S.No.1

IN THE NATIONAL COMPANY LAW TRIBUNAL
HYDERABAD BENCH – 1
VC AND PHYSICAL (HYBRID) MODE
ATTENDANCE CUM ORDER SHEET OF THE HEARING HELD ON
21-05-2026 AT 12:45 P.M.

CP(IB) No. 97/7/HDB/2018
AND
IA (IBC) (Liq.,) 13/2025, IA (IBC) 695/2026 in IA (IBC) (Liq .,) 13/2025 & IA (IBC) 786/2026 in IA (IBC) (Liq .,) 13/2025 in CP(IB) No. 97/7/HDB/2018
u/s. 7 of IBC, 2016

IN THE MATTER OF:
JM Financial Asset Reconstruction Company Ltd **…Financial Creditor**
AND
Bheema Cements Ltd **…Corporate Debtor**

C O R A M:-
SH. RAJEEV BHARDWAJ, HON'BLE MEMBER (JUDICIAL)
SH. SANJAY PURI, HON'BLE MEMBER (TECHNICAL)

O R D E R

IA (IBC) (Liq.,) 13/2025

Present: Mr. G Madhusudan Rao, Erstwhile RP.

Mr. K Prasanna Sai Raghuveer, Party-in-Person.

Orders pronounced, recorded vide separate sheets.

In the result, this application is allowed and disposed of.

IA (IBC) 695/2026 in IA (IBC) (Liq .,) 13/2025

Present: Mr. G Madhusudan Rao, Erstwhile RP.

Mr. K Prasanna Sai Raghuveer, Party-in-Person.

Orders pronounced, recorded vide separate sheets.

In the result, this application is dismissed.

Contd…P2

IA (IBC) 786/2026 in IA (IBC) (Liq .,) 13/2025

Present: Mr. G Madhusudan Rao, Erstwhile RP.

Mr. K Prasanna Sai Raghuveer, Party-in-Person.

Orders pronounced, recorded vide separate sheets.

In the result, this application is dismissed.

Sd/- **Sd/-**

MEMBER (T) **MEMBER (J)**

IN THE NATIONAL COMPANY LAW TRIBUNAL
HYDERABAD BENCH - I

IA(IBC)(Liq.)13/2025, IA (IBC) 695/2026 in IA(IBC)(Liq.)13/2025 & IA(IBC) 786/2026 in IA(IBC)(Liq.)13/2025

in

CP (IB) No.97/7/HDB/2018

In the matter of M/s.JM Financial Asset Reconstruction Company Limited vs. M/s.Bheema Cements Limited

1. **IA(IBC)(Liq.)13/2025** - **Date of Institution: 24.10.2025**

In the matter of:

Mr.G.Madhusudhan Rao,
Ex-Resolution Professional & Monitoring Committee Member
(IBBI/IPA-001/IP-P00181/2017-18/10360)
7-1-285, Flat No.103, Sri Sai Swapna Sampada Apartments
Balkampet
Hyderabad – 500 0038.

…Applicant/Ex-Resolution Professional & Monitoring Committee Member

Vs.

Successful Resolution Applicant (SRA) of
M/s.Bheema Cements Limited through Consortium
of M/s.Fortuna Engi Tech and Structural (India)
Private Limited and Mr.Prasanna Sai Raghuveer
Kandula, Mr.Tadimella Rajakishore and M/s.Murgud
Vincom Private Limited
6-3-652/C/A, Flat 5-A,
"Kautilya", Amrutha Estates, Somajuguda
Besides Medinova
Hyderabad – 500 082.

…Respondent

Counsels/Parties Present:

For the Applicant : Mr. S. Vivek Reddy, Learned Senior Counsel for the Applicant
Mr. G. Madhusudan Rao, Erstwhile RP

Party-in-Person : Mr. Prasanna Sai Raghuveer

2. IA (IBC) 695/2026 in IA(IBC)(Liq.)13/2025 - Date of Institution: 12.03.2026

In the matter of:

Successful Resolution Applicant of
M/s.Bheema Cements Limited,
Consortium of Fortuna Engi Tech and Structurals (India) Private Limited
represented by Prasanna Sai Raghuveer Kandula

…Applicant

Vs.

Mr. G.Madhusudhan Rao
Former Resolution Professional and Resolution Plan Monitoring Committee Member of
M/s.Bheema Cements Limited.

…Resolution Professional/Respondent.

Counsels/Parties present:

For the Applicant : Mr. K.Sathakarni, Learned Counsel for the SRA

For the Respondent: Mr.G.Madhusudhan Rao, Ex-Resolution Professional & Monitoring Committee Member

3. IA (IBC) 786/2026 in IA(IBC)(Liq.)13/2025 - Date of Institution: 11.05.2026

In the matter of:

Mr.G.Madhusudhan Rao,
Ex-Resolution Professional & Monitoring Committee Member
(IBBI/IPA-001/IP-P00181/2017-18/10360)
7-1-285, Flat No.103, Sri Sai Swapna Sampada Apartments
Balkampet
Hyderabad – 500 0038.

…Applicant/Ex-Resolution Professional & Monitoring Committee Member

Vs.

Successful Resolution Applicant (SRA) of
M/s.Bheema Cements Limited through Consortium
of M/s.Fortuna Engi Tech and Structural (India)
Private Limited and Mr.Prasanna Sai Raghuveer
Kandula, Mr.Tadimella Rajakishore and M/s.Murgud
Vincom Private Limited
6-3-652/C/A, Flat 5-A,
"Kautilya", Amrutha Estates, Somajuguda
Besides Medinova
Hyderabad – 500 082.

…Respondent

Counsels/Parties present:

For the Applicant : Mr.G.Madhusudhan Rao, Ex-Resolution Professional & Monitoring Committee Member

For the Respondent: Mr. K.Sathakarni, Learned Counsel for the SRA

Date of Order: 21.05.2026

Coram:

Shri Rajeev Bhardwaj, Hon'ble Member (Judicial)
Shri Sanjay Puri, Hon'ble Member (Technical)

1. The Insolvency and Bankruptcy Code, 2016 is founded upon the principles of transparency, certainty, time-bound resolution and maximisation of value of assets of the Corporate Debtor. The insolvency framework places a significant degree of trust upon the Resolution Professional, who acts as an officer of the Court and is expected to conduct the process in an independent, impartial and legally compliant manner so as to preserve the integrity of the Corporate Insolvency Resolution Process.

2. The present case discloses a deeply disturbing pattern in the implementation of the Approved Resolution Plan, where repeated defaults committed by the Successful Resolution Applicant were followed by successive liquidation applications filed through Mr. G. Madhusudhan Rao and thereafter withdrawn on the basis of private arrangements and revised payment schedules dehors the timelines fixed by the Hon'ble NCLAT. The manner in which the process has been repeatedly altered raises serious concerns regarding adherence to the statutory framework of the Insolvency and Bankruptcy Code, 2016 and the sanctity of judicial orders passed from time to time.

3. The material placed on record prima facie indicates that instead of ensuring strict enforcement of the Approved Resolution Plan and the directions issued by the Hon'ble NCLAT, the Monitoring Committee, acting through the erstwhile Resolution Professional, repeatedly facilitated restructuring of payment obligations and extensions beyond the timelines judicially fixed, thereby permitting the CIRP implementation process to drift indefinitely over several years. Such conduct, if permitted unchecked, would defeat the fundamental objective of the Code, namely certainty, finality and timely resolution.

