IN THE NATIONAL COMPANY LAW TRIBUNAL
DIVISION BENCH, COURT – 1, AHMEDABAD

ITEM No.301
C.P.(IB)/79(AHM)2026

Under Section 95 of IB Code 2016

IN THE MATTER OF:

UG Fincon Advisors LLP ....**Applicant**
V/s
Mr.Umang Thakkar PG of Dharmadev Infrastructure Limited ....**Respondent**

ITEM No.302
IA/577(AHM)2026
in
C.P.(IB)/79(AHM)2026

Under Section 99 IBC of 2016

IN THE MATTER OF:

Kushvinder Singhal RP in the IRP of Mr. Umang Thakkar ....**Applicant**

ITEM No.303
IA/915(AHM)2026
in
C.P.(IB)/79(AHM)2026

Under Section 60(5) IBC r/w Rule 11 NCLT

IN THE MATTER OF:

Khushvinder Singhal RP in the IRP of Mr. Umang Thakkar ....**Applicant**

ITEM No.304
C.P.(IB)/80(AHM)2026

Under Section of 95 IB Code 2016

IN THE MATTER OF:

UG Fincon Advisors LLP ....**Applicant**
V/s
Mrs.Kanaklata ben Thakkar PG of Dharmadev Infrastructure Limited ....**Respondent**

ITEM No.305
IA/578(AHM)2026
in
C.P.(IB)/80(AHM)2026

Under Section 99 IBC of 2016

IN THE MATTER OF:
Kushvinder Singhal RP in the IRP of Mr. Kanaklataben Thakkar ....**Applicant**

ITEM No.306
IA/916(AHM)2026
in
C.P.(IB)/80(AHM)2026

Under Section 60(5) IBC r/w Rule 11 NCLT

IN THE MATTER OF:
Khushvinder Singhal RP in the IRP of Mr. Kanaklataben Thakkar ....**Applicant**

........**Respondent**

MR. SHAMMI KHAN, HON'BLE MEMBER (J)
MR. SANJEEV SHARMA, HON'BLE MEMBER (T)

Order delivered on: 04/08/2026

COMMON-ORDER
(Hybrid Mode)

The case is fixed for pronouncement of order. The order is pronounced in the open court, vide separate sheet.

-Sd-

SANJEEV SHARMA
MEMBER (TECHNICAL)

-Sd-

SHAMMI KHAN
MEMBER (JUDICIAL)

BEFORE THE ADJUDICATING AUTHORITY
NATIONAL COMPANY LAW TRIBUNAL,
DIVISION BENCH, COURT–I, AHMEDABAD

CP (IB) No.79/95/AHM/2026
with
I.A. No.577/NCLT/AHM/2026
&
I.A. No.915/NCLT/AHM/2026

[Company Petition under Section 95(1) of the Insolvency and Bankruptcy Code, 2016 r. w. Rule 7(2) of the Insolvency and Bankruptcy (Application to Adjudicating Authority for Insolvency Resolution Process for Personal Guarantors to Corporate Debtors) Rules, 2019]

In the Matter of: Mr. Umang Thakkar

C.P. (IB) No. 79/NCLT/(AHM)/2026

UG Fincon Advisors LLP
A Limited Liability Partnership Firm,
having its registered office at:
143-A, Mittal Court, 224,
Nariman Point, Mumbai – 400021.

... Petitioner/Financial Creditor

VERSUS

Mr. Umang Thakkar
PG to Dharmadev Infrastructure Limited,
Residing at: 6, Vivan Karma Bungalow,
Behind Vidyanagar Flat,
Near Himmatlal Park BRTS Stop,
132 Ft. Ring Road, Satellite,
Ahmedabad – 380015.

...Respondent/Corporate Debtor

WITH

I.A. No.577/AHM/2026 & I.A. No.915/AHM/2026

Khushvinder Singhal,
RP of PG Mr. Umang Thakkar
IBBI REG No.
IBBI/IPA-002/IP-N00888/2019-2020/12833 IBBI
Reg Address House No. 399,
Sector 12-A, Panchkula, 134112.

