem just and proper by this Hon'ble Bench.*

<u>Commencement of CIRP</u>

2. Upon an application filed by Indiabulls Commercial Credit Limited **('Original Petitioner')** under section 7 of the Code, this Tribunal vide its order dated 16.04.2024 admitted the Corporate Debtor into Corporate Insolvency Resolution Process **('CIRP')**. Pursuant to the said order the Applicant, Mr. Nitin Om Kothari was appointed as the Interim Resolution Professional **('IRP')**.

3. **<u>Constitution and Meetings of Committee of Creditors ('CoC')</u>**

3.1 The IRP issued a public announcement in Form A on 19.04.2024 under Regulation 6 of the Insolvency and Bankruptcy Board of

India (Insolvency Resolution Process of Corporate Persons) Regulations, 2016 **('CIRP Regulations')** in two newspapers: Financial Express (English Language) and Navakaal (Marathi Language). The last date for submission of claims was 30.04.2024.

3.2 Based on the claims received, the CoC was constituted on 09.05.2024 and the first CoC meeting was held on 16.05.2024.

3.3 The IRP during the first CoC meeting held on 16.05.2024 was appointed as the Resolution Professional ('RP').

3.4 Indiabulls Commercial Credits Limited comprised as sole CoC member as of 09.05.2024. During the 6th CoC Meeting held on 19.12.2024, it was noted that the secured financial debt was assigned to Asset Reconstruction Company (India) Limited **('ARCIL')**. Thereafter, the report of RP on re-constitution of CoC with ARCIL as the member in place of Indiabulls Commercial Credits Limited was taken on record by this Tribunal vide order dated 30.01.2023 in I.A. No. 581 of 2025. Consequently, the re-composition of CoC, along with the amounts claimed and admitted, and the voting shares of CoC members, is as follows:

S. N.	***Name of Financial Creditors***	***Amount Claimed (in Rupees)***	***Admitted Claim (in Rupees)***	***New Voting Share (%)***
1.	Asset Reconstruction Company (India) Limited	71,08,01,998/-	71,08,01,998/-	100.00

4. **Valuation of Corporate Debtor**

4.1 The IRP, in accordance with Regulation 35 of the CIRP Regulations and with the approval of the CoC in the second meeting held on 13.06.2024, appointed two Registered Valuers to determine the Fair Value and Liquidation Value of the Securities and Financial Assets and Land and Building of the Corporate Debtor, which are as under:

A. Registered Valuer – Securities and Financial Assets
   i. Yatinkumar Shah (IBBI/RV/02/2020)
   ii. Rajesh Ramesh Kamath (IBBI/RV/02/2019/11925)

B. Registered Valuer - Property
   i. Balwant Singh Yadav (IBBI/RV/02/2022/14865)
   ii. Rahul Kumar Yadav (IBBI/RV/02/2022/15137)

4.2 Copies of the Valuation Reports submitted by the Registered Valuers are annexed as *Annexure – 'R Colly'* to the Petition. It is submitted that as the estimates given by Registered Valuers are not significantly different, the average of the two values are considered as 'Fair Value'. Further, the Average Valuation reported by the Valuers is provided as under:

Particulars of Assets	**Average Valuation**	
	Fair Value (in Rs.)	**Liquidation Value (in Rs.)**
Land and Building	14,56,56,333/-	11,65,25,066/-
Security and Financial Assets	13,002/-	13,002/-
Total	**14,56,69,335/-**	**11,65,38,068/-**

5. **<u>Issue of Expression of Interest (EoI) & Issue of RFRP</u>**

5.1 At the second CoC Meeting held on 13.06.2024, the CoC discussed on the Expression of Interest **('EoI')**, the earnest money deposit **('EMD')** and the performance guarantee.

5.2 Subsequently, in accordance with Section 25(2)(h) of the Code, the RP issued a public announcement in Form – G inviting EoIs from Prospective Resolution Applicants **('PRA')** on 15.06.2024. The Public Announcement was made in Free Press Journal (English Language) and one Navakal (Marathi Language) in accordance with Regulation 6 of the said CIRP Regulations. The last date for submission of EoI was 11.07.2024. EoIs were received from 5 PRAs namely Mr. Sandeep Agarwal, M/s Crimson Interactive Private Limited, Mrs. Monica Shah, Resurgent Property Ventures Private Limited and BSC Advisors Private Limited.

5.3 Information Memorandum was issued on 20.07.2024 and the Request for Resolution Plan (RFRP) and Evaluation Matrix was issued on 25.07.2024. The last date for submission of RFRP was 29.08.2024, which was extended to 03.09.2024.

