

**IN THE NATIONAL COMPANY LAW TRIBUNAL  
DIVISION BENCH (COURT- I) CHENNAI**

ATTENDANCE CUM ORDER SHEET OF THE HEARING  
HELD ON **30.06.2026** THROUGH VIDEO CONFERENCING

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**PRESENT:** HON'BLE SHRI. SANJIV JAIN, MEMBER (JUDICIAL)  
HON'BLE SHRI. VENKATARAMAN SUBRAMANIAM, MEMBER (TECHNICAL)

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**IN THE MATTER OF** : K V Capital  
Vs  
Amar Prakaash Developers Pvt Ltd

**MAIN PETITION NUMBER** : CP(IB)/73(CHE)2022

**(IA/MA) APPLICATION NUMBERS**

IA(IBC)(Plan)/11(CHE)/2025; IA(IBC)/700(CHE)/2026; Ivn.P(IBC)/5/CHE/2026;  
IVN.P/(IBC)/6(CHE)/2026; IA(IBC)/1985(CHE)/2025; IA(IBC)/1877(CHE)/2025;  
IA(IBC)/1905(CHE)/2025; IVN.P(IBC)/11(CHE)/2025; IA(IBC)/1646(CHE)/2024;  
IA(IBC)/1369(CHE)2025; IA(IBC)/2209(CHE)2024; IA(I.B.C)/892(CHE)2025;  
IA(IBC)/2095/(CHE)/2025; IA(IBC)/2082(CHE)/2025; IA(IBC)/53(CHE)2026

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**ORDER**

**IA(IBC)(Plan)/11(CHE) 2025**

Present: Ld. Counsel Shri. Raghav Menon for RP of Amar Prakaash  
Developers Private Limited.

Vide common order pronounced in Open Court, the application is **allowed**. The resolution plan with addendum submitted by the Resolution Applicant Aadarsh Surana is approved with directions.

**Inv.P(IBC)/11(CHE)/2025**

Present: Ld. Counsel Shri. Girish for the Liquidator of EAP Infrastructure  
Private Limited.

Ld. Counsel Shri. Raghav Menon for RP of Amar Prakaash  
Developers Private Limited.

Vide common order pronounced in Open Court, application is **dismissed**.

**Inv.P(IBC)/5(CHE)/2026**

Present: Ld. Counsel Shri. Krishna Dath for the Applicant

Ld. Counsel Shri. Raghav Menon for RP of Amar Prakaash  
Developers Private Limited.

None for the CoC.

Vide common order pronounced in Open Court, application is **disposed of** with the following observations.

*6.3. Since the amount claimed by the erstwhile Interim Resolution Professional towards his fees and expenses already forms part of the CIRP costs and the CIRP costs are, in any event, payable in priority in terms of Section 30(2) of the Code, the claim of the Applicant stands subsumed within and is to be dealt with as part of the said CIRP costs. So, nothing further survives for adjudication in this Intervention Application.*

**Inv. P / (IBC)/6(CHE)/2026**

Present: Ld. Counsel Shri. V. Adithyan for the Applicant / Latha Devi  
Gani.

Ld. Counsel Shri. Raghav Menon for RP of Amar Prakaash  
Developers Private Limited.

None for the CoC / R2.

None for R3 and R4.

Vide common order pronounced in Open Court, application is **disposed of** with the following observations.

*7.3. Having heard the parties and considered the matter, we are of the view that the Applicant holds a registered Sale Deed dated 23.02.2015 in respect of Flat No. H-111, and the right, title and possession of the said flat in her favour stands recognised by the orders of the TNRERA. The 1<sup>st</sup> Respondent / Resolution Professional is directed to reconcile.*

7.4. *In so far as the relief at prayer clause (c) is concerned, namely a direction to include the compensation amount of Rs.11,69,520/- said to have been awarded by the Hon'ble TNRERA in CCP No. 134/2019 dated 16.12.2019 and in EP No. 4/2021 in C.No. 306/2019 dated 30.12.2021, in the Resolution Plan, we find that the same cannot be granted. The Applicant has fairly admitted that the said compensation amount of Rs.11,69,520/- was not included in the claim submitted by her before the Resolution Professional in Form CA. It is well settled that the Resolution Professional can collate and admit only such claims as are made before him in the manner and within the time prescribed under the Code and the CIRP Regulations, and a claim that was never lodged before the Resolution Professional cannot be directed to be included in the Resolution Plan at this belated stage, more so after approval of the Resolution Plan by the CoC. The Applicant having not made any claim towards the said compensation/damages before the Resolution Professional, the relief sought at prayer clause (c) is liable to be and is hereby rejected. It is, however, made clear that the treatment of the Applicant as a homebuyer shall be in accordance with the approved Resolution Plan.*

**IA(IBC) /1905 (CHE)/ 2025**

Present: Ld. Counsel Shri. Raghav Menon for RP of Amar Prakaash  
Developers Private Limited.

Ld. Counsel Shri. Pawan Jhabakh for R1.