.... Resolution Professional

AND

CP (IB) No.80/95/AHM/2026
with
I.A. No.578/NCLT/AHM/2026
&
I.A. No.916/NCLT/AHM/2026

In the Matter of: Mrs. Kanaklataben Thakkar

C.P. (IB) No. 80/NCLT/(AHM)/2026

UG Fincon Advisors LLP
A Limited Liability Partnership Firm,
having its registered office at:
143-A, Mittal Court, 224,
Nariman Point, Mumbai – 400021.

... Petitioner/Financial Creditor

VERSUS

Mrs. Kanaklataben Thakkar
PG to Dharmadev Infrastructure Limited,
Residing at: 6, Vivan Karma Bungalow,
Behind Vidyanagar Flat,
Near Himmatlal Park BRTS Stop,
132 Ft. Ring Road, Satellite,
Ahmedabad – 380015.

...Respondent/Corporate Debtor

WITH

I.A. No.578/AHM/2026 & I.A. No.916/AHM/2026

Khushvinder Singhal,
RP of PG Mrs. Kanaklataben Thakkar
IBBI REG No.
IBBI/IPA-002/IP-N00888/2019-2020/12833 IBBI
Reg Address House No. 399,
Sector 12-A, Panchkula, 134112.

.... **Resolution Professional**

Order Pronounced On: 04.08.2026

C O R A M:

SH. SHAMMI KHAN, HON'BLE MEMBER (JUDICIAL)
SH. SANJEEV SHARMA, HON'BLE MEMBER (TECHNICAL)

A P P E A R A N C E:

For the Petitioner/FC	: Mr. Tarak Damani, Advocate.
For the Applicant/RP	: Ms. Preeti Yadav, Advocate a. w. : Mr. Khushvinder Singhal, RP
For the Respondents/PGs	: Mr. Dhruvin N Dosani, Advocate

C O M M O N O R D E R
(Per Bench)

1. This common order is being passed in CP (IB) No. 79 of 2026 and CP (IB) No. 80 of 2026, petitions filed under Section 95(1) of the Insolvency and Bankruptcy Code, 2016 seeking initiation of the Insolvency Resolution Process against the Respondents/Personal Guarantors, namely **Mr. Umang Thakkar** and **Mrs. Kanaklataben Thakkar**, who are Personal Guarantors to the Corporate Debtor, **Dharmadev Infrastructure Limited**. Since the issues involved in both the petitions are common and arise out of the same set of facts, they are being disposed of by this common order.

2. These Company Petitions CP(IB) No.79 of 2026 and CP(IB) No.80 of 2026 have been filed on 26.02.2026 by Mr. Vishal Dilip Udani, Partner authorized vide letter dated 15.09.2021 (Exhibit A) by the **UG Fincon Advisors LLP** (the Petitioner- Financial Creditor) under Section 95(1) of the Insolvency and Bankruptcy Code, 2016 r. w. Rule 7(2) of the Insolvency and Bankruptcy (Application to Adjudicating Authority for Insolvency Resolution Process for Personal Guarantors to Corporate Debtors) Rules, 2019, seeking initiation of Insolvency Resolution Process against both the Respondents/Personal Guarantors to the Corporate Debtor **Dharmadev Infrastructure Limited** for a default amount of **Rs.26,08,12,970/-** (as on 31.12.2025) with interest thereon, in respect of Deed of Guarantee dated 22.06.2017 executed by the Respondents in favour of the Petitioner/FC. The debt is stated to have become due on 16.01.2026.

3. The Financial Creditor has placed the facts through this Petition in the following manner: -

3.1 The Financial Creditor advanced a loan of Rs.4,00,00,000/- to the Corporate Debtor under the Loan Agreement dated 22.06.2017 (Exhibit-C). The Respondents executed Personal Guarantees dated 22.06.2017 (Exhibit-D) securing repayment of the financial facilities extended to the Corporate Debtor.

3.2 The loan was secured by an Indenture of Mortgage dated 22.06.2017 (Exhibit-E) over 26 commercial shops and a further Indenture of Mortgage dated 14.09.2020 (Exhibit-F) creating mortgage over the Shahibaug property of the Personal Guarantor. The Corporate Debtor thereafter committed defaults in repayment.