6. **<u>Transaction Audit</u>**

The CoC, in the fourth meeting held on 05.09.2024 noted that the corporate debtor has had no turnover in the past few years. Furthermore, no material transactions were identified that would require reporting under Section 43,45,49,50 and 66 of the Code. Consequently, a transaction audit was not conducted.

7. **Approval of Resolution Plan by CoC**

7.1 The Resolution Plans were received by RP from three (3) PRAs namely: Mr. Sandeep Agarwal, Mrs. Monica Shah and M/s Crimson Interactive Private Limited.

7.2 In the seventh meeting of CoC held on 01.01.2025, the sole CoC member approved the resolution plan of M/s Crimson Interactive Private Limited. The resolution dated 01.01.2025 is reproduced herein under:

Resolution C1(a)

To consider and if found fit, to pass with or without modification the following Resolution:

....

*"**RESOLVED THAT** pursuant to sub-section (4) and sub-section (6) of Section 30 of the Insolvency and Bankruptcy Code, 2016, read with Regulation 39 of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons), Regulations 2016 and other applicable provisions of Insolvency and Bankruptcy Code, 2016 and rules and regulations made thereunder, the approval of the Committee of Creditors of Koshika Bioscience Private Limited be and is hereby accorded for the Resolution Plan submitted by **Crimson Interactive Private Limited** after considering its feasibility and viability, the manner of distribution proposed by the said Resolution Applicant in the said Resolution Plan, for the insolvency resolution of Koshika Bioscience Private Limited."*

....

8. Consequent to the same, the Applicant filed the captioned application under section 30(6) of the Code on 11.01.2025 seeking approval of the resolution plan.

Extension of CIRP period

9. The present I.A. is filed within 330 days from the initiation of CIRP. This Tribunal has allowed and granted extension of 90 days, from

14.01.2024 till 12.01.2025, to the CIRP period vide Order dated 11.11.2024 in I.A. 5318/2024.

Resolution Plan of M/s Crimson Interactive Private Limited

10. **Brief background of the SRA:**

It is stated that the SRA is a tech - forward company that believes in building technology – driven solutions for all stakeholders in research. Its technology connects experts, helps authors and makes publication easier using cutting edge technologies in NLP and Deep Learning to build value-driven AI products. It also helps to solve linguistic barriers faced by many companies around the globe.

11. **Affidavit under Section 29A of the Code**

The SRA has submitted an affidavit dated 23.09.2024 under Section 29A of the Code confirming that, as on the date of submission of the Resolution Plan, the SRA is eligible to submit a plan in respect of the corporate debtor. The said affidavit is attached as *Annexure – P* to the application.

12. Furthermore, the Resolution Professional has filed a due diligence certificate dated 10.01.2025 under section 29A for the SRA observing as follows:

> *That **Crimson Interactive Private Limited**, having submitted a Resolution Plan and has submitted an affidavit as required under Section 30(1) of the Insolvency and Bankruptcy Code, 2016 (the "Code") read with Regulation 39(1A) of the Insolvency Resolution Process for Corporate Persons Regulations, 2016, confirming that it is eligible under Section 29A of the Code to submit the Resolution Plan.*
>
> *Based on the said affidavit and documents provided by the Resolution Applicant and to the best of my knowledge and belief, I hereby certify that the Resolution Applicant is not ineligible under*

any of the disqualifications specified under Section 29A of the Code as on the date of this certificate.

This certificate is issued for the purpose of submission to the Committee of Creditors and/or the Adjudicating Authority under the Code.

13. **Performance Guarantee**

The SRA has submitted performance guarantee by way of bank guarantee bearing no. 240GT02250160009 dated 16.01.2025 for Rs. 3,06,41,305/- in favour of ARCIL. It is noted that the Performance Guarantee is valid up to 15.04.2026.

14. **Payment to all Stakeholders**

The payment offered to the stakeholders is as follows:

15. **CIRP Costs**

15.1 It is stated that the CIRP Costs would consist of two (2) components being: -

i. The expenses incurred by the RP to manage the CIRP process, as approved by the CoC.
ii. The costs necessary to keep the corporate debtor operational as a 'going concern', as per the CIRP Regulations.

15.2 It is further stated that any available cash or cash equivalents held by the corporate debtor on the effective date will be used to offset the CIRP costs. If the corporate debtor had availed interim financing during the CIRP, any security interests (like liens on assets or cash flows) created to secure that financing will be immediately released and discharged once the CIRP costs, including the interim finance amount, are paid in full.

