IN THE NATIONAL COMPANY LAW TRIBUNAL
NEW DELHI BENCH
COURT-IV

I.A. (PLAN) 29 (ND) OF 2024
IN
C.P. IB 2503 (ND) OF 2019

IN THE MATTER OF:

DURGA DAS AGRAWAL
RESOLUTION PROFESSIONAL
MKMG JEWEL DEVELOPERS PRIVATE LIMITED

...Applicant

AND IN THE MATTER OF:

AMBRANE INDIA PRIVATE LIMITED

...Financial Creditor

MKMG JEWELS DEVELOPERS PRIVATE LIMITED

...Corporate Debtor

Order Delivered on: 10.07.2026

CORAM:

SHRI MAHENDRA KHANDELWAL
HON'BLE MEMBER (JUDICIAL)

SHRI ATUL CHATURVEDI
HON'BLE MEMBER (TECHNICAL)

PRESENT:

For the RP : Mr. Vipul Ganda, Mr. Shivam Gautam, Ms. Nitu Barik, Mr. Raghav, Ms. Arpita Sahu, Ravinder Kumar, Advocates, Mr. Durga Das Aggarwal, RP in person.

For the SRA : Mr. Sandeep Chicana, Advocate.

For the SBoD : Mr. Rachit Mittal, Mr. Anubhav, Mr. Amit Kumar, Ms. Shristi Agrawal, Advocates.

ORDER

PER: BENCH

1. The present Application has been filed by Mr. Durga Das Agrawal, Resolution Professional (RP) of MKMG Jewels Developers Private Limited ('Corporate Debtor') under the provisions of Section 30(6) read with Section 31(1) of the Insolvency & Bankruptcy Code, 2016 ('the Code') read with Regulation 39(4) of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 ('Regulations') seeking approval of the Resolution Plan dated 15.04.2024 submitted by Mr. Varun Chopra ("Successful Resolution Applicant/SRA") and as approved unanimously by the Committee of Creditors in its 21st CoC meeting convened on 24.05.2024.

2. **BRIEF BACKGROUND OF THE CIRP:**

i. The application filed by the Financial Creditor under Section 7 of the Code against the Corporate Debtor was admitted by the Adjudicating Authority, vide order dated 12.01.2024 and Mr. Durga Das Agrawal was appointed as the Interim Resolution Professional (IRP).

ii. A Public Announcement was made on 09.02.2022 in "Financial Express" (English Edition) and in "Jansatta" (Hindi Edition) of Delhi.

iii. The following claims were received by the Applicant:

S. No	Particulars	Amount Claimed	Amount Admitted
1.	Secured financial creditors	Nil	Nil
2.	Unsecured financial creditors	1,75,98,480 /-	1,75,98,480 /-
3.	Operational creditors (Workmen)	Nil	Nil
4.	Operational creditors (Employees)	Nil	Nil
5.	Operational creditors (Government Dues)	Nil	Nil

6.	Operational creditors (other than Workmen and Employees and Government Dues)	Nil	Nil
7.	Other creditors, if any: Financial Creditor who are the Related Party of the Corporate Debtor		
8.	Bliss Equity Pvt. Ltd.	19,21,85,588 /-	19,21,85,588 /-
9.	MP Promoters Pvt. Ltd.	2,60,27,651 /-	2,56,96,219 /-
10.	MRY Telecom Pvt. Ltd.	16,06,290 /-	15,87,342 /-
11.	Ms. Seema Garg	1,20,30,645 /-	1,18,73,972 /-
12.	Mr. Neeraj Garg	1,03,50,350 /-	1,03,50,350 /-
	Total	25,97,98,944 /-	25,92,91,891 /-

iv. The details of the CoC Meetings are as follows:

1.	1st CoC Meeting	13.04.2022
2.	2nd CoC Meeting	23.06.2022
3.	3rd CoC Meeting	29.07.2022
4.	4th CoC Meeting	03.10.2022
5.	5th CoC Meeting	01.11.2022
6.	6th CoC Meeting	02.01.2023
7.	7th CoC Meeting	24.01.2023
8.	8th CoC Meeting	04.04.2023
9.	9th CoC Meeting	04.05.2023
10.	10th CoC Meeting	27.05.2023

11.	11th CoC Meeting 04.07.2023
12.	12th CoC Meeting 22.07.2023
13.	13th CoC Meeting 04.08.2023
14.	14th CoC Meeting 13.08.2023
15	15th CoC Meeting 02.12.2023
16	16th CoC Meeting 09.03.2024
17	17th CoC Meeting 13.04.2024
18	18th CoC Meeting 20.04.2024
19	19th CoC Meeting 13.05.2024
20	20th CoC Meeting 18.05.2024
21	21st CoC Meeting 24.05.2024
After the Approval of Resolution Plan by the CoC:	
22.	22nd CoC Meeting 20.07.2024
23.	23th CoC Meeting 10.10.2024
24.	24th CoC Meeting 21.02.2025

v. Details of orders extending/excluding the period of CIRP on request filed by RP:

S. N	Particulars	Date
1	Date of Admission of CIRP	12.01.2022
2	Date of receipt of order	08.02.2022
3	Date of Exclusion of 27 days granted by the	08.02.2022

	Hon'ble Bench till 08.02.2022	
4	Deemed Commencement of CIRP	08.02.2022
5	Date of expiry of 180 days of CIRP	06.08.2022
6	Date of expiry of CIRP after grant of further extension under Section 12 of IBC of 90 days	04.11.2022
7	Date of expiry of CIRP after grant of further extension under Section 12 of IBC of 60 days	04.01.2023
8	Date of expiry of CIRP after grant of further extension under Rule 11 of NCLT Rules 2016 of 90 days	04.04.2023
9	Date of expiry of CIRP after grant of further extension under Rule 11 of NCLT Rules 2016 of 90 days	04.07.2023
10	Extension for 30 days allowed vide order dated 14.07.2023	13.08.2023

11	Exclusion allowed by this Hon'ble Adjudicating Authority vide order dated 20.02.2024 for the period 13.08.2023 to 20.02.2024	13.08.2023 to 20.02.2024
12	Extension allowed for 60 days vide order dated 20.02.2024 with a liberty to republish the expression of interest (FORM G)	19.04.2024
13	Extension of 30 days was given by this Hon'ble Adjudicating Authority vide order dated 04.06.2024 for 30 days from the date of order and exclusion of period was also granted	04.07.2024

vi. The details regarding the issuance of EoI is as follows:

1.First Form G Issued on 04.01.2023. 2. Reissuance of Second Form G on 28.01.2023 3.Reissuance of Third Form G on 23.02.2024

vii. In response to the FORM G on 23.02.2024, 3 EoI were received from the following PRAs:

S. No	Name of Prospective Resolution Applicants
1.	Mr. Varun Chopra
2.	Noida Holdings Private Limited
3.	Mr. Komal Madan

viii. Two PRAs submitted their Resolution Plan viz Mr. Varun Chopra & Noida Holdings Private Limited.

ix. The COC in the 16th Meeting approved the Information Memorandum wherein COC decided to sold the said assets to the RA "AS IS WHERE IS BASIS".

x. The CoC in its 19th Meeting requested both the Resolution Applicant to give their best Financial Proposal and accordingly the Applicant vide email dated 14.05.2024 requested both the PRAs to submit their best Financial Proposal on or before 16.05.2024.

xi. Both the PRAs has submitted their best Financial Proposal on or before 16.05.2024 and the 20th meeting of CoC was called. The CoC requested for another CoC meeting for voting on the Plan and/or Liquidation of the Corporate Debtor.

xii. Accordingly, the RP called the 21st meeting of the CoC on 24.05.2024 and the Resolution Plan submitted by Mr. Varun Chopra was approved with 100% of majority.

xiii. Mr. Varun Chopra at the time of submission of expression of interest submitted an earnest money deposit (EMD) of Rs. 3,00,000 /- (Rupees Three Lakhs Only) by way of demand draft and further the Applicant also requested Mr. Varun Chopra to submit the Performance Bank Guarantee and accordingly Mr. Varun Chopra has submitted a performance bank guarantee for an amount of Rs. 56,40,000.00 (i.e. 10% of total resolution plan value i.e Rs. 56,37,013) by way of account transfer.

3. **DETAILS OF THE RESOLUTION APPLICANT AND PAYMENT SCHEDULE:**

i. The details and documents related to the Successful Resolution Applicant as per Form H are as under:

Sl. No.	Particulars	Description
1.	Name of Successful Resolution Applicant (SRA)	Mr. Varun Chopra (Individual)
2.	Nature of Business of SRA	SRA, directly and through his family, has been involved in Sale and Purchase of properties including, but not limited to, residential, commercial, agriculture properties, etc. Thus, the SRA is involved in investment of immovable properties
3.	Relationship status of SRA with CD, if any	NA
4.	Whether SRA is eligible to submit plan u/s 240A of IBC in case of MSME CD	Yes
5.	Due Diligence Certificate of the RP u/s 29A of IBC for the SRA (pls attach copy of certificate)	The Certificate of RP was Already annexed as Annexure-24 of IA 29/2024 (Application for seeking approval of the Resolution Plan) and also annexed as **ANNEXURE-1**

ii. The total Plan value is **Rs. 5,63,70,127 (Rupees Five Crore Sixty-Three Lakh Seventy Thousand One Hundred Twenty-Seven Only** (Rs. 5,06,98,420/- + CIRP Costs i.e. Rs. 56,71,707/-).

iii. It is submitted in the Plan Application that the Successful Resolution Applicant shall bring in an amount of agreed total consideration equivalent to Rs. 5,06,98,420/- (Rupees Five Crore Six Lakhs Ninety Eight Thousand Four Hundred and Twenty only) except CIRP cost which will be paid as actual wherein a sum of Rs. 1,75,98,420/- will be paid within a period of 60 days from the date of approval of resolution plan by the Adjudicating Authority to the Financial Creditor (unrelated), Rs.1,00,000/- for unforeseen contingent liability, Rs. 25,00,000/- to be paid to all the Related parties of the Corporate Debtor in the ratio of their admission of claim. Rs 5,00,000/- to meet the working capital requirement and further a sum of Rs. 3,00,00,000/- will be infused as quasi debt/equity in the Corporate Debtor.

iv. The details of the realizable amount as per the Form H is as follows:

7A. Realisable amount:

Sl. 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)*	Rs. 5,06,98,420 /- (including Rs. 3,00,00,000 /- Capital infusion) Net Realisable Value: Rs. 2,06,98,420 /-
2.	Fair Value	Fair Value of Securities & Financial Assets: 1,33,06,104
3.	Liquidation Value	Liquidation Value of Securities and Financial Assets. 1,10,58,784.5
4.	Percentage (%) of realisable amount to Fair Value	155.56 %
5.	Percentage (%) of realisable amount to Liquidation Value	187.16 %
6.	Percentage (%) of realisable amount to Principal amount	100 % of the Financial Creditor who is the part of CoC.
7.	Percentage (%) of realisable amount to Total admitted claims	7.98 %
8.	Percentage (%) of realisable amount to Other than admitted Corporate Guarantee claims	Not Applicable

<u>Note on the computation of Fair Value:</u>

<u>Valuation of Securities and Financial Assets:</u>

Registered Valuer 1: Rs.1,13,64,018 /-

Registered Valuer 2: Rs. 1,52,48,190 /-

Average Value: Rs. 1,33,06,104 /-

<u>Note on Valuation of Land & Building</u>

That it is relevant note to that properties of the Corporate Debtor are in illegal possession of Bliss Equity Private Limited (*Related Party of the Corporate Debtor*) and accordingly the RP has filed an application (IA NO. 3801/2023 on 22-06-2023) for seeking possession of Property before the Hon'ble NCLT and further the RP has also filed an application before the Hon'ble NCLT for seeking direction for valuation of the said property (IA NO. IA/1126/ND/2024).

The Hon'ble NCLT, New Delhi Bench-IV has allowed the IA No 3801/2023 giving a direction to Bliss Equity Private Limited for handover the possession of the property vide order dated 10.12.2024. However, the said order has not been complied by the Bliss Equity Private Limited as on the date of this FORM H.