Vide common order pronounced in Open Court, the application is **disposed of** with following observations.

*8.3. In view of the undertaking dated 27.05.2026 given by the Resolution Applicant to pay the incentive fee of the Resolution Professional as part of the CIRP cost, and the approval thereof by the CoC in its 39<sup>th</sup> meeting held on 10.06.2026, the very grievance raised in this application stands redressed and the relief sought therein has been substantially secured. The Resolution Applicant shall remain bound by the said undertaking and shall pay the incentive fee of the Resolution Professional, as part of the CIRP cost, in priority, in terms thereof and in accordance with Regulation 34B of the CIRP Regulations, 2016.*

**IA(IBC)/700(CHE)/2026**

Present: Ld. Counsel Shri. RAghav Menon for RP of Amar Prakaash  
Developers Private Limited

Vide common order pronounced in Open Court, application is **disposed of** with the following observations.

*5.3. The said applications under Section 66 of the Code have already been considered and disposed of by this Tribunal independently by a separate order. In view of the independent disposal of the said Section 66 applications, the very cause for which the present Application came to be filed no longer subsists.*

**IA(IBC)/1985(CHE)/2025**

Present: Ld. Counsel Shri. Bilal Ali for the Ayra Consortium.

Ld. Counsel Shri. Raghav Menon for RP of Amar Prakaash  
Developers Private Limited.

Vide common order pronounced in Open Court, the application is  
**dismissed.**

**IA(IBC)/53(CHE)2026; IA(IBC)/2082(CHE)/2025**

Present: Ld. Counsel Ms. Madhuvandhi for State Bank of India.

Ld. Counsel Shri. Pawan Jhabakh for R1 and R2.

Ld. Counsel Shri. Raghav Menon for RP of Amar Prakaash  
Developers Private Limited.

None for LICHFL.

**Vide common order pronounced in Open Court, both the  
applications are dismissed with no orders as to cost. However, the said  
dismissal will not prevent State Bank of India / Applicant from initiating  
proceedings against the Borrowers for recovery of its dues since the flats  
are under mortgage with the Applicant / State Bank of India.**

**IA(IBC)/1369(CHE)2025; IA(IBC)/1646(CHE)/2024**

Present: None for the Manish Mardia.

Ld. Counsel Shri. Raghav Menon for RP of Amar Prakaash  
Developers Private Limited.

None for the CoC.

Ld. Counsel Shri. Pawan Jhabakh for Aadarsh Surana.

Ld. Counsel Shri. Girish for the Liquidator of EAP  
Infrastructure Private Limited.

Vide common order pronounced in Open Court, both the applications are  
**dismissed** with no orders as to cost.

**IA(I.B.C)/892(CHE)2025**

Present: Ld. Counsel Shri. Raghav Menon for the Applicant / RP of Amar Prakaash.

Ld. Counsel Shri. Pawan Jhabakh for all the Respondents.

Vide separate order pronounced in Open Court, the application is **dismissed** with no orders as to cost.

**IA(IBC)/2095/(CHE)/2025**

Present: None for the Applicant / Dugar Finance and Investments Limited.

Ld. Counsel Shri. Raghav Menon for the Applicant / RP of Amar Prakaash.

**Vide separate order pronounced in Open Court, application is allowed with directions to include the claim of the Applicant as Secured Financial Creditor which may be paid in terms of the resolution plan.**

**IA(IBC)/2209(CHE)2024**

Present: Ld. Counsel Shri. Raghav Menon for RP of Amar Prakaash Developers Private Limited.

Ld. Counsel Shri. Pawan Jhabakh for R2 and R3.

Ld. Counsel Shri. Shri. Girish for the Liquidator of EAP Infrastructure India Private Limited.

None for the other Respondents.

Vide separate order pronounced in Open Court, the application is **dismissed** with no orders as to cost.

**IA(IBC)/1877(CHE)/2025**

Present: None for the Applicant / NHD Homes.

Ld. Counsel Shri. Raghav Menon for RP of Amar Prakaash  
Developers Private Limited.

Vide separate order pronounced in Open Court, the application is disposed of with the following observations and directions.

*Considering the fact that the claim of the Applicant very much exists in the list of claims as evident from the IBBI website, the same has to be treated in the category of 'Home Buyers' in a class. The claim was never cancelled by the RP nor omitted in the resolution plan.*

Sd/-

**(VENKATARAMAN SUBRAMANIAM)**  
MEMBER (TECHNICAL)

MG

Date: 30.06.2026

Sd/-

**(SANJIV JAIN)**  
MEMBER (JUDICIAL)

**IN THE NATIONAL COMPANY LAW TRIBUNAL  
CHENNAI BENCH-1  
AT CHENNAI**

**IA(IBC)/1369(CHE)/2025**

**in**

**CP(IB)/73(CHE)2022**

*(filed under Section 60 (5) of the Insolvency and Bankruptcy Code, 2016 R/w rule 11 of the  
National Company Law Tribunal Rules, 2016)*