15.3 During the course of hearing on 26.08.2025, this Tribunal sought clarification, which is inter alia reproduced as under: -

i. Why additional affidavit dated 30.07.2025 has been filed without seeking the leave of this Tribunal

15.4 Pursuant to the order dated 26.08.2025 of this Tribunal, the RP filed clarificatory affidavit dated 07.10.2025 dealing with the said query. The relevant extract of the explanation given is reproduced as under: -

"3.1. The plan envisages utilization of cash and cash equivalent for payment of CIRP cost. Provide details of cash and cash equivalent with which cannot be permitted to be used by SRA to pay CIRP cost.

3.1.1. That The Applicant submits that the available balance in the bank account is Rs. 35,69,469/- out of which Rs. 35,00,000/- (Rupees Thirty Five Lakhs Only) has been deposited by the Successful Resolution Plan ("SRA") for the purpose of Earnest Money Deposit ("EMD"). The difference amount is Rs. 69,469/-.

3.1.2. That The SRA has deposited the EMD of Rs. 35,00,000/- in two part i.e., Rs. 5,00,000/- (Rupees Five Lacs Only) on 11th July 2024 along with Form G and Rs. 30,00,000/- (Rupees Thirty Lacs Only) on 29th August 2024 along with the Resolution Plan.

3.1.3. That The Applicant submits that Total Resolution Plan value is of Rs.14,41,65,221/- out of which Rs.35,00,000/- has already been paid for EMD out of which the difference amount of Rs.14,06,65,221/- will remain pending which shall be paid after the approval of the plan by the Adjudicating Authority.

3.1.4. That The Applicant submits that the cash and cash equivalent amount of Rs.69,469/- shall be adjusted towards the CIRP cost as the estimate CIRP cost is amounting of Rs. 70,50,208/- which exceeds the bank balance amount. Hereto annexed and marked Annexure A is the copy of the expenses incurred during the CIRP.

3.1.5. That furthermore, it has been clarified by the SRA in the approved plan by the CoC that if CIRP cost exceed Rs.40,00,000/- (Rupees Forty Lacs) then the remaining amount shall be adjusted/ paid from the payment of Financial Creditor in ratio of the voting power in CoC.

15.5 With respect to the above, this Tribunal notes the clarification provided by the Applicant.

15.6 It is also stated that in the event actual CIRP Costs are lower than the estimate CIRP cost of Rs. 40,00,000/-, the balance amount of the CIRP costs shall be paid to the Financial Creditor.

15.7 The SRA undertakes to pay the CIRP Costs in priority to the payment of any other debt or any other creditor of the Corporate Debtor.

16. **Treatment of Guarantees and Subrogation Rights**

16.1 It is submitted that any personal guarantee/ corporate guarantee given by the Directors/ Promoters/ Associates/ Affiliates of the corporate debtor will not be absolved and any such conditions in the resolution plan would not be acceptable.

16.2 The guarantors that have provided guarantees for and on behalf of the Corporate Debtor and in order to secure the debt availed by the Corporate Debtor shall not be entitled to exercise any subrogation rights in respect of such guarantees. The personal/corporate guarantors irrevocably lose all rights of subrogation, indemnity, security, recompense or any claim against the Corporate Debtor or the SRA.

16.3 The financial creditor will have the right to enforce personal and corporate guarantees to recover any amount of deficit between the amount of claim and amount recovered under the resolution plan.

Treatment of Financial Creditors

17. The SRA will pay a total of Rs. 14,00,00,000/- as full and final settlement to the financial creditors. This entire sum is specifically designated for the secured financial creditors as a full and final settlement.

18. **Operational Creditors**

18.1 Operational Creditors (other than Employees and Government Dues)

It is submitted that a settlement of 1% of the total admitted claim will be paid for all operational creditors. The total admitted claim is Rs. 65,22,104/, and the proposed settlement amount is Rs. 65,221/-. This amount will be distributed on a prorata basis to the two entities with admitted claims:

a) Punjab National Bank: The claim of Rs. 53,91,000/- will be settled with a payment of Rs.53,910/-.

b) Madhava Commercial Premises Co-operative Society Limited: The claim of Rs. 11,31,104/- will be settled with a payment of Rs. 11,311/-.

18.2 Employee Dues

The RP has not received any claims from employees as against their dues. Therefore, the amount proposed to be paid to employees is NIL.

18.3 Gratuity and Provident Fund Dues

The RP has not received any claims has regarding gratuity and provident fund dues, therefore, the amount proposed to be paid towards gratuity and provident fund is NIL.