Background of the Case

1. CP (IB) No. 97/7/HDB/2018 titled *JM Financial Asset Reconstruction Company Limited v. Bheema Cements Limited* was admitted into Corporate Insolvency Resolution Process (**CIRP**) by this Adjudicating Authority vide Order dated 09.07.2018. Pursuant thereto, Mr. G. Madhusudhan Rao was appointed as the Interim Resolution Professional (**IRP**) and was subsequently confirmed as the Resolution Professional (**RP**) on 06.08.2018.

2. Thereafter, upon completion of the CIRP process in accordance with the provisions of the Insolvency and Bankruptcy Code, 2016 (**IBC**), the Committee of Creditors (**CoC**) approved the Resolution Plan submitted in respect of the Corporate Debtor, namely Bheema Cements Limited, by a Consortium comprising M/s. Fortuna Engi Tech and Structurals (India) Private Limited, Mr. T. Raja Kishore, Mr. Prasanna Sai Raghuveer Kandula, Promoter of Fortuna and Murgud Vincom Private Limited.

3. The said Resolution Plan was thereafter approved by this Adjudicating Authority vide Order dated 11.02.2020 passed in IA No. 1065 of 2019.

4. Brief summary of the Approved Resolution Plan is hereunder:

S.No.	Particulars of Consideration	Rs.in Crores
1	Cash/Bank payment (Principal)	190.00
2	Interest proposed	19.62
3	Shares to the Secured Financial Creditors	2.61
	Total Resolution Plan Consideration	**212.23**

5. The total Resolution Plan consideration was proposed to be paid in the following manner:

A. Principal payable

Particulars of Payment	Due from Effective Date in months	Rs.in Crores
1st instalment	30 days	10.00
2nd instalment	3 months	20.00
3rd instalment	16 months	50.00
4th instalment	22 months	50.00
5th instalment	28 months	60.00
Total		**190.00**

B. Interest

i. From the effective date till the date of the Commercial production date plus three months or 9 months whichever is earlier no interest will be charged.

ii. Interest @5% PA will be paid monthly from 10th month till 16th month and interest @6% PA to be accumulated from 10th month till 16th month and paid in 28th month.

iii. Interest @11% PA will be paid monthly from 17th month till 28th month.

C. Shares to the Secured Financial Creditors

As per the Approved Resolution Plan 8% of total first-time subscribed Equity Share Capital, i.e. Rs.2.61 crores consisting of Equity Shares of Rs.26.10 lakhs should be given to the Secured Financial Creditors as under:

S.No.	Name of the Secured Financial Creditor	Share Capital not exceeding Rs.in Crs.	No. of Shares not exceeding (No.in Lakhs)
1	JMF Asset Reconstruction Company Limited	2.436	24.360
2	Corporation Bank	0.174	1.740
	Total	**2.610**	**26.100**

6. However, on applications filed by the SRA from time to time, repeated extensions came to be granted. Initially, vide Order dated 10.10.2022 passed in IA No. 634 of 2022, a further period of six months was granted. Thereafter, vide Order dated 04.01.2023 passed in IA No. 1538 of 2022, an additional period of eight months over and above the earlier extension was granted. The details are given hereunder:

S.No.	Details of IA and reasons for extension	Date of Order	Period available for implementation	Last Date for complete implementation of the Plan
1	IA No.1065/2019 Approval of Resolution Plan	11.02.2020	28 months	10.06.2022
2	IA No. 634/2022 by SRA for exclusion of lockdown period	10.10.2022 First Extension	Entire payment within 6 months from the date of order	09.04.2023
3	IA No. 1538/2022 filed by SRA	04.01.2023 Second Extension.	8 months Additional period over and above the above 6 months First Extension.	26.12.2023
4	Company Appeal No. 84/2023 by UBI and CA No.391/2024 filed by SRA against the order in IA No. 1538/2022	19.01.2024 (Hon'ble NCLAT, Chennai)	Entire payment on or before 31.03.2024.	31.03.2024

7. Upon failure of the Successful Resolution Applicant (**SRA**) to pay the resolution consideration in terms of the Resolution Plan and the extensions granted from time to time, IA (IBC)(Liq.)13 of 2025 came to be filed by Mr. G. Madhusudhan Rao, Ex-Resolution Professional and Member of the Resolution Plan Monitoring Committee, on behalf of Union Bank of India. After hearing the parties, the matter was reserved for orders.

8. Thereafter, the SRA filed IA No. 695 of 2026 on 12.03.2026 seeking reopening of the hearing in IA (IBC)(Liq.) 13 of 2025 and for an opportunity to file a Counter Affidavit. Subsequently, Mr. G. Madhusudhan Rao filed IA (IBC) No. 786 of 2026 on 11.05.2026 on behalf of Union Bank of India seeking withdrawal of IA (IBC) (Liq.) 13 of 2025. Since no reasons had been assigned for seeking such withdrawal, a Memo dated 06.03.2026 came to be filed explaining the withdrawal of the application.

9. The aforesaid three IAs are the subject matter of consideration in the present order. Since all the applications are interlinked and interconnected, they are being taken up together for adjudication.

IA (IBC) (Liq.)13 of 2025 filed on 24.10.2025 by Mr. G. Madhusudhan Rao, Ex-Resolution Professional and Member of the Resolution Plan Monitoring Committee, on behalf of Union Bank of India

10. The principal ground urged in IA (IBC) (Liq.) 13 of 2025 is that despite repeated extensions granted by this Adjudicating Authority as well as by the Hon'ble NCLAT, the SRA failed to pay the Resolution Amount in terms of the Approved Resolution Plan within the stipulated timelines. It is not in dispute that the third instalment of ₹50 Crores was paid only partly to the extent of

₹12.50 Crores, leaving a balance amount of ₹37.50 Crores, and that the entire fourth instalment of ₹50 Crores and fifth/final instalment of ₹60 Crores together with applicable interest remained unpaid. Thus, according to the Applicant, substantial amounts together with accrued interest remained outstanding even after expiry of the extended timelines granted from time to time.

11. In Para 11 of the Application, the outstanding dues have been reflected as under:

Particulars of Installment	**Due from Original Effective Date** (As per the Plan approved on 11.02.2020)	**Rs. in Crores**
3rd Installment	Due since 15.06.2021	37.50
4th Installment	Due since 15.12.2021	50.00
5th Installment	Due since 15.06.2022	60.00
Interest payable	Monthly payable	Interest
Total		**147.50 + Interest**

12. In view of the continued default in payment of the resolution consideration, the Monitoring Committee, in its 31st Meeting held on 02.01.2024, resolved to initiate appropriate proceedings seeking liquidation of the Corporate Debtor.

13. Accordingly, IA (IBC) (Liq.) 9 of 2024 came to be filed on behalf of Union Bank of India (**UBI**) successor of Corporation Bank upon merger with UBI on 01.04.2020, pursuant to the Order dated 19.01.2024 passed by the Hon'ble NCLAT, Chennai in Company Appeal (AT) (CH) (Ins.) No.84/2023 on account of non-payment of the resolution amount by the SRA. It is stated that the SRA thereafter paid an amount of ₹6 Crores on 05.08.2024 and agreed to pay the balance consideration amount of ₹2,06,67,949/- together with applicable interest within a period of 12 months. Recording the said undertaking, the Applicant filed an Affidavit in IA (IBC) (Liq.) 9 of 2024 on 13.08.2024. However, despite the said undertaking, the SRA failed to pay any further amount on or before the stipulated date, i.e.04.08.2025.

