NATIONAL COMPANY LAW TRIBUNAL

CHANDIGARH BENCH (COURT-I), CHANDIGARH

CP No.42/Chd/Hry/2026
AND
CA No. 89/2026 IN **CP No.42/Chd/Hry/2026**

[Petition under Section 43 read with Section 44 of the Limited Liability Partnership Act, 2008 and the Rules framed thereunder]

IN THE MATTER OF CP No.42/Chd/Hry/2026:

MR. BALWAN SINGH
S/o Mr. Mawasi Ram
R/o Berka Road, Dhunela (182), Gurugram, Haryana – 122103.
Email:- balwan.s6919@gmail.com

... PETITIONER

VERSUS

1. M/S YASSH DEEP BUILDERS LLP
LLP IN: AAM-4745
Having Its Registered Office:
Plot No 638, 4th Floor, C Block, Sushant
Lok-1, Gurgaon-122002. Email;- sldgorakhpur@gmail.com

... RESPONDENT No. 1

2. MR. DEEPAK KUMAR AGARWAL
S/o Sh. Kishori Lal Agrawal
R/o Sena Bhavan, Jangle Matadin,
Padari Bazar, Shahpur, Gorakhpur,
Uttar Pradesh – 273001 Email:- agarwaldeepak323@gmail.com

... RESPONDENT No. 2

3. MR. VIJAY CHHABRA
S/o Sh. Roshan Lat Chhabrd
R/o 732, Sector-7, Gurugram – 122001

Email:- satyam8296@gmail.com

... RESPONDENT No. 3

4. MR. VIKAS BATESHWAR DUBEY
S/o Sh. Bateshwar Jagganath
R/o Vishal Pride, Room No. 902,
Plot No. 59, Sector-50, Nerul,
Navi Mumbai – 400706 Email:- dpurwar1@gmail.com

... RESPONDENT No. 4

5. M/S MASS SPACEBUILD PRIVATE LIMITED
Having Registered Office At:
C-4/ 122, Basement, Safdarjung Development Area,
Nauroji Nagar, New Delhi – 110029.
Email:- dpurwar1@gmail.com

... RESPONDENT No. 5

6. THE REGISTRAR OF COMPANIES, HARYANA
Having its office at: Plot No. 6, MPT Building,
Sector 6, Panchkula, Haryana – 134109.
Email: roc.haryana@mca.gov.in

... RESPONDENT No. 6

7. THE REGIONAL DIRECTOR (NORTHERN REGION)
Ministry of Corporate Affairs,
Having its office at: CGO Complex,
Lodhi Road, New Delhi – 110003.
Email:- rd.north@mca.gov.in

... RESPONDENT No. 7

AND

CA No. 89/2026 IN CP No.42/Chd/Hry/2026

1. M/S YASSH DEEP BUILDERS LLP, HAVING ITS
REGISTERED OFFICE AT : PLOT NO. 638, 4TH
FLOOR, C BLOCK, SUSHANT LOK-1, GURGAON-

122002.
E-MAIL: SLDGORAKHPUR@GMAIL.COM

2. DEEPAK KUMAR AGARWAL, S/O SH. KISHORI LAL AGGARWAL, R/O SENA BHAVAN, JANGLE MATADIN, PADARI BAZAR, SHAHPUR, GORAKHPUR, UTTAR PRADESH 273001.
E-MAIL: AGARWALDEEPAK323@GMAIL.COM

. **...APPLICANTS**

VERSUS

BALWAN SINGH, S/O MAWASI RAM, R/O BERKA ROAD, DHUNELA (182), GURUGRAM, HARYANA 122103.
E-MAIL: BALWAN.S6919@GMAIL.COM

...RESPONDENT

Order delivered on: 31.07.2026

Coram: MR. KHETRABASI BISWAL, HON'BLE MEMBER (JUDICIAL)
MR. SHISHIR AGARWAL, HON'BLE MEMBER (TECHNICAL)

Present:

For the Petitioner in main CP & Respondent in CA No.89/2026	**:**	Mr. Sunil Fernandes, Sr. Advocate Mr. Rishi Sood, Advocate Mr. Gurjot Singh, Advocate
For the Applicant in CA No.89/2026 & Respondent in main CP	**:**	Mr. Anand Chhibbar, Sr. Advocate Mr. Manoj Kumar Garg, Advocate Ms. Swati Vashisht, Advocate

ORDER

This Company Petition has been filed U/s 43 read with section 44 of the Limited Liability Partnership Act, 2008 (hereinafter referred to as the LLP Act) and the Rules framed thereunder or other applicable provisions of the National Company Law Tribunal Rules, 2016 by Mr Balwan Singh seeking, inter-alia, an order directing investigation into the affairs of R1 Company by appointing one or more Competent Inspectors for the same: to declare the Supplementary LLP Agreements dated 16.05.2022 and 20.12.2022, purportedly recording induction of Respondent No. 5 and expulsion of the Petitioner, as illegal, void ab initio, non-est and not binding upon the Petitioner: to direct restoration of the Petitioner as Designated Partner of Respondent No. 1 LLP with all consequential rights, entitlements, management rights, access to records and privileges in terms of the LLP Agreement dated 30.04.2018; to direct rectification of all false, incorrect and misleading statutory filings, including Form-3, Form-8 and Form-11 filed before the Registrar of Companies in compliance with the provisions of the LLP Act, 2008 etc.

BRIEF FACTS OF THE CASE

2. Facts in brief, as narrated in the instant Company Petition by the Petitioner, which are relevant to the issue in question, are summarised below:

(i) M/s Yassh Deep Builders LLP (LLPIN: AAM-4745) was incorporated on 30.04.2018 under the Limited Liability Partnership Act, 2008, with its registered office at 477/4, Basai Road, Ram Nagar, Gurugram – 122102. At inception, the LLP comprised of twelve partners, namely Mr. Balwan Singh, Mr. Vijay Chhabra, Mr. Deepak Kumar Agarwal, Mr. Rakesh Phore, Mr. Pavas Chowdhary, Mr. Dayanand Chabra, Mr. Vikas Bateshwar Dubey, Mr. Aakash Gupta, Mr. Sandeep Kumar, Mrs. Aprajita Chowdhary, Mrs. Preeti Chowdhary and Mr. Yash Chowdhary, each contributing towards the fixed capital of Rs. 1,00,00,000/- (Rupees One Crore only) in agreed proportions, with profit and loss distribution ratios. They have executed an LLP Agreement dated 30.04.2018 by setting out all terms/conditions for conducting affairs of LLP.

(ii) The Petitioner is a Designated Partner of the Respondent LLP, holding 24% contribution amounting to Rs. 2,40,00,000/- (Rupees Two Crores Forty Lakhs only) and was entitled to participate in the management and decision-making processes of the LLP under the LLP Agreement dated 30.04.2018. However, the Respondents, acting in concert, fraudulently induced Respondent No. 5 i.e., Mass Spacebuild Private Limited, in collusion and connivance with Respondent No. 2-4, as a Partner on 16.05.2022 without notice or consent of the Petitioner. Such complete exclusion is in blatant violation of Clause 20 of the LLP Agreement dated 30.04.2018, which

mandatorily requires prior notice for convening meetings of Partners and ensuring their participation in decision-making.

(iii) It is alleged that without following process of law, they are contending that they have expelled the Petitioner from the LLP vide supplementary LLP Agreement dated 20th December, 2022 on account of fraudulent conduct. The Complainant was neither issued any show cause notice nor apprised of the allegations, if any, against him, and was further denied any opportunity of being heard prior to taking such a drastic action. The Respondent Nos. 2-5 have caused huge financial losses to the Petitioner as well as the Respondent No.1 LLP by making various financial irregularities in the affairs of the LLP.

(iv) It is alleged that the Respondent No. 2 is a habitual offender and has repeatedly been involved in criminal activities of a serious nature. As per the publicly available criminal records, multiple criminal cases are pending against him involving offences punishable under Sections 420, 419, 120B, 196, 188, 143, 147, 290, 341, 353, 427, 438, 504, 506 and 338 of the Indian Penal Code, including offences relating to cheating, personation, criminal conspiracy, use of false evidence etc The pendency of several criminal proceedings clearly establishes a consistent pattern of fraudulent and unlawful conduct on the part of the said person. It is alleged that the Respondents have resorted fabrication of minutes, filing of false Form-3 with the Registrar of Companies, misappropriation of the Petitioner's

capital contribution and continuous defaults in filing mandatory returns under Sections 34 and 35 of the LLP Act, cumulatively constitute fraud, mismanagement and oppression.

(v) Subsequent to incorporation, multiple Supplementary and Amendment Agreements were executed, recording changes in composition of partners, capital contribution and registered office, including enhancement of capital from Rs. 1,00,00,000/- (Rupees One Crore only) to Rs. 10,00,00,000/- (Rupees Ten Crores only). By virtue of an alleged Supplementary Agreement dated 16.05.2022, Respondent No. 5, M/s Mass Spacebuild Private Limited, is allegedly reflected to have been inducted as a partner with 38% shareholding in the Respondent No.1 LLP, while the petitioner's name was falsely recorded as a consenting party despite absence of notice, consent or signatures and thereafter. The Respondent LLP is engaged in the business of real estate development and construction and is statutorily bound to comply with the provisions of the LLP Act, 2008 and the Rules framed thereunder.

(vi) Mr. Deepak Kumar Agarwal, (Respondent No.2) is a Designated Partner of LLP and he plays a dominant role, in the management and statutory filings of the LLP and executing several illegal Supplementary Agreements and filing them before the Registrar of Companies. He is in collusion and connivance with other Respondents on account of their malafide intentions to usurp the control and to tilt the equilibrium in their favour,

had fraudulently induced new partners/removed existing Members. Therefore, he had indulged in misappropriation of funds of the LLP and mismanaged its affairs. Similarly, the Respondent Nos. 3 & 4 have been associated with the LLP as Designated Partners and involved in conducting the illegal affairs of the LLP.