3.3 The Financial Creditor issued a Notice dated 17.09.2021 (Exhibit-G) and initiated proceedings under Section 9 of the Arbitration and Conciliation Act, 1996 before the Hon'ble Bombay High Court. The proceedings culminated in Order dated 20.03.2023 (Exhibit-H) referring the disputes to arbitration.

3.4 During arbitration, the parties executed Consent Terms dated 25.09.2024 (Exhibit-I), whereunder the disputes were settled, followed by an Arbitral Award dated 12.03.2025 (Exhibit-M) passed under Section 30(2) of the Arbitration and Conciliation Act, 1996, recording the settlement.

3.5 Pursuant to the Consent Terms, the Corporate Debtor issued post-dated cheques towards settlement, which were dishonoured. The dishonour is evidenced by Return Memos dated 24.10.2024, 22.11.2024, 28.11.2024, 24.01.2025 and 01.02.2025 (Exhibits-N to R).

3.6 The Financial Creditor submits that notices dated 21.11.2024, 16.12.2024 and 12.02.2025 (Exhibit-S) and 09.04.2025 (Exhibit-T) were issued demanding payment. Thereafter, the Letter of Invocation dated 02.07.2025 (Exhibit-K) was issued invoking the Personal Guarantees.

3.7 It is further pleaded that this Adjudicating Authority, by Order dated 06.01.2026 in CP (IB) No.3 of 2026 (Exhibit-V), disposed of the earlier proceedings. Pursuant thereto, the Financial Creditor issued a fresh Invocation Notice dated 16.01.2026 (Exhibit-W) and fresh Demand Notice in Form-B dated 07.02.2026 (Exhibit-X) before filing the present Company Petitions.

3.8 The Financial Creditor has relied upon extracts of its Bank Statements (Exhibit-U) to evidence receipt of part payments and the outstanding liability. It has also annexed the Board Resolution (Exhibit-A), MCA Master Data of the Corporate Debtor (Exhibit-B), IBBI Acknowledgement and Proof of Service in support of the petitions.

3.9 The Financial Creditor has also relied upon the Order dated 09.02.2026 passed by this Adjudicating Authority in CP (IB) No.417 of 2025 (Exhibit-Y) in support of the maintainability of the present proceedings.

3.10 On the aforesaid pleadings and documents, the Financial Creditor asserts that a sum of Rs.26,08,12,970/- as on 31.12.2025, together with further interest, is payable by the Respondents under the Personal Guarantees, and has sought initiation of the Insolvency Resolution Process under Section 95 of the Insolvency and Bankruptcy Code, 2016.

4. On presentation of the Company Petitions, this Adjudicating Authority, vide order dated **06.03.2026**, appointed **Mr. Khushvinder Singhal**, having **IBBI** Registration No. IBBI/IPA-002/IP-N00888/2019-2020/12833, as the Resolution Professional under Section 97(3) of the Insolvency and Bankruptcy Code, 2016 to examine the applications and submit his Report under

Section 99 of the Code within the prescribed period. The Resolution Professional was also directed to file the Report through separate Interlocutory Applications.

5. In compliance with the aforesaid order, the Resolution Professional submitted his Reports under Section 99 of the Insolvency and Bankruptcy Code, 2016 through I.A. No.577 of 2026 and I.A. No.578 of 2026. Subsequently, I.A. No.915 of 2026 and I.A. No.916 of 2026 were filed under Section 60(5) of the Code read with Rule 11 of the National Company Law Tribunal Rules, 2016 for placing corrected annexures on record, while reiterating the recommendation for admission of the Company Petitions.

6. Pursuant to issuance of notice and after service thereof, the Respondents/Personal Guarantors entered appearance and filed their Replies to the Company Petitions as well as to the Reports submitted under Section 99 of the Insolvency and Bankruptcy Code, 2016 on 15.06.2026 vide Inward No. D-4773 & No. D-4775, denying the averments made in the Company Petitions. Their contentions are summarised hereunder: -

6.1 The Respondents/Personal Guarantors have filed the present Replies opposing the Company Petitions under Section 95 of the Insolvency and Bankruptcy Code, 2016 and the Report submitted under Section 99 of the Code. The Respondents have denied the averments made in the Petitions, except those specifically admitted.