14. Consequently, in the 35th Meeting of the Monitoring Committee held on 20.08.2025 and in the 36th Meeting held on 04.09.2025, it was resolved to initiate appropriate proceedings seeking liquidation of the Corporate Debtor, namely M/s. Bheema Cements Limited.

IA No. 695 of 2026 in IA(IBC)(Liq.) 13/2025 filed on 12.03.2026 by SRA

15. The SRA has filed IA No. 695 of 2026 seeking reopening of the hearing in IA (IBC) (Liq.) 13 of 2025 and for grant of an opportunity to file a counter affidavit. It is pointed out therein that an earlier liquidation application, namely IA (IBC) (Liq.) 15 of 2024 filed on behalf JM Financial Asset Reconstruction Company Limited, had already been withdrawn. It is further contended that the present application has been filed at the instance of Union Bank of India, though the Monitoring Committee had allegedly already taken

a decision to withdraw the same. According to the SRA, for reasons best known to the Applicant, the application was not withdrawn till date.

16. With regard to the payments already made, it has been stated in Para 11 of the application that the SRA, as on date, has paid an amount of ₹62.75 Crores towards the Resolution Plan consideration, apart from infusing nearly ₹20 Crores separately for operationalising and reviving the Corporate Debtor. The SRA has further expressed its willingness to pay the remaining amount by stating that its promoter/director-deponent is willing to surrender his rights in the shares held by him in String Metaverse Limited, constituting 6.804% of the total equity share capital comprising 79,59,47,477 equity shares, which are presently stated to be valued at approximately ₹150 Crores, whereas the balance principal amount payable by the SRA is stated to be only about ₹137 Crores.

17. However, it is also stated that the shareholding in String Metaverse Limited is presently under a lock-in period till November, 2026. The SRA has further contended that substantial investments have already been made for implementation of the Resolution Plan and revival of the Corporate Debtor and, therefore, the circumstances under which the payments could not be made within the stipulated period deserve to be considered before passing any adverse orders.

18. It is relevant to mention that there is no necessity of filing a separate counter in IA (IBC)(Liq.)13 of 2025, since in the earlier liquidation applications, namely IA (IBC)(Liq.) 9 of 2024 and IA (IBC)(Liq.) 15 of 2024, the SRA had already filed counters raising substantially similar pleadings and contentions,

which are being considered for the purpose of adjudication of the present application also, in addition to the subsequent facts brought on record. In the said counters, the SRA took the following stand:

a) The Insolvency and Bankruptcy Code, 2016 has been enacted with the primary objective of resolving insolvency and bankruptcy cases in a time-bound manner, maximising the value of the assets of the Corporate Debtor and ensuring revival of distressed companies wherever feasible. It is submitted that under Section 31(1) of the IBC, once a Resolution Plan is approved by the Committee of Creditors and thereafter sanctioned by the Adjudicating Authority, the same becomes binding on all stakeholders, including Government Authorities and Statutory Authorities.

b) According to the SRA, even after approval of the Resolution Plan, the Power Company, the Department of Mines and Geology, and the State Level Environment Impact Assessment Authority did not cooperate in implementation of the Resolution Plan. It is stated that the appeal preferred by the Power Company against approval of the Resolution Plan was dismissed by the Hon'ble Supreme Court in Civil Appeal No. 4587 of 2022 vide Order dated 21.08.2023. However, the Mining Department allegedly failed to consider renewal of the mining licence, because of which the Corporate Debtor could not be brought into operational condition.

c) The SRA has further contended that it has already paid an amount of ₹43.48 Crores towards the Resolution Plan consideration and additionally infused a sum of ₹19.50 Crores for operationalisation and revival of the Corporate Debtor, thereby making a total infusion of approximately ₹62 Crores. It is submitted that the remaining amount was proposed to be raised through loans; however, the SRA could not secure the same because of the pending litigations and alleged non-cooperation by various Statutory Authorities from the date of approval of the Resolution Plan.

d) It is also contended that the Resolution Professional failed to disclose complete information in the Information Memorandum in terms of Section 29 of the Code. According to the SRA, there were several undisclosed issues relating to the assets and properties of the Corporate Debtor, including illegal encroachments and unauthorised cultivation over the lands belonging to the Corporate Debtor. It is submitted that substantial time and expenditure were incurred by the SRA in clearing such litigations and resolving possession-related disputes.

e) In the aforesaid circumstances, the SRA was constrained to file IA No. 634 of 2022 seeking extension of time for implementation of the Resolution Plan and this Adjudicating Authority vide Order dated 10.10.2022 extended the timeline by a further period of six months. As this Authority did not consider the non-cooperation of various statutory authorities and further pendency of cases, the SRA preferred Company Appeal No. 423 of 2022 before the Hon'ble NCLAT.

Subsequently, the said appeal came to be withdrawn with liberty to the SRA to move a fresh interlocutory application seeking extension of time.

f) Accordingly, the SRA filed IA No. 1538 of 2022 seeking further extension of time and also seeking directions against the Statutory Authorities for implementation of the Resolution Plan. This Adjudicating Authority vide order dated 04.01.2023 partly allowed the application by granting an additional period of eight months for implementation of the Resolution Plan; however, no directions were issued against the Statutory Authorities. The prayer seeking exclusion of the period during which proceedings were pending before various Courts, including the Hon'ble Supreme Court, was also not granted.

g) Aggrieved thereby, both the SRA and Union Bank of India preferred independent appeals before the Hon'ble NCLAT, Chennai, being Company Appeal No. 391 of 2023 and Company Appeal No. 84 of 2023 respectively. It is stated that during the pendency of the said appeals, the SRA filed an affidavit before the Hon'ble NCLAT expressing its bona fides and willingness to complete the implementation of the Resolution Plan. After taking into consideration the periodic payments made by the SRA, the Hon'ble NCLAT passed orders; however, no specific directions were issued against the Mining Department for implementation of the Resolution Plan.

h) It is further submitted that the SRA thereafter preferred proceedings before the Hon'ble Supreme Court, which are stated to be pending consideration, seeking directions restraining coercive steps towards liquidation of the Corporate Debtor and for consequential directions against the concerned authorities for effective implementation of the Resolution Plan.

IA No 786 of 2026 filed on 11.05.2026 in response to the direction of this Authority to the Memo dated 06.03.2026 for the withdrawal of IA (IBC) (Liq.) 13 of 2025

19. On 06.03.2026, Mr. G. Madhusudhan Rao, on behalf of Union Bank of India, filed a Memo seeking withdrawal of IA(IBC)(Liq.) 13 of 2025 in view of the default committed by the SRA in complying with the earlier Orders dated 04.10.2024 passed in IA (IBC)(Liq.) 9 of 2024.

20. Since no reasons whatsoever were assigned for seeking withdrawal of the liquidation application, this Adjudicating Authority directed the Applicant to furnish detailed reasons and justification for the proposed withdrawal.

