THE NATIONAL COMPANY LAW TRIBUNAL
CHANDIGARH BENCH (COURT-I), CHANDIGARH

I.A. (I.B.C)/947 (CH)2026
in
CP (IB) No. 248/Chd/Chd/2019
(Admitted)

(Application under section 60(5) of the Insolvency and Bankruptcy Code, 2016 read with Rule 11 of the National Company Law Tribunal Rules, 2016)

IN THE MATTER OF I.A(IBC) No. 947 of 2026:
MAINFIELD SPORTS PRIVATE LIMITED
Office at: 909, Ninth Floor, Best Sky Tower,
Netaji Subhash Place, Pitampura,
North West, New Delhi- 110034

...Applicant

Versus

1. MOHIT CHAWLA
RESOLUTION PROFESSIONAL
Chandigarh Overseas Private Limited
SCO 26, Shri Balaji Complex, old
Ambala Road, Himmatgarh, Dhakauli,
Sub Tehsil Zirakpur, District SAS Nagar,
near hotel Dreamz Inn & suites,
Sahibzada Ajit Singh Nagar, Punjab- 140603
EMAIL: camohitchawla@gmail.com ; irpcopl@gmail.com

...Respondent No.1

2. GURBINDER SINGH
Authorised Representative
Class of Creditors – Allottees
#5600, Sector 38 West, Chandigarh,160014
Email: gurbinderca@gmail.com

...Respondent No.2

3. CREDO ASSETS PRIVATE LIMITED AND ANIL PRAKASH AGGARWAL
Successful Resolution Applicant
SBP house, Plot no. 1265, Sector 82,
SAS Nagar, Mohali, Punjab
EMAIL: finance@sbpgroup.in

...Respondent No.3

4. SANDEEP KUMAR
house no. 152, Sector 40-A
Chandigarh 160036
email: sandeepkn@hotmail.com

...Respondent No.4

5. POONAM NIRANKARI
House no. 152, Sector 40-A,
Chandigarh 160036
email: naininirankari@gmail.com

...Respondent No.5

6. **NAVEEN BANSAL**
house no. 1419, sector 42-b
Chandigarh 160036
email: sandeepkn@hotmail.com

...Respondent No.6

IN THE MATTER OF CP(IB) No. 248/Chd/Chd/2025:

Kone Elevator India Private Limited

... Petitioner/Operational Creditor

Vs.

Chandigarh Overseas Private Limited

...Corporate Debtor

Order delivered on: 31.07.2026

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

Present:

For the Applicant	:	Mr. Sandeep Bajaj, Advocate Mr. Reshabh Bajaj, Advocate
For Respondent No.1	:	Mr. Atul V Sood, Advocate Mr. Arora Vishwas Kumar, Advocate Mr. Rohan Sood, Advocate
For Respondent No.2	:	Mr. Surjeet Bhadu, Sr. Advocate Ms. Sanya Thakur, Advocate
For Respondent No.3	:	Mr. Vipul Joshi, Advocate

ORDER

1. The present Application has been filed by **Mainfield Sports Private Limited**, a Financial Creditor in a Class (allotee) holding 1.36% voting share in the Committee of Creditors of the Corporate Debtor *(hereinafter referred to as the "Applicant")* under section 60(5) of the Insolvency and Bankruptcy Code *(hereinafter referred to as the "Code")* read with Rule 11 of the National Company Law Tribunal Rules, 2016 *(hereinafter referred to as the "Rules")* seeking recall of the order dated 09.06.2026 passed by this Adjudicating Authority in *IA (IBC)(Plan)/6(CH)2024*, whereby the application filed under Section 30(6) of the Code seeking approval of the Resolution Plan was reserved for orders.

BRIEF FACTS:

2. Submissions made by the Applicant are as follows:

(i) The Corporate Debtor is engaged in the development of the real estate project "Industrial Knowledge (Fashion Technology) Park" over approximately 13.75 acres of land situated at Sector-90, Mohali. CIRP against the Corporate Debtor commenced pursuant to the admission of the petition under Section 9 of the Code vide order dated 27.02.2023, and thereafter the Resolution Plan submitted by the consortium of Credo Assets Private Limited and Mr. Anil Prakash Aggarwal was approved by the Committee of Creditors, following which the Resolution Professional filed the Plan Approval Application before this Adjudicating Authority.