18.4 Government Dues other than Provident Fund Dues

i. It is submitted that the claims pertaining to Government Dues, other than Provident Fund Dues, is recorded as NIL.

ii. This Tribunal sought clarification vide order dated 26.08.2025, which is inter alia reproduced as under: -

ii. Why additional affidavit dated 30.07.2025 has been filed without seeking the leave of this Tribunal

iii. Pursuant to the order dated 26.08.2025 of this Tribunal, the RP filed clarificatory affidavit dated 07.10.2025 dealing with the said query. The relevant extract is given below: -

"3.2 Why additional affidavit dated 30.07.2025 has been filed without seeking the leave of this Tribunal

3.2.1. That the said additional affidavit has been filed to place on record the notice of demand issued by the Income Tax on 21st January 2025 for the amount of Rs.5,24,24,910/- Rupees Five Crores Twenty Four Lacs Twenty Four Thousand Nine Hundred and Ten Only) for Assessment Year 2020-21.

3.2.2. That there is a specific FORM B prescribed in the Code for submission of the Claims to the Resolution Professional. However, the Income Tax Department fails to submit their claim to the IRP/ Resolution Professional during the CIRP Period or before the approval of the Resolution Plan.

3.2.3. That the Applicant has filed the said additional affidavit dated 30th June 2025 with the Bonafide *intention to present the fact related to statutory authority dues.*

3.2.4. That the Applicant filed the said Additional Affidavit in pursuant to Ghanashyam Mishra & Sons Pvt. Ltd. v. Edelweiss Asset Reconstruction Company Ltd. (2021) wherein the court affirmed that once a resolution plan is approved, any claims not part of the plan - including statutory dues owed to the government - are extinguished. The court also confirmed that the 2019 IBC amendment, which specified that the government is bound by a resolution plan, was clarificatory in nature and applies retrospectively."

iv. In light of the above, this Tribunal has noted the above information provided by the Applicant.

19. **Additional Funds for infusion for improving operations**

The SRA plans to infuse Rs. 1,00,000/- for improving the company's operations, specifically for capital expenditure and working capital. These funds will be provided as fresh equity or an unsecured loan as needed.

20. **Reserve for Contingencies**

Additionally, Rs. 1,00,000/- reserve has been set aside for contingencies. This amount is intended to cover any potential or unlisted liabilities whether or not they were previously claimed or admitted by the RP that relate to the period before the effective date. Any unused portion of this reserve will be reallocated toward the working capital or capital expenditure.

Cancellation of Existing Shares

21. Upon the approval of the resolution plan, all pre-CIRP shareholdings, including equity and preference shares, held by promoters and other existing shareholders will be cancelled and extinguished at a NIL value.

Furthermore, no rights will remain with the previous shareholders, their legal heirs, or any financial institutions to which the shares may have been pledged.

Infusion of Fresh Equity

22. The SRA and its shareholders will be issued 100,000 new equity shares with a face value of Rs. 10/- each at par, on a preferential basis. This infusion of new equity will replace the old capital structure, ensuring that the management and ownership of the corporate debtor are transferred to the Resolution Applicant.

Compliance Certificate in Form-H

23. Pursuant to Regulation 39(4) of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, the Resolution Professional prepared and submitted a Compliance Certificate Form H dated 11.01.2025. The Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) (Second Amendment) Regulations, 2025 notified on 03.04.2025 that Form H has been amended. Accordingly, the Applicant in pursuance to this Tribunal's order dated 26.08.2025, vide additional Affidavit dated 04.10.2025 has placed on record revised Form H as per the amendment. The relevant extracts of revised Form-H are reproduced herein under:

4. The details of CIRP, and resolution plan are as under:

<table>
<tr><th>SI No</th><th>Particulars</th><th>Description</th></tr>
<tr><td>3.</td><td colspan="2">Total Admitted Claims
<table>
<tr><th>S N</th><th>Description</th><th>Principal</th><th>Interest and Penalty, if any</th><th>Total</th></tr>
<tr><td>1</td><td>Corporate Guarantee Claims</td><td>56,00,00,000</td><td>15,08,01,998</td><td>71,08,01,998</td></tr>
<tr><td>2</td><td>Other than Corporate Guarantee Claims</td><td>65,22,104</td><td></td><td>65,22,104</td></tr>
</table></td></tr>
<tr><td>4.</td><td>Resolution Plan Value (including insolvency resolution process cost, infusion of funds, etc.)
(In the case of real estate CDs, provide the monetary value of flats etc. given to allottees)
(pls attach copy of Resolution plan)</td><td>14,41,65,221</td></tr>
<tr><td>5.</td><td>Voting percentage (%) of CoC in favour of Resolution Plan
(pls attach copy of minutes approving Resolution plan)</td><td>100%</td></tr>
</table>

5. Details of implementation of resolution *plan:*

SI. No.	Particulars	Description
1.	*Amount of Performance Guarantee furnished by SRA (in Rs.) and its validity (attach document)*	*Bank Guarantee of Rs. 3,60,41,306 /- expiring on 15-01-2026*
2.	*Sources of Funds (in brief)*	*Own Fund*