21. Pursuant thereto, IA No. 786 of 2026 came to be filed on 11.05.2026 stating, inter alia, that the Resolution Plan had not been fully implemented by the SRA and that, after the orders passed by this Adjudicating Authority on 03.12.2024 and 04.10.2024 respectively, the SRA had paid only ₹1.75 Crores to JM Financial Asset Reconstruction Company Limited and no amount whatsoever to Union Bank of India.

22. It has further been stated that by virtue of the amendment to the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016, introduced through Notification dated 14.10.2025, the provisions relating to sale of the Corporate Debtor or sale of its business as a going concern had been omitted. In view of the said regulatory change, the members of the Monitoring Committee considered it necessary to seek revival of the Corporate Insolvency Resolution Process and to initiate a fresh process, since sale of the assets of the Corporate Debtor in a piecemeal manner would substantially and adversely affect the value of the Corporate Debtor and result in significantly diminished realisation as compared to sale of the Corporate Debtor as a going concern.

23. It is further stated that a Memo had also been filed on 04.12.2025 seeking withdrawal of IA (IBC) (Liq.)15 of 2024. While considering the same, this Adjudicating Authority observed that the issue relating to restoration of the CIRP would be considered at the appropriate stage, if and when such occasion arose, and accordingly the liquidation application came to be dismissed on 09.12.2025.

24. It is further submitted that when the issue relating to the present application was discussed in the meetings of the Monitoring Committee and the Committee resolved to seek restoration of the CIRP process and issuance of a fresh Form-G.

25. Insofar as the contention of the SRA that only the Performance Guarantee amount could be forfeited is concerned, it is submitted that the SRA had furnished an undertaking vide letter dated 18.10.2024 stating that, in the event of non-payment/default, the entire amount already paid by the SRA would also be liable to be forfeited. In the aforesaid circumstances, it has been prayed that IA (IBC)(Liq.) 13 of 2025 be permitted to be withdrawn.

26. We have heard learned counsel in all the IAs and have gone through the entire record.

Findings

27. At the outset, this Adjudicating Authority is conscious of the fact that SRA may seek to justify the delay in implementation of the Resolution Plan on the ground of difficulties allegedly faced in restoration of power supply, mining approvals, environmental clearances and pendency of litigations before various Forums. However, such circumstances, even if assumed to exist initially, cannot justify repeated and continuous breach of solemn undertakings furnished before Judicial Forums over a prolonged period extending several years beyond the timelines originally contemplated under the Approved Resolution Plan.

28. What is of far greater concern to us is not merely the default committed by the SRA, but the manner in which the implementation process itself has been dealt with by the Resolution Professional/Monitoring Committee Member, namely Mr. G. Madhusudhan Rao. A Resolution Professional is an officer of the Court and occupies a position of trust within the insolvency framework.

Such an officer is expected to act independently, transparently and strictly in accordance with the provisions of the Insolvency and Bankruptcy Code, 2016, while safeguarding the sanctity of the CIRP process and protecting the interests of all stakeholders.

29. The material placed on record prima facie discloses that, instead of ensuring strict implementation of the Approved Resolution Plan and enforcement of the Judicial directions issued from time to time, the Resolution Professional/Monitoring Committee Member repeatedly facilitated consensual arrangements dehors the timelines fixed by the Judicial Orders, particularly the Order dated 19.01.2024 passed by the Hon'ble NCLAT, Chennai. Repeated Liquidation Applications were filed on account of admitted defaults committed by the SRA and, thereafter, withdrawn on the basis of fresh undertakings and revised repayment proposals. Such conduct has resulted in continuous prolongation of the implementation process far beyond the statutory timelines contemplated under the IBC.

30. The sequence of events assumes considerable significance, particularly in light of the Order dated 19.01.2024 passed by the Hon'ble NCLAT, Chennai, in Company Appeal (AT) (CH) (INS) No. 84 of 2023 filed by Union Bank of India and Company Appeal (AT) (CH) (INS) No. 391 of 2023 filed by the Successful Resolution Applicant against the Order dated 04.01.2023 passed in IA No. 1538 of 2022 (Pages 111–118 of the Application), whereby an extension of eight months was granted for implementation of the Resolution Plan, reckoned from the expiry of the earlier extension of six months granted vide Order in IA No. 634 of 2022. It is pertinent to note that under the Approved Resolution Plan sanctioned by this Adjudicating Authority vide

Order dated 11.02.2020 in IA No. 1065 of 2019, the entire Resolution Plan was originally required to be implemented within a period of 28 months, i.e., on or before 10.06.2022. Despite the said timeline, repeated extensions had already been granted from time to time solely to enable the Successful Resolution Applicant to implement the Resolution Plan.

31. The Hon'ble NCLAT, while disposing of the aforesaid Appeals, recorded the Affidavit dated 18.01.2024 filed by the SRA containing a categorical and unconditional undertaking regarding payment of the entire outstanding Resolution Plan amount within specifically stipulated timelines. The Hon'ble NCLAT further recorded the consent given by Union Bank of India to the said proposal and, taking into consideration the object of the IBC to ensure revival of the Corporate Debtor and avoid Liquidation as a measure of last resort, exercised its powers under Rule 11 and accepted the proposal of the SRA. The Affidavit given by the SRA is recorded in Para No.4 and further Para Nos. 5 and 7 are also relevant:

> 4. Heard both parties at length. During the pendency of the Appeal, the Resolution Applicant/Appellant in Company Appeal (AT)(CH)(INS) No. 391/2023, filed an Affidavit dated 18.01.2024 with a proposal, which is reproduced as hereunder:
>
> > "*2. ……, the Resolution Applicant herein proposes to pay the remaining monies due under the resolution plan on the following terms:*
> >
> > a. ***All monies due to the Union Bank of India, shall be paid in full, on or before 31.03.2024.***
> >
> > b. *Rs.10 Crores shall be paid on or before 19.04.2024 to JM Financial Asset Reconstruction Company Ltd.*

c. The remaining money due under the resolution plan will thereafter be paid in three equated quarterly installments, in the following manner:

i. 1/3rd of the remaining amount due under the Resolution Plan shall be paid on or before 19.07.2024.

ii. 1/3rd of the remaining amount due under the Resolution Plan shall be paid on or before 19.10.2024.

iii. 1/3rd of the remaining amount due under the Resolution Plan shall be paid on or before 19.01.2025.

3. It is submitted that the delay in the case at hand has ensued only on account of the delay in restoration of power and delay in obtaining necessary approvals from the concerned authorities. The delay that has ensued is therefore, neither willful nor wanton and the resolution applicant is serious and willing to implement the resolution plan in letter and spirit, with the cooperation of all concerned statutory authorities. To this end, the Resolution Applicant, in addition to the aforesaid amounts, intends to infuse further funds required for operationalization of the plant of the Corporate Debtor, which, the Resolution Applicant herein seeks to bring to operationalization on or before 19.05.2024 with the receipt of necessary approvals from the concerned authorities".