*In the matter of Amar Prakaash Developers Private Limited*

**1. Mr. Manish Mardia**

Residing at No. 1, Valiammal Road  
Vepery Chennai - 600007  
Email ID: [mansihmardia@gmail.com](mailto:mansihmardia@gmail.com)

*... Applicant*

**Vs**

**1. TruPro Insolvency Services LLP**

Resolution Professional of  
Amar Prakaash Developers Private Limited  
having address at House No. 581  
Third Floor (Top Floor)  
Sector 27, Gurugram-122001.  
Email ID: [amar.prakaash@truproinsolvency.com](mailto:amar.prakaash@truproinsolvency.com)

**2. The Committee of Creditors**

of Amar Prakaash Developers Private Limited  
Email ID: shubhankar.sharma@acreindia.in, Akshay.Shetty@jmfl.com,  
k.uthra@lichousing.com, Ashokhirani@yahoo.com,  
haribaskar.m@lichousing.com,

**3. Mr. Aadarsh Surana**

Suspended Director of Amar Prakaash Developers Private Limited  
residing at F201, Taisha Housing Society  
Natesan Nagar, 2nd Main Road  
Kalimmankoil Street

Virugambakkam, Chennai-600091.

4. **Chandrasekhar Sagutoor** (impleaded vide order dated 13.10.2025)  
Liquidator of EAP Infrastructure India Pvt. Ltd.  
G5 & G6, Ground Floor, No.333/17  
Salma Arcade Complex, Kodambakkam Main Road  
Trustpuram, Kodambakkam, Chennai 600 024

... Respondents

*For Applicant : John Joseph, Advocate*

*For Respondent : Raghav Menon, Advocate for RP  
Pawan Jhabakh, Advocate for SRA  
Bhagavath Krishnan, Advocate for R4*

*Along with*

**IA(IBC)/1646(CHE)/2024  
IN  
CP(IB)/73(CHE)/2022**

*(filed under Section 49 R/w Section 45 of the Insolvency and Bankruptcy Code, 2016, R/w  
Rule 11 of the NCLT Rules, 2016)*

*In the matter of M/s. Amar Prakaash Developers Private Limited*

1. **Mr. Karthik Natarajan,**  
Authorized Signatory of TruPro Insolvency Services LLP  
Resolution Professional of Amar Prakaash Developers Private  
Limited,  
IBBI Reg No: IBBI/IPE-0140/IPA-1/2022-23/50004  
IBBI Reg Add: 581, Top Floor, Sector – 27, Gurgaon,  
Haryana – 122001  
IBBI Regn e-mail id: [rohit.sehgal@truproinsolvency.com](mailto:rohit.sehgal@truproinsolvency.com)  
Communication e-mail id: [amar.prakash@truproinsolvency.com](mailto:amar.prakash@truproinsolvency.com)

... Applicant

-Vs-

1. **Mr. Manish Mardia,**  
Son of Mr. Prakashmal Mardia  
No. 1, Valiammal Road, Vepery,  
Chennai – 600007

... Respondent No. 1

2. **Mr. Aadarsh Surana,**  
Suspended Director,  
F201, Taisha Housing Society, Natesan Nagar,  
2<sup>nd</sup> Main Road, Kalimmankoil Street,  
Virugambakkam, Chennai – 600 091

... Respondent No. 2

*For Applicant : Raghav Menon , Advocate*

*For Respondent : John Joseph, Advocate for R1  
Pawan Jhabakh, Advocate for R2*

**CORAM:**

**SANJIV JAIN, MEMBER (JUDICIAL)  
VENKATARAMAN SUBRAMANIAM, MEMBER (TECHNICAL)**

*Order Pronounced on 30<sup>th</sup> June, 2026*

**ORDER**

*(Heard Through Hybrid Mode)*

1. This application IA/1369/2025 has been filed by Mr. Manish Mardia against the RP of the Corporate Debtor Amar Prakaash Developers Private Limited & Ors seeking the following reliefs.

*i. To Direct the Respondent No.2, i.e. the Committee of Creditors (the 'CoC') to authorize the Respondent No.1 to take appropriate steps on behalf of the Corporate Debtor, to transfer the title and possession of the Impugned Land to*

*the Applicant, upon the completion of payment of Rs.18,41,000/- (Rupees Eighteen Lakhs and Forty-One Thousand Only) b) by the Applicant to the Respondent No.1, as per the terms of Agreement to Sell dated 16th March 2020;*