3.	*Capital restructuring and management of the Corporate Debtor post approval of resolution plan (**in brief including shareholding proposed to be transferred in favour of SRA**)*	*Post approval of Resolution Plan, existing equity shares (10,000 shares held by the promoters) will be cancelled and extinguished for nil consideration.* *SRA will be issued 10,000 new equity shares of Rs. 10 on preferential basis.* *Therefore, post approval of Resolution Plan, **100% of the shareholding** will be held by the SRA.* *Post approval of Resolution Plan, all existing Directors shall cease to act as the Director of the Corporate Debtor and the CD shall be managed by a Reconstituted management/ Board of Directors.*
4.	*Term and implementation of the Plan (in brief)*	*Within 7 days from the date of receipt of approval of Resolution Plan, SRA will pay Rs. 14,41,65,221 to all stakeholders.*
5.	*Details of monitoring committee (in brief)*	*Monitoring Committee consists of following person:* *1. Resolution Professional* *2. One nominee of SRA* *3. One nominee of Financial Creditor*

6.	*Effective date of resolution plan implementation*	*Payment will be made within Seven days of receipt date of order on approval of the Resolution Plan by the Hon'ble NCLT*

6. The List of Financial Creditors of the CD being Members of the CoC and Distribution of Voting Share among them is as under:

SI No.	***Name of Creditor***	***Voting Share (%)***	***Voting for Resolution Plan (Voted for Dissented/Abstained)***
1.	*Asset Reconstruction Company (India) Limited*	*100%*	*Voted for*

7A. Realisable Amount:

SI No.	***Particulars***	***Description***
1.	*Total Realisable Amount under the Plan (In case of Real Estate CDs, provide the Monetary Value of flats, etc given to allottees)*	*14,00,65,221*
2.	*Fair Value*	*14,56,69,335*
3.	*Liquidation Value*	*11,65,38,068*
4.	*Percentage (%) of Realisable Amount to Fair Value*	*96.15%*
5.	*Percentage (%) of Realisable Amount to Liquidation Value*	*120.18%*
6.	*Percentage (%) of Realisable Amount to Principal Amount*	*24.72%*

7.	*Percentage (%) of Realisable Amount to Total Admitted Claims*	*19.52%*
8.	*Percentage (%) of Realisable Amount to other than Admitted Corporate Guarantee Claims*	*NA*

7B. Details of Realisable Amount:

(Amount In Rupees)

Stakeholder Type	***Amounts***				***Payment Schedule***
	Amount Claimed	***Amount Admitted***	***Realisable Amount under the Plan***	***Amount Realisable in Plan to Amount Claimed (%)***	
Secured Financial Creditors - *Creditors not having a right to vote under subsection (2) of section 21* - *Dissenting* - *Assenting*	*710801998*	*710801998*	*14,00,00,000*	*19.69%*	*Within 7 days*
Unsecured Financial Creditors - *Creditors not having a right to vote under subsection (2) of section 21* - *Dissenting* - *Assenting*					

Operational Creditors					
(i) Government					
(ii) Workmen - PF Dues - Other Dues					
(iii) Employees -PF Dues					
(iv) Other Operational Creditors	*91,38,042*	*65,22,104*	*65,221*	*1%*	*Within 7 days*
Other Debts and Dues					
Shareholders					
Total	***71,99,40,040***	***71,73,24,102***	***14,00,65,221***		

9. Steps to be taken by the concerned parties post approval of resolution plan by AA:

Next Step(s)	***Name of Party***	***Timeline***
Formation of Monitoring Committee.	*Resolution Professional, One Nominee of Resolution Applicant, One nominee of FC*	*Within 7 days*
Payment of unpaid Cirp Cost	*Resolution Applicant*	*Within 7 days*
Payment to Financial Creditor	*Resolution Applicant*	*Within 7 days*
Payment to Operation Creditors	*Resolution Applicant*	*Within 7 days*

Capital Restructuring and new management of CD	*Resolution Applicant*	*Within reasonable time limit*

10. Details of Income Tax losses carry forward under Section 79(2)(c) of Income Tax Act, 1961, if any.

Carry forward losses Rs 29,30,789 of AY 2023-2024
Carry forward losses Rs 10,39,551 of AY 2024-2025

11. Amount of Regulatory fee payable (0.25%) to the Board under Regulation 31 A is Rs 4,13,192 and affidavit to the said effect is submitted by the SRA to the Resolution Professional.