5. On a pointed query from the Bench to Mr. Varun Srinivasan, Learned Counsel appearing for Union Bank of India/Appellant in Comp. App (AT)(CH)(INS) No. 84/2023, whether this proposal was acceptable, the Learned Counsel on instructions, submitted that as all the amounts due to the Bank was resolved to be paid in full on or before 31.03.2024, the said proposal was acceptable to the Appellant herein/the Union Bank of India. Having regard to the consent given by the Appellant/Union Bank of India, both these Appeals are being disposed of with the following directions:

a. The entire amount due to the Appellant/Union Bank of India, in Comp. App (AT)(CH)(INS) No. 84/2023, shall be paid in full, on or before 31.03.2024.

b. Rs. 10 Crores shall be paid on or before 19.04.2024 to JM Financial Asset Reconstruction Company Ltd.

c. The remaining money due under the Resolution Plan *shall* be paid in three equal quarterly instalments, in three Tranches, the First Tranche to be completed on or before 19.07.2024; the Second Tranche on or before 19.10.2024; and the Third Tranche on or before 19.01.2025.

7. Both these Appeals are disposed of with the aforenoted directions. Needless to add, *in case of any Breach of any of the Payment Terms or undertaking given in the Affidavit or even if one Tranche of Payment is violated, the 'Appeal',* preferred by the Successful Resolution Applicant is deemed to be dismissed and the 'Appeal', preferred by the Union Bank of India is deemed to be allowed and the Union Bank of India/JM Financials, may approach the Adjudicating Authority, seeking 'Order of Liquidation'. No. order as to costs. The connected pending Insolvency Applications are closed.

32. A plain reading of the aforesaid directions leaves no manner of doubt regarding the obligations cast upon the SRA. The entire amount payable to Union Bank of India was directed to be paid on or before 31.03.2024; an amount of ₹10 Crores payable to JM Financial Asset Reconstruction Company Limited was directed to be paid on or before 19.04.2024; and the remaining Resolution Plan amount was directed to be paid in three equal quarterly tranches, the final tranche being payable on or before 19.01.2025.

33. More importantly, the Hon'ble NCLAT specifically provided that, in the event of breach of any of the payment terms, undertaking or even a single tranche of payment, the Appeal preferred by the SRA would stand deemed dismissed and the Appeal preferred by Union Bank of India would stand deemed allowed, with liberty to Union Bank of India/JM Financial Asset Reconstruction Company Limited to approach this Adjudicating Authority seeking an Order of Liquidation.

34. It is also relevant to note that the Appeal preferred by JM Financial Asset Reconstruction Company Limited against the Order dated 19.01.2024 of the Hon'ble NCLAT came to be dismissed by the Hon'ble Supreme Court in Civil Appeal Nos. 3154-3155 of 2024 vide Order dated 05.03.2024 with the following observations:

> "We hope and trust that the successful resolution applicant will comply with the directions/terms now fixed in the impugned judgement/order for the payment of dues to the appellant JM Financial Asset Reconstruction Company Ltd."

35. The aforesaid observations of the Hon'ble Supreme Court further reinforce the binding and mandatory nature of the timelines and payment obligations fixed by the Hon'ble NCLAT. Therefore, once the Successful Resolution Applicant admittedly committed defaults in complying with the timelines stipulated under the Order dated 19.01.2024, the consequences contemplated under Paragraph 7 thereof automatically came into operation. The indulgence granted by the Hon'ble NCLAT thus stood exhausted upon the occurrence of such default, and the Financial Creditors became entitled to seek liquidation in terms of the liberty expressly reserved therein. Thus, the implementation period of the Resolution Plan, which originally expired on 10.06.2022, already

stood extended first by six months vide Order dated 10.10.2022 passed in IA No. 634 of 2022 and thereafter by a further eight months vide Order dated 04.01.2023 passed in IA No. 1538 of 2022.

36. Thus, the Order dated 19.01.2024 passed by the Hon'ble NCLAT, Chennai, in Company Appeal (AT) (CH) (INS) No. 84 of 2023 and Company Appeal (AT) (CH) (INS) No. 391 of 2023, as well as dismissal of Civil Appeal Nos. 3154-3155 of 2024 by the Hon'ble Supreme Court vide Order dated 05.03.2024, assume considerable significance for the purpose of examining the subsequent events relating to filing and withdrawal of IA (IBC)(Liq.) 9 of 2024, IA (IBC)(Liq.) 15 of 2024 and IA (IBC)(Liq.)13 of 2025.

IA (IBC) (Liq.) 9 of 2024 filed on 03.04.2024

37. Pursuant to the admitted default committed by the SRA in complying with the timelines fixed by the Hon'ble NCLAT, Union Bank of India initiated liquidation proceedings by filing IA (IBC)(Liq.) 9 of 2024 on 03.04.2024 through Mr. G. Madhusudhan Rao, Ex-Resolution Professional and Member of the Monitoring Committee.

38. However, the said application subsequently came to be withdrawn on the basis of an Affidavit/Memo dated 13.08.2024 filed through the said Resolution Professional, wherein it was stated that the SRA had paid an amount of ₹6 Crores on 05.08.2024 and that Union Bank of India had agreed to permit repayment of the balance amount together with applicable interest within a further period of 12 months. Accordingly, Memo was filed on 19.09.2024 seeking withdrawal of IA (IBC) (Liq.) 9 of 2024, which came to be accepted

by this Adjudicating Authority vide Order dated 04.10.2024. No specific observations regarding the alleged settlement or revised arrangement were recorded in the said Order, apparently in view of the pendency of IA (IBC) (Liq.) No. 15 of 2024.

IA (IBC) (Liq.) 15 of 2024 filed on 23.04.2024

39. Similarly, JM Financial Asset Reconstruction Company Limited also initiated Liquidation Proceedings by filing IA (IBC) (Liq.) 15 of 2024 on 23.04.2024 through the same Resolution Professional/Monitoring Committee Member on account of admitted default committed by the SRA in making payments in terms of the undertaking recorded by the Hon'ble NCLAT.

40. Thereafter, during pendency of the said Application also, a further Revised Repayment Arrangement dated 18.10.2024 came to be entered into between JM Financial Asset Reconstruction Company Limited and the SRA, whereby an entirely fresh payment structure extending the timelines up to 15.09.2025 was proposed. On the basis of the said arrangement, a Memo dated 06.11.2024 was filed seeking withdrawal of IA (IBC)(Liq.) 15 of 2024 and the said arrangement ultimately came to be recorded by this Adjudicating Authority vide Order dated 03.12.2024 while granting liberty to revive the Liquidation Proceedings in the event of default.