2. The case of the Applicant / Manish Mardia is that he is a bonafide purchaser of a parcel of land admeasuring 1.67 acres situated at Pazhanthandaam Village, Sriperambudur Taluk, Kancheepuram District which he purchased by virtue of an agreement to sell dated 16.03.2020 from the Corporate Debtor represented by its Suspended Director Mr. Aadarsh Surana (Respondent No. 3). He made the part payment of Rs. 79,95,000/- out of the agreed consideration of Rs. 98,46,000/- as on 26.01.2021.
3. It is stated that the Corporate Debtor was admitted to CIRP vide an order dated 18.04.2023. Pursuant thereto, IRP made a public announcement on 19.04.2023 inviting claims from the Creditors of the Corporate Debtor. The Applicant filed the claim as a Financial Creditor in Form C on 09.08.2023. It is stated that Respondent No. 1 (RP) has filed an application IA/1646/2024 under Section 49 of IBC against the Applicant and the Suspended Director alleging the transaction in respect of the impugned land undervalued and prayed for declaring the

agreement to sell as void and non-est with directions to the Applicant and the Suspended Director to pay the difference. It is stated that the difference that has been highlighted in IA/1646/2024 is based on the observations of the transaction auditor without any reason. It is stated that he has filed the reply to the application IA/1646/2024 raising the contention that the impugned land does not have any proper access or easement making it completely landlocked without proper entry or exit and as such its value drastically reduced. The impugned land was a part of a larger parcel of land meant for development and proper access. Since the larger parcel could not be obtained, it detrimented the value of the impugned land.

4. It is stated that the Applicant had purchased the land after due diligence and investigation on the market value prevailing as on the date of agreement to sale. He had paid Rs. 10,000/- and agreed to pay the balance within 36 months from the date of agreement to sale. As on 26.01.2021, he has paid Rs. 79,95,000/- and has to pay Rs. 18,41,000/-. It is stated that the agreement to sale was entered into by virtue of the GPA dated 15.03.2021 in favour of the suspended Director.

5. It is stated that due to moratorium under Section 14 of IBC, transfer of impugned land could not be concluded post commencement of the CIRP, although the Applicant is always willing to pay the balance consideration of Rs. 18,41,000/- subject to receiving the title and possession of the land. It is stated that the transaction pertains to a real estate asset forming part of the Corporate Debtor asset and the Applicant falls within the ambit of an allottee as defined under Section 5(8)(f) of IBC r/w explanation. It is stated that agreement to sale constitutes a valid and enforceable contract under the Indian Contract Act, 1872. It is stated that as per Section 54 of the Transfer of Property Act, 1882, an agreement to sale though not transferring ownership by itself creates a right in favour of the Buyer and entitles a Buyer to enforce specific performance under Section 19(b) of the Specific Relief Act, 1963. Section 43 of the Transfer of Property Act also protects the interest of the Applicant who has paid the part consideration and is willing to perform his part of the contract. It is stated that the Committee of Creditors may authorize the RP under Section 28(1)(d) of IBC to effect the sale and transfer.

6. **On getting notice of the application, the RP / Respondent No. 1 filed the reply** alleging that this application is a counter blast to the application IA/1646/2024 filed by the RP seeking cancellation of the transaction. It is stated that only the Civil Court has jurisdiction to grant a decree for specific performance as claimed in the application. It is stated that on 13.01.2020, the said land was acquired by the Corporate Debtor from EAP Infra (group company of the Corporate Debtor) at a price of Rs. 2,61,03,700/-. On 16.03.2020, an agreement to sale was entered into between Manish Mardia and the Corporate Debtor for a sale consideration of Rs. 98,46,000/- against which the Applicant made the part payments. It is stated that till the initiation of CIRP and even after making substantial payments towards the sale consideration, he neither filed any suit in the Civil Court for specific performance nor took the possession of the land. The Transaction Auditor in the report has highlighted the difference in the consideration paid and the actual cost of the disputed land on the basis of which he has filed the application IA/1646/2024 under Section 49 of IBC seeking reversal of transaction and possession of land. **It is stated that the claim form dated 09.08.2023 attached to the application was neither received nor**

**acknowledged by the IRP and the Applicant was never the part of the list of Creditors of the Corporate Debtor.** The Applicant has not filed any proof of email submitting the claim form dated 09.08.2023 upon the IRP / RP. It is stated that the application IA/1646/2024 is pending adjudication before this Tribunal and as such in terms of Section 238 of IBC, the Applicant is not entitled to any relief. It is also stated that the resolution plan has already been approved by the CoC which is now pending approval before the Tribunal.

7. **Respondent No. 4 EAP Infrastructures Private Limited also filed the reply** through its Liquidator stating that the subject land belongs to EAPIPL which it had purchased for a valid consideration from B. Rajan & Others vide sale deed dated 27.07.2015. The land forms part of the liquidation estate of EAPIPL. On 02.09.2021, EAPIPL was admitted to CIRP and Respondent No. 4 was appointed as the Liquidator on 05.04.2022. The erstwhile Directors of EAPIPL had produced a GPA dated 15.03.2021 stating that the impugned land admeasuring 1.67 acres was sold to Amar Prakaash Developers Private Limited. He, on verification noticed that EAPIPL on 15.03.2021 had executed the GPA in favour of Amar Prakaash Developers Private Limited on the basis of a

Board Resolution. It is stated that no consideration was passed on for the execution of the same. Only an accounting entry was made in the books of EAPIPL where an amount of Rs. 2.60 Crore was adjusted which entry was made on 15.12.2020, although the GPA was executed on 15.03.2021. It is stated that Amar Prakaash Developers Private Limited (Amar Prakaash) is a related party of EAPIPL and the entire transaction was made within the look back period giving preference to Amar Prakaash. It is stated that he has also filed an application IA/855/2022 seeking declaration that GPA executed is a preferential transaction and for directing the Respondents to hand over the original property documents including physical possession of the land. It is stated that since no sale deed was registered in favour of Amar Prakaash Developers Private Limited and the sale entry was made by the erstwhile management of EAPIPL and Amar Prakaash Developers Private Limited based on the GPA dated 15.03.2021, Respondent No. 4 cancelled the GPA in May 2022 and communicated the same to the SRO and GPA holder Amar Prakaash Developers Private Limited and as on date the subject land is in the name of EAPIPL.