(vii) The Respondent No. 5, M/s Mass Space build Private Limited, is a company incorporated under the Companies Act, 1956, was purportedly inducted as a Partner of the LLP vide Supplementary Agreement dated 16.05.2022. The induction was carried out without issuance of any notice to the Petitioner, without convening a valid meeting of Partners and obtaining his consent, thereby violating Clauses 19 and 20 of the LLP Agreement dated 30.04.2018. The Supplementary Agreement falsely records the Petitioner as a consenting and confirming party, despite the fact that he never executed or signed the said document in the first place. The alleged minutes of meeting dated 16.05.2022, relied upon to justify the induction of Respondent No. 5, are fabricated and inconsistent with the established practice of the LLP, wherein minutes of meetings were duly recorded, circulated and authenticated by signatures of all Partners. And Form-3 was filed with the Registrar of Companies to record the induction of Respondent No. 5 based on false and misleading particulars, thereby constituting a statutory violation. The certifying professional has also failed to

exercise due diligence, further vitiating the authenticity of the filing. The Respondent No. 5 was allotted 38% shareholding in the LLP, which resulted in dilution of the Petitioner's interest and alteration of the capital structure. The circumstances surrounding the entry of Respondent No. 5 are central to the disputes raised herein, as they reflect a concerted design by the existing partners to unlawfully divest the Petitioner of his rights and contribution in the LLP.

(viii) The petition is within the limitation period. The acts complained of, including the unauthorized induction of Respondent No. 5, on 16.05.2022 was without notice or consent of the petitioner and the subsequent alleged expulsion of the petitioner on 20.12.2022, constitute not only distinct causes of action but also continuing acts of oppression and mismanagement. The petitioner's capital contribution was illegally re-distributed among the remaining partners without refund or adjustment and the statutory defaults in filing Form-8 and Form-11 for multiple financial years, defective filings and suppression of books of account and audit statements have persisted without rectification. These acts have not been resolved or corrected by the Respondents till date and continue to prejudice the petitioner's rights and financial stake in the LLP. Therefore, the Petition is well within the prescribed period of limitation.

(ix) In the initial years of operation, the LLP undertook real estate development projects in Gurugram, Haryana, wherein the

Petitioner actively contributed to strategic decisions including identification of project sites, negotiation of financing arrangements and liaison with statutory authorities for approvals and clearances. His involvement was central to the LLP's functioning. Meetings of partners were convened at regular intervals to deliberate upon business matters and minutes of such meetings were duly recorded, circulated among all partners and authenticated by their signatures. This practice ensured transparency and accountability in the LLP's internal governance. And statutory compliances, including filing of annual returns and statements of accounts with the Registrar of Companies under Sections 34 and 35 of the LLP Act, 2008, were duly carried out during the initial period and the Petitioner ensured that such filings were timely, accurate and in conformity with the provisions of law. The capital structure of the LLP, as reflected in the incorporation documents and subsequent statutory filings, clearly set out the respective contributions of all founding partners.

(x) In terms of LLP Agreement dated 30.04.2018, any change in capital contribution or admission of new partners could only be affected with the unanimous consent of all existing partners, followed by execution of a supplementary agreement duly signed by them. However, the Respondents utterly failed to follow the due process of law in conducting the affairs of LLP. During the initial period of operations, this practice was consistently

adhered to and minutes of meetings were duly circulated, signed and preserved as part of the LLP's official records, forming the basis of its internal governance. Statutory filings, including Form-8 (Statement of Account & Solvency) and Form-11 (Annual Return), were regularly filed with the Registrar of Companies in the early years, thereby evidencing compliance with Sections 34 and 35 of the LLP Act, 2008 and reflecting the LLP's operational status. The Respondents have, in a concerted manner, denied the Complainant his lawful right to participate in the management and decision-making processes of the LLP, thereby undermining the very substratum of mutual trust and fiduciary obligations inherent in a partnership structure. And various illegal acts being carried out by the Second Respondent in collusion with other Partners in order to oppress the Petitioner.

(xi) The falsification and fabrication of the alleged records become manifest upon a comparison with the minutes of prior meetings, including those dated 02.03.2021 and 04.03.2021, which clearly demonstrate the consistent practice of the LLP in adhering to proper procedure, including due convening of meetings, recording of proceedings, and authentication of minutes by signatures of all partners on each page. The deviation from such established practice in the present instance unequivocally indicates manipulation and lack of genuineness in the impugned records.

(xii) Subsequently to alleged expulsion of the Petitioner , the Respondent has filed the requisite Form *filed vide SRN-M27713329 dated 10.04.2023 under the digital signature of Mr. Deepak Kumar Agrawal and duly certified by Ms. Sonia Gupta, PCS) communicating re-distribution of capital contribution of the Petitioner in illegal manner.* Such action is in clear violation of Clause 12(a) of the LLP Agreement, which recognizes the partner's rights over the assets of the LLP. The Respondents in name of LLP are resorting to persistent and continuing default of mandatory statutory filings under the Limited Liability Partnership Act, 2008, particulars whereof are set out hereinbelow:

Non-Filing of Form 8 – Statement of Account & Solvency

i. Financial Year 2020–2021
ii. Financial Year 2022–2023
iii. Financial Year 2024–2025

This is a clear Violation of Section 34 of the LLP Act, 2008 read with the relevant Rules, the Penalty on LLP for any non-compliance of section 34(2) is of minimum Rs. 25,000 and which may extend up to Rs. 5,00,000 also a further penalty on the Designated Partners which shall not be less than ten thousand rupees, but may extend to one lakh rupees and any non-compliance of section 34(3) is such that the limited liability partnership and its designated partners shall be liable to a penalty of one hundred rupees for each day during which such failure continues, subject to a maximum of one lakh rupees for the limited liability partnership and fifty thousand rupees for every designated partner.

Non-Filing of Form 11 – Annual Return - This is a clear violation of Section 35(1) of the Limited Liability Partnership Act, 2008 for non-filing of Annual Return (Form 11) for the Financial Years 2020–2021, 2021–2022, and 2024–2025, and the penalty on the LLP and its designated partners shall be liable to a penalty of one hundred rupees for each day during which such failure continues, subject to a maximum of one lakh rupees for the limited liability partnership and fifty thousand rupees for every designated partner.

Defective and Non-Compliant Filings - This is a clear violation of Section 34 of the Limited Liability Partnership Act, 2008 read with the applicable Rules, on account of non-attachment of Financial Statements in Form 8, thereby rendering the said filing incomplete and misleading, and attracting penal consequences under the Act against the LLP and its Designated Partners -This is a clear violation of Rule 24(8) of the LLP Rules, 2009, on account of failure to attach the requisite statement in cases where the accounts of the LLP are unaudited, which indicates deliberate suppression of financial information and non-compliance with statutory requirements, thereby attracting penal consequences under the applicable provisions of law.

(xiii) It is contended that the present case squarely falls within the scope of Section 43 of the LLP Act, There exist circumstances suggesting that the business of the LLP is being conducted with intent to defraud; Persons involved in the formation and management of the LLP have been guilty of fraud, misfeasance or misconduct. In terms of Section 74 of the LLP Act, 2008, furnishing false information or knowingly making false statements in statutory filings attracts penal liability and the acts of the Respondents, including defective filings, suppression of financial statements and misrepresentation in records, fall squarely within this statutory exposure.

(xiv) The Petitioner fulfils the requirements stipulated under Section 43 of the Limited Liability Partnership Act, 2008 for seeking an investigation into the affairs of the LLP. The Petitioner is a founding Designated Partner of M/s Yassh Deep Builders LLP (LLPIN: AAM-4745), holding 24% capital contribution amounting to Rs. 2,40,00,000/- which constitutes more than one-fifth of the total number of partners of the LLP at the time of incorporation. The statutory threshold under Section 43(1)(a) is thus satisfied, as the Petitioner alone represents not less than one-fifth of the partners entitled to move this Hon'ble Tribunal

for investigation. Further, the factual circumstances narrated herein disclose that the affairs of the LLP have been conducted in a manner contrary to law, including induction of a new partner without consent, fabrication of minutes, etc and persistent defaults in_filing mandatory returns under Sections 34 and 35 of the Act. These circumstances fall squarely within the grounds contemplated under provisions of Section 43 of LLP Act.

(xv) On coming to know of several illegalities being committed by the Respondents, after executing several Supplementary Agreements taking several actions including alleged expulsion of the Petitioner, contrary to principles enunciated in original Agreement dated 30th April, 2018 and violating principles of natural justice, the Petitioner submitted a statutory complaint with ROC, Chandigarh seeking to order investigation into the affairs of LLP, among other things. The Petitioner also circulates complaint email dated 24.04.2026, which was duly acknowledged by ROC. And by taking cognizance of the Complaint, the Ministry of Corporate Affairs issue official communication/show cause email to the LLP and its Partners by directing para-wise comments and supporting documents within 15 days. Since there is no response from the Respondents and this Hon'ble Tribunal is having jurisdiction over the issue, the Petitioner has filed the present Petition.

(xvi) Therefore, the Petitioner contends that the instant Petition is maintainable under Section 43 read with Section 44 and warrants the appointment of inspectors by the Central Government to investigate into the affairs of the LLP and report thereon as directed by this Hon'ble Tribunal.