Accordingly, the RP has filed an application (IA NO. 270/2025) for seeking police assistance to take over the charge of the said assets. The said application is also pending before this Hon'ble Adjudicating Authority on the date of this FORM H

7B. Details of Realizable amount:

(Amount In Rupees)

Stakeholder Type	**Amount(s)**				**Payment schedule**
	Amount Claimed	**Amount Admitted**	**Realisable amount under the plan**	**Amount realizable in plan to amount claimed (%)**	
Secured Financial Creditors					
- Creditors not having a right to vote under sub-section (2) of section 21	N/A	N/A	N/A	N/A	N/A
- Dissenting	N/A	N/A	N/A	N/A	N/A
- Assenting	N/A	N/A	N/A	N/A	N/A
Unsecured Financial Creditors					
-Creditors not having a right to vote under sub-section (2) of section 21	N/A	N/A	N/A	N/A	N/A
- Dissenting	N/A	N/A	N/A	N/A	N/A
- Assenting	1,75,98,420 /-	1,75,98,420 /-	1,75,98,420/-	100%	To be paid in 2 equated instalments with a difference of 30 days in each instalment starting from the 30th day From the effective date

Operational Creditors					
(i) Government EPFO Department	N/A	N/A	N/A	N/A	N/A
(ii) Workmen- PF dues Other dues	N/A	N/A		N/A	N/A
(iii) Employees - PF dues Other dues	N/A	N/A		N/A	N/A
(iv) Other Operational creditors	N/A	N/A		N/A	N/A
Other Debts and Dues (Other Creditors who are related party of Corporate Debtor)	24,22,00,524 /-	24,16,93,471 /-	25,00,000 /-	1.03 %	A Total amount of Rs. 25,00,000 to be paid to all the Related parties of the Corporate Debtor within a period of 60 day from the date of approval of Resolution Plan by Hon'ble NCLT in the ratio of their admitted claim.
Shareholders	N/A	N/A		N/A	N/A
Total	25,97,98,944 /-	25,92,91,891	2,00,98,420 /-	7.74 %	-

4. SOURCE OF FUNDS:

i. Chapter VII of the Resolution Plan provides details regarding the sources of funds which reads thus:

> **CHAPTER VII**
>
> **FUNDING PLAN AND SOURCES OF FUNDS**
>
> The infusion of funds shall be done through RA that may be routed through the Corporate Debtor in an account managed by the Management of the RA. Moreover, the RA has identified a core operating team which would focus on Resolution Plan and revival of the CD as soon as possible and would be responsible for the implementation of the Resolution Plan along with the generation of cash as per the financial projections, if any, based on the best estimates as provided with this Resolution Plan. It is further clarified that since the financial projections are based on best estimates of the technical operating team as would be introduced for effective implementation of the plan, thus the actual cash flows may differ from the forecast projected by the team. However, in such case, the RA hereby undertakes that the implementation of Resolution Plan would continue as is in case there would be shortage of cash generation by the CD. Further, in such case the RA may infuse additional funds into the CD based on his commercial wisdom which would be brought in at any stage shall be brought in by the Resolution Applicants shall be funded with a mix of internal accruals, Equity and unsecured loans/ term loan as the case may be; that shall be brought in by RA directly or through any of its affiliates.
>
> **Justification with respect to Sources of Fund: -**
>
> Further, the RA undertakes to infuse further amount to adhere to the provisions of implementation as contained in this Resolution Plan, thereby removing any uncertainty with respect to financing risk.

5. CIRP COSTS:

i. Chapter VIII of the Resolution Plan contains details of the Financial Proposal wherein payment of CIRP costs is dealt with. Relevant excerpts of the same are reproduced hereinbelow:

> **C. Payment of Insolvency Process Cost**
>
> The CIRP Costs shall be paid in full towards final payment of the insolvency resolution process costs payable in terms of Section 30(2) (a) of the Code. This plan provides for the payment of entire CIRP cost within 30 days from the effective date before making payment to any creditors. The Resolution Applicant shall pay unpaid CIRP cost within 30 days from the effective date. Further, according to the provisions of Section 30 of the IBC read with Regulation 38 of the CIRP Regulation the Insolvency Resolution Process Cost has to be paid in priority to any of the other class of creditors; as such the Applicant undertakes to abide by the same. The Resolution

> Applicant proposes to pay all the CIRP Costs in priority to all other payments within 30 days of the Effective Date. Further due to passage of time till the approval of this Plan by the Hon'ble NCLT, the said CIRP Cost will increase then such increase amount shall be paid accordingly.

6. DETAILS OF TERM, MANAGEMENT, IMPLEMENTATION AND SUPERVISION OF THE RESOLUTION PLAN:

Sl. No.	Particulars	Description
1.	Amount of Performance Guarantee furnished by SRA (in Rs.) and its validity (attach document)	Rs. 56,40,000.00 by way of account transfer and the same is lying the CIRP bank account of the Corporate Debtor wherein the RP is the authorized signatory and copy of Bank statement evidencing the payment of performance bank guarantee is already annexed as Annexure-20 of IA No. 29/2024. A Copy of the Bank Statement is annexed as **ANNEXURE-3**
2.	Source of funds (in brief)	The infusion of funds shall be done through RA that may be routed through the Corporate Debtor in an account managed by the Management of the RA. Moreover, the RA has identified a core operating team which would focus on Resolution Plan and revival of the CD as soon as possible and would be responsible for the implementation of the Resolution Plan along with the generation of cash as per the financial projections, if any, based on the best estimates as provided with this Resolution Plan. It is further clarified that since the financial projections are based on best estimates of the technical operating team as would be introduced for effective implementation of the plan, thus the actual cash flows may differ from the forecast projected by the team. However, in such case, the RA hereby undertakes that the implementation of Resolution Plan would continue as is in case there would be shortage of cash generation by the CD. Further, in such case the RA may infuse additional funds into the CD based on his commercial wisdom which would be brought in at any stage shall be brought in by the Resolution Applicants shall be funded with a mix of internal accruals, Equity and unsecured loans/ term loan as the case may be; that shall be brought in by RA directly or through any of its affiliates. **Justification with respect to Sources of Fund:** Further, the RA undertakes to infuse further amount to adhere to the provisions of implementation as contained in this Resolution Plan, thereby removing any uncertainty with respect to financing risk.

3.	Capital restructuring and management of CD post approval of resolution plan (**in brief including shareholding proposed to be transferred in favour of SRA)**	As per the details provided in the Information Memorandum, the CD has an authorized Equity share capital of INR 1,00,000/- and paid-up capital is Rs. 1,00,000/- divided into equity Shares 10,000 of Rs. 10 each. Based on latest disclosures provided in the Information Memorandum, the Applicant understands that the shareholding pattern was as under

S.No.	**Name of Sharehold**	**No. shares held**	**Percent (%) of holding**
1.	Bankey Bihari Goel	5000	50%
2.	Mr. Barham Narayan Dubey	5000	50%
3.	Total	10,000	100%

As part of the Resolution Plan, the entire share capital of the CD shall be restructured on approval of the Resolution Plan by the Adjudicating Authority.

The restructuring shall take place in the following manner, in the sequence set out below:

a. On the date of Upfront Equity Infusion, the entire existing shareholding of the CD shall stand transferred in the favor of the Resolution Applicant or its nominees at a value of INR 10/-.

b. Entire share capital of CD will stand transferred to the Resolution Applicant or its nominees at a value of INR 10/-. It is classified that deposit of the consideration for purchase of shares and issuance of cheques to the existing shareholder is sufficient for transfer of shares in favor of the RA irrespective of whether the shareholders encash the said cheque or not and handover/transfer share or not the said amount of Rs. 10, will be deposited before the NCLT in DD or in any manner as directed by the Hon'ble NCLT.

c. There shall be no stamp duty etc. on the issuance of the fresh shares in lieu of the shares cancelled of the erstwhile shareholders.

d. The Books of Accounts will be re-casted on the Effective Date giving effect to this Resolution Plan.

e. Simultaneous to the transfer of the existing shareholding, and infusion of funds by the Resolution Applicant, CD shall issue 10,000 Equity Shares (fully paid up of face value INR 10/- each) aggregating to INR 1,00,000/- Thereafter the funds will be infused in the CD by way of unsecured loans from the RA.

		f. In case such restructuring requires increase in authorized share capital of the CD and consequent amendment of the Memorandum of Association of the CD, such increase and amendment shall take place as part of the. Resolution Plan. The authorized share capital of the CD shall be increased, without any further act, instrument or deed by the CD and without any liability for payment of any fees or stamp duty in respect of such increase
4.	Term and implementation of plan (in brief)	The term of the Resolution Plan is 120 days from the effective date, within which the financial and other proposals made under the present Resolution Plan shall be completed.

		The Plan Monitoring Committee shall supervise the implementation of the Resolution Plan, and shall be required and entitled to do all such acts, deeds, matters and things as may be necessary, desirable or expedient in order to implement and give effect to this Plan in accordance with its terms The Plan Monitoring Committee shall supervise the implementation of the Resolution Plan. From the effective date, the board shall be managed by reconstituted management nominated by the Resolution Applicant.
5.	Details of monitoring committee (in brief)	In order to ensure that the Resolution Plan is implemented in accordance hereof and that the obligations undertaken herein are adhered to in good faith and spirit, an appropriate monitoring committee shall be appointed within 10 Business Days of the Effective Date. The Resolution Applicant shall constitute the monitoring committee, which shall comprise of (1) the Resolution Applicant and (2) one person designated from the sole Financial Creditor of the COC and (3) the existing Resolution Professional, appointed by the Hon'ble NCLT (who shall also be the chairman of the Monitoring Committee), who shall monitor the implementation of the plan after the Effective Date for the tenure of the Resolution Plan. The Resolution Professional stand discharged on the date of approval of the resolution plan and shall handover all the assets, records, information to the Resolution Applicant.
6.	Effective date of resolution plan implementation	Date of receipt of copy of order of approval of Resolution Plan by Adjudicating Authority

7. **MONITORING COMMITTEE:**

i. Chapter X of the Resolution Plan deals with the Implementation and Supervision wherein the details of the Monitoring Committee are discussed. Relevant excerpt of the same are reproduced hereinbelow:

MONITORING AND SUPERVISION

a. In order to ensure that the Resolution Plan is implemented in accordance hereof and that the obligations undertaken herein are adhered to in good faith and spirit, an appropriate monitoring committee shall be appointed within 10 Business Days of the Effective Date.

b. The Resolution Applicant shall constitute the monitoring committee, which shall comprise of (1) the Resolution Applicant and (2) one person designated from the sole Financial Creditor of the COC and (3) the existing Resolution Professional, appointed by the Hon'ble NCLT (who shall also be the chairman of the Monitoring Committee), who shall monitor the implementation of the plan after the Effective Date for the tenure of the Resolution Plan. The Resolution Professional stand discharged on the date of approval of the resolution plan and shall handover all the assets, records, information to the Resolution Applicant.

c. The monitoring committee, so appointed, shall have inter alia the following responsibilities:

- Monitoring the implementation of this Resolution Plan.
- Issue a certificate for the successful completion of the Resolution Plan

Note: The Resolution Professional, from the effective date, in the capacity of the member of the Monitoring Committee shall be paid a fee of Rs. 50,000/- per month till the Cut-Off Date. There shall be no fee payable to any other member of the Monitoring Committee.

d. On and from the Effective Date, the Resolution Applicant shall constitute the Board of the Company and the Reconstituted Board will be responsible for the implementation of this Resolution Plan along with the Resolution Applicant until the final payments are made under this plan to the Creditors under the supervision of Monitoring Committee.

e. On and from the Approval Date till effective date, it is proposed that the Company will continue to be managed and controlled by the Chairman of the Monitoring Committee.

f. The Chairman of the Monitoring Committee shall, subject to the provisions of this Resolution Plan, be deemed to have the same rights, powers and privileges which the Resolution Professional has during the CIRP during the period of approval date till effective date. Once the Reconstituted Board is appointed, the Reconstituted Board shall take all the decision in respect of business of the corporate debtor and the monitoring shall only supervise the implementation of resolution plan as stated under the code.

g. After the approval of Resolution plan, the Resolution professional shall relinquish his office or become functus officio as per provisions of IBC 2016. Thereafter the company will be managed and controlled under the supervision of monitoring committee till the appointment of Reconstituted Board.

h. That the Monitoring Committee shall meet regularly on an interval of not more than 30 days from Approval date and can also meet when the Chairman of the monitoring Committee may deem fit and/or on the requisition received from any of the members of the committee and/or circumstance arise in which the require consideration and decision of monitoring committee.

i.	That the Chairman shall be responsible for properly conducting all the meetings of the monitoring committee including maintaining & circulation of the minutes, intimation to Hon'ble Adjudicating Authority, if required.
j.	Without prejudice to the rights available to the Successful resolution applicant under any law for the time being in force, in case any circumstance and situation arise which create a hurdle or barrier for implementation of approved resolution plan then the monitoring committee through its Chairman shall apply to the Hon'ble Adjudicating Authority and can seeks the appropriate directions and reliefs. That all the expenses including litigation cost shall be paid by the Corporate Debtor from the internal accruals of the Corporate Debtor. In the event, the internal accruals are not sufficient, then the Successful Resolution Applicant shall infuse funds in the Corporate Debtor to meet such fees and expenses.
k.	The Resolution Applicant shall be at liberty to constitute a Joint Venture with any 3rd Party, as he may deem fit and if so required. However, the Resolution Applicant undertakes that such 3rd Party and the Joint Venture, if so formed, shall not be disqualified by the provision of Section 29A of the IBC, 2016/shall not be a related party.
l.	The fee payable to Insolvency Professional who shall be the members of the Monitoring Committee shall be borne by the Resolution Applicant in the proportion decided by them.

