

**NATIONAL COMPANY LAW TRIBUNAL
DIVISION BENCH, COURT – II
CHENNAI**

ATTENDANCE CUM ORDER SHEET OF THE HEARING OF NATIONAL COMPANY LAW TRIBUNAL, CHENNAI BENCH, HELD ON 19.06.2026 AT 10.30 A.M. THROUGH VIDEO CONFERENCING:

**CORAM : SHRI. JYOTI KUMAR TRIPATHI, HON'BLE MEMBER (JUDICIAL)
SHRI. RAVICHANDRAN RAMASAMY, HON'BLE MEMBER (TECHNICAL)**

APPLICATION NUMBER : IA(IBC)/1375(CHE)2025
PETITION NUMBER : CP(IB)/1423(CHE)2019
NAME OF THE APPLICANT : L Subashini
**NAME OF THE RESPONDENT(S) : Mr. Ebenezar Inbaraj Liquidator of
LandMark Housing Projects Chennai
Private Limited**
UNDER SECTION : Sec 42 of IBC,2016

ORDER

Present : Ld. Counsel Mr.B.Thilak Narayanan for the Respondent.

Vide separate order pronounced in open court, **IA(IBC)/1375(CHE)2025**
is Dismissed.

**Sd/-
RAVICHANDRAN RAMASAMY
Member (Technical)**

**Sd/-
JYOTI KUMAR TRIPATHI
Member (Judicial)**

jp

IN THE NATIONAL COMPANY LAW TRIBUNAL,
DIVISION BENCH – II, CHENNAI

I.A. (IBC) / 1375 / (CHE) 2025

In

CP (IBC) / 1423 (CHE) / 2019

(Filed under Section 42 of Insolvency and Bankruptcy Code, 2016 Read with Rule 11 of the National Company Law Tribunal Rules, 2016)

L SUBASHINI,

G-267, Raghunath Vihar Army CHS,
Sector -14, Kharghar,
Navi Mumbai – 410 210

.... Applicant

Vs.

MR. EBENEZAR INBARAJ,

Liquidator of Landmark Housing Projects Chennai Private Limited
397, Precision Plaza, 3rd Floor
No. 23, Third Floor, Anna Salai,
Teynampet, Chennai-600 018

.... Respondent / Liquidator

Order Pronounced on 19th July 2026

CORAM:

Shri. JYOTI KUMAR TRIPATHI, MEMBER (JUDICIAL)

Shri. RAVICHANDRAN RAMASAMY, MEMBER (TECHNICAL)

Present:

For Applicant : S. Satish, Hariprasad. P, Advocates

For Respondent : B. Thilak Narayanan, P. Prasanth, Advocates

ORDER

(Heard through hybrid mode)

This application has been filed by L Subashini, under Section 42 of Insolvency and Bankruptcy Code 2016 r/w Rule 11 of NCLT Rules 2016 as requested by the Applicant, for following reliefs as provided hereunder:

“a) To set aside the order of the Respondent/Liquidator dated 24.06.2025 bearing Lr. No.: Landmark/Claims/18 (communicated vide email dated 01.07.2025) rejecting the claim of the Appellant and consequently direct the Liquidator to process the claim of the Appellant in accordance with law

b) To pass such further orders as this Hon’ble Tribunal may deem fit and proper in the facts and circumstance of the case.”

2. SUBMISSIONS BY THE APPLICANT:

2.1 It is submitted that this Tribunal vide order dated 29.04.2021 admitted the Corporate Debtor into CIRP in CP / 1423 / IB / 2019. Also, this Tribunal vide order dated 16.04.2025 admitted the Corporate Debtor into Liquidation in IA (IBC) / 34 (CHE) / 2025.