6.2 The Respondents submit that the parties are engaged in settlement discussions, as recorded in the Report of the Resolution Professional on the basis of the Respondents' e-mail dated 20.03.2026. It is stated that the settlement discussions are continuing and have reached an advanced stage.

6.3 It is submitted that the parties had executed Consent Terms dated 25.09.2024, whereby the disputes were settled for Rs.7,67,00,000/-, which culminated into the Consent Arbitral Award dated 12.03.2025. The Respondents state that the instalments could not be paid due to temporary cash-flow constraints.

6.4 The Respondents further submit that the admission order dated 09.02.2026 passed in CP (IB) No.417 of 2025 has been challenged before the Hon'ble NCLAT in Company Appeal (AT) (Ins.) No.356 of 2026. It is stated that the Hon'ble NCLAT has directed the IRP only to collate claims and not to constitute the Committee of Creditors or take further steps in CIRP.

6.5 It is submitted that, in view of Section 128 of the Indian Contract Act, 1872, the liability of the guarantor is co-extensive with that of the principal debtor. According to the Respondents, the outcome of the pending appeal before the Hon'ble NCLAT will have a bearing on the present proceedings and, therefore, consideration of the Report should be deferred.

6.6 The Respondents further contend that the interim moratorium under Section 96 of the Code is already in operation and no prejudice would be caused to the Financial Creditor by postponing consideration of the Report. It is submitted that admission at this stage would result in consequences under Sections 101 and 102 of the Code and may affect the settlement process.

6.7 The Respondents have objected to the maintainability of the Petitions on the ground that the alleged default arises from the Consent Terms dated 25.09.2024 and the Arbitral Award dated 12.03.2025, which, according to them, created a fresh repayment arrangement without any fresh disbursement or execution of a fresh deed of guarantee. It is also stated that the observations made by this Adjudicating Authority in CP (IB) No.417 of 2025 are under challenge before the Hon'ble NCLAT.

6.8 The Respondents have further pleaded that the present Petitions are barred by limitation as the Personal Guarantees were executed on 22.06.2017, the loan had become due much earlier, demand was made by notice dated 17.09.2021, and the guarantees were invoked only on 16.01.2026. It is contended that the limitation period cannot be extended by relying upon the subsequent Consent Terms or Arbitral Award.

6.9 The Respondents have relied upon the Consent Terms dated 25.09.2024, Consent Arbitral Award dated 12.03.2025, the Order dated 09.02.2026 passed in CP (IB) No.417 of 2025, the proceedings in Company Appeal (AT) (Ins.) No.356 of 2026 before the Hon'ble NCLAT, and the provisions of Section 128 of the Indian Contract Act, 1872. No reported judicial precedent with complete citation has been relied upon in the Replies.

6.10 On the above grounds, the Respondents/Personal Guarantors have prayed that the Report submitted under Section 99 of the Code be not accepted, the Petitions under Section 95 of the Code be rejected or dismissed as not maintainable, or, alternatively, consideration of the Report and the Petitions be deferred till the settlement discussions are concluded and the pending appeal before the Hon'ble NCLAT is decided.

7. We have heard the Ld. Counsel for the Petitioner–Financial Creditor, the Ld. Sr. Counsel for the Respondents/Personal Guarantors and the Ld. Counsel for the Resolution Professional.

8. We have carefully considered the submissions advanced by the learned Counsel appearing for the Petitioner/Financial Creditor, the learned Senior Counsel appearing for the Respondents/Personal Guarantors, the learned Counsel appearing for the Resolution Professional, the pleadings, the documents placed on record and the Report submitted under Section 99 of the Insolvency and Bankruptcy Code, 2016.

9. Before examining the Report of the Resolution Professional, it is necessary to consider the preliminary objections raised by the Respondents regarding maintainability, limitation, invocation of the guarantees, effect of the Consent Terms and Arbitral Award, pendency of proceedings before the Hon'ble NCLAT and the continuation of settlement discussions.