<u>REPLY OF RESPONDENT NO.1 and 2</u>

3. The Respondent Nos. 1 & 2 have filed their Reply dated 18th June, 2026 by inter-alia contending as follows:

(i) The Petition is liable to be dismissed at threshold on the ground that he has made a false statement on affidavit that he approached this Tribunal immediately upon learning of his expulsion. However, the record demonstrates otherwise. The Petitioner was fully aware of his removal from the LLP on 20.12.2022 and, in any event, at least from 22.12.2022 when the expulsion document was communicated to him. Despite such knowledge, the Petitioner first invoked proceedings U/s 9 of the Arbitration and Conciliation Act in the year 2023 and thereafter pursued proceedings U/s 11 of the Arbitration and Conciliation Act, thereby acknowledging and contesting disputes arising from his removal. Having failed to obtain relief in those proceedings, the Petitioner has now approached this Hon'ble Tribunal by suppressing the aforesaid material facts. Therefore, it is a clear instance of forum shopping and abuse of the process of law.

(ii) The Petitioner has no locus standi whatsoever to maintain the present Petition under Sections 43 and 44 of LLP Act, 2008. The Petitioner had already ceased to be a partner of Respondent No.1-LLP with effect from 20.12.2022, pursuant to his lawful expulsion strictly in accordance with the LLP Agreement dated 30.04.2018 as well as the Supplementary Agreement dated 02.03.2021. Section 43 empowers the Central Government to order an investigation into the affairs of an LLP, while Section 44 expressly provides that an application seeking such investigation may be made only by a partner of the LLP. The statutory scheme, therefore, restricts the right to seek investigation exclusively to persons, who hold the legal status of "partner" on the date of filing. Above sections merely contemplate an investigation into the affairs of an LLP in appropriate circumstances and do not confer any adjudicatory power upon this Hon'ble Tribunal to specifically enforce partnership rights, undo contractual arrangements, or restore the partnership status of any individual.

(iii) The Petitioner acted in complete breach of his fiduciary obligations towards the LLP and was actively involved in fraudulent activities by conniving with the landowner Sushil Kumar and other persons to forge a Second Supplementary Agreement dated 13.10.2020, relating to the LLP's land and development rights. These grave acts of misconduct fully justified his expulsion and rendered the present Petition a

mala-fide attempt to derail and obstruct the lawful functioning of the LLP. The LLP had entered into a Collaboration Agreement dated 15.05.2018 with Mr. Sushil Kumar in respect of land situated at Village Dhunela, Tehsil Sohna, District Gurugram, and substantial amounts had already been invested by the LLP in the said project. However, subsequently, it came to light that the Petitioner, in conspiracy with Mr. Sushil Kumar and other interested parties, was attempting to illegally transfer and divert the rights and interests of the LLP in the collaborated land to St. Patricks Realty Pvt. Ltd./Central Park Group by using forged and fabricated documents, including forged authority letters and forged supplementary agreements.

(iv) The fraudulent and collusive acts of the Petitioner were of such gravity that they culminated in the registration of FIR No. 0363 dated 24.07.2023 (on complaint dated 20.12.2022) at Police Station City Sohana under Sections 120-B, 406, 420, 467, 468, 471 and 201 of the Indian Penal Code, 1860, for offences relating to criminal conspiracy, breach of trust, etc. FIR squarely pertains to the acts of fraud, forgery, and unlawful diversion of LLP rights committed by the Petitioner against the LLP, thereby demonstrating the seriousness of his misconduct and the bona fide basis on which the LLP was compelled to take corrective and protective action.

(v) The Petitioner was also a party to the Arbitration with Pawas Choudhary, where too it was disclosed that the petitioner was

removed from the firm on 20.12.2022. Mr. Pawas was also removed from the LLP and the corresponding Supplementary LLP Agreement as well as statutory filings recording his cessation were executed and filed through the Petitioner's own Digital Signature Certificate (DSC). Having himself participated in and acted upon an identical process for removal of another partner, the Petitioner is estopped from challenging his own removal on similar grounds. The present Petition is, therefore, hopelessly barred by limitation and has been filed solely with the mala-fide intent of obstructing and derailing the ongoing development activities of the LLP, amounting to a clear abuse of process of this Hon'ble Tribunal.

(vi) After the expulsion of Petitioner, change in structure of the LLP has taken place wherein new partners have invested substantial capital in the LLP, which has been duly utilized towards the business and development activities of the LLP. The LLP has thus undergone significant structural and financial changes and its present constitution is entirely different from what existed at the time of the Petitioner's cessation. And merely filing of the complaint dated 06.04.2026 before the Registrar of Companies does not extend limitation, revive a dead cause of action, or cure the fundamental defects of maintainability and lack of locus standi of the Petitioner. Further the said complaint was filed only after the Respondent LLP obtained the development licence from DTCP, Haryana, and after the forged

documents relied upon by the Petitioner had already been cancelled by competent authorities through declaration/cancellation deeds dated 24.03.2026. And the Arbitrator vide order dated 18.03.2026 has allowed the section 17 under the Arbitration & Conciliation Act.

(vii) That the Respondent LLP had entered into a Collaboration Agreement dated 15.05.2018 with Mr. Susheel Kumar in respect of land situated at Village Dhunela, Tehsil Sohna, District Gurugram for development of the project land. Thereafter, a First Supplementary Agreement dated 03.06.2019 was executed, whereby the collaborated land area was revised to approximately 11.79 acres. Under the said collaboration arrangement, the LLP paid a substantial non-refundable security amount of approximately ₹4.21 crores to the landowner. The Petitioner, in conspiracy with Mr. Shusheel Kumar, fraudulently executed and procured registration of a forged and fabricated Second Supplementary Agreement dated 17.08.2020, registered on 13.10.2020, without any authority from the LLP and by using forged authority letters. This forged document was created with the intention of unlawfully diverting the LLP's rights in the collaborated land. The Petitioner further procured cancellation of the irrevocable GPA dated 03.06.2019, executed in favour of the LLP, by using forged and fabricated documents and without any lawful authorization from the LLP.

(viii) The Petitioner intentionally avoided participation in the urgent LLP meeting dated 20.12.2022 convened to deliberate upon his fraudulent acts and falsely claimed illness, whereas the DITAC report revealed that the said excuse had been drafted in consultation with an advocate associated with the conspirators. This demonstrates deliberate evasion and pre planned obstruction of LLP governance.

(ix) In the arbitration proceedings titled Yasshdeep Builders LLP v. Shushil Kumar, pending before Hon'ble Mr. Justice G.S. Sistani (Retd.), Sole Arbitrator, Delhi International Arbitration Centre (DIAC), the Petitioner herein filed an application for implement on 20.08.2025 despite having no subsisting rights, interest, or locus in the LLP. After considering the matter, the Hon'ble Sole Arbitrator dismissed the impleadment application vide order dated 20.09.2025, thereby rejecting the Petitioner's attempt to intrude into proceedings where he had no legal standing.

(x) It is alleged that the Petitioner is consistently indulging in forum shopping by selectively approaching different judicial forums in a calculated attempt to secure a favourable order on the same underlying dispute. In this regard, they have relied upon the decisions rendered by the Hon'ble Supreme Court in Chetak Construction Ltd. vs. Om Prakash (1998) 4 SCC 577 and K.K. Modi vs. K.N. Modi (1998) 3 SCC 573 . Earlier, the Petitioner had filed proceedings U/s 9 of the Arbitration and Conciliation Act bearing ARB/59 of 2023. Later on, the said petition was

ultimately withdrawn on 27.11. 2025.. Subsequently, the Petitioner again instituted another petition U/s 9 of the Arbitration and Conciliation Act bearing ARB/92 of 2026 before the Hon'ble Court at Gurugram, seeking substantially similar and overlapping reliefs. Not stopping there, the Petitioner has also filed proceedings under Section 11 of the Arbitration and Conciliation Act before the Hon'ble Punjab and Haryana High Court, bearing Arbitration Case No. 168 of 2026.

(xi) It is contended that the Petitioner has not approached this Hon'ble Tribunal with clean hands. A litigant invoking the extraordinary jurisdiction of this Hon'ble Tribunal is required to make a full, fair, and candid disclosure of all material facts. In this regard, they have relied upon the decision of Apex rendered in Dalip Singh vs. State of U.P. (2010) 2 SCC 114. It is stated that M/s Mass Spacebuild Private Limited had already retired/exited from the LLP on 26.06.2024 and thus allegations against it are no more relevant now.

(xii) The Petitioner is an accused in FIR No.239 dated 11.07.2024, wherein it is alleged that he was in conspiracy with his co-accused, forged and fabricated revenue records including Sehat Intiqal Nos.2140 and 2141 etc. It is further alleged that the Petitioner, in collusion with Akbar and other landowners, facilitated the execution of a Collaboration Agreement dated 20.11.2020 in favour of St. Patricks Developers in respect of the very same land, despite the subsisting rights of Respondent

No.1 LLP. These acts form part of the larger conspiracy which is the subject matter of FIR No. 239 dated 11.07.2024. The Petitioner is also an accused in FIR No.298 dated 10.08.2024.

(xiii) The present proceedings are fundamentally vitiated by the doctrine that fraud unravels everything. It is a settled principle of law that any action, document, or proceeding tainted by fraud is a nullity in the eyes of law and cannot be permitted to stand. The Hon'ble Supreme Court in S.P. Chengalvaraya Naidu vs. Jagannath (1994) 1 SCC 1 held that "a judgment or decree obtained by playing fraud on the court is a nullity and non-est in the eyes of law." Similarly, in A.V. Papayya Sastry vs. Govt. of A.P. (2007) 4 SCC 221, the Court reiterated that fraud vitiates all judicial and quasi-judicial acts, orders, and proceedings.

(xiv) The Petitioner was lawfully expelled from the LLP on 20.12.2022 on account of his fraudulent conduct and acts prejudicial to the interests of the LLP, including his collusion with Shusheel Kumar and other third parties in relation to the collaborated land of the LLP. The Petitioner has, till date, not obtained any order cancelling his expulsion before any competent forum and has acquiesced to the same for several years. The allegations of denial of participation, oppression, mismanagement and filing of incorrect statutory records are baseless and are denied.