8. IMPLEMENTATION SCHEDULE:

i. Chapter XII of the Resolution Plan deals with the implementation schedule which reads thus:

CHAPTER XII

INDICATIVE TIMELINE FOR IMPLEMENTATION / IMPLEMENTATION SCHEDULE

The Resolution Plan shall be implemented in the following manner, as per the timelines stated below or as per applicable laws:

S. No.	Activity	Estimated Time Limit
1.	Submission of proposed Resolution Plan by the Resolution Applicant	15.04.2024
2.	NCLT Approval Date of the Resolution Plan	T (Effective Date)
3.	Formation of monitoring committee	T+10 days
4.	Extinguishment of Promoter Shareholding	T + 15 days
5.	Transfer of Share Capital in favour of Resolution Applicant	Within T+ 20 Days
6.	Issue of fresh equity shares to the RA	Within T+ 25days
4.	Payment of CIRP Costs	Within T+ 30 Days
5.	1st tranche fund infusion (50% of the amount to be paid to Sole member of the COC)	Within T+ 30 days
10.	2nd Tranche fund infusion 50% of the amount to be paid to Sole member of the COC)	Within T+ 60 Days
11.	Payment of Rs. 25,00,000/- to the related parties in the ratio of their claims.	Within T+60 days
12.	Cut off Date	T+60 days

A breach in the above dates would not be considered as a breach of this Resolution Plan. Further, a condonation would be available to the Resolution Applicant for a period of 60 days from each of the designated events mentioned above or for any of such extended period, as may be approved by the Hon'ble NCLT. Thus, the term of the Plan shall be 120 days, as mentioned in Chapter X above.

9. NECESSARY COMPLIANCES AS PER THE CODE AND REGULATIONS THEREUNDER:

Section of the Code/ Regulation No.	Requirement with respect to Resolution Plan	Compliance (Y/N)	Relevant clause of resolution plan
Section 25(2)(h)	Whether the Resolution Applicant meets the criteria approved by the CoC having regard to the complexity and scale of operations of business of the CD?	Yes	Net worth certificates of SRA
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	Yes	Yes, Affidavit under Section 29A was given by SRA
Section 30(1)	Whether the Resolution Applicant has submitted an affidavit stating that it is eligible?	Yes	Yes, Affidavit is annexed with Resolution Plan application
Section 30(2)	The Resolution Plan- (a) provides for the payment of insolvency resolution process costs (b) provides for the payment to the operational creditors (c) provides for payment to the financial creditors who did not vote in favour of the resolution plan (d) provides for the management of the affairs of the corporate debtor	Yes Yes Yes Yes	Chapter VIII of the Resolution Plan
	(e) provides for the implementation and supervision of the resolution plan (f) does not contravene any of the provisions of the law for the time being in force	Yes Yes	
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	Yes Yes	Yes, COC found the Resolution Plan viable and feasible and the Resolution of COC for approval of Resolution with 100% is annexed with Application

Section 31(1)	The Resolution Plan has provisions for its effective implementation plan, according to the CoC	Yes	Chapter X of Resolution Plan
Regulation 38 (1)	The amount due to the operational creditors under the resolution plan has been given priority in payment over financial creditors	Yes	Chapter VI of Resolution Plan
Regulation 38(1A)	The resolution plan includes a statement as to how it has dealt with the interests of all stakeholders	Yes	Chapter VI of Resolution Plan
Regulation 38(1B)	Neither the Resolution Applicant nor any of its related parties has failed to implement or contributed to the failure of implementation of any resolution plan approved under the Code. If applicable, the Resolution Applicant has submitted a statement giving details of any such non-implementation.	Yes	Chapter VI of Resolution Plan
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 corporate debtor during its term (c) adequate means for supervising its implementation	 Yes Yes Yes	 Chapter X & XII of Resolution Plan, Chapter XI of Resolution Plan. Chapter X of Resolution Plan
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 (d) it has provisions for approvals required and the timeline for the same (e) the resolution applicant has the capability to implement the resolution plan	 Yes Yes Yes Yes Yes	 Chapter V of Resolution Plan Chapter X of Resolution Plan. Chapter X of Resolution Plan Chapter VI of Resolution Plan
Regulation 39(2)	Whether the RP has filed applications in respect of transactions observed, found or determined by him?	Yes	Chapter XIV of Resolution Plan
Regulation 39(4)	Provide details of performance security received, as referred to in sub-regulation (4A) of regulation 36B)	Yes	Copy of Bank Statement Attached

10. PUFE (PREFERENTIAL, UNDERVALUED, FRAUDULENT AND EXTORTIONATE) TRANSACTIONS:

i. The status of the PUFE transactions as per the Form H is as follows:

Sl. 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					
	IA/3428/ND/2023 Application under Section 43 of IBC, 2016	8,73,97,705	22.06.2023	19.07.2023	On 19.07.2023, this Hon'ble Adjudicating Authority was pleased to issued notice to Respondents	SRA will pursue PUFE Applications after the approval of the Resolution Plan by the Hon'ble NCLT
2	Undervalued transactions u/s 45					
	IA/3338/ND/2023 Application under Section 45 of IBC, 2016	3,8369,216	17.06.2023	19.07.2023	On 19.07.2023, this Hon'ble Adjudicating Authority was pleased to issued notice to Respondents	SRA will pursue PUFE Applications after the approval of the Resolution Plan by the Hon'ble NCLT
3	Extortionate credit transactions u/s 50					
	IA/3345/ND/2023 Application under Section 50 of IBC, 2016	4,97,23,725	19.06.2023	19.07.2023	On 19.07.2023, this Hon'ble Adjudicating Authority was pleased to issued notice to Respondents	SRA will pursue PUFE Applications after the approval of the Resolution Plan by the Hon'ble NCLT
4.	Fraudulent transactions u/s 66					

	IA/3381/ND/2023 Application under Section 66 of IBC, 2016	10,63,35,000	19.06.2023	19.07.2023	On 19.07.2023, this Hon'ble Adjudicating Authority was pleased to issued notice to Respondents	SRA will pursue PUFE Applications after the approval of the Resolution Plan by the Hon'ble NCLT

ii. This Adjudicating Authority vide order dated 09.04.2026 allowed the aforementioned Applications and issued necessary directions against the Respondents.

iii. Chapter XIV Of the Resolution Plan deals with Miscellaneous Clauses wherein Clause 13 provides for the treatment of avoidance transactions which reads thus:

> **13. Manner and Proceedings in respect of Avoidance Transactions if any after approval of Resolution Plan:**
>
> As per the Information Memorandum and understanding of the Resolution Applicant as well as details furnished by the Resolution Applicant, Applications under Section 43, Section 45 and Section 50 and/or any other provisions of the Insolvency and Bankruptcy Code, 2016 have been filed by the RP. The Resolution Applicant shall, upon the present Resolution Plan being approved by the NCLT, take over/continue to prosecute the said Applications and/or any other Application that may be filed by the Resolution Professional after the filing of the present Resolution Plan and till the approval of the Resolution by the Hon'ble NCLT.
>
> The proceeds, if any, from such proceedings shall vest with the Corporate Debtor/Resolution Applicant as the current financial proposal is being proposed keeping in view of the future recoveries expected to be made from various parties and debtors otherwise there is no visible and feasible asset of the Corporate Debtor as per IM for which any financial proposal may be proposed. In fact, the Resolution Applicant herein has made payment to the sole member of the Committee of Creditor, in full. Cost, including CIRP cost, shall be borne by the Resolution Applicant in this regard. Apart from the same, any proceedings going on before any Court for the for the benefit of the Corporate Debtor shall continue to go on and shall be taken over by the Resolution Applicant.

11. OBJECTIONS TO THE RESOLUTION PLAN:

i. Pursuant to the order dated 26.05.2026 passed by the Hon'ble Supreme Court, this Adjudicating Authority was required to consider the objections of Mr. Bankey Bihari Goyal, Suspended Director, to the Resolution Plan. Accordingly, during the course of hearing, the Ld. Counsel appearing on behalf of Mr. Bankey Bihari Goyal was heard at length on the objections sought to be raised. Thereafter, vide order dated 04.06.2026, liberty was granted to file his Written Submissions. Relevant excerpt of the order dated 04.06.2026 passed by this Adjudicating Authority is reproduced hereinunder:

> *"**IA (Plan)/29/ND/2024***
>
> *Heard the Ld. Counsel on behalf of the RP.*
>
> *We have also heard Ld. Counsel on behalf of the Appellant/Suspended Management of the Corporate Debtor.*
>
> *In terms of the order passed by the Hon'ble Supreme Court vide order dated 26.05.2026 in Civil Appeal No. 7840/2026, both sides may file their written arguments/submissions within a period of three days.*
>
> *Since this member of the Suspended Board is not a party in this IA, and they have been heard on the basis of the direction given by the Hon'ble Supreme Court, the Registry may facilitate them for placing their written submissions on record.*
>
> *List on 10.06.2026."*

ii. However, upon perusal, it is noticed that the Written Submissions travel beyond the scope of the objections raised during oral arguments and introduce additional grounds, which were neither pleaded nor argued at the time of hearing. Accordingly, this Adjudicating Authority has confined its consideration only to those objections that were specifically raised during the course of oral submissions, and the additional objections sought to be introduced through the Written Submissions are not being entertained. The following objections have been raised during the course of hearing:

A. Performance of resolution plans by other parties:

a. In the Plan, the RA intends to perform the obligations under the Plan by engaging any entity directly or indirectly wholly/ partially owned and controlled by him or independent third-party professionals /advisors /consultants etc. whether individually or collectively.

b. The RA has in its own individual capacity submitted the resolution plan and that there has been no collaboration agreement or any such other document to validate any future collaboration between the RA and the third party. Even more so, the RA having submitted the Resolution Plan in its individual capacity cannot now look to shift its performance of obligations on others who may or may not have consented to the same. Post approval of the R.Plan by this Hon'ble Adjudicating Authority, the same becomes binding on everyone and is in the nature of a contractual obligation between the RA and the Creditors/ stakeholders of the Corporate Debtor and hence cannot be transferred to any other 3rd party

B. Vested right of modification assumed by the RA:

a. The RA at several instances assumed the right to modification of the R.Plan without paying any need to the commercial wisdom of the CoC, which at all instances has the right to make decisions qua the Corporate Debtor. However, the RA, completely surpassing the commercial wisdom of the CoC has sought the vested right of modification as "mutually agreeable" to the parties.

b. Such modification has been sought even post the handing over of the control of the Corporate Debtor to the "new management of the Corporate Debtor" thus, going above and beyond the covenants of the approved Resolution Plan. post the approval of the Resolution Plan by the Adjudicating Authority, the same cannot be modified in any nature whatsoever and any failure for implementation of the approved resolution plan immediately attracts the provisions of Sec

C. The plan value is not crystallised till date:

a. In reference to the payment of the creditors, the RA proposes a total payment of Rs. 5,06,98,420/- along with additional interest at the rate of 9% p.a. on Rs. 1,75,98,420/- to the sole Financial Creditor from the date of initiation of CIRP till the date of approval of the present R. Plan by this Adjudicating Authority.

b. A period of more than 4.5 years have passed since CIRP initiation. As per the Plan, the interest calculation shall rake up significant amount which shall cause unnecessary and undue stress on the sources of funds i.e. the internal cash accruals of the Corporate Debtor. Such arbitrary ever-changing amount cannot be included in the financial plan of the R. Plan for the Corporate Debtor.

D. Financial infusion not proper and vague in nature:

a. The infusion of funds in the R. Plan is not proper in the terms of monetary infusion since at one place it is indicated that the RA shall infuse Rs. 5,00,000/-, however no source of the same is indicated. Thereafter, further in the plan, the RA proposes that the CD shall issue 10,000 Equity Shares for the value of Rs. 10/- aggregating to a total of Rs.1,00,000/-, post which the RA would infuse funds; however no amount of such funds as sought to be infused is indicated in the Plan. Even more so, the RA states that such an infusion of funds as proposed in Plan shall be done by way of unsecured loans from the RA, which again remain undefined.

- **b.** The RA proposes to infuse funds as per his own commercial wisdom if so needed by the Corporate Debtor, however no letter of comfort or any document evidencing the fact that such loan shall be granted to the RA has been provided by the RA in the Plan neither does the networth certificate of the RA indicates sufficient liquid cash that can be utilised for the completion of the obligations under the Plan.

E. RA does not have the networth to perform the Plan:

- **a.** The networth certificate so attached by the RA in the R. Plan indicates that the liquid cash with the RA amounts to a mere Rs. 8,65,007/- whereas it is the property of the RA that is collectively worth Rs. 19 Crores. However, the RA is silent on the fact that whether the RA would sell off the property to arrange for the funds or some other way would be utilised for the payment of obligations as mentioned in the R. Plan.
- **b.** The other method as mentioned in the sources of funds is that of the internal cash accruals of the Corporate Debtor, which needless to mention that by way of the Corporate Debtor being under insolvency, is rather doubtful to be sufficient for meeting of obligations.