10. The principal objection of the Respondents is that the liability sought to be enforced arises only from the Consent Terms dated 25.09.2024 and the Arbitral Award dated 12.03.2025 and, therefore, does not constitute a financial debt under the Code. According to them, no fresh financial facility was disbursed after execution of the Consent Terms.

11. The Financial Creditor, on the other hand, submits that the Consent Terms and the Arbitral Award merely recorded settlement of the pre-existing financial debt arising from the Loan Agreement dated 22.06.2017 and did not extinguish the original liability or the Personal Guarantees executed by the Respondents.

12. The material placed on record shows that the Loan Agreement, Personal Guarantees, mortgage documents, Consent Terms and the Consent Arbitral Award form part of the same financial relationship arising from the Loan Agreement and the connected security documents. The Consent Terms and the Consent Arbitral Award merely recorded settlement of the pre-existing financial debt and did not alter the nature of the original liability.

13. The Respondents have further contended that the present Petitions are barred by limitation as the guarantees were executed on 22.06.2017 and the original default had occurred much earlier. According to them, limitation cannot be extended by the subsequent Consent Terms or the Arbitral Award.

14. The Financial Creditor has relied upon the subsequent acknowledgements of liability, execution of the Consent Terms, issuance and dishonour of post-dated cheques and fresh invocation of the Personal Guarantees on 16.01.2026. These events have been relied upon for computing limitation and the date of default pleaded in the present Petitions.

15. Having considered the material placed on record, this Adjudicating Authority finds that the objection regarding limitation is required to be examined in the light of the subsequent acknowledgements of liability, the Consent Terms dated 25.09.2024, the Consent Arbitral Award dated 12.03.2025, the dishonour of the settlement cheques and the fresh Invocation Notice dated 16.01.2026. At this stage, the objection does not warrant rejection of the Company Petitions.

16. While considering an application under Section 100 of the Insolvency and Bankruptcy Code, 2016, this Adjudicating Authority is required to examine the application together with the Report submitted under Section 99 and determine whether the statutory requirements for admission or rejection of the application stand satisfied on the basis of the material placed on record.

17. The Respondents have also relied upon the pendency of Company Appeal (AT) (Ins.) No.356 of 2026 before the Hon'ble National Company Law Appellate Tribunal challenging the admission order passed in CP (IB) No.417 of 2025. It is submitted that the outcome of the said appeal will have a bearing upon the present proceedings.

18. Mere pendency of Company Appeal (AT) (Ins.) No.356 of 2026, particularly when no order staying further proceedings in the present Company Petitions has been produced before this Adjudicating Authority, does not create a legal bar to consideration of the Reports submitted under Section 99 of the Code. The present Petitions are required to be decided on their own merits and record.

19. The Respondents have further submitted that settlement discussions between the parties are continuing and, therefore, consideration of the Report deserves to be deferred. It has also been urged that the interim moratorium under Section 96 of the Code sufficiently protects the parties during the pendency of such discussions.

20. Though settlement between the parties is permissible under law, no concluded settlement has been placed on record before this Adjudicating Authority. Mere pendency of settlement discussions cannot constitute a ground to defer consideration of the Company Petitions under the statutory framework of Part III of the Insolvency and Bankruptcy Code, 2016.

21. The Resolution Professional examined the Company Petitions in terms of Sections 97 and 99 of the Insolvency and Bankruptcy Code, 2016 and considered the pleadings, documents, replies of the Respondents, the existence of debt, occurrence of default, execution and invocation of the Personal Guarantees, limitation and other relevant material before submitting the Reports through I.A. Nos.577 and 578 of 2026, which were subsequently supplemented by I.A. Nos.915 and 916 of 2026.

22. I.A. Nos.915 of 2026 and 916 of 2026 have been filed for placing corrected annexures on record. Since the applications are procedural in nature and no prejudice is caused to any party, the same deserve to be allowed and are accordingly allowed. The corrected annexures shall form part of the Reports submitted under Section 99 of the Code.