(xv) It is specifically denied that Respondent No.2 is a habitual offender or that he has repeatedly been involved in criminal activities as alleged. The Petitioner has made sweeping and

reckless allegations without disclosing a single FIR number, case number, court proceeding, order, charge-sheet or any other supporting material to substantiate the same. The vague reference to alleged "publicly available criminal records" is wholly insufficient and does not constitute_proof of any wrongdoing. He is a Designated Partner of Respondent No.1 LLP and has been involved in managing the affairs of the LLP. However, it is denied that Respondent No.2 acted in collusion with any person, fraudulently inducted any partner, misappropriated funds of the LLP or mismanaged its affairs as alleged. Similarly, Respondent No. 3 is a Designated Partner of Respondent No.1 LLP and has been associated with the LLP since its incorporation. However, it is specifically denied that Respondent No.3 acted in collusion with any person, fraudulently induced any partner, misappropriated funds of the LLP or mismanaged its affairs as alleged

(xvi) It is pertinent to note that the Petitioner never challenged the induction of Respondent No.5 before any forum at the relevant time and remained silent for years despite having complete knowledge thereof, which itself demonstrates that the present allegations are an afterthought and have been raised only to support a false narrative in the present proceedings. And it is specifically denied that the Petitioner's expulsion was in violation of the principles of natural justice or that it is liable to be set aside on any ground whatsoever.

(xvii) Therefore, they have prayed the Tribunal to dismiss the Petition under reply.

REJOINDER FILED BY THE PETITIONER

4. The Petitioner has filed his rejoinder dated 01.07.2026 to the said Reply of Respondent Nos. 1 & 2, by inter-alia contending as follows:

(i) The Respondents have sought to portray the Supplementary Agreements dated 16.05.2022 and 20.12.2022 as lawful instruments, whereas in reality these documents were executed without notice, consent or participation of the Petitioner and his signatures were fabricated.

(ii) The Respondents failed to comply with the mandatory requirements under Section 24(3) of the LLP Act, 2008 read with Rule 22 of the LLP Rules, 2009. The LLP is required to file Form-4 with the Registrar of Companies, whenever there is any change in the constitution of partners, including cessation. In the absence of such filing, the alleged cessation of a partner cannot attain legal recognition and the individual continues to be treated in law as a partner of the LLP. In the present case, no Form-4 has been filed before the Registrar reflecting the Petitioner's alleged removal. The Respondents cannot circumvent statutory compliance by relying upon self-serving supplementary agreements or fabricated minutes. That the contention of delay and laches advanced by the Respondents is equally misconceived. The cause of action in the present matter

is continuing in nature, arising from recurring statutory defaults and fraudulent filings in Form-3, Form-8 and Form-11. Each false filing perpetuates prejudice against the Petitioner and keeps the cause of action alive.

(iii) The Respondents have mischaracterised the scope of Sections 43 and 44 of the LLP Act, 2008. Their assertion that these provisions only permit investigation and not restoration of rights is erroneous. Investigation under Section 43 is triggered precisely when affairs are conducted fraudulently or oppressively and consequential reliefs, including setting aside fraudulent filings and restoring lawful rights, are within the jurisdiction of this Hon'ble Tribunal. The narrow reading advanced in the Reply is contrary to legislative intent and judicial precedent and cannot be sustained.

(iv) The allegations of collusion with landowner Sushil Kumar are baseless, speculative and unsupported by credible evidence. The so-called forged supplementary agreements were never executed by the Petitioner and cancellation deeds relied upon by the Respondents themselves acknowledge fabrication. The Reply attempts to shift blame onto the Petitioner to justify their own fraudulent expulsion, but such allegations are unsubstantiated and cannot withstand judicial scrutiny. And the reliance placed by the Respondents on FIR No. 363/2023 is misplaced and legally irrelevant. Mere registration of an FIR does not establish guilt and the allegations therein are contested and under

investigation. The Reply seeks to prejudge criminal proceedings to justify civil expulsion, which is impermissible.

(v) The contention that Respondent convened an urgent meeting on 20.12.2022 is totally false and fabricated. The minutes relied upon are inconsistent with past practice, lack signatures of all partners and were never circulated to the Petitioner. He was never served notice or afforded the opportunity of hearing.

(vi) The Reply filed is only by Respondent Nos 1 and 2 and the remaining Respondents being Partners and under serious allegations have not chosen to contest or file any reply despite due service of notice and sufficient opportunity. And other Respondents don't have any defence to the allegation made against them. The Petitioner's capital contribution of Rs. 2,40,00,000/- was duly recorded in the LLP's accounts and statutory filings at incorporation and under Section 32(2) its monetary value was required to be accounted for and disclosed in the LLP's accounts. The Respondents act of deleting this contribution from Form LLP-3 dated 10.04.2023 and redistributing it among themselves without settlement or refund constitutes a direct breach of Section 32. Further, under Section 33(1), the obligation to maintain and honour the Petitioner's contribution was contractual and binding under the LLP Agreement dated 30.04.2018 and any creditor relying on such contribution could enforce the original obligation under Section 33(2). The unlawful deletion of the Petitioner's contribution

therefore not only violates statutory provisions but also prejudices third-party creditors, thereby warranting strict scrutiny and investigation by this Hon'ble Tribunal.

(vii) The allegation of forum shopping levelled against the Petitioner is unfounded and misconceived. The Petitioner initially invoked arbitration remedies, but upon discovery of fraudulent statutory filings, approached this Hon'ble Tribunal with present Petition. Each proceeding addressed distinct causes of action. Resorting to appropriate remedies cannot be equated with forum shopping and the reliance on Supreme Court dicta in ***Chetak Construction (Supra)*** and ***K.K. Modi (Supra)*** is misplaced and irrelevant to the facts of the present case.

(viii) The Respondent No. 5, M/s Mass Spacebuild Private Limited, was purportedly inducted on 16.05.2022 without issuance of any notice, without obtaining the Petitioner's consent and without his signature on the Supplementary Agreement. The mandatory requirements of Clause 10(a), (b) and (c) were completely disregarded, rendering the induction fraudulent, void and ultra vires the governing LLP Agreement. The Reply is silent on compliance with Clause 10 and instead seeks to justify the induction by fabricated minutes of meeting, which cannot override the express contractual mandate. Clause 10 requires mutual consent for any change in capital and profit-sharing ratios and the Petitioner's stake could not have been lawfully deleted or redistributed without his express approval.

(ix) The main contention raised by the Respondents with regard to maintainability and jurisdiction of this Hon'ble Tribunal is wholly misconceived and untenable. So far as jurisdiction issue is concerned, it is relevant to refer to Sections 71 and 72 of the LLP Act, 2008.

Section 2(q): ***"Partner"***
in relation to a limited liability partnership, means any person who becomes a partner in the limited liability partnership in accordance with the limited liability partnership agreement;

Section 71: ***Application of other laws not barred.—***
The provisions of this Act shall be in addition to and not in derogation of, the provisions of any other law for the time being in force.

Section 72: ***Jurisdiction of Tribunal and Appellate Tribunal.—***
(1) The Tribunal shall exercise such powers and perform such functions as are or may be, conferred on it by or under this Act or any other law for the time being in force.
[(2) Any person aggrieved by an order of Tribunal may prefer an appeal to the Appellate Tribunal:

(x) From a conjoint reading of the above provisions, it is evident that the jurisdiction of this Hon'ble Tribunal is wide enough to entertain the present Petition and even any aggrieved person, not only a partner, can approach the Appellate Tribunal aggrieved by the order of the Tribunal. Therefore , even non-partner can approach the Tribunal.

(xi) Further, Section 5 of the LLP Act, 2008 defines, who are eligible or ineligible to become a partner. It reads as under:

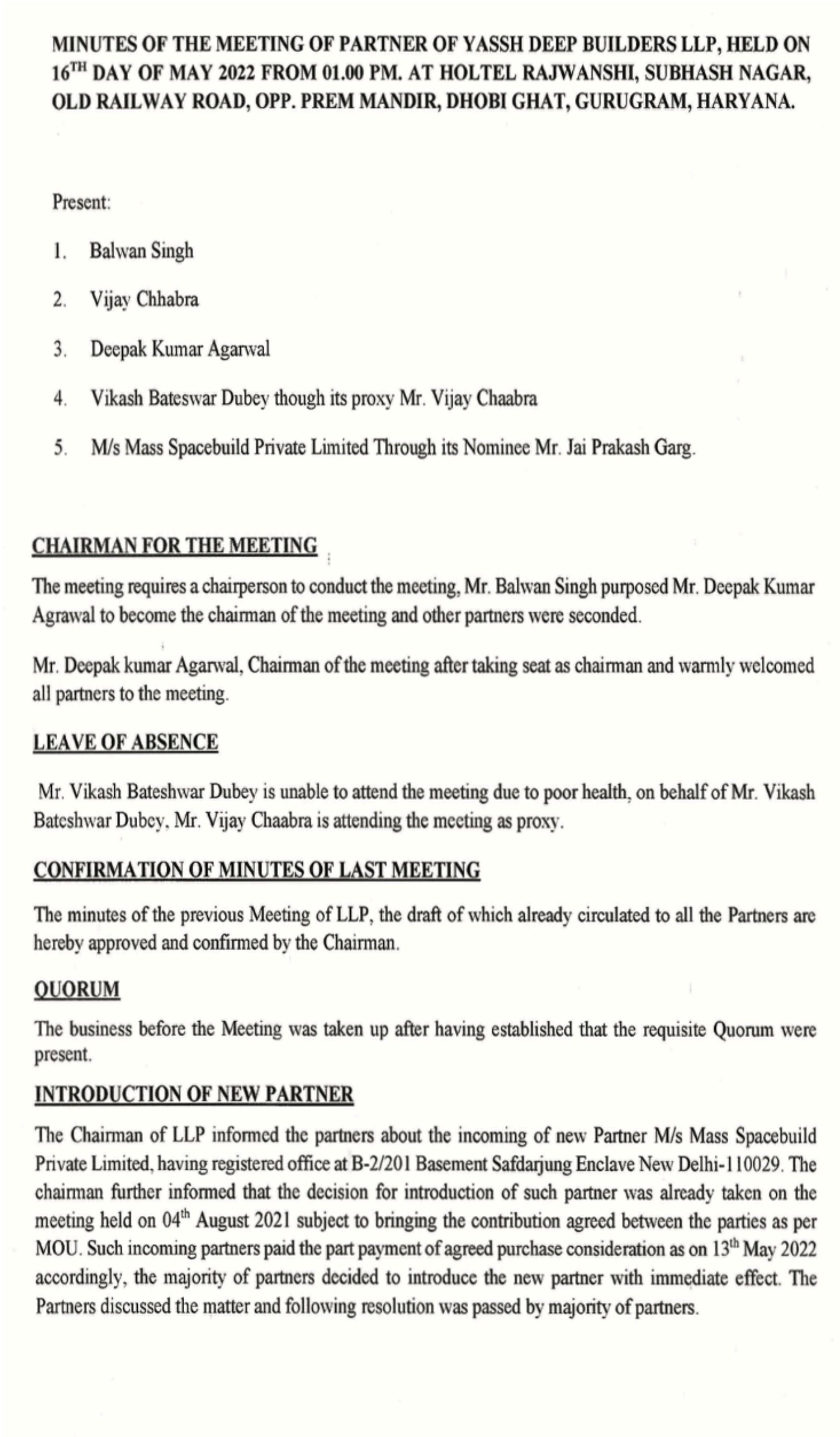
Partners.—

"Any individual or body corporate may be a partner in a limited liability partnership: Provided that an individual shall not be capable of becoming a partner of a limited liability partnership if—
(a) he has been found to be of unsound mind by a court of competent jurisdiction and the finding is in force; or
(b) he is an undischarged insolvent; or
(c) he has applied to be adjudicated as an insolvent and his application is pending."

(xii) The above provision makes it clear that except for the limited statutory disqualifications expressly enumerated, any individual or body corporate is eligible to be a partner in an LLP. The Respondents attempt to restrict eligibility or jurisdiction beyond the scope of Section 5 is misconceived and contrary to law. The Petitioner admittedly does not suffer from any of the above disqualifications. The allegations that the Petitioner is not a partner of the LLP or that he was lawfully removed are ill-conceived notions and are legally untenable. The mere filing of civil or criminal cases or registration of FIRs by parties inter se does not amount to disqualification under the Act.

(xiii) There is no complaint against the Petitioner till 16th May, 2022 when a meeting of LLP was conducted and the Petitioner participated in it and proposed another Member Deepak Kumar Agarwal (the second Respondent herein) as Chairman for the meeting. However, everything has undergone sea change by the end of December, 2022 wherein the Second Respondent has started making allegations of misconduct against the Petitioner in order to expel him from LLP. The Respondents themselves

have placed on record the minutes of meeting in Volume No. 5 at pages 696-699 of their Reply and it is extracted below:



MINUTES OF THE MEETING OF PARTNER OF YASSH DEEP BUILDERS LLP, HELD ON 16TH DAY OF MAY 2022 FROM 01.00 PM. AT HOLTEL RAJWANSHI, SUBHASH NAGAR, OLD RAILWAY ROAD, OPP. PREM MANDIR, DHOBI GHAT, GURUGRAM, HARYANA.

Present:

1. Balwan Singh
2. Vijay Chhabra
3. Deepak Kumar Agarwal
4. Vikash Bateswar Dubey though its proxy Mr. Vijay Chaabra
5. M/s Mass Spacebuild Private Limited Through its Nominee Mr. Jai Prakash Garg.

CHAIRMAN FOR THE MEETING

The meeting requires a chairperson to conduct the meeting, Mr. Balwan Singh purposed Mr. Deepak Kumar Agrawal to become the chairman of the meeting and other partners were seconded.

Mr. Deepak kumar Agarwal, Chairman of the meeting after taking seat as chairman and warmly welcomed all partners to the meeting.

LEAVE OF ABSENCE

Mr. Vikash Bateshwar Dubey is unable to attend the meeting due to poor health, on behalf of Mr. Vikash Bateshwar Dubey, Mr. Vijay Chaabra is attending the meeting as proxy.

CONFIRMATION OF MINUTES OF LAST MEETING

The minutes of the previous Meeting of LLP, the draft of which already circulated to all the Partners are hereby approved and confirmed by the Chairman.

QUORUM

The business before the Meeting was taken up after having established that the requisite Quorum were present.

INTRODUCTION OF NEW PARTNER

The Chairman of LLP informed the partners about the incoming of new Partner M/s Mass Spacebuild Private Limited, having registered office at B-2/201 Basement Safdarjung Enclave New Delhi-110029. The chairman further informed that the decision for introduction of such partner was already taken on the meeting held on 04th August 2021 subject to bringing the contribution agreed between the parties as per MOU. Such incoming partners paid the part payment of agreed purchase consideration as on 13th May 2022 accordingly, the majority of partners decided to introduce the new partner with immediate effect. The Partners discussed the matter and following resolution was passed by majority of partners.

The new profit-sharing ratio of the LLP is:

Name of Partner	Existing	Revised
Balwan Singh	24.00%	24.00%
Deepak Kumar Agrawal	46.00%	27.75%
Vijay Chhabra	2.00%	0.25%
Vikas Bateshwar	28.00%	10.00%
M/s Mass Spacebuild Private Limited	0.00%	38.00%
Total	**100.00%**	**100.00%**

"**RESOLVED THAT** M/s Mass Spacebuild Private Limited through its nominee Mr. Jai Prakash Garg be and is hereby appointed/introduced as new partner of the LLP.

"**RESOLVED FURTHER THAT**, Mr. Deepak Kumar Agrawal, Designated Partner of then LLP be and is hereby authorized to file necessary e-form for above appointment/introduction with the Registrar of Companies/LLP, NCT of Delhi and Haryana.

REVIEW OF THE BUSINESS OF LLP

The Chairman informed the Partners about the pending HUDDA License. Further chairman informed that, LLP had granted authority to Mr. Balwan Singh, Designated Partner of the LLP to take necessary action and do whatever think fit for obtain the such license. But the said Designated Partner failed take any steps in the past year to obtain the HUDDA License. Further it came to notice on meeting held on 4th August 2021 that, Mr. Balwan Singh failed to performs his duties as agreed between the partners and initial LLP deed. Accordingly, the Majority of partner in the LLP decided to transfer the aforesaid authority to take necessary action, file documents, liaison at authority to new incoming partner M/s Mass Space Build Private Limited through its nominee Mr. Jai Parksh Garg along with Mr. Deepak Kumar Agrawal and Mr. Vijay Chhabra, Designated Partners of the LLP. The partners discussed d the matters and following resolution was passed with majority of Partners. Further any major decision including but not limited to sale or purchase of any property, subsequent collaboration agreement, changes in the existing collaboration agreement shall require the consent of the majority of 75 percent of partners, to be ascertained through their profit-sharing ratio in the LLP.

"**RESOLVED THAT** M/s Mass Spacebuild Private Limited through its nominee along with Mr. Deepak Kumar Agrawal and Mr. Vijay Chhabra be and are hereby authorized to take necessary action, liaison at HUDDA authority, file documents, sign, send notice and whatever related to foresaid matters for obtain the HUDDA license.

RESOLVED THAT any major decision including but not limited to sale or purchase of any property, subsequent collaboration agreement, changes in the existing collaboration agreement shall require the consent of the majority of 75 percent of partners, to be ascertained through their profit-sharing ratio in the LLP.

"**RESOLVED FURHER THAT**, a certified copy of aforesaid resolution can be submitted to any authority when it requires by Mr. Deepak Kumar Agrawal.

VOTE OF THANKS

The meeting concluded by vote of thanks.

CHAIRMAN OF MEETING

(xiv) Another Supplementary Agreement dated 20.12.2022, which is relevant in the case, reads as under:

SUPPLEMENTARY AGREEMENT DATE 20TH DECEMBER 2022

This Supplementary Agreement to Limited Liability Partnership is an addition to the supplementary deed dated 16th day of May, 2022, 2nd day of March 2021, 15th day of December, 2020, 27th day of June, 2019, 30th day of August, 2018, 20th day of August, 2018, 17th Day of May, 2018, and original LLP Agreement executed on 30th day of April, 2018, of M/s Yassh Deep Builders LLP, LLPIN- AAM-4745, Regd. office 477/4,Basai Road, Ram Nagar Gurugram, HR 122102

THIS Supplementary Agreement of M/s YasshDeep Builders LLP, Reg. Office 477/4, Basai Road, Ram Nagar, Gurugram, Haryana, India, this 20th Day of December 2022.

And Whereas Mr. Deepak Kumar Agrawal, Vijay Chabbra are the Designated Partners in the LLP and Vikas Bateshwar Dubey, M/s Mass Spacebuild Pvt. Ltd. are partners in the LLP.

Cessation of existing Partner (According to original LLP agreement dated 30th April 2018)

Mr. Balwan Singh is expelled by other designated Partners/Partners on the accounts of fraud against LLP, misrepresenting the LLP, and intentionally harming the business of the LLP through illegal activities.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOW

This deed is supplementary to the LLP Agreement.

