

**THE NATIONAL COMPANY LAW TRIBUNAL
COURT V, NEW DELHI**

I.A No. 4497/2025, 4500/2025, 4504/2025, 4529/2025 & 4618/2025

IN

Company Petition No. (IB) – 95(ND)/2025

*Under Section 60(5) of the Insolvency and Bankruptcy Code, 2016 read with
Rule 11 of NCLT Rules, 2016.*

IN THE MATTER OF:

Reserve Bank of India

....Petitioner/Regulator

VERSUS

Aviom India Housing Finance Pvt. Ltd.

....Respondent/Corporate
Debtor/Financial Service Provider

AND IN THE MATTER OF-

Northern Arc Capital Ltd.

Through Authorised Representative

10th Floor, Block E, Phase-I,

IIT-Madras Research Park,

Kanagam Village, Taramani,

Chennai - 600 113

Email: Operations.midOffice@Northernarc.com

.... APPLICANT

VERSUS

I.A. No. 4497 of 2025, 4500 of 2025, 4504 of 2025, 4529 of 2025 and 4618 of 2025

IN

CP (IB) No. 95 of 2025

ORDER PRONOUNCED ON: 28.04.2026

Mr. Ram Kumar,

Administrator of Aviom India Housing Finance Pvt. Ltd.

Worldmark 3, Unit 306A,

3rd Floor, Asset Area No.7, Hospitality District,

Delhi Aerocity, Near Indira Gandhi International Airport,

New Delhi - 110 037

Email: ram.kumar@aviom.in

.... RESPONDENT

Order Pronounced on: 28.04.2026

CORAM:

**SHRI MAHENDRA KHANDELWAL
HON'BLE MEMBER (JUDICIAL)**

**MS. ANU JAGMOHAN SINGH
HON'BLE MEMBER (TECHNICAL)**

APPEARANCES:

For the Applicant : Sr. Adv Shri Gopal Jain, Adv Rohan Kadam, Adv Sonali Jain, Adv Mr. Vinayak Sharda, Adv.

For the RP : Adv. Mr. Vaijayant Paliwal, Adv. Mr. Anoop Rawat, Adv. Mr. Sagar Dhawan, Adv Ms. Mohana Nijhawan, Adv Ms. Charu Bansal, Adv. Ms. Tanya, Adv. Mr. Gaurav Arora, Adv. Ms. Diksha Sharma,

ORDER

1. These IAs have been preferred by the Applicant, under Section 60(5) of the Insolvency and Bankruptcy Code, 2016, read with Rule 11 of the National Company Law Tribunal Rules, 2016 inter alia challenging the actions of the

I.A. No. 4497 of 2025, 4500 of 2025, 4504 of 2025, 4529 of 2025 and 4618 of 2025

IN

CP (IB) No. 95 of 2025

ORDER PRONOUNCED ON: 28.04.2026

Respondent i.e. Administrator of Aviom India Housing Finance Pvt. Ltd. (the "Corporate Debtor" or "Financial Service Provider"/ "FSP" herein) in not transferring the Applicant's property i.e. third party assets, lying in the hands of the FSP, in trust for and for the benefit of the Applicant.

2. Facts of all these IAs are similar and issue involved and relief sought are identical in all IAs. Therefore, all these IAs are disposed of by this common order.

3. Relief sought in IA No. 4497/2025 are as under:

“In the facts and circumstances set out above, the Applicant prays that this Hon'ble Tribunal be pleased to:

a. Direct that all amounts in and all Receivables deposited and to be deposited in the Stipulated Account/ Escrow Accounts / Applicant's Account, at all times and from time to time, including, in each case, all Receivables received and which ought to be received from the Assigned Assets, being trust property, be applied forthwith strictly in accordance with the provisions of the Assignment Deed dated December 1, 2024, Order of the Hon'ble Bombay High Court dated December 20, 2024 in Suit No. 17 of 2025, and the Servicing Agreement dated January 7, 2025;

b. Pending the hearing and final disposal of the present Application, pass an order of injunction, restraining the Respondent, by himself, his servants, and / or agents and /or any person or representative claiming through him, from, in any manner, appropriating, withdrawing, adjusting, setting off, transferring, utilizing, appropriating or dealing with, in any manner whatsoever, any of the amounts and receivables that are received or ought to have been received in the Stipulated Account / Escrow Accounts / Applicant's Account;

c. Pending the hearing and final disposal of the present Application, pass an order directing the Respondent to make adequate disclosures in any Information Memorandum that may be issued that the Assigned Assets and the Receivables arising therefrom are not part of the Insolvency Estate;

d. Pass interim and/ or ad interim orders in terms of prayers (b) and (c) above;

e. Pass any other appropriate orders and/or directions as this Hon'ble Tribunal may be fit and proper in the facts and circumstances of the present case.”

4. Relief sought in IA No. 4500/2025 are as under:

In the facts and circumstances set out above, the Applicant prays that this Hon'ble Tribunal be pleased to:

a. Direct that all amounts in and all Receivables deposited and to be deposited in the Stipulated Account / Escrow Accounts / Applicant's Account, at all times and from time to time, including, in each case, all Receivables received and which ought to be received from the Assigned Assets, being trust property, be applied forthwith strictly in accordance with the provisions of the Assignment Deed dated December 1, 2024, Order of the Hon'ble Bombay High Court dated December 20, 2024 in Suit No. 16 of 2025, and the Servicing Agreement dated January 7, 2025;

b. Pending the hearing and final disposal of the present Application, pass an order of injunction, restraining Respondent No. 1, by himself, his servants, and / or agents and /or any person or representative claiming through him, from, in any manner, appropriating, withdrawing, adjusting, setting off, transferring, utilizing, appropriating or dealing with, in any manner whatsoever, any of the amounts and receivables that are received or ought to have been

received in the Stipulated Account / Escrow Accounts / Applicant's Account;

- c. Pending the hearing and final disposal of the present Application, pass an order directing Respondent No. 1 to make adequate disclosures in any Information Memorandum that may be issued that the Assigned Assets and the Receivables arising therefrom are not part of the Insolvency Estate;*
- d. Pass interim and/or ad interim orders in terms of prayers (b) and (c) above;*

5. Relief sought in IA No. 4504/2025 are as under:

In the facts and circumstances set out above, the Applicant prays that this Hon'ble Tribunal be pleased to:

- a. Direct that all amounts in and all Receivables deposited and to be deposited in the Stipulated Account / Escrow Accounts / Applicant's Account, at all times and from time to time, including, in each case, all Receivables received and which ought to be received from the Assigned Assets, being trust property, be applied forthwith strictly in accordance with the provisions of the Assignment Deed and Servicing Agreement;*
- b. Pending the hearing and final disposal of the present Application, pass an order of injunction, restraining the Respondent, by himself, his servants, and / or agents and /or any person or representative claiming through him, from, in any manner, appropriating, withdrawing, adjusting, setting off, transferring, utilizing, appropriating or dealing with, in any manner whatsoever, any of the amounts and receivables*

that are received or ought to have been received in the Stipulated Account / Escrow Accounts / Applicant's Account;

c. Pending the hearing and final disposal of the present Application, pass an order directing the Respondent to make adequate disclosures in any Information Memorandum that may be issued that the Assigned Assets and the Receivables arising therefrom are not part of the Insolvency Estate;

d. Pass interim and/or ad interim orders in terms of prayers (b) and (c) above;

e. Pass any other appropriate orders and/or directions as this Hon'ble Tribunal may be fit and proper in the facts and circumstances of the present case.

6. Relief sought in IA No. 4529/2025 are as under:

In the facts and circumstances set out above, the Applicant prays that this Hon'ble Tribunal be pleased to:

a. Direct that all amounts in and all Receivables deposited and to be deposited in Stipulated Account/ Escrow Accounts / Applicant's Account, at all times and from time to time, including, in each case all Receivables received and which ought to be received from the Assigned Assets, being trust property, be applied forthwith strictly in accordance with the provisions of the Assignment Deed dated December 1, 2024, Order of the Hon'ble Bombay High Court dated December 20, 2024 in Suit No. 13 of 2025, and the Servicing Agreement dated January 7, 2025;

b. Pending the hearing and final disposal of the present Application, pass an order of injunction, restraining the Respondent, by himself, his

servants, and / or agents and /or any person or representative claiming through him, from, in any manner, appropriating, withdrawing, adjusting, setting off, transferring, utilizing, appropriating or dealing with, in any manner whatsoever, any of the amounts and receivables that are received or ought to have been received in the Stipulated Account/ Escrow Accounts / Applicant's Account;

c. Pending the hearing and final disposal of the present Application, pass an order directing the Respondent to make adequate disclosures in any Information Memorandum that may be issued that the Assigned Assets and the Receivables arising therefrom are not part of the Insolvency Estate;

d. Pass interim and/or ad interim orders in term of prayers (b) and (c) above;

e. Pass any other appropriate orders and/or directions as this Hon'ble Tribunal may be fit and proper in the facts and circumstances of the present case.