(ii) The Applicant, being a homebuyer and member of the Committee of Creditors, seeks recall of the order dated 09.06.2026 on the ground that the Resolution Plan was reserved for orders without the Committee of Creditors being afforded an opportunity to consider subsequent developments which, according to the Applicant, materially affect the feasibility and viability of the Resolution Plan.

(iii) It is submitted that Respondent Nos. 4 to 6 claim ownership over approximately 1.975 acres forming part of the project land and had instituted *I.A. No. 2479 of 2023* seeking exclusion of the said land from the CIRP. According to the Applicant, vide order dated 05.06.2026, this Adjudicating Authority held that the underlying ownership dispute falls within the jurisdiction of the competent Civil Court. However, Clause 7.10 of the Resolution Plan proceeds on the premise that upon approval of the Resolution Plan, the pending civil proceedings would automatically stand dismissed and the disputed land would vest in the Corporate Debtor. The Applicant contends that this renders the Resolution Plan inconsistent with the order dated 05.06.2026 and consequently non-compliant with Section 30(2)(e) of the Code.

(iv) The disputed land constitutes an integral part of the Corporate Debtor's principal asset and the Resolution Plan does not provide any mechanism to address the eventuality of an adverse decision by the Civil Court. It is contended that the Plan is silent on the consequences of any reduction in the project land, the impact upon implementation, funding, timelines, allottee interests and overall feasibility. It is further submitted that Clause 17 of the Resolution Plan provides for a validity period of 43 months, without prescribing any mechanism to address the contingency of the civil litigation remaining pending beyond the said period or the possibility of the Successful Resolution Applicant treating such eventuality as a material adverse event.

(v) The order dated 05.06.2026 passed by this Tribunal was not placed before the Committee of Creditors prior to the Resolution Plan being reserved for orders and was disclosed only during the 33rd CoC Meeting held on 09.06.2026, thereby depriving the CoC of an opportunity to reconsider the Resolution Plan in light of the altered factual and legal position. It is accordingly submitted that any modification of the Resolution Plan by this Adjudicating Authority, without remitting the matter back to the CoC, would amount to an impermissible alteration of the commercial terms of the Resolution Plan.

(vi) In support of the above contentions, the Applicant has relied upon the decisions of the Hon'ble Supreme Court in *Ebix Singapore Pvt. Ltd. v. Committee of Creditors of Educomp Solutions Ltd. and Jaypee Kensington Boulevard Apartments Welfare Association v. NBCC (India) Ltd.*, to contend that the Adjudicating Authority cannot modify or substitute the commercial terms of a Resolution Plan and that where the Plan is found to be inconsistent with the requirements of Section 30(2) of the Code, the only permissible course is to remit the matter to the Committee of Creditors for fresh consideration.

(vii) On the aforesaid grounds, the Applicant has prayed for recall of the order dated 09.06.2026, convening of a fresh meeting of the Committee of Creditors to consider the effect of the order dated 05.06.2026 and the pending title dispute upon the feasibility and viability of the Resolution Plan, and thereafter reconsideration of the Resolution Plan by this Adjudicating Authority after such deliberation by the Committee of Creditors.

SUBMISSIONS BY RESPONDENT NO.1:

3. Learned counsel appearing for Respondent No. 1 (Resolution Professional) submitted that the present Application is not maintainable and is liable to be dismissed as the Applicant seeks, under the guise of seeking recall of the

order dated 09.06.2026, to reopen issues which neither affect the Corporate Insolvency Resolution Process nor the Resolution Plan approved by the Committee of Creditors.

(i) It was submitted that the pendency of Civil Suit No. CS-75 of 2016 and the dispute relating to the subject land had been expressly disclosed in the Information Memorandum circulated during the CIRP. Consequently, all prospective Resolution Applicants, the Committee of Creditors and ultimately the Successful Resolution Applicant had submitted and considered the Resolution Plan with full knowledge of the pending litigation.

(ii) Learned counsel further submitted that the Applicant's allegation that the order dated 05.06.2026 was never placed before the Committee of Creditors is factually incorrect. The issue was specifically deliberated upon in the 33rd Meeting of the Committee of Creditors, wherein the Resolution Professional explained that the order merely held that the rights arising under the Sale Agreement dated 21.07.2008 and the question of title and possession were matters falling within the jurisdiction of the competent Civil Court and did not necessitate any modification of the Resolution Plan.