23. This Adjudicating Authority has independently examined the Company Petitions, Replies, documents placed on record and the Reports submitted by the Resolution Professional. Nothing has been brought on record to show that the Reports suffer from any legal or procedural infirmity warranting their rejection.

24. From the Loan Agreement, Personal Guarantees, mortgage documents, Invocation Notices, Demand Notices, Consent Terms, Consent Arbitral Award and the Reports submitted under Section 99 of the Code, this Adjudicating Authority is satisfied regarding the existence of the financial debt, occurrence of default, execution and invocation of the Personal Guarantees, service of the statutory demand notices and compliance with the requirements of Sections 95, 97, 99 and 100 of the Insolvency and Bankruptcy Code, 2016.

25. Having independently examined the Reports submitted by the Resolution Professional under Section 99 of the Insolvency and Bankruptcy Code, 2016 and finding no reason to differ from the conclusions recorded therein, this Adjudicating Authority accepts the said Reports.

26. The statutory provisions, documents and orders relied upon by the parties have been duly considered. For the reasons recorded hereinabove, the objections raised by the Respondents regarding maintainability, limitation, the effect of the Consent Terms and the Consent Arbitral

Award, the pendency of Company Appeal (AT) (Ins.) No.356 of 2026, and the continuation of settlement discussions do not merit acceptance and are accordingly rejected.

27. The reliance placed by the Respondents upon Section 128 of the Indian Contract Act, 1872 does not assist their case. The co-extensive liability of a Personal Guarantor with that of the principal borrower does not constitute a ground to reject an application otherwise maintainable under Section 95 of the Insolvency and Bankruptcy Code, 2016.

28. Accordingly, being satisfied that the requirements of Sections 95, 97, 99 and 100 of the Insolvency and Bankruptcy Code, 2016 stand fulfilled, this Adjudicating Authority admits **CP (IB) No.79 of 2026** and **CP (IB) No.80 of 2026** under Section 100 of the Code for initiation of the Insolvency Resolution Process against the Respondents/Personal Guarantors.

29. In terms of Section 101 of the Code, a moratorium shall commence from the date of this order and shall cease to have effect at the end of the period of 180 days or upon approval of the repayment plan under Section 114, whichever is earlier.

30. In In terms of Section 101 of the Insolvency and Bankruptcy Code, 2016, during the moratorium period:

(i) any legal action or legal proceedings pending in respect of any debt shall be deemed to have been stayed;

(ii) the creditors shall not commence any legal action or legal proceedings in respect of any debt;

(iii) the Respondents/Personal Guarantors shall not transfer, alienate, encumber or dispose of any of their assets or legal rights or beneficial interest therein; and

(iv) the provisions of the moratorium shall not apply to such transactions as may be notified by the Central Government.

31. Upon admission of the Company Petitions, **Mr. Khushvinder Singhal**, having IBBI Registration No. IBBI/IPA-002/IP-N00888/2019-2020/12833 (E-mail: **kvsinghal@gmail.com**), appointed as the **Resolution Professional** under Section 97 of the Insolvency and Bankruptcy Code, 2016, shall continue to conduct the Insolvency Resolution Process of the Respondents/Personal Guarantors and shall discharge all duties and functions contemplated under **Sections 102 to 112** of the Insolvency and Bankruptcy Code, 2016.

32. The Registry is directed to communicate a copy of this order to the Petitioner/FC, Respondents/Personal Guarantors and the Resolution Professional within three working days. The order shall be uploaded on the website of this Tribunal forthwith.

33. Accordingly, **CP (IB) No.79/NCLT/(AHM)/2026** and **CP (IB) No.80/NCLT/(AHM)/2026** filed under Section 95(1) of the Insolvency and Bankruptcy Code, 2016 are **admitted**. Consequently, **I.A. No.577 of 2026, I.A. No.578 of 2026, I.A. No.915 of 2026** and **I.A. No.916 of 2026** are disposed of accordingly.

-Sd-

SANJEEV SHARMA
MEMBER (TECHNICAL)
Alpesh (PS)

-Sd-

SHAMMI KHAN
MEMBER (JUDICIAL)