7. Relief sought in IA No. 4618/2025 are as under:

In the facts and circumstances set out above, the Applicant prays that this Hon'ble Tribunal be pleased to:

a. Direct that all amounts in and all Receivables deposited and to be deposited in the Stipulated Account / Escrow Accounts/ Applicant's Account, at all times and from time to time, including, in each case, all Receivables received and which ought to be received from the Assigned Assets, being trust property, be applied forthwith, strictly in accordance with the provisions of the Assignment Deed dated December 1, 2024,

Order of the Hon'ble Bombay High Court dated December 20, 2024 in Suit No. 14 of 2025, and the Servicing Agreement dated January 7, 2025;

b. Pending the hearing and final disposal of the present Application, pass an order of injunction, restraining the Respondent, by himself, his servants, and / or agents and /or any person or representative claiming through him, from, in any manner, appropriating, withdrawing, adjusting, setting off, transferring, utilizing, appropriating or dealing with, in any manner whatsoever, any of the amounts and receivables that are received or ought to have been received in the Stipulated Account / Escrow Accounts / Applicant's Account;

c. Pending the hearing and final disposal of the present Application, pass an order directing the Respondent to make adequate disclosures in any Information Memorandum that may be issued that the Assigned Assets and the Receivables arising therefrom are not part of the Insolvency Estate;

d. Pass interim and/or ad interim orders in terms of prayers (b) and (c) above; e. Pass any other appropriate orders and/or directions as this Hon'ble Tribunal may be fit and proper in the facts and circumstances of the present case.

Facts of the case as submitted by the Applicant in IA 4497/2025

8. Respondent in the main Company Petition is Aviom India Housing Finance Pvt. Ltd. which is a leading non-banking financial company ("NBFC") registered with the Reserve Bank of India ("RBI"), thus a Financial Service

Provider (FSP). On January 27, 2025, in exercise of its powers under Section 45-IE of the RBI Act, 1934 ("RBI Act"), the RBI superseded the board of directors of the FSP, owing to governance concerns and defaults in meeting various payment obligations. The RBI appointed the Respondent as the Administrator of the FSP under the RBI Act. In light of the significant defaults by the FSP, in relation to the debts availed by it, on January 29, 2025, the RBI filed the Company Petition under Section 227 read with clause (zk) of Section 239(2) of the Code read with Rules 5 and 6 of the FSP Rules, inter alia seeking initiation of CIRP of the FSP. The Company Petition was admitted by this Hon'ble Tribunal on February 20, 2025 ("Insolvency Commencement Date" or "ICD"), and the Administrator was appointed as the Administrator / Resolution Professional under the Code read with the FSP Rules in respect of the FSP. An interim moratorium and then a moratorium under the Code read with the FSP Rules has thus been in effect since January 27, 2025.

8. In December 2021, the FSP offered 42,000 rated, senior, secured, redeemable, taxable, transferable, unlisted and non-convertible debentures, each having a face value of Rs. 10,000/- (Rupees Ten Thousand only) for an aggregate value of Rs. 42 crores, on a private placement basis ("NCDs"); at 11.76% per annum, for a period of up to 41 (forty-one) months and 8 (eight) days from the deemed date of allotment or such other maturity period (subject to applicable law) as may be agreed on a private placement basis to inter alias the Applicant.

9. Under the Debenture Documents, the Debenture Holders (including the Applicant) agreed to subscribe to NCDs up to Rs. 21 Crore (Rupees Twenty-One Crore) with a coupon rate of 11.76% per annum on the outstanding NCD amount (net of any withholding taxes) payable quarterly; and default interest of an additional 1 % per month. The redemption date was set at July 5, 2025. Subsequently, the Applicant agreed to subscribe to NCDs up to Rs. 21 Crore (Rupees Twenty-One Crore only) more.

10. On January 11, 2022, a Debenture Trustee Agreement was executed, whereby the FSP appointed Catalyst Trusteeship Limited as the Debenture Trustee under the Companies Act, 2013 in respect of the issue of the NCDs ("Debenture Trustee"). On the same day, the FSP and the Debenture Trustee entered into a Debenture Trust Deed to record the various terms and conditions of the NCDs, the terms and conditions of the Debenture Trustee's appointment and the FSP's obligations in respect of the NCDs and the creation of the security.

11. The NCDs were secured under an Agreement of Hypothecation dated January 11, 2022 ("Agreement of Hypothecation"), executed between the FSP and the Debenture Trustee, by a first, exclusive and continuing charge on the receivables and monies that accrued and / or were to accrue from the affordable housing loans that had been originated from the NCDs subscribed to by the Applicant. The FSP, thereafter, registered a charge in favour of the Debenture Trustee, with the Registrar of Companies, under Section 77 of the Companies Act, 2013.

12. Pursuant to the execution of the documents as described hereinabove, Applicant disbursed the subscription amount to the FSP.

13. It is the case of the Applicant that thereafter event of default occurred. In view of certain developments, on November 22, 2024, the Applicant wrote to the FSP, inter alia calling upon it to transfer all receivables hypothecated to it to a no lien account with a non-lender bank. The Applicant further called upon the FSP to irrevocably transfer all cashflows secured to the former and to tender proof of assignment of all Hypothecated Assets forthwith. The Applicant has stated that on November 25, 2024, the FSP defaulted on its instalments owed to the Applicant under other facilities. On November 29, 2024, the FSP further intimated the Bombay Stock Exchange that it had defaulted on certain listed non-convertible debentures.

14. The Applicant has stated that on December 1, 2024, the Debenture Trustee exercised its rights as the FSP's attorney and executed an assignment deed on behalf of the latter ("Assignment Deed") assigning the Hypothecated Assets in the Applicant's favour for a purchase consideration of Rs. 40,07,26,211/- (Rupees Forty Crore Seven Lakh Twenty Six Lakh Two Hundred and Eleven only). The Applicant holds the Assigned Assets in trust for the benefit of the Debenture Holders (including the Applicant). By this Assignment, the Applicant stepped into the FSP's shoes, and unconditionally and irrevocably acquired the latter's right, title and interest in the Assigned Assets from September 30, 2024 ("Assigned Assets"). The Assigned Assets were assigned for a valuable consideration, which was then set off against the

FSP's existing dues that had become due and payable under the NCDs. A copy of the Assignment Deed has been annexed with the Application as Annexure.

15. The Applicant has further stated that the Applicant had extended several other facilities to the FSP as well, during the same / similar time period; which were also similarly secured; and which security was also similarly enforced by the Applicant.

16. It is the case of the Applicant that on December 4, 2024, the Debenture Trustee addressed a Notice to the FSP. By this Notice, it informed the FSP of the Assignment of the Hypothecated Assets to the former for the purchase consideration of Rs. 40,07,26,211/-, which was set off against the dues owed under the NCDs. The FSP was thereupon called upon to do the following;

a. It was called upon to pay the balance sum of Rs. 2,71,00,937/- immediately and forthwith.

b. It was directed to hold all monies received in relation to the Assigned Assets in trust and for the benefit of the Applicant.

c. It was called upon to forthwith transfer the amounts held in trust to the Applicant's bank account stipulated under the letter.

d. It was called upon to ensure that all future payment related to the Assigned Assets are directed to the Stipulated Account without delay.

17. It is the contention of the Applicant that pursuant to the Assignment Deed, the Applicant stepped into the FSP's shoes and acquired its entire right, title and interest in the Assigned Assets. The FSP has been divested of all

right, title and interest to and/or in relation to the Assigned Assets. It is at the highest, a bare trustee for the Applicant over the receivables and/or monies that have accrued and/or that will accrue in relation the Assigned Assets.