The continuing partners agreed to change the sharing ratio of the profit/loss of the LLP according to the revised share. The new profit-sharing ratio among the Designated Partners/Partners will be as mentioned below:

NOTARY GOVT. OF INDIA RAM NIWAS MALIK GGM. (Reg. No. 8224) 20 DEC 2022

S. No.	Name	Designation	Sharing ratio
1.	Deepak Kumar Agarwal	Designated Partner	35.75%
2.	Mass Spacebuild Pvt. Ltd.	Partner	50%
3.	Vikas Bateshwar Dubey	Partner	14%
4.	Vijay Chabbra	Designated Partner	0.25%
5.	Total		100%

Arun Sharma
On Behalf of
Mass Space Built Pvt Ltd.

llowing clauses are being changed as a part of this supplementary agreement:
ırisdiction was changed from Rajasthan High Court to Haryana High Court in mentary Agreement dated 27.06.2019. The jurisdiction of court is now changed from ıa High Court to New Delhi.
ırious clause and sub clauses which have not been deleted, modified or added in this mentary agreement will be same as the original LLP AGREEMENT and and mentary agreements dated 30th day of April, 2018, 17th Day of May, 2018, 20th day ıust, 2018, 30th day of August, 2018, 27th day of June, 2019, & 15th day of December, 2nd day of March 2021 and 16th day of May 2022 executed for incorporation and s of MIs YASSH DEEP BUILDERS.
TNESS WHEREOF the Parties hereto have put their hands hereunto on the date, month ar first above written.

k Kumar Agarwal nated Partner)	Vijay Chabbra (Designated Partner)	Vikas Bateshwar Dubey (Partner)

Arun Sharma
Behalf of
space Build through its nominee
(... ...er)

NOTARY GOVT. OF INDIA RAM NIWAS MALIK GGM. (Reg. No. 8224) 20 DEC 2022

Date: 20.12.2022
Place: Gurugram
WITNESSES: Mayank Sharma

ATTESTED
RAM NIWAS MALIK, ADVOCATE
NOTARY, GURUGRAM (HR.) INDIA

(xv) It is contended that FIR No. 0363 dated 24.07.2023 registered at Police Station City Sohana do not relate to any fraudulent or collusive acts of the Petitioner or that it establishes misconduct warranting expulsion. The FIR was lodged on a mala fide complaint engineered by the Respondents to create a false narrative and to prejudice the Petitioner's rights. The plea that the Petition is barred or incompetent on account of the FIR is misconceived. The reliance on *Chetak Construction Ltd. v. Om Prakash (1998) 4 SCC 577* and *K.K. Modi v. K.N. Modi (1998) 3 SCC 573* is misplaced, as those decisions pertain to re-litigation of identical issues before multiple courts, which is not the case here. The Petitioner has pursued remedies in good faith, consistent with his subsisting rights and the present Petition is a legitimate invocation of jurisdiction under the LLP Act, 2008. The allegation of abuse of process or mala fide intent is baseless and denied in entirety. The reliance placed on judgment of the Hon'ble Supreme Court in Dalip Singh v. State of U.P. (2010) 2 SCC 114 is wholly misconceived and inapplicable to the facts of the present case.

(xvi) The reliance placed on judgments of the Hon'ble Supreme Court in *S.P. Chengalvaraya Naidu v. Jagannath (1994) 1 SCC 1* and *A.V. Papayya Sastry v. Govt. of A.P. (2007) 4 SCC 22 are* wholly misconceived and inapplicable to the facts of the present case. The reliance placed by the Respondents on proceedings U/s 9

of the Arbitration and Conciliation Act, 1996, being ARB/59 of 2023 and ARB/92 of 2026, as well as the Section 11(6) petition before the Hon'ble Punjab & Haryana High Court, is misplaced. Those proceedings were distinct, interlocutory and confined to interim measures under the Arbitration Act, whereas the present Petition is a statutory invocation of jurisdiction under Sections 43 and 44 of the LLP Act, 2008, seeking investigation into fraud, mismanagement and statutory violations. The withdrawal of ARB/59 of 2023 was voluntary and without adjudication on merits and therefore cannot operate as res judicata or estoppel. The pendency of ARB/92 of 2026 or Section 11(6) proceedings does not bar the present Petition, as the remedies are separate, independent and not overlapping in scope. The allegation of concealment, forum shopping or abuse of process is baseless, as the Petitioner has consistently pursued lawful remedies available under different statutes.

(xvii) At the time of admission of the present Company Petition, the Tribunal passed an interim order dated 22.05.2026, which was further extended till the disposal of the Petition. Aggrieved by the said interim order, the Respondent has filed Comp.Appl/89(CH)2026 by seeking to vacate the interim passed in the case. However, the Tribunal, by an order 12.06.2026, has directed to list this IA along with main Petition on 03.07.2026 after pleadings are completed for final hearing. Aggrieved by the said orders, the Respondent No.1 & 2 has preferred two Appeals

bearing Nos. 238 & 239 of 2026 before the Hon'ble NCLAT , under Section 421 of Companies Act,2013 on various grounds raised in the Company Petition, apart from seriously assailing that the impugned orders passed by this Tribunal are per se illegal and contrary to law. An IA for vacation of interim orders must be heard first and decided and it cannot be clubbed with the main Petition. After hearing the Appeals, the Hon'ble NCLAT by an order dated 01.07.2026, by upholding the impugned orders passed by this Tribunal, was pleased to dispose of both the Appeals to hear the matter on 03.07,2026 and to dispose of the same as expeditiously as possible, preferable within 4 weeks. Accordingly, the pleadings are completed by the Parties and heard the case finally on 03.07.2026 as directed by the Hon'ble NCLAT and reserved for orders on the same day.

ANALYSIS AND FINDINGS

5. We have heard the Learned Counsels for both the parties and perused the material available on record carefully.

6. Both the Learned Counsels have once again reiterated their respective stands taken in their pleadings as briefly stated supra and urged the Tribunal accordingly.

7. After arguing the case, both the Learned Senior Counsels have filed their respective written gist of arguments in pursuance of the liberty granted by the Tribunal on 03.07.2026.

8. The Tribunal heard the case, and the learned Counsels have elaborated and argued their cases in tune with their main stand taken in their respective pleadings, as briefly stated supra. The Tribunal, by an order dated 03.07.2026, reserved both CP No.42/Chd /Hry/2026 and Comp.Appl/89(CH)2026 by directing the learned Counsels of both the Parties to file a short note on the points of arguments along with supporting judgments, if any, within one week by exchanging the copies with each other.

9. In pursuance of the above directions, no written arguments have been filed on behalf of the Respondent. Only the Learned Counsel for the Petitioner has filed written arguments by inter alia contending as follows:

(i) It is asserted that even if there is no prayer for investigation, this Tribunal is not powerless to order investigation if it is satisfied that circumstances so suggest. The only requirement is to give a reasonable opportunity of being heard to the parties concerned, which as a matter of fact, has been accorded in the present case. The Petitioner is one of the original Designated Partners of Respondent No.1 LLP by investing approximately Rs.2.40 Crores as capital contribution in the LLP. The LLP records themselves reflect his 24% capital contribution prior to the impugned acts of expulsion. The Reply's silence on this pivotal statutory violation amounts to admission of illegality. They have failed to explain or justify the fraudulent deletion of the Petitioner's capital contribution, thereby strengthening the Petitioner's case for investigation and relief sought for.

(ii) The Petitioner specifically pleads his illegal alleged expulsion, alteration of capital contribution & fraudulent induction of Respondent No.5 followed by manipulation of statutory filings. The Respondents have failed to comply with the mandatory requirements of Section 24(3) of the LLP Act, 2008 read with Rule 22 of the LLP Rules, 2009. These provisions obligate the LLP to notify the Registrar of Companies by filing Form-4 in respect of any cessation of partnership. No such Form-4 has been filed evidencing the Petitioner's alleged removal; therefore, the present petition is maintainable. Mere pendency of civil or criminal proceedings or registration of FIRs does not amount to disqualification. Only proven misconduct established by a competent court can justify expulsion, which is absent in the present case.

(iii) It is averred that various allegations of collusion with landowner Sushil Kumar are speculative and unsupported by credible evidence. The so-called forged supplementary agreements were never executed by the Petitioner and cancellation deeds relied upon by the Respondents themselves acknowledge fabrication. The Reply attempts to shift blame onto the Petitioner to justify their own fraudulent expulsion, but such allegations are unsubstantiated. The Reply's silence on this pivotal statutory violation amounts to admission of illegality.

(iv) The jurisdiction of this Hon'ble Tribunal U/s 43 of the LLP Act, 2008 has been clarified by the Hon'ble NCLAT in Anirudh

Kumar v. Hydraulics & Pneumatics India LLP (Company Appeal (AT) No. 8 of 2025, decided on 10.02.2025). wherein, it is inter-alia observed as follows:

> *" 6. It is argued by the learned counsel for the appellant though the application as well as CP was dismissed on eligibility criteria (viz. 1/5th of partners) but the section requires the Ld. NCLT to examine allegations set forth in the petition to find out if the facts complained of are such that it may suo moto direct investigation under Section 43 of the LLP Act.*
>
> *8. Nevertheless, to the limited effect viz eligibility criteria, the impugned order does not require any interference but admittedly it does not discuss if the company petition contains such information as to enable the Tribunal to take a suo moto action per section 43(1)(a) of LLP Act. Thus with consent we dispose of this appeal by maintaining the impugned order but in case a petition is filed in future before the Ld. NCLT, may examine as to if the facts exist to exercise its suo moto power by examining its contents thereof and the impugned order shall not come in the way."*

(v) It is contented that power of this Hon'ble Tribunal to order investigation is not dependent solely upon the form of relief prayed for by the Petitioner. The Hon'ble NCLT, Mumbai Bench, in IA/742/2023 in C.P.(IB)/935(MB)/C-III-2020 titled as Edelweiss Asset Reconstruction Company Versus Smaaash Entertainment Private Limited, vide order dated 31.07.2024, while interpreting Section 213 of the Companies Act, 2013, categorically held in para 33:

> *33. "Sub section (2) of 213 states, on an application made to it by any person or otherwise, if it is satisfied that there are such circumstances where the affairs of the company ought to be investigated then the Tribunal can order investigation, after giving a reasonable opportunity of being heard to the parties*

concerned. Therefore, we are of the considered view that even if there is no prayer for investigation, this Tribunal is not powerless to order investigation if it is satisfied that circumstances so suggest. The only requirement is to give a reasonable opportunity of being heard to the parties concerned. Considering the conspectus of the present case, we issue notice to Respondent no.1, 2 and 4 under Section 213(b) of the Companies Act, 2013."