41. The Revised Arrangement dated 18.10.2024, as extracted in the Memo filed before this Adjudicating Authority, reads as under:

> It is humbly submitted that the following are the revised payment schedule for implementation of resolution plan for Bheema Cements Limited and other terms agreed/accepted between both the parties i.e JMFARC and Respondent/SRA vide letter dated October 18, 2024:
>
> i. **"Payment Terms:**
>
> a) Resolution Applicant shall make following payments within below mentioned timelines:

S.No.	Instalment	Amount (Rs.In Crores)	Timeline
1	1st Instalment	11.50	**Already paid with proposal**
2	2nd Instalment	3.50	On or before December 20, 2024
3	3rd Instalment	2.50	On or before January 31, 2025
4	4th Instalment	12.50	Realization from purchase of equity shares held by JMFARC (either official buy back or from a SPA from an identified investor) on or before March 15, 2025
5	5th Instalment	20.00	On or before March 15, 2025
6	6th Instalment	50.00	On or before June 15, 2025
7	7th Instalment	126.36 as on September 16, 2024 along with further interest @ 11% p.a compounded monthly from September 16, 2024 till the final payment*	On or before September 15, 2025
	Total	**186.93**	

> * Approximate and final to be communicated at the time of full and final payment.

b) In case NCLT and/or any appropriate forum does not approve the revised repayment schedule for implementation of the Resolution Plan as mentioned above then the amounts already paid by you/SRA till date including 1st instalment of Rs.11.50 Crores shall stand forfeited and not be returned to you/SRA.

c) In the event the revised repayment schedule is approved by NCLT and/or any appropriate forum then in such case, if the Resolution Applicant defaults in payment of any of the instalments as per the revised repayment schedule mentioned above, then all amounts paid by the Resolution Applicant till the date of such default (including all amounts paid by the Resolution Applicant in relation to the implementation of the Resolution Plan) shall stand forfeited and the Resolution Applicant waives all its rights against the same and shall have no recourse whatsoever against the said forfeited amounts. The aforesaid payment shall be made net of all charges that may be incurred by the Resolution Applicant and JMFARC shall receive the amount in full without any deduction or net off what so ever.

ii. **Other terms and conditions**:

a) The Resolution Applicant shall accept the terms of this approval conveyed herein by returning a signed copy of this letter - The Respondent /SRA accepted the letter and submitted to the Applicant i.e. JMFARCL**.**

b) In the event of any single default in payment of any installment as per the approved revised repayment schedule of the resolution plan, JMFARC reserves the right to apply to NCLT and/or any appropriate forum for directions as per applicable law.

c) Time is the essence for this arrangement.

d) Kindly note that the above acceptance of the revised repayment schedule of the Resolution Plan is further subject to approval of Hon'ble NCLT and/or any appropriate forum.

e) Kindly note that the amounts payable by the Resolution Applicant as per the revised repayment schedule above is not contingent upon the outcome of any litigation filed/to be filed by the Resolution Applicant in relation to implementation of the Resolution Plan and/or approval/renewal to be obtained by the Resolution Applicant from any authorities/department including in relation to mining lease and electricity connection.

42. On the basis of the aforesaid Arrangement, IA (IBC) (Liq.) No. 15 of 2024 came to be disposed of by this Adjudicating Authority vide Order dated 03.12.2024, while recording the Revised Arrangement and granting liberty to revive the Liquidation Proceedings in the event of any future default. Subsequently, on account of the default committed by the SRA in adhering to the revised payment schedule, the Applicant filed an Application on 27.01.2025 seeking restoration of IA (IBC) (Liq.) No. 15 of 2024, which ultimately came to be allowed on 01.08.2025 and the said IA was restored. However, thereafter, the said IA again came to be withdrawn at the instance of the Applicant vide Order dated 09.12.2025. Here again, despite admitted breach of the timelines fixed by the Hon'ble NCLAT under Order dated 19.01.2024, no modification or extension of the said judicial directions appear to have been obtained from the Hon'ble NCLAT or the Hon'ble Supreme Court before entering into the revised payment structure extending upto September, 2025.

IA (IBC) (Liq.) 13 of 2025 filed on 24.10.2025

43. IA (IBC) (Liq.) 13 of 2025 came to be filed by Mr. G. Madhusudhan Rao, Ex-Resolution Professional and Monitoring Committee Member, on behalf of Union Bank of India, specifically asserting that the SRA had failed to comply with the undertaking recorded in the Affidavit dated 13.08.2024 filed for withdrawal of IA (IBC) (Liq.) 9 of 2024 and had failed to make payment on or before the due date i.e. 04.08.2025.

44. However, in IA No. 786 of 2026 in IA (IBC) (Liq.) 13 of 2025 filed on 11.05.2026 along with Memo dated 06.03.2026 seeking withdrawal of IA (IBC) (Liq.) 13 of 2025, an altogether different stand came to be taken by contending that, in view of the amendment dated 14.10.2025 to Regulation 32 of the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016, whereby the provisions relating to sale of the Corporate Debtor or its business as a going concern were omitted, liquidation would allegedly result in substantial erosion of value and, therefore, restoration of CIRP and issuance of fresh Form-G were required to be pursued.

45. It has further been contended that the Monitoring Committee, including JM Financial Asset Reconstruction Company Limited holding 93.40% voting share, resolved to seek restoration of CIRP and issuance of fresh Form-G. In this regard, reliance has also been placed upon the observations made by this Adjudicating Authority while permitting withdrawal of IA (IBC) (Liq.) 15 of 2024.

46. In the given circumstances, we don't consider that useful purpose would be served by permitting filing of yet another counter affidavit in IA (IBC) (Liq.) 13 of 2025, particularly when the material facts regarding repeated defaults, revised undertakings and withdrawal of earlier liquidation proceedings are not in dispute. The issues sought to be raised in the proposed counter affidavit substantially overlap with the averments already taken in the earlier counter affidavits filed in IA (IBC) (Liq.) 9 of 2024 and 15 of 2024 and the factual matrix has not undergone any material change thereafter.

47. It is also noticed that in the earlier proceedings relating to IA (IBC) (Liq.) 9 of 2024 and IA (IBC) (Liq.) 15 of 2024, the course consistently adopted by the SRA was to initially seek opportunity for filing counter affidavits and thereafter furnish repeated undertakings and assurances regarding payment of outstanding amounts, which, in turn, appears to have persuaded the concerned Applicants to seek withdrawal of the Liquidation Proceedings. Simultaneously, the conduct of the Monitoring Committee also reflects repeated filing of Liquidation Applications followed by withdrawal of the same on varying grounds after entering into successive revised arrangements with the SRA.

48. The contents of the earlier counter affidavits primarily revolved around assertions regarding the alleged financial capacity of the SRA, alleged non-cooperation by Government Authorities, and repeated assurances and promises for payment of the outstanding amounts. The said issues relating to the alleged financial capacity of the SRA and alleged non-cooperation by Government Authorities had already been considered by the Hon'ble NCLAT in its Order dated 19.01.2024 passed in Company Appeal (AT) (CH) (INS)

No. 84 of 2023 and Company Appeal (AT) (CH) (INS) No. 391 of 2023. The Hon'ble NCLAT, after considering the Affidavit and Undertakings furnished by the SRA, passed detailed directions for implementation of the Resolution Plan. Moreover, in view of Paragraph 7 of the said Order, the Appeal preferred by the SRA stood deemed dismissed upon occurrence of default.

49. Coming to the earlier observations made by this Adjudicating Authority while disposing of IA (IBC) (Liq.) 15 of 2024, it is necessary to note that the observations made at that stage were only in the context of considering withdrawal of IA (IBC) (Liq.) 15 of 2024 and not while adjudicating any substantive prayer seeking restoration of CIRP or issuance of fresh Form-G. Moreover, IA (IBC) (Liq.) 13 of 2025 seeking liquidation on account of subsequent defaults was already pending consideration at the relevant point of time.

50. It is also a settled position that initiation of a second round of CIRP, after approval of a Resolution Plan and completion of the CIRP process, is not ordinarily permissible under the scheme of the Insolvency and Bankruptcy Code, 2016. In the present case, the CIRP was initiated in the year 2018 and more than eight years have already elapsed. The prolonged continuation of litigation is largely attributable to repeated applications filed by the Applicant seeking Liquidation and thereafter withdrawing the same on one ground or another.