2.2 It is submitted that the Respondent had issued Public announcement in Form B, stating 25.05.2025 as the last date for submission of claims. It is further submitted that the Appellant herein has vide email dated 24.05.2025 submitted its claim as financial creditor of by filing the Form D dated 22.05.2025 for an amount of Rs 71,18,125/- (Rupees Seventy One Lakhs Eighteen Thousand One Hundred and Twenty Five) of which the Principal amount is Rs. 15,00,000/- (Rupees Fifteen Lakh) and the interest is Rs. 46,18,125/- (Rupees Forty Six Lakh Eighteen Thousand One Hundred and Twenty Five).

2.3 It is also stated that the respondent vide email dated 11.06.2025 had sought certain clarifications from the appellant. It is stated that the same was explained along with the documents sought vide email dated 17.06.2025.

2.4 However, it is submitted that the respondent vide email dated 01.07.2025 rejected the claim giving the following reason:

"The Claim is rejected as all payments claimed are pre incorporation of the company and not disbursed to the company. Further the same is bared by limitation."

2.5 It is submitted that the Respondent is aware of the fact that the name of the Appellant is recorded in the balance sheet of Landmark Housing Projects Chennai Private Limited as on 31.03.2023 for an amount of Rs. 23,48,125/-.

It is also submitted that the Hon'ble Supreme Court in the case of Asset Reconstruction Company (India) Limited Vs Bishal Jaiswal & Anr in CIVIL APPEAL NO.323 OF 2021, it was held that the an entry made in a balance sheet of a corporate debtor would amount to an acknowledgement of liability under Section 18 of the Limitation Act.

3. SUBMISSIONS OF THE RESPONDENT LIQUIDATOR:

3.1 It is submitted by the respondent in the reply dated 24.08.2025 that the Jindal Steels had filed an application against the Corporate Debtor, M/s. Landmark Housing Projects Chennai Private Limited under Section 9, which was admitted into CIRP vide order dated 29.04.2021 in CP / 1423 / 2019.

3.2 It is further submitted that a resolution plan was accepted by the CoC, which was approved by this tribunal vide order dated 27.06.2022 in IA (IBC) / 417 (CHE) / 2022. However, the promoters failed to comply with the agreed terms of the resolution plan. Hereby, it is stated that the CD is a MSME and hence, the promoters were allowed to participate and submit the resolution plan.

3.3 Thereby, it is stated that this tribunal vide order dated 16.04.2025 had ordered liquidation of the Corporate Debtor in IA / IBC / 34 / CHE / 2025.

3.4 It is submitted that the Applicant had submitted a claim for an amount of Rs 71,18,125/- as a Unsecured Financial Creditor, enclosing an alleged Memorandum of Understanding dated 12.02.2020, which was stated to be executed by the applicant and the Corporate Debtor. It is further stated that there was another MoU executed between T. Udayakumar and Shiram Srinivasan, who is the son of Authorized Representative of Applicant.

3.5 It is submitted that vide email dated 11.06.2025 addressed to the Applicant, the applicant had demanded certain clarifications for the claim verification, which is as follows:

“a) Kindly provide the details of the disbursement of loan to the Corporate Debtor with proof of Bank transfer as claimed by you;

b) Kindly explain how the interest arrived when the MOU itself is silent in agreeing any interest claimed by you;

c) Please produce any other Legal Document in your possession and to substantiate as Financial Creditor except MOU as MOU may not be treated as legally binding document;

d) In spite of having knowledge of the CIRP, you have not filed any claim before IRP/RP please give reasons for the same;

e) You claim that you have been paid interest up to 2015, please provide a Ledger up to date reflecting the principal amount disbursed and amount of interest received from the date of disbursing loan to CD;

f) Please confirm that you have not purchased a Flat or have any other transaction with CD; and

g) Please produce any legal action taken against the CD for recovery of your loan lent.”

3.6 It is submitted that vide email dated 17.06.2025, the applicant had attached a ledger from the company-in-liquidation for the period between 17.05.2013 to 31.03.2014 and also stated that the ledger shows an amount of Rs. 25,00,000/- in the name of SBR Enterprises and that there exists an MoU. However, it is stated that the applicant had not placed any document on record to prove the disbursement of amount to the CD.