18. The Applicant, thereafter on December 12, 2024, filed a suit, bearing Commercial Suit No. 17 of 2025 ("Suit"), before the Hon'ble High Court of Judicature at Bombay ("Bombay High Court") inter alia seeking specific performance of the Assignment Deed and other consequential reliefs. The Applicant also filed similar Suits seeking specific performance of similar assignment deeds. The Hon'ble Bombay High Court, on December 20, 2024, passed an Order in the Applicant's interim application inter alia

i. appointing the Court Receiver, High Court, Bombay ("Court Receiver") to open an escrow account ("Escrow Account");

ii. directing the FSP to (a) make disclosures of inter alia the receivables relating to the Assigned Assets and (b) deposit the receivables relating to the Assigned Assets in the Escrow Account ("Order").

A copy of the order dated December 20, 2024 passed by the Hon'ble Bombay High Court is annexed with the Application as AnnexureA-15.

19. Although the Escrow Account was opened by the Court Receiver, bearing escrow account no. 10990200097095 with Federal Bank, Fort Branch, however, the FSP failed to comply with the directions in the said Order.

20. The Applicant has submitted that after some discussions, on January 7, 2025, the Applicant and the FSP entered into a Servicing Agreement ("Servicing Agreement") by way of which the Applicant, as the owner of the Assigned Assets, appointed the FSP, as the Servicer inter alia to manage, collect, receive and remit payment of the Assigned Assets for and on behalf of the Applicant, in consideration of a servicing fee, until all the amounts receivable by the Applicant from the Assigned Assets are received. The FSP agreed to collect all amounts arising from the Assigned Assets from the date of the said Servicing Agreement "in trust for and for the benefit of [the Applicant]" and immediately deposit the collected amounts into the Applicant's Account mentioned in the Servicing Agreement ("Applicant's Account"). A copy of the Servicing Agreement is annexed as Annexure 16 with the Application.

21. Upon initiation of CIRP, the Applicant duly filed its claims in the prescribed form i.e. Form C as per Regulation 8 of the CIRP Regulations, with the Administrator as a Financial Creditor along with supporting documents under cover of a letter dated March 6, 2025 in relation to the subject NCDs as also in respect of the other facilities extended by the Applicant to the FSP. The Applicant - Financial Creditor therefore raised a claim for INR 3,71,53,236/- as on February 20, 2025, in respect of the subject NCDs (instead of INR 45,64,98,33 7 /-). Later on supporting documents were also provided to the Administrator.

22. The Respondent/ Administrator on 12.03.2025 sent the Applicant an email acknowledging receipt of the Applicant's claims but purporting to indefinitely defer the verification thereof. The Administrator cited some objections to the Assignment and / or enforcement of the Hypothecated Assets by the Applicant; and requested the Applicant to submit supporting documents to show the details of the underlying security, enforcement thereof, and to show how the Applicant arrived at the valuation of the Assigned Assets and the methodology for the same.

23. The Respondent Administrator published a list of creditors of the FSP on the FSP's website (wherein the Applicant's claims were shown as being "under verification"), claims from Financial Creditors amounting to approx. INR 1,360 crore were admitted by the Respondent as on March 14, 2025, the Respondent constituted the CoC without including the Applicant and convened its first meeting on March 21, 2025. The Administrator has subsequently published revised list of creditors; however, Applicant claim has not been admitted. Few meetings and email exchanges happened between both of them.

Legal points highlighted by the Applicant

24. Pursuant to the Assignment Deed dated December 1, 2024, which was executed prior to initiation of CIRP, the Applicant stepped into the FSP's shoes and acquired its entire right, title and interest in the Assigned Assets. The FSP was divested of all right, title and interest to and/or in relation to the

Assigned Assets with effect from September 30, 2024. Clauses 1A, and 2.4 of the Assignment Deed have been referred to.

25. The Bombay High Court, in the Suit filed by the Applicant, directed the FSP to deposit the Receivables arising from the Assigned Assets into the Escrow Accounts opened by the Court Receiver "in trust for the plaintiff " and "in the name of' the Plaintiff i.e., "Northern Arc Capital Ltd. Escrow Account".

26. Under the Servicing Agreement, the FSP has agreed to collect all Receivables arising from the Assigned Assets from the date of the said Servicing Agreement "in trust for and for the benefit of [the Applicant]" and immediately deposit the collected amounts into the Applicant's Account mentioned in the Servicing Agreement.

27. The Receivables arising out of the Assigned Assets would still be third party assets held in the hands of the FSP under contractual arrangements. Even in this case, the FSP does not have right over the third-party asset in its hand. The Assigned Assets and the Receivables from the Assigned Assets are not an asset of the FSP under the Code and FSP Rules and the Administrator has no right to take control or custody thereof or to usurp the same under the FSP Rules or the Code. The Explanation to Section 18 of the IBC, clarifies that the powers of the resolution professional / administrator do not extend to third party assets in possession of the Corporate Debtor.

28. Section 18 read with Section 36 of the IBC declare that assets owned by a third party which are in possession of the corporate debtor, are not to be

included in the insolvency estate assets of the FSP, and are not to be used for recovery in the CIRP of the FSP.

29. Rule 10 of the FSP Rules imposes duties on the Administrator inter alia qua the assets of third parties. Further, in terms of the Notification being S.O. 464(E), issued by the Ministry of Corporate Affairs ("Notification"), in consultation with the RBI, and in pursuance of Rule 10 of the FSP Rules on January 30, 2020, under Section 227 of the Code, the Respondent Administrator is not entitled to retain custody of third party assets held by the corporate debtor in trust for a third party including, in this case, the Assigned Assets and / or the Receivables arising therefrom. The present case is squarely covered under the aforesaid Notification. Having kept the Receivables arising from the Assigned Assets in a segregated account the Administrator was then duty bound to transfer the same to the Applicant in accordance with the Assignment Deed, Order and Servicing Agreement.

30. The Agreement of Hypothecation was enforced by the Applicant, and the Assignment Deed was executed prior to the initiation of CIRP.

31. Under the Code and FSP Rules, third party properties and trust properties cannot be considered an asset of the FSP nor part of the insolvency estate. Therefore, the moratorium under Section 14 cannot apply on property that does not belong to the FSP i.e. to the Assigned Assets and the Receivables arising therefrom.

32. Mere filing of the Vacation Application before the High court does not affect the Bombay High Court Order which holds the field and the Respondent is bound to comply with the same in letter and spirit.

33. The Respondent's assertion that the present Application is not maintainable pending adjudication of the Avoidance Application is misconceived and unsustainable. The Avoidance Application was filed subsequent to the captioned Application; and is not a defence to the captioned Application.

Facts of the case as submitted by the Respondent/Administrator-

34. The Application is misconceived and contrary to the scheme of the Code and the FSP Rules. Respondent/Administrator has already filed Application under Sections 43, 44, 45, 46, 48 and 49 of the Code inter alia challenging the actions of the Applicant of consummating the transactions contemplated under the disputed Assignment Agreement ("NACL PUFEE Application"). The NACL PUFEE Application are presently sub-judice before this Adjudicating Authority. The reliefs prayed in the present Application, if granted, would pre-judge and frustrate the adjudication of the NACL PUFEE Application which ought to be adjudicated prior to considering any consequent relief that the Applicant may seek under the Assignment Agreement/ Servicing Agreement, as sought for in the Application.

35. The report dated 30 June 2025 ("Transaction Audit Report") submitted by the Transaction Auditor, Ravi Rajan & Co. LLP ("Transaction Auditor") and his independent analysis, opined that the transactions entered into between

the Corporate Debtor and the Applicant, in relation to the purported Assignment Agreement and the Servicing Agreement (as defined hereinafter), fall within the ambit of preferential and undervalued transactions, and transaction undertaken with an intent to defraud the creditors the Corporate Debtor.

36. The Ad-Interim Bombay High Court Order dated 20 December 2024 in the Commercial Suit was obtained by the Applicant at the time when the Corporate Debtor could not be well-represented in the Hon'ble Bombay High Court and when the Corporate Debtor had specifically by its communication dated 10 December 2024 objected to the said 42 Crores NCD-2 Assignment Agreement.

37. Pursuant to execution of the Servicing Agreement, the Applicant filed an interim application seeking modification of the Ad-Interim Bombay High Court Order to the effect that amounts be deposited in the account mentioned in the Servicing Agreement. The said application remains sub-judice, as soon after the CIRP commenced and the Hon'ble Bombay High Court, recognizing the initiation of the CIRP of the Corporate Debtor under the Code, adjourned the Commercial Suit sine die on 3 February 2025. Copy of the order dated 3 February 2025 in Commercial Suit has been annexed with the reply as Annexure-3. The Respondent/Administrator has filed Applications under Order XXXIX Rule 4 of CPC ("Applications") seeking setting-aside of Ad Interim BHC Orders, and the Applications are presently subjudice.