51. We are also of the considered view that the amendment to the Liquidation Process Regulations has no direct bearing on the controversy involved in the present proceedings. The said amendment merely concerns the mode of

Liquidation and cannot, by itself, constitute a ground for restoration of CIRP, particularly when the CIRP had already culminated in approval of the Resolution Plan several years ago and repeated opportunities had already been granted for implementation thereof.

Role of Mr. G. Madhusudhan Rao, Ex-Resolution Professional and Monitoring Committee Member

52. In order to properly appreciate the role played by Mr. G. Madhusudhan Rao, Ex-Resolution Professional and Monitoring Committee Member, it becomes necessary to revisit Paragraph 7 of the Order dated 19.01.2024 passed by the Hon'ble NCLAT in Company Appeal (AT) (CH) (INS) No. 84 of 2023 and Company Appeal (AT) (CH) (INS) No. 391 of 2023. The Hon'ble NCLAT had specifically provided that, in the event of breach of any of the payment terms or undertakings furnished by the SRA, the Appeal preferred by the SRA, namely Company Appeal (AT) (CH) (INS) No. 391 of 2023, shall stand deemed dismissed and the Appeal preferred by Union Bank of India, namely Company Appeal (AT) (CH) (INS) No. 84 of 2023, shall stand deemed allowed, with liberty to Union Bank of India/JM Financial Asset Reconstruction Company Limited to approach this Adjudicating Authority seeking an Order of Liquidation. Consequently, upon occurrence of default by the SRA, the conditional indulgence granted by the Hon'ble NCLAT stood exhausted and the SRA could no longer claim benefit of the extended timelines granted under the Order dated 19.01.2024. The said Order was subsequently affirmed by the Hon'ble Supreme Court while dismissing Civil Appeal Nos. 3154-3155 of 2024 vide Order dated 05.03.2024.

53. Despite the aforesaid legal position, it is significant to note that no steps appear to have been taken by Mr. G. Madhusudhan Rao, acting in his capacity as Ex-Resolution Professional and Monitoring Committee Member, either to seek clarification, modification or extension of the directions issued by the Hon'ble NCLAT or to seek any further Orders from the Hon'ble Supreme Court after occurrence of the admitted defaults. On the contrary, successive private repayment arrangements came to be entered into with the SRA, thereby substantially altering the timelines and payment structure fixed by the Hon'ble NCLAT and affirmed by the Hon'ble Supreme Court, without obtaining any corresponding judicial modification from the competent Appellate Forum.

54. It also assumes significance that the SRA, by filing Memo dated 14.08.2024 and Memo dated 19.09.2024 in IA (IBC) (Liq.) 9 of 2024 and 15 of 2024 respectively, sought deferment of adjudication of the Liquidation Applications on the ground that an M.A. vide Diary No. 22958/2024 had allegedly been filed in Civil Appeal Nos. 3154-3155 of 2024 before the Hon'ble Supreme Court and was likely to be listed. However, the said Civil Appeals had already been finally disposed of by the Hon'ble Supreme Court vide Order dated 05.03.2024. Significantly, this factual position was never clarified before this Adjudicating Authority by Mr. G. Madhusudhan Rao, despite the fact that he was representing both Union Bank of India and JM Financial Asset Reconstruction Company Limited in his capacity as Monitoring Committee Member.

55. What further assumes significance is that both the Arrangements, namely the Memo dated 13.08.2024 in IA (IBC) (Liq.) 9 of 2024 and the Revised Repayment Arrangement dated 18.10.2024 in IA (IBC) (Liq.) 15 of 2024, substantially altered and restructured the payment obligations and timelines specifically fixed by the Hon'ble NCLAT under Order dated 19.01.2024 and thereafter affirmed by the Hon'ble Supreme Court. Under the Order of the Hon'ble NCLAT, the final tranche payment was required to be completed on or before 19.01.2025. However, under the subsequent Arrangements facilitated through the Resolution Professional/Monitoring Committee Member, the payment schedule, at least in the case of JM Financial Asset Reconstruction Company Limited, stood extended till 15.09.2025.

56. Prima facie, such conduct demonstrates that despite the specific consequences stipulated by the Hon'ble NCLAT upon occurrence of default, repeated restructuring of payment obligations and extensions of timelines were facilitated without seeking any appropriate clarification, modification or liberty either from the Hon'ble NCLAT or the Hon'ble Supreme Court. Such repeated deviations from judicially fixed timelines cannot be treated as mere commercial arrangements between parties, particularly in proceedings governed by statutory timelines and binding Judicial Orders passed under the Insolvency and Bankruptcy Code, 2016. Though parties may enter into Commercial Arrangements inter se, such Arrangements cannot override or substitute binding Judicial Directions governing implementation of an approved Resolution Plan under the IBC, unless appropriate modification is obtained from the competent Judicial Forum.

57. After occurrence of repeated defaults by the SRA, no Application appears to have been filed either before the Hon'ble NCLAT or the Hon'ble Supreme Court seeking any clarification, modification or extension of the timelines and consequences specifically fixed under the Judicial Orders governing implementation of the Approved Resolution Plan. Equally, no substantive Judicial Orders appear to have been obtained permitting continuation of the implementation process beyond the timelines already fixed by the competent Appellate Forums. On the contrary, despite repeated defaults and filing of Liquidation Applications, the proceedings were repeatedly withdrawn on the basis of fresh private arrangements and revised assurances furnished by the SRA. Prima facie, such a course of conduct effectively permitted continuation of implementation proceedings dehors the binding Judicial Directions and beyond the timelines specifically fixed by the Hon'ble NCLAT under Order dated 19.01.2024.

58. We have also noticed a material distinction in the manner in which IA (IBC) (Liq.) 9 of 2024 and IA (IBC) (Liq.) 15 of 2024 came to be dealt with. In the case of IA (IBC) (Liq.) 15 of 2024 filed on behalf of JM Financial Asset Reconstruction Company Limited, the Revised Repayment Arrangement dated 18.10.2024 was placed before this Adjudicating Authority and the same came to be recorded vide Order dated 03.12.2024 while granting liberty to revive Liquidation Proceedings in the event of future default. However, in the case of IA (IBC) (Liq.) 9 of 2024 filed on behalf of Union Bank of India, the application came to be withdrawn simpliciter on the basis of a Private Arrangement reflected in Memo dated 13.08.2024, without any adjudication regarding the permissibility of altering the timelines fixed by the Hon'ble NCLAT.

59. It is also to be noted that the Monitoring Committee was functioning as a collective body for implementation of the Resolution Plan. No doubt, Section 33(3) of the Insolvency and Bankruptcy Code, 2016 permits any person, other than the Corporate Debtor, whose interests are prejudicially affected by contravention of an approved Resolution Plan, to seek Liquidation of the Corporate Debtor. Thus, an individual Creditor or Member of the Monitoring Committee cannot be said to be denuded of the right to independently approach the Adjudicating Authority merely in the absence of unanimous consensus within the Monitoring Committee. However, in the present case, separate Liquidation Applications came to be filed independently on behalf of Union Bank of India and JM Financial Asset Reconstruction Company Limited, notwithstanding the fact that both Creditors were represented through the same Monitoring Committee Member, namely Mr. G. Madhusudhan Rao, pursuant to resolutions passed by the Monitoring Committee. The subsequent withdrawals of the said proceedings on differing grounds, coupled with the shifting stands adopted from time to time, have materially contributed to uncertainty and the prolonged continuation of implementation proceedings without attaining finality.