(vi) Therefore, this Hon'ble Tribunal can exercise suo motu jurisdiction U/s 43/44 of the Act to direct investigation into the affairs of an LLP whenever circumstances disclose fraud, mismanagement or statutory non-compliance. The ratio in Smaaash Entertainment reinforces that the Tribunal's powers are substantive and cannot be curtailed by technical objections or the absence of a specific prayer. In the present case, the Petition discloses grave acts of fraudulent expulsion, misappropriation of capital contribution and manipulation of statutory filings, which squarely invite the exercise of this Tribunal's jurisdiction to order investigation.

(vii) In another case, the Hon'ble NCLAT in Union of India (SFIO) v. Duane Park Pvt. Ltd. (Company Appeal (AT) (Insolvency) Nos. 964 & 965 of 2019, decided on 02.12.2019) has inter-alia held as follows:

"In view of the aforesaid position of law, we are of the view that the Adjudicating Authority was not competent to straight away direct any investigation to be conducted by the 'Serious Fraud Investigation Office'. However, the Adjudicating Authority (Tribunal) being competent to pass order under Section 213 of the Companies Act, 2013, it was always open to the Adjudicating Authority/Tribunal to give a notice with regard to

the aforesaid charges to the Promoters and others, including the Appellants herein and after following the procedure as laid down in Section 213, if prima facie case was made out, it could refer the matter to the Central Government for investigation by the Inspector or Inspectors and on such investigation, if any, actionable material is made out and if the Central Government feels that the matter requires investigation through the 'Serious Fraud Investigation', it can proceed in accordance with the provisions as discussed above. Impugned order shows parties have been heard on the charges claimed by the 'Resolution Professional'."

Therefore, the Petition is maintainable, within limitation and squarely falls within the jurisdiction of this Hon'ble Tribunal and the Petitioner is entitled for the relief as prayed for in the Petition.

ANALYSIS AND FINDINGS:

10. We have considered the submissions of the Learned Counsels for the parties and perused the record. From the submissions of the Ld. counsels of the parties and the material on record the following issues arise for our consideration:

(i) Whether the Petitioner has locus standi or not to maintain the Petition U/s 43/44 of LLP Act, 2008;

(ii) Whether this Tribunal is empowered to interfere in the affairs of LLP when the Petitioner established mismanagement in the affairs of LLP warranting an order for investigation into the affairs of the LLP:

(iii) Whether the Petition is barred by laches and limitation.

11. So far as the first issue is concerned, Section 24 of LLP deals cessation of Partnership interest, which says a Person may cease to be Partner of LLP in accordance with agreement with other Partners alternatively cease to be a Partner on his death or dissolution of LLP or he is declared to be un-sound mind by competent Court or he has applied to be adjudged as an insolvent or declared as an insolvent. The contention of Respondents that the Petitioner ceased to be Member with effect from 20.12.2022 on account of alleged mis-conduct in terms of LLP Agreement dated 30th April, 2018(which is referred to as Agreement hereinafter).

12. There are total 12 Partners as per this Agreement, only five are designated Members, which includes the Petitioner herein and they have agreed to be bound by the terms and conditions of this Agreement. Clause 5 of the Agreement inter-alia says that the existing Partners may at any time admit and appoint others as may be mutually decided unanimously at any time and from time to time. Clause 10 of the agreement deals with admission of new Partners, which clearly says that no new partner shall be introduced without the consent of all the existing Partners.

13. As per clause 12 of agreement, all partners shall have rights, title and interest in all the assets and properties in the LLP in proportion of their contribution or per mutual agreement. Clause 19 of the agreement deals with Management of the LLP which mandates concurrence of all the Partners with respect to admission of new Partners/ appointment of Designated Partners; expulsion of any Partner etc. And the decisions taken should be recorded in minutes within 30 days of meeting and same be kept at the registered office of LLP. And the Partners shall be given 15 days prior

notice to any meeting of LLP. Clause 23 particularly deals with CESSATION OF EXISTING PARTNERS, which inter-alia mandates that no majority of Partners can expel any Partner except in the situation where any Partner has been found guilty of carrying on the activity /business of LLP with fraudulent Purpose.

14. It is relevant to refer one of Supplementary Agreements dated 02nd March, 2021, which is stated to be addendum Agreement of original LLP agreement dated 30th April, 2018, wherein Balwant Singh (the Petitioner herein) Mr. Vijay Chhabra and Deepak Kumar Agarwal, who are designated partners, along with Vikas Bateshwar Dubey have participated, and have agreed to expel other partners namely Mr. Pavas Chowdhary, Yashansh Chowdhary and Ms. Aparjita Chodhary.

15. In this Agreement, the Petitioner‘s percentage of contribution and Profit/loss remained the same at 24% and also clarified that majority would be decided through Partners profit sharing ratio. It is not in dispute that there are no allegations at all against the Petitioner by the date of execution of this Supplementary Agreement. Another proceeding held in the presence of Petitioner is 16th May, 2022, which is extracted above, wherein the Petitioner himself proposed Deepak Kumar Agarwal, the second Respondent herein, as Chairman of the meeting held on 16.05.2022 Here also, the Petitioner was not alleged of any misconduct. However, in a span of about 7 months, four of remaining Partners themselves have recorded simply saying " Mr. Balwan Singh is expelled by other designated Partners on the account of fraud against LLP, misrepresenting the LLP and intentionally harming the business of the LLP through illegal activities, and also mentioned cessation

is in accordance with terms of original Agreement dated 30th April,2018," vide another Supplementary Agreement dated 20.12.2022.

16. It is important to note here that the Respondents tried to defend the alleged expulsion dated 22.12.2022, on the subsequent cases filed against the Petitioner viz FIR No.239 dated 11.07.2024, wherein it is alleged that the Petitioner was in conspiracy with his co-accused, forged and fabricated revenue records etc Another FIR No. 0363 is also dated 24.07.2023 at Police Station City Sohana under various Sections with several allegations of criminal conspiracy, breach of trust, etc Therefore, there is no iota of truth that the so-called expulsion was based on any proven misconduct as contended by the Respondent or in terms of the Agreement and **those cases are subsequent to the expulsion and they are also stated to be pending at various stages.** The Respondents cannot take law into their hands presuming that subsequent FIRs registered are deemed to have proved and they are entitled to take action.

17. As contended by the Petitioner, the second Respondent himself was also facing several criminal cases registered against him under various sections of IPC, as per his own Affidavit filed before Election of India. The cases registered and pending against him are Crime No. 444/2000 PS Piparch Dist, Gorakpur before JM Ist Dist, Gorakhpur, CC No. 530/2019 CJM Court, CC No. 237/2002, JM-III Dist Gorakhpur etc. However, these cases are not a bar to the second Respondent to continue as Designated Partner, while alleging that the Petitioner is not eligible to continue as Partner.

18. Therefore, the circumstances, under which the alleged expulsion order takes place, is enough for the Tribunal to order investigation into the affairs of LLP. Since the Petitioner was not put under notice before the alleged expulsion and due process of law was not followed, the alleged expulsion is non-est in the eye of law and it will not bind the Petitioner. The contentions raised in this context by the Respondents that the Petitioner is aware of the order of expulsion in other proceedings will not cure illegality and validate the illegal order. Therefore, the Petitioner is deemed to be a Partner of LLP and all actions to carry out the alleged cessation are to be treated as ab-initio void. Therefore, the first issue is accordingly answered in affirmative and in favour of the Petitioner.

19. So far as second issue relating to jurisdiction of the Tribunal is concerned, it is to be seen that Sections 71 and 72 of LLP Act provide that **the *provisions of this Act shall be in addition to and not in derogation of, the provisions of any other law for the time being in force and the Tribunal shall exercise such powers and perform such functions as are or may be, conferred on it by or under this Act or any other law for the time being in force.*** Even the Respondents have preferred Company Appeals No. 238 & 239 of 2026 against the interim orders passed by this Tribunal, are under Section 421 of Companies Act, 2013. Therefore, the Tribunal can rely on relevant provisions as available in Companies Act, 2013. The Tribunal is fully competent to interfere and adjudicate whenever serious allegations of mismanagement and violations of statutory provisions are proved with substantial evidence. Therefore, it is not correct to say that the Tribunal cannot interfere in the subject issue.

20. As stated supra, the Hon'ble NCLAT in case of ***Anirudh Kumar v. Hydraulics & Pneumatics India LLP (Company Appeal (AT) No. 8 of 2025***, decided on 10.02.2025 has inter-alia stated that ***even the Petitioner could not satisfy minimum threshold to maintain the Petition, the Tribunal ought to see the merits of the case in the main petition to see whether the Tribunal can suo moto take cognizance of the affairs of LLP to order investigation.*** Therefore, the Tribunal is not barred from taking cognizance of the matter even if the minimum shareholding is not possessed by the Petitioner. The second issue is accordingly answered in affirmative and in favour of the Petitioner.