3.7 It is further submitted that the applicant claims that M/s Srivari Enterprises had made payment on her behalf, but no documents were placed to substantiate the claim.

3.8 It is submitted that Respondent upon examining all the records furnished on behalf of the Applicant, in support of his claim has rejected the same holding that the claim is time barred and that payments claimed to have been made is the personal Account of the Promotor and the alleged MOU dated 26.08.2010 has not been acted upon, lapsed and barred by limitation. It is further submitted that the communication to that effect was sent vide an email dated 03.07.2025.

3.9 It is submitted that the Applicant had placed heavy reliance on the entry made in Books of Accounts of the subject Company in his name and on the strength of the said entry, the Applicant contended that his claim is alive.

3.10 It is submitted that the applicant had placed a MoU dated 26.08.2010 as the evidence of the claim, however, stated that the company was not even incorporated as on the said date. Also, it is submitted that the name of Applicant has been added in the later Financials of the subject Company, in connivance of the Auditor of the said Company, in the Trade Payable, although the claim of the Applicant has not been filed as an Operational Creditor and instead as a Financial Creditor. Further, it is stated that there was no proof of the carrying trade with the applicant had been placed on record.

3.11 It is additionally submitted that there were many received by him in Form-D as Financial Creditors, pursuant to the Public Announcement made by him, which were made without any proof of disbursement, no Bank Transfer details, no loan documents and in some cases, the amounts were allegedly paid even before the incorporation of the subject Company and the said amounts were said to have been made personally to T.Udayakumar, and further interests were being claimed without any basis, in some cases the rate of interest on the claim is made contrary to the documents relied on by them.

3.12 At this stage, it is stated that the respondent had enquired with the Promoter and the Finance Team, whereby it was informed that the then Statutory Auditor of the Company-in-liquidation, A.Srinivasan is the reason for creating fraudulent claims who is well aware that the Company was admitted into CIRP during, 2021 itself and no claim was filed during CIRP. It is necessary to point out here that the said A.Srinivasan has also acted as Authorised

Representative/Power Agent of similar Claimants, who were connected with A.Srinivasan.

3.13 It is submitted that the said A.Srinivasan holds Registered Sale Agreements of 3 Flats, including the above one. Electricity Connections, Taxes also stand in the name of the said A.Srinivasan in respect of the above 3 Flats. It is stated that there had been a direct conflict of interest in the matter and the collusion and intention to defraud the Company-in-liquidation is evident. It is also submitted that although the said A.Srinivasan though has resigned as the Statutory Auditor of the subject Company is possessing all the records and Tally Data and using the same to file false claims.

3.14 It is submitted that when the claim was under consideration and even after being rejected, the said A.Srinivasan, the then Statutory Auditor of the Company-in-liquidation, appeared before the Respondent for this Applicant as well as few other Claimants and made false, time barred claims and attempted to justify the same.

4. REJOINDER BY THE PETITIONER:

4.1 It is submitted in the rejoinder dated 25.11.2025 filed by the petitioner that the Respondent had suppressed the fact that the main object of Corporate Debtor as per the Memorandum of Association is extracted as follows:

"To takeover all the Assets and Liabilities of the proprietorship firm M/s. Landmark Constructions, Chennai as a going concern."

4.2 It is submitted that the liquidator cannot rely on the fact that the company was incorporated only on 06.05.2013 to deny the lawful claim of the appellant. It is further submitted that the claim is reflected in the books of Corporate Debtor and the same is not being denied by the liquidator.

4.3 It is submitted that the financial statement of the Corporate Debtor had been signed by two Directors of the Corporate Debtor and statutory auditors. Therefore, it is stated that the Promoter and finance team of the Corporate Debtor cannot escape the liability of the Corporate Debtor by accusing the Statutory Auditor of the Company-in-liquidation.