38. In the present application, no reliefs can be granted under the 42 crores NCD-2 Assignment and the Servicing Agreement, unless the legality of the 42 crores NCD-2 Assignment and the Servicing Agreement is adjudicated upon by this Adjudicating Authority in the NACL PUFÉ Application.

39. In terms of Section 18 read with 25 of the Code, a Resolution Professional/ Administrator, is inter alia statutorily obligated to preserve and protect the assets of the Corporate Debtor during the Insolvency Resolution process. Further, Section 18(f) specifically states that the Resolution Professional is obligated to take control and custody of assets of the Corporate Debtor ownership of which is subject to the determination of ownership by a court or authority. Further, Section 25(j) of the Code also obligates the resolution professional/ administrator to file application for avoidance of transactions in accordance with Chapter III and seek appropriate reliefs in respect of transactions highlighted in such avoidance applications, to ensure safeguarding and protection of any assets of the corporate debtor that may have been illegally taken out of the estate of the corporate debtor. Such reliefs include seeking reversal of the entire transaction/ refund of proceeds of such transactions etc. In furtherance of his duties prescribed under the Code, the Respondent, after reviewing the transactions entered between the Applicant and the Corporate Debtor, has filed the NACL PUFÉ Applications. Granting the reliefs as sought by the Applicant in the present Application, at the stage when the NACL PUFÉ Application is sub-judice and no reply has been filed by the Applicant therein responding to the allegations, raised by Respondent, and would render the NACL PUFÉ Application infructuous. Until the NACL

PUFE Application is decided upon by this Adjudicating Authority, the Respondent/Administrator is under a statutory duty to protect and preserve 42 crores NCD-2 Assigned Assets, as the ownership of the same (in favour of the Applicant on account of execution of the 42 crores NCD-2 Assignment Agreement and the Servicing Agreement) has been challenged by the Respondent.

40. Rule 10 of the FSP Rules does not assist the Applicant at the stage when the assets claimed to be "third party assets" (being 42 crores NCD-2 Assigned Assets) are subject matter of the NACL PUFE Application.

41. The Respondent has sought for vacation of the Ad-Interim Bombay High Court Order. When the Application filed by the Respondent seeking vacation of the Ad-Interim Order itself is pending adjudication, there arises no question of relying on the Ad-Interim Order to seek consequent reliefs from this Adjudicating Authority.

Analysis

42. We have considered the submissions made by Ld. Sr. Advocate Shri Gopal Jain on behalf of the Applicant and Ld. Counsel on behalf of Respondent/ Administrator. Perused the pleadings and documents filed by both the sides and also considered Written Submissions filed by both the parties.

43. IA 4497/2025 along with other connected IAs were taken up for hearing on 27.11.2025 on mentioning by Mr. Gopal Jain, Ld. Sr. Counsel who had submitted that Hon'ble NCLAT vide order dated 17.10.2025, passed in

Company Appeal (AT) (Ins.) 1613 of 2025 has requested this Adjudicating Authority to consider interim prayer in IA/4497/2025, IA/4500/2025, IA/4504/2025, IA/4529/2025 & IA/4618/2025 on the date fixed. In fact, this Adjudicating Authority vide Order dated 15.09.2025 and 22.09.2015 had refused to grant any ex party interim order and the Administrator was asked to file their reply. Since the interim prayers and main prayers are almost same, the entire IA was heard on 27.11.2025 in terms of Hon'ble NCLAT Order.

44. Shri Gopal Jain Ld. Sr. Advocate referred to and relied upon Assignment Deed dated 01.12.2024 (Annexure 13), Servicing Agreement dated (Annexure A-16) and Bombay High Court Order dated 20.03.2024. Ld. Sr. Advocate submitted that Administrator is bound to honour and implement Bombay High Court Order which was passed prior to initiation of CIRP.

45. On the other hand, Ld Counsel on behalf of Respondent Administrator submitted that the transaction audit report indicate that transactions in respect of assignment and servicing agreements are preferential /undervalued transactions for which appropriate Applications have been filed by them and those IAs are pending consideration of this Adjudicating Authority. Till disposal of those IAs, no relief should be granted. Further, the Order of Bombay High Court is interim order and not at final adjudication and in view of initiation of CIRP, the Hon'ble Bombay High Court has adjourned the Commercial suit sine die. Further, the Administrator has

filed/likely to file an application before the Bombay High Court for vacation of interim order dated 20.03.2024.

46. As far as subscription of Debentures, execution of Debenture deed, Debenture Trustee Agreement, hypothecation, execution of Assignment Agreement are not disputed by the Respondent in their reply. However, in respect of Assignment Agreement and consequentially servicing agreement thrust of the Respondent/ Administrator is that these transactions fall within the category of PUFEE transactions and appropriate applications under relevant provisions viz; Sections 43, 44, 45, 49 and 50 IBC have been filed which are pending consideration of this Adjudicating Authority.

47. It is a fact that certain IAs filed by the Administrator under Sections 43, 44, 45 etc. are pending consideration of this Adjudicating Authority. IA questioning the transactions involved in the present IA is also pending. These IAs can be heard at appropriate time after completion of pleadings in those IAs.

48. Presently, CIRP is at the stage of consideration of Resolution Plan by the CoC. As per Section 26 of the IBC, filing of avoidance application by the Resolution Professional shall not affect the CIRP proceedings. Further, as provided in Regulation 38(2)(d) of the IBBI (CIRP) Regulations 2016, a Resolution Plan should provide for the manner in which proceedings in respect of avoidance transactions, if any, under Chapter III or fraudulent or wrongful trading under Chapter VI of Part II of the Code, will be pursued after the approval of the Resolution Plan and the manner in which the proceeds, if

any, from such proceedings shall be distributed. Thus, the law recognises that Applications under PUFÉ transactions and fraudulent transactions can be considered by the Adjudicating Authority after approval of the Resolution Plan also. However as per Regulation 36(2)(ha), the Resolution Professional /Administrator is required to give details of all identified avoidance transactions, if any, under Chapter III or fraudulent or wrongful trading under Chapter VI of Part II of the Code and subsequent filings before this Adjudicating Authority, as referred under sub-regulation (3A) of regulation 35A in the Information Memorandum. It is presumed that Resolution Professional/Administrator has disclosed requisite information in terms of Regulation 35A(3A) of CIRP Regulations.

49. The case of the Applicant in IA 4497/2025 is primarily based upon the Order dated 20.03.2024 passed by the Bombay High Court in IA No. (L) NO. 38047 of 2024 in Commercial Suit (L) NO. 37936 of 2024 in the matter of *Northern Arc Capital Ltd. vs. Aviom India Housing Finance Pvt. Ltd.* The said Order is extracted below:

“In this case, the Plaintiff subscribed to non-convertible debentures (“NCDs”) of Rs. 42 crores issued by Aviom India Housing Finance Pvt. Ltd. dated January 11, 2022. Admittedly, Aviom India Housing Finance Pvt. Ltd has committed default which entitles the Plaintiff to seek urgent ad-interim reliefs against Aviom India Housing Finance Pvt. Ltd. The documents and the fact involved in this matter is similar to the documents and facts involved in Commercial Suit (L) No. 37972 of 2024.