12. Status of Preferential, Undervalued, Fraudulent and Extortionate transactions and how these are dealt in the resolution plan, if any

SI No.	*Type of Transaction*	*Amount (Rs.)*	*Date of Filing with Adjudicating Authority*	*Date of Order of the Adjudicating Authority*	*Brief of the Order*	*How it is dealt in resolution plan*
1.	*Preferential transactions u/s 43*	*Nil*				
2.	*Undervalued transactions u/s 45*	*Nil*				
3.	*Extortionate credit transactions u/s 50*	*Nil*				
4.	*Fraudulent transactions u/s 66*	*Nil*				

5.	*Combination of PUFE transactions*	*Nil*				
	Total					

1. *Other Compliances*

   a. *The committee has approved a plan providing for contribution under regulation 398B as under:*

      (i) Estimated liquidation cost: Rs ...... The said Resolution was deferred by the members of the CoC.
      (ii) Estimated liquid assets available: Rs ...... The said Resolution was deferred by the members of the CoC.
      (iii) Contributions required to be made: Rs ..... The said Resolution was deferred by the members of the CoC.
      (iv) Financial creditor wise contribution is as under: The said Resolution was deferred by the members of the CoC.

SI. No.	*Name of financial creditor*	*Amount to be contributed (Rs.)*
1		
2		
....		
Total		

   b. *The committee has recommended under regulation 39C as under: --The said Resolution was deferred by the members of the CoC.*
      (i) Sale of corporate debtor as a going concern: Yes/ No
      (ii) Sale of business of corporate debtor as a going concern: Yes/ No

   c. *The committee has fixed, in consultation with the resolution professional, the fee payable [Amount in Rs ......] to the liquidator during the liquidation period under regulation 39D.--- The said Resolution was deferred by the members of the CoC.*

2. *Whether Resolution Plan is subject to any contingency/ condition – No*

24. **Declaration with respect to compliances of provisions under code and regulations**

The RP has certified on 04.10.2025 that

"I (Name of Resolution Professional) hereby certify that-

i) The said Resolution Plan complies with all the provisions of the Insolvency and Bankruptcy Code 2016 (Code), the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 (CIRP Regulations) including the provisions and Regulations as per the Table below:

Section of the Code/ Regulation No.	*Requirement with respect to Resolution Plan*	*Compliance (Y/N)*	*Relevant clause of resolution plan*
Section 25(2)(h)	*The Resolution Applicant meets the criteria approved by the CoC having regard to the complexity and scale of operations of business of the corporate debtor*	*Yes*	
Section 29A	*The Resolution Applicant is eligible to submit resolution plan as per final list of Resolution Professional or Order, if any, of the Adjudicating Authority*	*Section XIII (Pg-82)*	*Yes*

Section 30(1)	*The Resolution Applicant has submitted an affidavit stating that it is eligible as per Code*		*Yes*
Section 30(2)	*The Resolution Plan –*		
	(a) provides for payment of insolvency resolution process costs	*Section IV, point no. 1.2 (page no. 26)*	*Complied*
	(b) provides for the payment of the debts of operational creditors	*Section VI – page no. 41*	*Complied*
	(c) provides for the payment to the financial creditors who did not vote in favor of the resolution plan	*Section III (page 15)*	*Complied*
	(d) provides for the management of the affairs of the corporate debtor	*Section X (page 64)*	*Complied*
	(e) provides for implementation and supervision of the resolution plan	*Section XI (page 72)*	*Complied*
	(f) does not contravenes any of the provisions	*Section III (pg. 17)*	*Complied*

	of the law for the time being in force		
Section 30(4)	*The Resolution Plan-* *(a) is feasible and viable, according to the CoC* *(b) has been approved by the CoC with 66% voting share*	*Section VIII (pg. 61)*	*Complied.* *Complied*
Section 31(1):	*The Resolution Plan has provisions for its effective implementation Plan, according to CoC*	*Section V and XII (Pg. 33 and 75)*	*Complied.*
Regulation 38 (1)	*The amount due to the operational creditors under the resolution plan has been given priority in payment over financial creditors*	*Section VI (pg. 41)*	*Complied.*
Regulation 38 (1A)	*The resolution plan includes a statement as to how it has dealt with the interest of all stakeholders*	*Section VI (pg. 46)*	*Complied.*
Regulation 38 (1B)	*Neither the Resolution Applicant nor any of its related parties has filed to implement or contribute to the failure of implementation of any resolution plan*	*Section III (pg. 21)*	*Complied.*

	approved under the Code. If applicable, the Resolution Applicant has submitted the statement giving details of any such non-implementation		
Regulation 38 (2)	*The Resolution Plan provides:* *(a) the term of the plan and its implementation schedule* *(b) for the management and control of the business of the said corporate debtor during its term* *(c) adequate means for supervising its implementation*	*Section V, X, and XI (Pg. 32, 69 and 72)*	*Complied*
Regulation 38 (3)	*The resolution plan demonstrates that –* *(a) it addresses the cause of default* *(b) it is feasible and viable* *(c) it has provisions for its effective implementation*	*Section II, VIII and XII (Pg. 11,61 and 75)*	*Complied.*