8. It is stated that the EPFO Department has attached the subject property in February 2023 against its dues with EAPIPL. It is also stated that Respondent No. 4 has come to know for the first time that the subject land was sold by Amar Prakaash to Manish Mardia on 16.03.2020.
9. It is stated that Manish Mardia is none other than the Chartered Accountant for Guru Info Solutions Private Limited, one of the group Companies of the Corporate Debtor. The alleged agreement to sale was entered into even prior to the GPA dated 15.03.2021 by collusion to take away the properties of EAPIPL. It is also stated that agreement to sale dated 16.03.2020 is an unregistered and unenforceable document.

**IA/1646/2024**

10. This application IA/1646/2024 has been filed under Section 49 r/w Section 45 of IBC and Rule 11 of NCLT Rules, 2016 by the RP of the Corporate Debtor Amar Prakaash Developers Private Limited seeking the following reliefs.

- i. To allow the present Application.*
- ii. To issue directions under Section 49 of the I & B Code to the Respondent No. 1 and 2 to jointly or severally make contributions to the tune of Rs. 98,46,320/- being the alleged sale consideration for the sale of subject land, which was never received by Corporate Debtor; AND*

*iii. To issue directions under Section 49 of the I & B Code to the Respondent No. 1 and 2 to jointly or severally make contributions to the tune of Rs. 1,62,57,380/- being the difference between the sale consideration against the sale of subject land and actual cost at which such land was acquired, OR*

*iv. Alternatively, in lieu of the prayers sought at points ii and iii, to issue directions under Section 49 of the I & B Code and declare the sale transaction of the subject land admeasuring 1 Acre and 67 Cents situated at Pazhanthandaam Village, Srg Erumbudur Taluk and Kancheepuram District sold to Respondent No. 1 vide sale deed dated 16.03.2020 at a significantly lower price to be void and non-est and direct the concerned sub-registrar to register the said property in the name of the Corporate Debtor; AND/OR*

*v. Pass any other or further order/s as this Hon'ble Adjudicating Authority may deem fit and proper in the facts and circumstances of the case.*

11. It is stated that the Corporate Debtor had acquired the subject land from EAP Infra at a whopping purchase price of Rs. 2,61,03,700/-. It sold the subject land to Manish Mardia for a sale consideration of Rs. 98,46,328/- in furtherance of its nefarious design to keep away a valuable asset which could otherwise be utilized towards the goal of value maximization for the Creditors during CIRP of the Corporate Debtor. During the transaction audit, the Transaction Auditor identified various avoidance transactions that happened prior to initiation of CIRP. After eliciting response from the ex-management in relation thereto, he opined that the Corporate Debtor was subjected to preferential, fraudulent and undervalued transactions including the sale transaction which is undervalued by Rs. 1,62,57,380/-. It is stated that the sale

transaction of the subject land be declared as void and non-est and the Respondents be directed to jointly and severally make contributions to the tune of Rs. 1,62,57,380/- being the difference. It is stated that the sale deed does not mention as to who will receive the consideration. No valuation report has been provided by the ex-management in respect of the subject land. It is stated that the above transaction was made by the Corporate Debtor during the period of two years from the CIRP commencement date. It is also stated that the Applicant despite best efforts could not place any entry showing the receipt of a sum of Rs. 98,46,320/- into the accounts of the Corporate Debtor. It is stated that aforesaid transaction is a subterfuge crafted to divert the assets of the Corporate Debtor and to avoid payments to the Creditors while no consideration was received from Respondent No. 1 Manish Mardia.

12. **Respondent No. 1 / Manish Mardia filed the reply** wherein he reiterated what he stated in his application IA/1369/2025. It is stated that he had filed the claim with the erstwhile RP on 09.08.2023 for Rs. 79,95,000 + interest annexed as Annexure 1 being a bonafide purchaser. The said transaction is not a undervalued transaction. There is no provision under Section 49 of IBC to give directions to any person to

make contribution for the consideration amount as prayed for in the application.