(iii) It was further submitted that the order dated 05.06.2026 neither altered the assets of the Corporate Debtor forming part of the CIRP nor affected the feasibility or viability of the Resolution Plan. The Resolution Professional had, therefore, rightly informed the Committee of Creditors that no further commercial consideration or reconsideration of the Resolution Plan was warranted.

(iv) Learned counsel submitted that the Applicant is seeking to reopen the commercial decision already taken by the Committee of Creditors on the basis of a subsequent judicial order which neither modifies the Resolution Plan nor creates any fresh obligation upon the Resolution Professional or the Successful Resolution Applicant. Such an exercise is beyond the scope of the present proceedings and is intended only to delay the conclusion of the CIRP.

(v) It was accordingly prayed that the present Application, being devoid of merit and not disclosing any ground warranting recall of the order dated 09.06.2026, deserves to be dismissed.

SUBMISSIONS BY RESPONDENT NO. 2:

4. Learned counsel appearing for Respondent No. 2 submitted that the present Application is devoid of merit and has been filed only with the object of delaying approval of the Resolution Plan, despite the Applicant being a Financial Creditor in a class holding merely 1.36% voting share in the Committee of Creditors. It was submitted that the Resolution Plan had already been heard and reserved for orders and, as recorded in the Minutes of the 33rd CoC Meeting dated 09.06.2026:

"The Resolution Professional informed the Committee that the hearing before the Hon'ble NCLT, Chandigarh Bench, in the matter of the Resolution Plan application was concluded on this date. The Hon'ble Bench has reserved the order on the Resolution Plan. The Committee noted this as a positive and significant development."

(i) It was further submitted that the allegation that the order dated 05.06.2026 was never placed before the Committee of Creditors is factually incorrect. Referring to the Minutes of the 33rd CoC Meeting, learned counsel submitted that the matter was specifically deliberated upon, wherein it was recorded:

"The Authorized Representative drew the attention of the Committee to the judgment dated 05.06.2026... and sought the views of the Resolution Professional regarding its implications on the Resolution Plan and the CIRP of the Corporate Debtor."

(ii) It was submitted that the Resolution Professional had explained before the Committee that the judgment dated 05.06.2026 merely relegated the parties to the competent Civil Court and did not affect implementation of the Resolution Plan. The Minutes record the following:

"The rights and obligations arising under the Sale Agreement dated 21.07.2008, including the question of physical possession, part performance, and the entitlement to a registered sale deed, are all matters squarely within the domain of the Ld. Civil Court... and this Authority neither can nor ought to usurp that jurisdiction."

(iii) Learned counsel further submitted that the Resolution Professional also informed the Committee that the pending civil litigation had already been disclosed in the Information Memorandum and that the Successful Resolution Applicant had submitted the Resolution Plan with full knowledge thereof. Consequently, the judgment dated 05.06.2026 neither required reconsideration of the Resolution Plan nor any fresh commercial decision by the Committee of Creditors.

(iv) It was further submitted that, in view of the judgments of the Hon'ble Supreme Court in *Adani Power Ltd. v. Shapoorji Pallonji & Co. Pvt. Ltd.* and *Electrosteel Steel Ltd. v. Ispat Carrier Pvt. Ltd.*, continuation of the pending civil proceedings would not render the Resolution Plan unworkable or impose any liability upon the Successful Resolution Applicant after approval of the Resolution Plan.

(v) On the aforesaid grounds, learned counsel prayed that the present Application, being founded on incorrect factual assertions and intended only to delay the CIRP, deserves to be dismissed.

SUBMISSIONS BY RESPONDENT NO.3:

5. Learned counsel appearing for Respondent No. 3 (Successful Resolution Applicant) submitted that the present Application is wholly misconceived and has been filed solely to delay the approval of the Resolution Plan. It was submitted that the Applicant seeks recall of the order dated 09.06.2026 only on the alleged inconsistency between the order dated 05.06.2026 passed in IA No. 2479/2023 and certain clauses of the Resolution Plan, whereas no such inconsistency exists warranting recall of the order reserving the Resolution Plan for orders.