Landmark Housing Projects Chennai P Ltd Annual accounts 2022 23		Schedule 10 Trade Payable
Sachin / Rajalal / Shradha Nichani - Rajan & Co	30000	
Sanjay Kumar Ambalal HUF - Rajan & Co	60000	
Santha Jain - Rajan & Co	60000	
She Champaklal Kapurchandji - Rajan & Co	45000	
Shama R Jain Rajan & Co	60000	
Sharan / Yogesh Rajan - Rajan & Co	25000	
Sheetal Luthria - Rajan & Co	45000	
Shrada M / Mohlal Nichani - Rajan & Co	30000	
Shreya D Jain - Rajan & Co	30000	
Sonal Jain & Ashok Kumar Jain - Rajan & Co	45000	
Soniya Jain Rajan & Co	150000	
S Rajendra Kumar Jain - Rajan & Co	60000	
Sunil M / Esha Nichani - Rajan & Co	30000	
Varsha G - Rajan & Co	60000	
Vasanti Kumar - Rajan & Co	60000	
Vinay P Atsija	300000	
Vishal Kumar B Rajan & Co	45000	
Yogeesha / Rajalal / Sachin Nichani - Rajan & Co	15500	
Yogita & Pravin Kumar - Rajan & Co	30000	
ANITA DEVI	500949	
Anita Devi II	1600778	
Hulas Kumar - HUF	1500779	
Kailash Kumar	500948	
Kailash Kumar - HUF - II	1600778	
Kamal Devi	500949	
Narayandas	500948	
Narayandas - HUF - II	1001897	
Narayandas Sanklecha HUF	500948	
Narayandas Sanklecha HUF - II	1502845	
Nayana Jain - I	3201557	
Rokha Jain - II	1600778	
Sailash Kumar HUF	500949	
Sailash Kumar - HUF - II	1001897	
Padmaja V. Ramana	32131620	
Ramana Shetty K V	17449041	
Mitesh Kumar R	2250000	
Mukesh Kumar Jain Vertica	2250000	
Sejan Lodha	2250000	
Auditor Srinivasan A	450000	
Jaganath J	12500000	
Krishnaveni N	7000000	
SBR Enterprises	2066275	
Sri Vaani Enterprises	6850000	
Sudheshini L - SBR	2348125	
S. S. Ramani	2500000	
SBR - 17	2095600	
SBR - 17	1976231	
SBR - 17	1940300	

5. SUR REJOINER SUBMITTED BY THE RESPONDENT:

5.1 It is submitted in the sur-rejoinder filed by the respondent on 17.01.2026 that the entries made in the Books of Accounts of the Subject Company is result of the fraud played by the Applicant and the Statutory Auditor of the subject Company.

5.2 It is submitted that in the first Audited Balance Sheet filed by the subject Company, now under liquidation, for Financial Year, ending on 31st March, 2014, the Borrowings claimed by the Appellants were not brought into the Books of the subject Company which is seen from the notes to the Balance Sheet.

5.3 It is further submitted that even in the Business Transfer Agreement entered between the said M/s. Landmark Constructions and the subject Company, now under liquidation, dated 16.05.2013, the dues/claims of the Applicant was not been reflected.

5.4 Also, it is further submitted that the name of Applicant has been added in the later Financials of the subject Company, in connivance of the Auditor of the said Company, in the Trade Payable, although the claim of the Applicant has not been filed as an Operational Creditor and instead as a Financial Creditor. In fact, it could be seen that no explanation is forthcoming in the Rejoinder filed by the Applicant regarding the same.

6. **FINDINGS OF THE TRIBUNAL:**

6.1 We have heard the learned counsel for both parties and perused the submissions placed on record.

6.2 The primary issue that arises for consideration is whether the Liquidator was justified in rejecting the claim submitted by the Applicant as an unsecured Financial Creditor.

6.3 At the outset, it is pertinent to note that the Applicant seeks recognition as a Financial Creditor based primarily on an alleged Memorandum of Understanding dated 12.02.2020 and applicant further contends that certain ledger extracts and balance sheet entries purportedly reflecting amounts due in his favour. The Liquidator, upon verification of the claim and supporting documents, rejected the claim on the grounds that the alleged transactions were prior to the incorporation of the Corporate Debtor, there was no evidence of disbursement to the Corporate Debtor, and the claim was barred by limitation.