	(d) it has provisions for approvals required and the time for the same *(e) The resolution applicant has the capacity to implement the resolution plan*		
Regulation 39(2)	*Whether the RP has filed applications in respect of transactions observed, found or determined by him?*	*NA*	*Complied*
Regulation 39(4)	*Provide details of performance security received as referred to in sub-regulation (4A) of Regulation 36B.*	*Performance Bank Guarantee of Rs. 3,60,41,306 expiring on 15-01-2026*	*Complied*

Implementation of Plan

25. **Monitoring Committee**

25.1 A Monitoring Committee will be constituted to manage the Corporate Debtor during the interim period from the date of approval of resolution plan till the completion of the implementation of the resolution plan.

25.2 The primary role of the Monitoring Committee is to preserve and protect the assets of the corporate debtor and ensure the effective implementation and supervision of the resolution plan. Also, to supervise payments to secured financial creditor and keep this Tribunal informed of the progress of resolution plan as and when required.

25.3 The committee will be chaired by the RP and will include the following members:

a) One nominee from the CoC to safeguard the interests of the financial creditors.
b) 2 (Two) nominees from the SRA, specifically Mr. Nandlal Mistry or Mr. Sandip Shetty, or other individuals they may nominate in consultation with their investors.

26. **Turnaround Strategy**

26.1 The SRA has formulated a multi-pronged strategy to revive the Corporate Debtor. The strategy focuses on several key areas:

i. first, a significant reduction in financial costs through the settlement and payment of creditors;
ii. second, the infusion of both capital for technological upgrades and necessary working capital to boost turnover and profitability;
iii. third, the implementation of a robust system for internal audit and financial management; and
iv. lastly, the establishment of a strong team of marketing and technical professionals to rejuvenate the business, which is expected to lead to a higher order book and improved liquidity.

26.2 It is stated the SRA will recover loans and advances from various parties, including those previously written off by the Corporate Debtor.

27. **Reconstitution of Board of Directors**

27.1 The SRA, will appoint its nominee(s), Mr. Sharad Mittal and/or other designated persons, to the reconstituted Board of Directors to oversee the management of corporate debtor. The SRA will also be responsible for identifying and appointing suitable professionals to handle daily operations, with support from Key Managerial Personnel and guidance from the Board of Directors.

27.2 After the Effective Date, but subject to the infusion of the equity by the Resolution Applicant, the Resolution Applicant shall constitute the Board of the Corporate Debtor and appoint key managerial personnel.

27.3 The reconstituted Board of Directors will assume management control of the Corporate Debtor immediately upon the approval of the resolution plan or as agreed with the RP/CoC ('Take Over Date'). The reconstituted Board of Directors, in consultation with the Monitoring Committee, will be responsible for the day-to-day supervision of the affairs of the Corporate Debtor, ensuring it operates as a going concern.

28. We note that the realisable value as disclosed in Form-H amounts to Rs. 14,00,65,221/-. The Resolution Plan provides that the SRA shall additionally infuse Rs. 1,00,000 towards planned infusion of Working Capital and Capital Expenditure and Rs. 1,00,000 to meet Contingency Reserves. Therefore, the final Resolution Plan value aggregates to **Rs. 14,42,65,221/-**.

29. We refer to the judgment of ***K Sashidhar v. Indian Overseas Bank & Others (2019) 12 SCC 150,*** the Hon'ble Apex Court held that if the CoC had approved the Resolution Plan by requisite percent of voting share, then as per section 30(6) of the Code, it is imperative for the

Resolution Professional to submit the same to the Adjudicating Authority (NCLT). On receipt of such a proposal, the Adjudicating Authority is required to satisfy itself that the Resolution Plan, as approved by CoC, meets the requirements specified in Section 30(2). The Hon'ble Apex Court further observed that the role of the NCLT is 'no more and no less'. The Hon'ble Apex Court further held that the discretion of the Adjudicating Authority is circumscribed by Section 31 of the Code and is 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) of the Code when the Resolution Plan does not conform to the stated requirements.

30. It can be seen from the provisions of the Code as well as in a catena of judgements that the commercial wisdom of the CoC in approving a resolution plan is given paramount importance and the scope of this Tribunal is limited to the extent of provisions under section 31 of the Code.

31. In ***Committee of Creditors of Essar Steel India Limited through Authorised Signatory Vs. Satish Kumar Gupta & Ors (2020) 8 SCC 531***, the Hon'ble Apex Court clearly laid down that the Adjudicating Authority would not have power to modify the Resolution Plan which the CoC in their commercial wisdom has approved.