F. No addendum/change in value of the plan even after discovery of new assets of the Corporate Debtor:

- **a.** The Resolution Professional in July 2025, took possession of 17 shops which from part of the asset pool of the Corporate Debtor, thereby significantly increasing the liquidation value of the Corporate Debtor, however, there has been no change in the financial proposal of the Corporate Debtor as submitted by way of the R. Plan by the RA despite significant time having been passed.

b. All the 6 properties are of main Karol Bagh market and valuation of such properties was not done after taking possession of 17 shops form one of the property.

G. There is no mention about the amount which would be received through PUFE application would be distributed among the creditors and suspended board of directors.

H. Timeline of the Plan implementation are arbitrary in nature. The Resolution Plan at one instance under the Financial Proposal states that all payments to all the parties as mentioned therein shall be completed within a period of 60 days from the approval of the Resolution Plan. However, the Plan automatically deems condonation of delay in the implementation of the resolution plan beyond the period of 60 days by further period of 60 days thus making the total term of the plan as 120 days.

I. Certain reliefs are sought under the Uttar Pradesh Property Regulation laws, however the relevant properties are situated in Delhi.

12. RESPONSE OF THE RP TO THE OBJECTIONS TO THE RESOLUTION PLAN:

i. Regarding the right of modification in the Plan:

a. A reading of Clause 16 demonstrates that any modification contemplated therein is strictly limited to circumstances where such modification becomes necessary for implementation of any provision of law, subsequent changes in applicable law, or directions issued by competent authorities.

b. Further, any such modification is expressly made subject to the approval of the CoC and this AA. Therefore, the SRA has not reserved any unilateral right to alter the Resolution Plan. Accordingly, the objection raised does not survive and deserves to be rejected.

ii. Regarding the financial capacity of the SRA:

- **a.** The Resolution Plan and supporting documents sufficiently establish the financial capability of the SRA. Merely because a substantial portion of the SRA's net worth is represented by immovable assets does not render the SRA incapable of implementing the Resolution Plan. It would be up to the SRA to decide whether he would want to sell of any of his immovable properties or mortgage the same, for the purpose of implementing the Resolution Plan.
- **b.** Further, the SRA has furnished the requisite Performance Bank Guarantee, which itself demonstrates the seriousness and commitment of the SRA towards implementation of the Resolution Plan. The SRA is fully conscious that in the event of failure to implement the Resolution Plan, the PBG is liable to be forfeited. Therefore, the apprehension raised is speculative and unsupported by any material on record.

iii. Regarding the fate of the PUFE Applications:

- **a.** The Resolution Plan specifically provides that all PUFE proceedings shall be pursued by the SRA after approval of the Resolution Plan and that any recoveries arising therefrom shall accrue exclusively to the benefit of the SRA. Correspondingly, all costs, expenses, risks and liabilities associated with pursuing such proceedings shall also be borne solely by the SRA. The relevant provisions of the Resolution Plan clearly record the same at Page No. 403 of IA No. 29/2024.

iv. Regarding Performance of Plan by third parties:

- **a.** Clause 6 of Chapter 2 (Pg. 318 & Pg. 319 of IA No. 29/2024), when read as a whole, demonstrates that it is clearly stipulated that any performance through any entity would be fully and completely compliant with Section 29A of the Code. The SRA can always take aid/assistance of third party professionals such as lawyers, property valuers, chartered accountants, etc.

v. Regarding Reliefs and Concessions sought under Uttar Pradesh Property Regulation laws:

a. The grant or refusal of any relief, concession, exemption or waiver sought under the Resolution Plan falls exclusively within the jurisdiction and discretion of this Adjudicating Authority. Therefore, the said objection neither affects the viability nor the legality of the Resolution Plan and does not constitute a valid ground for withholding approval of the Resolution Plan. Also, the reference appears to be a clerical or typographical error in the drafting of the Resolution Plan.

vi. Regarding the valuation of the properties of the Corporate Debtor:

a. A query was raised by this AA that at the time of publication of the Information Matrix, the Properties belonging to the Corporate Debtor could not be valued since they were not in possession of the Applicant/RP or the Corporate Debtor. Subsequently, the Applicant/RP was able to procure the possession of some of the assets of the Corporate Debtor. Thus, a query was raised by AA that since the valuation of the Properties had increased, should the plan be approved.

b. It is submitted that several properties of the Corporate Debtor were in illegal possession of Bliss Equity Private Limited (Related Party of the Corporate Debtor) and accordingly, the Applicant/RP filed an application (IA No. 3801/2023) for seeking possession of the Properties before this. Bliss Equity Private Limited alleged (and filed proceedings) that it was the sole-owner of some of the properties belonging to the Corporate Debtor.

c. Further, the RP also filed an application seeking interim direction for valuation of the Properties belonging to the Corporate Debtor (IA No.

1126/2024) since the Properties belonging to the Corporate Debtor were not in possession of the Applicant/RP.

d. Both the Applications (that is, IA No. 3801/2023 and IA no. 1126/2024) were pending before this AA as on the date of approval of the Resolution Plan by the CoC (on 24.05.2024) and filing of Application for approval of Resolution Plan.

e. Further, the COC, in the 16th CoC Meeting approved the Information Memorandum wherein COC decided to sell the assets to the Resolution Applicant on an "AS IS WHERE IS BASIS".

f. Another 28th CoC meeting dated 23.03.2026 was held. In the said meeting (under Item No. 9), the development of the captioned Application was discussed between the CoC and the SRA. The issue of valuation was put forth before the SRA. The SRA duly informed that it had placed its plan on the basis of the information provided in the Information Memorandum. It had given its financial bid at the time when the Applications (IA No. 3801 of 2023 and IA No. 126 of 2024) were still pending. Having agreed to submit its plan on the basis of the Information Memorandum and having agreed to take over the risks, the valuation issue could not be raised at a subsequent stage. The CoC was in agreement in as much as it did not object to the same.

g. Reliance in this regard is placed upon the judgement of the Hon'ble NCLAT in "Yogeshkumar Jashwantilal Thakkar & Anr. Vs. George Samuel, Resolution Professional of Jason Dekar Private Limited" [Company Appeal (AT) (Ins.) 1417 of 2024] wherein it was held that when the CoC had no objections to the valuation report, no objection qua the same could be raised by the SBoD. It was also held that the commercial wisdom of the CoC in approving the Resolution Plan needs no interference unless the plan is violative of Section 30(2) of the Code. In the present case, there is no violation of Section 30(2) of the Code.

13. **FINDINGS ON THE OBJECTIONS RAISED BY THE SUSPENDED DIRECTOR :**

i. Objection regarding performance of the Resolution Plan through third parties:

a. The Suspended Director has contended that the Resolution Applicant has submitted the Resolution Plan in his individual capacity and therefore cannot perform any part of the Plan through any other entity, consultant or professional.

b. This objection is misconceived. A reading of the relevant clauses of the Resolution Plan, particularly Clause 6 of Chapter II, makes it abundantly clear that the Resolution Applicant has not sought to assign or transfer his obligations under the Resolution Plan. The clause merely enables the Resolution Applicant to engage professional advisors, consultants, experts or entities owned or controlled by him for facilitating implementation of the Resolution Plan, subject to complete compliance with Section 29A of the Code. Such engagement is only facilitative in implementation and does not absolve the Successful Resolution Applicant of his obligations under the approved Resolution Plan.

c. The legal responsibility for implementation continues to remain upon the Successful Resolution Applicant, who shall remain bound by every obligation contained in the Resolution Plan. Engagement of professionals for execution of various activities is a commercial and practical necessity in implementation of complex resolution plans and cannot be equated with assignment of contractual obligations.

d. Accordingly, we reject the objection raised hereinabove.

ii. Objection regarding alleged unilateral right to modify the Resolution Plan:

a. The Suspended Director has further argued that the Resolution Applicant has reserved unto himself an unrestricted right to modify the Resolution Plan even after its approval.

b. This objection is founded upon an incorrect reading of the Resolution Plan. Clause 16 of Chapter II, when read in its entirety, expressly stipulates that any such modification shall be subject to approval of the Committee of Creditors as well as this Adjudicating Authority wherever required.

c. Thus, the Resolution Applicant has not reserved any unilateral power to alter the commercial terms of the Resolution Plan. The Plan nowhere authorises the Resolution Applicant to rewrite or renegotiate its obligations after approval. Any modification, if at all proposed, would be effective only upon being considered and approved by the competent authority in accordance with law. It would remain entirely within the discretion of the Adjudicating Authority/Appellate Authority to either approve or reject such proposed modification, and no alteration beyond what is permissible under the provisions of the Code.

d. The apprehension expressed by the Suspended Director is therefore wholly speculative. Accordingly, the objection is rejected.

iii. Objection that the Plan Value is not crystallised:

a. It has been argued that since interest at the rate of 9% per annum is payable to the Financial Creditor till the date of approval of the Resolution Plan, the final payment amount remains uncertain.

b. This objection also cannot be accepted. The Resolution Plan clearly specifies the principal amount payable and further stipulates the manner in which interest is to be calculated. The fact that interest continues to accrue till approval of the Plan does not render the financial proposal uncertain or indeterminate. The amount payable is capable of precise computation by applying the agreed rate of interest for the relevant period.

c. Merely because the exact figure is ascertainable on the date of approval does not imply that the Resolution Plan lacks certainty. Such stipulations are routinely incorporated in commercial arrangements and do not affect either feasibility or viability of the Resolution Plan.

d. The commercial wisdom of the CoC, which evaluated the financial implications while approving the Resolution Plan with the requisite voting share, cannot be substituted by speculative assumptions regarding future financial stress.

e. Accordingly, this objection is rejected

iv. <u>Objection regarding financial infusion and financial capability of the Resolution Applicant:</u>

a. The Suspended Director has questioned the financial capability of the Resolution Applicant on the ground that the Resolution Plan allegedly does not adequately disclose the source of funds, that unsecured loans proposed by the Resolution Applicant are uncertain, and that the Resolution Applicant possesses limited liquid funds.

b. The Resolution Plan is accompanied by the requisite financial disclosures, net-worth certificate and other supporting documents which were duly examined by the Committee of Creditors before approving the Resolution Plan. Merely because a substantial portion of the Resolution Applicant's net worth is represented by immovable properties cannot lead to the conclusion that he lacks financial capability.

c. It is entirely within the commercial domain of the Resolution Applicant to determine the manner in which funds are mobilised, whether by sale, mortgage or leveraging of assets, infusion of personal resources or otherwise. The Code does not mandate that the Successful Resolution Applicant should maintain liquid cash equivalent to the entire Resolution Plan value on the date of submission of the Resolution Plan.

d. Significantly, the Resolution Applicant has furnished the Performance Bank Guarantee in terms of the CIRP Regulations, thereby demonstrating both seriousness and financial commitment towards implementation of the Resolution Plan. Failure to implement the Resolution Plan would expose the Resolution Applicant to forfeiture of the Performance Bank Guarantee and other legal consequences under the Code.

e. The Committee of Creditors, after evaluating the financial credentials of the Resolution Applicant and the feasibility of the funding structure, has accepted the Resolution Plan. Such commercial assessment is beyond the scope of judicial review under Section 31 except where the Plan violates Section 30(2), which is not the case here.

f. Consequently, the objections regarding financial capability and funding arrangements are rejected.

v. <u>Objection regarding non-revision of the Resolution Plan after discovery of additional assets:</u>

a. Considerable emphasis was placed upon the fact that subsequent to approval of the Resolution Plan by the Committee of Creditors, possession of certain additional properties was obtained by the Resolution Professional, thereby allegedly increasing the liquidation value of the Corporate Debtor.

b. The record demonstrates that at the time when the Information Memorandum was prepared and when the PRAs submitted their plans, several assets of the Corporate Debtor were not in possession of the

Resolution Professional owing to disputes with Bliss Equity Private Limited. Proceedings seeking recovery of possession and valuation of those assets were already pending before this Adjudicating Authority.

c. Consequently, the Information Memorandum was prepared on the basis of the information then available. The Resolution Applicant submitted his financial proposal on that very basis while assuming all commercial risks.

d. This Adjudicating Authority also notes that the very issue was specifically deliberated upon in the 28th CoC Meeting, wherein both the Resolution Applicant and the Committee of Creditors agreed that the financial proposal could not be reopened merely because possession of certain assets had subsequently been obtained.

e. The Committee of Creditors, after considering the aforesaid position, did not find it appropriate to require any revision or enhancement of the Resolution Plan and consciously accepted that the Resolution Plan should proceed on the same commercial terms. Thus, even after becoming aware of the subsequent developments, the Committee of Creditors, in exercise of its commercial wisdom, elected not to reopen the bidding process or require any modification in the financial proposal.

f. Accordingly, the objection is rejected.