2. *In Interim Application (L) No.38013 of 2024 in Commercial Suit (L) No. 37972 of 2024, an Order dated December 20, 2024, has been passed granting certain reliefs in favour of the Plaintiff therein. Considering that the facts involved in the present matter are similar to the facts involved in Commercial Suit (L) No. 37972 of 2024, an order similar to the December 20, 2024 Order, is warranted to be passed in the present matter.*

3. *Accordingly, I pass the following ad-interim orders.*

4. *The Defendant is directed to disclose to the Plaintiff, the details of all receivables and/or monies received from September 30, 2024 until December 19, 2024 (“Period 1”), arising out of and/or in relation to each of the Assigned Assets (at Exhibit N to the Plaintiff). This disclosure shall also be made by filing an Affidavit on or before January 2, 2025 in this Hon’ble Court.*

5. *The Defendant is directed to disclose to the Plaintiff, the details of all receivables and / or monies that are received from and after December 20, 2024, arising out of and/or in relation to each of the Assigned Assets (at Exhibit N to the Plaintiff) (“Period 2”). This disclosure shall also be made by filing an Affidavit on a monthly basis in this Hon’ble Court.*

6. *The Defendant is directed to disclose to the Plaintiff, the details of the vendors with whom the Underlying Documents underlying the Assigned Assets (at Exhibit N to the Plaintiff) are lying on or before January 2, 2025. This disclosure shall also be made by filing an Affidavit in this Hon’ble Court on or before 2nd January, 2025.*

7. *The Defendant is directed to allow the Plaintiff’s representatives and agents to inspect and take copies of the documents relating to the Assigned Assets (including documents in relation to the underlying security/ mortgages).*

8. *The Court Receiver, High Court Bombay is appointed as the Receiver of the 'Assigned Assets' (Exhibit N to the Plaintiff) with all powers under Order XL of the Code of Civil Procedure, 1908 on the following terms;*

a. The Defendant is directed to disclose to the Court Receiver, High Court Bombay, the details of all receivables and/or monies received from September 30, 2024 until December 19, 2024 ("Period 1"), arising out of and/or in relation to each of the Assigned Assets (at Exhibit N to the Plaintiff). This disclosure shall also be made by filing an Affidavit on or before January 2, 2025 in this Hon'ble Court.

a. The Defendant is directed to disclose to the Court Receiver on a monthly basis, the details of all receivables and / or monies that are received from and after December 20, 2024, arising out of and/or in relation to each of the Assigned Assets (at Exhibit N to the Plaintiff) ("Period 2").

b. The Court Receiver, High Court Bombay is directed to forthwith open a no-lien bank account with Federal Bank, Fort branch, in trust for the plaintiff. The said escrow account will be opened in the name of the Plaintiff i.e., "Northern Arc Capital Ltd. Escrow Account". It shall be opened forthwith and on or before December 30, 2024.

c. The Defendant shall, within 10 days of this Order, deposit all receivables received during Period 1; and deposit all receivables that are received during Period 2, within 2 days of the receipt thereof; in the aforementioned bank account opened by the Court Receiver, High Court Bombay.

9. *This Order shall continue till further Orders of this Hon'ble Court. This Order shall not impact the rights of the end borrowers.*

10. *The Defendant shall file an Affidavit in Reply within four weeks on or before 17th January, 2025. The Plaintiff may file a Rejoinder within 2 weeks thereafter, on or before 31st January, 2025.*

11. *All rights and contentions of the Parties are kept open. Plaintiff is given liberty to apply."*

50. The case of the Applicant in IA 4529/2025 is also based upon identical Order dated 20.12.2024 passed by the Bombay High Court in Interim Application (L) NO. 38013 of 2024 IN COMM. SUIT (L) NO. 37972 of 2024 wherein the Debenture Holders subscribed to non-convertible debentures ("NCDs") of Rs. 30 crores issued by Aviom India Housing Finance Pvt. Ltd. dated October 26, 2021.

51. The case of the Applicant in IA 4500/2025 is also based upon identical Order dated 20.12.2024 passed by the Bombay High Court in Interim Application (L) NO. 38084 of 2024 IN COMM. SUIT (L) NO. 38000 of 2024 wherein the Debenture Holders subscribed to non-convertible debentures ("NCDs") of Rs. 30 crores issued by Aviom India Housing Finance Pvt. Ltd. dated October 26, 2021.

52. The case of the Applicant in IA 4618/2025 is also based upon identical Order dated 20.12.2024 passed by the Bombay High Court in Interim Application (L) NO. 38017 of 2024 IN COMM. SUIT (L) NO. 37924 of 2024 wherein the Debenture Holders subscribed to non-convertible debentures

("NCDs") of Rs. 60 crores issued by Aviom India Housing Finance Pvt. Ltd. dated October 26, 2021.

53. It is found that in IA No. 4504/2025, there is no reference of any Order passed by the Hon'ble Bombay High Court.

54. We have perused all the four Orders passed by the Bombay High Court dated 20.12.2024. The lead Order is passed in Interim Application (L) NO. 38013 of 2024 IN COMM. SUIT (L) NO. 37972 of 2024 which is in respect of IA 4529/2025.

55. The aforesaid Order of Bombay High Court indicate that the Order was passed on an application filed by the Plaintiff (Applicant herein) for seeking urgent ad-interim reliefs. In para 1 to 9 of the Order, Hon'ble High Court has recorded the reasons for urgency in the matter. We may point out that in para 4 of the said Order, High Court has recorded that on 19.12.2024, a Ld. Senior Counsel instructed by a Law firm had appeared and sought time to file reply to the IA pending in the High Court. However, as recorded in para 8 of the Order, Ld. Senior Counsel for the said Law firm have informed the High Court that the Defendant has instructed them to not appear any further in the said proceedings. No other advocate or counsel or representative seems to be appointed by the Defendant in their place in the said proceedings. In these circumstances, arguments of Plaintiff on ad interim relief were heard by the Hon'ble High Court. Submissions made by Ld. Senior Counsel on behalf of the Plaintiff are discussed in details in para 10 to 21 of the Order of the High

Court. Observations/findings of the High Court are recorded in para 22 of the said Order. Para 22 of the Order reads as under:

“22. Having heard Mr. Dwarkadas, I am satisfied that this is a fit case for granting ad-interim relief. The communications of 22nd November 2024 issued by the Defendant admit to the inaccuracy of its financial statements, the fictitious entries made in its mutual fund statements, its forensic audit by the NHB and the likelihood of action by the Central Government pursuant to report by its current auditors under Section 143(12) of the Companies Act. It appears that the Defendant has since defaulted on its dues to the Plaintiff and to other lenders. I am prima facie satisfied that the Plaintiff has rightly acquired the Defendant’s right, title and interest in the loan assets acquired under the Assignment Agreement. The balance of convenience prima facie appears to lie in the Plaintiff’s favour since it appears to have rightly stepped into the Defendant’s shoes and acquired the latter’s right title and interest in the loan assets assigned under the Assignment Agreement. In view of the facts set out above and the fraud that appears to have been admitted by the Defendant itself, I am satisfied that this is a fit case for issuing measures to secure the receivables that have accrued and/or may accrue from the assigned loan assets. In the backdrop of the admitted defaults of the Defendant and the emergent circumstances set out above, I am of the view that protective measures with respect to the loan receivables are warranted in order to preserve the subject matter of the Suit. I agree with Mr. Dwarkadas that at this stage, the non-grant of ad-interim reliefs may

render the Suit infructuous. This will likely cause the Plaintiff irreparable injury since its right title and interest in the assigned loan assets will be obliterated and/or impaired.”

56. The High Court has given certain directions to the Respondent in para 23 to 28 of the said Order. Para 23 to 28 are reproduced here:

“23. In these premises, I find it fit to pass the following ad-interim Order.

24. The Defendant shall disclose to the Plaintiff, the details of all receivables and/or monies received from September 30, 2024 until December 19, 2024 (“Period 1”), arising out of and/or in relation to each of the Assigned Assets (defined in the respective Interim Applications).

This disclosure shall also be made by filing an Affidavit on or before January 2, 2025 in this Hon’ble Court. 25. The Defendant is directed to disclose to the Plaintiff, the details of all receivables and / or monies that are received from and after December 20, 2024, arising out of and/or in relation to each of the Assigned Assets (at Exhibit R to the Plaintiff) (“Period 2”). This disclosure shall also be made by filing an Affidavit on a monthly basis in this Hon’ble Court.

26. The Defendant is directed to disclose to the Plaintiff, the details of the vendors with whom the Underlying Documents underlying the Assigned Assets (at Exhibit R to the Plaintiff) are lying on or before January 2, 2025. This disclosure shall also be made by filing an Affidavit in this Hon’ble Court on or before 2nd January, 2025.