21. So far as the issue of laches and limitation is concerned, after throwing the Petitioner out from the LLP on the pretext of alleged mis-conduct, the Respondents, especially second Respondent, have filed various civil and Criminal cases forcing the Petitioner to spend more time on defending those cases. Unless the Respondents establish that the Petitioner was initially expelled in terms of the Agreement in question and duly following the provisions of LLP Act and principles of natural justice and settled his capital investment of Rs. 2.40 Cr, question of lachs and limitation does not arise. As detailed supra, the Respondents miserably failed to justify the alleged expulsion of the Petitioner.

22. So far as allegation of mismanagement in the affairs of LLP is concerned, it is to be pointed out that there are twelve Members in total, which includes five Designated Members and the Petitioner is number one position till the alleged expulsion. And thereafter, in an arbitrary manner removing Members one by one and ultimately hardly four Members

remained by the end of year 2022. It is relevant to point out here that only the second Respondent is opposing the Petition by filing reply on his behalf and the LLP. Even though there are specific allegations against Respondent Nos. 4 to 6.

23. It is not in dispute that the Tribunal in terms of Section 43(1) of LLP , can either suo motu, or on an application received from not less than one-fifth of the total number of partners of limited liability partnership, by order, declare that the affairs of the limited liability partnership ought to be investigated; or any Court, by order, declare that the affairs of a limited liability partnership ought to be investigated.

24. As enumerated supra, there are series of statutory violations, which includes arbitrary actions to expels the Petitioner, fabrication of minutes, filing of false Form-3 with the Registrar of Companies, misappropriation of the Petitioner's capital contribution and continuous defaults in filing mandatory returns under Sections 34 and 35 of the LLP Act. Subsequent to incorporation, multiple Supplementary Agreements were executed in arbitrary manner recording changes in composition of partners, capital contribution, re-distribution of the capital fund made by the Petitioner altering the constitution and capital structure of the LLP.

25. The manner to execute Supplementary LLP Agreement dated 16.05.2022 for the induction of Mass Space build Private Limited as a Partner (Respondent No. 5) with 38% shareholding in the Respondent No.1 LLP also requires investigation. The contention of the Respondent that since M/s Mass Space build Private Limited had already retired/exited from the LLP on 26.06.2024 and thus allegation in this regard by the Petitioner is no

more valid, is not tenable. It is a serious allegation of the Petitioner that various proceedings of LLP including the proceedings dated 16.05.2022 are fabricated. It is required to be investigated the manner the Respondents are resorting to admit new Partners and expel existing Partners at whims and fancies. And the Respondents, instead of leading the business of LLP, are resorting to various illegal things, which are required to be investigated by the Competent Authority.

26. So far as the allegation of forum shopping is concerned, it is not the case of the Respondents that the Tribunal is not competent forum to look into the affairs of LLP and the Petitioner has approached the Tribunal with the present Petition, after registering statutory Complaint dated 6.04.2025 with the ROC(Respondent No.7) As per law, even Govt apart from Tribunal, can order an investigation into the affairs of LLP. As stated supra, the said Complainant was taken cognizance of by MCA by issuing notices to the Respondents granting them 15 days' time.

27. The Hon'ble NCLAT has dealt the entire issue of ordering investigation and resultant actions in the case of ***Union of India, through Serious Fraud Vs.Duana Park PVT Ltd & another (2025) ibclaw.in 115 NCLAT***, wherein the circumstances have been explained/enumerated in terms of extant provisions of Companies Act, 2013 to exercise powers by NCLT to order investigation into the affairs of Company. Section 213 of Companies Act has empowered the Tribunal to order investigation into affairs of a Company when a prima facie case is established by a Party who has approached the Tribunal warranting such investigation.

28. As detailed supra, the Petitioner has prima facie established that the affairs of LLP are not being conducted in accordance with law. It is also held therein that Civil Procedure Code is not applicable for any proceeding before the Tribunal and in terms of Section 424 of Act, the Tribunal is guided by the principles of natural justice and other provisions of Companies Act.

29. Jurisdiction of the Tribunal and the Appellate Tribunal has been dealt with U/s 72 of LLP Act, 2008. Section 72(1) reads that the Tribunal shall exercise such power and perform such functions as are, or may be conferred on it by or under this Act or any other law for the time being in force. The principal act to the LLP Act, 2008 is the Companies Act, 1956(1 of 1956), which was replaced/amended by the Companies Act, 2013. Therefore, section 2(2) of the LLP Act, 2008 says ***"words and expressions used and not defined in this Act but defined in the Companies, 1956 shall have the meanings respectively assigned to them in the Act"***. Almost all the provisions of the LLP Act are more or less analogous to similar provisions as available in the Previous Companies Act, 1956, which was replaced by the Companies Act, 2013, which incorporates amendments. Section 43 of the LLP Act is akin to Section 213 of the Companies Act, 2013. As noted above, the Respondents have challenged the interim orders dated 22.05.2026 and 12.06.2026 before the Hon'ble NCLAT in Company Appeal (AT) Nos. 238 and 239 of 2026 under Section 421 of the Companies Act, 2013. This itself indicates that the orders were passed in exercise of the Tribunal's jurisdiction. There is, therefore, no merit in the contention that the Tribunal lacks competence to consider the reliefs sought in the present proceedings.

30. The alleged expulsion of the Petitioner as Designated Partner of LLP vide Supplementary Agreement dated 20.12.2022 is prima facie found to be legally unsustainable, and thus it is to be interfered with for the reasons stated supra.

31. So far as the contention of the Respondents that invocation and participation in the arbitration proceedings in question operates as res judicata, is not tenable. Admittedly, the Arbitrable proceedings in question are not initiated under the Provisions of the LLP Act, 2008. Moreover, the issue raised, and relief sought for in the instant Company Petition are not arbitrable and they cannot be subject to Arbitration and are beyond the scope of the powers of the Arbitrator. In this regard, several decisions are available, viz ***Booz Allen and Hamilton INC Vs. SBI Home Finance Limited and others (2022) 5 SCC 532: Vidya Drolia and others Vs. Durga Trading Corporation (2021)2 SCC 1***, Another judgement in this regard is dated 1st June, 2026, rendered in ***Purshothaman Thitta Vs. Pothan Rajan and another (2026:KER:37218)***, by Honble High Court of Kerala at Ernakulam.

32. The contention of the Respondent that the present proceedings are fundamentally vitiated by the doctrine that fraud unravels everything. It is a settled principle of law that any action, document, or proceeding tainted by fraud is a nullity in the eyes of law and cannot be permitted to stand. And their reliance on the Hon'ble Supreme Court judgement in ***S.P. Chengalvaraya Naidu vs. Jagannath (1994) 1 SCC 1*** wherein it is inter-alia held that "a judgment or decree obtained by playing fraud on the court is a nullity and non-est in the eyes of law." And another judgement

rendered in ***A.V. Papayya Sastry vs. Govt. of A.P. (2007) 4 SCC 221*** wherein it is inter-alia reiterated that fraud vitiates all judicial and quasi-judicial acts, orders, and proceedings.

33. Since the Tribunal itself cannot investigate various allegations made by the Petitioner, it is for the competent investigating authorities to investigate them and to submit their findings to concerned authorities to initiate appropriate action(s) based on such a report.

34. For the aforesaid reasons, based on facts and circumstances of the case and keeping in mind the relevant law as mentioned supra, we are of the considered view that the Company Petition is to be allowed with consequential directions.

35. In the result, by exercising powers conferred on the Tribunal, under provisions of Sections 43 and 44, 71 and 72 of LLP Act, 2008, the Company Petition bearing **C.P No.42/Chd/Hry/2026** is hereby allowed with the following directions:

(i) The Respondent Nos. 6 (ROC, Haryana) & 7 (RD Northern Region) are hereby directed to cause investigation into the affairs of LLP (Respondent No. 1) against various allegations contained in this Petition and also take into consideration the Complaint dated 06.04.2026, which includes various supplementary agreements, which are alleged to have been executed contrary to law and the basic LLP Agreement dated 30.04.2018 made against Respondent No. 1 to 4 by appointing Inspectors of the Department duly following the principles of natural justice. They are further directed that they should initiate appropriate actions against the concerned, based on findings/recommendations of the investigation report:

(ii) We hereby declare that the alleged expulsion mentioned in the Supplementary Agreement dated 20.12.2022 declaring Cessation/expulsion of the Petitioner from the LLP is unsustainable in law and it has no legal consequences and it will not bind on the Petitioner. Therefore, it is hereby quashed and set aside. Resultantly, the Petitioner is deemed to be a designated Partner of the LLP and thus consequential actions taken by the Respondent No. 1 to 4: viz filing Form 3, other actions re-distribution of contribution of Petitioner to other Partners etc are also hereby set aside:

(iii) The Respondent Nos 1 & 2 are hereby directed to involve the Petitioner in all the affairs of LLP from the date of passing this order.

(iv) The interim orders dated 22.05.26 and 12.06.26 passed in the case stand merged in this final order.

(v) **Comp. Appl No. 89/2026** seeking to vacate the interim orders became infructuous, and thus it is hereby dismissed as such.

(vi) In compliance with the directions of Hon'ble National Company Law Appellate Tribunal passed on 01.07.2026 in Company Appeal Nos. 238 & 239 of 2026, final orders are passed within 4 weeks, as directed.

(vii) No order as to costs.

36. Accordingly, **C.P. No. 42/Chd/Hry/2026** is ***allowed and disposed of***. Consequently, **C.A. No. 89/2026** has become infructuous and is disposed of accordingly.

SD/-

(SHISHIR AGARWAL)
MEMBER (TECHNICAL)

SD/-

(KHETRABASI BISWAL)
MEMBER (JUDICIAL)