13. **Respondent No. 2 / Suspended Director, Aadarsh Surana stated that** the Applicant neither prepared the accounts nor got it audited. This application is barred by limitation having been filed with a delay of 204 days. This Tribunal is not a forum for recovery of any money. Only the Civil Court has jurisdiction. It is stated that the transactions are beyond the look back period. EAPIPL was the construction contractor for the Corporate Debtor. The Corporate Debtor used to provide mobilization advance from time to time for completion of the works. Since the work assigned to EAPIPL was of larger volume, mobilization advance to the tune of Rs. 37.67 Crores was given for which claim was filed by the Corporate Debtor with the EAPIPL in liquidation. When the land was purchased from EAPIPL, it had to pay huge outstanding dues to the Corporate Debtor. It was unable to complete the project. The outstanding was becoming non-receivable. Ultimately, CIRP was initiated against EAPIPL on 02.09.2021. It is stated that the sale agreement was entered into between the EAPIPL and the Corporate Debtor at the book value of Rs. 2.61 Crores. Immediately

thereafter the Corporate Debtor started the search for a potential buyer. There was hardly any interest for the subject land from the potential buyers. Finally, the Corporate Debtor executed an agreement to sale dated 16.03.2020 with Manish Mardia for a total consideration of Rs. 98.46 Lakhs which reflected the market value prevailing on the date of agreement to sell the reported land. Manish Mardia paid the token amount of Rs. 10,000/- and agreed to pay the balance consideration within 36 months. He paid Rs. 54,95,000/- to the Corporate Debtor which is documented in the receipt dated 26.01.2021. Balance amount of Rs. 43,41,000/- is yet to be paid by Manish Mardia. EAPIPL executed the GPA dated 15.03.2021 in favour of the Corporate Debtor to facilitate the execution of sale deed in favour of Manish Mardia for the subject land. The guideline value for 1.67 acres of land was Rs. 98,46,320/- i.e. Rs. 58,96,000/- per acre. It is stated that the purchase was made by the Corporate Debtor to adjust the outstanding dues otherwise nothing would have been recovered. No valuation report has been placed by the RP in support of his contention that the transaction was undervalued. It is stated that transaction was made when the Corporate Debtor needed the funds badly. It was not detrimental to the

interest of the Corporate Debtor even if the subject land is taken from EAP at a book value of Rs. 2.61 Crores. Atleast the Corporate Debtor would be in a position to realize the market value and put the funds in the productive use to avoid further losses due to delay in completion of the projects. It is stated that the interest of the Corporate Debtor has not been compromised in any manner and the sale of the subject land to Manish Mardia was made at the then prevailing market price which was similar to the guideline price. It was a prudent decision of the Corporate Debtor at that time.

14. **R3 / Liquidator of EAP filed the reply** stating that the subject land belongs to EAPIPL which it had purchased for a valid consideration and it forms part of the liquidation estate. He reiterated on the lines of the reply to the application IA/1369/2025. It is stated that R3 has filed IA/855/2022 before the Tribunal alleging the transaction as preferential transaction. It is stated that the land is still in the name of EAPIPL which has been attached by EPFO in February 2023 against the dues of EAP.

15. **The Applicant / RP of the Corporate Debtor Amar Prakaash Developers filed the Rejoinder to the reply filed by R2** reiterating

that the subject land was acquired from EAPIPL at a purchase price of Rs. 2,61,03,700/- and sold at a low sale consideration of Rs. 98,46,320/- to Manish Mardia / Respondent No. 1. The transaction prima facie demonstrates a calculated scheme which clearly falls within the mischief of Section 49 r/w Section 45 of IBC.

16. **Respondent No. 2 filed the additional affidavits** vide Sr. No. 4838 and 4839 dated 14.11.2025 stating that subsequent to the pleadings completed in the IA, he (Aadarsh Surana) has become SRA. The Applicant / RP has filed an application IA(IBC)(Plan)/11(CHE)/2025 for the approval of the resolution plan approved by the CoC. The resolution plan also seeks for the cancellation, waiver and discharge of all avoidance applications (filed with respect to Section 43, 45, 47, 49, 50 and 66 of IBC from the date of approval by this Tribunal as part of the reliefs and concessions contained in the plan). It is stated that in terms of the resolution plan approved by the CoC, the application ought to be withdrawn / dismissed upon the approval of the plan.

## Analysis and Findings

17. We have heard Ld. Counsels for the parties and perused the materials placed on record.
  
18. This Tribunal vide order on the application IA/855/2022 in IBA/1064/2019 filed by the RP / Liquidator of EAPIPL under Section 43 r/w 60(5) of IBC has held that the transactions made by the Respondents were in the ordinary course of business or the financial affairs of the Corporate Debtor and were not the preferential transactions. These transactions do not in any manner prejudice the interest of the Creditors. In the order, it was observed that Amar Prakaash used to pay mobilization advance to EAPIPL to carry out the construction activities which used to be adjusted from the running bills. The dues were payable by EAPIPL to Amar Prakaash to the tune of Rs. 6.30 Crores. Amar Prakaash had paid the mobilization advance after borrowing from the Creditors who were presurizing Amar Prakaash to return the amount. EAP had a land parcel of 3.12 acre which it had mortgaged to Kriticons Limited, its Financial Creditor. On 16.09.2020, it sold a land parcel admeasuring 1.45 acres to Kriticons Limited to settle its entire outstanding dues. Kriticons Limited released the charge on