(i) It was submitted that the pendency of Civil Suit No. CS-75 of 2016 was expressly disclosed in the Information Memorandum and, therefore, the Committee of Creditors, the Prospective Resolution Applicants and the Successful Resolution Applicant were fully aware of the pending litigation at every stage of the CIRP. It was further contended that the order dated 05.06.2026 was also within the knowledge of the Committee of Creditors as well as this Adjudicating Authority prior to the Resolution Plan being reserved for orders on 09.06.2026. Consequently, the allegation that the said order was suppressed from this Adjudicating Authority is wholly incorrect.

(ii) Learned counsel further submitted that even assuming any apparent inconsistency between the order dated 05.06.2026 and the Resolution Plan, the same neither renders the Resolution Plan unworkable nor necessitates reconsideration by the Committee of Creditors. Reliance was placed upon the judgments of the Hon'ble Supreme Court in *Adani Power Limited v. Shapoorji Pallonji & Co. Pvt. Ltd.* and *Electrosteel Steel Limited v. Ispat Carrier Pvt. Ltd.* to contend that although the pending civil proceedings may continue, any decree or award subsequently passed cannot be enforced against the Corporate Debtor or the Successful Resolution Applicant after approval of the Resolution Plan.

(iii) It was further submitted that the legal position declared in *Adani Power* was already in force when the Resolution Plan was approved by the Committee of Creditors, when the Plan Approval Application was filed, when the order dated 05.06.2026 was passed, and when the Resolution Plan was reserved for orders. Accordingly, the pendency of the civil proceedings does not affect the feasibility or implementation of the Resolution Plan.

(iv) Learned counsel submitted that Respondent No. 3 remains fully capable of implementing the Resolution Plan irrespective of whether the civil suit continues in terms of the order dated 05.06.2026 and that continuation of such proceedings would not create any additional liability upon the Corporate Debtor or the Successful Resolution Applicant. It was accordingly submitted that the present Application is a misuse of the process of law, filed only to obstruct and delay approval of the Resolution Plan, and therefore deserves to be dismissed.

ANALYSIS AND FINDINGS:

6. Upon hearing the learned counsel for the parties and perusing the material available on record, the principal issue that arises for consideration is whether the Order dated 09.06.2026 reserving the Resolution Plan for orders is liable to be recalled on the ground that the Order dated 05.06.2026, read with the pending civil suit concerning the disputed land, materially affects the Resolution Plan so as to warrant its reconsideration by the Committee of Creditors.

7. The principal contention of the Applicant is that, in view of the Order dated 05.06.2026 passed by this Tribunal in *I.A. No. 2479 of 2023* holding that the ownership dispute in respect of the impugned parcel of land falls within the jurisdiction of the competent Civil Court, the Resolution Plan has become unworkable and ought to be remitted to the Committee of Creditors for fresh consideration. According to the Applicant, Clause 7.10 of the Resolution Plan, which contemplates vesting of the disputed land in the Corporate Debtor upon approval of the Resolution Plan, stands in direct conflict with the aforesaid order.

8. At the outset, it is pertinent to note that neither the Order dated 05.06.2026 nor the Resolution Plan proceeds on the premise that the title dispute itself stands finally adjudicated. The Order dated 05.06.2026 merely records that this Tribunal lacks jurisdiction to decide the underlying question of ownership and leaves the parties to pursue their remedies before the

competent Civil Court. Equally, the existence of the pending civil proceedings was not an unknown or subsequent development. The Information Memorandum had disclosed the pendency of Civil Suit No. CS-75-2016, and the Resolution Applicant admittedly submitted its Resolution Plan with knowledge of such litigation. Therefore, the Applicant's submission that the Resolution Plan has become unviable solely because of the Order dated 05.06.2026 is misconceived.

9. The legal position governing the effect of pending proceedings after approval of a resolution plan is also no longer res integra. In Standard Chartered Bank v. Satish Kumar Gupta, Resolution Professional of Essar Steel Ltd. & Ors., the Hon'ble Supreme Court reversed the contrary view of the Hon'ble NCLAT and recognised that proceedings which were already pending before a competent forum are capable of continuing in accordance with law, subject to the consequences flowing from an approved resolution plan. The same principle was reiterated in Ghanshyam Mishra & Sons Pvt. Ltd. v. Edelweiss Asset Reconstruction Co. Ltd., wherein the Hon'ble Supreme Court clarified the extent to which claims survive or stand extinguished upon approval of a resolution plan.