60. Thereafter, in IA No. 786 of 2026, yet another stand has been taken that, in view of the Amendment dated 14.10.2025 to Regulation 32 of the IBBI (Liquidation Process) Regulations, 2016, the CIRP itself deserves to be restored. Thus, the proceedings have shifted from seeking liquidation on account of admitted default, to permitting Revised Repayment Arrangements, and thereafter to seeking restoration of CIRP itself. Prima facie, such shifting stands over a prolonged period are inconsistent with the objective of certainty,

finality and time-bound resolution contemplated under the Insolvency and Bankruptcy Code, 2016.

61. Further, the conduct of repeatedly filing Liquidation Applications on account of admitted defaults and thereafter withdrawing the same on the basis of fresh promises, revised repayment schedules and changing stands creates a disturbing picture regarding the manner in which implementation of the Approved Resolution Plan has been permitted to continue for years together without attaining finality. Initially, Liquidation was sought on the ground of admitted breach of the undertaking recorded by the Hon'ble NCLAT. Thereafter, the same proceedings were withdrawn on the basis of Revised Repayment Arrangements. Subsequently, in IA No. 786 of 2026, an altogether new stand has now been taken that, in view of the Amendment dated 14.10.2025 to Regulation 32 of the IBBI (Liquidation Process) Regulations, 2016, the CIRP itself deserves to be restored. Prima facie, permitting such successive shifts in the nature of reliefs sought and continuation of implementation proceedings through repeated Private Arrangements may defeat the discipline of timelines, certainty and finality which form the foundational objectives of the Insolvency and Bankruptcy Code, 2016.

62. A Resolution Professional is an officer of the Court and performs fiduciary and statutory duties under the Insolvency and Bankruptcy Code, 2016. The Hon'ble Supreme Court in ***Committee of Creditors of Essar Steel India Limited v. Satish Kumar Gupta (2020) 8 SCC 531*** has emphasised the importance of timely resolution under the IBC framework, whereas in ***Arcelor Mittal India Private Limited v. Satish Kumar Gupta (2019) 2 SCC 1*** the Hon'ble Supreme Court reiterated that the Code is a time-bound process

intended to prevent value erosion of the Corporate Debtor. Similarly, in ***Ebix Singapore Private Limited v. Committee of Creditors of Educomp Solutions Limited (2021) 3 SCC 401***, the Hon'ble Supreme Court held that the timelines prescribed under the Code cannot be permitted to become open-ended and uncertain. The conduct reflected in the present matter, where implementation has continued endlessly through repeated restructuring arrangements and withdrawals of proceedings, prima facie runs contrary to the very Object and Scheme of the Code.

63. The role of the Resolution Professional under the IBC is not merely procedural in nature but carries corresponding obligations of fairness, transparency, independence and strict adherence to Judicial Orders. The repeated deviations from the timelines fixed by the Hon'ble NCLAT, coupled with successive withdrawals of proceedings without seeking appropriate judicial modification, prima facie raise serious concerns regarding discharge of such obligations in the present matter.

64. It is further pertinent to note that even the predecessor Bench, while deciding IA No. 634 of 2022 vide Order dated 10.10.2022, had made adverse observations regarding the functioning of the Resolution Professional in the following terms:

> "We take a serious view of the fact that the Resolution Professional, being the officer of the Court, failed to bring the developments of non-payment to the notice of the Adjudicating Authority and further failed to appraise the Tribunal about the approval of the revised repayment schedule for implementation of the Resolution Plan without the consent of the Adjudicating Authority, which prima facie goes to prove that the main culprit in the entire process is the Resolution Professional who is the Chairman of the Monitoring Committee."

65. The aforesaid observations, when examined in conjunction with the subsequent sequence of events noticed in the present proceedings, prima facie raise serious concerns regarding adherence to Judicial Orders, discharge of statutory obligations and the manner in which implementation of the Approved Resolution Plan has been monitored over the years. The repeated restructuring of payment schedules, repeated withdrawal of liquidation proceedings and absence of any effective steps to bring finality either through implementation of the Resolution Plan in accordance with Judicial Directions or through Liquidation Proceedings, require examination from the standpoint of professional conduct, independence and compliance with the duties cast upon an Insolvency Professional under the Insolvency and Bankruptcy Code, 2016 and the Regulations framed thereunder.

66. It is further pertinent to note that the Ex-Resolution Professional continued to prosecute and withdraw proceedings relating to implementation of the Resolution Plan over an extended period while admittedly receiving professional fees amounting to Rs 2 lakhs per month from the Monitoring Committee / Stakeholders. Though payment of professional remuneration by itself cannot constitute misconduct, the continuance of repeated proceedings without bringing finality either by implementation of the Resolution Plan in terms of the Judicial Directions or by pursuing Liquidation Proceedings to their logical conclusion, prima facie reflects a course inconsistent with the objective of expeditious resolution contemplated under the Code.

67. In the aforesaid circumstances, we are satisfied that the Resolution Plan has failed and is no longer capable of implementation within the framework of the Judicial Directions issued by the Hon'ble NCLAT and affirmed by the Hon'ble Supreme Court. Consequently, Liquidation of the Corporate Debtor remains the only course available under the Insolvency and Bankruptcy Code, 2016.

Final Order

68. As a sequel to above said findings,

i. *IA (IBC) (Liq.) 13 of 2025 is **allowed**.*

ii. *IA No. 786 of 2026 filed in IA (IBC) (Liq.) No. 13 of 2025 seeking withdrawal of the liquidation application and restoration of CIRP is **dismissed**.*

iii. *IA (IBC) 695/2026 in IA(IBC)(Liq.)13/2025 for filing of counter by SRA is **dismissed**.*

iv. *The Corporate Debtor, namely M/s. Bheema Cements Limited, is hereby ordered to be liquidated in terms of Section 33 of the Insolvency and Bankruptcy Code, 2016.*

v. *Mr.Kalvakolanu Murali Krishna Prasad, bearing Registration No. IBBI/IPA-001/IP-P00967/2017-2018/11588, email: kmk123ip@gmail.com, Mobile No.9866512532 is hereby appointed as the Liquidator under Section 34 of the Insolvency and Bankruptcy Code, 2016. The remuneration of the Liquidator shall be determined in accordance with the applicable provisions of the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016.*

vi. *The provisions of Section 33(5) of the Insolvency and Bankruptcy Code, 2016 shall come into force with immediate effect.*

*vii. The Registry is directed to forward a copy of this Order to the Insolvency and Bankruptcy Board of India (**IBBI**) for such examination/action as may be considered appropriate against Mr. G. Madhusudhan Rao, Ex-Resolution Professional and Monitoring Committee Member, in accordance with Law.*

viii. The IBBI may also examine the issue concerning continuation of prolonged implementation proceedings through successive Revised Repayment Arrangements, repeated withdrawal/restoration of liquidation proceedings and continuation of professional engagement/remuneration in such proceedings, in accordance with Law.

Sd/-

(SANJAY PURI)
MEMBER (TECHNICAL)

Sd/-

(RAJEEV BHARDWAJ)
MEMBER (JUDICIAL)

Syamala