the land which included 1.67 acres. Since the Promoters of Amar Prakaash and EAPIPL were common and there were outstanding liabilities against EAPIPL, a decision was taken by the Promoter Directors to transfer the remaining land admeasuring 1.67 acres to Amar Prakaash against repayment / adjustment of Rs. 2.61 crores from the outstanding dues of the Amar Prakaash. A book entry was made on 15.12.2020 in relation to the said transaction. It was observed that admittedly the power of attorney was executed on 15.03.2021 which was registered after the Board Resolution but the amount of Rs. 2.61 crores was debited with a note "Being Property transferred to Amarprakash Developers Pvt. Ltd. (Respondent No. 1) as per the GPA dated 15.03.2021 DOC No. 3381/2021 Ext. 1.67 Cents vide S.No. 148/3,pt. 29 cents, S.No. 149 / 1A pt. 28 Cent, S.No. 149/1B pt. 6 cent, S.No. 152/1pt 1.04 Acres at Pazhanthandalam Village". This Tribunal rejected the contention of the Liquidator of EAP that there was no transfer of fund nor there was any consideration. It held that entries in the book show that the land was transferred for a consideration of Rs. 2.61 Crores which amount was adjusted against the outstanding liabilities. Admittedly, no sale deed was executed for effecting the transfer but

later a power of attorney was executed on 15.03.2021 in respect of the said land which was registered with the Sub Registrar office. Along with the power of attorney, possession of land was handed over to Amar Prakaash. It was held that execution of power of attorney coupled with receipt of consideration and handing over possession would be a deemed sale / transfer of land. It was held that the alleged cancellation by the Liquidator of EAP was without refund of consideration and would not be treated as a valid cancellation.

19. It was also observed in the order that the guideline / market value of the land in the year 2020 was Rs 96.0 Lakhs, however, it was sold to Amar Prakaash for Rs. 2.61 Crores. The land was not having access from the road. There were no takers of the land because of the access issue and EAP settled the liabilities for Rs. 2.61 Crores keeping the relations intact with Amar Prakaash without losing its commercial interest. It was held that the sale is not void. Further, Amar Prakaash has not questioned the ownership as to its entitlement in the said land.

20. As observed in the preceding para, the book entry towards the transfer and sale consideration of the land was made on 15.12.2020. GPA was given to Amar Prakaash on 15.03.2021. The agreement to sale entered

by Amar Prakaash with Manish Mardia shows that it had entered into an agreement of sale with EAP for purchase of the said land and offered to sell the said land to Manish Mardia for a consideration of Rs. 98,46,320/- against which it received Rs. 10,000/- by way of cash with balance payable in 36 months. Amar Prakaash executed the receipts on 26.01.2021 for receipt of consideration of Rs. 54,95,000/- which entries are also reflected in the statement of account issued by Bank of Baroda where Manish Mardia had an account. Manish Mardia did not make further payments nor took steps for getting executed the sale deed. In the interregnum, CIRP was initiated against Amar Prakaash vide an order dated 18.04.2023. Although, Manish Mardia has claimed to have made payment of Rs. 80,05,000/- but except the receipt of Rs. 54,95,000/-, there is no record showing the receipt of the balance amount as claimed in the application IA/1369/2025. Although, Manish Mardia has claimed to have filed the claim before the IRP and has placed the claim form but IRP / RP has denied having received any claim form from Manish Mardia. **There is also no record showing that the alleged claim form was submitted through mail which is sine qua non-filing the claims.** Even the list of creditors does not include the name of Manish Mardia

which was revised from time to time. After entering into the agreement dated 16.03.2020, Manish Mardia did not take any step seeking specific performance offering to pay the balance consideration except filing the application IA/1369/2025 before this Tribunal in 2025. No plausible explanation has been given by Manish Mardia in this regard.

21. As regards claim of Manish Mardia as Financial Creditor of the Corporate Debtor Amar Prakaash by virtue of agreement to sale and receipt, it is relevant to refer Section 5(8) of IBC which defines the financial debt. It means a debt along with interest if any, which is disbursed against the consideration for the time value of money and includes (f) any amount raised under any other transaction, including any forward sale or purchase agreement having the commercial effect of a borrowing. It is true that the said land does not form part of a real estate project but it was a land owned by the Corporate Debtor Amar Prakaash in respect of which a sale agreement was entered into with Manish Mardia and towards the purchase of the land, he paid the advance / part consideration. **Be that as it may, since there is no document showing the claim received / admitted by the RP during**