10. The issue was considered more directly in ***Shapporji Pallonji and Co. Pvt. Ltd. v. Kobra West Power Company Ltd., (2023) ibclaw.in 146 NCLAT***, and was reaffirmed by the Hon’ble Supreme Court, wherein it was held that:

“19. For all the foregoing reasons, we are of the considered view that there is no illegality in the Order of the ‘Approval of the Resolution Plan’ by the Adjudicating Authority and we do not see any reason to set aside the Resolution Plan per se except for observing that the RP ought not to have made a ‘Contingent Provision’ with respect to the Appellant herein having regard to the specific facts of this case, which would be subject to the result of the Arbitration Proceedings.
20. Having observed so, liberty is being given to the Appellant herein to pursue

all contentions available to them in the pending Arbitration Proceedings and the same be decided in the said proceedings on its own merits in accordance with law. This Appeal is disposed of with the aforenoted observations. No Order as to costs. It is to be noted that keeping in view the peculiar facts of the attendant case on hand, this Order is being passed."

11. The ratio emerging from the aforesaid decisions is that the continuation of an independent judicial or arbitral proceeding does not, by itself, render a Resolution Plan contrary to the provisions of the Code or incapable of implementation. Such proceedings may continue before the competent forum, but the rights and obligations of the Successful Resolution Applicant remain governed by the Resolution Plan as approved under Section 31 of the Code.

12. We also find no merit in the Applicant's contention that the Committee of Creditors was deprived of an opportunity to consider the implications of the order dated 05.06.2026. The Minutes of the 33rd Meeting of the Committee of Creditors dated 09.06.2026 demonstrate that the said judgment was specifically placed before the Committee by the Authorised Representative, whereupon the Resolution Professional explained that the order merely relegated the parties to the competent Civil Court, that the pending litigation had already been disclosed in the Information Memorandum, and that no modification of the Resolution Plan was warranted. After deliberation, the Committee did not consider it necessary to revisit its commercial decision. The Applicant's allegation of suppression or non-disclosure is, therefore, contrary to the contemporaneous record.

13. Viewed in the aforesaid legal backdrop, we find that there is no inconsistency between the Order dated 05.06.2026 and the Resolution Plan which would justify recalling the Order dated 09.06.2026 or remitting the matter to the Committee of Creditors. The Order dated 05.06.2026 merely

relegates the parties to the Civil Court for adjudication of title. It neither invalidates the Resolution Plan nor records any finding affecting the commercial viability of the Plan. Consequently, the Applicant's contention that the Committee of Creditors ought to reconsider the Resolution Plan merely because the title dispute remains pending cannot be accepted.

CONCLUSION:

14. In view of the foregoing discussion, we are of the considered opinion that the Applicant has failed to make out any ground warranting exercise of the inherent power of recall under Rule 11 of the National Company Law Tribunal Rules, 2016. The Order dated 05.06.2026 neither introduced any material circumstance requiring reconsideration of the Resolution Plan by the Committee of Creditors nor rendered the Order dated 09.06.2026 liable to be recalled. The contemporaneous record further demonstrates that the implications of the Order dated 05.06.2026 were duly placed before and deliberated upon by the Committee of Creditors, which was apprised that the pending civil litigation had already been disclosed in the Information Memorandum and that the Resolution Plan did not require any modification on that account. Consequently, the allegations of suppression of material facts and misrepresentation are unsupported by the record.

15. It also requires to be noted that the Resolution Plan has merely been reserved for orders and has not yet been approved under Section 31 of the Code. The Order dated 09.06.2026 is only an order reserving judgment and cannot, by itself, be construed as approval of the Resolution Plan. At the same time, the Applicant has failed to establish any legal or factual basis warranting recall of the said order or remitting the Resolution Plan for

reconsideration by the Committee of Creditors. The issues sought to be raised by the Applicant substantially relate to the commercial considerations underlying the Resolution Plan, which have already been deliberated upon by the Committee of Creditors and are beyond the scope of interference by this Adjudicating Authority, save to the limited extent contemplated under Section 30(2) of the Code.

16. In the result, the present Application i.e. **IA (I.B.C)/947(CH)2026,** stands **dismissed and disposed of**.

Sd/-	**Sd/-**
SHISHIR AGARWAL	**KHETRABASI BISWAL**
MEMBER (TECHNICAL)	**MEMBER (JUDICIAL)**

Ruhani