vi. Objection regarding fate of PUFE transactions:

a. The objection concerning the proceeds of the pending PUFE applications is equally untenable. The Resolution Plan in Clause 13 of Chapter XIV specifically provides that all avoidance applications shall thereafter be pursued by the Successful Resolution Applicant and any recoveries therefrom shall exclusively belong to the Successful Resolution Applicant, who shall also bear all costs, risks and liabilities associated therewith. The treatment of such recoveries has thus been expressly provided for in the Resolution Plan itself.

b. Accordingly, this objection is also rejected.

vii. Objection regarding implementation timelines:

a. The Suspended Director has argued that while the Resolution Plan provides for implementation within sixty days, it also contemplates an additional sixty days, rendering the timelines arbitrary.

b. The additional period contemplated under the Resolution Plan is not an automatic or unilateral extension but merely provides operational flexibility to address practical contingencies that may arise during implementation. Significantly, any such extension is not available as a matter of right to the Successful Resolution Applicant and is expressly subject to the approval of this Adjudicating Authority. Therefore, the Resolution Applicant cannot, on its own accord, extend the implementation timeline beyond the stipulated period.

c. The Resolution Applicant nevertheless remains bound by the implementation schedule prescribed under the Resolution Plan, and any request for extension would be considered by this Adjudicating Authority on its own merits, in accordance with law. Any unjustified failure to implement the Resolution Plan within the prescribed timelines would expose the Resolution Applicant to the consequences contemplated under the Code, including forfeiture of the Performance Bank Guarantee and such other action as may be permissible in law.

d. Accordingly, no infirmity is found in the implementation mechanism or timelines incorporated in the Resolution Plan.

viii. Objection regarding reference to Uttar Pradesh property laws:

a. This objection concerns certain reliefs and concessions wherein reference has been made to the Uttar Pradesh property laws although the relevant properties are situated in Delhi.

b. This objection is hyper-technical.

c. Firstly, grant of reliefs, concessions, exemptions and waivers sought in a Resolution Plan always remains subject to consideration and approval of the competent statutory authorities and this Adjudicating Authority. Mere inclusion of a prayer does not automatically confer any relief.

d. Secondly, as submitted by the Resolution Professional, the reference to the Uttar Pradesh enactment appears to be a clerical or typographical error in drafting which does not affect the substantive commercial terms, feasibility or legality of the Resolution Plan.

e. Such an inadvertent drafting error cannot constitute a valid ground for refusing approval of an otherwise compliant Resolution Plan.

f. Accordingly, the objection is rejected.

ix. Conclusion:

In view of the foregoing discussion, this Adjudicating Authority finds that none of the objections raised by the Suspended Director discloses any violation of Section 30(2) of the Code or Regulation 38 of the CIRP Regulations. The objections are either founded upon speculative apprehensions or seek to question matters falling squarely within the commercial wisdom of the Committee of Creditors. The Committee of Creditors, after due consideration of the feasibility, viability, funding structure, valuation assumptions and implementation mechanism, has approved the Resolution Plan with the requisite voting share. This Adjudicating Authority finds no legal ground warranting interference with such commercial decision. Accordingly, all the objections raised by the Suspended Director stand rejected.

14. **<u>RELIEFS, CONCESSIONS AND WAIVERS:</u>**

i. The Reliefs and concessions sought the SRA are enumerated in Chapter XIII of the Resolution Plan and include continuation of all approvals, consents, licences, exemptions and permissions granted to the Corporate Debtor notwithstanding the change in management; takeover of the control and management of the Corporate Debtor and its assets; waiver, extinguishment or settlement of pre-Effective Date dues, demands, stamp duty, registration charges, land use charges and other statutory liabilities; continuation of exemptions, layout approvals and other project-related approvals; approval for development of the remaining FAR without levy of penalties; withdrawal or extinguishment of all pre-Effective Date litigations, claims, investigations, prosecutions and proceedings against the Corporate Debtor; waiver of penalties, interest and damages in respect of statutory compliances and grant of reasonable time to renew or regularise business permits and licences; protection from actions arising out of forensic audit findings pertaining to the period prior to the Effective Date; vesting of the entire shareholding of the restructured Corporate Debtor in the Resolution Applicant; continuation of existing contracts and agreements notwithstanding the change in shareholding; reconstitution of the Board of Directors, appointment of key managerial personnel and auditors without requiring further approvals; and necessary assistance from the concerned authorities for removal of encroachments and handing over vacant possession of the Corporate Debtor's land situated at Lucknow.

ii. As to all the reliefs, waivers and concessions sought by the SRA as provided in the Resolution Plan, it is pertinent to refer to the decision of the Hon'ble Supreme Court in the matter of ***Embassy Property Development Private Limited v. State of Karnataka & Ors. in Civil Appeal No. 9170 of 2019***.

The relevant part of the judgement is reproduced herein below:

"39. Another important aspect is that under Section 25 (2) (b) of IBC, 2016, the resolution professional is obliged to represent and act on behalf of the corporate debtor with third parties and exercise rights for the benefit of the corporate debtor in judicial, quasi-judicial and arbitration proceedings. Section 25(1) and 25(2)(b) reads as follows:

25. Duties of resolution professional (1) It shall be the duty of the resolution professional to preserve and protect the assets of the corporate debtor, including the continued business operations of the corporate debtor.

(2) For the purposes of sub-section (1), the resolution professional shall undertake the following actions: -

(a)

(b) Represent and act on behalf of the corporate debtor with third parties, exercise rights for the benefit of the corporate debtor in judicial, quasi-judicial and arbitration proceedings.

This shows that wherever the corporate debtor has to exercise rights in judicial, quasi-judicial proceedings, the resolution professional cannot short-circuit the same and bring a claim before NCLT taking advantage of section 60(5).

40. Therefore, in the light of the statutory scheme as culled out from various provisions of the IBC, 2016 it is clear that wherever the corporate debtor has to exercise a right that falls outside the purview of the IBC, 2016 especially in the realm of the public law, they cannot, through the resolution professional, take a bypass and go before NCLT for the enforcement of such a right."

iii. In the light of the decision of the Hon'ble Supreme Court in the Embassy Property Development Private Limited (Supra), as to the waiver, relief and concessions sought in the Resolution Plan, it is clarified that this Adjudicating Authority is not inclined towards granting any such relief prayed for except for what is provided in the Code itself. However, the Successful Resolution Applicant may approach and file the necessary application before the necessary forum/authority in order to avail the necessary relief and concessions, in accordance with respective laws.

15. There is nothing on record, which suggests that the Resolution Plan dated 15.04.2024 submitted by Mr. Varun Chopra ("Successful Resolution Applicant/SRA") and as approved unanimously by the Committee of Creditors in its 21st CoC meeting convened on 24.05.2024, contravenes any provision of law. The Resolution Plan duly provides for payment of the insolvency resolution process costs in priority, provides for payment to Operational Creditors, ensures the management of the affairs of the Corporate Debtor after approval of the Plan, contains provisions for its implementation and supervision, does not contravene any provision of law, and conforms to such other requirements as specified by the IBBI. Therefore, the Resolution Plan satisfies the mandatory requirements under Section 30(2) of the Code.

16. A Copy of the affidavit u/s 29 A of the Code by the Resolution Applicant as well as the a copy of legal vetting report of Resolution Plan and Due Diligence Report undersection 29A of IBC 2016 submitted by Abizchancellor Law LLP is also on record.

17. Thus, we do not find anything, which suggests any hurdle in the implementation of the Resolution Plan.

18. In so far as the approval of the Resolution Plan is concerned, this Adjudicating Authority is duty bound to follow the judgment of the Hon'ble Supreme Court in the matter of ***K. Sashidhar v. Indian Overseas Bank (2019) 12 SCC 150***, wherein the scope and interference of the Adjudicating Authority in the process of the approval of the Resolution Plan is elaborated as follows: -

"35. Whereas, the discretion of the adjudicating authority (NCLT) is circumscribed by Section 31 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), when the resolution plan does not conform to the stated requirements. Reverting to Section 30(2), the enquiry to be done is in respect of whether the resolution plan provides: (i) the payment of insolvency resolution process costs in a specified manner in priority to the repayment of other debts of the corporate debtor, (ii) the repayment of the debts of operational creditors in prescribed manner, (iii) the management of the affairs of the corporate debtor, (iv) the implementation and supervision of the resolution plan, (v) does not contravene any of the provisions of the law for the time being in force, (vi) conforms to such other requirements as may be specified by the Board. The Board referred to is established under Section 188 of the I&B Code. The powers and functions of the Board have been delineated in Section 196 of the I&B Code. None of the specified functions of the Board, directly or indirectly, pertain to regulating the manner in which the financial creditors ought to or ought not to exercise their commercial wisdom during the voting on the resolution plan under Section 30(4) of the I&B Code. The subjective satisfaction of the financial creditors at the time of voting is bound to be a mixed baggage of variety of factors. To wit, the feasibility and viability

of the proposed resolution plan and including their perceptions about the general capability of the resolution applicant to translate the projected plan into a reality. The resolution applicant may have given projections backed by normative data but still in the opinion of the dissenting financial creditors, it would not be free from being speculative. These aspects are completely within the domain of the financial creditors who are called upon to vote on the resolution plan under Section 30(4) of the I&B Code."

19. Also, the Hon'ble Supreme Court of India in the matter of ***Committee of Creditors of Essar Steel India Limited vs. Satish Kumar Gupta & Ors., Civil Appeal No. 8766-67 of 2019***, vide its judgement dated 15.11.2019 has observed as follows:

"*38. This Regulation fleshes out Section 30(4) of the Code, making it clear that ultimately it is the commercial wisdom of the Committee of Creditors which operates to approve what is deemed by a majority of such creditors to be the best resolution plan, which is finally accepted after negotiation of its terms by such Committee with prospective resolution applicants."*

20. Further, the Hon'ble Supreme Court in the matter of ***Jaypee Kensington Boulevard Apartments Welfare Association v. NBCC (India) Limited, (2022) 1 SCC 401*** has held as under:

"273.1. The adjudicating authority has limited jurisdiction in the matter of approval of a resolution plan, which is well-defined and circumscribed by Sections 38(2) and 31 of the Code. In the adjudicatory process concerning a resolution plan under IBC, there is no scope for interference with the commercial aspects of the decision of the CoC; and there is no scope for substituting any commercial term of the resolution plan approved by the Committee of Creditors. If, within its limited jurisdiction, the adjudicating authority finds any shortcoming in the resolution plan

vis-à-vis the specified parameters, it would only send the resolution plan back to the Committee of Creditors, for resubmission after satisfying the parameters delineated by the Code and exposited by this Court.' (emphasis supplied).”

21. The above view of the Hon'ble Supreme Court in Jaypee Kensington Boulevard Apartments Welfare Association v NBCC (India) Limited (Supra) is reaffirmed by the Hon'ble Supreme Court in its recent decision dated 21.11.2023 in the case of ***Ramkrishna Forgings Limited Vs Ravindra Loonkar, Resolution Professional of ACIL Limited & Anr., Civil Appeal No. 1527/2022***.

22. Thus, from the judgments cited and the statutory framework of the Insolvency and Bankruptcy Code, 2016, it is evident that the scope of judicial review available to this Adjudicating Authority under Section 30(2) read with Section 31 is limited to assessing the compliance of the Resolution Plan with the prescribed legal requirements. This Adjudicating Authority is neither empowered nor obligated to delve into or evaluate the commercial wisdom of the Committee of Creditors (CoC), which is paramount and binding, provided it aligns with the provisions of the Code. Upon satisfaction that the proposed Resolution Plan adheres to the statutory mandates, including equitable treatment of stakeholders and compliance with applicable laws, this Bench finds no impediment to granting its approval.