**CIRP and CoC has already approved the resolution plan, the claim of Manish Mardia cannot be considered.**

22. As regards the application filed by the RP of the Corporate Debtor Amar Prakaash under Section 49 of IBC which provides for under valued transaction as referred in Section 45(2) of IBC, it is seen that till date the transaction towards the agreement to sale has not been concluded. The possession of the subject land is with the Corporate Debtor. No money has been repaid by the Corporate Debtor till date. The averments made in the application show that the subject land does not have any proper access or easement. It is completely landlocked without proper entry or exit. Its value has drastically reduced. It was meant to be a part of a larger parcel of land meant for development and proper access. Since larger parcel could not be obtained, the value of the land detrimented. The record shows that the guideline value of the subject land admeasuring 1.67 acres was Rs. 98,46,320/- i.e. Rs. 58,96,000 per acre. It is true that the book entry was made to adjust the amount of Rs. 2,61,03,700/- payable by EAP to Amar Prakaash but the market value of the land was only Rs. 98,46,320/-. The RP of Amar Prakaash in the instant application has not placed any record or document showing

that the market value of the subject land at the time of alleged agreement to sale was Rs. 2,61,03,700/- or more as claimed by the RP. He has assessed the value on the basis of the book value adjustment without doing any exercise on the basis of the transaction auditor report which has no basis. The suspended Director and Manish Mardia have explained with the supporting documents that the guideline value of the subject land was only Rs. 98,46,320/- at the time the agreement to sale was entered into. They have also placed the guideline value prevalent at the time when the transaction was made. It is also pertinent to mention that the said transaction was not made for keeping the assets of the Corporate Debtor beyond the reach of any person who is entitled to make a claim against the Corporate Debtor or the said transactions adversely affects the interest of the Creditors. Suspended Directors have rather explained that at the time when the transaction was made, the Corporate Debtor was in deep financial crisis, it needed money badly and because of the above, it entered into the transaction with Manish Mardia after having transaction with EAP who had to pay dues to the Corporate Debtor Amar Prakaash by making book entries. It is also to be mentioned that by making book entries, the Corporate

Debtor got the subject land from EAP and thereafter entered into the agreement with Manish Mardia and received the part consideration towards the sale of the land to come out from the deep financial crisis since there was continuous pressure of the Creditors of the Corporate Debtor to make payments.

23. The term “significantly” used in Section 45(2)(b) of IBC to connote that simple difference of value is not sufficient to term a transaction as “undervalued”. Per contra a significant difference between the actual value and the sale value should be established. The proviso to Section 45(2) provides that where such transaction has taken place in the ordinary course of business of the Corporate Debtor, the same shall not be considered to be an undervalued transaction. Undervalued transaction involving a Corporate Debtor is two years preceding the insolvency commencement date. In the present case, the alleged transaction had taken place preceding more than two years. For the sake of arguments, even if it is presumed that Manish Mardia is related party of the Corporate Debtor even then the transaction exceeds two years period and as such the application does not satisfy the

requirement as contemplated under Section 45 and 46 of IBC. It has also been held in the case of *Harish Taneja, RP of Perfact Color Digital Prints Pvt Ltd Vs Ashwani Arya, Director of Corporate Debtor Tower, in (IB)-1974(ND)/2019 and IA/4187/2020* that in a case where the valuation report required to substantiate the undervaluation of the asset sold was not filed along with the application, the application is not maintainable. In the present case also no valuation report has been filed by the RP to substantiate the undervaluation of the subject land rather the Promoter Director and Manish Mardia have filed valuation report of the subject land justifying the valuation of the transaction.

24. Facts and circumstances show that the said transactions were made by the suspended Director in the business interest of the Corporate Debtor in the ordinary course without prejudicing the interest of the Creditors and the said transactions cannot be said to be undervalued transaction to give benefit to Manish Mardia, who was the Chartered Accountant working for the group Company of the Corporate Debtor.

25. As regards contention of Respondent No. 2 in the affidavit referred at para 16, this Tribunal has in detail dealt this contention in the order on the application IA(IBC)/892(CHE)/2025 and need not deal with it again.
26. As regards contention that the application has been filed belatedly after delay of 204 days, admittedly, Regulation 35A of CIRP Regulations imposes a duty on the RP to take measure within the timeline and any action taken by RP beyond the time prescribed is prohibited, but it has been held in catena of judgements i.e. in the case of *Aditya Kumar Tibrewal vs Om Prakash Pandey & Ors (Company Appeal (AT) Insolvency No. 583 of 2021)* and *Prasant Chandra Rath & Anr vs Surya Kanta & Anr (Company Appeal (AT) Insolvency No. 869 of 2022)* by Hon'ble NCLAT that the timeline prescribed in Regulation 35A of CIRP Regulations is only directory and any action taken by the RP beyond the time prescribed, cannot be held to be non-est or void on the ground that it is beyond the prescribed period, if there are genuine and valid reasons for the RP for not filing the application for avoidance transactions within the time prescribed.

27. In the light of what has been stated above, we **dismiss** both the applications i.e. IA(IBC)/1369(CHE)/2025 filed by Manish Mardia and IA(IBC)/1646(CHE)/2024 filed by the RP of Amar Prakaash Developers Private Limited with no orders as to cost.

**Sd/-**

**VENKATARAMAN SUBRAMANIAM**  
MEMBER (TECHNICAL)

**Sd/-**

**SANJIV JAIN**  
MEMBER (JUDICIAL)