32. In view of the law laid down by Hon'ble Supreme Court, the commercial wisdom of the COC is to be given paramount importance for approval / rejection of the resolution plan. As the Resolution Plan meets the requirements of the Code and the CIRP Regulations including the requirement under Section 30 (2) of the Code, the same needs to be approved.

ORDER

33. Based on the above discussions, the Resolution Plan and the undertakings given by the SRA, is approved under Section 31(1) of the Code, with the following directions:

a) The Additional Affidavits dated 30.07.2025 and 07.10.2025 submitted by the RP shall form part of the Resolution Plan dated 30.12.2024, and together they shall form part of this order.

b) Effective Date is *defined as the date of receipt of Certified Copy of Order of approval of resolution plan by the Adjudicating Authority.*

c) It is clarified that the CIRP Costs shall be paid on the Effective Date. Further, the payment to Secured Financial Creditor shall be made within seven (7) days from the Effective Date, and the Operational Creditors shall also be paid within seven (7) days from the Effective Date in priority to payment to the Financial Creditors.

d) As per section 31 of the Code, the Resolution Plan shall be binding on the Corporate Debtor, its employees, members, creditors, including the Central Government, any State Government or any local authority to whom a debt in respect of the payment of dues arising under any law for the time being in force is due, guarantors and other stakeholders involved in the Resolution Plan.

e) No person will be entitled to initiate or continue any proceedings in respect to a claim prior to CIRP which is not a part of the Resolution Plan.

f) The Resolution Professional is further directed to handover all records, premises / documents to Resolution Applicant to finalise further line of action required for starting of the operation as contemplated under the Resolution Plan. The Resolution Applicant shall have access to all the records premises / documents through Resolution Professional to finalise further line of action required for starting of the operations.

g) The Monitoring Agency shall supervise the implementation of the Resolution Plan and shall review operational performance of the Corporate Debtor.

Reliefs and Concessions:

a) Approval of the Resolution Plan shall not be a ground for termination of any existing consents, approvals, licenses, concessions, authorizations, permits or the like that has been granted to the Said corporate debtor or for which the Said corporate debtor has made an application for renewal, grant permissions, sanctions, consents, approvals, allowances, exemptions etc.

b) It is further clarified that any benefit arising out of the Resolution Plan shall not be deemed to be automatically granted. The Resolution Applicant shall approach the competent authorities under the applicable law for availing such benefits and concessions as may be permitted under the law.

c) Any exemption as sought for in relation to the payment of registration charges, stamp duty, taxes and fees arising out of the implementation of the Resolution Plan is not granted but the Resolution Applicant is at liberty to approach Competent Authorities for the exemptions if permitted under the law.

d) For past non-compliances of the Corporate debtor under applicable laws the Resolution Applicant shall not be liable for any liabilities and offences committed prior to the commencement of CIRP and as per the applicable provisions of Section 32A of the Code.

e) It is hereby clarified that in terms of the Judgement of Hon'ble Supreme Court in the matter of ***Ghanshyam Mishra and Sons Private Limited Vs. Edelweiss Asset Reconstruction Company Limited (2021) 9 SCC 657***, on the date of approval of the Resolution Plan by the Adjudicating Authority, all such claims which are not a part of Resolution Plan, shall stand extinguished and no person will be entitled to initiate or continue any proceedings in respect of a claim which is not a part of the Resolution Plan.

f) With regard to other concessions and reliefs, most of them are subsumed in the reliefs granted above. The relief which is not expressly granted above, shall not be construed as granted. The exemptions if any sought in violation of any law in force, it is hereby clarified that such exemptions shall be construed as not granted.

g) The Memorandum of Association (MoA) and Articles of Association (AoA) shall accordingly be amended and filed with the concerned Registrar of Companies (RoC), for information and record. The Resolution Applicant, for effective implementation of the Plan, shall obtain all necessary approvals, under any law for the time being in force, within such period as may be prescribed.

h) The moratorium under Section 14 of the Code shall cease to have effect from this date.

i) The Applicant shall forward all records relating to the conduct of the CIRP and the Resolution Plan to the IBBI along with copy of this Order for information.

j) The Applicant shall forthwith send a certified copy of this Order to the CoC and the Resolution Applicant, respectively for necessary compliance.

k) Certified copy of the order filed to be by RP with RoC, Mumbai.

34. Accordingly, the Resolution Plan in I.A. No. 13 of 2025 is hereby allowed and **approved.**

Sd/-	Sd/-
Hariharan Neelakanta Iyer	**Lakshmi Gurung**
Member (Technical)	**Member (Judicial)**

/Akshita/