23. **ORDER:**

i. Subject to the observations made in this order, the Resolution Plan dated 15.04.2024 submitted by Mr. Varun Chopra (“Successful Resolution Applicant/SRA”) and as approved unanimously by the Committee of Creditors in its 21st CoC meeting convened on 24.05.2024 for a total plan value **Rs. 5,63,70,127 (Rupees Five Crore Sixty-Three Lakh Seventy Thousand One Hundred Twenty-Seven Only** (Rs. 5,06,98,420/- + CIRP Costs i.e Rs. 56,71,707/-) along with affidavits and other documents connected to the

Resolution Plan that have been filed by the SRA from time to time, is hereby **approved**. The Resolution Plan shall form part of this order.

ii. The approved Resolution Plan as annexed shall be binding on all the stakeholders of the Corporate Debtor and become effective from the date of passing of this Order, and shall be implemented strictly as per the term of the plan and implementation schedule given therein. The Resolution Plan shall form part of the order.

iii. The Monitoring Committee, as provided in the Resolution Plan shall be set up by the Applicant within 10 days of passing of this order, which shall take all necessary steps for expeditious implementation of the Resolution Plan as per approval.

iv. The Moratorium imposed under section 14 of the Code shall cease to have effect from the date of this order.

v. The Resolution Professional shall submit the records collected during the commencement of the proceedings to the Insolvency & Bankruptcy Board of India for their record.

vi. The MoA and AoA of the Corporate Debtor shall be amended and filed with the RoC for information and record as prescribed. While approving the Resolution Plan as mentioned above, it is clarified that the Successful Resolution Applicant shall pursuant to the Resolution Plan approved under section 31(1) of the Code, 2016, obtain all the necessary approvals as may be required under any law for the time being in force within the period as provided for such in law.

vii. A copy of this Order shall be filed by the Resolution Professional with the Registrar of Companies, NCT of Delhi & Haryana.

viii. The Resolution Professional shall stand discharged from his duties with effect from the date of this Order, save and except those duties that are enjoined upon him for implementation of the approved Resolution Plan.

ix. The Resolution Professional is further directed to hand over all records, licences, plans, approvals of premises/factories/documents and all other relevant records relating to the Corporate Debtor, available with it to the SRA to finalize and co-operate on the further line of action required for starting the operation and implementation of this Plan. The Resolution Applicant shall have access to all the records, documents and the premises through the Resolution Professional to finalize the further course of action required for starting and running the operations of the Corporate Debtor on a clean slate basis.

x. The Registry is directed to send copies of the order forthwith to IBBI, all the parties and their Ld. Counsel for information and for taking necessary steps.

xi. Certified copy of this order may be issued, if applied for, upon compliance with all requisite formalities.

-SD/-

ATUL CHATURVEDI
MEMBER (TECHNICAL)

-SD/-

MAHENDRA KHANDELWAL
MEMBER (JUDICIAL)

IN THE NATIONAL COMPANY LAW TRIBUNAL
NEW DELHI BENCH
COURT-IV

I.A. 5399 (ND) OF 2025
IN
C.P. IB 2503 (ND) OF 2019

IN THE MATTER OF:

DURGA DAS AGRAWAL
RESOLUTION PROFESSIONAL
MKMG JEWEL DEVELOPERS PRIVATE LIMITED

...Applicant

Versus

ETHENIC AGENCIES PRIVATE LIMITED

...Respondent No.1

MR. BANKEY BIHARI GOYAL

...Respondent No.2

MR. SHIVAM GARG

...Respondent No.3

AND IN THE MATTER OF:

AMBRANE INDIA PRIVATE LIMITED

...Financial Creditor

MKMG JEWELS DEVELOPERS PRIVATE LIMITED

...Corporate Debtor

Order Delivered on: 10.07.2026

CORAM:

SHRI MAHENDRA KHANDELWAL
HON'BLE MEMBER (JUDICIAL)

SHRI ATUL CHATURVEDI
HON'BLE MEMBER (TECHNICAL)

PRESENT:

For the RP **:** Mr. Vipul Ganda, Mr. Shivam Gautam, Ms. Nitu Barik, Mr. Raghav, Ms. Arpita Sahu, Ravinder

Kumar, Advocates, Mr. Durga Das Aggarwal, RP in person.

For the Respondent No.1: Ms. Isha Virmani, Advocate.

For the Respondent No.2: Mr. Rachit Mittal, Mr. Anubhav, Mr. Amit Kumar, Ms. Shristi Agrawal, Advocates.

ORDER

PER: MAHENDRA KHANDELWAL, MEMBER (JUDICIAL)

1. The present Application has been filed by Mr. Durga Das Agrawal, Resolution Professional (RP) of MKMG Jewels Developers Private Limited ('Corporate Debtor') under the provisions of Section 60(5) of the Insolvency and Bankruptcy Code, 2016 ("Code") read with Rule 11 of National Company Law Tribunal Rules, 2016 ("NCLT Rules, 2016") seeking the following reliefs:

> *"1. Allow the present application.*
>
> *2. Pass an order and direct the Direct the Respondent No. 1, Respondent No. 2 and/or Respondent No. 3 to forthwith handover the original title deeds pertaining to the property bearing No. 13/3, 1st to 3rd Floor, with terrace rights, WEA, Karol Bagh, New Delhi-110005, which are as follows:*
>
> *i. Original Sale Deed dated 31.01.2018 for the First and Second Floors of the said property, executed between Mr. Prakash Chandra Sharma and M/s MKMG Jewel Developers Private Limited, registered on 03.02.2018 under Registration No. 1089; and*
>
> *ii. Original Sale Deed dated 31.01.2018 for the Third Floor with Terrace Rights of the said property, executed between Mr. Prakash Chandra Sharma and M/s MKMG Jewel Developers Private Limited, registered on 03.02.2018 under Registration No. 1088;*

3. Pass such other or further order / order(s) as may be deemed fit and proper by this Hon'ble Adjudicating Authority."

2. SUBMISSIONS OF THE APPLICANT:

i. The section 7 Application filed by Ambrane India Private Limited was admitted and CIRP against the Corporate Debtor was initiated by this Adjudicating Authority vide order 12.01.2022. Vide the same order Mr. Durga Das Agrawal was appointed as Interim Resolution Professional (IRP) who was confirmed as RP by this Adjudicating Authority vide order dated 26.07.2022.

ii. Bliss Equity Private Limited filed its claim with the office of the Applicant on 22.02.2022 wherein it claimed a sum of Rs. 19,21,85,588 /- as a financial creditor. The RP, after verification of claim, admitted the claim of the Bliss Equity Private Limited for a sum of Rs. 19,21,85,588 /- as an unsecured financial creditor and categorized Bliss Equity Private Limited as a Related Party of the Corporate Debtor. Against this categorisation, Bliss Equity Private Limited filed IA/3927/ND/2022 wherein this Adjudicating Authority held it to be a related party to the Corporate Debtor.

iii. There has been continuous lack of cooperation by the Suspended Board of Directors ("SBoD") throughout the CIRP with further attempts to provide false and misleading information to RP. Due to this, the RP filed an application under section 19(2) which was allowed by the Adjudicating Authority with direction to the suspended directors to personally accompany the RP and extend full cooperation in identifying the properties of the Corporate Debtor along with details of their size and value.

iv. However, Mr. Bankey Bihari Goyal (one of the suspended directors) continued to provide only evasive and incomplete information. Vide email dated 27.05.2023, he disclosed that there is only one property belonging to the Corporate Debtor i.e. 13/3, WEA Karol Bagh, New Delhi and further claimed that the same was in the possession of Bliss Equity Private Limited.

Reiterating the same vide email dated 06.06.2023, he further advised the RP to obtain permission from Bliss Equity Private Limited for inspection or possession of the said property.

v. Although the Corporate Debtor was/is the owner of the properties located at Property No. 13/3, 1st Floor, 2nd Floor, 3rd Floor with terrace rights, WEA, Karol Bagh, New Delhi Central Delhi-110005 ("Subject Property"), however, Bliss Equity Private Limited vide email dated 10.01.2023 informed the RP about the notice of invocation of arbitration (which was issued after the commencement of CIRP) in relation to an alleged agreement dated 14.01.2018 between Bliss Equity Private Limited & Corporate Debtor. Bliss Equity Private Limited also attached a letter dated 09.01.2023 inter-alia stating details of some loan transaction between the Corporate Debtor & Bliss Equity Private Limited and handover of the possession of the Subject Property by the Corporate Debtor to the Bliss Equity Private Limited. Further, Bliss Equity Private Limited also stated that the alleged loan was secured by Subject Property of the Corporate Debtor.

vi. Vide email dated 17.03.2023, the RP objected to the entire transaction between Bliss Equity Private Limited and the Corporate Debtor and further requested Bliss Equity Private Limited to handover the possession of the Subject Property along with all the documents. Vide email dated 13.04.2023, the RP once again, requested Bliss Equity Private Limited to deliver/handover the possession of the Subjected Property.

vii. Despite multiple requests, Bliss Equity Private Limited refused to deliver the possession of Subject Property. Consequently, the RP filed IA No 3801/2023 before the Adjudicating Authority seeking possession and document of the Subject Property. The said I.A. was allowed by the Adjudicating Authority vide order dated 10.12.2024 and Bliss Equity Private Limited was directed to peacefully handover the possession of the Subject Property along with documents. The RP informed Bliss Equity Private Limited regarding the order dated 10.12.2024 but received no response. The RP requested for the possession again vide email dated 27.12.2024 and again received no response.

viii. The order dated 10.12.2024 was assailed by Bliss Equity Private Limited before the Hon'ble NCLAT in Company Appeal (AT) (Insolvency) No. 220 of 2025 and was dismissed vide order dated 05.03.2025. Thereafter, a Civil Appeal was preferred before the Hon'ble Supreme Court bearing Civil Appeal bearing No. 5454 of 2025 which was also dismissed vide order dated 28.04.2025.

ix. Due to non-cooperation by Bliss Equity Private Limited, the RP filed IA No. 270/2025 before this Adjudicating Authority seeking police assistance to take over the Subject Property which was allowed vide order dated 22.05.2025 and SHO, Karol Bagh was directed to provide necessary assistance to the RP to take over possession of the Subject Property. The RP, with the assistance of police authorities, successfully took possession of the following 17 shops:

S. No.	Shop No.	Possession Date
1.	207	05.06.2025
2.	208	05.06.2025
3.	209	05.06.2025
4.	214	05.06.2025
5.	215	05.06.2025
6.	216	05.06.2025
7.	217	05.06.2025
8.	301	05.06.2025
9.	302	05.06.2025
10.	303	05.06.2025
11.	304	05.06.2025
12.	305	05.06.2025
13.	306	05.06.2025
14.	307	05.06.2025
15.	308	05.06.2025
16.	309	05.06.2025
17.	310	05.06.2025

x. Following the taking over of possession, some shop owners approached the Adjudicating Authority and the Hon'ble NCLAT. The Hon'ble NCLAT, in the matter of S*harad Jain vs. Durga Das Agarwal, RP of MKMG Jewel Developers Pvt. Ltd.*, vide order dated 11.06.2025, directed the shop/unit holders to produce original title documents before the RP for verification and to cooperate with the RP and not to interfere in the execution of his duties. Further in the meantime, another appeal was also filed i.e. Manish Mittal versus Mr. Durga Das Agarwal being Company Appeal (AT) (INS) No. 883 of 2025 wherein the Hon'ble NCLAT vide order dated 01.07.2025 disposed of the appeal with a directions to the Appellants to approach the RP of the CD within a period of 15 days with original title deed and further directed the RP herein to take a holistic view of the issue and decide as to whether the property belonged to the Appellant or the Corporate Debtor. Accordingly, various shop owners approached the RP and submitted the documents including photocopy of the original title deeds.

xi. To take possession of the remaining portion of the subject property, the RP approached the Karol Bagh Police Station on 03.07.2025 with a request letter to again assist him for seeking possession of property wherein the Police Officer refused to accept the letter with an observation that the order was only valid for 15 days. Accordingly, the RP filed I.A. 3787/2025 for extension of order dated 22.05.2025 and the same was allowed vide order dated 07.08.2025. Consequently, the RP was able to take possession of Shop No's 205, 206, 211 and 213 on 20.08.2025.

xii. The Respondent No. 1 along with Ms. Sushila Goyal and Tej Fincap Private Limited filed appeal bearing Company Appeal (AT) (Ins) No. 1213 of 2025 against the order dated 07.08.2025 wherein the Hon'ble NCLAT categorically refused to entertain the appeal insofar as it pertained to the Respondent No. 1.

xiii. The Respondent No. 1 brought to the knowledge of the RP some alleged transaction regarding a Settlement Agreement on the basis of which it was claiming its ownership over a few shops in the Subject Property. The alleged claim of Respondent No. 1 was not based on any sale deed or any registered document. As a result, the RP, in discharge of his statutory duties, vide email dated 10.07.2025, raised serious objections with respect to the alleged transaction between the Corporate Debtor and Respondent No. 1, and specifically called upon Respondent No. 1 to hand over the Original Title Deed of the Subjected Property which the Respondent No. 1 admitted to be in its possession and had been wrongfully retained by it. The list of the documents requested by the Applicant is as follows:

1. *An Original Title Deed of sale deed dated 31.01.2018 for first and second floor for transfer of property from Mr. Prakash Chandra Sharma to MKMG Jewel Developers Private Limited (registered on 03.02.2018) having registration number 1089.*
2. *An Original Title Deed of Sale deed dated 31.01.2018 for third floor with terrace right for transfer of property from Mr. Prakash Chandra Sharma to MKMG Jewel Developers Private Limited (registered on 03.02.2018) having registration number 1088.*

xiv. Aggrieved by the said objection, Respondent No. 2 filed IA No. 3431/of 2025 before the Adjudicating Authority and the same was dismissed vide order dated 22.08.2025. The said I.A. was filed on the basis of an alleged Settlement Deed purportedly executed on 28.05.2018 and an alleged Addendum to the Settlement Agreement purportedly executed on 20.06.2018 & possession letter 20.06.2018 wherein the Respondent No. 1 alleged that it advanced a financial facility to one, “Delicious Coco Water Limited” for a sum of Rs. 3,04,10,000/-.