6.4 However, despite being afforded an opportunity, the Applicant failed to furnish any credible documentary evidence demonstrating actual disbursement of funds to the Corporate Debtor. No bank statement, transfer advice, payment instruction, loan agreement, promissory note, acknowledgment of receipt of funds, or any other contemporaneous document evidencing financial debt within the meaning of Section 5(8) of the Code has been produced.

6.5 A mere assertion that payments were made on behalf of the Applicant through another entity, namely M/s. Srivari Enterprises, cannot be accepted in the absence of supporting documentary evidence, which is extracted as follows:

<i>Landmark Housing Projects Chennai P Ltd Annual accounts 2022 23</i>		<i>Schedule 10 Trade Payable</i>
Sachin / Rajani / Shradha Nichani - Rajan & Co	30000	
Sanjay Kumar Ambalal HUF - Rajan & Co	60000	
Santha Jain - Rajan & Co	60000	
Sha Champakal Kapurchandji - Rajan & Co	45000	
Shama R Jain Rajan & Co	60000	
Sharan / Yogesh Rajan - Rajan & Co	25000	
Sheetal Luthra - Rajan & Co	45000	
Shradda M / Mohal Nichani - Rajan & Co	30000	
Shreya D Jain - Rajan & Co	30000	
Sonal Jain & Ashok Kumar Jain - Rajan & Co	45000	
Soniya Jain Rajan & Co	150000	
S Rajendra Kumar Jain - Rajan & Co	60000	
Sunil M / Esha Nichani - Rajan & Co	30000	
Varsha G - Rajan & Co	60000	
Vasant Kumar - Rajan & Co	60000	
Vinay P Aruja	300000	
Vishal Kumar R Rajan & Co	45000	
Yogeesha / Rajesh / Sachin Nichani - Rajan & Co	15000	
Yogita & Pravin Kumar - Rajan & Co	30000	
ANITA DEVI	600949	
Arta Devi II	1600778	
Hulas Kumar - HUF	1600779	
Kalpana Kumar	600948	
Kalpana Kumar - HUF - II	1600778	
Kamal Devi	600949	
Narayandas	600948	
Narayandas - HUF - II	1001697	
Narayandas Sanklecha HUF	600948	
Narayandas Sanklecha HUF - II	1602945	
Nayana Jain - II	3201567	
Rakha Jain - II	1600778	
Satish Kumar HUF	600949	
Satish Kumar - HUF - II	1001697	
Padmaja V. Ramana	32131920	
Ramana Shetty K V	17449041	
Milash Kumar R	2250000	
Mukesh Kumar Jain Vertica	2250000	
Sajan Lodha	2250000	
Auditor Srinivasan A	450000	
Jaganath J	12500000	
Krishnaveni N	7000000	
SBR Enterprises	2069275	
Sri Vaan Enterprises	6650000	
Sudheesh L - SBR	2348125	
T K Ramak	2500000	
	2069600	
	1676231	
	1940360	

It is noted that no material has been produced establishing the flow of funds from the Applicant or any authorized person to the Corporate Debtor were placed before this tribunal.

6.6 This Tribunal further finds merit in the Liquidator's contention that the alleged foundational document relied upon by the Applicant suffers from serious infirmities. The Applicant has relied upon a Memorandum of Understanding allegedly executed on a date when the Corporate Debtor was not even in existence. The Corporate Debtor was incorporated only on 06.05.2013.

Consequently, a document allegedly creating obligations in favour of or against a non-existent corporate entity cannot, by itself, constitute satisfactory proof of a financial debt owed by the Corporate Debtor.