27. *The Defendant is directed to allow the Plaintiff's representatives and agents to inspect and take copies of the documents relating to the Assigned Assets (including documents in relation to the underlying security/mortgages).*

28 *The Court Receiver, High Court Bombay is appointed as the Receiver of the 'Assigned Assets' (Exhibit R to the Plaint) with all powers under Order XL of the Code of Civil Procedure, 1908 on the following terms;*

a. The Defendant is directed to disclose to the Court Receiver, High Court Bombay, the details of all receivables and/or monies received from September 30, 2024 until December 19, 2024 ("Period 1"), arising out of and/or in relation to each of the Assigned Assets (at Exhibit R to the Plaint). This disclosure shall also be made by filing an Affidavit on or before January 2, 2025 in this Hon'ble Court.

b. The Defendant is directed to disclose to the Court Receiver on a monthly basis, the details of all receivables and / or monies that are received from and after December 20, 2024, arising out of and/or in relation to each of the Assigned Assets (at Exhibit R to the Plaint) ("Period 2").

c. The Court Receiver, High Court Bombay is directed to forthwith open a no-lien bank account with Federal Bank, Fort branch, in trust for the plaintiff. The said escrow account will be opened in the name of the Plaintiff i.e., "Northern Arc Capital Ltd. Escrow Account". It shall be opened forthwith and on or before December 30, 2024.

d. The Defendant shall, within 10 days of this Order, deposit all receivables received during Period 1; and deposit all receivables that are received during Period 2, within 2 days of the receipt thereof; in the aforementioned bank account opened by the Court Receiver, High Court Bombay.”

57. Remaining part of the High Court Order read as under:

“29. This Order shall continue till further Orders of this Hon’ble Court. This Order shall not impact the rights of the end borrowers.

30. The Defendant shall file an Affidavit in Reply within four weeks on or before 17th January, 2025. The Plaintiff may file a Rejoinder within 2 weeks thereafter, on or before 31st January, 2025.

31. All rights and contentions of the Parties are kept open. Plaintiff is given liberty to apply.

32. Place the Interim Application on 3rd February, 2025.”

58. The High Court has passed directions similar to Para 23 to 28 of the aforesaid Order in other three Commercial Suit between the same parties i.e. in

- (i) IA No. (L) NO. 38047 of 2024 in Commercial Suit (L) NO. 37936 of 2024 (relates to our IA No. 4497/2025)
- (ii) IA (L) NO.38084 of 2024 IN COMM. SUIT (L) NO.38000 of 2024 (relates to our IA No. 4500 of 2025)

(iii) IA (L) NO.38017 of 2024 IN COMM. SUIT (L) NO.37924 of 2024
(relates to our IA No. 4618 of 2025).

59. As stated above, in respect of IA No. 4504/2025, there is no Order passed by the Hon'ble Bombay High Court.

60. Respondent Administrator in their reply has pointed out that all abovementioned Commercial Suits were taken up by the Bombay High Court on 03.02.2025. Hon'ble High Court was informed by the Ld Counsel that on 27th January, 2025, the RBI has appointed Administrator in respect of defendant and filed Petition for initiation of CIRP in terms of Section 227 read with Section 239(2)(zk) of the IBC (present Petition) and Interim Moratorium in terms of Rule 5 and 6 of the IBBI (Insolvency and Liquidation Proceedings of Financial Service Provides and Application to Adjudication Authority) Rules, 2019 read with Section 14(1) of IBC has commenced. Therefore, Hon'ble high Court has adjourned the Commercial Suit sine die. Order dated 03.02.2025 read as under:

"Pursuant to order dated 21" January, 2025, today when the matter is called out, Mr. Rohan Kadam, learned Counsel appearing for the Applicants in these applications submits that after the order dated 21st January, 2025, on 27th January 2025, the Reserve Bank of India has appointed an Administrator in respect of the Defendant and has filed an application for initiation of Corporate Insolvency Resolution Process ("CIRP") against the Defendant under Section 227 read with clause (zk) of sub-section (2) of Section 239 of the Insolvency and Bankruptcy Code,

2016 ("IBC") read with Rules 5 and 6 of the Insolvency and Bankruptcy (Insolvency and Liquidation Proceedings of Financial Service Providers and Application to Adjudication Authority) Rules, 2019 ("FSP Insolvency Rules"). Mr. Kadam, learned Counsel would submit that in accordance with Rule 5(b)(i) of the FSP Insolvency Rules, an interim moratorium commences on and from the date of filing of the application till its admission or rejection. Mr. Kadam, learned Counsel submits that since the application has been filed on 30' January, 2025, the interim moratorium in terms of Section 14 (1) (a) has commenced and that this Court cannot proceed with the matter and adjourn the matter sine die.

2. Mr. Niket Dalal, learned Counsel for the Administrator of the Defendant confirms the same and requests that the matter be adjourned sine die with liberty to apply upon the passing of an order by the National Company Law Tribunal ("NCLT").

3. Having heard the learned Counsel and having considered the Press Release dated 30' January, 2025 of the Reserve Bank of India as tendered across the bar by Mr. Kadam, this Court is of the view that the Interim Applications as well as Commercial Suits be adjourned sine die.

Liberty to apply.”

61. This Adjudicating Authority vide Order 20.02.2025 has admitted the Company Petition CP (IB) No.95/ND/2025 filed by the Reserve Bank of India, under Section 227 of the Code read with Rule 5 of the Insolvency & Bankruptcy (Insolvency and Liquidation Proceedings of Financial Service

Providers and Application to Adjudicating Authority) Rules, 2019 for initiating Corporate Insolvency Resolution Process against Aviom India Housing Finance Private Limited. As mentioned in the said Order, Interim Moratorium in terms of Rule 5(b)(i) of aforesaid Rules had commenced from the date of filing the Petition. From the date of Order i.e. 20.02.2025 moratorium in terms of Section 14 of the Code has also been imposed. In view the moratorium, the High Court has rightly adjourned civil suits sine die.

62. The Respondent/Administrator in Para 24 of their reply in IA No. 4529/2025 has stated as under:

“24. Without admitting that any reliance can be placed on the Ad-Interim BHC Order when the subject matter of the issue before the Hon'ble Bombay High Court is now before this Hon'ble Tribunal on account of initiation of CIRP of the Corporate Debtor, any interim order is now subject to the insolvency proceedings under the Code and the Administrator cannot be compelled to distribute/ appropriate any disputed assets where title and avoidability of such assets are live issues before this Hon'ble Tribunal. It is further pertinent to note that the Hon'ble Bombay High Court, recognizing that adjudication of any issues arising from the 30 crores TL-1 Transaction are now a subject matter to be adjudicated by this Hon'ble Tribunal, had adjourned the Commercial Suit sine die on 3 February 2025, which order was never objected/ challenged by the Applicant.”

63. The Bombay High Court has passed interim Order(s) dated 20.12.2024 on applications filed by the Applicant for seeking ad interim relief in Commercial Suits filed by it. These orders were passed prior to initiation of CIRP and even prior to filing of Petition by the RBI under Section 227 of the IBC, thus prior to commencement of the interim moratorium.

Execution of Order of High Court during moratorium under Section 14

64. As stated above, in terms of Rule 5 (b) of the Insolvency and Bankruptcy (Insolvency and Liquidation Proceedings of Financial Service Providers and Application to Adjudicating Authority) Rules 2019, save as provided in Section 14 of the IBC, an interim moratorium shall commence from the date of filing application for initiation of CIRP till its admission or rejection. Relevant part of Rule 5 read as under:

“5. Corporate Insolvency Resolution Process of financial service providers.— The provisions of the Code relating to the Corporate Insolvency Resolution Process of the corporate debtor shall, mutatis mutandis apply, to the insolvency resolution process of a financial service provider subject to the following modifications, namely:—

(a) Initiation of Corporate Insolvency Resolution Process.-....

(b) Moratorium.- Save as provided in section 14,- (i) an interim moratorium shall commence on and from the date of filing of the application under clause (a) till its admission or rejection; and

ii) the license or registration which authorises the financial service provider to engage in the business of providing financial services shall not be suspended or cancelled during the interim-moratorium and the corporate insolvency resolution process.

Explanation.- For the purposes of this clause, “interim moratorium” shall have the effect of the provisions of sub-sections (1), (2) and (3) of section 14.”