xv. Delicious Coco was admitted into CIRP on 06.03.2018. Since the recovery of the financial assistance allegedly granted by Ethenic Agencies (Respondent No. 1) to Delicious Coco seemed unlikely, out of nowhere, the Corporate Debtor agreed to provide a part of its Subject Property, as payment and full and final settlement of the alleged dues of Delicious Coco towards Respondent No. 1. It is stated in the alleged Settlement Agreement that the Corporate Debtor agreed to give its own property as payment by Delicious Coco to Ethenic Agencies on account of a long-standing relationship between the Corporate Debtor and Mr. Rajnish Gupta, the promoter of Delicious Coco.

xvi. The Corporate Debtor allegedly agreed to transfer a total of 15 shops and the roof rights over and above the Third Floor which were constructed on the said Property. It was agreed that each of the 15 shops would be valued at Rs. 19,00,000/- and the terrace over and above the Third Floor would be valued at Rs. 38,00,000/-. Thus, by transferring properties worth Rs. 3,23,00,000/- (Rupees Three Crores Twenty-Three Lacs Only), the entire claim of Ethenic Agencies towards Delicious Coco would stand settled.

xvii. As per the terms of the alleged Settlement Agreement, the said 15 shops were on the Second Floor of the said Property. Subsequently, an Addendum to the Settlement Agreement was allegedly executed on 20.06.2018 wherein the Corporate Debtor had requested the Applicant to swap 4 shops on the Second Floor with 6 shops on the Third Floor. Thus, as per the alleged Addendum to the Settlement Agreement, Ethenic Agencies would allegedly hold 11 shops on the Second Floor, 6 shops on the Third Floor and right over the terrace/roof in the said Property. However, in the alleged Addendum, there is no explanation to the valuation of the said shops. It is also alleged that in view of the Settlement Deed dated 28.05.2018 and the Addendum to the Settlement agreement dated 20.06.2018, a Possession Letter was executed between the Corporate Debtor and the Applicant whereby the possession of the following shops was handed over to the Applicant: On the Second Floor- Shop Nos. 205, 206, 207, 208, 209, 211, 212, 213, 214, 216 and 217 and on the Third Floor- 302, 303, 304, 305, 309 & 310.

xviii. The basis of the I.A. 3431/2025 is the alleged loan. However, no such document in support of the said transaction has been provided by the Respondent No. 1 to the RP. However, upon conducting due diligence, it was discovered that while Delicious Coco was admitted into CIRP on 06.03.2018, however, the claim of Ethenic Agencies was rejected by the RP as well as the Liquidator appointed by the NCLT for Delicious Coco. Thus, the claim of Ethenic Agencies of Rs. 3,04,10,000/- has specifically been rejected on two occasions. Ethenic Agencies also filed an Appeal under Section 42 of the Code against the decision of the Liquidator which was dismissed by the Adjudicating Authority vide order dated 12.11.2021.

xix. The rejection of claim of Respondent No.1 would demonstrate that no amount was payable by Delicious Coco to it and that no amount was ever advanced to Delicious Coco. Since the claim stands rejected, it is clear that the assertion of Ethnic Agencies that it is entitled to recover money from Delicious Coco is baseless. Even otherwise irrespective of whether the Applicant was owed any money, the transfer of the Subjected Property in the manner sought to be done by the Respondent No. 1 in connivance with the suspended board of management is contrary to various provisions of law.

xx. Despite the RP running after the suspended management and filing applications against it, no disclosure was made to him throughout the CIRP. No mention whatsoever was also ever found in the books of the Corporate Debtor. On the contrary, the Suspended Management (along with Bliss Equity Private Limited) cooked up the story that the entire Property belonged to Bliss Equity Private Limited under a Loan Agreement wherein the said Property had been mortgaged. Since the documents upon which the alleged claim was based were unregistered documents and were not a part of the books of the Corporate Debtor, there was no way for the RP to be even aware of some alleged transaction.

xxi. At no point of time prior to the passing of the orders of the NCLT and the Hon'ble NCLAT, the Respondent No 1 never made any representation, communication, or disclosure before the Resolution Professional with respect to the alleged ownership, possession, or entitlement of the properties of the Corporate Debtor. Further, it is a matter of record that Respondent No 1 did not file any claim before the office of the Resolution Professional during the entire CIRP process.

xxii. Respondent No. 1 claims to be the owner on the basis of the Documents/ alleged agreement, however, it never insisted or attempted to have a registered Sale Deed executed qua the said property. While the said Documents were purportedly executed in 2018, however, no attempt was made to have a Registered Sale Deed executed till the Corporate Debtor was admitted into the CIRP on 12.01.2022 or even till June, 2025 i.e. for around 7 years.

xxiii. Even after the commencement of CIRP , the Respondent No. 1 never came forward till the time the Resolution Professional attempted to take/took possession of the said property. Despite having an alleged right over a substantial portion of the entire Second Floor and Third Floor of the said Property, the Respondent No. 2 did not come forward to file its claim seeking registration of a Sale Deed qua the said Shops or did not even inform the Resolution Professional of any such document executed between the parties. It is trite law as has been held by the Hon'ble Supreme Court of India that no interest or title in the property can be created without a registered document.

xxiv. It was further submitted that the conduct of the Respondent No.2 and 3 has been non cooperative and evasive throughout the entire CIRP. In fact, pursuant to the directions contained in the order dated 22.05.2025, the RP, vide email dated 31.05.2025, had formally requested Bliss Equity Private Limited to cooperate with the concerned police authorities for facilitating the taking over of possession of the immovable property of the Corporate Debtor. However, Respondent No. 2, Mr. Bankey Bihari Goyal, vide email dated 01.06.2025, unilaterally retracted from his earlier submissions and falsely asserted that all the shops and terrace rights of the Corporate Debtor had been sold prior to the commencement of the CIRP. Pertinently, in his prior communications dated 27.05.2025 and 06.06.2025, the Respondent No 2 had specifically acknowledged that the only property standing in the name of the Corporate Debtor was in the possession of Bliss Equity Private Limited. This sudden change of stance clearly establishes a deliberate attempt to mislead the Applicant and misrepresent material facts before this Adjudicating Authority.

xxv. Simultaneously, Bliss Equity Private Limited, vide its email dated 05.06.2025, took a similarly evasive and obstructive stand by claiming that all 44 shops and the terrace/roof rights of the Corporate Debtor were sold prior to initiation of CIRP and further denied being in possession of the same. This stand is completely contradictory to the earlier admissions made by Respondent No. 2 and raises serious concerns of collusion between the SBoD ,Bliss Equity Private Limited and the Respondent No. 1 to frustrate the CIRP and defeat the claims of legitimate stakeholders.

xxvi. Vide order dated 02.07.2025, this Adjudicating Authority was allowed IA No. 2233/ND/2022 filed under Section 19(2) of the Code, directing the SBoD to furnish the requisite documents and information to the RP as per the updated list of requirements.

xxvii. Despite repeated reminders and follow-up communications dated 07.07.2025, 14.07.2025, 15.07.2025, and 19.07.2025 issued by the Applicant, the SBoD have wilfully failed to comply with the directions issued by this Adjudicating Authority. In fact, vide email dated 21.07.2025, Respondent No. 2 once again reiterated the false and misleading claim that the Corporate Debtor held no properties as on the date of initiation of CIRP and that all assets had been disposed of prior thereto. The said assertions are not only inconsistent with earlier statements but are also indicative of a deliberate design to obstruct the CIRP and defy the express directions of this Adjudicating Authority.

xxviii. The RP had also filed Contempt Petition No. 35 of 2025 against Respondent No. 2 and 3 which was allowed by this Adjudicating Authority vide order dated 09.04.2026.

3. <u>SUBMISSIONS OF THE RESPONDENT NO. 1:</u>

i. It is the case of the Respondent No.1 that it is the rightful owner of the 17 commercial shops situated at Property No. 13/3, WEA, Karol Bagh, New Delhi - 110005 in favour of the Respondent No.1. The said shops include Shop Nos. 205 to 209, 21 1 to 2 14, 216, and 217 on the second Floor, and Shop Nos. 302 to 305, 309 and 310 on the third floor, along with terrace rights.

ii. The Respondent had advanced a financial loan of Rs. 4.43 Cr. to one Delicious Coco Water Pvt. Ltd. in 2016 of which Rs. 3.04 Cr. remained outstanding after partial repayments. Following the initiation of CIRP against Delicious Coco Water Pvt. Ltd. its then Directors, Mr. Rajnish Gupta and Mrs. Nisha Gupta, extended personal and corporate guarantees for settlement of the outstanding dues. Accordingly, a Settlement Agreement dated 28.05.2018 was entered into, under which the Respondent was allotted 15 shops in the aforementioned property owned by MKMG Jewel Developers Pvt. Ltd., the Corporate Debtor, in full and final settlement of its claims.

iii. Subsequently, by way of an Addendum dated 20.06.2018, certain shops on the second and third floors were interchanged upon mutual agreement between the parties. The Respondent was then put in lawful possession of the

17 shops. However, despite the Respondent's repeated requests, no steps were taken by the Corporate Debtor to execute the requisite title transfer or registry in its favour. The Respondent has remained in continuous and undisputed possession of the subject shops.

iv. In the meanwhile, the Respondent also pursued various legal proceedings in relation to its claim, including filing of claims before the Liquidator of Delicious Coco Water Pvt. Ltd., challenge to the rejection of the claim, objections to the scheme of compromise, and a writ petition before the Hon'ble High Court of Delhi. During this period, the Corporate Debtor, in collusion with a related entity, Bliss Equity Pvt. Ltd., attempted to encumber the subject property by relying on unregistered, backdated, and fabricated documents, intending to defeat the Respondent's settled rights.

v. It is submitted that in proceedings initiated by the RP in IA No. 270/ND/2025, the RP failed to disclose the existing possession and rights of the Respondent. Consequently, passed an order dated 22.05.2025 directing the SHO, Karol Bagh to assist in taking possession of the entire property. This order was challenged before the Hon'ble NCLAT by one of the shop owners.

vi. The Hon'ble NCLAT, vide order dated 11.06.2025, directed the RP to inspect the original title documents of the shop owners and take a holistic view before taking possession. The Hon'ble NCLAT further directed that no coercive action be taken in the interim. The Respondent complied with the said order and presented the original documents to the RP during a meeting held on 19.06.2025. Subsequently, the Hon'ble NCLAT, vide order dated 01.07.2025, disposed of the appeal with clear directions to the RP to decide the issue upon satisfaction with the documents, and to refrain from disturbing possession until such a determination is made.

vii. Despite full compliance with Hon'ble NCLAT orders by producing all original title documents (Settlement Agreement dated 28.05.2018 and Addendum dated 20.06.2018) before the RP on 19.06.2025 (with no objection raised then), the RP abruptly reversed its stand vide email dated 10.07.2025, belatedly questioning the agreements' validity, raising new technical objections on stamp duty and non-registration, re-demanding the same documents, and asserting that the Respondent is not the owner without any competing claim from the Corporate Debtor or third party. This conduct is an abuse of authority, intended to frustrate the transfer, and violates the Hon'ble NCLAT orders dated 11.06.2025 and 01.07.2025.

viii. Thereafter, on 13.07.2025, the Respondent filed an Interlocutory Application, bearing IA No. 3431 of 2025, seeking appropriate directions from this Hon'ble Court upon the RP of the Corporate Debtor to execute and complete the registration of 17 commercial shops situated at Property No. 13/3, WEA, Karol Bagh, New Delhi 110005 in favour of the Respondent. The said shops include Shop Nos. 205 to 209, 211 to 214, 216, and 217 on the second floor, and Shop Nos. 302 to 305, 309 and 310 on the third floor, along with terrace rights. However, vide order dated 22.08.2025, the said IA was dismissed for non-prosecution and non-compliance.

ix. On 14.08.2025, the Respondent No.1 had filed a complaint before the IBBI against the RP raising objections against the conduct of the RP in the CIRP of the Corporate Debtor.

x. On 02.09.2025, the Respondent No. 1 had filed a criminal complaint under Section 233 of the Bhartiya Nagarik Suraksha Sanhita, 2023 before the Chief Metropolitan Magistrate, Tis Hazari Court seeking appropriate directions against the accused persons/ the RP, Corporate Debtor, Financial Creditor, Successful Resolution Applicant and the Suspended Directors for the offences under section 316, 318, 324, 61, 3(5), 3(6) and 3(7), BNSS, 2023, Section 7A, 8, 11, 13 & 15 of the Prevention of Corruption Act, 1988; and to conduct inquiry against the accused persons.

xi. The RP along with the Corporate Debtor, the Financial Creditor and the Successful Resolution Applicant has a strikingly similar pattern in the insolvency proceedings of a sister concern, MP Promoters Pvt. Ltd., where the same Financial Creditor/ Ambrane India Pvt. Ltd. (100% CoC member) filed a Section 7 Petition which was admitted by the Ld. NCLT and Mr. Durga Das Agrawal was appointed as the RP and Mr. Varun Chopra declared as the SRA (NCLT Order dated 25.10.2024). Hence, the RP and Corporate Debtor have adopted the same modus operandi in another case as well.