6.7 The Applicant has attempted to overcome this difficulty by contending that the main object clause of the Corporate Debtor contemplated takeover of the assets and liabilities of the proprietorship concern, namely M/s. Landmark Constructions, Chennai, as a going concern. However, no material has been placed before this tribunal to demonstrate that the specific liability now claimed by the Applicant was in fact transferred, assumed, or acknowledged as part of such takeover arrangement.

6.8 Significantly, the Respondent has pointed out that neither the first audited financial statements of the Corporate Debtor for the financial year ending 31.03.2014 nor the Business Transfer Agreement dated 16.05.2013 reflected the liability presently claimed by the Applicant. This assumes considerable importance because if the liability genuinely formed part of the assets and liabilities taken over by the Corporate Debtor, it would ordinarily have found place in the contemporaneous records prepared at the time of such transfer. The audited financial statements dated 16.05.2013 is extracted as follows:

6.11 The Applicant seeks to rely solely upon balance sheet entries while being unable to establish the underlying transaction. In the considered view of this tribunal, balance sheet entries, by themselves, cannot substitute proof of disbursement, particularly when the debt itself is disputed and the surrounding circumstances create serious doubts regarding the genuineness and origin of the claim.

6.12 The conduct of the Applicant also raises questions that remain unanswered. The Corporate Debtor was admitted into CIRP on 29.04.2021. Despite claiming to be a Financial Creditor for a substantial amount, the Applicant admittedly did not lodge any claim before the Interim Resolution Professional or Resolution Professional during the CIRP. No satisfactory explanation has been furnished for such omission. A person genuinely claiming to be a Financial Creditor would ordinarily be expected to assert its claim during the insolvency resolution process.

6.13 The Tribunal also cannot ignore the fact that the Applicant claims substantial interest running over several years without producing any document evidencing agreement regarding the rate of interest or the basis for such computation. The MOU relied upon by the Applicant itself does not satisfactorily establish the interest component claimed. Consequently, the computation of the claim remains unsupported by acceptable evidence.

6.14 The Liquidator, while discharging statutory duties, is required to verify every claim and admit only those claims which are substantiated by credible

evidence. The Liquidator cannot be compelled to admit claims merely because certain entries appear in financial statements, particularly when the underlying transaction is unsupported by documentary proof and the very existence of the debt is under serious cloud.

6.15 This tribunal is of the considered opinion that the Applicant has failed to establish any actual disbursement of money to the Corporate Debtor, the existence of a financial debt within the meaning of Section 5(8) of the Code, the basis for computation of interest, the transfer or assumption of the alleged liability by the Corporate Debtor, the genuineness and enforceability of the underlying transaction.

6.16 The decision of the Liquidator is therefore neither arbitrary nor perverse. On the contrary, the rejection of the claim is founded upon a detailed verification process and the failure of the Applicant to substantiate the claim with legally acceptable evidence.

6.17 Accordingly, this tribunal finds no infirmity in the decision of the Liquidator rejecting the claim of the Applicant.

6.18 In view of the foregoing discussion and findings, this tribunal holds that the Applicant has failed to establish the existence of a legally enforceable financial debt against the Corporate Debtor and has further failed to produce satisfactory proof of disbursement or supporting documentation warranting admission of the claim.

6.19 The decision of the Liquidator rejecting the claim of the Applicant is upheld. Consequently, the present Application stands dismissed.

6.20 In light of the foregoing discussion, this Tribunal is of the considered view that the Liquidator has exercised due diligence in evaluating the claims in accordance with the statutory framework of the IBC and the governing jurisprudence. The claims were adjudicated in strict adherence to the principles laid down under the IBC, and the Applicant has failed to make out a case warranting interference with the Liquidator's decision. There is no legal infirmity in the rejection of the claims, and the Respondent's submissions are upheld.

6.21 Accordingly, IA (IBC) / 1375 / 2025 stands dismissed.

-Sd-

RAVICHANDRAN RAMASAMY
MEMBER (TECHNICAL)

-Sd-

JYOTI KUMAR TRIPATHI
MEMBER (JUDICIAL)