65. As mentioned in the High Court Order dated 03.02.2025, an Application for initiation of CIRP under Section 227 of the Code was filed by the RBI on 30.01.2025. Therefore, interim moratorium in terms aforementioned Rules commenced from the date of filing of Application. Further, on admitting the Petition for CIRP, on 20.02.2025, moratorium in terms of Section 14 of the Code has been ordered. Relevant part of Order dated 20.02.2025 read as under:

“Therefore, this Adjudicating Authority hereby admits this Petition and orders as follows:

a) The Petition bearing CP (IB) No.95/ND/2025 filed by the Reserve Bank of India, the Appropriate Regulator, under section 227 of the Code read with rule 5 of the Insolvency & Bankruptcy (Insolvency and Liquidation Proceedings of Financial Service Providers and Application to Adjudicating Authority) Rules, 2019 for initiating Corporate Insolvency Resolution Process against Aviom India Housing Finance Private Limited

[CIN: U65993DL2016PTC291377], the Financial Service Provider, is hereby admitted.

b) There shall be moratorium in terms of section 14 of the Code in respect of Financial Service Provider from the date of this Order. It may be noted that in terms of Rule 5(b)(i) of the Insolvency and Bankruptcy (Insolvency and Liquidation Proceedings of Financial Service Provider and Application to Adjudicating Authority) Rules, 2019, an interim moratorium has already commenced from the date of filing of this petition.

c) The moratorium shall have effect from the date of this order till the completion of the CIRP or until this Adjudicating Authority approves the resolution plan under section 31(1) of the IBC or passes an order for liquidation of the Financial Service Provider under section 33 of the Code, as the case may be.”

66. Thus, in fact moratorium in terms of Section 14 IBC came to effect on 30.01.2025. If we see Section 14(1)(a), during moratorium there is prohibition of the institution of suits or continuation of pending suits or proceedings against the corporate debtor including *execution of any judgment, decree or order in any court of law*, tribunal, arbitration panel or other authority. Section 14(1) read as under:

“14. Moratorium.—(1) Subject to provisions of sub-sections (2) and (3), on the insolvency commencement date, the adjudicating authority shall by order declare moratorium for prohibiting all of the following, namely—
(a) the institution of suits or continuation of pending suits or proceedings against the corporate debtor **including execution of any judgment,**

decree or order in any court of law, tribunal, arbitration panel or other authority;

(b) transferring, encumbering, alienating or disposing of by the corporate debtor any of its assets or any legal right or beneficial interest therein;

(c) any action to foreclose, recover or enforce any security interest created by the corporate debtor in respect of its property including any action under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (54 of 2002);

(d) the recovery of any property by an owner or lessor where such property is occupied by or in the possession of the corporate debtor.

Explanation.—For the purposes of this sub-section, it is hereby clarified that notwithstanding anything contained in any other law for the time being in force, a licence, permit, registration, quota, concession, clearances or a similar grant or right given by the Central Government, State Government, local authority, sectoral regulator or any other authority constituted under any other law for the time being in force, shall not be suspended or terminated on the grounds of insolvency, subject to the condition that there is no default in payment of current dues arising for the use or continuation of the licence, permit, registration, quota, concession, clearances or a similar grant or right during the moratorium period.

67. Thus, as per Section 14(1)(a), after the commencement of interim moratorium and moratorium by Order dated 20.02.2025, no proceedings against the corporate debtor seeking execution of any order of court can be instituted or can continue pending such proceedings. Supreme Court in ***Ansal Crown Heights Flat Buyers Assn. v. Ansal Crown Infrabuild (P) Ltd., (2024) 5 SCC 745*** considered an appeal filed against the order of

NCDRC wherein the National Commission had held that the decree cannot be executed against the company due to the operation of the moratorium under Section 14 IBC. Supreme Court viewed that during the operation of moratorium under Section 14, no execution against the Company (corporate debtor) can continue but execution can continue against directors etc. if they are liable. Similar view was taken by the Supreme Court in **Anjali Rathi v. Today Homes & Infrastructure (P) Ltd., (2023) 16 SCC 678.**

68. The above discussion clearly indicates that after the commencement of interim moratorium and moratorium, no proceedings against the Corporate Debtor can be initiated for execution of High Court Order dated 20.12.2024. The Administrator/Resolution Professional has step into shoes of the Corporate Debtor, therefore, the same prohibition also exists in respect of Respondent-Administrator/Resolution Professional. Moreover, the Order(s) dated 20.12.2024 were passed by the Bombay High Court in applications filed by the Applicant for seeking ad interim relief. No response from the Corporate Debtor was sought/filed. These Orders have not been passed after conclusion of trial or adducing evidence by the parties of the commercial suit(s). Therefore, these Orders cannot be said to be final findings of facts or law declared by the High Court.

69. Therefore, the applicant is precluded to initiate any proceeding for execution of Order of High Court dated 20.12.2024. When the Applicant is prohibited to initiate any execution proceedings in the concerned Court for seeking execution of High Court Order dated 20.12.2024, then no direction

from this Adjudicating Authority under Section 60(5) of the IBC can be sought to the effect that all amounts in and all Receivables deposited be deposited in the Stipulated Account Escrow Accounts in terms Order of the Hon'ble Bombay High Court dated December 20, 2024. In view of the operation of moratorium, no such direction on the strength of the High Court Order dated 20.12.2024 can be passed.

Execution of Assignment deed(s)

70. Applicant in all IAs have relied upon Assignment Agreement(s). We may refer to those Assignment Agreement(s). These Assignment Agreements have been stated to be entered between the Applicant as Assignee and Corporate Debtor as Assignor.

71. Assignment Agreement placed on record in IA No. 4497/2025 indicate that Assignor has for the purpose of conducting its business issued Debentures pursuant to the Debenture Trust Deed. The Assignor has utilised the proceeds of the Debentures to grant financial assistance in the form of loans to certain Obligors on terms and conditions contained in the Underlying Documents entered into with such Obligors. Under these Underlying Documents, the Assignor is entitled to receive from the Obligors and the Obligors are liable to pay to the Assignor, the Receivables. Further, the Assignor has hypothecated, by way of a first and exclusive charge, such Receivables in favour of the Debenture Trustee to secure the Debentures, for the benefit of the Debenture Holders. The Debenture Trustee is entitled to call upon the Assignor to transfer and assign the Assigned Assets from the

Assignor to the Assignee. The Debenture Trustee is desirous to have the Receivables assigned to the Assignee to hold the Receivables in trust for the benefit of the Debenture Holders and the Assignee is desirous to acquire and hold the Assigned Assets in trust for the benefit of the Debenture Holders. As mentioned in Clause 2.1 of the Assignment Agreement, in consideration of payment of Purchase Consideration by the Assignee which is deemed to be fully paid on the date of execution hereof, when ownership of the Assigned Assets is hereunder transferred completely to the Assignee. As per Clause 2.4, the Assignor agrees and acknowledges that it will hold, in trust, the Secured Assets and the underlying Mortgage Security Interest created over such Secured Assets. The Assignment Agreement has been signed on behalf of Assignor by Catalyst Trusteeship Limited its capacity as the agent of Assignor pursuant to Power of Attorney under the Unattested Deed of Hypothecation dated January 11, 2022 executed by the Assignor.

72. Respondent in their reply has stated that said assignment was in the nature of a self-sale where the Debenture Trustee of the Applicant (using the special power of attorney granted to it) assigned the 42 Crore NCD-2 assigned assets to the applicant.

73. Assignment Agreement placed on record in IA No. 4500/2025 also contain similar clauses and has been signed on behalf of Assignor by Catalyst Trusteeship Limited its capacity as the agent of Assignor pursuant to Power of Attorney dated 26.10.2021 executed by the Assignor. Respondent in their reply has stated that they have questioned the legality of the assignment

agreement in Section 43 and 45 Applications. Further, the Applicant by entering into the said 30 crores NCD-1 Assignment Agreement, has effectively caused the transfer of the Corporate Debtor's assets to the Applicant through the Debenture Trustee (appointed by the Applicant), at a time when the Applicant/Debenture Trustee had neither issued any notice of default under the relevant Loan Agreement or accelerated the repayments, nor had any notice been issued for recall of the relevant loan.

74. Assignment Agreement placed on record in IA No. 4504/2025 indicate that the same was stated to be executed between the Corporate Debtor as assignor and Debenture Trustee namely Catalyst Trusteeship Limited, as Assignee. However, we found that on behalf of Assignor (Corporate Debtor) it has been signed by the Catalyst Trusteeship Limited in its capacity as agent of Corporate Debtor (Assignor) in pursuance of Special Power of Attorney dated January 30, 2024 given by the CD. The Respondent Resolution Professional in their reply has stated that the assignment agreement was in the nature of a self-sale where the Debenture Trustee of the Applicant (using the special power of attorney granted to it) assigned the 60 Crores NCDs3 Assigned Assets to, the Applicant.