xii. The Resolution Professional's objection regarding non-disclosure or non-furnishing of the Settlement Agreement by the SBoD is untenable against the Respondent, who, as a third-party creditor, bears no responsibility for the Corporate Debtor's internal records or disclosures to the RP. The deliberate concealment of the Agreement by the erstwhile management was a calculated act of fraud aimed at cheating the Respondent and creating false competing rights in favour of its related party, Bliss Equity Pvt. Ltd. - a design that has already been judicially condemned and rejected by the Hon'ble NCLT vide order dated 10.12.2024 and by the Hon'ble NCLAT in appeal, both of which categorically held that Bliss Equity Pvt. Ltd. possesses no title or enforceable rights over the subject property, relying only on fabricated and unregistered documents; far from casting any doubt on the Respondent's title, this fraudulent non-disclosure by the Corporate Debtor only reinforces the Respondent's lawful claim, exposes the dishonesty and collusion of the Corporate Debtor and its related parties, and invokes the settled principle that no party can be permitted to take advantage of its own wrong particularly when the Respondent has been in lawful possession since 20.1 8 and has duly produced all original title documents before the RP.

xiii. The RP's objection regarding the stamp paper being described as "Article 23-Sale Agreement" while the document is titled "Settlement Agreement" is wholly technical and devoid of merit, as under settled Indian law the substance and intention of the parties prevail over mere nomenclature or form; the document unequivocally records the settlement of a financial liability by way of transfer of immovable property for consideration, thereby legitimately attracting the character of a conveyance and justifying the use of stamp paper under Article 23; there exists no legal prohibition against executing a settlement agreement that effects assignment of property rights on such stamp paper; in any event, no prejudice whatsoever has been caused to the Corporate Debtor or any stakeholder by the said description, and the same cannot possibly invalidate an otherwise lawful, duly executed, and fully performed transaction.

xiv. The RP's objection on insufficient stamp duty is untenable. The 2018 Settlement Agreement, fully acted upon for over seven years without challenge, is at worst curable by payment of duty/penalty - which the Respondent readily undertakes if directed. Even if insufficiently stamped, it remains admissible for collateral purposes (possession, part-performance, and acknowledgment of liability). The Addendum merely reallocated the same 17 shops without creating fresh rights and required no additional stamp duty. Hence, the alleged deficiency cannot defeat the Respondent's vested title or lawful possession since 2018.

xv. Furthermore, the RP's objection regarding mismatch between names on the stamp paper and parties to the Agreement is wholly misconceived. The parties are clearly and correctly identified in the body and execution clauses of the document with signatures, dates and designations. Under settled law, the validity of a contract depends on the intention of the parties and mutual consent, not on clerical discrepancies on the face of the stamp paper, which are not fatal to enforceability.

xvi. The RP's objection to absence of notarisation is baseless. Under Indian law, notarisation is not mandatory for private agreements unless specifically required by statute, which is not the case here.

xvii. The Settlement Agreement entailed a transfer of property in full satisfaction of an admitted debt, rather than the creation of any charge, lien, or security interest contemplated under Section 77 of the Companies Act. The absence of such registration therefore cannot invalidate a concluded transaction between consenting parties.

xviii. The omission of the subject transaction from the Corporate Debtor's financial statements and books of accounts is legally irrelevant and, in fact, strengthens the Respondent's case by evidencing the erstwhile management's deliberate suppression and concealment of the transaction with fraudulent intent to defeat the Respondent's legitimate rights. Such non-reflection cannot undermine the validity or enforceability of an otherwise concluded, partially performed, and undisputed agreement particularly when the Respondent is in physical possession, the transaction is supported by an Addendum and consistent conduct of the parties, and no competing claimant exists. It is settled law that book entries are not conclusive proof of title or ownership, and their absence does not invalidate a legitimate transfer.

xix. This deliberate omission, coupled with the Corporate Debtor's failed attempt to create fictitious encumbrances in favour of its related party (Bliss Equity Pvt. Ltd.) through backdated documents - already rejected by this Tribunal vide order dated 10.12.2024 and upheld by the Hon'ble NCLAT further exposes the mala fide design to frustrate the Respondent's entitlements.

xx. Once the property was given by the Corporate Debtor to the Respondent No. 1 by way of settlement agreement before the initiation of CIRP, therefore, the property in question was not the asset of the Corporate Debtor and the RP has no right in law to claim any asset which does not belong to the Corporate Debtor.

4. SUBMISSIONS OF THE RESPONDENT NO. 2:

i. It is the case of the Respondent No. 2 that he has, at all times, cooperated to the extent possible, subject to availability of documents and access constraints resulting from the suspension of the Board and the RP's exclusive custody of corporate records.

ii. The Respondent No. 2 is not in possession, custody, or control of the original title deeds relating to Property No. 13/3, WEA, Karol Bagh. The title deeds have not been in his personal possession either before or after initiation of CIRP.

iii. The Corporate Debtor entered into multiple transactions concerning the property, including:

a) Loan Agreement dated 14.01.2018 with Bliss Equity Pvt Ltd.

b) Settlement Agreement dated 28.05.2018 and Addendum dated 20.06.2018 executed with Ethnic Agencies Pvt Ltd (Respondent No. 1), leading to allocation and handover of commercial units.

c) Certain transactions with third parties claiming ownership of individual commercial shops

iv. Pursuant to the 2018 commercial settlement, the Corporate Debtor delivered physical possession of 17 shops to Respondent No. 1 on 20.06.2018. As part of the concluded and fully acted settlement, the original title deeds were made available to Respondent No. 1, which was confirmed by the RP's own email dated 19.06.2025, wherein the RP acknowledged that the original sale deeds, the Settlement Agreement, Addendum, and the possession letter were inspected when shown to him by the Advocate for Respondent No. 1. If the RP requires any original documents, the appropriate party to be called upon is Respondent No. 1, which has already produced the originals.

v. The Respondent No. 2 has responded to all communications and provided clarifications based on the information surfaced during CIRP. The RP's selective extraction of isolated statements without contextual background distorts the factual matrix.

vi. The Respondent No. 2's email dated 27.05.2023 reflected information available at that point in time. Subsequent disclosures by third parties including Ethnic Agencies, Bliss Equity, and shop owners led to fuller understanding of the property history. The Respondent's communications evolved with discovery of records, but the underlying factual position regarding the 2018 settlement and possession remained unchanged.

vii. Any delay in producing documents was due to lack of physical access to corporate premises and records, all of which vested exclusively with the RP from commencement of CIRP. Respondent No. 2 cannot produce what is not in his control.

viii. The Corporate Debtor entered into transactions with both entities as part of commercial decision making. The NCLT, NCLAT and Supreme Court have conclusively held the Bliss transaction to be fraudulent. This adverse finding pertains to Bliss Equity and not to Ethnic Agencies or the Corporate Debtor's 2018 settlement with it. The Settlement Agreement and Addendum with Ethnic Agencies were valid and deliberate commercial settlements to close liabilities arising from Delicious Coco Water Pvt Ltd. The Corporate Debtor delivered possession on 20.06.2018 and fully performed its obligations. The existence, execution, and performance of these documents stand reaffirmed by the RP's own email of 19.06.2025 acknowledging originals. The Respondent No. 2 was not involved in any fraudulent conduct.

ix. It is settled law that no person can be compelled to hand over documents not in his custody or control. Respondent No. 2 does not possess the original title deeds. They are with Respondent No. 1. Therefore, no direction can be issued to Respondent No. 2.

x. The RP has, in fact, already taken possession of several commercial units with police assistance and may have gathered additional documents during that exercise. The argument that the RP lacks access to documents is untenable.

xi. The present Application is another attempt to harass Respondent No. 2 and create a perception of non-cooperation despite clear evidence to the contrary.

xii. The Respondent No. 2 has consistently cooperated with the RP, attended meetings, provided information, responded to emails, and assisted to the extent possible. After suspension of the Board, the Respondent No. 2 had no physical access to corporate premises, records, or accounts. All records vested with the RP. The Respondent cannot be expected to produce documents not in his possession.

5. <u>ANALYSIS AND FINDINGS:</u>

i. We have heard the submissions advanced by the parties and have perused the documents placed on record.

ii. The present Application has been preferred by the RP under Section 60(5) of the Code read with Rule 11 of the NCLT Rules, 2016 seeking directions to Respondent No.1, Respondent No.2 and Respondent No.3 to hand over the original title deeds pertaining to Property No. 13/3, First to Third Floor along with terrace rights, WEA, Karol Bagh, New Delhi.

iii. It is the case of the RP that despite repeated directions of this Adjudicating Authority, the Suspended Board of Directors failed to cooperate during the CIRP and suppressed material information relating to the assets of the Corporate Debtor. The subject property is owned by the Corporate Debtor under registered Sale Deeds dated 31.01.2018 and that Respondent No.1 has wrongfully retained the original title deeds on the basis of unregistered documents which were never disclosed during the CIRP, were absent from the books of the Corporate Debtor and in respect of which no claim was ever filed before the Resolution Professional. No valid title could have passed in favour of Respondent No.1 in the absence of a registered conveyance and, therefore, the Respondents are liable to hand over the original title deeds to enable the Resolution Professional to discharge his statutory duties under the Code.

iv. Respondent No.1 contends that it became entitled to seventeen commercial shops and terrace rights under a Settlement Agreement dated 28.05.2018 and an Addendum dated 20.06.2018 executed towards settlement of dues allegedly payable by Delicious Coco Water Pvt. Ltd. The possession of the property was handed over in 2018 and that the failure to execute a registered sale deed was attributable to the Corporate Debtor. The objections raised by the RP regarding registration, stamp duty and non-disclosure are merely technical in nature, and the present Application is an attempt to frustrate its lawful rights despite its having produced the original documents before the RP.

v. It is the case of Respondent No.2 that he is not in possession or custody of the original title deeds, which were allegedly handed over to Respondent No.1 pursuant to the settlement transaction in 2018. He denies any deliberate non-cooperation and contends that he has extended assistance to the Resolution Professional to the extent possible. No direction can be issued against him to produce documents which are not in his possession or control.

vi. The issue arising for consideration in the present Application is whether the Respondents can lawfully retain the original title deeds relating to the Subject Property thereby preventing the Resolution Professional from obtaining custody of the corporate records and title documents necessary for conducting the CIRP.

vii. The validity and enforceability of the alleged Settlement Agreement dated 28.05.2018 and the Addendum dated 20.06.2018 entered into prior to initiation of CIRP may require adjudication in appropriate proceedings, the present Application is confined to securing custody of the original title deeds necessary for the Corporate Insolvency Resolution Process. This Adjudicating Authority is not called upon to adjudicate disputed questions of title or determine the proprietary rights of the parties, as such issues fall outside the scope of its jurisdiction under Section 60(5) of the Code.

viii. The jurisdiction under the Code extends only to matters having a direct nexus with the insolvency resolution process and the effective discharge of the statutory duties of the Resolution Professional. Reliance in this regard is placedd on ***Embassy Property Developments Pvt. Ltd. v. State of Karnataka [2020] ibclaw.in 12 SC, Gujarat Urja Vikas Nigam Ltd. v. Amit Gupta (2021) ibclaw.in 44 SC and SICOM Ltd. & Anr. v. Kitply Industries Ltd., (2023) ibclaw.in 236 NCLAT***.

ix. The Resolution Professional is under a statutory duty to preserve, protect and take control of all assets, records and documents of the Corporate Debtor. However, in the present case, directing Respondents to hand over the original sale deeds would necessarily require this Adjudicating Authority to first determine the rival claims regarding ownership and lawful entitlement over the subject property and the documents relating thereto. Such an exercise would amount to adjudication of civil rights, which is beyond the scope of the present proceedings. Consequently, no direction for handing over of the original title deeds can be issued in the facts of the present case.

x. At the same time, the inability to direct delivery of the original title deeds does not prejudice the conduct of the CIRP. The sale deeds sought by the Applicant are registered instruments and certified copies thereof can be obtained from the office of the concerned authority in accordance with law. Such certified copies carry statutory evidentiary value and would adequately enable the

Resolution Professional to discharge his statutory duties insofar as the CIRP is concerned.

xi. In view of the foregoing discussion, we are not inclined to grant the relief seeking delivery of the original title deeds.

xii. It is clarified that nothing contained in this order shall be construed as an expression on the merits of the rival claims regarding title or ownership over the subject property, which shall remain open to be adjudicated before the competent forum in accordance with law.

xiii. Accordingly, **I.A. No. 5399 of 2025** stands **dismissed** in the aforesaid terms.

-SD/-

ATUL CHATURVEDI
MEMBER (TECHNICAL)

-SD/-

MAHENDRA KHANDELWAL
MEMBER (JUDICIAL)