75. Assignment Agreement placed on record in IA 4529/2025 also contain similar clauses and has been executed between the Applicant as Assignee and Corporate Debtor as Assignor. However, on behalf of Assignor, it has been signed by the Applicant- Assignee in its capacity as an agent of Corporate Debtor in pursuant to a Special Power of Attorney dated 09.06.2023. Thus,

the Assignment Agreement has been signed by the Applicant as Assignor as well as Assignee. On behalf of Assignor, the Applicant has signed in the capacity of Power of Attorney Holder. Respondent in their reply has stated that Applicant has not given any prior information to the Corporate Debtor before signing Assignment Agreement.

76. Assignment Agreement placed on record in IA 4618/2025 also contain similar clauses and has been executed between the Applicant as Assignee and Corporate Debtor as Assignor. However, on behalf of Assignor, it has been signed by the Applicant- Assignee in its capacity as an agent of Corporate Debtor in pursuant to a Special Power of Attorney dated 30.04.2024. Thus, the Assignment Agreement has been signed by the Applicant as Assignor as well as Assignee. On behalf of Assignor, the Applicant has signed in the capacity of Power of Attorney Holder. The Respondent in their reply has stated that Applicant has not given any prior information to the Corporate Debtor before signing Assignment Agreement.

77. The above discussions reveals that in all the Assignment Agreements, Corporate Debtor is stated to be Assignor, and the Applicant is Assignee. However, in all these Assignment Agreements, signature on behalf of Assignor has been put by the Applicant or Debenture Trustee in a capacity of Agent (Power of Attorney Holder) of the Corporate Debtor.

Execution of Servicing Agreement-

78. The Applicant has relied upon a Servicing Agreement dated 07.01.2025 executed between the Applicant (as owner of the Assigned Assets) and the

Corporate Debtor, as servicer. This Servicing Agreement has been executed on the basis of Assignment Agreement. As per Clause 2.1 of the Agreement NACL (applicant herein) appointed the Corporate Debtor as Servicer for the purpose of managing, collecting and remitting to the Collection and Payout Account the all amounts arising from the Assigned Assets and to provide certain other services. As per Clause 3.3, the Servicer will hold all amounts received in respect of each of the Loan Agreements, in trust for and for the benefit of NACL (applicant).

79. The Respondent-Administrator in their reply has stated that on the Corporate Debtor the Servicing Agreement was signed by one Ms Kaajal Aijaz IImi, its then Managing Director and Chief Executive Officer. Due to investigation in the affairs of CD, she was sent on gardening leave w.e.f. 13 November 2024 till further notice, by the CD.

80. The Respondent- Resolution Professional in their reply to all IAs has stated that all these Assignment Agreements and subsequent Servicing Agreements have been questioned in PUFEE applications filed under Sections 43, 44, 45 etc. Respondent has also questioned the valuation and the factum of default in repayment and money paid by the Corporate Debtor. Respondent has further submitted that allowing these IAs at this stage and before deciding PUFEE Applications would make PUFEE applications infructuous.

Whether Receivable etc can be treated assets of Corporate Debtor

81. Applicant in these IAs has submitted that by virtue of the Assignment Agreement and subsequent Servicing Agreement dated 07.01.2025, all

receivable etc. become property of the Applicant and the Corporate Debtor is holding these amounts as a trustee. Therefore, in terms of Explanation to Section 18 of IBC, read with Notification being S.O. 464(E), issued by the Ministry of Corporate Affairs, these are not assets of the Corporate Debtor and Resolution Professional is obliged to give to the applicant.

82. As far as legal aspect is concern, there is no ambiguity. The assets owned by the third party in possession of Corporate Debtor held under trust are not to be treated assets of the Corporate Debtor. However, in the present case in hand, contention of the Applicant is based upon the Assignment Agreements and Servicing Agreements dated 07.01.2025. Admittedly, all those Agreements have been questioned in Applications filed by the Respondent Resolution Professional under Sections 43, 45, 46 and 49 of the IBC. All those IAs are still pending adjudication. As stated in previous paragraphs, (para 46-47) these IAs are to be considered at appropriate stage. Without considering and deciding PUFÉ applications, at this stage giving directions as sought by the Applicant would certainly make PUFÉ applications infructuous. We may however make it clear that we have not expressed any view on the legality/merits of Assignment Agreements and Servicing Agreement.

83. It has also been brought to our knowledge that an application for approval of Resolution Plan has already been filed by the Resolution Professional which is under consideration of this Adjudicating Authority. Further Applicant has also filed Applications for objecting the Resolution Plan

which are also pending adjudication. Rights of the Applicant shall also be considered while considering applications for objection to the Resolution Plan. Therefore, in our view balance of convenience is not in favour of applicant. However, in order to protect the interest of Applicant and to avoid that no irreparable loss is caused to the applicant, Resolution Professional should ensure that in case in the PUFEE applications, Assignments Agreements and/or Servicing Agreements are not found preferential, or undervalued or avoidable or for defrauding the creditors, necessary provision for honouring assignment agreements and servicing agreement are in place in the Resolution Plan or otherwise.

84. All IAs i.e. IA 4497/2025, 4500/2025, 4504/2025, 4529/2025 & 4618/2025 are disposed off in above terms.

Let a copy of the order be served to the parties.

Sd/-

(ANU JAGMOHAN SINGH)
MEMBER (TECHNICAL)

Sd/-

(MAHENDRA KHANDELWAL)
MEMBER (JUDICIAL)

IN THE NATIONAL COMPANY LAW TRIBUNAL, NEW DELHI
COURT-V

Item No.-515

IB-95/ND/2025

**IA/3301/2025, IA/3655/2025, IA/3604/2025, IA/3605/2025,
IA/3606/2025, IA/3607/2025, IA/3842/2025, IA/3552/2025,
IA/3568/2025, IA/3569/2025, IA/3588/2025, IA/4551/2025,
IA/4893/2025, IA/4954/2025, IA/5215/2025, IA/5226/2025,
IA/5228/2025, IA/5232/2025, IA/5263/2025, IA/5323/2025,
IA/5594/2025, IA/6180/2025, IA/978/2026**

IN THE MATTER OF:

Reserve Bank of India

....Applicant

Vs.

Aviom India Housing Finance Private Limited

.....Respondent

SECTION

Under Section 227 IBC

Order delivered on 28.04.2026

CORAM:

**SHRI MANNI SANKARIAH SHANMUGA SUNDARAM
HON'BLE MEMBER (JUDICIAL)**

**MS. REENA SINHA PURI
HON'BLE MEMBER (TECHNICAL)**

HYBRID HEARING (PHYSICAL & VC)

PRESENT:

For the Applicant : Mr. Gopal Jain, Sr. Adv. Mr. Rohan Kadam, Ms. Sonali Jain, Advs. in IA/5215/2025, IA/5226/2025, IA/5228/2025, IA/5232/2025, IA/5263/2025, IA/978/2026
Ms. Srideepa Bhattacharyya, Ms. Neha Shivhare, Ms. Anoushka Chauhan, Advs. in IA/4954/2025
Mr. Vaijyant Paliwal, Mr. Sagar Dhawan, Ms. Mohana Nijhawan, Ms. Charu Bansal, Mr. Gaurav Arora, Ms. Diksha Sharma, Ms. Shruti Poddar, Advs. for Administrator

For the Respondent : Mr. Gopal Jain, Sr. Adv. Mr. Rohan Kadam, Ms. Sonali Jain, Advs. in IA/5323/2025
Ms. Roopali Lakhotia, Mr. Adithya S. Nair, Advs. for R-3 in IA/5323/2025

: Mr. Abhishek Yadav, Ms. Komal Bharti, Advs. in
IA/3568/2025
Adv. Ahsan Ahmad, Adv. Rachit Ranjan, Adv. Askhat
Gautam for R-14

For the HDFC Bank : Ms. Shweta Saini, Adv., in IA/3605/2025

For the Phoenix ARC : Mr. Shikhar Kumar in IA/3604/2025

ORDER

IA-3301/2025, IA-3655/2025, IA-3604/2025, IA-3605/2025, IA-3606/2025, IA-3607/2025, IA-3842/2025, IA-3552/2025, IA-3568/2025, IA-3569/2025, IA-3588/2025, IA-4551/2025, IA-4893/2025, IA-4954/2025, IA-5215/2025, IA-5226/2025, IA-5228/2025, IA-5232/2025, IA-5263/2025, IA-5323/2025, IA-5594/2025, IA-6180/2025, IA-978/2026

List all these applications on **12.05.2026**.

**Sd/-
(REENA SINHA PURI)
MEMBER (T)**

**Sd/-
(MANNI SANKARIAH SHANMUGA SUNDARAM)
MEMBER (J)**